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 Rev. 08/28/94 (Base)  
 Rev. 01/29/18 (This form)

## PRELIMINARY ENGINEERING SERVICES CONTRACT

*East Aloha Drive Phase II Sidewalk Improvements*

*STP-0045-00(035)LPA/109181-701000*

*Hancock County*

This CONTRACT, is made and entered into by and between the *City of Diamondhead*, a body Politic of the State of Mississippi (the "LPA"), and, *Covington Civil and Environmental* (the "CONSULTANT"), an *LLC*, duly licensed and registered to do business in the State of Mississippi, whose address for mailing is *2300 14<sup>th</sup> Street, Gulfport, MS 39501*. This CONTRACT shall be effective as of the latest date of execution below.

### WITNESSETH:

WHEREAS, the LPA requires the services of a professional engineering firm for the purposes of *East Aloha Drive Phase II Sidewalk project to include sidewalks, lighting, and landscape elements from West Aloha Drive to Veterans Drive*, as provided for in *STP-0045-00(035)LPA/109181-701000*, hereinafter called the "PROJECT"; and

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services as stated above, hereinafter called the "SERVICES"; and

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those SERVICES, and the LPA has relied upon such representation; and

WHEREAS, the CONSULTANT herein was selected through a Consultant Selection Process pursuant to the Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory by the LPA; which is now desirous of entering into a CONTRACT;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby CONTRACT and agree as follows:

### ARTICLE I. GENERAL RECITALS

The CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. SERVICES provided by the CONSULTANT under this CONTRACT shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In so doing, the CONSULTANT shall comply with all terms of this CONTRACT, including the Scope of Work and other exhibits, to the satisfaction of the LPA, which shall include any special requirements of the LPA. The CONSULTANT shall perform all SERVICES according to the terms of the CONTRACT, including all technical specifications and according to the prevailing industry standards, including standards of conduct and care, format and content.

The LPA, in support of the CONSULTANT, will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to the CONSULTANT and within the possession and control of the LPA.

Manuals, guides, standards, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and the FHWA and in effect on the effective date of this CONTRACT, unless otherwise specified in this CONTRACT or subsequently directed by MDOT during the course of the CONTRACT.

#### **ARTICLE II. SCOPE OF WORK**

The CONSULTANT shall perform the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope or to cancel this CONTRACT at any time.

#### **ARTICLE III. CONTRACT TERM, TERMINATION**

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA (as demonstrated by the issuance of final payment) or until *December 31, 2024* at 11:59 p.m., whichever comes first, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment for SERVICES rendered prior to the date of termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the reasonable costs, fees and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

#### **ARTICLE IV. TIME OF PERFORMANCE**

Time is of the essence in this CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2" which, when approved by final execution of this CONTRACT, shall control the evaluation of the CONSULTANT'S progress on this PROJECT.

**The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed.**

## ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor and, said CONSULTANT, 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 LPA by reason hereof. The CONSULTANT shall not make any claim, demand or application for any right or privilege applicable to an officer or employee of the LPA, 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.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and designated agents designated in this CONTRACT.

## ARTICLE VI. COMPENSATION, BILLING & AUDIT

### A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in Exhibit 3.

### B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a required invoice is attached as "Exhibit 4"). All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of this CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other federal agency may audit the same records at any time during the life of this CONTRACT and up to three years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America.

### C. Progress Reports

The CONSULTANT shall provide the LPA monthly progress reports on two documents. The first document shall be a narrative outline of work performed during the billing period for which the CONSULTANT has submitted an invoice. The second document shall be a spreadsheet that indicates the amount of progress for each designated "Part" of the Scope of Work of the CONTRACT. If a contract is for a duration of 30 days or less, the provisions of this paragraph are waived. Otherwise, waiver of the provisions of this paragraph shall only be by written consent of the LPA.

### D. Record Retention

The CONSULTANT shall maintain all time and expense records related to the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of this CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA'S expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

E. Retainage

The LPA shall retain the final 25% of the CONSULTANT'S Fixed Fees until all the deliverables have been received and found acceptable, the final payment request has been received, and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

**ARTICLE VII. FINAL PAYMENT**

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation. Neither the LPA's review, approval or acceptance of, nor payment for, the SERVICES required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT, or of any cause of action arising out of the performance of this CONTRACT. The CONSULTANT shall be and remain liable to the LPA for all damages to the LPA caused by the CONSULTANT's negligent acts, errors and/or omissions in the performance of any of the SERVICES furnished under this CONTRACT. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. Notwithstanding inspection and acceptance by the LPA or any provision concerning the conclusiveness thereof, the CONSULTANT represents that SERVICES performed and work product(s) provided under this CONTRACT conform (or exceed) the requirements of this CONTRACT.

The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

**ARTICLE VIII. REVIEW OF WORK**

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES being provided under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, designs, studies, maps, or other work product(s) prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, designs, studies, maps, and other work product(s) prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its contractual and professional obligations. CONSULTANT shall correct, at its expense, any of its breaches, negligent acts, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for any negligent acts,

errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including any negligent acts, errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction or any phase of work, then an accounting of all costs incurred by the LPA resulting from such breach, including any negligent acts, errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

During construction or any phase of work performed by others based on the services provide by the CONSULTANT for this CONTRACT, the CONSULTANT shall confer with the LPA when requested for the purpose of interpreting the information, clarification of any ambiguities, and/or to correct any negligent acts, error or omission without additional compensation. The CONSULTANT shall prepare any plans or data needed to correct the negligent acts, error or omission without additional compensation, even though acceptance and/or final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes once notified by the LPA so there will be a minimum of delay to the contractor.

When notified by the LPA of potential negligent acts, errors and/or omissions, during the development, construction, or any phase of the project, the CONSULTANT shall establish and maintain cost accounting records to segregate all costs associated with the evaluation and correction of any negligent acts, errors and/or omissions. All costs associated with any negligent acts, errors and/or omissions, including direct or indirect, must be borne by the CONSULTANT. If after written notice from the LPA, the CONSULTANT fails or refuses to correct any negligent acts, errors and/or omissions, the LPA may, by contract or otherwise, correct or replace with similar services and charge to the CONSULTANT the cost occasioned to the LPA thereby, or offset and withhold a sum equal to said cost to the LPA from payments on any existing contract(s) with the CONSULTANT or against any sums due the CONSULTANT under the terms of this CONTRACT or any other active contract(s).

#### **ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY**

The CONSULTANT shall indemnify and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including reasonable attorney fees, to the extent caused by any negligent act, actions, neglect, error or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which the LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property to the extent caused by or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify the CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

#### **ARTICLE X. INSURANCE**

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at MDOT's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies

of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

#### **ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING**

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the MDOT. For breach or violation of this warranty, the LPA shall have the right to annul this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

#### **ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL**

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

#### **ARTICLE XIII. MODIFICATION**

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be negotiated and executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of MDOT, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before the modifications, amendments, or addenda become effective.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the MDOT or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

#### **ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER**

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no condition will the CONSULTANT be allowed to sublet or subcontract more than 60% of the work required under this CONTRACT. It is clearly understood and agreed that specific projects or phases of the work may be sublet or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall CONTRACT with its own forces. Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontracts documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report). The CONSULTANT shall pay all retainage owed to the subconsultant for satisfactory completion of the accepted work within 15 days after receipt of payment.

#### **ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE**

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

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for SERVICES and each party considers the products and results of the SERVICES to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA 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 CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, 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 CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'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 CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, 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 LPA.

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

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

#### **ARTICLE XVI. PUBLICATION AND PUBLICITY**

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT 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 CONSULTANT to defend itself from any suit or claim.

All approved releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

*The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi or the Federal Highway Administration.*

#### **ARTICLE XVII. CONTRACT DISPUTES**

This CONTRACT shall be deemed to have been executed in *Hancock* County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in *Hancock* County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

#### **ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW**

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all 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 CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements (as amended) in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

#### **ARTICLE XIX. WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

#### **ARTICLE XX. SEVERABILITY**

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

#### **ARTICLE XXI. ENTIRE AGREEMENT**

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

#### **ARTICLE XXII. CONFLICT OF INTEREST**

The CONSULTANT 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 CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), 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 CONSULTANT'S execution of this CONTRACT.

#### **ARTICLE XXIII. AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi 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 LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

#### **ARTICLE XXIV. STOP WORK ORDER**

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT 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 CONSULTANT 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 LPA shall either:

- (1) Cancel the stop work order; or
- (2) Terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT'S or the LPA's intentions to ask the LPA or CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

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 CONSULTANT shall have the right to resume work. If the LPA 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 CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for SERVICES rendered prior to the Termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

**ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS**

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT or as established in the organizational chart of the CONSULTANT's proposal, shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

**LPA:**

For Contractual Matters:

*Jeannie Klein*  
*City of Diamondhead*  
*5000 Diamondhead Circle*  
*Diamondhead, MS 39525*  
*Phone: 228-222-4626*  
*Fax: 228-222-4390*  
*[jklein@diamondhead.ms.gov](mailto:jklein@diamondhead.ms.gov)*

For Technical Matters:

*Jon McCraw*  
*City of Diamondhead*  
*5000 Diamondhead Circle*  
*Diamondhead, MS 39525*  
*Phone: 228-222-4626*  
*Fax: 228-222-4390*  
*[jmccraw@diamondhead.ms.gov](mailto:jmccraw@diamondhead.ms.gov)*

**CONSULTANT:**

For Contractual Matters:

*Sarah McLellan P.E.*  
*Covington Civil & Environmental*  
*2300 14<sup>th</sup> Street*  
*Gulfport, MS 39501*  
*Phone: 228-396-0486*  
*Fax: 228-396-0487*  
*[sarah@ccellc.us](mailto:sarah@ccellc.us)*

For Technical Matters:

*Sarah McLellan, P.E.*  
*Covington Civil & Environmental*  
*2300 14<sup>th</sup> Street*  
*Gulfport, MS 39501*  
*Phone: 228-396-0486*  
*Fax: 228-396-0487*  
*[sarah@ccellc.us](mailto:sarah@ccellc.us)*

Licensure Number  
from the Mississippi  
Board of Licensure  
for Professional  
Engineers and Surveyors:

P.E. # 32886

Licensure Number  
from the Mississippi  
Board of Licensure  
for Professional  
Engineers and Surveyors:

P.E. # 32886

**ARTICLE XXVI. AUTHORIZATION**

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*City of Diamondhead*

\_\_\_\_\_  
*Jon McCraw, City Manager*

WITNESS this my signature in execution hereof, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*Covington Civil & Environmental*

\_\_\_\_\_  
*Benjamin Benvenuti, P.E., Principal*

ATTEST: \_\_\_\_\_

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

## LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses
4. Sample Invoice
5. Notice to the CONSULTANT
6. The CONSULTANT'S Certificate Regarding Debarment, Suspension and Other Responsibility Matters
7. Certification of the LPA
8. This Exhibit was intentionally left blank
9. Prime Consultant / Contractor EEV Certification and Agreement

**EXHIBIT 1**

{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}}



## EXHIBIT 2

### SCOPE OF WORK

#### **GENERAL REQUIREMENTS:**

The following engineering services shall be performed by the Consultant on behalf of the LPA in accordance with this Contract at the direction of the LPA for the purpose of providing bid documents to construct concrete sidewalks, lighting, landscaping elements, benches, and other site amenities at East Aloha from Kalani Drive to Veterans Drive.

The following engineering services shall be performed by the Consultant in accordance with this Contract and the latest Project Development Manual (PDM) for the LPA at the time of the execution of this Contract.

A Project Schedule is required. Work progression is to proceed in accordance with the attached agreed Project Schedule. A status report along with an updated Project Schedule is required monthly. This report is to be submitted by the 7<sup>th</sup> of each month to the LPA for their signature and then submitted to the MDOT District LPA Coordinator. This monthly report is to be submitted by the Consultant and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target dates for future milestones should be included.

The Consultant shall, if requested by MDOT or LPA, attend any meetings concerning this Project.

#### **Surveys shall always comply with the following:**

1. MDOT Survey Manual;
2. Mississippi Board of Registration for Professional Engineers and Land Surveyor's "Standards for Practice for Surveying" in Mississippi. All traverse and right of way monument locations (being set) shall meet with Class "A" of the standards of practice specifications and traverse shall be properly adjusted according to good surveying practices. Locations of improvements or features shall meet the class specification normally required by said minimum standards;
3. Land Surveying laws as defined in the Mississippi Code of 1972 as well as current case law including interpretations of those laws by the judicial branches of the United States and State of Mississippi governments;
4. Local Zoning and Subdivision laws and regulations in the project area. (Properties falling within the required right of way are not subject to these regulations. However, the remainder portion of the original tract may be affected by the MDOT acquisitions.); and
5. Specific instructions as required by the Mississippi Department of Transportation on individual Projects.

#### **Roadway Design shall comply with the following:**

1. MDOT *Roadway Design Manual*, and supplemented with updated design policies as described in Design Memos located on Roadway Design Division's website;
2. MDOT Roadway Design Standard Drawings;
3. MDOT Roadway Design Special Design Sheets;
4. MDOT *Roadway Design CADD Manual*;

5. MDOT *Survey Manual*;
6. MDOT *Access Management Manual*;
7. MDOT Traffic Engineering *Typical Signing Details*;
8. MDOT *Intelligent Transportation Systems Design Manual*;
9. *Mississippi Standard Specifications for Road and Bridge Construction*;
10. AASHTO *A Policy on Geometric Design of Highways and Streets*;
11. AASHTO *Roadway Design Guide*;
12. AASHTO *Highway Safety Manual (HSM)*;
13. AASHTO *Guide for the Development of Bicycle Facilities*;
14. AASHTO *Guide for the Planning, Design, and Operation of Pedestrian Facilities*;
15. NACTO *Urban Street Design Guide*;
16. Manual on *Uniform Traffic Control Devices (MUTCD)*; and
17. Any other publication listed in Exhibit 8, or as instructed by MDOT.

**TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA AND/OR MDOT:**

Based on availability, the LPA may provide information to the Consultant including but not limited to plans and information from previous studies and projects including but not limited to environmental studies, USGS reports, available old construction plans, traffic studies, roadway plans, copies of MDOT required standards, CADD files, survey control points, and useful contacts.

The LPA will provide a single point-of-contact for day-to-day coordination.

**ENVIRONMENTAL STUDIES (CATEGORICAL EXCLUSION) WITHOUT NEW ROW\*:**

\*New ROW includes donated ROW and permanent easements. New ROW does not include temporary easements.

The Consultant will perform various Engineering and Environmental studies necessary to prepare a Categorical Exclusion, in accordance with the US Department of Transportation, Federal Highway Administration Technical Advisory T6640.8A, Guidance for Preparing and Processing Environmental Documents and Section 4 (F) Documents; Federal-Aid Policy Guide 23 CFR 770, 771, 772, and 777 at the time this Contract is executed; and MDOT Project Development/Environmental Documentation, S.O.P No. ENV-02-01-00-000 and other related Federal and State regulations, laws and/or procedures that may be in effect at the time this Contract is executed and complete the ENV-160 form.

**FIELD SURVEY:**

The Consultant shall survey the project utilizing standard surveying practices as required to prepare preliminary and final contract plans in accordance with the current MDOT Design Manual. The work shall be performed in accordance with the current MDOT Survey Manual, unless specifically accepted, and with any additional instructions or requests as specified by the LPA, including the following:

- A. Centerline Survey and Control:

1. Document “good faith” efforts to notify the property owners prior to entering upon the property for survey purposes;
2. Establish horizontal and vertical control, immediate control and centerline in accordance with the MDOT Survey Manual;
3. Participate in centerline inspection immediately following its location to determine if any adjustments are necessary. The Consultant shall make all necessary adjustments resulting from this inspection, and shall also make any adjustments necessary as a result of the centerline inspection(s) from the adjacent project(s);
4. Perform complete topographic survey along proposed project in accordance with the MDOT Survey Manual;
5. By the time Preliminary Right-of Way (ROW) plans are developed, the Consultant will be required to establish the location of property lines, determine ownership from deeds of record, and develop a Property Map of the project according to standard, recognized surveying procedures in preparation for Right-of-Way documents meeting the Mississippi Board’s “Standards of Practice” for surveying in the State of Mississippi as set forth and published by the State Board of Licensure for Professional Engineers and Surveyors. The following are required MDOT elements:
  - a. A detailed and diligent search and collection of property corners, ROW markers, and property lines evidence shall be conducted on all parcels in or connecting to the limits of the project. A detailed description of the property evidence found will be required for each point collected;
  - b. Existing highway ROW, local road ROW, railroad ROW, and utility ROW that fall within the topographic limits of the project shall be collected;
  - c. Each land parcel boundary in or connecting to the limits of the project shall be drawn and the boundary lines delineated as, from evidence or deed. Each individual parcel is to be labeled with the following: owner name and tax parcel number. All GLA lines intersecting the project labeled with appropriate Section, Township, and Range information. Lot and block or tract numbers or property and adjoining lots of Subdivisions;
  - d. All corners and evidence found shall be labeled with coordinates and the description of the evidence found. It shall not be necessary to show station/offset to any corners or to property lines at their intersection with the existing centerline. No ROW markers or property corners symbology shall be shown unless they are collected in the field;
  - e. Any distances or bearings shown on this drawing shall be grid;
  - f. North arrow;
  - g. The property point ASC II file shall be printed by the Consultant and the professional surveyor in charge of the project shall certify by signing and placing his or her seal on each page that coordinate values of this file meets or exceeds requirements for land class “B”, as required by Mississippi Board of Licensure for Professional Engineers and Land Surveyor’s “Standard of Practice” for Land Surveying in the State of Mississippi.
6. In the case of any discrepancy or ambiguity between the MDOT Survey Manual, the Mississippi Board’s “Standards of Practice” or specifications listed within this Contract the Consultant shall adhere to the most stringent requirement for the specific task in question, unless otherwise directed in writing by a representative of the MDOT authorized to make alterations to this Contract.

7. The location of any utility shall be delineated, as described in the MDOT Survey Manual.

B. Field Staking

1. Once Maps and Deeds are complete, iron pins (3/4" x 30" rebar) shall be set at the locations of proposed ROW monuments. Accuracy standards for placement of monuments shall be 0.05 feet relative to the project control established by the MDOT or in accordance with Mississippi's Board's "Standards of Practice, Class "A", for surveying in the State of Mississippi as set forth and published by the State Board of Registration for Professional Engineers and Land Surveyors'. The more stringent of these two accuracy standards will apply and shall be used. The top of the pins shall be two to six inches below the ground surface.
2. Once Maps and Deeds are complete, all ROW lines shall be cleared and staked at 100-foot intervals.

**PHASE A (FIELD REVIEW) PLANS:**

Phase A (Field Review) Plans

The Consultant will submit the LPA-100 and LPA-700 forms to MDOT.

MDOT approval of the LPA-100 & LPA-700 forms are required prior to the scheduling of a field review.

The Field Review Plans shall contain, at a minimum:

- A. Title Sheet;
- B. Typical Sections;

The Consultant shall include the following: preliminary earthwork quantities, preliminary pavement detail sheets, as well as any traffic control that will be required during construction.

Following the Field Inspection, the Consultant shall make all approved plan changes as instructed.

**PHASE B (OFFICE REVIEW) PLAN DESIGN:**

(Construction Plans and Specifications)

The Office Review Plan requirements include the following components:

- A. Title Sheet;
- B. Detailed Index Sheet(s);
- C. General Notes Sheet(s);
- D. Typical Section Sheet(s);
- E. Summary of Quantities Sheet(s);
- F. Estimated Quantities Sheet(s);
- G. Traffic Control Plans;
- H. Temporary Erosion Control Standard Drawings;
- I. Standard Drawings;

- J. Other applicable plans as necessary for the construction of the project;
- K. All calculations, notes, and data used to develop the plans

On projects which include a disturbed area over five acres, the Consultant is required to prepare a LCNOI (Large Construction Notice of Intent) and shall include a detailed erosion control plan in the Phase B (Office Review) plans.

Following the Office Review, the Consultant shall make all approved plan changes as instructed.

**PHASE C (PS&E) PLAN DESIGN:**

(Construction Plans and Specifications)

The PS&E requirements include the following components:

- A. Title Sheet;
- B. Detailed Index Sheet(s);
- C. General Notes Sheet(s);
- D. Typical Section Sheet(s);
- E. Summary of Quantities Sheet(s);
- F. Estimated Quantities Sheet(s);
- G. Traffic Control Plans;
- H. Temporary Erosion Control Standard Drawings;
- I. Standard Drawings;
- J. Other applicable plans as necessary for the construction of the project;
- K. All calculations, notes, and data used to develop the plans.

## EXHIBIT 3

### FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee basis with an upset limit of \$76,038.29 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT'S fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES, which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this CONTRACT. Accordingly, direct salaries chargeable to this CONTRACT shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT'S allowable indirect costs attributable to this CONTRACT.

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT'S profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

#### **SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:**

The following schedule of rates for SERVICE will not be exceeded for all work under this CONTRACT:

##### **Direct Salaries:**

Direct salaries shall not exceed those amounts actually paid to an employee performing SERVICES reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this CONTRACT.

Upon MDOT's request, all charges for SERVICES must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

##### **Payroll Additive & Overhead:**

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with LPA. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

Final payment of the overhead rate costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow this CONTRACT'S cost to exceed the maximum limitation stated. Said audit of

the CONSULTANT will be conducted by the LPA, or the LPA'S designated auditor at the conclusion of this CONTRACT in accordance with Federal and the LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the current edition of the AASHTO Audit Guide, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

**Direct Costs:**

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. This policy will include no meal reimbursement when there is no overnight stay. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).**

All direct costs must be substantiated by supporting data in accordance with the MDOT State Travel Handbook, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

**Fixed Fee:**

The CONSULTANT'S fixed fee shall be \$8,026.53, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

**Contract Maximums:**

Under no circumstances shall the amount payable by the LPA for this assignment exceed \$76,038.29 (Total of all Charges) without the prior written consent of both parties.

**FEE AND EXPENSE SUMMARY**

	<b>Primes Labor Cost &amp; Overhead</b>	<b>Primes Direct Costs</b>	<b>Primes Fixed Fee</b>	<b>Sub-Consultants</b>	<b>Project Total</b>
<b>Project Total</b>	66,887.75	1,124.00	8,026.53	0.00	76,038.29

**EXHIBIT 4**  
**SAMPLE CSU-001 – COST PLUS FIXED FEE**

REV 4/01/2016

LPA-CSU-001 For LPA's

Date Processed January 0, 1900  
 Vendor Number 3100000000  
 Project No. 0  
 In Account With 0  
 Contract Number: CS 000000 0  
 Est. No. 0

MSISSIPPI DEPARTMENT OF TRANSPORTATION  
 MDOT REIMBURSEMENT ESTIMATE - RECAP SHEET

MDOT Project Number 0  
 County 0  
 Address 0  
 Surety Period January 0, 1900 THRU January 0, 1900 Document No. 0

Line Item	OCA	User Code 1	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date
Total Participating Cost	000001	0	0	0	0	0.00	0.00	0.00
Total						0.00	0.00	0.00
Total All Work Due						0.00	0.00	0.00
<b>Total Net Work Due</b>						<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Contract Not To Exceed Amount  
 \$0.00

NTP Date  
 January 0, 1900

Termination Date  
 January 0, 1900

Quantities Checked  
 Original Signed  
 C00000000  
 LPA Official  
 0

Approved By:  
 Consultant Services Unit Engineer - Scot  
 Ehrgott, P.E.

% Matching Funds Deduction for LPA	001	00000	0	0	0	0.00	0.00	0.00
<b>TOTAL Net Amount Owed to the LPA</b>						<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**AMOUNT OF PAYMENT FOR PROGRESS ESTIMATES AND FINAL ESTIMATES SHOULD BE ROUNDED TO THE NEAREST CENTS (\$0.00)**

**THE SOLE PURPOSE OF THE ENGINEER'S SIGNATURE IS TO ACKNOWLEDGE THAT THE LPA HAS SUBMITTED ALL REQUIRED DATA BY THE LPA MANUAL FOR PAYMENT**



**EXHIBIT 4**

**SAMPLE INVOICE – COST PLUS FIXED FEE**

LOCAL PUBLIC AGENCY  
 ADDRESS  
 CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000  
 PERIOD \_\_\_\_\_, 20\_\_ THROUGH \_\_\_\_\_, 20\_\_  
 PROFESSIONAL SERVICES IN ACCORDANCE WITH  
 CONTRACT DATED \_\_\_\_\_, 20\_\_, AS RELATES TO  
 PROJECT NO. \_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_ IN \_\_\_\_\_ COUNTY, HIGHWAY \_\_\_\_\_.

CONSULTANT:  
 CUSTOMER NUMBER 0000000000 FILE NUMBER 000-000000  
 REPORT NUMBER: 000 through 000 FMS NUMBER 000000-000000LPA

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE _____
DIRECT SALARIES	\$	\$	\$
* PAYROLL ADDITIVE (less FCCM)	\$	\$	\$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)	\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$
AMOUNT DUE THIS INVOICE:	\$	\$	\$

NOTE:

1. \* PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. \*\* DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00  
 County \_\_\_\_\_

<u>Employee and Classification</u>	<u>Pay Period Date</u>	<u>Rate of Pay</u>	<u>Period Hours</u>	<u>Period Costs</u>	<u>Period Costs</u>	<u>To Date</u>
DIRECT LABOR AND DIRECT COSTS						
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Designer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Technician		0.00	0.0	0.00	0.00	0.00
<b>Sub Total</b>			0.0	0.00	0.00	0.00
Payroll Additives				0.00	0.00	0.00
<b>Total Labor</b>				0.00	0.00	0.00
Fixed Fee				0.00	0.00	0.00
Direct Costs				0.00	0.00	0.00
Subconsultant(s)				0.00	0.00	0.00
<b>Project Total</b>				0.00	0.00	0.00

## EXHIBIT 5

### NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

#### COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, and WORKER VISIBILITY

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

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation, 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 CONTRACT.

2. Nondiscrimination: The CONSULTANT, 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 subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT 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 CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All CONTRACTS 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 or subconsultant 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 CONSULTANT shall report all suspected or reported violations to the LPA.

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 \$100,000 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 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. 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: It is the policy of the Mississippi Department of Transportation 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 market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this CONTRACT. The CONSULTANT (Contractor) 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 CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this CONTRACT or such other remedies as the Mississippi Department of Transportation 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 6

### 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 CONTRACT 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 CONTRACT.
  
- (2) The CONSULTANT 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 CONTRACT, 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 CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-consultants shall certify and disclose accordingly.**

I hereby certify that I am the duly authorized representative of the CONSULTANT 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 CONSULTANT) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, 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 CONSULTANT) 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, 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 & Environmental*

\_\_\_\_\_  
*Benjamin Benvenuti, P.E., Principal*

ATTEST: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
Notary

**EXHIBIT 7**

**CERTIFICATION OF THE LPA**

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*City of Diamondhead*

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*Jon McCraw, City Manager*

EXHIBIT 8

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EXHIBIT 9

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

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by 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 MTC 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 MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(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 MTC, if requested, for the benefit of the MTC 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.

# Summary

East Aloha Drive Phase II Sidewalk Project  
Hancock County  
STP-0045-00(035)LPA/109181-701000  
Covington Civil & Environmental  
11/2/2023

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Activation	17		\$617.30	\$679.03	\$0.00	\$1,296.33		\$155.56	\$1,451.89
Meetings	64		\$2,428.33	\$2,671.17	\$0.00	\$5,099.50	\$665.50	\$611.94	\$6,376.94
Environmental	18		\$654.54	\$719.99	\$0.00	\$1,374.52		\$164.94	\$1,539.47
Geotechnical									
Roadway	375		\$14,790.91	\$16,270.00	\$0.00	\$31,060.91	\$327.50	\$3,727.31	\$35,115.72
Bridge									
Hydraulics									
Survey	126		\$5,207.82	\$5,728.60	\$0.00	\$10,936.42	\$131.00	\$1,312.37	\$12,379.79
PS&E/Advertisement	225		\$8,152.42	\$8,967.66	\$0.00	\$17,120.07		\$2,054.41	\$19,174.48
<b>Total</b>	<b>825</b>		<b>\$31,851.31</b>	<b>\$35,036.44</b>		<b>\$66,887.75</b>	<b>\$1,124.00</b>	<b>\$8,026.53</b>	<b>\$76,038.29</b>

Grand Total \$76,038.29

# Activation Sheet

East Aloha Drive Phase II Sidewalk Project

Hancock County

STP-0045-00(035)LPA/109181-701000

Covington Civil & Environmental

11/2/2023

MDOT Process Item Description	No.	Estimated Hours										Total Hours	
		Sheets	Project Engineer	Engineer Intern	RTK Survey - One Man Crew	Administrative Assistant	Senior Design Technician	Environmental Technician	Labor Classification	Labor Classification	Total Hours		
Project Activation													
LPA 100			1.0	2.0		1.0							4.0
LPA 700/800			1.0	2.0		1.0							4.0
Kickoff Meeting			2.0	4.0									6.0
Quality Control			1.0	2.0									3.0
<b>Total Hours</b>			5.0	10.0		2.0							17.0

Raw Labor Rates  
Labor Cost

\$44.33	\$33.56	\$42.07	\$30.02	\$40.87	\$38.94
221.7	335.6		60.0		

Overhead	%	110.00%
Fixed Fee	%	12.00%
FCCM Overhead	%	0.00%

**Direct Costs:**

Direct Costs:	Qty.	Unit Price <sup>1</sup>
Mileage		
Meals		
Lodging		
Postage		
Supplies		
Reproductions		
Other		

<sup>1</sup> See State Travel Handbook

Total Direct Costs:

Prime Total \$1,451.89


Subconsultant A  
Subconsultant B  
Subconsultant Total

**Project Total** \$1,451.89

**Meetings Sheet**  
**East Aloha Drive Phase II Sidewalk Project**  
**Hancock County**  
**STP-0045-00(035)LPA/109181-701000**  
**Covington Civil & Environmental**  
**11/2/2023**

MDOT Process Item Description	No.		Estimated Hours							Total Hours
	Sheets	Project Engineer	Engineer Intern	RTK Survey - One Man Crew	Administrative Assistant	Senior Design Technician	Environmental Technician	Labor Classification	Labor Classification	
<b>Field Review</b>										
Print and Distribute Plans					2.0	2.0				4.0
Conduct Plan in Hand review		4.0	4.0							8.0
Prepare Field Review Report		1.5	1.0		1.0					3.5
<b>Office Review</b>										
Print Plans and Specifications					2.0	2.0				4.0
Compile Design Notebook		1.0	1.0		2.0					4.0
Prepare ROW/Util Status Report		1.0	2.0		2.0					5.0
Conduct Plan Review		4.0	4.0							8.0
Prepare Office Review Report		1.0	2.0		2.0					5.0
<b>PS&amp;E Assembly</b>										
MDOT Coordination		8.0	4.0							12.0
Quality Control		8.0	2.0							10.0
<b>Total Hours</b>		<b>28.5</b>	<b>20.0</b>		<b>11.0</b>	<b>4.0</b>				<b>63.5</b>

Raw Labor Rates	\$44.33	\$33.56	\$42.07	\$30.02	\$40.87	\$38.94	\$0.00	
Labor Cost	1263.4	671.2		330.3	163.5			2,428.33
					Overhead	%	110.00%	\$2,671.17
					Fixed Fee	%	12.00%	\$611.94
					FCCM Overhead	%	0.00%	\$0.00

<b>Direct Costs:</b>	Qty.	Unit Price <sup>1</sup>	
Mileage	100.0	\$0.655	\$65.50
Meals			
Lodging			
Postage	2.0	\$50.00	\$100.00
Supplies			
Reproductions	5.0	\$100.00	\$500.00
Other			

<sup>1</sup> See State Travel Handbook

Total Direct Costs: \$665.50

Prime Total \$6,376.94

Subconsultant A

Subconsultant B

Subconsultant Total

**Project Total \$6,376.94**

**Environmental Sheet**  
**East Aloha Drive Phase II Sidewalk Project**  
**Hancock County**  
**STP-0045-00(035)LPA/109181-701000**  
**Covington Civil & Environmental**  
**11/2/2023**

MDOT Process Item Description	No.	Estimated Hours								Total Hours
	Sheets	Project Engineer	Engineer Intern	RTK Survey - One Man Crew	Administrative Assistant	Senior Design Technician	Environmental Technician	Labor Classification	Labor Classification	
<b>Environmental Documentation</b>										
Wetland Investigation										-----
ENV-160		2.0	4.0		4.0		8.0			18.0
<b>Permits</b>										
NPDES										
USACE										
Quality Control										
<b>Total Hours</b>		2.0	4.0		4.0		8.0			18.0

Raw Labor Rates	\$44.33	\$33.56	\$42.07	\$30.02	\$40.87	\$38.94	\$0.00	\$0.00	
Labor Cost	88.7	134.2		120.1		311.5			654.54
					Overhead	%	110.00%		\$719.99
					Fixed Fee	%	12.00%		\$164.94
					FCCM Overhead	%	0.00%		\$0.00

<b>Direct Costs:</b>	Qty.	Unit Price <sup>1</sup>
Mileage		
Meals		
Lodging		
Postage		
Supplies		
Reproductions		
Other		

<sup>1</sup> See State Travel Handbook

**Total Direct Costs:**

Prime Total		\$1,539.47
Subconsultant A		
Subconsultant B		
Subconsultant Total		
<b>Project Total</b>		<b>\$1,539.47</b>

**Geotechnical Sheet**  
**East Aloha Drive Phase II Sidewalk Project**  
**Hancock County**  
**STP-0045-00(035)LPA/109181-701000**  
**Covington Civil & Environmental**  
**11/2/2023**

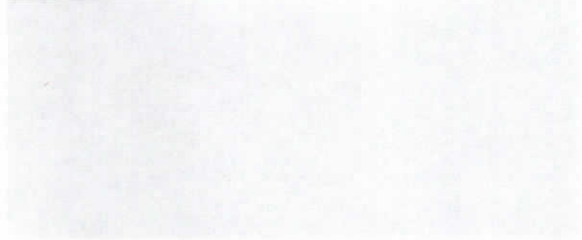
MDOT Process Item Description	No.	Estimated Hours								Total Hours
	Sheets	Project Engineer	Engineer Intern	RTK Survey - One Man Crew	Administrative Assistant	Senior Design Technician	Environmental Technician	Labor Classification	Labor Classification	
Geotechnical Field Investigation										
Coordinate Field Investigation										
Data Assimilation										
Pile Capacities										
Report Preparation										
<b>Total Hours</b>										

Raw Labor Rates  
Labor Cost

\$44.33      \$33.56      \$42.07      \$30.02      \$40.87      \$38.94      \$0.00      \$0.00

Overhead      %      110.00%  
Fixed Fee      %      12.00%  
FCCM Overhead      %      0.00%

Field and Lab.      Qty.      Unit Price<sup>1</sup>



Total Direct Costs:

Prime Total

Subconsultant A  
Subconsultant B  
Subconsultant Total


**Project Total**



**Roadway Sheet**  
**East Aloha Drive Phase II Sidewalk Project**  
**Hancock County**  
**STP-0045-00(035)LPA/109181-701000**  
**Covington Civil & Environmental**  
**11/2/2023**

Design & Place Permanent Erosion Control Items									
Place Earthwork Information (phased if necessary)									
<b>Traffic Control Detail Sheets</b>									
Develop Phasing Narrative (if necessary)	1.0	2.0							3.0
Construction Signing Detail	1.0	2.0							3.0
TCP Sheets	1.0	2.0							3.0
TCP Typical Sections									
Address Corrections From MDOT TCP Check	1.0	2.0				8.0			11.0
Special Design Sheets									
Erosion Control Sheets (including plan-profile EC sheets)	1.0	2.0				2.0			5.0
QA/QC		4.0				4.0			8.0
<b>Submit Office Review Plans</b>									
2 Multi-Page PDF Files For Plans & Cross Sections	1.0	2.0			1.0	2.0			6.0
Complete/Submit Phase B Checklist	1.0	2.0			2.0				5.0
Submit Quantity Calculations (1 multi-page pdf)	2.0	4.0							6.0
Submit CADD Files		1.0				2.0			3.0
<b>Total Hours</b>		73.0	99.0		3.0	184.0	16.0		375.0

Raw Labor Rates	\$44.33	\$33.56	\$42.07	\$30.02	\$40.87	\$38.94	\$0.00	\$0.00	
Labor Cost	3236.1	3322.4		90.1	7519.2	623.1			14,790.91
Overhead						%	110.00%		\$16,270.00
Fixed Fee						%	12.00%		\$3,727.31
FCCM Overhead						%	0.00%		\$0.00

<b>Direct Costs:</b>	Qty.	Unit Price <sup>1</sup>	
Mileage	500.0	\$0.655	\$327.50
Meals			
Lodging			
Postage			
Supplies			
Reproductions			
Other			

<sup>1</sup> See State Travel Handbook.

<b>Total Direct Costs:</b>	\$327.50
<b>Prime Total</b>	\$35,115.72
Subconsultant A	
Subconsultant B	
Subconsultant Total	
<b>Project Total</b>	\$35,115.72



**Survey Sheet**  
**East Aloha Drive Phase II Sidewalk Project**  
**Hancock County**  
**STP-0045-00(035)LPA/109181-701000**  
**Covington Civil & Environmental**  
**11/2/2023**

MDOT Process Description	Item	No. Sheets	Estimated Hours								Total Hours
			Project Engineer	Engineer Intern	RTK Survey - One Man Crew	Administrative Assistant	Senior Design Technician	Environmental Technician	Labor Classification	Labor Classification	
Field Review											
	Gather Property Owner Information from Tax Records; Prepare & Send Out Right of Entry Notification Letters (x Properties)				8.0						8.0
	Property Owner Interview & Questionnaire (x Properties)				4.0						4.0
	Establish/Verify the Primary Horizontal & Vertical Control				4.0						4.0
	Establish Secondary Control Points as a Supplement to the Primary Control				2.0						2.0
	Establish and Verify Approx. x TBM's (Temporary Benchmarks)				4.0						4.0
	Perform Topographic Survey of Main Line (x LF @ y' Intervals)				24.0						24.0
	Layout and Perform Cross Sections of Main Line (x LF @ y' Intervals)				24.0						24.0
	Perform Topographic Survey of Intersecting Streets (x side roads - y LF @ z' Intervals)				4.0						4.0
	Layout and Perform Cross Sections of Main Line (x side roads - y LF @ z' Intervals)				8.0						8.0
	Traverse, Profile, & Section Major Drainage Channels (x Locations - y within Floodway Limits)				4.0						4.0
	Utility Mapping - Locate Underground Utilities per MS. One Call System/Compiling Utility Drawings from Owners - Municipalities			4.0							4.0
	Develop Digital Terrain Model										
	Generate Finalized Existing Conditions Drawing						24.0				24.0
	Quality Control						4.0				4.0
	<b>Total Hours</b>		4.0	8.0	86.0		28.0				126.0

Raw Labor Rates	\$44.33	\$33.56	\$42.07	\$30.02	\$40.87	\$38.94	\$0.00	\$0.00	
Labor Cost	177.3	268.5	3617.8		1144.2				5,207.82

Overhead	%	110.00%	\$5,728.60
Fixed Fee	%	12.00%	\$1,312.37
FCCM Overhead	%	0.00%	\$0.00

<b>Direct Costs:</b>	Qty.	Unit Price <sup>1</sup>	
Mileage	200.0	\$0.655	\$131.00
Meals			
Lodging			
Postage			
Supplies			
Reproductions			
Other			

<sup>1</sup> See State Travel Handbook

Total Direct Costs: \$131.00

Prime Total \$12,379.79

Subconsultant A	
Subconsultant B	
Subconsultant Total	

**Project Total \$12,379.79**

**PS&E / Advertisement**  
**East Aloha Drive Phase II Sidewalk Project**  
**Hancock County**  
**STP-0045-00(035)LPA/109181-701000**  
**Covington Civil & Environmental**  
**11/2/2023**

MDOT Process Description	Item	No. Sheets	Estimated Hours								Total Hours
			Project Engineer	Engineer Intern	RTK Survey - One Man Crew	Administrative Assistant	Senior Design Technician	Environmental Technician	Labor Classification	Labor Classification	
<b>PS&amp;E Assembly</b>											
	Right of Way Certification		1.0	2.0							3.0
	Utility Certificator		1.0	2.0							3.0
	Encroachment Certification		1.0	2.0							3.0
	Hazardous Waste Certification										
	Asbestos Abatement Certification										
	Compose Letters		3.0	8.0		4.0					15.0
	Compile Forms					4.0					4.0
	Print Plans					2.0					2.0
	Assemble Specifications		10.0	10.0		16.0					36.0
	Material Checklist		6.0	16.0		4.0					26.0
	MDOT Coordination		16.0	16.0		4.0					36.0
<b>Advertisement</b>											
	Print Plans and Specifications					2.0	2.0				4.0
	Prepare Advertisement		1.5	1.5		2.0					5.0
	Bidder Coordination		20.0	30.0		6.0	4.0				60.0
	Receive & Evaluate Bids		4.0	4.0		2.0					10.0
	Assemble Bids and Submit		2.0	4.0		8.0					14.0
	Quality Control		4.0								4.0
<b>Total Hours</b>			69.5	95.5		54.0	6.0				225.0

Raw Labor Rates	\$44.33	\$33.56	\$42.07	\$30.02	\$40.87	\$38.94	\$0.00	\$0.00	
Labor Cost	3080.9	3205.0		1621.3	245.2				8,152.42

Overhead	%	110.00%	\$8,967.66
Fixed Fee	%	12.00%	\$2,054.41
FCCM Overhead	%	0.00%	\$0.00

<b>Direct Costs:</b>	Qty.	Unit Price <sup>1</sup>
Mileage		
Meals		
Lodging		
Postage		
Supplies		
Reproductions		
Other		

<sup>1</sup> See State Travel Handbook

Total Direct Costs:

Prime Total	\$19,174.48
Subconsultant A	
Subconsultant B	
Subconsultant Total	
<b>Project Total</b>	<b>\$19,174.48</b>

Proposed Project Schedule  
 East Aloha Drive Phase II Sidewalk Improvements  
 Hancock County  
 STP-0045-00(035)LPA/109181-701000  
 Covington Civil & Environmental

Item Description	Anticipated Time to Complete
<b>Project Activation</b>	<b>3 Days</b>
LPA 100	1 Day
LPA 700/800	1 Day
Kickoff Meeting	1 Day
<b>Environmental Documentation</b>	<b>4 Days</b>
ENV-160	4 Days
<b>Field Review</b>	<b>35 Days</b>
Print and Distribute Plans	1 Day
Staking/Utility Locate Coordination	15 Days
Conduct Plan in Hand Review	1 Day
Prepare Plan Review Report	2 Days
Modify Plans per review comments	16 Days
<b>Office Review</b>	<b>45 Days</b>
Print Plans and Specification	1 Day
Compile Design Notebook	1 Day
Prepare ROW/Utility Status Report	4 Days
Develop Specifications	10 Days
Prepare Construction Estimate	5 Days
Assemble and Distribute PS&E	2 Days
Conduct Plan Review	1 Day
Prepare Office Review Report	1 Day
Modify Plans per review comments	20 Days
<b>PS&amp;E Assembly</b>	<b>30 Days</b>
Right of Way Certification	2 Days
Utility Certification	2 Days
Encroachment Certification	2 Days
Compose Letters	4 Days
Compile Forms	4 Days
Print Plans	1 Day
Assemble Specifications	2 Days
Material Checklist	3 Days
MDOT Coordination	10 Days
<b>Advertisement</b>	<b>30 Days</b>
Print Plans and Specifications	1 Day
Prepare Advertisement	1 Day
Bidder Coordination	20 Days
Receive & Evaluate Bids	5 Days
Assemble Bids and Submit	3 Days

<b>Survey</b>	<b>20 Days</b>
<b>Plans</b>	<b>50 Days</b>
Title Sheet	1 Day
Detailed Index	1 Day
General Notes	1 Day
Summary of Quantities	4 Days
Estimated Quantities	4 Days
Plans Sheets	25 Days
Misc Details	14 Days
<b>Quality Control</b>	<b>15 Days</b>

City of Diamondhead  
East Aloha Drive Phase II Sidewalk Improvements  
Hancock County  
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Vicinity Map

