

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
CITY DIAMONDHEAD  
AND  
COVINGTON CIVIL & ENVIRONMENTAL, LLC**

This AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 2025 by City of Diamondhead hereinafter referred to as the OWNER, and Covington Civil & Environmental, LLC, hereinafter referred to as ENGINEER, WITNESSETH, that the parties hereto mutually agree as follows:

WHEREAS, the OWNER selected the ENGINEER to furnish engineering studies, field investigations, design and construction phase services for various projects, hereinafter referred to as ENGINEERING SERVICES; and

WHEREAS, the OWNER and the ENGINEER have agreed upon the scope of services to be provided by the ENGINEER under the terms set forth in this AGREEMENT.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

**PURPOSE**

The purpose of this AGREEMENT is to establish the ENGINEER's scope of services and payment provisions for the ENGINEERING SERVICES.

**ARTICLE I-SCOPE OF WORK**

1. The ENGINEER shall perform the work under this AGREEMENT and APPENDIX 1 in accordance with the following:

The ENGINEER shall provide services as requested by the OWNER through the City Manager or any department heads as designated by the City Manager. The work shall be performed with services as generally outlined in Exhibit 1. ENGINEER designates and authorizes Ben Benvenuti as the engineer primarily responsible for providing said services.

**ARTICLE II- ENGINEER'S RESPONSIBILITIES**

1. The ENGINEER shall have responsibility for and furnish all necessary labor, direct and indirect costs to perform and complete the ENGINEERING SERVICES that may be requested by the OWNER.
2. Upon OWNER's request, the ENGINEER shall proceed with the performance of the work called for by the OWNER. The work shall be completed generally in accordance with the designated time as mutually agreed upon between the OWNER and ENGINEER.
3. All work performed for the OWNER shall become the property of the OWNER. Any unauthorized reuse of the work shall be at the OWNER's risk.
4. During the term of this AGREEMENT, the ENGINEER shall not knowingly engage in any work, design or construction related activities under the purview of the OWNER that creates a conflict of interest without the expressed written consent of the OWNER.

### **ARTICLE III-PERIOD OF SERVICES**

1. The period of services shall be from November 1, 2025 to October 31, 2028, and may be renewed annually thereafter with the written agreement of the OWNER and ENGINEER.

### **ARTICLE IV-COMPENSATION**

1. As consideration for providing general engineering services as outlined in the Scope of Work included as Exhibit 1, the OWNER shall pay to the ENGINEER a monthly Lump Sum Fee of \$3,000 it is agreed that the Lump Sum Fee will be re-evaluated six months after the date of execution of this AGREEMENT and adjusted, if at all, with the written agreement of the OWNER and ENGINEER.
2. As consideration for providing the services enumerated outside of those services included in Article IV, Paragraph 1 above and exclusive of federal program projects engineering services, the OWNER shall pay the ENGINEER on an hourly basis at the rates included in Exhibit 2 attached to this AGREEMENT, or at a fixed price with the written agreement of the OWNER and ENGINEER.
3. The ENGINEER shall submit invoices to the OWNER (City Manager) monthly. Such invoices shall be reviewed and, if acceptable pursuant to the terms of this AGREEMENT, approved by the OWNER for reimbursement. Payment will be made to the ENGINEER within 45 days following receipt of the invoice unless specified otherwise in advance.

### **ARTICLE V-LEGAL RELATIONS**

1. The ENGINEER shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work to be done under this AGREEMENT.
2. The ENGINEER shall maintain throughout the Period of Services defined in Article III of this AGREEMENT the following coverage:

#### **2.1. Workmen's Compensation and Employer's Liability Insurance.**

Workmen's compensation and any other insurance coverage as may be required by law in the State of Mississippi.

#### **2.2. Comprehensive Automobile and Vehicle Liability Insurance.**

This insurance shall be written in comprehensive form and shall protect the OWNER against claims for injuries to members of the public and/or damages to property of others arising from ENGINEER's use of motor vehicles or any other equipment and shall cover operation with respect to operations under this AGREEMENT, and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned or hired. The limits of liability shall not be less than the following:

Bodily Injury	\$500,000.00 each person
	\$500,000.00 each occurrence
Property Damage	\$500,000.00 each occurrence

#### **2.3. Comprehensive General Liability.**

This insurance shall be written in comprehensive form including OWNER'S protective products and operations insurance and shall protect the OWNER against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the ENGINEER or any of its agents, employees or subcontractors.

The limits of liability shall not be less than the following:

Bodily and Personal Injury	\$300,000.00 each person \$1,000,000.00 each occurrence
Property Damage	\$500,000.00 each occurrence \$500,000.00 aggregate

#### 2.4 Professional Liability.

The ENGINEER shall maintain professional liability insurance coverage written on a claims made basis in the amount of \$1,000,000.

#### 2.5 The insurance coverage specified above shall constitute minimum requirements.

3. Insurance furnished in compliance with the above must be with an insurance company either authorized to do business in the State of Mississippi or said policy shall be registered and delivered in accordance with the insurance laws of the State of Mississippi.
4. This AGREEMENT is for independent contractor services of ENGINEER and, as such, OWNER is not required to maintain workers' compensation insurance, health insurance (or any health-based supplemental insurance), or professional liability insurance for ENGINEER.

### **ARTICLE VI-DEFENSE AND INDEMNITY**

1. For consideration received and acknowledged, and to the fullest extent permitted by law, the ENGINEER shall defend, indemnify, and hold harmless the City, its agents, and employees, and any other person or entity that the City is required to defend or indemnify (collectively, the "Indemnities"), from and against any and all demands, claims, causes of action, liens, fines, penalties, losses, damages, costs, and expenses (including legal fees), of every kind and nature, regardless of whether in law or in equity, or whether nominal, actual, direct, indirect, consequential, special, punitive, or otherwise (collectively, the "Liabilities"), arising out of ENGINEER'S negligence.
2. If any portion of the foregoing indemnity clause is determined to be in contravention of applicable law or otherwise invalid or unenforceable, that portion shall be deemed severable and the foregoing indemnity clause shall be reformed to provide the maximum enforceable defense and indemnity in favor of the Indemnities permitted by applicable law.

### **ARTICLE VII-TERMINATION OF CONTRACT**

1. Unless earlier terminated as stipulated below, this AGREEMENT shall terminate upon completion of the Period of Services or extensions as mutually agreed by both parties.
2. This AGREEMENT may be terminated with or without cause, in whole or in part, by either party with 30 days' written notice of intent to terminate.
3. Upon receipt of a termination notice, the ENGINEER shall, (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in process.
4. Upon termination pursuant to Article VII, paragraph 2 above, the OWNER may take over the work and prosecute the same to completion by agreement with another party or otherwise.

## **ARTICLE VIII-CHANGES AND AMENDMENTS**

1. This AGREEMENT may be amended as mutually deemed necessary by the ENGINEER and the OWNER; such amendments shall be made a part of the AGREEMENT.
2. Nothing in this AGREEMENT shall preclude the ENGINEER and the OWNER from clarifying, adding to, or reducing the scope of the AGREEMENT.

## **ARTICLE IX- MISCELLANEOUS**

1. All work under this AGREEMENT shall be performed in accordance with generally accepted professional standards and shall be subject to inspection and acceptance of the OWNER. The ENGINEER shall be responsible for the technical adequacy of his work.
2. Control of means and methods of operation for all work accomplished in the ENGINEER's office or in the field, including provisions for any required safety precautions, shall be the responsibility of the ENGINEER.
3. All communications regarding this AGREEMENT will be directed to the OWNER through the person designated by the OWNER as the Project Manager.
4. For projects other than general engineering services, invoices will be submitted to the OWNER (City Manager) monthly, and the ENGINEER shall include a brief analysis showing the cost-to-date and contract balance for work performed.
5. This AGREEMENT, or any interest therein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by either the ENGINEER or OWNER without the prior written consent of the other party.
6. In the event any provision of this AGREEMENT shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties hereto. One or more waivers by either party of any breach of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of any subsequent breach.
7. This AGREEMENT and all covenants and warranties contained herein shall survive indefinitely unless agreed otherwise in writing by the ENGINEER and OWNER.
8. Termination of this AGREEMENT, unless expressly provided otherwise herein, shall not relieve or release any party from any rights, liabilities, or obligations that it has accrued prior to the date of such termination and those rights, liabilities, and obligations expressed herein of the parties upon the termination of the AGREEMENT.
9. Any notice required or permitted to be sent hereunder to OWNER shall be deemed given when deposited in the United States mail, postage prepaid, certified mail, to the OWNER at:

The City of Diamondhead  
c/o City Manager  
5000 Diamondhead Circle  
Diamondhead, Mississippi 39525

10. Any notice required or permitted to be sent hereunder to ENGINEER shall be deemed given when deposited in the United States mail, postage prepaid, certified mail, to the ENGINEER at:

Benjamin Benvenuti  
Covington Civil & Environmental, LLC  
2510 14<sup>th</sup> Street, Suite 1010  
Gulfport, MS 39501

11. This AGREEMENT (consisting of Pages 1 to 5 inclusive) together with the Exhibits identified herein constitute the entire AGREEMENT between the OWNER and ENGINEER and supersede all prior written or oral understandings. This AGREEMENT and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have been made and executed this AGREEMENT as of the day and year first above written.

ACCEPTED FOR OWNER:  
CITY OF DIAMONDHEAD

ACCEPTED FOR ENGINEER:  
COVINGTON CIVIL & ENVIRONMENTAL, LLC.

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

\_\_\_\_\_  
Ben Benvenuti, Principal Engineer  
License #

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST

ATTEST

\_\_\_\_\_  
Jeannie Klein, City Clerk

\_\_\_\_\_  
Signature

## **Exhibit 1**

### **CITY ENGINEER**

#### **General Services 1 Scope of Services**

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For a fixed monthly amount paid by the City of Diamondhead (OWNER) to Covington Civil & Environmental (ENGINEER) will provide the following services:

- Attend bi-weekly meeting of the City Manager and City Council and special call meetings.
- Attend meetings with City Manager, city staff or city's consultants on an as-needed basis.
- Attend Planning & Zoning Commission meetings as needed.
- Coordinate minor permit applications for in-house improvements with DWSD, MSDH and MDEQ.
- Assist the City with preparation of Tidelands, GOMESA and other funding source applications as needed.
- Evaluate and provide recommendation for minor drainage repairs and improvements throughout the City.
- Develop schematic plans, estimates, and schedules for short-term and long-term City improvements and master planning.
- Other miscellaneous general services not included in the items listed below.

These services include engineering services, CAD drafting services, inspection services, administrative services, document preparation and printing, travel, telephone consultation, and overhead associated with the completion of tasks. ENGINEER does not charge overtime rates when responding to calls and inspecting projects after hours and on weekends.

#### **Work-Outside Basic Services**

For all other specific projects to bid and specialized services we propose to bill under a project specific negotiated fee or Time and Material at the hourly rates attached. We would anticipate these types of projects and activities to include the following:

- Projects that require plans and specification engineered and stamped for quotes and/or bidding
- Projects funded outside of the City's General Funds
- GIS and Surveying
- Geotechnical services
- Specialized environmental services
- Testing
- Specialized architectural services
- Specialized inspections
- Full time RPR
- Specialized mechanical services
- Specialized electrical services

Also, any City project that is funded with City funds that is required to be bid in accordance with state law or federal law will be considered as an additional service. Special projects for recreation, police, or fire departments will also be considered an additional service. Finally, any time and cost associated with preparation for court or other legal proceedings will be provided outside of the general engineering on a time and material basis.

The above tasks include engineering, drafting and CAD services, inspection, document preparation and printing, travel cost, telephone consultations, and other overhead cost associated with the task.

All GIS, survey, environmental, or architectural services will be considered an additional service and outside of the general services discussed above.

On other projects handled by ENGINEER as an additional service to the agreement, payment will be determined on a project-by-project basis depending upon the source of funds and the project specific requirements. Projects to be handled as an additional service include but are not limited to:

Projects funded by other sources, such as LPA, MDOT, FHWA, FEMA/EMMA CIAP; State Revolving Funds; COE funds (i.e., 592); CDBG; SPAP projects; EPA projects; State or federal grants or loans; or any other project funded outside the City's normal operating funds, i.e., water, sewer, and general fund.

**Exhibit 2**  
**Fee Schedule**

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<u>Classification</u>	<u>Labor Hourly Rate</u>
Principal Engineer	\$162.00
Senior Professional Engineer (held P.E. License minimum 10 years)	\$145.00
Senior Professional Engineer (held P.E. License minimum 5 years)	\$125.00
Professional Engineer (licensed P.E.)	\$105.00
Senior Project Manager (minimum 15 Year Experience)	\$115.00
Project Engineer	\$95.00
Professional Land Surveyor	\$98.00
Survey Crew Chief	\$68.00
Instrument Person	\$41.00
Senior CAD Technician (minimum 15 Years Experience)	\$90.00
Senior CAD Technician (minimum 10 Years Experience)	\$80.00
CAD Technician	\$70.00
Clerical	\$50.00
Senior Administration (minimum 15 Years Experience)	\$80.00
Resident Project Representative	\$75.00
Engineering/Specification Technician	\$65.00
Student Intern/Co-op	\$40.00
Scientist	\$85.00
Senior Scientist	\$160.00
Senior Geologist	\$160.00
Senior Construction Manager	\$160.00
Biologist	\$115.00
1 man GPS Survey Crew	\$150.00
2 man GPS Survey Crew	\$175.00
Drone (minimum charge, up to half day)	\$350.00
Drone (more than half day to all day)	\$475.00