

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF DIAMONDHEAD AND
SEYMOUR ENGINEERING, PLLC**

The AGREEMENT made this 19th day of August, 2014, by City of Diamondhead, hereinafter referred to as the OWNER, and Seymour Engineering, PLLC, hereinafter referred to as ENGINEER, WITNESSETH, that the parties hereto mutually agree as follows:

WHEREAS, the OWNER selected the ENGINEER to furnish design reviews and recommendations for Planning Commission, City Council project submittals, and furnish miscellaneous studies/field investigations, hereinafter referred to as PROFESSIONAL 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 PROFESSIONAL SERVICES.

ARTICLE I - ENGINEER'S RESPONSIBILITIES

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

ARTICLE II - ENGINEER'S RESPONSIBILITIES

1. The ENGINEER shall have sole responsibility for and furnish all necessary labor, direct and indirect cost to perform and complete the PROFESSIONAL SERVICES which may be requested by the OWNER.

ARTICLE III - PERIOD OF SERVICES

1. The period of services shall be a 24 month period commencing on August 19, 2014.

City of Diamondhead

5000 Diamondhead Circle, Diamondhead, MS 39525-3260
Phone: (228) 222.4626
FAX: (228) 222.4390
www.diamondhead.ms.gov



August 15, 2014

Mayor and Council
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Council:

Re: Extension of Term Contract with Vulcan Signs for Furnishing Traffic Signs, Posts, Hardware

On September 17, 2013 bids were awarded for a term contract with Vulcan Signs for furnishing traffic signs, posts and hardware. The bid was for a one-year period (9/1/13 – 9/30/14) with an option to extend for an additional one (1) year.

It is my recommendation approval be granted to extend the term contract with Vulcan Signs for an additional year (10/1/14 – 9/30/15) pursuant to the terms and agreement outlined in the original contract. Attached are the signed extension agreement and original proposal.

Thank you in advance for your consideration and approval.

Sincerely,

Richard Sullivan
City Manager

RS:jk

attachment



City of Diamondhead

5000 Diamondhead Circle, Diamondhead, MS 39525

Phone: (228) 222-4626

FAX: (228) 222-4390

www.diamondhead.ms.gov

REC'D AUG 08 2014

Stamp: AUG 14 2014
[Handwritten signature]

8/5/2014

Vulcan Signs
PO Box 1850
Foley, AL 36536-1850

We are writing today to inform you that the City of Diamondhead would like to extend the Term Contract for Furnishing Traffic Signs, Posts and Hardware, your company was awarded last year for an additional 12 months, beginning October 1, 2014 and ending September 30, 2015. With all terms remaining the same.

By signing below I agree to extend the current Term Contract for Furnishing Traffic signs, Posts and Hardware for an additional 12 months:

[Handwritten signature: Matthew M. Maurin]

Representative Signature
Vulcan Signs Matthew M. Maurin

[Handwritten signature]

City Manager
City of Diamondhead

Date: 8-11-14

Date: 8/15/14

Please return to the above address, once received we will forward you an executed copy. Thank you.

Connie Scott
Purchasing Clerk
City of Diamondhead
228-222-4626

**GROUP TRAFFIC SIGN
PROPOSAL FOR
FURNISHING TRAFFIC SIGNS, POSTS AND HARDWARE
TO THE
CITY OF DIAMONDHEAD**

Honorable Mayor and City Council
City of Diamondhead
5000 Diamondhead Circle.
Diamondhead, MS 39525

APPROVED BY COUNCIL
9/17/13
DATE _____ BY _____

Mayor and Council Members:

Pursuant to your advertisement, receivable until **10:00 A.M., July 31, 2013** we

Vulcan Signs _____ residing at
(Name of Company)

Foley, AL _____ do hereby

Submit, this our proposal for furnishing "TRAFFIC SIGNS, POSTS AND HARDWARE", as ordered by the City for the period beginning, September 1, 2013 and ending September 30, 2014, with the option to extend the contract for additional one (1) year, with all terms staying constant and authorization by the City Council.

STANDARD TRAFFIC SIGNS BID PRICE PER EACH

Specifications; signs shall be .080 thick and meet the requirements of ASTM: B209, Alloy 6061-T6 or 5052-H38. Sign sheeting shall be a Type III Hi – Intensity Reflective Sheeting with either an encapsulated glass bead or unmetallized micro prismatic retroreflective material. The sheeting shall have a protected, precoated, pressure-sensitive adhesive backing. Completed sign size of blank, legend, border and color of the background/legend is to conform to the Current Edition of the Manual on Uniform Traffic Control Devices (MUTCD). Signs shall be pre-punched with 3/8" – inch holes for proper mounting to sign post.

SIZES	COST (1 Color)	COST (2 Colors)	COST (3 Colors)
9" x 9"	2.75	3.20	3.68
9" x 12"	3.37	3.84	4.31
9" x 15"	4.06	4.53	5.00
11" x 9"	3.20	3.66	4.13
12" x 6" S/F	2.60	2.90	3.37
12" x 18"	6.30	6.76	7.23
18" x 6" S/F	3.24	3.71	4.19
18" x 9" S/F	4.96	5.43	5.90
18" x 15"	7.94	7.51	8.88

18" x 18"	9.48	9.95	10.42
18" x 24"	12.21	12.99	13.83
18" x 30"	15.26	16.24	17.29
21" x 15"	9.25	9.72	10.20
24" X 6" S/F	4.33	4.80	5.26
24" x 8"	5.75	6.22	6.68

24" x 9" S/F	6.38	6.84	7.32
24" x 10"	7.18	7.65	8.12
24" x 12"	8.48	8.95	9.42
24" x 24"	16.28	17.32	18.44
24" x 30"	20.35	21.65	23.05
27" x 9" S/F	7.16	7.63	8.09
30" x 12"	10.63	11.10	11.57
30" x 30"	25.44	27.06	28.81
30" x 36"	30.53	32.48	34.58
36" X 12"	12.68	13.15	13.61
36" X 24"	24.42	25.98	27.66
36" X 36"	36.63	38.97	41.49
48" X 18"	24.42	25.98	27.66
48" X 24"	32.56	34.64	36.88
48" X 30"	40.70	43.30	46.10
48" X 36"	48.84	51.96	55.32
48" X 48"	65.12	69.28	73.76
60" X 24"	40.70	43.30	46.10
60" X 30"	50.88	54.13	57.63
60" X 36"	61.05	64.95	69.15
30" X 30" X 30"	12.82	NO BID	NO BID
36" X 36" X 36"	17.25	NO BID	NO BID
36" X 48" X 48"	26.73	NO BID	NO BID
18" Round	8.72	9.20	9.66
36" Round	35.45	35.93	36.39

*Minimum purchase requirement of 6 each of same sign.

*Prices quoted are based on standard MUTCD messages and standard colors.

QUANTITY DISCOUNT FOR STANDARD SIGN SINGLE ORDER – SAME SIZE AND FACE

Quantity	Discount
10 and Over	0 %
24 and Over	0 %
50 and Over	0 %

STANDARD TRAFFIC SIGN POST BID PRICE PER EACH

Annual Bid – Traffic Signs, Posts and Hardware

Specifications; Post shall be of high carbon rail steel ASTM: A499, straight with no bending, warping, splits or breaks. The posts shall be "U" section and radius shall not be great than 13/32 of an inch. The posts without ground plates shall have a linear foot weight of 2.0 Lbs for 7' to 10' and 3.0 Lbs for 11' to 14' lengths. Hole punching on the center web for posts shall have 3/8 inch holes one (1) inch apart from the top of post and shall extend the full length of post.

Length	Description	LBS per foot	Units per Bundle	Price per Post
10 FT	Steel Galvanized U-Channel Post	2.0 Lbs	50	18.40
12 FT	Steel Galvanized U-Channel Post	3.0 Lbs	50	32.25
14 FT	Steel Galvanized U-Channel Post	3.0 Lbs	50	37.63

QUANTITY DISCOUNT FOR STEEL GALVANIZED POST SINGLE ORDER OF INDIVIDUAL LENGTHS

Quantity	Discount
25 and Over	0 %
100 and Over	0 %
200 and Over	0 %

STREET NAME SIGN BRACKETS

Specifications; Post caps shall permit the installation of a Flat Street Name Blade to a Steel U-Channel Post at 90 degrees. Cross Bracket shall permit a second Flat Street Name Blade at 90 degrees atop another Flat Blade. Brackets shall come with bolts to mount to sign posts and set screws to mount street name sign to bracket.

Bracket Code	Size	Description	Unit Cost
91UF-OL90	5.5" Slot	U-Channel Post Cap (Each)	3.15
		U-Channel Post Cap (Box of 50)	157.50
990F	5.5" Slot	Cross Bracket (Each)	3.94
		Cross Bracket (Box of 50)	197.00
12UF-OL90	12" Slot	U-Channel Post Cap (Each)	12.15
		U-Channel Post Cap (Box of 10)	121.50
12CF	12" Slot	Cross Bracket (Each)	12.15
		Cross Bracket (Box of 10)	121.50

HARDWARE (BOLTS, NUTS & WASHERS)

Specifications; Hardware for mounting signs to posts shall be coated by the Zinc Chromate Process (ASTM B633) and meet the following; Bolts shall have a 1/2 inch head ASTM: A307, Grade A Nuts shall be self-locking A563. Flat washers shall be mounted between the sign support and the self-locking nut ANSI B27.2., Vinyl Washer shall be installed between the bolt

head and sign face and shall have an outside dimension of 7/8 inch, inside diameter of 3/8 inch and be 1/6 inch thick.

Size	Description	Unit Cost
5/16" x 2.5"	Bolt (Box of 50)	.16 each
5/16"	Nut (Box of 50)	.08 each
5/16"	Flat Washer (Box of 50)	.07 each
3/8"	Vinyl Washer (Box of 50)	.09 each

NOTE: ALL MATERIALS OFFERED MUST BE CERTIFIED TO MISSISSIPPI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS

GENERAL:

1. Bid prices quoted shall be new unit prices payable, including delivery to the City of Diamondhead, MS
2. Any change in prices offered shall be based on increase from the bidder's supplier, and be verified in writing by the bidder's supplier. The notice or request for a price adjustment must be submitted at least thirty (30) days prior to the effective date.
3. The City of Diamondhead reserves the right to cancel contract to purchase at any time for justifiable cause. Further contract to purchase may be canceled for cause by either party upon thirty (30) days written notice.
4. The City of Diamondhead reserves the right to request from the vendor an extension of this contract for a second term, commencing on October 1, 2014 with all prices remaining constant. Said extension to be authorized the City Council and notifications to be provided in writing.
5. All prices must be FOB (Seller Pays Freight) and delivered to the City of Diamondhead Public Works Department located at 98190 Kapalama Dr. Diamondhead, MS 39525.

I CERTIFY THE PRODUCTS OFFERED MEET OR EXCEED THE FOREGOING SPECIFICATIONS

DATE: 7/24/13

VENDOR: Vulcan Signs

SIGNEDBY: Matthew M. Maurin - Sales Manager
(Print Name and Title)

SIGNATURE: *Matthew M. Maurin*

ADDRESS: P O Box 1850 - Foley AL 36536-1850

TELEPHONE: 1-800-633-6845 FAX: 251-943-1544

EMAIL ADDRESS: vulcan3@vulcaninc.com

ARTICLE IV - COMPENSATION

1. As consideration for providing the services enumerated in the AGREEMENT, the OWNER shall pay the ENGINEER at the Standard Hourly Rates (including reimbursable) as shown in Exhibit A attached to this AGREEMENT.
2. The ENGINEER shall submit invoices to the OWNER once per month during the progress of the work. Such invoices shall be reviewed and approved by the OWNER for reimbursement. Payment will be made to the ENGINEER within 30 days following receipt of the invoice.

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. A copy of coverage shall be provided to the City and shall be in full force during contractual services period.
 - 2.1 Professional errors and omissions coverage with a limit of \$1,000,000.00 per occurrence.
 - 2.2 Workmen's Compensation and Employer's Liability Insurance and any other insurance coverage as may be required by law in the State of Mississippi.
 - 2.3 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 damage 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.

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

- 2.4 Comprehensive General Liability:

This insurance shall be written in comprehensive form including OWNERS' protective products and operations insurance and shall protect

the OWNER against claims 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

- 2.5 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. ENGINEER agrees to indemnify owner for any and all claims, damages, legal fees and expenses incurred arising out of or caused by any acts or omissions of ENGINEERS, its agents and employees under the AGREEMENT.
 5. ENGINEER shall be construed to be an independent consultant.

ARTICLE VI - CHANGES, 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 VII - MISCELLANEOUS

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.

This AGREEMENT (consisting of Pages 1 to 3 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 made and executed this AGREEMENT as of the day and year first above written.

ACCEPTED FOR OWNER:

ACCEPTED FOR ENGINEER:

CITY OF DIAMONDHEAD

SEYMOUR ENGINEERING, PLLC

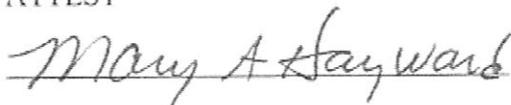
CITY MANAGER



PRESIDENT

ATTEST

ATTEST



(EXHIBIT "A")
SEYMOUR ENGINEERING

STANDARD HOURLY RATES

PRINCIPAL ENGINEER (P.E.)	\$160.00/HOUR
SENIOR STRUCTURAL/CIVIL ENGINEER (P.E.)	\$150.00/HOUR
ENGINEER (P.E.)	\$140.00/HOUR
ENGINEER (E.I.)	\$120.00/HOUR
ENVIRONMENTAL ENGINEER	\$120.00/HOUR
PROJECT MANAGER	\$120.00/HOUR
ENVIRONMENTAL SCIENTIST	\$95.00/HOUR
SENIOR ENGINEERING TECHNICIAN	\$95.00/HOUR
TECHNICIAN / INSPECTOR	\$85.00/HOUR
DESIGN/CADD TECHNICIAN	\$85.00/HOUR
DRAFTSMAN (CADD)	\$65.00/HOUR
ADMINISTRATIVE ASSISTANT/SPECIFICATIONS TECHNICIAN	\$55.00/HOUR
CLERICAL	\$40.00/HOUR
SURVEY TECHNICIAN (P.L.S.)	\$90.00/HOUR
PARTY CHIEF	\$75.00/HOUR
SURVEY ASSISTANT	\$65.00/HOUR
SURVEY CREW (TWO-MAN)	\$120.00/HOUR
SURVEY CREW (THREE-MAN)	\$145.00/HOUR
SURVEY CREW (GLOBAL POSITIONING SYSTEM)	\$145.00/HOUR
HYDROGRAPHIC SURVEY CREW	\$150.00/HOUR

REIMBURSABLE

TRAVEL, LODGING, SHIPPING AND REPRODUCTION COSTS SHALL BE REIMBURSABLE EXPENSES BILLED TO THE PROJECT.