



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Parks and Recreation	Diesel Post - Parks and Recreation Director	August 6, 2024

AGENDA ITEM

Consent agenda – Approval of a contract with Ovierre Industries for vehicular wayfinding update

BACKGROUND

A City-wide wayfinding sign update was approved in the 2024 budget. Drew Nelson began the project and it was then turned over to Parks and Recreation. Staff worked with a designer to develop the updated wayfinding signs (attached), and completed an informal bid process. The Results of that process are below:

Bidder	Bid
Eclipse	\$57,865.00
Ovierre Industries (local bidder)	\$51,542.80-\$6000 design credit=\$47,635.26
Sixline Metal Works	No bid

RECOMMENDATION

Based on the City's purchasing policy, staff recommends that council approve entering into a contract with Ovierre Industries for the 2024 Wayfinding update project

FISCAL IMPACT

The 2024 budget includes \$125,000 for Wayfinding. The contract for this component of the project is \$47,635.26. The below shows the spending to date and this new contract. Overall, a budget savings of \$33,690 is anticipated.

Budget	\$125,000
River corridor	8,349
Ped wayfinding	35,325
Ovierre contract - Vehicular wayfinding	47,635
Remaining	\$33,691

MOTION

A City Councilmember should state, "I move to approve the Consent agenda," followed by a second and a roll call vote.

GENERAL CONTRACT FOR SERVICES

This Contract for Services is made effective as of July 17, 2024, by and between The City of Salida of Salida, Colorado (the "Recipient"), and Ovierre Industries LLC of 7747 CR 150, Salida, Colorado 81201 (the "Provider").

1. DESCRIPTION OF SERVICES. Beginning on July 17, 2024 Ovierre Industries LLC will provide to the Recipient the following services (collectively, the "Services"):

Project management, production and installation of a vehicular wayfinding signage suite, as described in attachments A & B.

2. PAYMENT. Payment shall be made to Provider according to the following schedule:

Event and Payment Amount

Due to trigger project start (no PO necessary, unless by City Finance department)

Project Deposit (50%): \$23,817.63

Due upon project completion

Project Remainder (50%): \$23,817.63

* *based on estimate 660 (Attachment B) and provided inventory, although final number may vary based on site fitting panel requirements and inventory during project.*

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 5 percent per month, or the maximum percentage allowed under applicable Colorado laws, whichever is less.

The Recipient shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if the Recipient fails to pay for the Services when due, Ovierre Industries has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

3. TERM. This Contract will terminate automatically upon completion by Provider of the Services required by this Contract.

4. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. failure to make a required payment when due
- b. insolvency or bankruptcy of either entity

- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

5. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

6. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

7. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

8. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

9. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds

that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

10. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

11. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Colorado.

12. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

13. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

14. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

15. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

16. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

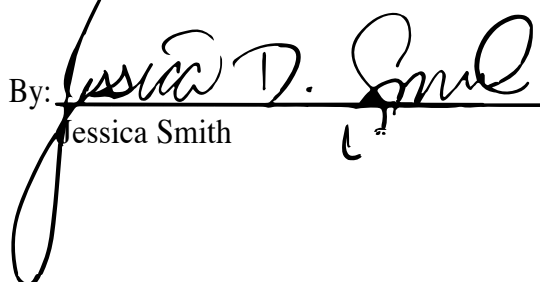
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Service Recipient:

By: _____
Representative

Date: _____

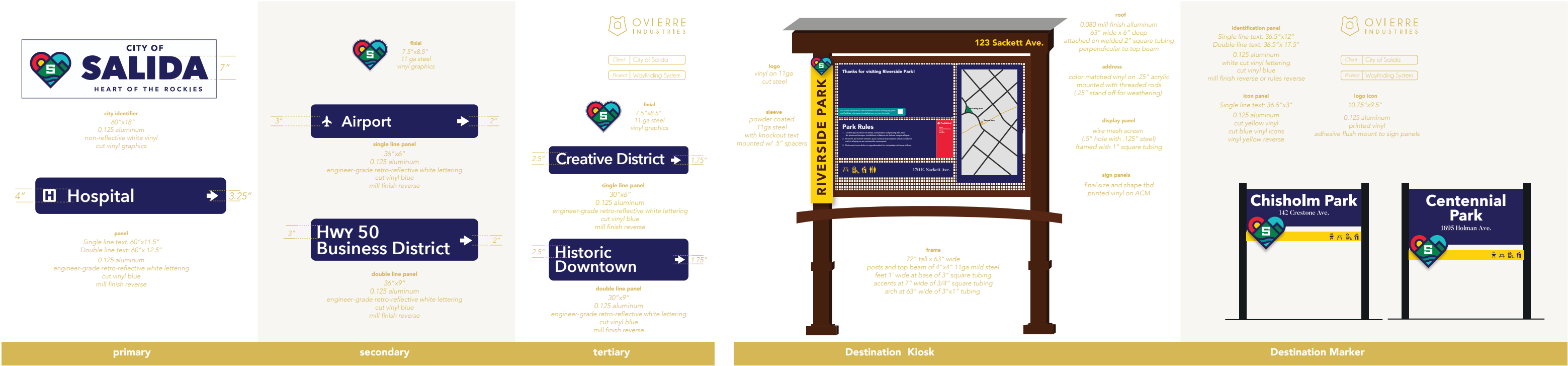
Service Provider:
Ovierre Industries

By:  _____
Jessica Smith

Date: 07/17/2024



ATTACHMENT A: SUMMARY DESCRIPTION OF SERVICES AND PRODUCT



SERVICES

- Fabricate signs to specs on approved proof
- Remove original signage
- Install new signage
- Contract engineering and installation service providers as needed
- Coordinate any permitting needs

PRODUCT

Sign suite as listed in Attachment B, estimate 660 referencing current sign inventory. Inventory adjustments may be made during project completion at the City of Salida's discretion.

EXCLUSIONS

- This list is not comprehensive, but rather meant to indicate exclusions relevant to the project under contract which should be addressed separately.*
- Maintenance of new signage
 - Repair of signage during and after its useful life (standard exterior sign life span to range from 5-7 years with normal use)

ATTACHMENT B: PROJECT ESTIMATE



ESTIMATE

Ovierre Industries
7747 County Road 150
Salida, Colorado 81201
United States

BILL TO
City of Salida
Diesel Post

diesel.post@cityofsalida.com

Estimate Number: 660

Estimate Date: April 18, 2024

Valid Until: May 18, 2024

Estimate Total (USD): \$47,635.26

Items	Quantity	Price	Amount
Custom Sign Primary City Identifier Panel size: 60"x18" substrate: .125" aluminum graphics: Printed vinyl on reflective white	7	\$383.00	\$2,681.00
Custom Sign Primary Single Line Text Panel size: 60"x11.5" substrate: .125" aluminum graphics: Cut blue vinyl with knockout white reflective text	23	\$267.44	\$6,151.12
Custom Sign Primary Double Line Text Panel size: 60"x12.5" substrate: .125" aluminum graphics: Cut blue vinyl with knockout white reflective text	4	\$299.47	\$1,197.88
Custom Sign Secondary Finial size: 7.5"x8.5" substrate: .125" aluminum graphics: Contour cut vinyl print	21	\$56.11	\$1,178.31
Custom Sign Secondary Single Line Panel size: 36"x6" substrate: .125" aluminum graphics: Cut blue vinyl with knockout white reflective text	69	\$87.98	\$6,070.62
Custom Sign Secondary Double Line Panel size: 36"x9" substrate: .125" aluminum graphics: Cut blue vinyl with knockout white reflective text	20	\$123.47	\$2,469.40

ATTACHMENT B: PROJECT ESTIMATE



ESTIMATE

Ovierre Industries
7747 County Road 150
Salida, Colorado 81201
United States

Items	Quantity	Price	Amount
Custom Sign Tertiary Finnacle size: 7.5"x8.5" substrate: .125" aluminum graphics: Contour cut vinyl print	24	\$56.11	\$1,346.64
Custom Sign Tertiary Single Line Panel size: 30"x6" substrate: .125" aluminum graphics: Cut blue vinyl with knockout white reflective text	32	\$87.98	\$2,815.36
Custom Sign Tertiary Double Line Panel size: 36"x9" substrate: .125" aluminum graphics: Cut blue vinyl with knockout white reflective text	5	\$123.47	\$617.35
Custom Sign Destination Identification Panel, Single Line size: 36.5"x12" substrate: .125" aluminum graphics: Cut blue and white vinyl reverse: rules text or mill finish	16	\$129.00	\$2,064.00
Custom Sign Destination Identification Panel, Double Line size: 36.5"x17.5" substrate: .125" aluminum graphics: Cut blue and white vinyl reverse: rules text or mill finish	13	\$142.00	\$1,846.00
Custom Sign Destination Icon Bar size: 36.5"x3" substrate: .125" aluminum graphics: Cut blue and yellow vinyl reverse: yellow vinyl or mill finish	29	\$57.74	\$1,674.46
Custom Sign Destination Logo size: 10.75"x9.5" substrate: .125" aluminum graphics: Contour cut print vinyl	29	\$118.00	\$3,422.00

ATTACHMENT B: PROJECT ESTIMATE



ESTIMATE

Ovierre Industries
7747 County Road 150
Salida, Colorado 81201
United States

Items	Quantity	Price	Amount
Custom Sign Destination Kiosk size: 72"x63" frame: mild steel, wire mesh, mill finish roof finish: powder coated in rust finish and yellow sign panels: printed vinyl on ACM logo icon: contour cut print vinyl on 11 ga steel address: color match vinyl on .24" acrylic, stud mount	4	\$2,386.78	\$9,547.12
Installation Street wayfinding installation and hardware package	1	\$7,754.00	\$7,754.00
Installation Kiosk installation and hardware package	4	\$700.00	\$2,800.00
Less Design Credit Design invoice to be applied to project	1	(\$6,000.00)	(\$6,000.00)
Subtotal:			\$47,635.26
Total:			\$47,635.26
Estimate Total (USD):			\$47,635.26