CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:

Council Bill No. 2022-611. This Council Bill approves the Agreement between Oakhurst Signs and Graphics of St. Petersburg, Florida, and the City of Joplin for a replacing the existing signage of the City of Joplin wayfinding system. This agreement is for the design, manufacturing, shipping, and installation of the wayfinding signs.

MEETING DATE:

Monday, October 3, 2022

ORIGINATING DEPARTMENT:

Convention & Visitors Bureau

REVIEWED BY:

Director of Convention & Visitors Bureau-Patrick Tuttle, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards

SUMMARY REQUEST:

This Council Bill authorizes the purchase of replacement signage for the City of Joplin Wayfinding Signage System that has been in place since 2014.

Using the existing poles and brackets in place, Oakhurst bid for Thirty-One Thousand and Fifty dollars ($31,050) for materials, manufacturing, and shipping, and Eight Thousand Two hundred and Fifty dollars ($8,250) for installation, for a total project cost of Thirty-Nine Thousand Three Hundred dollars ($39,300).

BACKGROUND:

The Joplin Convention & Visitors Bureau is seeking to replace the 8-year-old, weathered signage of the City's existing Wayfinder System with a version that will be more appealing to travelers and be more compliant with Missouri Department of Transportation (MO-DOT) regulations.

Additionally, the replacement design will incorporate the City of Joplin's new logo and color palette, per the City of Joplin Style Guide, approved in February 2022. Most of the existing locations and verbiage will remain the same, and the existing uprights and bracketing will be used. This agreement is for the design, manufacturing, shipping, and installation of the wayfinding signs.

Through the RFP process the city received two bids for this project. The lowest came in from Oakhurst Signs and Graphics of Florida.

FUNDING SOURCE:

Funding to support this agreement is included in the CVB's FY2022 budget.

RECOMMENDATIONS:

Convention & Visitors Bureau recommends passing this bill on first reading.

ATTACHMENTS:

Concept drawing.

OAKHURST
SIGNS & GRAPHICS

City of Joplin

Wayfinding Signs

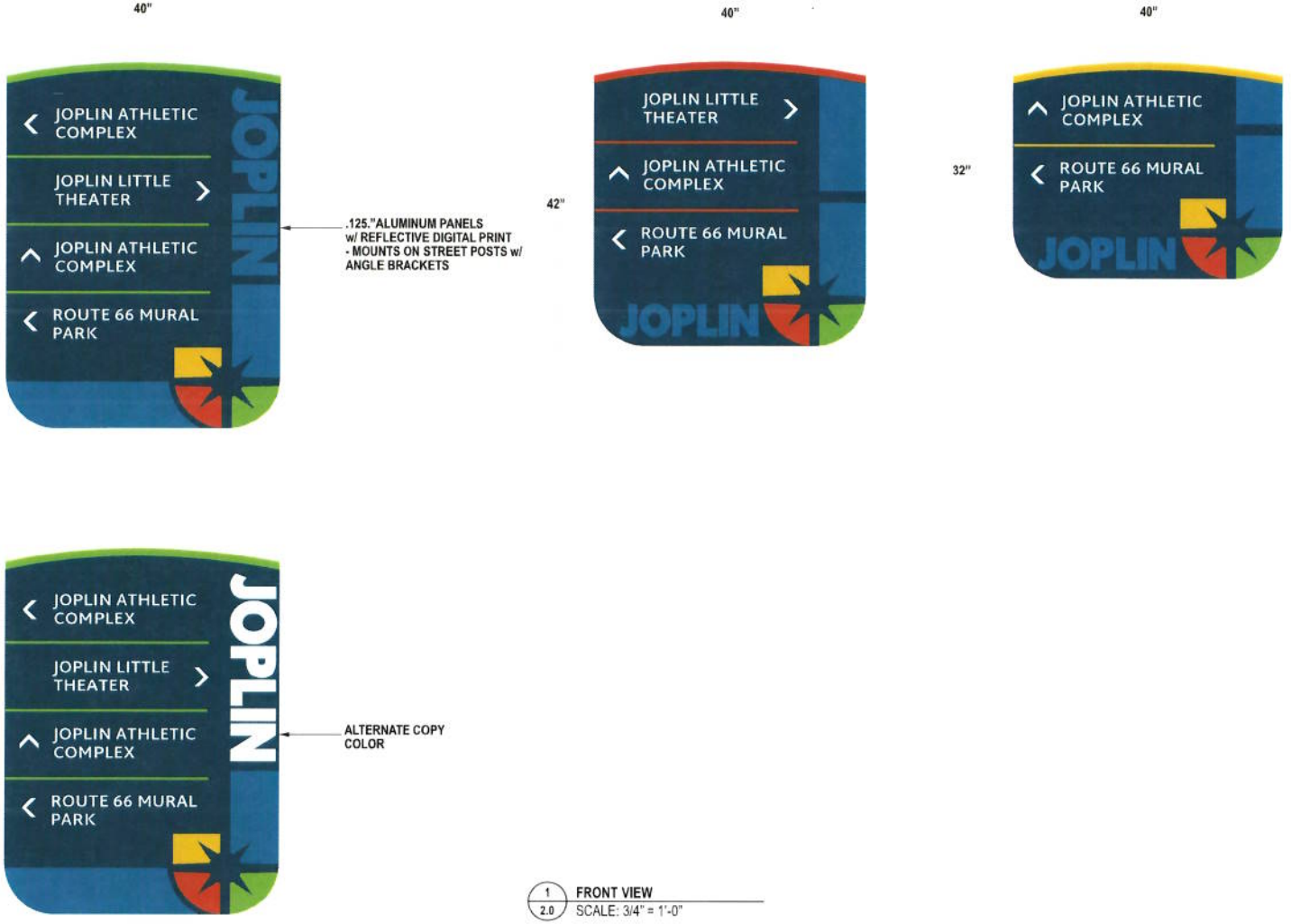
Joplin, MO



PROJ 38003
Wayfinding Sign Concepts

SIGN TYPE: WAYFINDING STREET DIRECTIONALS

OPTION A



D1 DIGITAL PRINT VINYL

- PMS 718C
- PMS 606C
- PMS 417C
- PMS 634C
- PMS 534C
- PMS 4212C

1/2.0 FRONT VIEW
SCALE: 3/4" = 1'-0"

OAKHURST
SIGNS & GRAPHICS
2392 31ST STREET SOUTH
ST. PETERSBURG, FL 33712
PHONE: 727.532.8255
165 TIDWELL DRIVE, SUITE A
ALPHARETTA, GA 30004
PHONE: 770.569.5671

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CLIENT
CITY OF JOPLIN

PROPERTY
CITY OF JOPLIN CONVENTION & VISITORS BUREAU

PROJECT
WAYFINDING CONCEPTS

ACCOUNT MANAGER
LOUIS COROMINAS

PROJECT MANAGER
CRAIG HANLON

DATE
05/23/22

VERSION
CONC 02

HISTORY	DATE	DESIGNER
CD01	05/23/22	RB
CONC 02	09/15/22	RB

REVISION LOG

SIGN TYPE: WAYFINDING STREET DIRECTIONALS

OPTION A



1/3.0 FRONT VIEW
SCALE: 1/2" = 1'-0"

OAKHURST
SIGNS & GRAPHICS

2392 31ST STREET SOUTH
ST. PETERSBURG, FL 33712
PHONE: 727.532.8255

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05/23/22

VERSION
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HISTORY	DATE	DESIGNER
CD01	05/23/22	RB
CONC 02	09/15/22	RB

REVISION LOG

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and Oakhurst Signs & Graphics, a Delaware Limited Liability Company, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to engage Consultant to perform the services described in Request for Proposal 2022-RFP-12: Replacement of Existing Wayfinding Signs Throughout the City of Joplin, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant submitted its proposal dated May 27, 2022, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, Consultant has become the lowest and best Offeror for performing said services.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the services described in Exhibit A within the time specified therein.

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibit B.

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. However, in no event shall the total payment for the scope of work exceed $39,300.00.

d. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

f. Consultant represents that Consultant will secure the following at Consultant's own expense: all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with City except as employees of Consultant. All the services required hereunder will be performed by Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of City.

g. Consultant understands that time is of the essence in this Agreement, and services shall be rendered promptly to not delay City.

2. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Consultant's reasonable attorney's fees and expenses.

5. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

6. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

7. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Consultant's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between the City's Request for Proposal and Consultant's Response to City's Request for Proposal, City's Request for Proposal will prevail.

8. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

9. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this

Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

10. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

11. Indemnification. Contractor hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Contractor, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

12. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

13. Non-Discrimination. Contractor agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

14. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin, Missouri	Oakhurst Signs and Graphics
ATTN: City Attorney	ATTN: Louis Corominas
602 S. Main St.	2400 31st St S
Joplin, MO 64801	St. Petersburg, FL 33712

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

15. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper

accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

16. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

17. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable, and any other provisions shall remain in full force and effect.

18. Subcontractors. Consultant shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Consultant by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Consultant the same power regarding termination of any subcontract as City may exercise over Consultant under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors.

19. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

20. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

21. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection

with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

22. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification, or breach by the other party, whether new or continuing, of the same or any other covenant, condition, or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI	OAKHURST SIGNS AND GRAPHICS
_____	_____
Nick Edwards, City Manager	By: Its:

ATTEST:

_____
Holly Nagy, City Clerk

COUNCIL BILL NO. 2022-611 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Oakhurst Signs & Graphics, for the purpose of replacing wayfinding signage for the not to exceed price of Thirty-Nine Thousand Three Hundred and 00/100 Dollars ($39,300.00); and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

WHEREAS, the City's current wayfinding signage was commissioned and installed in 2014; and

WHEREAS, the City's current wayfinding signage has reached the end of its useful life; and

WHEREAS, the City desires to replace the current wayfinding signage with new wayfinding signage that is not only new, but is also more appealing to travelers and incorporates the City's new marketing and tourism materials, such as its logo and color palette.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Agreement by and between the City of Joplin, Missouri, and Oakhurst Signs & Graphics, for the purpose of replacing wayfinding signage for the not to exceed price of Thirty-Nine Thousand Three Hundred and 00/100 Dollars ($39,300.00), a true and accurate copy of said agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2022, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagyt, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney