

RESOLUTION NO. 05 23 2024A

A RESOLUTION AUTHORIZING AN AGREEMENT WITH PIROS SIGNS, INC., PROVIDING FOR THE SPORTS PARK LED SIGN IN AN AMOUNT NOT TO EXCEED \$75,700.00.

WHEREAS, the City of O'Fallon has allocated funds to replace the old broken sign with a new LED sign, located at the entrance to Sports Park, near Highway K; and

WHEREAS, the City has previously ordered from Piros Signs, Inc., and in an effort to maintain consistent software requirements to upload images and messages, Piros Signs, Inc., has been designated a single source vendor; and

WHEREAS, City Staff recommends approval of this Resolution for the purchase and installation of the Sports Park LED sign to be completed by Piros Signs, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF O'FALLON, MISSOURI, AS FOLLOWS:

SECTION 1: The City Council approves on behalf of the City an agreement with Piros Signs, Inc., for purchase and installation at a cost not to exceed \$75,700.00, in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

PASSED BY THE CITY COUNCIL FOR THE CITY OF O'FALLON, MISSOURI, THIS 23RD DAY OF MAY 2024.

Attest:


Katie Crabtree
Katie Crabtree, Assistant City Clerk



Bill Henney
Presiding Officer

RESOLUTION NO. 05 23 2024A

APPROVED BY THE MAYOR FOR THE CITY OF O'FALLON, MISSOURI, THIS 23RD DAY OF MAY 2024.



Bill Hennessy, Mayor



Attest:



Katie Crabtree, Assistant City Clerk

Approved as to Form:


Kevin M. O'Keefe, City Attorney

Exhibit A



AGREEMENT

THIS AGREEMENT is made and entered into this ²³~~1st~~ day of May 2024, by and between the City of O'Fallon, Missouri (CITY) and Piros Sign Inc., (VENDOR). The parties agree as follows:

1. VENDOR agrees to provide the CITY with products or services in accordance with Proposal #28988 dated 3/28/2024. Said proposal documents and specifications shall be incorporated into this contract by this reference.
2. The CITY in accordance with the attached Proposal will pay VENDOR an amount not to exceed \$75,700.00 upon completion of the work noted above.
3. VENDOR shall provide and bill for only those services associated with this project. No additional charges will be allowed without prior approval. All work performed shall be identified and quantified on each invoice.
4. VENDOR is an independent contractor and nothing contained herein shall constitute or designate VENDOR or any of its agents or employees as agents or employees of the CITY.
5. VENDOR agrees in the performance of this agreement that it will not discriminate against any employee of applicant for employment because of race, creed, color, age, sex, national origin, ancestry, religion or political opinion or affiliation.
6. VENDOR shall maintain during the life of this Agreement and furnish to the CITY the appropriate Professional Liability, Commercial General Liability, and Workers Compensation insurance certificates in amounts as detailed in the bid specifications. An original Certificate of Insurance from the company or authorized agent of record must be furnished to the City, provide that the City of O'Fallon is an "Additional Insured" on the Vendor's Commercial General Liability policy during the Term of the Agreement, and a copy of such "Additional Insured" endorsement must accompany the insurance certificate. This requirement of insurance does not limit the Vendor's liability under the Agreement in any manner. VENDOR shall provide 30 days written notice prior to any change in insurance.
7. VENDOR agrees to indemnify the CITY, its officials, and employees from any loss, damage, costs, charges or expenses to person or property by reason of any action or omission on the part of any person or company involved in this agreement.

VENDOR:
Piros Signs Inc.

Rhonda Kassen 05-17-24
Signature Date

CITY OF O'FALLON, MISSOURI

MS 5-24-24
Michael Snowden, City Administrator Date

ATTEST:

Katie Crabtree 5-24-24
Katie Crabtree, Assistant City Clerk Date





1818 OLD STATE ROAD M, BARNHART, MO 63012
 636-464-0200 Fax: 636-464-9990
 www.pirossigns.com

PROPOSAL

Proposal #: 28988

Proposal Date: 03/28/24
 Customer #: 4279
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SOLD TO:	JOB LOCATION:
CITY OF O'FALLON 100 NORTH MAIN STREET O'FALLON MO 63366	CITY OF O'FALLON SPORTS PARK 49 SPORTS PARK DR O'FALLON MO 63366

Piros Signs, Inc. (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	<p>QUOTE #34428 City of O'Fallon 49 Sports Park Dr O'Fallon, MO 63368: Furnish Labor and Materials to Fabricate and Install (1) 12'-0" x 11'-2" D/F Illuminated Monument Sign w/ EMC's as Per Rendering #231163-02 3" Square Tube Frame w/ 2" Deep Aluminum Cabinet. Logo is 2" Deep Alum. Constructed Panel Painted Mp60368/Cool Gray & Decorated w/ Premium Non-Reflective 3M Vinyl. 1/8" Thick Aluminum Rings LED Illuminated Identity Cabinet w/ Polycarbonate Faces Decorated w/ Vinyl. Address Panel: 1/8" Alum Painted MP60368 & Decorated w/ Black Vinyl. Stud Mounted to Blocks</p> <p>**Please Note: Customer to Remove & Dispose of Existing Sign & Footing.</p> <p>Includes new 8" Steel Support Pole. Engineering Required Includes 11'6" x 2'6" x 4'8" Deep Slab Footing w/ 4" Concrete Mow Pad Includes 1'-6" Tall "Cottonwood" Stone Veneer Masonry Base w/ "Natural Color" Cap Stone</p> <p>Daktronics Specs: GS6-80X200-15.85-RGB-2V Line Spacing- 15.85mm Matrix- 80 lines by 200 columns LED Color- RGB- 281 trillion colors Display Configuration: 2V - two one sided displays - same content Active Area- 4'-2" H X 10'-5" W Cabinet Dimensions- 4'-8" H X 10'-8" W X 0'-5" D Max Power- 1505 watts/display Communication- Wireless Verizon 4G modem Weight- 360 lbs. lbs. per display unpackaged *** EMC Boards Require Separate Dedicated Circuit***</p> <p>Permits/Procurement/Engineering Costs Are Not Included in This Price</p> <p>Primary Electrical to Sign by Others. Piros Signs Will Make the Final Connection If Sufficient Power is Within 6' of the Sign Location at the Time of Installation.</p>		

COMPANY INITIALS _____

CUSTOMER INITIALS _____



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Assumes good soil conditions. The excavation cost included in the price herein does NOT include the cost additions that would incur in the event that we hit a rock while drilling the foundation.

SUB TOTAL: \$75,700.00
ESTIMATED SALES TAXES: \$0.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: \$75,700.00

TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION
(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING OR TAX UNLESS SPECIFICALLY STATED.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

TERMS AND CONDITIONS

1. UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, Piro Signs, Inc. MAY, AT ITS OPTION, DECLARE THE ENTIRE BALANCE PRICE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND WHEN DECLARED, CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE, WHEN DECLARED DUE AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE INCURRED BY THE COMPANY, INCLUDING ATTORNEY'S FEES.
2. BOTH PARTIES HERETO AGREE THAT THE TITLE TO SAID ELECTRICAL SIGN SHALL REMAIN IN THE COMPANY UNTIL PAID FOR IN FULL, BUT AFTER DELIVERY TO THE CUSTOMER ALL OF DAMAGE FROM FIRE OR OTHER CAUSES AFTER SAID DELIVERY SHALL BE ASSUMED BY SAID CUSTOMER AND WILL NOT EFFECT THE RIGHTS OF THE COMPANY TO ENFORCE OF THE PURCHASE PRICE THEN UNPAID.
3. IT IS FURTHER AGREED BY BOTH PARTIES THAT ALL PROVISIONS IN REGARD TO THE PROJECT ARE CONTAINED IN WRITING HEREIN.
4. ALL TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE BINDING UPON ANY SUCCESSORS, ASSIGNEES OR OTHER LEGAL REPRESENTATIVES OF THE RESPECTIVE PARTIES BUT NO ASSIGNMENT SHALL BE MADE BY THE CUSTOMER WITHOUT THE CONSENT IN WRITING THE COMPANY UNLESS FULL PAYMENT OF THE TOTAL CONSIDERATION HAS BEEN MADE.
5. Piro Signs, Inc. SHALL SECURE ALL NECESSARY PERMITS FROM THE BUILDING OWNER, AND/OR OTHERS WHOSE PERMISSION IS REQUIRED FOR THE INSTALLATION OF THE SIGN AND SAID SHALL BE LIABLE FOR ANY OBSTRUCTION OF DELIVERY DUE TO DELAY IN OBTAINING SUCH PERMISSION, AND IF CUSTOMER EXECUTES THIS CONTRACT OF SALES WITHOUT EVER OBTAINING PERMISSION FROM PARTY OR PARTIES NECESSARY FOR THE INSTALLATION OF SAID SIGN, THEN HE PURCHASES SAME AND IS BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT AS THOUGH HE HAD OBTAINED SAID PERMISSION AND HE AGREES TO RELIEVE THE COMPANY FROM ANY LIABILITY FOR ITS FAILURE WITHIN 10 DAYS OF DELIVERY TO ERECT OR INSTALL SAID SIGN.
6. CUSTOMER AGREES TO PROVIDE SERVICE FEED WIRE OF SUITABLE CAPACITY AND APPROVED TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION, AND MAKE CONNECTION THEREOF TO DISPLAY.
7. WHEN PIER DRILLING IS NECESSARY, THE COMPANY WILL CONTACT DIG TESS TO LOCATE PUBLIC UTILITIES. LOCATION OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT ROCK IS ENCOUNTERED IN THE DRILLING PROCESS, TO THE POINT WHERE SPECIAL EQUIPMENT IS REQUIRED, ADDITIONAL MONIES MAY BE REQUESTED IN WRITING BY THE COMPANY.

COMPANY INITIALS _____

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8. ALL PRODUCTS MANUFACTURED BY THE COMPANY ARE GUARANTEED UNCONDITIONALLY AGAINST DEFECTIVE PARTS, MATERIALS AND WORKMANSHIP, WITH EXCEPTION OF INCANDESCENT AND FLUORESCENT LAMPS AS THEY ARE NEVER GUARANTEED, FOR A PERIOD OF ONE YEAR (1) YEAR. FOR THE NEXT THREE HUNDRED THIRTY (330) DAYS, AND MATERIAL, WITH THE EXCEPTION OF THE LAMPS, WILL BE REPLACE AT NO COST TO THE BUYER FOR THIS MATERIAL. THE COST OF LABOR, HOWEVER, WILL BE CHARGED AT HOURLY RATES.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY; ONCE SIGNED THIS PROPOSAL WILL EXPIRE AFTER 30 DAYS.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: _____

DATE: _____

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

COMPANY INITIALS _____

CUSTOMER INITIALS _____



Elevation View



SCALE: 3/8" = 1'

SIMULATED VIEW. ACTUAL APPEARANCE MAY VARY.



Detail View

RADIUS - 118.5'

3 SQUARE TUBE FRAME W/ 2 DEEP ALUMINUM CABINET LOGO IS 2 DEEP ALUM. CONSTRUCTED PANEL PAINTED MP60368/COOL GRAY & DECORATED W/ PREMIUM HIGH REFLECTIVE 3M VINYL.

1/8" THICK ALUMINUM RINGS

GS6 80X200-15 85 RGB-2V GALAXY® OUTDOOR ELECTRONIC MESSAGE CENTER

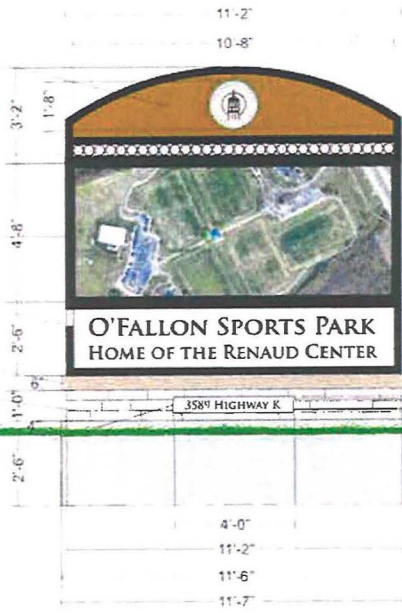
LED ILLUMINATED IDENTITY CABINET W/ POLYCARB FACES DECORATED W/ VINYL

GAP STONE- NATURAL COLOR

STONE VENEER-COTTONWOOD DIMENSIONAL STONE VENEER UTILIZING 3" & 4" BLOCK SIZES

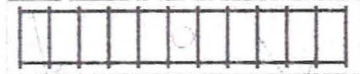
4 CONCRETE MOW PAD

1/4" ALUM. PAINTED MP60368 & DECORATED W/ BLACK VINYL. STUD MOUNTED TO BLOCKS



EXISTING

REBAR - TOP VIEW - NOT TO SCALE



REBAR - TOP VIEW - NOT TO SCALE

- | PAINT COLORS | VINYL COLORS |
|--|--|
| <ul style="list-style-type: none"> MATTHEWS MP 59367 MATTHEWS MP 50368 BLACK SATIN | <ul style="list-style-type: none"> ▼ BLACK VINYL
3M PREMIUM NON REFLECTIVE VINYL ▽ BLACK VINYL
3M PREMIUM NON ORACAL 8500-072
LIGHT GREY VINYL |

EMC Monument Sign

SCALE: 1/4" = 1'

PRODUCE & INSTALL 1 DOUBLE SIDED EMC MONUMENT SIGN.

- BUILT AS NOTED
- TO MATCH "JUSTICE CENTER" SIGN ONLY BASE IS 6' TALL

Site Plan

