



**City of O'Fallon**  
**Main Street CLIP LED Signs**  
**Request for Proposal #23-073**

**CITY OF O'FALLON, MISSOURI**  
**REQUEST FOR PROPOSALS**  
**RFP NUMBER 23-073**  
**MAIN STREET CLIP LED SIGN**

**September 1, 2023**

INCLUDED ARE:

Proposal Instructions

Terms and Conditions

Proposal Form

# CITY OF O’FALLON, MISSOURI

## PROPOSAL INSTRUCTIONS

### **PURPOSE**

This RFP provides prospective companies with sufficient information to enable them to prepare and submit proposals for consideration by the City of O’Fallon (City) to satisfy the needs as outlined in the scope of work.

### **SCHEDULE OF ACTIVITIES**

- Release and advertisement of RFP: September 1, 2023
- Deadline for submission of questions: September 14, 2023 at 12:00 P.M.
- Proposal submission deadline: September 22, 2023 at 2:00 P.M.
- Project Completion Date 90 calendar days from Notice to Proceed effective date

### **PROPOSAL SUBMISSION**

Sealed proposals must be received by the City of O’Fallon, Missouri; Purchasing Office, 100 North Main Street; O’Fallon, Missouri 63366 prior to September 22, 2023 at 2:00 P.M. (CDT). Each proposal shall consist of one original (identified as such), one copy (identified as such), and one electronic copy on flash/thumb drives of the complete proposal. The file submitted on flash drive shall include all attachments and signatures, where applicable. It is the responsibility of the proposer to ensure that their proposal is received in the Purchasing Office, prior to the deadline. Companies mailing proposals should allow ample mail delivery time to ensure timely receipt of their proposals. Proposals received after the deadline for receipt of proposals will not be opened or considered. **There will not be a public reading of the proposals on the date of submission.**

To make deliveries (including deliveries of the RFP’s for this project), the delivery vendor or bidder may hand deliver the RFP during City Hall hours of Monday – Friday 8:30 am – 4:30 pm utilizing the East Entrance only. Mailed proposals are accepted with regular mail service each day.

Late submittals will not be accepted. Proposal responses should be prepared simply and economically, providing a straightforward and concise description of the Respondent’s capabilities for satisfying the requirement of this RFP. Emphasis should be on completeness and clarity of content.

Proposals must be clearly identified as a proposal for the City of O’Fallon, Missouri “**RFP #23-073 MAIN STREET CLIP LED SIGN**” and shall show such information on the outside of the proposal packet. Proposals will not be accepted by facsimile or email transmittal. Do not staple or submit bid in any type of binder; binder clips are acceptable.

All questions must be submitted in writing to Christine Grabin, Purchasing Agent, no later than 12:00 P.M. (CDT) on September 14, 2023 via email [cgrabin@ofallon.mo.us](mailto:cgrabin@ofallon.mo.us). The City will only respond by the end of business on September 15, 2023 to questions from Respondents. Answers to questions will only be distributed via addendum and posted on our website. <http://www.ofallon.mo.us/bid-opportunities>

## **AMENDMENTS TO RFP**

In the event it should be necessary to revise any portion of this RFP, addenda will be provided through the City of O'Fallon website. It is the submitting company's responsibility to regularly check the City website listed below for updates regarding any addenda associated with this proposal request. Addenda are available on our website at: <http://www.ofallon.mo.us/bid-opportunities>. If you received this RFP by means other than the bid system, you must furnish your company name, address, and telephone number to the Purchasing Agent identified in the Proposal Instructions section in order to receive any addendum to this RFP. Proposers shall acknowledge receipt of each addendum issued in the space provided on the RFP form.

## CITY OF O’FALLON, MISSOURI

### TERMS AND CONDITIONS

#### **QUALIFICATIONS:**

All companies shall be licensed, insured, and bonded and shall furnish satisfactory evidence to the City that they have previously performed/provided the types of services as specified below.

#### **LAWS AND ORDINANCES, REGULATIONS, LICENSING FEES:**

Firm shall conform to all rules, regulations, ordinances, laws, or directives set forth by the City of O’Fallon and/or the State of Missouri.

#### **LAW GOVERNING:**

All State of Missouri and/or Federal Laws shall be hereby specifically made a part of this contract as set forth herein.

#### **NON-DISCRIMINATING:**

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

Firm shall comply with Section 285.525 – 285.550 RSMo regarding enrollment in a federal work authorization program. **A signed, notarized affidavit (attached) and supporting documentation affirming enrollment in a federal work authorization program must be submitted with proposal. Failure to comply with this provision may result in rejection of proposal.**

#### **E-VERIFY:**

Company shall be E-verify compliant and shall provide documentation to support this requirement within the proposal including the memorandum of understanding (MOU) and the electronic signature page completed in its entirety.

#### **METHOD OF AWARD / SELECTION:**

The full proposals will be evaluated by the City based upon the submitted information. The City reserves the right to select the vendor for the LED sign installation based upon, but not limited to, presented scope of work, renderings, company experience, references, and any other information provided within the submittal, should it be deemed the best and most advantageous for the City.

A response summary of proposals will be available by contacting Christine Grabin, Purchasing Agent. The response summary will only include the names of the companies that submitted proposals that were delivered by the required RFP submittal date and time. **Until award of the contract, the Responses shall be held in confidence and shall not be available for public review.**

#### **CONTACT WITH CITY OF O’FALLON PERSONNEL:**

As specified above, all contact with the City should be channeled through the Purchasing Agent. No contact with other City employees, officials, or City Council members is to be made by responding proposers throughout the entire process. Any contact will result in immediate disqualification of the proposer.

**RESPONSE MATERIAL CITYSHIP:**

All proposals become the property of the City of O’Fallon, Missouri upon receipt and will only be returned to the proposer at the City's option. Selection or rejection of the proposal will not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP. Disqualification of a proposal does not eliminate this right.

**PROPRIETARY INFORMATION:**

All material submitted in response to this RFP will become public record and will be subject to inspection after the Award notice is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal. Such request must include justification for the request and approval by the City Clerk. Neither cost or pricing information nor a total proposal will be considered proprietary.

**REJECTION OF PROPOSALS:**

The City of O’Fallon, Missouri reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the City to do so. Failure to furnish all information or to follow the proposal format requested in this RFP may disqualify the proposal. Any exception to the Scope of Work must be identified in the proposal.

**INCURRING COSTS:**

The City of O’Fallon, Missouri shall not be obligated or be liable for any cost incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this solicitation shall be borne by the proposer.

**SUBMISSION OF PROPOSALS AND SUPPLEMENTAL MATERIALS:**

Proposals shall be submitted to the Purchasing Office. If supplemental materials are required or requested, then they must be submitted to the Purchasing Office as part of the proposal. Supplemental materials will not be accepted after the proposals have been opened, unless requested by the Purchasing Office. Submission or distribution by the company of unsolicited supplemental materials to City employees or Officials may result in rejection of the proposal.

**DISCRIMINATION POLICY:**

The City of O’Fallon advises the public that it does not discriminate against any person on account of race, color, religion, creed, sex, age, ancestry, or national origin, and that such nondiscrimination is extended to procurement of materials and/or the provision of municipal services.

**WAIVER:**

The City reserves the right to waive any variances from the original RFP in cases where the variances are considered to be in the best interest of the City.

**INSURANCE:**

The firm or company that is awarded a contract shall maintain during the life of the agreement and furnish to the City the appropriate Professional Liability, Commercial General Liability, and Workers Compensation insurance certificates listing the City of O’Fallon as an “Additional Insured” during the Term of the Agreement, and a copy of such “Additional Insured” endorsement must accompany the certificate. See additional information within this document for insurance

limit requirements.

**PRICING:**

The pricing stated by the respondent in the cost proposal section shall remain firm for a one (1) year period from the start date of the contract. No price increases will be allowed for the duration of the contract. Price decreases are allowed at any time.

**PAYMENT TERMS AND CONDITIONS:**

The City's payment terms are Net 30 days. The City is exempt from Missouri sales and use taxes and will not pay taxes for any product or service. A copy of the City's tax-exempt certificate shall be presented to the firm or company that is awarded a contract.

**Inquiries concerning this Request for Proposals shall be directed to:**

Christine Grabin  
Purchasing Agent  
City of O'Fallon, Missouri  
100 North Main Street  
O'Fallon, Missouri  
Phone: (636) 379-5527  
[cgrabin@ofallon.mo.us](mailto:cgrabin@ofallon.mo.us)

**INFORMATION BEING REQUESTED:**

Please submit the following information in the order and format below with your proposal.

**A. Supplemental Information**

1. Name of primary contact, address and phone number.

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2. What day(s) and time(s) is the primary contact available? \_\_\_\_\_

3. Names and qualifications of employees who would be involved in this project.

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4. Provide a brief history of the company.

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5. Number of years in business and describe any name or ownership changes in the past five (5) years.

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6. Provide at least four (4) references of current or past clients for the same services being requested. Include key contact names and phone numbers for each reference.

7. Provide a detailed statement of the services provided.

**B. Cost Proposal Inclusions**

1. Provide a comprehensive cost proposal with a complete breakdown and a grand total for the stadium sign installation, which includes, but not limited to, all insurance, performance and payment bond costs, support services, and all other costs associated with stated work.
2. The provided proposal shall include a full copy of all manufactures technical specifications for the LED message boards anticipated to be utilized for this project.
3. The provided cost proposal shall include full color renderings that clearly define and detail the extent of work required for each sign. This detail shall include but not limited to, full color rendering with City specified colors, actual font sizing and style, all dimensions included that show exact, precise measurements for City review and evaluation, any structural sign/footing/base requirements with all information pertinent that explains this work, all material information for the framing, connection details, fasteners (to be stainless steel), and all other pertinent information to allow for the City to properly evaluate the submitted proposal.
4. Schedule of work based upon an anticipated Notice to Proceed effective date of October 16<sup>th</sup>, 2023.

## **Evaluation Criteria**

The City reserves the right to select the Vendor who best meets the “overall” needs of the City of O’Fallon based primarily on the following criteria (not listed in any order of importance):

1. Price (clear, complete and truthful responses to RFP clauses and requirements)
2. Conformance with specifications and technical details of the sign components
3. Vendor stability and strength
4. Completeness and professionalism of the proposal
5. Provided References
6. Familiarity with this type of work and past project success

## **Formal Presentations**

Prior to awarding the contract, the City may require a formal interview with vendor representatives to discuss and clarify proposal details.



## GENERAL CONDITIONS

**BID SECURITY:** Each proposal shall be accompanied by a certified check or a satisfactory bid bond executed by the VENDOR and a surety company and payable to the City of O'Fallon, Missouri, in an amount of not less than five percent (5%) of the total combined price of the proposal and all combined Alternates if applicable. If the VENDOR fails to enter into a contract with the CITY on the terms stated in his Bid or fails to furnish a Performance, Payment and Guarantee Bond as required by the Contract Documents, the amount of the Bid Bond shall be forfeited to the CITY as liquidated damages, not as a penalty.

- a. The CITY will have the right to retain the Bid Bond of VENDOR to whom an award is being considered until either (a) the "City-Contractor Agreement" has been executed and the Performance, Payment and Guarantee Bond has been furnished, (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Proposals have been rejected.
- b. Such check or bid bond will be returned to all except the three (3) lowest VENDORS within fifteen (15) days after the opening of the bids; and the remaining cash, checks, or bid bonds will be returned promptly after the CITY and accepted VENDOR have executed the contract, or, if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the VENDOR at any time thereafter, so long as he has not been notified of the acceptance of his bid.
- c. Failure on the part of the VENDOR to submit an original executed Bid Bond, or check, as described in the previous paragraphs, along with the Bid Form shall be grounds for disqualification. Photocopies of bonds or checks shall not qualify as a legitimate bid security.

### **CHANGES:**

All changes to this Document shall be amended in written form (Addenda). The Purchasing Agent prior to the scheduled proposal submittal date shall issue such amendments.

The City reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between City and the successful VENDOR.

The City shall issue to the successful VENDOR a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

No claim based on oral changes will be allowed.

### **VENDOR PERFORMANCE:**

The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, contract specifications and attached exhibits shall together constitute the Contract. The VENDOR hereby asserts that it has read the specifications, and that it is thoroughly informed and familiar as to their contents and requirements. All items shall be supplied in strict accordance with the specifications. The VENDOR'S performance under the terms of this Contract shall be to the satisfaction of the City.

### **DISCLAIMER:**

#### **RESERVED BY CITY**

The City reserves the right to reject any or all proposals failing to meet the City's specifications or requirements and to waive technicalities. If in the City's opinion, the lowest bid is not the most responsible proposal, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the City. In determining the lowest responsible bidder, the City shall

take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the City and the delivery terms. Intangible factors, such as the Contractor's reputation and past performance, will also be weighed.

The VENDOR'S failure to meet the mandatory requirements will result in the disqualification of the VENDOR'S proposal from further considerations.

The City further reserves the right to reject all proposals and obtain goods or services through intergovernmental or cooperative agreements.

Submission of a proposal confers no rights on the VENDOR to a selection or to a subsequent contract. This Request for Proposal process is for the City's benefit only and is intended to provide the City with competitive information to assist in selection of services. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and shall be made to favor the City.

**DRUG FREE WORKPLACE:**

The VENDOR (whether an individual or company) agrees to provide a drug free workplace.

**ENDORSEMENTS:**

VENDOR shall not use the City in any form of endorsement to any third-party without the Buyer's written permission.

**E-VERIFY:**

Company shall be E-verify compliant and shall provide documentation to support this requirement within the proposal including the memorandum of understanding (MOU) and the electronic signature page completed in its entirety.

**EXECUTION OF CONTRACT:**

The bidder to whom the contract has been awarded shall sign one (1) copy of the contract and return them to the City within seven (7) calendar days after receipt of the contract. Failure to execute the contract and return them to the City within seven (7) calendar days after receipt of the contract shall be cause for the annulment of the contract award and the forfeiture of the bid security to the City.

If circumstances beyond the Contractor's control prohibit a timely execution of this contract, prior written approval must be requested by the Contractor and receive approval from the City for an extension to the delivery date.

**HOLDING OF BIDS:**

VENDOR may withdraw their proposal at any time prior to the time specified as the closing time for the receipt of proposal. However, no VENDOR shall withdraw or cancel his proposal for a period of ninety (90) calendar days after said closing time for the receipt of proposals.

**LIENS, CLAIMS, AND ENCUMBRANCES:**

VENDOR warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

**LIQUIDATED DAMAGES:**

Liquidated damages shall be assessed against the VENDOR for failure to complete the project within **90 calendar days** from the written notice to proceed date and/or complete by the designated completion date in the amount of **Two Hundred Fifty Dollars (\$250.00)** per consecutive calendar day. Written notice for the commencement of liquidated damages will not be required.

**MAINTENANCE GUARANTEE:**

A Maintenance Guarantee will be required on this project. The VENDOR will be required to execute the document attached to the specifications upon substantial completion of the project when the improvement can be utilized for its full intended use. This will be required as part of the project closeout process and submitted prior to final payment.

**MISCELLANEOUS REQUIREMENTS:**

The City will not be responsible for any expenses incurred by the VENDOR in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

The VENDOR is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the City.

**NON-EXCLUSIVITY:**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor.

**PATENTS:**

VENDOR undertakes and agrees to defend at VENDOR'S own expense, all suits, actions, or proceedings against buyer, in which City, and of VENDOR'S suppliers, contractors, distributors or dealers, or the users of any of VENDOR'S products are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. VENDOR shall inform the City whenever infringement will result from VENDOR'S adherence to specifications supplied by the City or by an authorized City Representative. VENDOR further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City therein.

**PAYMENT:**

The goal of the City is to pay properly submitted VENDOR invoices within thirty (30) days of receipt, providing goods have been delivered, approved, and accepted by an authorized City Representative. Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The VENDOR will be responsible for submitting all payments by the 7<sup>th</sup> of each month. In the event the VENDOR does not submit to City its monthly pay application by the date established by City, City shall not have any obligation to pay VENDOR for work performed during the preceding month.

**PERFORMANCE AND PAYMENT BOND:**

A payment and materials bond is required for this project. The City will withhold five percent (5%) retainage on each invoice until final acceptance has been granted.

A bond will be required for the full amount (100% Labor and Material) of the contract price with a surety company for all contracts that exceed twenty-five thousand dollars (\$25,000).

Bond is for the payment of any and all materials, incorporated, consumed or used in connection with the construction of such work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise. The bond shall be executed in quadruplicate and in a form acceptable to the CITY. The cost of the payment and materials bonds shall be incidental to the price bid.

A performance bond is required for this project. The City will withhold five percent (5%) retainage on each invoice until final acceptance has been granted.

A bond will be required for the one hundred percent (100%) of the contract price with a surety company, conditioned for the faithful performance of this Contract and the guarantee of the work.

Both Contract and bond shall be executed in quadruplicate and in a form acceptable to the CITY. The cost of the performance bond shall be incidental to the bid.

**SAFETY DATA SHEETS:**

Contractor shall furnish Safety Data Sheets for their products upon award of Contract.

**SUBSTITUTION OF MATERIALS:**

Substitutions for materials require the submitting company to provide to the City any and all information pertaining to the material that is proposed as a substitution for the project. All information shall be submitted to the City on **September 22, 2023 by 2:00 PM** for evaluation. The City reserves the right to reject any and all substituted material if it's found that this material will not meet all required specifications or City's expectations for the project.

**TAX:**

The City is not responsible for and will not pay local, Federal Excise Tax or Missouri Sales Tax. A copy of the exemption letter is available to the awarded contractor.

**TERMS/CANCELLATION AND DAMAGES:**

This contract may be terminated by either or both parties upon thirty (30) days written notice or upon mutual agreement of both parties.

If the City because of the VENDOR'S breach terminates this Contract, the City shall have the right to purchase equipment elsewhere and to charge the VENDOR with any additional cost incurred.

Notwithstanding the above, the VENDOR shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this contract by the VENDOR and the City may withhold any payments to the VENDOR until such time as the amount of such damages due the City from the VENDOR shall be determined.

**TRANSFER OF CITYSHIP OR ASSIGNMENT:**

The terms and conditions of this contract shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and assigns.

Prior to any sales or assignments, the City must be notified and approve same in writing. The City shall have right of first refusal.

**END OF GENERAL CONDITIONS**

## **SPECIAL CONDITIONS**

### **PREVAILING WAGE LAWS:**

This project shall follow the prevailing wage requirements listed in the general provisions; however, if the bid is less than \$75,000.00 prevailing wage will not be required.

- A. State of Missouri: On projects involving Public Works or Public Funds, it is the statutory policy of the State of Missouri that "a wage of not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, shall be paid to all workmen employed by or on behalf of any public body, engaged in Public Works, exclusive of maintenance work." In compliance with Missouri State Law, the following stipulations are made a part of this contract:
1. The schedule of occupational classifications and minimum hourly wage rates applicable to this project are to be attached and made a part of the Contract Documents.
  2. The general prevailing rate for legal holidays and overtime work, as determined by the Industrial Commission, and as attached herein, shall be paid all workmen.
  3. The CONTRACTOR shall forfeit as a penalty to the state, county, city, town, district, or other political subdivision on whose behalf the contract is made or awarded \$10.00 for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under this contract, by him or by any subcontractor under him. Section 290.250, RSMo.
  4. All bonds furnished by this CONTRACTOR shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by this Contract.
  5. A clearly legible statement of all prevailing hourly wage rates to be paid all workmen employed in order to execute this Contract and employed on this project shall be kept posted in a prominent and easily accessible place at the site thereof by each CONTRACTOR and subcontractor engaged in this project under the Prevailing Wage Law Section 290.210 through 290.340 as amended R.S. No. 1994, effective October 13, 1994; and each notice shall remain posted during the full time that any such workmen shall be employed on the project.
  6. Upon completion of construction and before final payment can be made from this project; the CONTRACTOR shall file an "Affidavit of Compliance with the Prevailing Wage Law". No payment can be made unless and until this affidavit is filed in proper order.
- B. The Prevailing Wage document to be utilized throughout the duration of the construction contract is the one that is "In Effect" as posted with the Missouri Department of Labor and Industrial Relations at the time of the first day of the project Advertisement.

The Prevailing Wage document as attached to these specifications, for all intents and purposes is meant to reflect the most current version at the time of the bid opening and if for some reason the one included with these specifications is out-of-date, then one that would have been in effect at the time of the advertisement will prevail.

### **PRICING:**

The labor pricing stated within the proposal documents shall remain firm for a one year period from the start date of the contract. No price increases will be allowed for the duration of the contract.

## **END OF SPECIAL CONDITIONS**

# INSURANCE REQUIREMENTS

## GENERAL:

The Vendor shall respond to these specifications as an independent contractor and not as an employee of the City of O'Fallon. 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. The certificate shall also include the Waiver of Subrogation for the City. This requirement of insurance does not limit the Vendor's liability under the Agreement in any manner.

## WORKER'S COMPENSATION INSURANCE:

The Vendor shall procure and shall maintain during the Term of the Agreement, Worker's Compensation Insurance for all of its employees to be engaged and perform work under the Agreement, and in case such work is sublet, the Concessionaire shall require the subcontractor similarly to provide Worker's Compensation Insurance for all such employees to be engaged by the Vendor for such work unless such employees are covered by the protection afforded by the Vendor's Worker's Compensation Insurance. In the event any class of employees engaged in hazardous work under the Agreement is not protected under the Worker's Compensation statute, the Vendor shall provide and shall cause such subcontractor to provide adequate Employer's Liability insurance for the protection of its employees not otherwise protected.

## Commercial General Liability Insurance:

The Vendor shall carry public and property damage insurance which shall include bodily injury and accidental death to any person and subject at the minimum limits set forth below:

Liability Limits	\$1,000,000/Per Occurrence
	\$3,000,000/General Aggregate
	\$3,000,000 Products/Completed Operations aggregate
	Additional Insured status must be provided to the City and confirmed by copy of such endorsement.
	An umbrella/excess liability policy can be used to attain the required limits.

## Commercial Automobile Liability Insurance:

The Vendor shall maintain Commercial Automobile Liability Insurance Coverage in the amounts not less than the minimum limits set forth below:

Bodily Injury and Property Damage	\$3,000,000 Combined Single Liability Limit
	An umbrella/excess liability policy can be used to attain the required limits.

## CHANGES IN INSURANCE COVERAGE:

The Contractor shall notify the City of changes in insurance coverage in writing within thirty (30) days.

## INDEMNITY:

The Contractor shall, at all times, fully indemnify, hold harmless, and defend the City and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the City, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The Contractor shall likewise be liable for the cost, fees and expenses incurred in the City's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

**INSURANCE RATING:**

All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

**SURVIVAL OF INDEMNIFICATION:**

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of the Contract for claims arising from events occurring while the Contract is in force.

**NOTICE OF LAWSUIT:**

Within sixty (60) days of service of process, the City shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the City shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within sixty (60) days.

**CHOICE OF LEGAL COUNSEL:**

The contractor shall provide coverage as stipulated in the contract. In the event of a proceeding, the City retains the right to approve legal counsel for claims brought against the City.

**DISPUTES:**

Any dispute arising out of this agreement will be resolved under the laws of the State of Missouri.

**END OF INSURANCE REQUIREMENTS**

**CITY OF O’FALLON, MISSOURI**

**PROPOSAL FORM #23-073 – MAIN STREET CLIP LED SIGN**

Signature of proposer indicates that the proposer understands and will comply with all terms and conditions and all other specifications made a part of this Request for Proposals and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

In compliance with this Request for Proposal #23-073 and to all the conditions imposed herein, the undersigned offers and agrees to provide the **MAIN STREET CLIP LED SIGN** for the City of O’Fallon in accordance with the scope of work and intent of the request for proposals contained herein.

Proposal Form shall be attached to respondent’s proposal.

Indicate whether: ( ) Individual; ( ) Partnership; ( ) Corporation

Incorporated in the state of: \_\_\_\_\_

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_

CITY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE/ZIP: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

TAX ID NO.: \_\_\_\_\_

DATE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_



**Acknowledge the receipt of addenda by initialing box below as appropriate.**

**Addenda 1 \_\_\_\_\_ Addenda 2 \_\_\_\_\_ Addenda 3 \_\_\_\_\_ Addenda 4 \_\_\_\_\_**

TO: Christine Grabin, Purchasing Agent

The undersigned, being duly sworn, certifies that he is:

\_\_\_the City/Sole Proprietor \_\_\_a Member of the Partnership \_\_\_an Officer of the Corporation \_\_\_a Member of the  
Joint Venture

herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

\_\_\_\_\_  
(President or Partner)

\_\_\_\_\_  
(Vice-President or Partner)

\_\_\_\_\_  
(Secretary or Partner)

\_\_\_\_\_  
(Treasurer or Partner)

Further, as Contractor, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the City Clerk, 100 North Main Street, O'Fallon, Missouri 63366, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ issued thereto;

Further, the Contractor proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Missouri and that this Certification is binding upon the Bidder and is true and accurate. Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either bid rigging or bid-rotating.

The affiant deposes and says that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (*Attach a copy of the corporate resolution granting the individual executing the contract documents authority to do so.*)

Finally, the Contractor agrees to do all other things required of the Contractor by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule.

Signature of Bidder authorizes the City to verify business references.

## REFERENCES

The bidder must list four (4) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months.

The bidder verifies that they have provided equipment or supplies to that contained in this contract to the following parties with needs similar to that of City and authorizes the City to verify references of business and credit at its option.

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

**ANTI-COLLUSION STATEMENT**

**STATE OF MISSOURI**

**CITY/COUNTY OF** \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that he is

\_\_\_\_\_ *Title of Person Signing*

of \_\_\_\_\_

\_\_\_\_\_ *Name of Bidder*

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_ *Notary Public*

My Commission Expires \_\_\_\_\_

## SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the City in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

sole individual                       partnership                       joint venture

corporation, incorporated under laws of City of \_\_\_\_\_

Date Business Established: \_\_\_\_\_

Dated: \_\_\_\_\_

Name of individual, all partners,  
or joint ventures:

Address of each:


doing business under the name of:

Address of principal place of business in Missouri

\_\_\_\_\_  
(If using a fictitious name, show  
this name above in addition  
to legal names)

\_\_\_\_\_  
(If a corporation, show its name above)  
ATTEST:                      (SEAL)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Title

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be included with this bid.

# BID BOND/SECURITY

**BIDDER** (Name and Address):

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**SURETY** (Name and Address of Principal Place of Business):

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**CITY** (Name and Address):

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---

---

**BID**

BID DUE DATE: \_\_\_\_\_

PROJECT (Brief Description Including Location):

---

---

---

**BOND**

BOND NUMBER: \_\_\_\_\_

DATE (Not later than Bid due date): \_\_\_\_\_

PENAL SUM: \_\_\_\_\_

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_(Seal)  
Bidder's Name and Corporate Seal

\_\_\_\_\_(Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title      Signature and Title

Attest: \_\_\_\_\_

Note:   (1) Above addresses are to be used for giving required notice.  
          (2) Any singular reference to Bidder, Surety, CITY or other party shall be considered plural where applicable

EJCDC NO. 1910-28-C (1996 Edition)

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
(Firm\*)

\*a (corporation) (partnership) duly authorized by law to do business as a construction CONTRACTOR.(hereinafter called the "Surety"), a corporation duly authorized to do a Surety business under the laws of the State of Missouri, are held firmly bound unto the City of O'Fallon, (hereinafter called the "CITY"), in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States, for the payment of which to be made unto said CITY, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents as follows:

The conditions of this obligation are such that, whereas on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, the said Principal entered into a written Agreement, which Agreement is hereby made a part hereof, with the said CITY for the construction of:

### **MAIN STREET CLIP LED SIGN**

NOW THEREFORE, if the said Principal shall faithfully and properly perform the fore-going contract according to all terms thereof, and shall, as soon as the work contemplated by said contract is completed, pay to the proper parties all amounts due for all labor and material required by this contract in the construction work, and all insurance premiums for both compensation and all other kinds of insurance on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void, otherwise it shall remain in full force and effect, and may be sued on for the use and benefit by any person furnishing material or performing labor, either as an individual or as a subcontractor, for any CONTRACTOR in the name of said CITY.

Every Surety on this bond shall be deemed held, any contract on the contrary notwithstanding, to consent without notice:

- a) To the extension of time to the CONTRACTOR in which to perform the contract.
- b) To changes in the plans, specifications, amount of work or contract.
- c) That no provisions of this bond or of any other contract shall be valid which limits to less than one (1) year from the date of final acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the CITY at the time such work was accepted.

IN TESTIMONY WHEREOF, the Parties hereunto have caused the execution hereof in  
Three (3) \_\_\_\_\_ original counterparts as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_

(SEAL)

Attest:

\_\_\_\_\_

BY: \_\_\_\_\_

(SEAL)

Attest:

\_\_\_\_\_

BY: \_\_\_\_\_

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_, herein after called Principal, and

\_\_\_\_\_

(Name of Surety)

\_\_\_\_\_

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

City of O'Fallon

(Name of City)

100 North Main Street, O'Fallon, Missouri 63366

(Address of City)

hereinafter called CITY, in the penal sum of \_\_\_\_\_ Dollars \$(\_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the CITY, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

**MAIN STREET CLIP LED SIGN**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed



thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the CITY and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

\_\_\_\_\_  
Principal

BY \_\_\_\_\_ (s)  
(Principal Secretary)

(SEAL)

(Witness as to Principal)

\_\_\_\_\_  
(Address)

(Address)

\_\_\_\_\_

(Surety)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

(Witness as to Surety)

By \_\_\_\_\_  
(Attorney in Fact)

(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners shall execute BOND.

IMPORTANT: Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in Circular 570 by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

**MAINTENANCE GUARANTEE**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023,

by and between \_\_\_\_\_

\_\_\_\_\_ (Contractor)

as principal and party of the first part, and

\_\_\_\_\_ as Surety,

party of the second part, and

City of O'Fallon, Missouri \_\_\_\_\_ (City)

party of the third part

WHEREAS, the above party of the first part has entered into a contract for the **MAIN STREET CLIP LED SIGN** in the Contract Documents, Specifications and Plans;

NOW THEREFORE, the said party of the first part does hereby agree and bind himself, his heirs, executors and assigns to furnish all material, labor, equipment, and do all work necessary to perform the work mentioned above, in accordance with the Contract Documents, Specifications, and Plans, a copy of which is hereto attached and made a part hereof, and to maintain the same in a state of perfect repair for the period of one year from and after its completion, final acceptance and final payment of the same by the party of the third part, less allowance for normal wear and tear, without further compensation than that provided for in the Contract for the first cost of said work.

IN TESTIMONY WHEREOF, the said parties to this contract have hereunto set their hand and seal on this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_ (Contractor)

By \_\_\_\_\_

\_\_\_\_\_ (Surety)

By \_\_\_\_\_

City of O'Fallon, Missouri \_\_\_\_\_ (City)

By \_\_\_\_\_

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 23\_\_\_\_, before me appeared \_\_\_\_\_,  
Affiant name

personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the City to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly  
title business name  
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the City of O'Fallon. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by the City, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me in \_\_\_\_\_, \_\_\_\_\_, the day and year first above-written.  
city (or county) state

My commission expires: \_\_\_\_\_  
Notary Public

*[Attach documentation of enrollment/participation in a federal work authorization program]*

## TECHNICAL SPECIFICATIONS

- The City is looking to install new LED Citywide Landscape Identity Plan (CLIP) sign at the following location:
  - Main Street (HWY M) at East Terra Lane (Northeast Quadrant)
- This sign will follow in accordance with the below reference technical specifications, unless otherwise approved by the City. All substitutions shall be submitted and approved by the City on the date and time established within the contract specifications, or revised date and time through a written addendum for the project.

### **MAIN STREET CLIP LED SIGN**

- Sign face Size: 4'H x 8'L. This dimension does not include cabinet, framing, or footing dimensions.
- All LED signs shall be full color message centers.
- Sign shall be made with Daktronics GS6-60X150-15.85-RGB-2V Galaxy® Outdoor Electronic Message Center, 15.85 mm spacing, no substitution.
- Venus Control Suite Software, no substitution
- Estimated LED Lifetime: Minimum 100,000 hours
- Capability: Text, graphics, logos, basic animation, video clips, data integration, multiple font styles and sizes
- Warranty Coverage: Minimum 5 years
- Parts Support: Minimum 10 years
- Interconnect Cable Length: 20 feet.
- Line Spacing: 15.85mm
- Ventilation: Front
- Matrix: Minimum 40 lines by 125 columns
- Service Access: Front only to access components
- LED Color: RGB-281 trillion colors signal connections
- Quick Connects: external to display.
- Display configuration: two one sided displays/double sided, same content
- Frame per second: 60
- Cabinet Design: Single section per face
- Dimming Action: Multiple levels of Automatic, Scheduled, and Manual options
- Paint: Semi-gloss black, 20-year warranty
- Readable Viewing Angle: 160 degrees horizontal, 90 degrees vertical
- Optimal Viewing Angle: 140 degrees horizontal, 70 degrees vertical
- Compliance ratings and requirements: UL, cUL, UL-Energy verified, FCC.
- The City shall install an electrical meter base and breaker panel with wire in 1.5" conduit to the location of the east end of the sign. The 1.5" underground conduit shall sweep up and terminate 18" above grade at the location 5' from the east end of the sign base having 15' of extra wire coiled at the end of the conduit to allow for connection to the sign circuitry.
- The contractor will not be responsible for acquiring permits for the signs, the City will acquire permits.
- See attached map shown as Exhibit B-2, page 47, for general location and alignments of the proposed sign.

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 30

Section 092  
**ST. CHARLES COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by \_\_\_\_\_

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2023**

Last Date Objections May Be Filed: **April 10, 2023**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
ST. CHARLES County

Section 092

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$67.44
Boilermaker	\$31.84*
Bricklayer	\$62.49
Carpenter	\$63.46
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$58.81
Plasterer	
Communications Technician	\$61.76
Electrician (Inside Wireman)	\$72.38
Electrician Outside Lineman	\$61.85
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$31.84*
Glazier	\$65.84
Ironworker	\$67.73
Laborer	\$51.79
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$31.84*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$67.95
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$50.06
Plumber	\$75.54
Pipe Fitter	
Roofer	\$57.87
Sheet Metal Worker	\$72.52
Sprinkler Fitter	\$75.31
Truck Driver	\$31.84*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMO Section 290.210.

Heavy Construction Rates for  
ST. CHARLES County

Section 092

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$61.46
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$61.85
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$51.75
General Laborer	
Skilled Laborer	
Operating Engineer	\$66.08
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$31.84*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

## **OVERTIME and HOLIDAYS**

### **OVERTIME**

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

### **HOLIDAYS**

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.



CONTRACTOR NAME: \_\_\_\_\_

**RFP #23-073:  
PROPOSAL FORM**

TOTAL PROPOSAL (In Figures)  
\$ \_\_\_\_\_

TOTAL PROPOSAL (As Written) \_\_\_\_\_

\_\_\_\_\_

The above Lump Sum shall include the cost of all labor, equipment, materials, removals, overhead, profit, insurance and other incidental items required to cover the completion of each such item of work in accordance with the Drawings, Specifications, and Contract Documents. An itemized breakdown of the lump sum cost shall be included in the proposal submission as requested below in the supplemental information section.

Signature of bidder indicates that bidder understands and will comply with all terms and conditions and all other specifications made a part of this invitation to bid and any subsequent award of contract. All terms, conditions and representations made in the invitation will become an integral part of the contract.

**Acknowledge the receipt of addenda by checking below as appropriate:**

**Addendum 1 \_\_\_\_\_ Addendum 2 \_\_\_\_\_ Addendum 3 \_\_\_\_\_ Addendum 4 \_\_\_\_\_**

**PROPOSAL AWARD CRITERIA:**

This proposal will be reviewed, evaluated, and awarded to the most economically advantageous, responsive, and responsible proposal meeting specifications based upon the total lump sum amount.

The VENDOR agrees to provide the equipment, service and supplies described above and in the contract specifications under the conditions outlined in attached documents for the amount stated above.

**X** \_\_\_\_\_  
(Signature and Title)

**CORPORATE SEAL**  
(If available)

**BID MUST BE SIGNED FOR CONSIDERATION**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ AD, 2023

\_\_\_\_\_  
(Notary Public) My Commission Expires:

**LATE BIDS CANNOT BE ACCEPTED!**



<b><u>SEALED PROPOSAL</u></b>	
<b>INVITATION #:</b>	<b>23-073</b>
<b>OPENING DATE:</b>	<b>9/22/2023</b>
<b>OPENING TIME:</b>	<b>2:00 P.M. CDT</b>
<b>DESCRIPTION:</b>	<b>RFP MAIN STREET CLIP LED SIGN</b>
<b>DATED MATERIAL-DELIVER IMMEDIATELY</b>	

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR BID TO HELP ENSURE PROPER DELIVERY!

**LATE PROPOSALS CANNOT BE ACCEPTED!**

**JOB SPECIAL PROVISIONS**

The following sections are adopted for this project. As stated in the General Requirements, if an item arises that is not within the technical specifications for this project the CONTRACTOR will fill out an RFI form and issue it to the ENGINEER. The request for information will be submitted to the ENGINEER when a question is discovered and allow the ENGINEER a minimum of 48 hours to respond. If the following sections reference a division or section not listed below, then the CONTRACTOR will need to fill out an RFI.

**A. PROJECT DESCRIPTION..... 2**

**B. CONTRACT TIME FOR COMPLETION OF WORK..... 2**

**C. ANTICIPATED NOTICE TO PROCEED..... 2**

**D. MAIN STREET CLIP LED SIGN SPECIFICATIONS..... 3**

**E. UTILITY RELOCATION ALLOWANCE ..... 6**

**F. CONSTRUCTION TESTING..... 7**

**G. MONUMENT RENDERINGS..... 10**

These provisions describe some of the various bid items and the basis for payment; information herein supersedes the sections set forth in the latest version of any Standard Specifications.

## **A. PROJECT DESCRIPTION**

The City is seeking qualified CONTRACTOR's to perform the following task:

Installation of a CLIP LED SIGN at Main Street in O'Fallon, Missouri.

## **B. CONTRACT TIME FOR COMPLETION OF WORK**

### **Overall Project Completion**

Completion of this contract which includes, but not limited to all work to install the LED monument as specified in the contract, repairs or deficiencies that are needed to be completed, restoration of all areas, and project closeout at the locations.

Regardless of when the work is begun on this contract, all work for the contract shall be completed within, **90 Calendar Days**. This includes any and all alternate work that may be approved and accepted by the City.

Should the CONTRACTOR, or in case of default, the surety fail to complete the work within the calendar days specified, liquidated damages in the amount of **two hundred fifty dollars (\$250.00)** will be deducted for each and every calendar day that the contract remains uncompleted.

Extensions of time will only be evaluated and approved if deemed justified by the City.

## **C. ANTICIPATED NOTICE TO PROCEED**

The notice to proceed for the project shall be determined after award and approval and dependent upon the time of year and the weather conditions. The City reserves the right to postpone the Notice to Proceed and adjust the completion date as deemed necessary if construction of the sign is delayed due to unfavorable weather conditions. The City estimates contract approval, which may or may not require City Council approval, on or about **10/16/2023**. The City reserves the right to adjust this date as needed.

## **D. MAIN STREET CLIP LED SIGN**

**1.1 Description.** A monument sign will be placed at this location as shown within the contract. Exact placement will be determined by the final monument dimensions and as laid out in the field by the City. The work shall consist of the design, fabrication, and installation of one (1) monument sign which will be **double-sided** and mounted on a designed footing and base constructed of a substructure and stone veneer as depicted within the specifications. The monument sign will be built with materials designed to last a minimum of twenty (20) years.

**1.2 Design.** The monument sign design must be substantially similar to the image submitted on page 45 & 46 Exhibit B-1 by the City and conform to all specifications listed within the contract documents. All submitted designs become the property of the City. The City retains ownership of all designs for future usage. All colors shall be based on the supplied artwork and specifications. The monument and sign colors shall be as specified in these JSP's. The contractor shall be responsible for the footing and base design and shall submit stamped and sealed shop drawings for approval prior to installation.

Monument design shop drawings shall be submitted to the City for approval in advance of ordering, manufacturing, and installation.

## **Monument Design**

### **1.3 Sign Size & Technical Specifications.**

The overall size of the LED sign face shall be approximately four (4) feet high by eight (8) feet wide.

The overall sign area shall be determined by the actual sizing of the manufacturer of the sign and its cabinet construction. The top cap stone for the base is anticipated to be approximately six inches (6") larger than the overall sign dimensions on all sides for consistency.

**1.4 Non-LED Sign Face.** The non-LED faces of the sign shall be a two (2) inch thick laminated core, cast in aluminum plating, with three (3) inch wide aluminum tube border on all sides. Alternative materials may be considered, provided they meet specifications and 20-year life span expectations. All surfaces should be sanded, primed and painted utilizing acrylic polyurethane paint with a satin finish. All colors for the sign shall be as follows:

- i. Sign Face Panels- Pantone Color "Cool Gray 2", or Mathews Paint #MP60368, Cool Gray ultra-low VOC Satin Finish
- ii. Gold Face Panels-Pantone Color #139, or Mathews Paint #MP59367, Red Gold nuance satin finish
- iii. Sign Frame-Black Satin Finish,
- iv. Sign Lettering-Black Vinyl, "Trajan Pro" font
- v. Sign Logo-The lettering shall be black and "Trajan Pro" font within the logo with the Cool Gray color for the remaining portions.
- vi. The sign face panels on both sides shall be constructed of a single sheet of material and have no seams.

All panels shall be attached in a manner which allows for the sign to be removed and replaced with minimal impact on posts and surrounding areas.

**1.5 Monument Base.** The sign shall be anchored to a single base sub structure designed to elevate the sign 6' above existing grade, and have a block veneer facing utilizing the material stated below. The base sub-structure can be made from either cast in place concrete or utilize Concrete Masonry Units (CMU's). The sub-structure shall be designed and built per the approved shop drawings. The structure aspects of the sign will be designed

and sealed by an Engineer licensed in Missouri.

- i. **Stone Veneer**-Cottonwood dimensional stone veneer utilizing 3”, 5” & 8” block sizes.
- ii. **Cap Stone**- “Natural Color”- Smooth cut cap stone or approved equal to match the stone veneer post material. The cap stone shall be constructed and/or installed to allow for water to shed off the stone. No flat stone will be allowed.

Contractor shall be responsible for providing all additional design elements associated with signage including posts, footings, concrete bases, reinforcing, and other items needed to provide a complete monument structure included with the bid.

**1.6 Logo and Lettering.** City of O’Fallon logos will be prefabricated two inch (2) deep aluminum pan painted a black satin finish. The aluminum pan diameter shall measure a minimum of twelve inches (12) attached to the sign and sized accordingly to be visible from the roadway. The logo shall be black lettering with a cool gray color background. The logo and letters will be black vinyl utilizing a premium non-reflective 3M™, or approved equal, type material, or screen print sized accordingly to the sign size and to allow for the proper visibility. The vinyl thickness shall be a minimum of 2 mil. The signs shall have a clear protective finish with a minimum thickness of 2 mil, to protect from UV damage and the outdoor elements. The contractor shall decide the proper lettering sizes that accommodate for the different sized fonts for each sign by maximizing the font size, yet still allowing it to fit on the sign faces accordingly. This shall be detailed in the shop drawings and submittals for the sign.

**1.7 Fasteners.** All exposed fasteners will be stainless steel. The row of rings shall be constructed in a manner which is visible from the roadway and meets all durability specifications. The rings shall be 1/8” flat cutout black aluminum with a black satin finish to match the sign frame. All fasteners which are visible on the front of the monument sign shall be painted or finished to match the color of the surrounding material so the fasteners blend. All fasteners should be included to provide complete system, included with the bid. All adhesives shall comply with the sign manufacturer’s recommendations and utilized on an as needed basis. The main sign connections to the stone veneer posts shall utilize a square shaped steel plate connection sized accordingly per the engineered design of the sign.

**1.8 Shop Drawings and Submittals.** Shop drawings along with material samples and color board shall be submitted to the City for approval. The list below details the minimum submittals that will be required for the monument prior to construction, ordering, or installation of any material related to the sign.

- i. Monument Sign including, but not limited to, all colors, text, dimensions, & materials. Submittal to be signed and sealed.
- ii. Monument Mounting and Hardware. Submittal to be signed and sealed by the design engineer.
- iii. Base footing and sub-structure design. Submittal to be signed and sealed by the design engineer.
- iv. Stone Veneer material including, but not limited to, grout to be the standard natural grout color unless otherwise authorized by the City representative.

- v. The contractor will be responsible for providing to the City a copy of the manufacturer's warranties for the material utilized for the vinyl or screen-printed logo and lettering materials.
- vi. The City reserves the right to request, at no additional cost, a cross section of the base to be submitted with the appropriate dimensioning to show varying heights of the sub-structure based upon existing grades and elevations.

**1.9 Safety and Protection.** The contractor shall be responsible for the protection of the areas the signs are to be installed. This shall include, but not limited to, erosion control measures to prevent runoff to adjacent properties, excavation and trench excavation protection, public safety measures, damage to any existing sidewalks, driveways, approaches, curb ramps, roadway pavement, curbing, signal equipment, and all other items adjacent to where the work shall be completed. The contractor shall repair any and all damaged caused to any existing items and all costs incurred shall be the contractor's responsibility.

**2.0 Restoration.** The contractor shall be responsible for all the work necessary to backfill excavated areas and remove excess fill.

**2.1 Traffic Control.** The project area will allow service vehicle to park off the street. The contractor shall be responsible for all the work necessary to restore any grass areas disturbed by parking vehicles on the lawn area so care should be taken in wet conditions. In the event that a work zone must be set up in traffic lanes, the contractor shall be responsible for any and all traffic control that will be necessary for the installation of the monuments in accordance with the latest version of MUTCD. A traffic control plan shall be submitted to the City and MODOT as needed for approval prior to any work that requires traffic control commences. The contractor shall be responsible for obtaining all necessary permits from the City, County or State as needed for all signs and all costs incurred shall be the responsibility of the contractor. Traffic shall be maintained at all times during the installation of the sign. It is required that the contractor shall give the City a 24-hour advance notice for any lane closures that may be necessary. The contractor shall be in accordance with the regulations set forth by MODOT as to the advance notice and permits needed for a lane closure along MODOT ROW. All City of O'Fallon permits shall be at no cost.

**2.2 Locates and Existing Utilities.** The contractor is responsible for calling in all locates prior to work commencing at each sign location. This shall be done by contacting the Missouri One-Call system at 1-800-DIG-RITE. Contractor will need to contact the city to have irrigation and private utilities located. All utilities shall be marked in the field and the contractor shall be responsible for any and all work necessary to pothole any utility that may be in close proximity to the signs in which it may or may not be in conflict. The City shall not be responsible for any costs incurred by the contractor to repair damaged utilities due to the work needed to install the signs. No utility relocation is anticipated in this project, but utility coordination will be expected and completed by the contractor as needed.

**2.3 Excess Material.** All excess material that is not utilized as backfill or grading around the new signs shall become the property of the contractor unless otherwise requested by the City for retention. The spoils, debris, and excess material shall be hauled from the site at the



expense of the contractor and disposed of at a location in accordance with all City, State, and Federal regulations. The backfilling of the excavation for each sign shall only utilize clean material which shall be free of debris and deleterious material. All rock, concrete remnants, garbage, grubbed material and all other items shall be removed from the site.

**2.4 Electrical Work.** The City shall install an electrical meter base and breaker panel with wire in 1.5" conduit to the location of the east end of the sign. The 1.5" underground conduit shall sweep up and terminate 18" above grade at the location 5' from the east end of the sign base having 15' of extra wire coiled at the end of the conduit to allow for connection to the sign circuitry.

**2.5 Measurement and Payment.** This item shall be paid at the lump sum unit price shown on the bid tab for the monument. This shall include, but not limited to, all equipment, labor, and materials needed to design and install the monument. Design submittals, and work to acquire these submittals along with any and all material or color samples that would be required for the monument shall be considered incidental. This work shall also include all permits, erosion control measures, traffic control measures, safety and protection measures, locating utilities, & material haul off.

## **E. UTILITY RELOCATION ALLOWANCE**

### Description

If unforeseen utility relocations or other issues are found and determined to be necessary in advance, or during construction, relocation costs may be paid for this work as agreed utilizing the amount shown within the bidding documents only as approved by the City. It will be the contractor's responsibility to notify the City of any issues that may arise at the time they are found and no work shall commence until City approval is granted. **If there are no unexpected utility relocations, then this line item shall not be paid to the CONTRACTOR and be deducted in-full out of the contract.**

In a situation where an unexpected utility relocation is needed in order to proceed with the project, (i.e. a water main not shown on the plans, or some other utility that is in the way of construction not known or otherwise identified on the bidding documents), then this line item shall be used for the purpose of designing, permitting, acquiring materials and equipment, and constructing a suitable relocation of said utility line. CONTRACTOR shall submit detailed breakdowns of the costs and shall only be reimbursed for the authorized work performed.

If the relocation work requires the utility company of ownership to make the required relocations (work that cannot be done by the CONTRACTOR or one of the sub-CONTRACTORS associated with this project), said relocation expenses shall be paid for by this line item as well. The CONTRACTOR shall manage the relocation with the utility company and shall provide copies of all costs and estimates and plans needed to perform the work. This work would then be considered the same as having a sub-CONTRACTOR perform the work, and the project CONTRACTOR shall be entitled to a five percent (5%) markup of any work done by the utility company.

Any time needed to perform the necessary relocation shall be submitted to the City in advance. This work will then be considered for a change order to the original contract schedule.

The City shall review and approve any scheduled relocation and costs before work shall occur.

In the event where a relocation exceeds the budgeted amount, all costs shall be submitted to the City in order to complete the complete relocation. The City shall evaluate and determine separately how to proceed. No work shall commence until approval is provided by the City.

Any new easements to accommodate the relocated utilities shall be acquired directly by the CONTRACTOR. The City shall not pay for any compensation offered to the City, unless agreed to by the City of O'Fallon Engineer.

This is a fixed lump sum amount. CONTRACTOR shall include this dollar amount as provided by the City on the bid form in the bid total. This will be included in the Award of the contract amount.

#### Method of Measurement

Upon observation of a conflict, the Contractor shall prepare a detailed cost estimate of the workaround and submit to the City for approval. This shall utilize per bid unit prices where applicable, and then the total work items shall be created as new line items. Items shall be measured based on the actual number of units complete in place.

#### Basis of Payment

This item shall be paid on an as needed basis only and when authorized by the City as described above. Similar to above, once the new line items are added to the bid, the Utility allowance will be deducted to the value of the added line items for that specific workaround. Payment will then be based on the actual number of units complete in place. If a portion or the entire amount is not utilized for the project the sum of the remaining amount will be deducted from the final total cost of the project.

### **F. CONSTRUCTION TESTING**

CONTRACTOR shall hire an independent testing agency to perform the construction testing on this project. The contractor shall provide all concrete mix designs to the City as designed or stated on the shop drawings for approval prior to work commencing.

#### CONCRETE TESTING

SAMPLING AND TESTING: Testing shall be required for the following items according to St. Charles County Standard Specifications for Highway Construction latest edition:

- i. Monument Base - 1 set of cylinders, air, slump tests for each set of footings and base

Testing Laboratory: A recognized testing laboratory selected by the Contractor but subject to approval by the Engineer and City, shall be employed by the Contractor to test all materials, prepare design concrete mixes, and to test all concrete to be incorporated in the project. **The design concrete mixes shall meet St. Louis County Standard Specifications.**

The cost of all concrete testing subsequent to approval of the design mixes shall be paid for by the Contractor. Both the engineer and the testing laboratory shall have access to all

places where concrete materials are stored, proportioned, mixed and placed. Testing by the testing laboratory shall meet St. Charles County Standard Specifications and be performed in accordance with the following:

2. The determination of slump of concrete shall conform to ASTM C-143.
3. Test Cylinders: Concrete test cylinders shall be cast and tested in accordance with ASTM C-172, C-31 and C-39. Air content shall be determined in accordance with ASTM-231. When ambient temperature is below 40 degrees F or above 90 degrees F, test reports shall also show temperature of concrete at time of placement. A minimum of four (4) Cylinders shall be made per 100 cubic yards of concrete poured, or as directed by the Engineer. The Contractor shall ship the cylinders to the laboratory. One cylinder is to be tested on the 4<sup>th</sup> day (24-hour breaks for high-early strength concrete), a second on the 7<sup>th</sup> day, a third cylinder to be laboratory cured and tested on the 28<sup>th</sup> day. The fourth cylinder is to be laboratory cured and held in reserve to verify any questionable cylinder breaks. If contractor wants additional breaks, he will prepare additional cylinders at his cost.
4. Test Reports: The testing laboratory shall furnish four (4) copies of test reports for concrete test results to be distributed via e-mail as follows:  
  

1 Copy	Project Manager
1 Copy	Construction Inspector
1 Copy	Contractor
1 Copy	Concrete Supplier
5. Unsatisfactory tests of concrete cylinders or excessive slump shall make the concrete concerned subject to rejection, with consequent removal and replacement by the Contractor at his expense. The concrete mix shall be redesigned immediately should concrete cylinder tests prove to be unsatisfactory.

Compliance – The contractor shall be responsible for the compliance of all materials and mixing with the requirements of these specifications. Laboratory certificates shall be furnished to the City's Representative, prepared by a commercial laboratory or by the material manufacturer's laboratory, certifying that each material has been tested and conforms to the requirements of these specifications.

Arrangements will be made for the producer to state on the delivery ticket accompanying each load of concrete the class of concrete being furnished, all admixtures, the weight of cement, aggregate and water used in the batch and the time of batching. Only state-certified aggregate and cement or supplier-certified cement may be used.

Concrete Testing (Slump, Air, Temperature, Compressive Strength) – one test per 100 cubic yards, 1 test minimum per day. Concrete shall comply with Section 500 of the St. Charles County Standard Specifications.

Any structure constructed without proper testing shall receive a 20% deduction in payment. Proper documentation of testing is essential.

CERTIFICATES OF COMPLIANCE: The contractor shall furnish a manufacturer's certification, in triplicate, showing typical test results representative of the expansion joint materials and certifying that the materials supplied conform to the requirements specified.

GEOTECHNICAL TESTING (SUBGRADE, AGGREGATE BASE, TRENCHING, FILL)

APPLICABLE STANDARDS: The latest revision of the following standards shall apply to work hereunder:

American Society for Testing Materials (ASTM)

Designation D-698 Moisture-Density Relations of Solids

Designation D-1556 Standard Method of Test for Density Soil in Place

Associated General Contractors of America, Inc.

"Manual of Accident Prevention in Construction"

Missouri Highway and Transportation Commission

Missouri Standard Specifications for Highway Construction

St. Louis County

Standard Specifications for Road and Bridge Construction

QUALITY ASSURANCE: The quality of the compaction for fill and backfill areas shall be verified by compaction tests as required by the Engineer. It shall be the Contractor's responsibility to have these tests performed by a qualified testing agency. Written test results shall be prepared and submitted to the Engineer for approval. Results shall be identified by location and depth from finished grade or elevation. If the quality of compaction does not meet the requirements of the specifications, the material will be removed and replaced to meet the requirements at the expense of the Contractor.

The City will require that each sign foundation (1 per sign) shall have a minimum full set of four (4) sample cylinders taken for the compression tests to be completed per the ASTM standards. The air and slump of the concrete mix shall be tested onsite for each sign location.

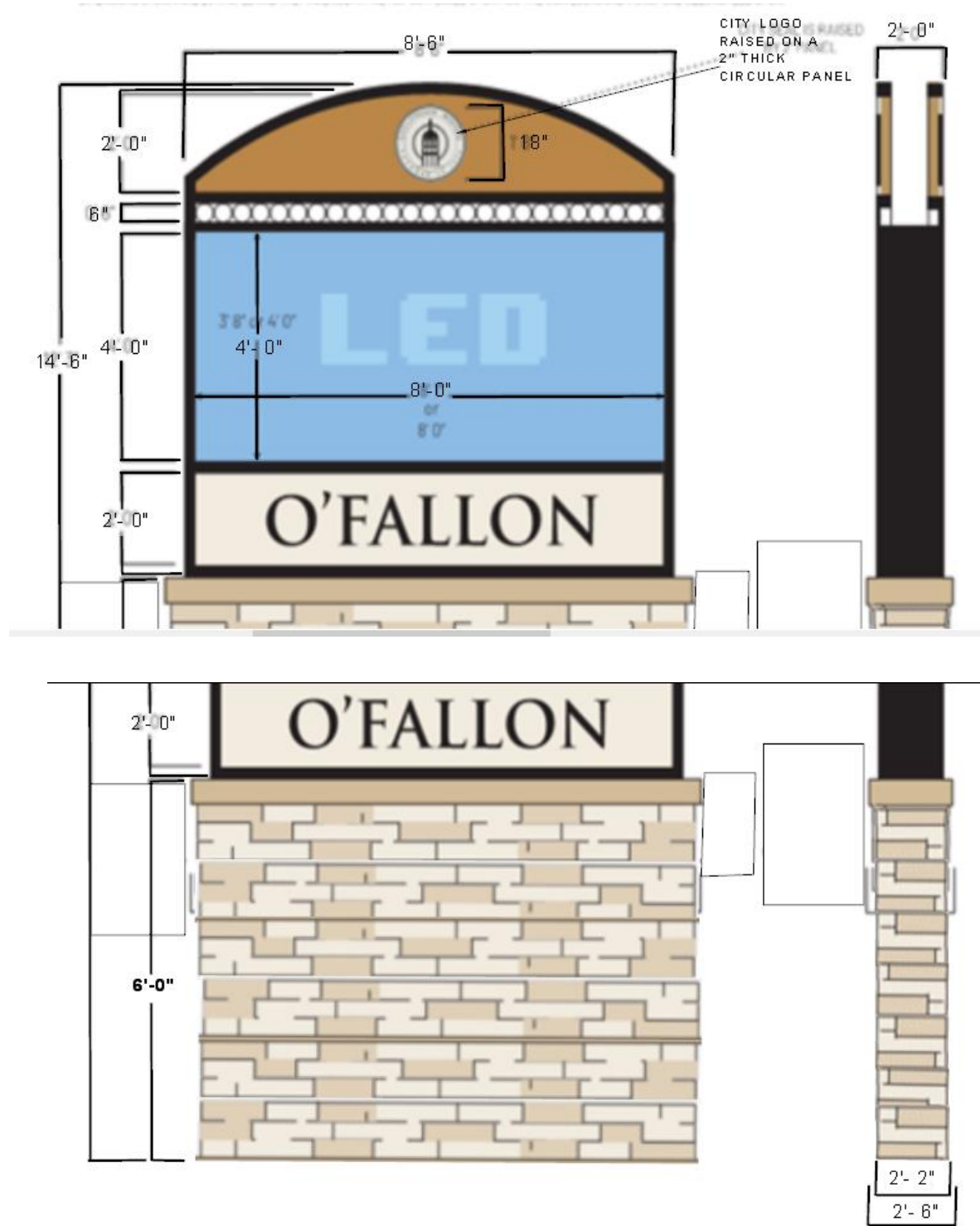
No separate payment will be made for construction testing. This requirement shall not be measured nor paid but considered incidental to the installation of all signs for this project. The contractor shall be required to submit the testing company information to the City and reports shall be required for all sign locations as needed when concrete is utilized for installation.

**END OF JOB SPECIAL PROVISIONS**

G. Sign Renderings & Maps

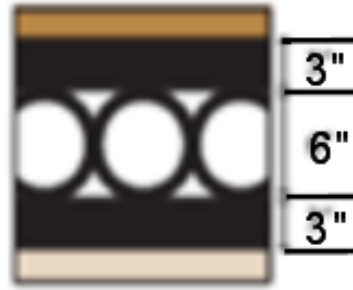
EXHIBIT B-1

Main Street CLIP LED Sign Design



**FONT: TRAJAN PRO**

**3" SQUARE TUBE  
FRAME IS PAINTED BLACK**



# EXHIBIT B-2

## General Location and Alignments

