### THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

## RESOLUTION NO. 2021-R-029

A RESOLUTION APPROVING AN AMENDMENT TO RESOLUTION 2021-R-011 A PROPOSAL FROM VAN BRUGGEN SIGNS, INC. FOR THE PURCHASE OF A DIGITAL JUMBOTRON SIGN

JACOB C. VANDENBERG, PRESIDENT KRISTIN A. THIRION, VILLAGE CLERK

CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees

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### **RESOLUTION NO. NO. 2021-R-029**

# A RESOLUTION APPROVING AN AMENDMENT TO RESOLUTION 2021-R-011 A PROPOSAL FROM VAN BRUGGEN SIGNS, INC. FOR THE PURCHASE OF A DIGITAL JUMBOTRON SIGN

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, on March 2, 2021, the Village Board approved a proposal from Van Bruggen Signs for a jumbotron sign at the village's convention center; and

WHEREAS, the village needs to revise the proposal with Van Bruggen as the original sign could not meet the electrical service at the sign;

WHEREAS, the village would now like to purchase a 16mm sign;

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered approving a proposal from Van Bruggen Signs, Inc., a true and correct copy of such Proposal being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Proposal be approved by the Village of Tinley Park;

**NOW, THEREFORE, Be It Resolved** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

<u>Section 1</u>: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Proposal" be approved and executed by said Village of Tinley Park, with said Proposal to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, subject to review and revision as to form by the Village Attorney.

<u>Section 3</u>: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 13<sup>th</sup> day of April, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Berg, Brady, Brennan, Galante, Glotz, Mueller

NAYS:

None

ABSENT: None

APPROVED this 13th day of April, 2021, by the President of the Village of Tinley Park.

Village President

## **EXHIBIT 1**



13401 Southwest Highway Orland Park, IL 60462

VBS INITIALS \_\_\_

office 708.448.0826 fax 708.448.9092 vanbruggensigns.com

**PROPOSAL** 

Proposal #: 14309REV1

Proposal Date:

04/09/21 **TPCONV** 

CUSTOMER INITIALS \_\_

Customer #:

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SOLD TO:	JOB LOCATION:
TINLEY PARK CONVENTION CENTER 18451 CONVENTION CENTER DRIVE TINLEY PARK IL 60477	TINLEY PARK CONVENTION CENTER 18451 Convention Center Drive TINLEY PARK IL 60477
	REQUESTED BY: DANIEL FITZGERALD

VAN BRUGGEN SIGNS, INC. HEREBY PROPOSES TO FURNISH THE MATERIAL AND LABOR NECESSARY FOR THE COMPLETION OF:

TY DESCRIPTION	UNIT PRICE	TOTAL PRICE
DUOTE #5673REV3 EMC RETROFIT - REPLACE EXIST 6'X 13' EMC W/ NEW 9'X 14' EMC - REMOVE EXIST TPCC ILLUM SIGN & ARCHITECTURAL CORNICE   PER OUR DRAWING 19-161.5C, REVISED 12-5-19 - REMOVE/RECYCLE EXIST 74"X 164" EMC - REMOVE/RECYCLE EXIST TILLUMINATED "TINLEY PARK CONVENTION CENTER" HEADER SIGN - REMOVE/RECYCLE ARCHITECTURAL ALUMINUM CORNICE CAP FEATURE - FABRICATE/MODIFY EXIST STEEL STRUCTURE TO ACCOMMODATE NEW 9'X 14' EMC DISPLAY (10'X 15' EMC CABINET) - INSTALL NEW 9'X 14' EMC - FABRICATE, FINISH & INSTALL PERFORATED ALUMINUM FILLER BETWEEN EMC CABINETS - FABRICATE, FINISH & INSTALL ALUMINUM ENCLOSURE AT TOP EAST END OF SIGN ABOVE MASONRY COLUMN (HIDES STRUCTURAL STEEL EXPOSED DUE TO UPPER SIGN/CORNICE REMOVAL) - WEB BASED PROGRAMMING SOFTWARE (USER NAME/PASSWORD ACCESS), COMMUNICATION TESTING, STARTUP, WEB BASED SOFTWARE TRAINING  *** WATCHFIRE ELECTRONIC MESSAGE CENTER (EMC) PRICED SEPARATE  *** ANY WORK/MODIFICATION REQ'D TO LOWER GLASS FEATURE NOT INCLUDED (BY OTHERS)  *** ADEQUATE POWER REQUIRED HAS BEEN VERIFIED - 240V 60AMP AVAIL @ SIGN PANEL  *** LANDSCAPE REPAIR (IF ANY) NOT INCLUDED (BY OTHERS)  *** PERMIT PROCUREMENT/VARIANCE FEES NOT INCLUDED - INVOICED SEPARATE	\$29,954.00	\$29,954.00
QUOTE #9532  WATCHFIRE 9'X 14' 16mm COLOR ELECTRONIC MESSAGE CENTER (EMC)  - PIXEL PITCH: 16mm LED RGB, PIXEL MATRIX: 162 X 252  - VIEWING AREA: 9'h X 14'w, CABINET SIZE: 10'h X 15'w  - CABINET STYLE: DOUBLE FACE TWINPAK  - CHARACTER SIZE: 18 LINES/50.4 CHARACTERS AT 4"TYPE  - WARRANTY: 7 YEAR PARTS BY MANUFACTURER  - ELECTRICAL SERVICE: 240V 4 WIRE 38 AMPS (19 AMPS PER FACE)  - SOFTWARE: IGNITE OPX  - COMMUNICATION: OPX - 4G WIRELESS - LIFE OF SIGN CELLULAR DATA PLAN  - SOFTWARE TRAINING: BASIC ON SITE + WEB BASED SOFTWARE TRAINING  - TEMP SENSOR: INCLUDED  - BRIGHTNESS: DAYTIME 10,000 NITS MAX, NIGHTIME 750 NITS MAX  - VIDEO: UP TO 30FPS, COLOR CAPABILITY: 18.0 QUADRILLIAN  - VIEWING ANGLES: 140 HORIZONTAL/70 VERTICAL	\$89,586.00	\$89,586.00
PAYMENT TERMS:		



office 708.448.0826 fax 708.448.9092 vanbruggensigns.com

**PROPOSAL** 

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- deposit at time of order - \$91,964

- balance of project (installation, permit fees, etc.) due at completion of installed EMC/operational fire up

\*\*\* TAX EXEMPT; VILLAGE OF TINLEY PARK SALES TAX EXEMPTION CERTIFICATE E99981181

**TOTAL PROPOSAL AMOUNT:** 

\$119,540.00

TERMS: 77.0% DOWN, BALANCE DUE ON COMPLETION

(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

PERMITS: PERMITS, PROCUREMENT, AND RELATED FEES ARE NOT INCLUDED IN THE ABOVE PRICE.

- DUE TO INCREASING PROCESSING COSTS, A 3% SERVICE FEE WILL BE CHARGED TO ALL CREDIT CARD PAYMENTS.

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 ABOVE TOTAL AMOUNT.

ENGINEERING, ELECTRICAL HOOKUP, SHIPPING, OR TAX WHEN APPLICABLE ARE NOT INCLUDED IN THIS PRICE.

THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS FROM DATE OF PROPOSAL.

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.

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.

WORK WILL NOT BEGIN UNTIL SIGNED PROPOSAL AND DOWN PAYMENT ARE RECEIVED.

RESPECTFULLY SUBMITTED: ACCEPTED BY: DATE: 4/13/2021 Sam Van Bruggen Jacob C. Vandenberg

PRINT NAME:

VAN BRUGGEN SIGNS, INC. DOWN PAYMENT AMOUNT:

VBS INITIALS \_\_\_\_

CUSTOMER INITIALS



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PROPOSAL
Proposal #: 14309REV1

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#### TERMS AND CONDITIONS

- I. UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, VAN BRUGGEN SIGNS, INC. (HEREINAFTER CALLED THE "COMPANY") 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 SIGN SHALL REMAIN IN THE COMPANY UNTIL PAID FOR IN FULL, BUT AFTER DELIVERY TO THE CUSTOMER ALL DAMAGE FROM FIRE OR OTHER CAUSES AFTER SAID DELIVERY SHALL BE ASSUMED BY SAID CUSTOMER AND WILL NOT AFFECT THE RIGHTS THE COMPANY TO FULL PAYMENT OF THE PURCHASE PRICE.
- 3. THIS AGREEMENT CONSTITUTES THE COMPLETE AGREEMENT BETWEEN THE PARTIES, AND ANY CHANGE OR ALTERATION WILL BE EFFECTIVE IF ONLY AGREED UPON IN WRITING BETWEEN PARTIES.
- 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 OF THE COMPANY UNLESS FULL PAYMENT OF THE TOTAL CONSIDERATION HAS BEEN MADE.
- 5. CUSTOMER WARRANTS THAT IT HAS FULL POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT, AND CUSTOMER'S PERFORMANCE AND LIABILITY UNDER THIS AGREEMENT IS NOT CONTIGENT UPON THE APPROVAL OF ANY OTHER PARTY OR CONDITION.
- 6. IN THE EVENT CUSTOMER DIRECTS THE COMPANY TO PROCEED WITH ITS WORK PRIOR TO, OR WITHOUT, THE ISSUANCE OF A PERMIT FROM A LOCAL GOVERNMENTAL AUTHORITY THEN IN SUCH EVENT CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL LOSS, DAMAGE, OR LIABILITY ARISING OUT OF THE ABSENSE OF SUCH PERMIT.
- CUSTOMER AGREES TO PROVIDE ELECTIRCAL SERVICE FEED OF SUITABLE CAPACITY AND APPROVED MATERIAL TO THE SIGN LOCATION AND MAKE FINAL ELECTRICAL CONNECTION.
- CUSTOMER SHALL ALSO PROVIDE CLEAR AND FULL ACCESS TO THE SITE TO THE COMPANY'S PERSONNEL AND EQUIPMENT AT ALL REASONABLE TIMES SO AS TO ALLOW THE COMPANY'S EFFICIENT COMPLETION OF WORK.
- 9. WHEN EXCAVATION IS NECESSARY, THE COMPANY WILL CONTACT THE ONE CALL CENTER (JULIE / DIGGER) TO LOCATE PUBLIC UTILITIES. LOCATION OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT OF UNFORESEEN SITE OR INSTALLATION CONDITIONS ARE ENCOUNTERED (OBSTRUCTIONS, FROST, ETC.) THE ABOVE STATED TOTAL PROPOSAL AMOUNT SHALL BE INCREASED BY THE FAIR AND REASONABLE ADDITIONAL COSTS AND EXPENSES INCURRED IN ADJUSTING TO SUCH CONDITIONS.
- 10 ALL DRAWINGS, RENDERINGS, CONCEPTS, AND THE LIKE ARE THE EXCLUSIVE COPYRIGHT PROPERTY OF THE COMPANY FOR THE SOLE PURPOSE OF THE CUSTOMER'S CONSIDERATION TO PURCHASE THE SIGN(S) OR DESIGN(S) AS DEPICTED FROM THE COMPANY. ANY UNAUTHORIZED USE OF THESE ITEMS WILL RESULT IN A COMPENSATION FEE FOR THE EFFORTS IN CREATING THESE ITEMS.
- II. WHEN ARTWORK/DRAWINGS ARE PROVIDED BY THE CUSTOMER TO THE COMPANY FOR USE IN DEVELOPING AND PRODUCING SIGN(S) IT IS EXPRESSLEY UNDERSTOOD THAT SUCH ARTWORK/DRAWINGS ARE OWNED BY THE CUSTOMER AND CAN BE USED WITHOUT COPYRIGHT INFRINGEMENT. CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL LOSS, DAMAGE, OR LIABILITY ARISING OUT OF SUCH INFRINGEMENTS KNOWN OR UNKNOWN.
- 12. ALL PRODUCTS PRODUCED BY THE COMPANY HOLD A 1 YEAR WORKMANSHIP WARRANTY FROM THE DATE OF COMPLETION OR INSTALLATION, UNLESS OTHERWISE SPECIFIED. CERTAIN SIGN COMPONENTS ARE COVERED BY THE MANUFACTURER'S WARRANTY AND INFORMATION IS AVAILABLE UPON REQUEST.

STATE OF ILLINOIS	)	
COUNTY OF COOK	)	SS
COUNTY OF WILL	)	

### **CERTIFICATE**

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. NO. 2021-R-029 "A RESOLUTION APPROVING AN AMENDMENT TO RESOLUTION 2021-R-011 A CONTRACT WITH VAN BRUGGEN SIGNS, INC. FOR THE PURCHASE OF A DIGITAL JUMBOTRON SIGN," which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 13, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 13<sup>th</sup> day of April, 2021

KRISTIN A. THIRION, VILLAGE CLERK