

**RESOLUTION 2016-148**  
**A RESOLUTION AUTHORIZING APPROVAL OF**  
**A CONTRACT WITH NORTH SHORE SIGN FOR CONSTRUCTION OF TWO**  
**ELECTRONIC MESSAGE BOARD SIGNS AND FOR UPDATING**  
**ONE EXISTING ELECTRONIC BOARD CABINET**

**WHEREAS**, as part of the FY 2016/2017 budget review process, the Village Board determined that electronic message board signs located at the Police Department and Public Work facility would benefit the community by providing further means to broadcast Village messages to residents; and

**WHEREAS**, the Village Board determined that the Village Hall electronic board cabinet was outdated, in poor condition and in need of replacement; and

**WHEREAS**, the Village Board appropriated \$150,000 in the FY 2016/2017 CIP budget for the purpose of constructing two new electronic message board signs and for updating the existing Village Hall electronic board cabinet; and

**WHEREAS**, On August 15, 2014, the Village released the Request for Proposal (RFP) for design and build services; and

**WHEREAS**, Village staff in reviewing the responses to the Request for Proposal, recommended that North Shore Sign as the most responsive and responsible company to provide construction design and services as described herein; and

**WHEREAS**, the Village Board at its Committee of the Whole meeting on November 1, 2016, concurred with staff's recommendation and determined that North Shore Sign is the most qualified company to construct and update electronic message board signs.

**NOW THEREFORE BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS:**

That the Village Manager is authorized to execute contracts to commit the Village to make payments to North Shore Sign for the construction of a new electronic message board sign at the Police and Public Works facilities and for updating one existing electronic message board cabinet at the Village Hall, at a cost not to exceed \$150,000.

That the Village Manager is authorized to commit the Village to make payments to the North Shore Sign not to exceed \$150,000 and authorize the Finance Director to release the check prior to it appearing on the Board Invoice Approval List.

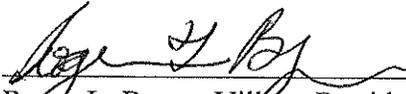
Dated this 15th day of November 2016

Adopted by roll call vote as follows:

AYES: 4 – Koch, Grieb, Marquardt, Schultz

NAYS: 0 - None

ABSENT AND NOT VOTING: 2 – Hebda, Williams

  
\_\_\_\_\_  
Roger L. Byrne, Village President

PASSED: 11/15/2016

APPROVED: 11/15/2016

ATTEST: 11/16/2016

  
\_\_\_\_\_  
John M. Kalmar, Village Clerk





# NORTH SHORE SIGN

1925 INDUSTRIAL DRIVE, LIBERTYVILLE, ILLINOIS 60048  
(847) 816-7020 FAX (847) 816-7145



# CONTRACT

North Shore Sign Co. Inc., hereinafter referred to as Company, agree to furnish for the below named, customer, hereinafter referred to as Purchaser, the items or product described, subject to the terms and conditions set forth herein.

PURCHASER	Village of Vernon Hills	DATE: 11/30/16	PHONE: 847-367-3700
STREET ADDRESS:	290 Evergreen Drive	JOB NAME:	Village of Vernon Hills
CITY, STATE, ZIP	Vernon Hills, IL 60061	JOB ADDRESS:	Various Facilities
ATTN:	Mr. Mike Atkinson	CITY, STATE, ZIP CODE	Vernon Hills, IL 60061

**WE HEREBY PROPOSE....**

To provide to the Village of Vernon Hills, **DESIGN and BUILD** services to include the retrofit/ refurbish of the existing VILLAGE HALL sign, and new ARCHITECTURAL-STYLE signs at the POLICE and PUBLIC WORKS facilities.

Scope of work to include DESIGN, SPECIFICATIONS, FABRICATION, INSTALLATION, MASONRY WORK, and ELECTRICAL WORK required. Includes all supervision, materials and equipment. Includes design copyright transfer to Village of Vernon Hills.

Message units to be matching 16MM Watchfire Brand units with HIGH SPEED FIBER data transmission. Include IGNITE brand programming and operating software. Customer to provide and pull Fiber Optic cable as needed. Costs based on non-winter conditions, assumes TAX EXEMPT project, and permit fees waived. Includes PREVAILING WAGE compliance and documentation.

**VILLAGE HALL (290 EVERGREEN DRIVE)** Existing message units to be removed, hauled off-site and disposed of by dismantling and recycling all components. Sign to be retrofitted w/ new 16MM message units, new LED lighting in VILLAGE OF VERNON HILLS header sign.

**POLICE DEPT (754 LAKEVIEW PARKWAY)** New custom, architectural-style sign w/ 16MM LED message units on masonry base, including run of electrical/ data pipe thru building and underground to sign

**PUBLIC WORKS (490 GREENLEAF DRIVE)** New custom, architectural-style sign w/ 16MM LED message units on masonry base, including run of electrical pipe thru building and underground to sign

**Contract Price: \$150,000.00**

One Hundred Fifty Thousand Dollars plus tax and permits

**Terms:** \$75,000.00 down payment, balance due upon installation

This contract, subject to the conditions noted and the additional terms and conditions on the reverse side of this contract are hereby accepted by both parties once signed by Purchaser or their representative and by corporate officer of the Company. The undersigned purchaser hereby affirms they have read and understand this contract and are authorized to execute this contract on behalf of any individual, company, corporation or organization they are representing.

Purchaser

Village Manager  
Title

12/1/16  
Date

Art Solis

Sales Representative  
10/18/16

Date

Company Officer

NOTE: THIS CONTRACT WITHDRAWN IF NOT ACCEPTED IN 30 DAYS

**ADDITIONAL TERMS AND CONDITIONS**

**(LED MESSAGE CENTER)**

**7/17/13**

1. This contract is made for custom, specially constructed signage and, when accepted, is not subject to cancellation. Company shall not be responsible for errors in plans, designs, specifications or drawings furnished by Purchaser or for defects or losses caused thereby. It is understood all signs, dimensions and elevations shown on drawings or sketches are approximate only and subject to plus or minus corrections when working or engineering drawings are completed, field measurements are taken and full size patterns are completed.
2. Unless otherwise specified, Company will on behalf of Purchaser, secure necessary municipal permits required for the installation and electrical connection of the display, the cost of which, as well as the labor to obtain at \$75.00/hour will be billed in addition to contract amount. The Purchaser is to secure any other approval permission necessary from any individual or entity whose permission is requisite for the installation of the display.
3. It is agreed Company is not responsible for any costs, losses or damages, including production delays, due to, or as a result of delays in securing any permits, failure to secure permits, or revocation of permits, permission to install, or prior approval by any government entity or individual whose approval or permission is requisite for the installation of the sign after construction of display has commenced or concluded.
4. Purchaser is to furnish at their cost adequate 120 Volt electrical feeds to the display, for Company to connect to at junction located on display. Company will connect to such electrical, if in place at time of installation. Contract does NOT include any running of data cable inside building or any additional equipment required for connection to a network.
5. Company warrants the top sign section and pole cover against defects in workmanship, construction and assembly for One Year from the date of installation, provided all service work is performed by Company or its authorized agents, and that any defects or problems are not caused by acts of God, insufficient electrical, or other responsibilities of the Purchaser. Message units to have manufacturer's 5-year limited parts warranty only-North Shore service labor not covered.
6. In the event that payment is not made as agreed, Purchaser agrees to pay a service charge on past due amounts from the time they are due, at the highest rate allowed by law or no less than the rate of two (2%) per month, (24% annually). In such case, Company may also place a lien against property, and Purchaser agrees to assume any and all costs, including attorney's fees for placing and/or releasing lien. In the event this contract is placed for collection, or by suit or through any court, Purchaser understands and agrees that Purchaser is responsible for all actual collection fees and costs, all litigation costs and actual attorney's fees in connection with the collection or litigation of any actual delinquent amount owed by customer to Company, where allowed by law. Purchaser acknowledges that in the event interest becomes due, it is considered a business loan within the meaning of Section 6404©, Chapter 17, Illinois Revised Statutes.
7. Sales taxes will be invoiced in addition to contract amount assessed at either 7% of itemized materials or based on a rate of 7% of one-half of the selling price.
8. Company shall not be responsible for any costs, losses or damages due to delays caused or created by suppliers or transportation services, labor disputes, inclement weather, production scheduling, inaccessibility of site or any other circumstances beyond its control.
9. Ownership of, and Title to all materials and property covered by this contract shall remain in Company and shall not be deemed to constitute a part of the realty to which it may be attached until purchase price is paid in full. Company is given an express security interest in said material and property, both erected and unerected, notwithstanding the manner in which such personal property shall be annexed or attached to the realty. In the event of default by Purchaser, including, but not limited to, payment of any amounts due and payable, Company may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all materials used or intended for use in this construction of said equipment and any and all property called for in this contract, without being deemed guilty of trespass.
10. Purchaser warrants it will do all possible to assure company access to premises, free of interference from other trades or obstructions, in order to perform its obligations to the terms of this contract in a proper and expedient timeframe.
11. It is agreed that this contract shall be construed according to the laws of the State of Illinois. It is agreed that any suits or legal actions brought pursuant to this contract shall be brought in the Courts of the County of Lake, State of Illinois. When contract is signed by a duly authorized person of each party, all provisions contained herein become integral parts of this contract and it is clearly understood there is no other agreement, representation or understanding of any nature concerning same, unless such agreement, representation or understanding, if any, is specifically incorporated here by reference. It is agreed and understood contract is not valid until countersigned by a Corporate Officer of North Shore Sign Co. Inc.
12. During the term of this contract, Company agrees to have all workmen covered by Workmen's Compensation insurance, and to carry Public Liability insurance covering injuries to or death of persons and damage to property as a result of an accident for which the company is responsible. Any coverage required by customer above the company's policy limits in place at date of contract will be at customers cost. Company agrees to provide proof of such insurance to Purchaser upon written request.
13. If unusual or unforeseen digging or soil conditions (i.e. sand, water, soft soil, etc.) or underground obstacles (i.e. junk fill, concrete, rock, underground utilities, etc.) are encountered, Purchaser agrees additional costs necessary to accommodate such obstructions or conditions will be added to contract price. Purchaser agrees Company will not be responsible for damage to any public or privately owned underground utilities or sprinkler systems, or for any landscape and/or lawn damage as a result of excavation or installation.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crissie Insurance Group 1700 Higgins Road Suite 320 Des Plaines IL 60018-4221	CONTACT NAME: John Hunter	
	PHONE (A/C, No, Ext): (847) 296-0655 FAX (A/C, No): (847) 297-7779 E-MAIL ADDRESS: hunterj@crissieins.com	
INSURED North Shore Sign Company, Inc. 1925 Industrial Drive Libertyville IL 60048	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Cincinnati Insurance Company	10677
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 15-16 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL ISUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		ENP0118341	12/15/2015	12/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ENP0118341	12/15/2015	12/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE	ENP0118341	12/15/2015	12/15/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	EWC820233	12/15/2015	12/15/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Leased/Rented Equipment		ENP0118341	12/15/2015	12/15/2016	Limit \$ 45,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Village of Vernon Hills is an additional insured as it pertains to general liability.

## CERTIFICATE HOLDER

## CANCELLATION

Village of Vernon Hills 290 Evergreen Drive Vernon Hills, IL 60061	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Anthony F Crissie/JEH <i>Anthony F. Crissie</i>