

**RESOLUTION NO 24-R-61**

**A RESOLUTION TO APPROVE TBRC LIGHTING REPAIR AND UPGRADE**

WHEREAS, the Tinley Park-Park District is located in Cook & Will Counties of Illinois; and

WHEREAS, at the Tony Bettenhausen Recreation Center the gymnasium control panel switch, which operates all gym lighting, track, and locker rooms, became defective and is obsolete; and

WHEREAS, staff looked at several options to use our current system, but did not find any efficient options. Staff is recommending a new Blue Ridge Technologies Lighting Control Retrofit Kit, which will allow staff to fully control the lighting from computers, cell phones, or manually; and

WHEREAS, with this system, we will also be applying for ComED Rebate, which would be expected to be estimated at \$4,500; and

WHEREAS, staff is recommending Building Automation Solutions for the Blue Ridge Technologies Lighting Control Retrofit Kit for \$14,500; and

WHEREAS, The Board of Commissioners of the Tinley Park-Park District finds that it is in the best interest of the District to approve the TBRC lighting repair and upgrade to Building Automation Solutions for \$14,500..

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the TINLEY PARK-PARK DISTRICT as follows:

SECTION 1: The Preambles hereto are hereby made a part of, and an operative provision of, this Resolution as if fully restate herein.

SECTION 2: The Request attached hereto as Exhibit 1, and made a part hereof, is hereby approved.

SECTION 3: That this Resolution shall be in full force and effect on the date approved and passed by the Board of Commissioners of the TINLEY PARK-PARK DISTRICT.

Approved and passed this 18<sup>th</sup> day of September 2024.

AYES: 5  
NAYS: 0  
ABSENT: 0  
ABSTAIN: 0

TINLEY PARK-PARK  
DISTRICT

Marie Ryan  
President, Board of Park  
Commissioners

Attest:

Lisa J. Donovan  
Secretary, Board of Park  
Commissioners

EXHIBIT 1 RESOLUTION NO 24-R-61

LEFT BLANK ON PURPOSE PROPOSAL TO FOLLOW



An Authorized Honeywell, Johnson, and Carrier Control Contractor

**BUILDING AUTOMATION SOLUTIONS**

Illinois  
22349 Commerce Parkway  
Frankfort, IL, 60423  
[www.bas-ddc.com](http://www.bas-ddc.com)

Wisconsin  
5732 95<sup>th</sup> Ave #700  
Kenosha, WI, 53144  
[www.bas-ddc.com](http://www.bas-ddc.com)

Main: 855-597-3339  
Cell: 630-589-9389  
Email: [aklenotich@bas-ddc.com](mailto:aklenotich@bas-ddc.com)

|   |   |
|---|---|
| <b>DATE:</b> August 23, 2024  |   |
| <b>Customer</b>   | <b>Job Location</b>   |
| Attn: Tim Harvey<br>Tinley Park Rec Center<br>8125 W. 171 <sup>st</sup> St<br>Tinley Park, IL 60477 | Tinley Park Rec Center<br>8125 W. 171 <sup>st</sup> St<br>Tinley Park, IL 60477 |

**Work Description**

Building Automation Solutions Proposes the following work:  
Provide parts and labor to replace the lighting control panel serving the gym and athletic areas. The new panel interior will be integrated into the existing BAS system which will align with the buildings HVAC occupancy and allow for remote access to lighting control.

Included:        One (1) Blue Ridge Technologies Lighting Control Retrofit Kit  
                         One (1) BAS BACnet router  
                         Misc. wire,  
                         Misc Relays if required.

Programming to commission panel and setup up users "lighting zones" for integration into existing BAS.

Labor includes Programming, Integrations, Control Panel Installation, BACnet wiring, Project Management, As-Built Drawings

NOTES:  
1. Understanding that BAS will reuse the existing lighting panel "bucket" to mount the new retrofit kit.

**Clarifications / Work Not Included / Qualifications**

No permits and air balancing/testing. This proposal is based on our initial inspection and does not cover additional parts or labor that may be required after the work has been started. After the work has been started, worn or damaged parts that were not evident on the initial inspection may be discovered. Naturally, this proposal cannot cover such contingencies. Materials and equipment lead times may vary. All terms and conditions from Building Automation Solutions proposal form apply.

|                           |                     |                    |
|---------------------------|---------------------|--------------------|
| Price is firm for 60-days | <b>Total price:</b> | <b>\$14,500.00</b> |
|---------------------------|---------------------|--------------------|

Thank you for the opportunity to bid on this project. If you should require any further information or specifications, please contact me at the office (855) 597-3339

*Adam Klenotich*  
Sales  
**BUILDING AUTOMATION SOLUTIONS**

|                      |  |      |
|----------------------|--|------|
| Authorized Signature |  | Date |
| PO# _____            |  |      |

## TERMS AND CONDITIONS OF PROPOSAL

### **1. NO MODIFICATIONS**

The contract arising by acceptance of your offer pursuant to this proposal shall not be amended, modified or rescinded except by written agreement signed by an authorized official of each party, expressly referring to this contract. The Purchaser understands that no sales person or other representative of the Seller has the authority to make any agreement, contract, warranty, term, promise, condition or understanding, express or implied, which is not expressed herein or in a written modification of this contract signed by authorized officials of each party.

### **2. REMEDIES OF SELLER**

Prior to the installation of the equipment and materials to be furnished and sold pursuant to this contract, title to said equipment and materials shall remain with the Seller, and, in the case of non-payment, Seller shall be entitled to any and all remedies of an unpaid seller under the Illinois Uniform Commercial Code, including the right of the seller to repossess said equipment and materials with or without legal process. After any or all of said equipment and materials have been installed pursuant to this contract, then as to that part of said equipment and materials which have been installed, and the labor and service related thereto, the Seller shall have the right to place a mechanic's lien against the premises where said equipment and material have been installed pursuant to the applicable statutes and law relating to mechanic's liens for the furnishing of labor and materials. Any payment due Seller under this contract is payable on receipt of Seller's invoice. A late payment charge of 1½% per month (annual percentage rate of 18%) shall be added to the unpaid past due balance after 30 days and purchase agrees to bear any legal expense incurred including cost of correction.

### **3. WARRANTIES**

The Seller, unless equipment is sold without service, shall furnish and install, free of charge, such part or parts of the machinery and apparatus sold hereunder that may become defective in workmanship or material within one year from the date of delivery or installation. The Seller's obligation shall be merely to furnish and install duplicate parts as provided herein, and the Seller shall not be liable for defects arising from normal wear and tear, or breakage caused by carelessness or negligence in operation, nor is Seller responsible for any alterations that may be made in the machinery and equipment without its consent. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE.

### **4. LIMITS OF LIABILITY**

The Seller shall in no event be held liable or accountable to the Purchaser and/or to any other party whatsoever for the actual, incidental and/or consequential damages or losses due to, but not limited to, any one of the following: interruption in use of equipment, or stoppage of production, failure to maintain desired temperatures or humidity levels, electrical power surge or loss, high or low voltage, inadequate power, blown or burned out main or branch fuses, open circuit breaker, lack of adequate natural gas or fuel supply or pressure, inadequate or excessive water supply or pressure, inadequate or excessive hot water or steam supply or pressure, water in oil, contamination of water supply or atmosphere, accident, freezing, flooding, lightning, storms, malicious mischief, willful damage, misuse, abuse, negligence, fire, explosion, theft, clogged filters, delays in installation and/or services, time or manner of service of any equipment, failure to meet completion dates, engineering and/or design defects, improper installation, operation of equipment beyond design conditions, labor disturbances, strikes, riot, civil commotion, lockouts, commercial delays, spoilage, loss of business, asbestos, rust or corrosion, the inability to procure materials and/or parts from the usual source of supply, war conditions, Acts of God or for any contingencies that are unavoidable or beyond the control of the Seller. Seller is not responsible for conforming to any governmental codes, laws and/or regulations. Under no circumstances shall Seller be responsible or liable for any indirect, incidental or consequential damage or alleged personal injury of any kind relating to or arising out of the existence, effect, removal or treatment of an Organic Pathogen (i.e., any type of bacteria, virus, fungus, mildew, wet or dry rot, mold or mycotoxin, as well as their spores, odors and byproducts, along with any reproductive body they produce, and any material containing them). In no event, shall the Seller be liable to the Purchaser and/or to any party whatsoever for actual, incidental and/or consequential damages or losses. Seller shall not be required to identify, detect, encapsulate, or remove asbestos, or products or materials containing asbestos or similarly hazardous substances. Seller shall not be liable for any losses or damages due to inability of the building structure to properly support the equipment installed. It is expressly agreed that the seller assumes no liability for negligence or failure whatsoever. All labor is to be performed during Seller's regular working hours unless so specified otherwise in writing.

### **5. INSTALLATION AND COMPLETION**

Unless specifically enumerated in proposal as Seller's responsibility, Purchaser is responsible for providing access (and removing structures or objects which interfere with this access) to equipment installation location; for structural supports for all equipment supplied; for local permits and codes; for providing adequate utility source (gas, electric, steam, water) adjacent to equipment. Completion dates are estimates only. No contract will be made to complete on a specified date unless in writing, signed by the Corporate President or Secretary of the Seller.

**6. INSURANCE**

Purchaser agrees to insure said merchandise against the hazards of fire at Purchaser's sole cost and to be responsible in any event for any loss or damage to the said machinery and equipment by fire, theft or other casualty. Purchaser agrees to assign to the Seller upon request the proceeds of any insurance paid by reason of loss from any cause whatsoever to the merchandise described herein. Seller shall apply said proceeds to the balance due by the Purchaser under this contract.

**7. ASSIGNMENT**

No transfer, renewal, extension or assignment of this contract or any interest hereunder or loss, injury, or destruction of said property shall release the Purchaser from his obligation hereunder. Every assignee of the Seller and/or its assigns shall be entitled to all the rights and remedies of the Seller. The term "Seller" wherever used in this contract includes Seller's successors and assigns, unless otherwise defined.

**8. ACCEPTANCE**

Prior to written acceptance by Seller, the Seller shall have no responsibility for any work performed or financial obligations incurred by or on behalf of the Purchaser in anticipation of Seller's acceptance.

**9. CANCELLATION**

After written acceptance by Purchaser, should the Purchaser decide to cancel all or any part of the work specified in this proposal, the Purchaser shall reimburse to the Seller any costs already incurred, including but not limited to restocking fees for parts and equipment affected by such cancellation.

**10. CLEAN AIR ACT**

Not included under this agreement are any charges related to the recovery of refrigerant, as required by the provisions of Section 608 of the U.S. Clean Air Act of 1990.

03/30/2009