

RESOLUTION NO. 20-037

A RESOLUTION AUTHORIZING THE PURCHASE OF A PAIR OF LED SIGNS ID #1339717 W16-S FOR THE SPUR 93 BUSINESS PARK FROM CUSTOM SIGNS, BEAUMONT, TEXAS BY THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION IN THE AMOUNT OF \$35,902.80; FUNDING AVAILABLE IN PAEDC ACCOUNT NO. 120-1429-582.92-00

WHEREAS, the City of Port Arthur Section 4A Economic Development Corporation (“PAEDC”) owns and manages the Spur 93 Business Park (the “Park”). The Park is a location for several businesses with additional acreage for future business growth; and

WHEREAS, PAEDC has utilized a wooden sign to display a map of the Park tenants; and

WHEREAS, PAEDC has to update and replace the sign as tenants may leave the Park or new tenants move into the Park; and

WHEREAS, PAEDC wishes to purchase a color LED message center with the ability to update the sign as necessary remotely via computer; and

WHEREAS, PAEDC has obtained a quote attached hereto as **Exhibit “A”** and recommends the purchase of two (2) LED Sign ID: 1339717 W16-S sold by Custom Signs of Beaumont, Texas in the amount of \$35,902.80 with installation; and

WHEREAS, at the regular Board meeting on January 14, 2020, the PAEDC Board of Directors approved purchasing the two (2) LED Sign ID: 1339717 W16-S from Custom Signs of Beaumont, Texas in the amount not to exceed \$35,903.00.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR, TEXAS:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the City Council of the City of Port Arthur authorizes PAEDC to purchase the two (2) LED Sign ID: 1339717 W16-S from Custom Signs of Beaumont, Texas in the amount not to exceed \$35,903.00.

Section 3. That a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this 4th day of Feb A.D., 2020,
at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote: AYES:
Mayor Bartie; Mayor Pro Tem Asuncion,
Councilmembers Scott, Jones, Kinkaid,
Moses and Frank.

NOES: None.


Thurman Bartie, Mayor

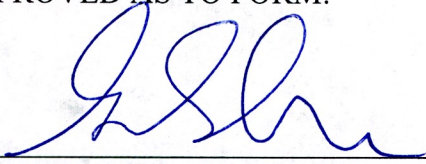
ATTEST:


Sherri Bellard, City Secretary

APPROVED:

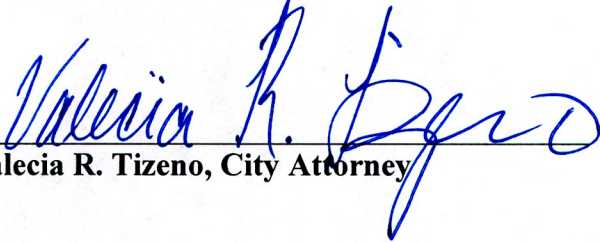

Floyd Batiste, PAEDC CEO

APPROVED AS TO FORM:



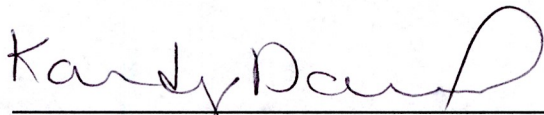
Guy N. Goodson, PAEDC Attorney

APPROVED AS TO FORM:



Valecia R. Tizen, City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:



Kandy Daniel, Interim Finance Director
(pending budget adjustment)

Exhibit "A"

BUSINESS PARK SIGN

SIGN ID: 1339717 W16-S

Job Site Name: Port Arthur Business Park Address: City: State: Zip:

PRODUCT SPECIFICATIONS

OPTIONS Pixel Pitch: W16mm LED RGB

Software Ignite OP **Pixel Matrix:** 72 X 144

Communications 4G Wireless w/ 5 Year Cellular Data Plan **Cabinet Size:** 4ft 5in H x 8ft 3in L x 5in D

Software Training Web Based Software Training **Viewing Area:** 4ft H x 8ft L

Temperature Sensor w/15 ft Cable **Cabinet Style:** Double Face Twinpak (Slim)

Cabinet Separation Standard Up To 15 Feet **Character Size:** 8 lines / 28.8 Characters at a 4" type

Power Requirements Standard As Quoted **Approx. Weight:** 814.00 Lbs.

Sign Mounting Kit Not Ordered / Not Required **Warranty:** Standard 5 Year Watchfire warranty applies.

Warranty Standard 5-Year Parts Warranty **Mfg. Lead Time:** 2-4 weeks (after this document is signed &

Personal Computer PC Not ordered. Ignite Included returned and receipt of down payment).

Technician On-Site Not Ordered **Electrical Service:** 120 VOLT 18.0 amps (9.00 per face) Single

Phase Service. Refer to the Installation manual for details on wiring. Based on 18 **QUOTE NUMBER: 1923524.0 (Version 0)**

DATE: 12/6/2019

Custom Signs 9014586

Shipping Destination James Saleme, Owner

Custom Signs 1465 Sheridan Ln.

Beaumont, Tx. 77706 409-791-2596 james.customsigns@gmail.com

Spare Parts Kit Not Ordered **Custom Artwork** Not Ordered

hours of operation a day, plus or minus 10% depending on how the sign is programmed. Example: 11.2 KWHrs a day x \$0.07 = \$0.78/Day

STANDARD FEATURES Brightness Daytime 10000 NITs Maximum; Nighttime

750 NITs Maximum **Color** LED RGB **Color Capability** Min. 18.0 Quadrillion **Energy-Conscious LED** Use optional Sign Brightness Adjustment to

run sign at less than 10000 NITs. **Includes** Ignite Graphics Software **Video** plays prerecorded clips up to 30FPS; Imports

Windows Video (AVI); Animated Text & graphics **Viewing Angles** 140 Horiz/70 Vert

System Price: 16mm Highbrightness Color LED Message Center - Front Ventilation

System Price \$35,902.80 with installation USD

To order Sign ID 1339717, sign here and return with 50% down

payment To Beaumont, TX via Custom Signs 1465 Sheridan Ln. 77706 & Balance at time of shipping

Plus Tax: USD

Signature: _____ Date: _____

Grand Total: \$35,902.80 Plus Tax USD

Note: Customer needs to provide electrical service to sign. Installation included in quote, 8" schedule 40 steel pipe, approx. 8' off ground. Sign affixed to pipe and steel frame.

Buyer acknowledges that prior to executing this Agreement Buyer has read or has had the opportunity and means to review the TERMS OF SALE and Seller's LIMITED WARRANTY, SOFTWARE LICENSE, AND LIMITATION OF LIABILITIES AND REMEDIES at

<http://watchfiresigns.com/terms-and-conditions-of-sale> or in the alternative, a hard copy has been provided to Buyer and its receipt is acknowledged.

This quote/offer is expressly limited to the acceptance by the buyer of its exact terms, including the terms of sale and seller's limited warranty, software license, and limitation of liabilities and remedies, all of which are a part of the agreement. Any purchase order or related documents buyer issues to seller (even if it contains terms in addition to or inconsistent with the terms of this agreement) for this transaction shall constitute buyer's unconditional agreement to be bound exclusively by the seller's terms and conditions of this agreement, and buyer hereby agrees that such additional or inconsistent terms shall not apply nor become a part of this agreement.

Zack Steele | 800-637-2645 | Fax: 217-442-1020 | 1015 Maple St., Danville, IL 61832 | Zack.Steele@watchfiresigns.com Page 1 of

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Watchfire cabinets are designed to minimize heat and provide durable protection from the elements. The rear side of our cabinet features mill-finish aluminum. Contact your Watchfire representative if a painted finish is required.

VENTILATION

DESIGNS

Improperly ventilated signs risk overheating, which will affect the life and operation of the sign.

Front-vent Cabinets (Price Watcher Included)

Watchfire front-vent cabinets and Price Watcher models draw air in through vents on the lower edge of the cabinet. Patented multi-chamber cooling provides built-in fans to ensure brighter, longer lasting LEDs with no need for additional wiring or fan kits.

DO NOT BLOCK the air intake, exhaust or LED modules located on the front face with any part of the metal cabinet or coverings.

Rear-vent Cabinets

Watchfire rear-vent cabinets draw air in through a vent at the bottom of the cabinet's rear side, and use cooling fans located inside the top of the cabinet to draw cool air up.

Ventilation must be completely unobstructed by mesh or louvers. To conceal a gap, calculate the open air portion of the concealment material and (for each cabinet) allow 24 (or more) square inches of total air intake and 24 (or more) square inches of total air exhaust per foot of cabinet length.

DO NOT RESTRICT AIRFLOW on the cabinet's rear side. A minimum 2" gap per face behind each cabinet is necessary. For wall- mounted rear-vent cabinets, airflow must be unobstructed from top to bottom, in addition to leaving a minimum 3" gap between the sign and wall.

Optimal Ventilation Alternate Ventilation (Single Pole)

For signs 16' in length or longer OR signs with multiple pole installation – allow a minimum 2" gap above and below the LED cabinet. Although ends may be sealed, it is best to use a loose mesh material or leave area open to allow for maximum airflow.

For signs up to 16' in length installed on a single pole – allow a minimum 2" gap below the LED cabinet for optimal ventilation. **DO NOT SEAL ENDS** if no gap exists above the cabinet.

Watchfire Signs, LLC - TERMS OF SALE

Note. The following Terms of Sale are subject to change. All transactions for all products sold by Watchfire are subject to the latest published Terms and Conditions and to any special Terms of Sale which may be contained in applicable Watchfire quotations and acknowledgements.

Quotations. Quotations shall be valid for no more than ninety (90) days from their date, unless otherwise state in the quotation. All quotations are subject to change by Watchfire at any time upon notice to Buyer. It is Buyer's obligation to review the quotation carefully and to immediately advise Watchfire of any discrepancies Buyer has so any necessary changes may be made. Changes to the System after acceptance of the quote are valid only when accepted in writing and signed by both Watchfire and the Buyer.

Terms of Payment. Upon Buyer's acceptance of a System quote, the Buyer shall make a non-refundable minimum deposit of one-half of the System Price. When applicable, taxes, crating, transportation, delivery charges, and any other related expenses shall be included in the System quote. The remaining balance must be paid by the Buyer three (3) days prior to Watchfire's shipment of the System. The System Price does not include costs of any construction or installation of the System and is solely the responsibility of the Buyer. Systems delayed in shipment at the request of Buyer are subject to annual interest charges of 18% on the remaining balance, which must be paid by Buyer prior to shipment. Buyer's failure to comply with all Terms of Payment may result in suspension of system access, which may not be restored until Terms of Payment are fulfilled.

Delivery. Watchfire shall, at Buyer's sole cost, arrange for delivery of the System to Buyer. Title to, and risk of loss of, the System shall pass to Buyer upon Watchfire's placement of the System with the shipping carrier unless the System has been in Watchfire's warehouse for more than sixty (60) days from the date of completion. Title and risk of loss of the system shall automatically pass to Buyer if the System is in Watchfire's warehouse for more than sixty (60) days and a storage fee of \$500 per month thereafter will be assessed to the Buyer. Buyer shall inspect the System within fourteen (14) calendar days after receipt (the "Inspection Period").

Buyer will be deemed to have accepted the System unless it notifies Watchfire in writing of any Nonconforming System during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Watchfire. "Nonconforming System" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Watchfire of any Nonconforming System, Watchfire shall, in its sole discretion, (i) replace such Nonconforming System with a conforming System, or (ii) credit or refund the price for such Nonconforming System. If Watchfire exercises its option to replace the Nonconforming System, Watchfire shall deliver a conforming System to Buyer according to the delivery terms applicable to the original System. Buyer acknowledges and agrees that the remedies set forth in this paragraph are Buyer's exclusive remedies for the delivery of a Nonconforming System.

Driver Detention. Fees for up to two (2) hours of detention time, per load, are included in the System Price. In the unlikely event that the driver is delayed or detained beyond two (2) hours following arrival at the shipping destination, detention fees will be accrued by the hour. If these delays are a direct result of issues with preparedness of the installation team and/or jobsite readiness, these fees will be invoiced to the Buyer in a timely manner and will not exceed \$75.00/hour.

Force Majeure. Watchfire shall not be liable for any damages as a result of any delays due to any causes beyond Watchfire's control, including, without limitation, telecommunications failures, technology attacks, epidemic, embargos, quarantines, viruses, strikes, labor problems of any type, accidents, fires, war, acts of terrorism, material unavailability, natural disaster, transportation failures, instability and unavailability of the Internet, and acts of God, etc. In the event of such any such delay, the date of delivery shall be extended for a period of time reasonably necessary to overcome the effect of such delay.

System Warranty. When used properly under normal use and normal environmental conditions, and subject to the exclusions set forth herein, Watchfire warrants its manufactured goods, and the System against material defects in material and workmanship for five (5) years from the date of shipment from Watchfire's dock. Watchfire warrants the Price Watcher product series against material defects in workmanship for three (3) years from the date of shipment from Watchfire's docks. During the warranty period, Watchfire's only obligation and liability is to repair or replace (at its option) those part(s) of the System which prove to be defective and not merely worn out (e.g., aged LEDs). Repaired or replaced parts provided within the original warranty period shall have the same warranty for the balance of the original warranty period. Part(s) replaced or repaired outside of any warranty period shall have a warranty of replacement only for material defects in material or workmanship for one (1) year from date of shipment. Any parts not manufactured by Watchfire, but which are added to the System manufactured by Watchfire, are covered only by their original manufacturer's warranty, if any. Watchfire is not responsible for telecommunications or Internet services being unavailable, or for limitations caused by environmental conditions or incompatibilities with other systems.

Limitations. Buyer's exclusive remedy for Watchfire's breach of this Agreement as to any term hereof, and Watchfire's only liability for any such breach, shall be replacement or repair of the System and its parts actually delivered to Buyer in Watchfire's sole discretion. **IN NO EVENT WILL WATCHFIRE BE LIABLE TO BUYER FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF THIS TRANSACTION IN EXCESS OF THE SYSTEM PRICE.** The Buyer agrees that these limitations on liability and remedies are independent of the agreed remedies under this Agreement. Significant surge protection is included in the signs. However, very high electrical surges can damage electronic LED sign systems and are not covered by warranty. **Proper installation to allow for adequate ventilation as detailed in the Installation Manual S-1504 is required to keep the warranty in force. Power must be applied at all times except for during service incidents. Power outages for more than three (3) days require notice to Watchfire Service to keep the warranty in force.**

Intellectual Property. As to the equipment proposed and furnished by Watchfire, Watchfire shall defend any suit or proceeding brought against Buyer so far as it is based on a claim that such equipment constitutes an infringement of any copyright, trademark or patent of the United States. Watchfire retains ownership of intellectual property in any materials, goods, software and production process which may be developed under this Agreement.

Use of System Image. Buyer agrees that Watchfire, without compensation to Buyer, may use Buyer's name along with photographs and images of the System in Watchfire's advertising and promotional materials in any media worldwide without the prior written consent of Buyer. Watchfire agrees that such use shall not imply any endorsement of Watchfire by Buyer.

License for Software Use and Warranty. "Software" as used herein includes software distributed on a media (like a CD, DVD or

flash drive), software hosted on a server and accessed through a web browser, and software running on the System controllers. Media does not apply to Ignite OA. This license covers end-user applications such as Ignite OP, Ignite OPx and Ignite OA. Excluding Third Party software, Watchfire warrants that: (1) the media (if any) on which Software is provided shall be free from material defects for sixty (60) days after shipment by Watchfire; and (2) Software substantially conforms to the documentation that accompanies it. Watchfire hereby grants the Original End User a limited, non-exclusive personal, non-transferable and non-assignable license to use the Software. This license terminates upon violation of any provision of this License, and Watchfire reserves the right to electronically disable the Software upon such violation. The software is copyrighted by Watchfire Signs, LLC and buyer shall not permit the software to be copied (except for backup purposes), transferred, distributed, disassembled, reverse engineered, decompiled or tampered with. Watchfire does not warrant that the media and Software is completely error-free, will operate without interruption or is compatible with all equipment or software configurations. Watchfire may charge additional fees for any upgrades or modifications to the Software.

Third Party Software. Operation of the sign is supported only with Watchfire software and Watchfire qualified versions of approved third party software. Installing un-supported software on sign controllers could lead to non-operational signs. Service charges for troubleshooting and returning to operation will apply.

BUYER AND ORIGINAL END USER HOLD WATCHFIRE HARMLESS AND INDEMNIFIED FOR ANY CLAIMS BY THIRD PARTIES, INCLUDING WATCHFIRE'S ATTORNEY'S FEES, THAT THE USE OF THE SOFTWARE OR SYSTEM INFRINGES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY DUE TO AN IMAGE DISPLAYED ON THE SYSTEM BY THE BUYER. **Warranty Service.** Defective media or Software may be replaced during the warranty period unless damaged by accident or misuse. WATCHFIRE'S ENTIRE LIABILITY SHALL BE THE REPAIR OR REPLACEMENT OF THE DEFECTIVE MEDIA OR SOFTWARE WHEN TIMELY RETURNED TO WATCHFIRE. Any replacement media or Software has the same sixty (60) day warranty. Warranty service for the System and the Software are expressly conditioned on Watchfire's prior receipt of all payments due under the License, including System Price. Buyer shall contact the Watchfire HELP desk for warranty service. Items determined defective by Watchfire will be replaced at its option with new or like-new part(s). No credit is given for such items. Watchfire will pay for outbound shipping and return ground freight for items repaired/replaced for its manufactured goods. Buyers must pay all duties and taxes for items shipped to destinations outside of the continental United States. Buyer shall pay for the installation of repaired/replaced item and updates to the software. In the event of any delay in Watchfire's performance beyond Watchfire's reasonable control, Watchfire shall have additional reasonable time for performance. Buyer shall pay for all maintenance services.

10-Year FCC Guarantee. This device complies with FCC Part 15 regulations for Class A devices. Operation is subject to the following two conditions: 1.) this device may not cause harmful interference, and 2.) this device must accept any interference received, including interferences that may cause undesired operation. FCC regulations state that unauthorized changes or modifications to this device could void the user's authority to operate it.

In the event of a documented claim of electromagnetic interference as the result of the operation of this device, Watchfire guarantees to provide a remedy to the complaint pursuant to FCC Part 15 regulations for Class A devices in effect at the time of shipment or issue a prorated refund to the buyer. The prorated refund will be determined by dividing the original purchase price by the number of months of the warranty period, then multiplying the result by the months remaining in the warranty period. Partial months are rounded to the nearest whole month.

Exclusions. The above warranties do not apply if the System or Software are damaged due to improper or unreasonable use, modification, repair, service, installation, or environmental conditions or if they are reversed engineered, de-compiled or used to create derivative works. There are no express warranties for the System and the Software beyond those expressly stated herein and the entire agreement between the parties as to warranties is embodied in the Agreement and this Schedule. Neither oral statements or advice made by Watchfire's agents or employees in the selection of goods or parts used in or in conjunction with Watchfire's manufactured goods, or in the performance of warranty services, nor any verbal arrangement, nor any advertising material or statement in any brochure, catalogue, or other material furnished by Watchfire or on its behalf, other than the limited warranty and remedies statements included therein, nor any other oral or written term or statement not contained herein shall constitute a warranty, be relied upon by Buyer, or become a part of the sale of System or the license of the Software. If any sample or model was shown to the Buyer,

such sample or model was used merely to illustrate the general type and quality of a System and Software and not to represent that the System and Software would necessarily conform to the sample or model.

WATCHFIRE'S LIABILITY TO BUYER UNDER THESE WARRANTIES FOR THE SYSTEM AND SOFTWARE IS LIMITED AS SET FORTH HEREIN, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY OR ANY OTHER THEORY, AND WATCHFIRE SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, COMMERCIAL, EXEMPLARY, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF USE, LOSS OF ANTICIPATED PROFITS, INCOME, OR ECONOMIC LOSSES OF ANY KIND. WATCHFIRE'S LIABILITY UNDER ANY WARRANTY HEREUNDER, WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED THE COST OF REPAIR OR REPLACEMENT OF DEFECTIVE PARTS OF THE SYSTEM AND SOFTWARE. BUYER MAY NOT BRING ANY ACTION UNDER THESE WARRANTIES MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

Miscellaneous. Should any part of this Terms of Sale be found invalid, the other parts shall remain unaffected and shall be enforceable. This Terms of Sale shall be governed by the laws of the State of Illinois. Any litigation shall be exclusively in Vermilion County, in the State of Illinois or the U.S. District Court for the Central District of Illinois.

Privacy Policy. See <http://www.watchfiresigns.com/privacy-policy> for details.