



TRI-COM BOARD OF DIRECTORS SPECIAL MEETING
Special Meeting Agenda
Wednesday, June 22, 2022

Location: Tri-Com Training Room
Time: 8:00 AM

Call Meeting to Order: Roll Call

Old Business: None

New Business: 1) Waiver of the Bid and Approval of Quote from Valley Fire Protection and Plumbing Services

Public Comment:

Adjournment:

Next Regular Meeting: Wednesday, July 13, 2022 at 8:00 A.M.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Waive of the Bid and Approval of Quotes for Additional Required Work for Connection to the COSC Municipal Water Utility		
Presenter & Title:	Executive Director Joe Schelstreet		
Date:	June 22, 2022		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Regular Meeting	<input type="checkbox"/>	Special Meeting
<input type="checkbox"/>	Other -	<input type="checkbox"/>	
Estimated Cost: \$	Budgeted?	<input checked="" type="checkbox"/>	YES
		<input type="checkbox"/>	NO
<i>If NO, please explain how the item will be funded: N/A</i>			
Executive Summary:			
Two of the original quotes for the work to attach to the City of St. Charles municipal water supply have been revised and two additional quotes have been obtained due to City of St. Charles requirements and a contractors inability to complete the previously bid work. All quotes were obtained based upon either recommendation by the City of St. Charles or because of familiarity with the Tri-Com facility. The new project cost is \$109,397. An updated 15% contingency of \$16,409.55 is also included for a total cost of \$125,806.55			
<i>This motion requires a simple majority vote.</i>			
Attachments: <i>(please list)</i>			
Quotes from Stokes Excavating, Mendel Plumbing, Allegiant Fire Protection and Valley Fire Protection. A revised summary form is also attached.			
Recommendation / Suggested Action: <i>(briefly explain)</i>			
Staff requests waiver of the bid for the required work to attach to the City of St. Charles municipal water supply and approval of the attached quotes.			

Tri-Com Water Connection Project Summary

Expenses

Mid America Energy Services	\$64,571.00
Mendel Plumbing	\$19,004.00
Allegiant	\$8,000.00
Meadow Well and Pump	\$4,464.00
Valley Fire Protection	\$9,558.00
Stokes Excavating	\$3,800.00
Sub Total	<u>\$109,397.00</u>
15% Contingency	\$16,409.55
Total	<u>\$125,806.55</u>

Available Revenue

Finance has completed a quick projection for the fiscal year 2022. For the fiscal year 2022, Tri-Com is projected to end with a surplus of \$268,409 versus a budgeted use of fund balance of \$249,610. With this surplus, the estimated ending fund balance is \$2,915,937 or 61.33%. The fiscal year 2023 budget has an estimated drawdown of \$442,870. The updated estimated ending fund balance for the fiscal year 2023 is \$2,473,067 or 53.63%. The increase in the water main project cost will have little effect on Tri-Com's fund balance. A chart is below for your convenience.

		FY 2022	FY 2023	FY 2023
	2022 Budget	Projection	Approved Budget	Approved Budget W/\$20K
Beginning FB	\$2,647,528.00	\$2,647,528.00	\$2,915,937.00	\$2,915,937.00
Net Income (Expense)	-\$249,610.00	\$268,409.00	-\$422,870.00	-\$462,870.00
Ending FB	\$2,397,918.00	\$1,915,937.00	\$2,472,067.00	\$2,453,067.00
% of FB	46.79%	61.33%	53.63%	52.96%



Mendel Plumbing & Heating Inc
 3N640 North 17th Street
 Saint Charles, IL 60174
 (630) 377-3608

Estimate 200865723
 Project 206407188
 Estimate Date 3/1/2022
 Technician Scott M.
 Customer PO

Billing Address
 City Of Geneva
 22 South 1st Street
 Geneva, IL 60134 USA

Job Address
 Tri-Com Central Dispatch
 3823 Karl Madsen Drive
 St. Charles, IL 60175 USA

Estimate Details

New water service plumbing scope of work.: Provide interior plumbing work for new 4" water service. (updated 5/21/22)

Task #	Description	Quantity	Your Price	Your Total
1	1st trip: -Remove left well tank and cap off piping. 2nd trip: -Provide and install the following: 1-4" OS&Y valve onto new 4" ductile flange. 1-4" Blind flange for future fire connection. 1-4" flanged ductile tee. 1-4x2 threaded reducer flange. 1-2" RPZ valve. (includes testing and certification) 2-2" ball valves for water meter. -Drain from new RPZ air gap to floor drain. -Install city provided water meter. -2" copper piping from RPZ to existing water supply line. -1" bypass piping with locking valve around water meter. -Removal of 2nd well tank and associated interior piping. -Removal of existing 2" RPZ valve and associated interior water supply piping for fire tank fill.	1.00	\$14,250.00	\$14,250.00
2	-Provide and install a 4" RPZ back flow preventer less strainer for fire protection system. -Install back flow device onto new 4" flange on tee along East foundation wall. -Pipe air gap fitting to floor drain. -Outlet piping from RPZ to sprinkler system is not included. -Testing and certification of RPZ is included.	1.00	\$4,754.00	\$4,754.00

Potential Savings \$0.00
Sub-Total \$19,004.00
Total \$19,004.00

Thank you for choosing Mendel Plumbing & Heating Inc.

I hereby agree to the work scope & price of \$19,004.00 on the estimate presented by Scott M. to be completed.

Click link below for Terms and Conditions
[Terms and Conditions](#)

Terms and Conditions

Validity Timeframe: All Estimates are valid for a period of 30 days. Estimates are gladly updated upon request.

Payment Terms: Payment in full is required upon the completion of work specified. We accept all major credit cards, checks, and cash. All returned checks will incur a \$75.00 service fee. We also offer payment plan options. Client agrees to pay all attorney fees, costs, and expenses incurred by Mendel to enforce this contract including the collection of any unpaid balance.

Special Billing Arrangement Payment Terms: All payments must be received within 30 days from completion of work. Please ensure Purchase Orders are provided upon scheduling work agreed upon, if applicable. Failure to pay within the 30 days from completion of work voids all warranties. After 30 days from completion of work, interest accrues on the unpaid balance at the rate of 2% per month. Client agrees to pay all attorney fees, costs, and expenses incurred by Mendel to enforce this contract including the collection of any unpaid balance.

Estimates Awarded: A signed estimate or authorization email detailing selected work is required to begin work. A 50% deposit is required for projects greater than \$2500 or containing special order materials. Our Office hours are Monday – Friday 7:30 a.m. – 6:00 p.m. and Saturday from 8:00 a.m. – 2:00 p.m.

All Work has been quoted to be done during regular business hours of Monday through Friday, 8:00 – 4:30 p.m., unless otherwise specified in the estimate. Saturday completion requests may be subject to after hour rates and will require approval from Mendel Plumbing & Heating, Inc. before being scheduled.

Any alterations or deviations from the specifications outlined in the estimate involving extra costs, will be executed only upon written orders by the client, and will become an extra charge over and above the estimate. Any change order may impact the scheduled and specified completion date.

Warranties and Limitations of Warranties: Mendel warrants that all labor was completed in a workmanlike manner and shall be free from defects for a period of one (1) year from the date said work was performed. All parts and equipment used are subject to the manufacturer's warranty. If you are a MendelCare Protection Plan member, the warranty for all Parts and Labor are covered for a period of three (3) years from the date of work being performed as long as you remain a plan member.

Client supplied materials and/or equipment are excluded from Mendel's parts warranty. The client assumes all responsibility for work, workers, materials, and related warranties that are not supplied by Mendel Plumbing & Heating, Inc.

Mendel Plumbing & Heating, Inc. workers are fully covered by Workman's Compensation and Public Liability Insurance.

Mold, Asbestos or Lead Detection: Mendel employees are not specifically trained to find or detect mold, asbestos, or lead issues at your home or business. If a Mendel employee suspects one or more of these issues, they will bring it to your attention.

Notice of Cancellation: "YOU, THE CONSUMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT."



Three Day Right to Cancel Home Repair

Do you get a three day cooling off period?

In Illinois, three day rights to cancel are required to be given in specific types of transactions. In many cases, home repair or remodeling contracts are required to contain wording that gives you this important legal right and explains how you can exercise it. It is important to understand the specific circumstances in which Illinois law gives you this right.

You are required to be given a three day right to cancel a home repair contract if:

- the sale of services or merchandise involves \$25 or more, and
- the contract is signed when the salesperson or contractor is physically present in your residence.

The law requires notice of your three day right to cancel to be given **both orally and as part of the written contract**. Do not sign any contract that does not fully describe the three day right to cancel, fails to state the date of sale, or contains blank spaces.

Exclusions

There are exclusions in the three day cooling off law that affect transactions for home repair or remodeling. You are not allowed a three day right to cancel in the following situations:

• Emergencies

If you have initiated the contact *and* you need the goods or services to meet an emergency, you are not entitled to a three day right to cancel. In such cases, Illinois law requires you, the consumer, to furnish the home repair contractor with a separate dated and signed personal statement in your own handwriting describing the emergency situation and expressly acknowledging and waiving your right to cancel within three business days.

• Prior Contact by the Consumer

You are not entitled to a three day right to cancel if you negotiate the terms of your home repair agreement during an earlier visit to the retail business where the goods are displayed or the services are offered. This exception holds true even if you sign the final written agreement in your home. You also are not entitled to a three day right to cancel if you conduct and consummate the transaction entirely by mail or phone, without any other contact between you and the home repair contractor.

Illinois Law Requires

Under Illinois law, when you make an agreement for home repair that meets the criteria for a three day right to cancel, the seller must furnish you with a fully completed written receipt or contract that reflects the terms of the oral agreement and states the date of the transaction. The receipt or contract must also contain a "Notice of Cancellation" stating that you may cancel the transaction at any time within three days. Next to the space where you sign the contract—or on the front page of the receipt, if a contract is not used—the following statement must appear, in bold face, 10-point type:

"YOU, THE CONSUMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT."

STOKES EXCAVATING, INC.

903 Daisyfield Rd
 Rockford, IL 61102

Estimate

Date	Estimate #
5/24/2022	4663

Name / Address
Tri-Com Central Dispatch 3823 Karl Madsen Dr. St. Charles, IL 60175

P.O. No.	Project

Description	Qty	U/M	Cost	Total
Tri-Com Central Dispatch 3823 Karl Madsen Dr. St. Charles, IL 60175 To remove top of 10,000 gallon water storage tank, puncture holes in bottom of tank for drainage, fill with stone and top with blackdirt & seed.	1		3,800.00	3,800.00
			Total	\$3,800.00

Phone #	Fax #	E-mail
815-489-0680	815-489-0860	stokesexcavating@live.com



VALLEY FIRE PROTECTION, LLC
555 S. KIRK RD, UNIT C
ST. CHARLES, IL 60174
630.761.3168
WWW.VALLEYFIRE.COM

5/16/2022

Attn: Joe Schelstreet

Executive Director|Tri-Com Central Dispatch
3823 Karl Madsen Drive St Charles, Illinois 60175
p: 630-584-8169 | f: 630-262-1911
JSchelstreet@tri-com911.org | www.tricom911.org

**RE: Convert from Stored Water supply to Municipal.
Fire Sprinkler System**

Dear Joe,

Valley Fire Protection Systems, L.L.C. ("VFPS") proposes to reconfigure/modify existing fire sprinkler lay-out, as furthered described herein, for the **Lump** sum of **Nine Thousand Five Hundred Fifty-Eight (\$9,558.00) Dollars**. Proposal is based on the issued for permit/bid set of plans dated 4/27/22.

Proposed scope of work:

1. Produce and submit fire sprinkler system lay-out documents and comparison of existing available water supply/pressure with that of proposed city/municipal supply to the local building and/or fire officials for review and approval.
2. Furnish and supply necessary labor and materials to connect existing fire sprinkler system's main piping onto proposed new incoming water flanged spigot.
3. Hydrostatic testing and inspections of our work with city officials.

Includes the necessary material, taxes, equipment, labor, design, trucking, inspection/test to complete the proposed scope of work.

Exclusions and Clarifications:

- a. Work other than described above.
- b. Fees associated with plan review and/or permit processes.
- c. Demolition and/or modifications of existing fire pump and underground water tanks.
- d. Electrical or fire alarm work/devices.
- e. Fire sprinkler system technical submittal (see pricing below).
- f. Provisions for noise and odorous constrictions.
- g. Multi-phase construction schedule.

Voluntary/Alternate Pricing:

- A1. Add the sum of **\$1,300.00** to provide a Fire Sprinkler System Technical Submittal if deemed necessary by city and/or local officials.

Unless noted otherwise, our pricing is based upon VFPS performing services during normal business hours (i.e. 7:00 a.m. to 3:30 p.m. Monday through Friday).



VALLEY FIRE PROTECTION, LLC
555 S. KIRK RD, UNIT C
ST. CHARLES, IL 60174
630.761.3168
WWW.VALLEYFIRE.COM

The price set forth above was prepared on the basis of labor and material prices in existence as of the date set forth above and shall be in effect for a period of fifteen (15) days after such date. To the extent that any such prices are increased after such fifteen (15) day period, the price set forth above shall be adjusted accordingly to account for such price increases.

General:

Systems design, materials and installation will meet the requirements established in NFPA 13, current edition.

Our preliminary hydraulic calculations were based on a city water supply with minimum pressures and flow: Static pressure of 55psi; Residual pressure of 50psi; Flowing 1,900 GPM.

VFPS guarantees the work hereunder to be free of defects in workmanship for a period of one (1) year from the date the system is placed in service, subject to the terms and limitation set forth in the General Terms and Conditions attached hereto.

Owner shall provide a minimum of 40 F temperature throughout all areas of the building where wet pipe sprinkler systems are provided.

This proposal ([including the attached General Terms and Conditions](#)) when signed below as indicated shall constitute the full and binding agreement of the parties with respect to the subject matter hereof. To the extent Owner and VFPS enter into a subsequent agreement, such agreement shall be construed together with this proposal (including the attached General Terms and Conditions); provided, however, if there is any conflict between the terms of such subsequent agreement and the terms of this proposal (including the attached General Terms and Conditions), the terms of this proposal (including the attached General Terms and Conditions) shall in all instances prevail.

Please execute the enclosed copy of this letter on the line indicated below and return to my attention.

Sincerely,

VALLEY FIRE PROTECTION SYSTEMS, L.L.C.

A handwritten signature in black ink, appearing to read "Lupe Chavez".

Lupe Chavez
lchavez@valleyfire.com

Acceptance of Proposal:

Signature

Print Name

Title

Company

Date