



TRI-COM BOARD OF DIRECTORS SPECIAL MEETING
Special Meeting Agenda
Wednesday, August 19, 2020

Location: Virtual Meeting

Time: 8:00 AM

Call Meeting to Order: Roll Call

Old Business: None

New Business:

- 1) Acceptance of the Bids on the Perimeter Drainage and Generator Project
- 2) Resolution 2020-04: Approval of Budget Amendment
- 2) Motorola Change Order 4 Milestone Acceptance for Police and Fire Subscriber Codeplug Reconfiguration
- 3) Motorola Change Order 5 Date Change for Final Acceptance From July 24, 2020 to December 17, 2020
- 4) StarCom21 Memo of Understanding with the Fermilab Fire Department
- 5) Approval of Amendment 7 to the Intergovernmental Agreement

Public Comment:

Adjournment:

Next Regular Meeting: Wednesday, September 9, 2020 at 8:00 A.M.

To access the meeting via the internet:

Special Tri Com Board Meeting

Wed, Aug 19, 2020 8:00 AM - 9:00 AM (CDT)

Please join my meeting from your computer, tablet or smartphone.

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DOCUMENT 004100 BID FORM

TO: Tri-Com Central Dispatch
3823 Karl Madsen Drive
St. Charles, Illinois 60175

FROM: Reef Contractors Inc.

Operating as (strike out conditions that do not apply) (~~an Individual~~) (a Corporation, organized and existing under the law of the State of IL) (~~a Partnership~~) (~~a Joint Venture~~ consisting of the firm of:)

Reef Contractors Inc.

BASE BID PROPOSAL:

In response to your invitation to submit a proposal for the execution of all work described by the Drawings and Specifications dated July 14, 2020, titled: Tri-Com Central Dispatch Basement Seepage Remediation at 3823 Karl Madsen Drive; St. Charles, Illinois 60175, and having examined the site where the work is to be executed; and having become familiar with local conditions as they might in any way affect the cost and/or execution of the work; and having carefully examined the aforesaid drawings, specifications and other related documents and addenda thereto, the undersigned Bidder hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation, and other facilities as necessary and/or required for the complete and satisfactory execution of the work for which this proposal is submitted, for the lump-sum consideration as stated hereinafter:

Bidders must show bid amount in both words and figures. In case of discrepancy, amount shown in words shall govern.

BASE PROPOSAL:

Base Bid: Bidder agrees to perform all work described and shown on the drawings for the sum of:

Bid Five hundred, ninety two thousand Dollars \$ 592,000 =
(in figures)

**Bid Amount to include scheduled Contingency Allowance – See Section 012100 – Allowances

BID SECURITY:

Bid Security (10%) is attached, without endorsement, in the sum of

fifty nine thousand, and two hundred Dollars \$ 59,200 =

ADDENDA ACKNOWLEDGEMENT:

The undersigned acknowledges receipt of the following addenda:

(List by number and date appearing on each addenda. If all addenda are not acknowledged, the bid will be considered irregular).

ADDENDUM No.	Date
1	07/31/2020
2	07/31/2020
3	08/07/2020

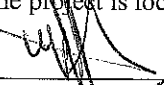
The undersigned agrees to complete all work required by the contract as follows:

Commence Work on:	< Within 7 days of execution of contract >
Substantial Completion Electrical, Drain Tile and Waterproofing Work:	< February 12, 2021 >
Substantial Completion Landscape Work:	< No later than April 30, 2021.>
Final Completion:	< May 30, 2021 >

GENERAL STATEMENT:

- A. The undersigned has checked all of the figures contained in this proposal and further understands that the Owner will not be responsible for any errors or omissions made therein by the undersigned
- B. The undersigned agrees to assist and cooperate with the Owner in preparing the formal Contract, and shall execute same and return it to the Owner along with surety bonds and insurance certificates, as may be required by the specifications and other Contract Documents, within 10 days following its receipt.
- C. The undersigned further agrees to begin work on said contract as soon as practicable after date of "Contract" or "Notice to Proceed," whichever is earlier; or, in any case the undersigned fails or neglects to appear within the specified time to execute the Contract, the undersigned will be considered as having abandoned it, and the Bid Security accompanying this proposal will be forfeited to Owner as liquidated damages for delay and loss caused to Owner by reason of such failure on the part of the undersigned.
- D. It is understood that the right is reserved by Owner to reject any or all proposals, to waive all informalities and irregularities in connection therewith, and to award a contract for any part of the work or the project as a whole. It is agreed that this proposal may not be withdrawn for a period of 60 days after it has been opened, without permission to the Owner.

- E. The undersigned declares that the person(s) signing this proposal is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all the conditions and provisions thereof.
- F. It is agreed that no person(s) or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the Contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.
- G. It is agreed that the undersigned has complied or will comply with all requirements concerning licensing and with all other local, state, and national laws, and that no legal requirements has been or will be violated in making or accepting this proposal, in awarding the Contract to him, or in the prosecution of the work required thereunder.
- H. It is agreed that the undersigned has complied or will comply with all requirements concerning Criminal Background Checks as stated in AIA Document A201 General Conditions and Security Awareness Training as contained in Section 006000 - Project Forms
- I. The Contractor certifies that the Contractor possesses the necessary licenses and is legally authorized to perform the Work where the project is located.

Reef Contractors Inc. 
Name of Contractor (Typed) Contractor's Signature

SUBCONTRACTOR LISTING: (By Bidders of General Construction category of work):

This proposal has been prepared using sub bids received from the firms listed below:

Classification of Work	Name of Sub-Bidder
Excavation	Stokes Excavating Inc.
Waterproofing	ULB-Dry Waterproofing
Plumbing	Stokes Excavating Inc.
Electrical	Vaca Electrical Inc.

BIDDER SIGNATURE:

Respectfully submitted this 11 day of August, 2020

Legal Name of Firm:

Reef Services of IL, LLC dba Reef Contractors Inc

By:


(Signature)

Mario Diaz / President

(Printed Name and Title)

CERTIFICATE OF ELIGIBILITY TO CONTRACT

Reef Contractors Inc. Contractor, Pursuant to section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended; that neither (he, she, it) nor any of (his, her, its) partners, officers or owners has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended; and that neither (he, she, it) nor any of (his, her, its) partners, officers or owners has ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois, or has made an admission of guilt of such conduct which is a matter of record.

Date: 8/11/2020

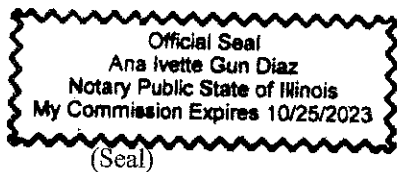
By: [Signature]
(Signature)

Mano Diaz / President
(Printed Name and Title)

SUBSCRIBED and SWORN TO before me

This 11th day of August, 2020.

[Signature]
NOTARY PUBLIC



PREVAILING WAGE AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that if awarded a contract with Tri-Com Central Dispatch, we will comply fully with the "Illinois Prevailing Wage Act (Ill. Rev. Stat., 1987 Ch. 48, Sections 398 s-1-12 as amended by Public Act 86-693 and 86-799 effected January 1, 1990).

The following affidavit must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

We, (Reef Contractors Inc.), as part of its bid for the (Tri-Com Central Dispatch) work for the (Seepage Remediation) in (Kane) County, Illinois certifies that we are not barred from bidding on the aforementioned contract as a result of a violation of Illinois Prevailing Wage Act (Ill. Ref. Stat., 1987 Ch. 48, Sections 398 s-1-12 as amended by Public Act 86-693 and 86-799 effected January 1, 1990).

Firm:

Reef Contractors Inc.

By:

[Signature]
(Signature)

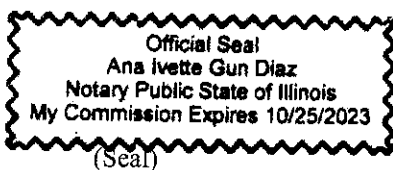
Mario Diaz / President

(Printed Name and Title)

SUBSCRIBED and SWORN TO before me

This 14th day of August, 2020.

[Signature]
NOTARY PUBLIC



CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

Reef Contractors Inc., having 25 or more employees, does hereby certify Pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Firm: Reef Contractors Inc.

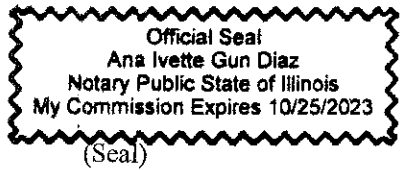
By: [Signature]
(Signature)

Mano Dier / President
(Printed Name and Title)

SUBSCRIBED and SWORN TO before me

This 11th day of August, 2020.

Ana Ivette Diaz
NOTARY PUBLIC



CERTIFICATE REGARDING SEXUAL HARASSMENT POLICY

Reef Contractors Inc., does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights commission; and (vii) protection against retaliation.

Firm: Reef Contractors Inc.

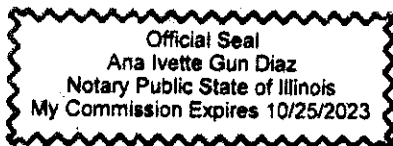
By: [Signature]
(Signature)

Mario Diaz / President
(Printed Name and Title)

SUBSCRIBED and SWORN TO before me

This 11th day of August, 2020.

[Signature]
NOTARY PUBLIC



(Seal)

CERTIFICATE REGARDING EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS

Reef Contractors Inc agrees, if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0/01 et. seq) as two consecutive months of unemployment exceeding 5%, then Reef Contractors agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm: Reef Contractors Inc.

By: [Signature]
(Signature)
Mark Draz / President
(Printed Name and Title)

SUBSCRIBED and SWORN TO before me

This 11th day of August, 2020.

[Signature]
NOTARY PUBLIC



(Seal)

CERTIFICATE REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Reef Contractors Inc, does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

Firm: Reef Contractors Inc

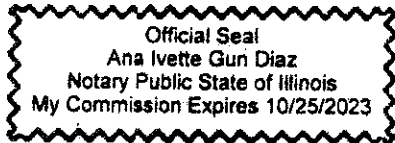
By: [Signature]
(Signature)

Mario Diaz / President
(Printed Name and Title)

SUBSCRIBED and SWORN TO before me

This 11th day of August, 2020.

[Signature]
NOTARY PUBLIC



(Seal)

NON-COLLUSION AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with bidder's bid proposal.

FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

Reef Contractors Inc, as part of its bid for the General Construction work for the Tri-Com Central Dispatch Basement Seepage Remediation certifies that said Contractor is not barred from bidding on the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: Reef Contractors Inc

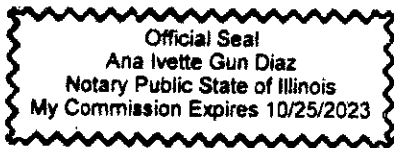
By: MD
(Signature)

Manio Diaz
(Printed Name and Title)

SUBSCRIBED and SWORN TO before me

This 11th day of August, 2020.

Ana Ivette Diaz
NOTARY PUBLIC



(Seal)

END OF BID FORM

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

REEF Services of Illinois DBA Reef Contractors
239 Carolina Street
Bolingbrook, IL 60490

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

Mailing Address for Notices

62 Maple Avenue
Keene, NH 03431

BOND AMOUNT: 10% of the total amount bid-----

PROJECT:

(Name, location or address, and Project number, if any)

Tri-Com Central Dispatch Basement Seepage Remediation

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this ~~18th~~ day of August, 2020

11th (M.O.)

REEF Services of Illinois DBA Reef Contractors

(Principal)

(Seal)

(Witness)

(Witness)

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

(Title)

Annette Albach Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202909-969898

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Annette Albach; Stephanie Shetler

all of the city of Schaumburg state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of January, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 14th day of January, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12, Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5, Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Liewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of August, 2020.



By: Renee C. Liewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Tri-Com Central Dispatch Basement Seepage Remediation

FGM ARCHITECTS

August 11, 2020
FGM #: 19-2962.01

Post Bid Project Budget

Item	Estimated Costs	Post Bid Cost	Remarks
CONSTRUCTION BUDGET			
New Exterior Generator	\$ 311,680		
Add Drain Tile to Generator Room	\$ 14,855		
Add Drain Tile to Exterior of Building	\$ 300,924		
TOTAL CONSTRUCTION COSTS	\$ 627,459	\$ 562,000	From Reef Contractors
Construction Contingency	\$ 63,489	\$ 30,000	\$30,000 (± 5%) included in Bid
TOTAL CONSTRUCTION BUDGET	\$ 690,948	\$ 592,000	Reef Contractors' Actual Bid Amount
Allowances for Items Fees and Soft Costs			
Architectural and Engineering Fees			
Design through Bidding Phases	\$ 101,000	\$ 56,840	Includes civil engineer grading plan
Construction Administration		\$ 30,000	Allowance Amount - to be performed on hourly basis
Survey and Soil Investigations	\$ 5,000	\$ 3,000	Included in FGM Fees
Material Testing During Construction	\$ 8,000	\$ 12,532	Allowance Amount by CGMT (direct contract w/ Tri-Com)
Printing / Shipping Costs	\$ 3,700	\$ 2,500	Allowance Amount
Permit and Inspection Fees	\$ -	\$ -	Assumed fees will be waived by City of St. Charles
Utility Company Charges (Electric, Gas, Telephone)	\$ -	\$ -	
Total Allowances for Fees and Soft Costs	\$ 117,700	104,872	
Owner's Contingency	\$ 15,000	15,000	
TOTAL PROJECT BUDGET	\$ 823,648	\$ 711,872	Recommended Project Budget
Notes:			
Estimated Costs are from Tri-Com Seepage Remediation Study Budgets dated March 26, 2020.			

Tri-Com Central Dispatch Basement Seepage Remediation

FGM ARCHITECTS

Post Bid Project Budget

August 11, 2020
FGM #: 19-2962.01

Item	Estimated Costs	Post Bid Cost	Remarks
Post Bid Costs are based on Reef Contractors' bid dated August 11, 2020 and contracted amounts to date.			
Allowances established are estimated and actual use will be dependent on Owner's directions.			
Project Budgets do not include legal fees or financing costs.			
S:\jobs\2020\20-2962.01\ADMIN\1.0 PM\1.08 Estimating\Tri-Com Budgets 2020-08.11.xls			

FGM ARCHITECTS

August 11, 2020

Joseph Schelstreet
Executive Director
Tri-Com Central Dispatch
3823 Karl Madsen Drive
St Charles, Illinois 60175
Email: JSchelstreet@tri-com911.org

Re: Tri-Com Central Dispatch Basement Seepage Remediation
FGM# 19-2962.01
Bid Recommendation

Dear Mr. Schelstreet:

Enclosed please find the Bid Tabulation for above referenced Project. Bids were received on August 11, 2020, and a total of five (5) Bids were received. We reviewed the project with the low bidder to verify they understood the scope and requirements of the project.

The low bidder is Reef Contractors Inc. located in Bolingbrook, Illinois, with a base bid of \$592,000.00. The Base bid includes \$30,000 allowance, to be used at the Owner's discretion. Unused allowance will be credited back to Tri-Com Central Dispatch at project's end.

We have reviewed the bid and scope of work with Reef Contractors Inc. and they indicated their Bid is complete and includes all work indicated in the Bidding Documents and that they can complete the work as scheduled. The bid package provided is in accordance with the requirements of the Bidding Documents, and the necessary requirements for Bonding and Insurance can be met. A copy of their bid is included herewith for record.

The construction budget estimate, including contingencies developed by FGM Architects, dated March 26, 2020 was between \$626,515 - \$690,948. The project is under budget; therefore, we recommend Tri-Com award the bid to Reef Contractors Inc. for their Bid of \$592,000.00

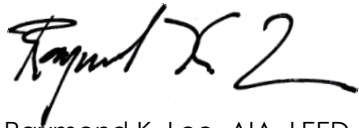
We are awaiting response from the permit review from the City of St. Charles. We anticipate the costs, if any, required to address permit comments would be accommodated for under the contingency allowance included in the project and will not affect the award of the project to Reef Contractors Inc. at this time.

FGM ARCHITECTS

Please let us know your decision at your earliest convenience. Upon your direction, FGM Architects will draft a construction contract for signatures, issue the Notice of Intent, request bonds and insurance, and notify the contractor to proceed with the project.

If you have any questions or comments, please don't hesitate to call me.

Sincerely,

A handwritten signature in black ink, appearing to read "Raymond K. Lee". The signature is fluid and cursive, with a large, stylized "2" at the end.

Raymond K. Lee, AIA, LEED AP
Principal-in-Charge
Phone: 630.574.8711
Email: rayl@fgmarchitects.com

Enclosures: Bid Tabulation Form, Reef Contactors Inc. Bid Form

RESOLUTION NO. 2020-004

**RESOLUTION AUTHORIZING BUDGETARY AMENDMENTS
FOR THE 2020-2021 BUDGET**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TRI-COM CENTRAL DISPATCH, AN INTERGOVERNMENTAL COOPERATION AGENCY OF THE CITIES OF ST. CHARLES, BATAVIA AND GENEVA, ILLINOIS, as follows:

SECTION 1: Be it resolved that the Board of Directors hereby authorizes the Executive Director to amend the budget to facilitate the completion of a capital project intended to remediate a ground water infiltration problem affecting the basement of the Tri-Com facility. Funds will be provided through a financing instrument and fund balance. The amendments to the budget are as follows:

Description	Current Budget	Increase (Decrease)	Amended Budget
236.85.86.95-810 Building Improvements	\$0	\$725,000	\$725,000
236.00-493.50 Other Financing Sources Loan	\$0	\$725,000	\$725,000

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with the law.

PASSED by the Board of Directors of Tri-Com Central Dispatch, this 19th day of August 2020.

AYES: NAYS: ABSENT: ABSTAINING: HOLDING OFFICE: 11

Chief Mike Antenore, Chairman

Attest:

Chief Dan Eul, Vice Chairman

Tri-Com Central Dispatch Change Order 4 Completion

Customer Name: Tri-Com Central Dispatch

Contract Number: The Communications System and Services Agreement between Motorola Solutions, Inc. and Tri-Com Central Dispatch dated September 25, 2018.

Contract Date: September 25, 2018

Project Name: STARCOM21 Conversion Project

Project Number: IL-14I123A

DESCRIPTION OF WORK COMPLETED:

This certificate signature indicates that the work to for Change Order 4 regarding Police and Fire subscriber codeplug reconfiguration for ID changes has been completed. Signature on this completion certificate confirms the work above has been reviewed and found to be complete as delivered in accordance with the contract.

Authorized Customer Signature

Authorized Motorola Signature

Print Name

Debra Brown
Print Name

Signature Date

Signature Date

Title

Project Manager
Title

Change Order No. 5
Date: August 3, 2020
Project Name: STARCOM21 Conversion Project
Customer Name: TRI-COM Central Dispatch
Customer Project Mgr: Joe Schelstreet

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

Extend expected completion date: December 17, 2020

Contract # The Communications System and Services Agreement between Motorola Solutions, Inc. and Tri-Com Central Dispatch dated September 25, 2018
Contract Date: September 25, 2018

In accordance with the terms and conditions of the contract identified above between TRI-COM Central Dispatch and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	\$3,830,383
Previous Change Order amounts for Change Order number []:	\$81,718
This Change Order:	\$0
New Contract Value:	\$3,912,101

Completion Date Adjustments

Original Completion Date:	August 31, 2019
Current Completion Date prior to this Change Order:	July 24, 2020
New Completion Date:	December 17, 2020

Changes in Equipment: <i>(additions, deletions or modifications)</i> Include attachments if needed
No change

Changes in Services: <i>(additions, deletions or modifications)</i> Include attachments if needed
No change

Schedule Changes: <i>(describe change or N/A)</i>
Extend expected completion date: December 17, 2020

Pricing Changes: <i>(describe change or N/A)</i>
No change

Customer Responsibilities: <i>(describe change or N/A)</i>
No change

Payment Schedule for this Change Order: <i>(describe new payment terms applicable to this change order)</i>
No change

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola Solutions,
Inc.**

Customer

By: _____

By: _____

Printed Name: Debra Brown

Printed Name: _____

Title: Project Manager

Title: _____

Date: _____

Date: _____

Reviewed by: Debra L Brown
Motorola Solutions Project Manager

Date: _____

TALKGROUP ACCESS AGREEMENT

This agreement is hereby made and entered into this ____ day of _____, 20__ by and between Tri Com Central Dispatch, an Illinois Intergovernmental Cooperation Agency of the Cities of St. Charles, Batavia and Geneva, Illinois (hereinafter referred to as "Agency") and Fermi Research Alliance, LLC (FRA), manager and operator of the Fermi National Accelerator Laboratory under Contract No. DE-AC02-07CH11359 with the United States Department of Energy, (hereinafter referred to as "Lab").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby mutually acknowledged, the parties hereto hereby agree as follows:

Grant of Access. Agency hereby authorizes the Lab and only those personnel members whose names the Lab provides to the Agency to access the following (hereinafter referred to collectively as "Talkgroups"):

FD Main, FD South, Batavia OPS North Aurora OPS, Main Ops and South OPS.

Scope of Use. Recognizing the need to control the use of these Talkgroups and in accordance with the State of Illinois Starcom21 policies and procedures, the Agency agrees to limit the use of the Talkgroups to Emergency Notifications (serious incidents, serious traffic crashes, and active fires), Coordination of Joint Operations and Mutual Aide Responses (Natural and Man-Made Disasters, Mass Casualty Incidents, Police, Fire, EMS, HAZMAT, Rescue Operations, and Training).

The Lab shall, at all times, ensure that its personnel utilize its access to Talkgroups in strict conformance with the provisions of this agreement, its application to the Agency, and such rules and policies as the Agency or its subordinate entities may from time to time establish. The Lab shall not permit its personnel to utilize the Lab access to Talkgroups in any manner that exceeds this scope of use or in violation of law.

Termination. The Lab may terminate its access to Talkgroups at any time by providing written notice to the Agency. The Agency may terminate the Labs access to Talkgroups at any time for any reason with or without written notice.

The Lab shall be liable for any damages incurred by Agency or its principals as a result of its errors, omissions or grossly negligent acts.

Duty to Contract for Access, Costs. The Lab shall contract with the applicable entity for access to the system on which the Talkgroup operates. The Lab shall be solely responsible for all costs associated with its access to the Talkgroup. The Lab shall be solely responsible for the acquisition of any equipment it requires to access Talkgroup.

Notices. All notices required to be given pursuant to this agreement shall be in writing and addressed to the parties at their respective addresses set forth below:

If to the Lab:
Charles Kuhn: Fire Chief
Fermi Lab Fire Department
P.O. Box 500
Batavia, Illinois 60510

If to the Agency:
Joe Schelstreet: Executive Director
Tri Com Central Dispatch
3823 Karl Madsen
St. Charles, IL 60175

Covenant Not to Sue. In consideration of the Agency's grant of access to Talkgroups, the Lab covenants and agrees that it shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the Agency, its Board of Directors, officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this agreement to the extent authorized by law and to the extent the action does not arise from grossly negligent or intentional acts of the Agency or of any vendor, contractor, or other entity providing services or products to State of Illinois Starcom21 in connection with the access to Talkgroups. In no event shall the Agency be liable to the Lab for monetary damages for any reason whatsoever.

Representations. The Lab represents that it has the authority to enter into this agreement and undertake the duties and obligations contemplated by this agreement and that it has taken or caused to be taken all necessary action to authorize the execution. Further, the Lab represents that the signatory of this agreement has the authority to bind the Lab to all obligations herein contained.

Survival. The Lab's obligations pursuant to the sections herein under the headings entitled "Covenant Not to Sue" shall survive the termination of this agreement.

Assignment. Neither the Lab nor any of its personnel may assign or transfer any rights afforded to it under this agreement to any third party for any purpose without the express written permission of the Agency. Notwithstanding the foregoing, the Lab may assign or transfer rights afforded under this agreement to the United States Department of Energy or to a successor manager and operator of the Fermi National Acceleratory Laboratory.

Venue. This agreement shall be subject to the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this agreement shall be in the Circuit Court of Kane County, Illinois.

Severability. The terms of this agreement shall be severable. In the event any of the terms or provisions of this agreement are deemed to be void or otherwise enforceable for any reason, the remainder of this agreement shall remain in full force and effect.

Tri-Com Central Dispatch:

Fermi Research Alliance, LLC:

By: _____

By: _____

Board Chairman

Name/Print: L. L. Collins, CPCM., C.P.M.

Attest:

Title: Acquisition Officer

Vice-Chair of the Board



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/10/2020

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Fermi Research Alliance, LLC Pine Street and Kirk Road Mail Station 213 Batavia IL 60510 USA	INSURER A: The Phoenix Insurance Company NAIC # 25623	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570083022907 **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6602P727556	01/01/2020	01/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

Certificate No : 570083022907

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Tri-Com Central Dispatch is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

Tri-Com Central Dispatch Attn: Joe Schelstreet, Executive Director 3823 Karl Madsen St. Charles IL 60175 USA	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
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**SEVENTH AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT
[TRICOM CENTRAL DISPATCH]**

City of St. Charles, City of Geneva, and City of Batavia, Illinois

THIS SEVENTH AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT (this “Amendment”), is made and entered into this ____ day of _____, 2020, by and between the CITY OF ST. CHARLES, DuPage and Kane Counties, Illinois (“St. Charles”), the CITY OF GENEVA, Kane County, Illinois (“Geneva”) and CITY OF BATAVIA, Kane and DuPage Counties, Illinois (“Batavia”). St. Charles, Geneva and Batavia sometimes hereafter referred to, collectively, as “Original/Legacy Members”.

WITNESSETH:

WHEREAS, St. Charles, Geneva and Batavia entered into an Intergovernmental Agreement relating to a cooperative arrangement to provide communications services for police, fire, ambulance and other emergency functions (the arrangement or agency commonly referred to as “TriCom Dispatch” or “TriCom”) within each municipality on June 7, 1976 (hereinafter referred to as “Agreement”); and

WHEREAS, the Agreement was subsequently amended 1979, 1985, 1986 , 2013 and 2015; and

WHEREAS, the Original/Legacy Members find that it is in their respective best interests to amend the Agreement, as heretofore amended; and

WHEREAS, the Original/Legacy Members are “units of local government” as defined by Article VII, Section 1, of the Constitution of the State of Illinois of 1970, and Geneva is “non-home rule unit(s)” and St. Charles and Batavia are “home rule unit(s)”, as defined by the Constitution of the State of Illinois of 1970; and,

WHEREAS, units of local government are enabled by Article VII, Section 10 of the Constitution of the State of Illinois of 1970 to enter into agreements among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and,

WHEREAS, the Original/Legacy Members desire to modify the Agreement, as amended, as to clarify the relationship between employees of Tri Com and the Original/Legacy Members; and

WHEREAS, governing bodies of St. Charles, Geneva and Batavia have authorized, by ordinance, the execution of this Amendment as an exercise of their intergovernmental cooperation authority under the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter contained, the adequacy and sufficiency of which the parties hereto stipulate St. Charles, Geneva and Batavia agree as follows:

Section 1. Adoption by Reference. The recitals of fact set forth above are incorporated by reference and adopted herein as if fully set out in this Section 1.

Section 2. Amendment to Paragraph 8 (Personnel) of the Agreement. The first two (2) sentences in Paragraph 8 (Personnel) of the Agreement are hereby deleted and the following provisions are substituted therefor:

“8. Personnel. Unless otherwise directed by the Board, employees selected to work for Tri Com shall be employed by Geneva. However, in the event any activities under this Agreement are provided by another Original/Legacy Member within that Original/Legacy Member’s corporate boundaries, the person(s) shall be an employee of that Member and not of Geneva. If the Original/Legacy Members, through Geneva, contract with a private entity to provide any of the services described in this Agreement, then the employees of such private entity shall not be considered employees of the Geneva or any of the other Original/Legacy Members for any purpose...”

Section 3. Binding Effect. This Agreement shall be binding upon and shall apply only to the legal relationship between St. Charles, Geneva and Batavia. Nothing herein shall be used or construed to affect, support, bind or invalidate any claims of any Original/Legacy Member insofar as such claims shall affect any entity, which is not a party to this Amendment or the Agreement, as modified.

Section 4. Amendment. No Original/Legacy Member shall directly or indirectly seek any modification of this Amendment or the Agreement, as amended, through court action and the Agreement,

as heretofore and herein amended, shall remain in full force and effect until amended or changed in writing by the mutual agreement of the Original/ Legacy Members.

Section 5. Partial Invalidity. If any provision of this Amendment shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Amendment, which can be given effect without the invalid provisions and to this end, the provisions of this Amendment are deemed to be separable.

Section 6. Notice and Service. Any notice hereunder from either municipality hereto to the other municipality shall be in writing and shall be served by registered or certified mail, postage prepaid, return receipt requested addressed as follows:

To St. Charles: City of St. Charles
 2 E. Main Street
 St. Charles, IL 60174
 Attn: City Administrator

To Geneva: City of Geneva
 22 South First Street
 Geneva IL 60134
 Attn: City Administrator

To Batavia: City of Batavia
 100 N. Island
 Batavia, IL 60510
 Attn: City Administrator

or to such persons or entities and at such address as either municipality may from time to time designate by notice to the other municipality. Notice shall be deemed received on the third business day following deposit in the U.S. Mail in accordance with this Section.

Section 7. Illinois Law. This Agreement shall be construed in accordance with the laws of the State of Illinois.

Section 8. Execution of Agreement, Recordation and Counterparts. Each municipality shall authorize the execution of this Agreement by an ordinance duly passed and approved. This Amendment may be executed by the parties in counterparts.

Section 9. Effective Date. The effective date (“Effective Date”) of this Amendment shall be date the last party executes the Amendment.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date set forth below.

CITY OF ST. CHARLES, an Illinois municipal corporation

By: _____
Mayor

ATTESTED on this ____ day of _____, 2020:

City Clerk

CITY OF GENEVA, an Illinois municipal corporation

By: _____
Mayor

ATTESTED on this ____ day of _____, 2020:

City Clerk

CITY OF BATAVIA, an Illinois
municipal corporation

By: _____
Mayor

ATTESTED on this ____ day of _____, 2020:

City Clerk