



TRI-COM BOARD OF DIRECTORS SPECIAL MEETING
Special Meeting Agenda
Tuesday, December 22, 2020

Location: Virtual Meeting – information at the end of the agenda
Time: 8:00 AM

Call Meeting to Order: Roll Call

Old Business: None

New Business: 1) Approval of Contract with FGM Architects for the 10th Street Tower Construction Project

2) Approval of Remote Microphone Exchange and Upgrade with Motorola

Public Comment:

Adjournment:

Next Regular Meeting: Wednesday, January 13, 2020 at 8:00 A.M.

To Access the December 22, 2020 Tri-Com Special Board Meeting:

<https://michaelkantenore.my.webex.com/michaelkantenore.my/j.php?MTID=md538de256690ad85ffb24f5b12609516>

Tuesday, Dec 22, 2020 8:00 am | 1 hour | (UTC-06:00) Central Time (US & Canada)

Meeting number: 126 460 5957

Password: SQpMJwj7z29 (77765957 from phones and video systems)

18a121a7ecd84a7e928be28ecf5863f7

Join by video system

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Access code: 126 460 5957



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Contract with FGM for Architectural Design Services for the 10 th Street Water Tower Site		
Presenter & Title:	Joe Schelstreet, Executive Director		
Date:	December 22, 2020		
<i>Please Check Appropriate Box:</i>			
<input type="checkbox"/>	Regular Meeting	x	Special Meeting _____
<input type="checkbox"/>	Other -		_____
Estimated Cost: Not to exceed \$53,300		Budgeted?	X YES NO
<i>If NO, please explain how the item will be funded: N/A</i>			
Executive Summary:			
A decision has been reached on the most effective way to improve the 10 th Street Water Tower Site in St. Charles and provide enhanced StarCom signal strength in downtown St. Charles. A technology room will be built inside of the tower instead of outside. The project will be paid for by \$250,000 in funds received from the Tri Com reserves at the ETSB. The \$53,000 is a “not to exceed” amount as several possible cost saving features are built in to the agreement. We have an excellent relationship with FGM and the Tri-Com financial policy allows for a direct contract arrangement with Board Approval.			
Voting Requirements:			
<i>This motion requires a simple majority vote.</i>			
Attachments: <i>(please list)</i>			
Proposed FGM contract and costs for 10 th Street Tower Design			
Recommendation / Suggested Action: <i>(briefly explain)</i>			
Staff requests approval of a motion waiving the requirements of the Local Government Professional Services Selection Act and approving the proposed architectural design services contract with FGM for the 10 th Street Water Tower based upon an established successful relationship and previous services provided.			

DRAFT AIA® Document B104™ - 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « December » in the year « 2020 »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

« Tri-Com Central Dispatch, an Intergovernmental Agency of the Cities of St. Charles,
Batavia and Geneva, Illinois »
« 3823 Karl Madsen Drive »
« St Charles, Illinois 60175 »
« »

and the Architect:
(Name, legal status, address and other information)

« FGM Architects, Inc., a Delaware corporation registered in the State of Illinois as a
foreign corporation »
« 1211 West 22nd Street, Suite 700 »
« Oak Brook, IL 60523 »
« »

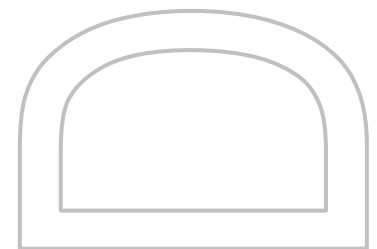
for the following Project:
(Name, location and detailed description)

« Tri-Com Central Dispatch 10th Street Water Tower Equipment Room »
« 195 10th Street »
« St. Charles, Illinois »
« FGM Architects Project No. 21-3067.01 »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

« Tri-Com Central Dispatch would like to build a communications equipment room within the base of the 10th Street Water Tower located at 195 10th Street, St. Charles, Illinois as described in the proposal by FGM Architects dated December 2, 2020.

The scope of work is as follows:

1. A new equipment room is to be constructed inside the water tower
2. There is an existing room that will need to be demolished to allow for the new equipment room.
3. The room will contain (6) computer racks of equipment along with some miscellaneous electrical panels.
4. The equipment room is to be climate controlled for both temperature and humidity.
5. The equipment room will need to be insulated and roofed to protect it from condensation from the water tower.
6. The equipment room will need to be designed with Motorola R56 compliant grounding/bonding system.
7. The equipment room will not require full redundancy for electrical and HVAC.
8. Motorola will be providing UPS and power conversion systems as required.
9. There is an existing natural gas generator that will need to be replaced with one with enough capacity for the new equipment.
10. Within the water tower, there is a large pipe that goes deep into a concrete pit. The pit is pumped out by the City when water levels due to condensation get high, a few times a year. A sump pump system is to be installed in the pit.

The construction budget will be determined during the course of the project

FGM Architects has included the services of W-T Engineering for mechanical, electrical and plumbing engineering services.»

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The scope of Architect's responsibilities and duties are set forth in its proposal dated December 2, 2020 which is incorporated herein and attached hereto at Exhibit "A"; in the event of any conflict between the proposal and this Agreement, the provisions of this Agreement shall prevail.

§ 2.1.1 Architect is licensed by and through the State of Illinois as architects and a design firm.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 Commercial General Liability with policy limits of not less than « One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage
- .2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- .3 Workers' Compensation at statutory limits.
- .4 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000.00) each accident, Five Hundred Thousand Dollars (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars (\$ 500,000.00) policy limit.

- .5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Three Million Dollars (\$ 3,000,000.00) in the aggregate.

§ 2.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.4 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5 Prior to the commencement of Architect's professional services, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.2.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary mechanical, and electrical engineering services as well as any and all listed services at Exhibit "A". The services listed in Paragraph 2 of Exhibit "A" are incorporated into and made a part of this Article 3. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect confirm with the Owner the Owner's requirements, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the

construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.3.5 The Architect shall prepare for and attend public presentations and/or meetings of the Owner.

§ 3.3.6 The Architect shall evaluate the qualifications of bidders or persons providing proposals.

§ 3.3.7 The Architect shall prepare design and documentation for reasonable alternate bid requests.

§ 3.3.8 The Architect, following the bid award, shall provide clarifications or explanation of construction documents prepared by Architect to Owner and governmental agencies.

§ 3.4 Construction Phase Services – WORK IDENTIFIED IN SECTION 3.4 IS NOT INCLUDED IN BASIC SERVICES AND WILL BE PROVIDED AT HOURLY BASIS AS REQUESTED BY OWNER IN WRITING.

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, and except for the provisions at Sec. 3.3.5 above, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the

Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include site evaluation and planning, environmental studies, civil engineering, landscape design, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation, value analysis, interior architectural design, preparation of record drawings, commissioning, sustainable project services, fast track design services, and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

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§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services << zero >> (<< 0 >>) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within << ten >> (<< 10 >>) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Without limitation of any time period, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce any portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project or any future modifications or use of the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

[] Litigation in a court of competent jurisdiction

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

« Design and Construction Documents – Lump Sum Fee: \$32,400.00 »

- .2 Other
(Describe the method of compensation)

« Bidding and Construction Administration Services will be provided at an hourly rate as requested by the Owner »

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

« At an hourly rate of lump sum fee as approved by the Owner »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent (« »%), or as follows:

« At a lump sum fee as approved by the Owner »

§ 11.5 Where compensation for Basic Services is based on a stipulated sum, the compensation for each phase of services shall be as follows:

Design Phase	« Forty »	percent (« 40 »	%)
Construction Documents Phase	« Sixty »	percent (« 60 »	%)
Construction Phase	« »	percent (« 0 »	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

« Per hourly rate schedule which is attached hereto and incorporated herein as Exhibit A »

Employee or Category

Rate

§ 11.7 Compensation for Reimbursable Expenses

§ 11.7.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;

- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.7.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « ten » percent (« 10 » %) of the expenses incurred.

§ 11.8 Payments to the Architect

§ 11.8.1 Initial Payment

An initial payment of « zero » (\$ « 0 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

« In accordance with the Illinois Local Government Prompt Payment Act »

§ 11.8.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect

- .2 Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

« Exhibit A – FGM Proposal dated December 2, 2020 »

This Agreement entered into as of the day and year first written above.

TRI-COM CENTRAL DISPATCH
An Intergovernmental Agency

FGM ARCHITECTS, INC.

OWNER (Signature)

_____, *Chairman of the Board of
Directors*

« »

(Printed name and title)

ARCHITECT (Signature)

« Raymond Lee, AIA »

« Vice President »

(Printed name, title, and license number, if required)

ARCHITECT (Signature)

« Andrew Jasek, AIA »

« Executive Vice President »

(Printed name, title, and license number, if required)

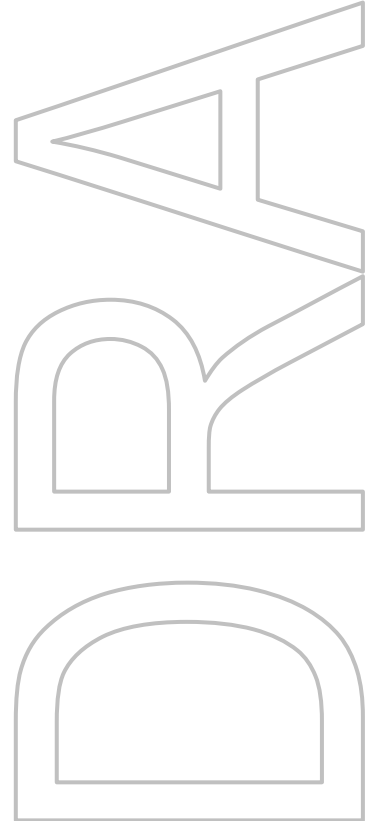


EXHIBIT A

FGMA^{ARCHITECTS}

Proposal for

Architectural Services

For

Tri-Com Central Dispatch 10th Street Water Tower Equipment Room
St. Charles, Illinois

Submitted to:

TRI-COM CENTRAL DISPATCH
3823 Karl Madsen Drive
St. Charles, Illinois 60175

By:

FGM ARCHITECTS INC.
1211 West 22nd Street, Suite 700
Oak Brook, IL 60523

December 2, 2020

1.0 SCOPE OF PROJECT

Tri-Com Central Dispatch would like to build a communications equipment room within the base of the 10th Street Water Tower located at 195 10th Street, St. Charles, Illinois.

The scope of work is as follows:

- 1.0.1 A new equipment room is to be constructed inside the water tower.
 - .1 There is an existing room that will need to be demolished to allow for the new equipment room.
 - .2 The room will contain (6) computer racks of equipment along with some miscellaneous electrical panels.
 - .2 The equipment room is to be climate controlled for both temperature and humidity.
 - .3 The equipment room will need to be insulated and roofed to protect it from condensation from the water tower.
 - .4 The equipment room will need to be designed with Motorola R56 compliant grounding/bonding system.
 - .5 The equipment room will not require full redundancy for electrical and HVAC.
 - .6 Motorola will be providing UPS and power conversion systems as required.
- 1.0.2 There is an existing natural gas generator that will need to be replaced with one with enough capacity for the new equipment.
- 1.0.3. Within the water tower, there is a large pipe that goes deep into a concrete pit. The pit is pumped out by the City when water levels due to condensation get high, a few times a year. A sump pump system is to be installed in the pit.

2.0 SCOPE OF ARCHITECT'S SERVICES

FGM Architects Inc., hereinafter referred to as FGMA or Architect, shall provide the following Architectural Services for the Project:

- 2.1 Design and Construction Document Services (Note: Due to the project size, these phases have been blended together).
 - 2.1.1 Design Services
 - .1 FGMA has been provided information from the City of St. Charles and Motorola for the project. This information will be utilized to generate the design of the equipment room.
 - .2 FGMA will field verify the dimensions of the water tower base and locations of equipment to be relocated.
 - .3 FGMA shall prepare Design Documents consisting of drawings and other documents to establish and describe the size and character of the Scope of Work.
 - .4 Design Documents will be reviewed with the Owner and adjusted as required.
 - 2.1.2 Construction Document Services

- .1 Upon approval of the Design Phase, FGMA shall prepare Construction Documents for the Project. The Construction Documents shall consist of drawings as required to secure a building permit. Specification notes will be included on the drawings.
- .2 FGMA has included HVAC, electrical, and plumbing engineering services as part of our scope of services. We understand that the room will not be protected with a fire protection system and will only have a fire / smoke alarm.
- .3 FGM shall assist the Owner in filing the construction documents for permit approval from the City of St. Charles.

2.1.3 Services that are not included in our proposed include the following items:

- .1 Any bidding or construction administration services. These services will be provided at an hourly rate as directed by the Owner.
- .2 Civil Engineering Services. FGM has not included civil engineering services in our base scope of services as we do not believe this will be necessary. The only site work that is included in the project is a concrete equipment pad for the new generator.
- .3 Environmental Studies
- .4 Hazardous Material Remediation (asbestos, lead, etc.)
- .5 Geotechnical Testing Services during construction
- .6 Planning and Zoning Meetings

2.3 Consultants: FGMA has included mechanical, electrical, and plumbing engineering provided by W-T Engineering in our scope of work.

3.0 ARCHITECT'S COMPENSATION

Tri-Com Central Dispatch shall compensate FGM Architects for professional Architectural services rendered in connection with the Project under this Proposal as follows:

3.1 For all professional services in connection with Architectural and Engineering Design Services, Bidding and Negotiation Services and Contract Administration Services as described in Paragraph 2.0 above, we propose the following fee:

Design and Construction Documents – Lump Sum Fee \$32,400.00

3.2 Services to be provided at hourly basis as directed by Owner

3.2.1 Bidding Services - Recommended Budget \$7,500.00

Services included in recommended budget:

- .1 Issuance or drawings
- .2 Conduct a pre-bid meeting
- .3 Answering bidders’ questions and issuing addenda
- .4 Attendance at bid opening
- .5 Bid review and contractor reference checks

- .6 Bid recommendation
- .7 Owner-Contractor contract development

3.2.2 Construction Administration - Recommended Budget \$13,400.00

Services included in recommended budget:

- .1 Pre-Construction Meeting
- .2 Submittal and Shop Drawing Review
- .3 Answering Requests for Information / Questions
- .4 Site Visits and Owner-Architect-Contractor Meetings (up to 4)
- .5 Payout Review and Certification
- .6 Punch List
- .7 Punch List Follow Up

3.3 Reimbursable Expenses

In addition to the compensation above, FGM shall be reimbursed for additional expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) times Architect's actual direct cost of same, for the below items. We recommend establishing a Reimbursable Allowance of \$1,500, which FGM shall not exceed without prior written approval of Tri-Com. Reimbursable Allowance includes costs for items below.

- 3.3.1 Expense of postage and/or delivery.
- 3.3.2 Travel and living expenses in connection with Architect's out-of-town travel (if required) as authorized by the Owner.
- 3.3.3 Expenses of any specialty consultants with Owner's prior approval.
- 3.3.4 Expense of Contract Document printing for permit submittal.
- 3.3.5 Any fees paid by FGM to authorities having jurisdiction over the project with Owner's prior approval.
- 3.3.6 Expense of Contract Document printing for bidding and construction purposes.

Local travel (travel less than 100 miles), phone, fax, and printing of review sets shall not be charged as a Reimbursable Expense.

- 3.4 If specialty consultants are required, FGM shall be reimbursed for consultant expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) times Architect's actual direct cost of same.
- 3.5 Payments shall be made by the Owner to FGM upon receipt of FGM's invoice in accordance with the Local Government Prompt Payment Act.
- 3.6 Non-payment of invoices shall constitute grounds for discontinuing service.
- 3.7 The terms of this Proposal are based upon services commencing within 30 days and all services

being completed within 10 months thereafter.

4.0 Form of Agreement

Upon review and approval of this proposal, FGM and the Tri-Com Central Dispatch shall enter into a Contract using AIA Form of Agreement or similar as mutually acceptable, for the services outlined in this proposal. Due to the limited scope of work for this project, we suggest using AIA Document B104 Standard Abbreviated Form of Agreement Between Owner and Architect.

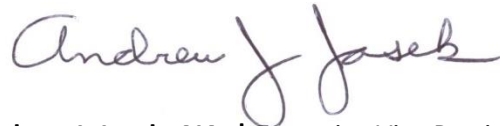
We appreciate this opportunity to be of service to Tri-Com Central Dispatch for this Project.

Sincerely,

FGM ARCHITECTS INC.



Raymond K. Lee, AIA | Principal in Charge
rayl@fgmarchitects.com



Andrew J. Jasek, AIA, | Executive Vice President
andyj@fgmarchitects.com

HOURLY RATE SCHEDULE**Effective November 1, 2020***

Where the fee arrangements are to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

FGM Architects

Principal (Board of Directors)	\$250.00
Arch IV	\$195.00
Arch III	\$150.00
Arch II	\$120.00
Arch I	\$90.00
Intern	\$65.00
Interior Designer IV	\$185.00
Interior Designer III	\$145.00
Interior Designer II	\$120.00
Interior Designer I	\$85.00
Landscape Architect	\$160.00
Project Administrator III	\$110.00
Project Administrator II	\$85.00
Project Administrator I	\$75.00

W-T Mechanical / Electrical Engineering, LLC

President	\$175.00
Project Manager	\$150.00
Project Engineer	\$135.00
CAD Technician	\$100.00
Administrative	\$60.00

*Hourly rates are subject to adjustment on November 1 each year.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Motorola Remote Microphone Exchange and Upgrade		
Presenter & Title:	Joe Schelstreet, Executive Director		
Date:	December 22, 2020		
<i>Please Check Appropriate Box:</i>			
<input type="checkbox"/>	Regular Meeting	x	<input type="checkbox"/> Special Meeting
<input type="checkbox"/>	Other -		
Estimated Cost: Not to exceed \$26,000		Budgeted?	X YES NO
<i>If NO, please explain how the item will be funded: N/A</i>			
Executive Summary:			
<p>The Fire agencies have agreed that exchanging the current XE RSM remote microphones for the XE500 Extreme Remote Microphone with the channel selector will drastically improve the audio issues being experienced currently. The addition of the channel selector switch will also improve safety. Motorola has agreed to exchange the mic's model for model at no cost and to offer the unit with the channel selector at \$100.40/each. This project will be paid for by utilizing remaining ETSB funds, received in 2018, from the Tri Com reserves at the ETSB.</p>			
Voting Requirements:			
<i>This motion requires a simple majority vote.</i>			
Attachments: <i>(please list)</i>			
Motorola Quote			
Recommendation / Suggested Action: <i>(briefly explain)</i>			
Staff requests approval of the proposed Remote Microphone Exchange and Upgrade with Motorola.			



MOTOROLA

Sales Quotation: Tri-Com XE-500 RSM Upgrade
Account Manager: John Plavsic
Prepared By: John Plavsic

Date: 12-15-2020
Quote #: Tri-Com XE-500 w/ Channel Knob

PREPARED FOR: Joe Schelstreet
COMPANY: Tri-Com Central Dispatch
PHONE: 630-584-8169
EMAIL: JSchelstreet@tri-com911.org

NOTES Quote Valid until 12.31.2020

QTY	Model	Description - XE-500 RSM	Unit Discounted Price
1	PMMN4106	XE500 High Impact Green, Channel Knob, Xtreme Temperature Cable	\$100.40



MOTOROLA

- PO Issued to Motorola Solutions Inc. must:
- *Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead.
 - *Note: Purchase Requisitions cannot be accepted
 - *Have a PO Number/Contract Number & Date
 - *Identify "Motorola Solutions Inc." as the Vendor
 - *Have Payment Terms or Contract Number
 - *Be Issued to the Legal Entity's Name
 - *Include a Bill-To Address with a Contact Name and Phone Number
 - *Include a Ship-To Address with a Contact Name and Phone Number
 - *Include an Ultimate Address (only if different than the Ship-To)
 - *Be Greater than or Equal to the Value of the Order
 - *Be in a Non-Editable Format
 - *Identify Tax Exemption Status (where applicable)
 - *Include a Signature (as Required)

This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal. If you wish to purchase the quoted products, Motorola will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Quotes are inclusive of all installation and programming charges (unless expressly stated) and all applicable taxes. Purchaser will be responsible for shipping costs, which will be added to the invoice. Prices quoted are valid until 12/31/2020. Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.