

070147

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda
BIDS AND PROPOSALS

To: President and Village Board of Trustees
From: William T. Lichter, Village Manager
Date: March 7, 2007
Title: FULTON SIREN SYSTEM UPGRADE

SUBMITTED BY: George E. Seagraves, Fire Chief


RESULTS:

Date Bids Were Published: N/A.....Date Bidding Closed: N/A
Total Number of Bids Received: N/A
Total Number of Bidders Meeting SpecificationsN/A
Bid Security RequiredYes
Performance Bond RequiredYes
Were Any Bids WithdrawnYes
Explanation.....
Waiver of Bids Requested?X Yes
If yes, explain: **Sole Vendor**
Award Recommended to Lowest Responsible BidderYes
If no, explain: N/A

FISCAL IMPACT:

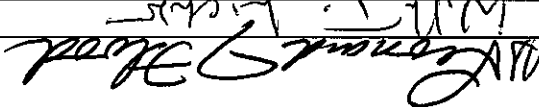
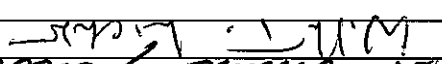
\$58,100.00

BACKGROUND/RECOMMENDATION:

Upgrade the receiver with monitoring capabilities in our outdoor warning sirens. Sole vendor. Recommend award of contract to Fulton Contracting Company of Roselle, Illinois, in the amount of \$58,100.00.

Has Recommended Bidder Worked for Village Previously ☒ Yes ☐ No
If yes, was quality of work acceptable ☒ Yes ☐ No
Was item bid in accordance with Public Act 85-1295? ☒ Yes ☐ No
Waiver of bids - Public Act 85-1295 does not apply ☒ Yes ☐ No

REVIEW (as needed):

Finance Director XX  Date 03/02/07
Village Manager XX  Date 03/07/07

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 Noon, Wednesday, prior to the Board Agenda distribution.



March 7, 2007

TO : William T. Lichter, Village Manager

FROM : George E. Seagraves, Fire Chief


RE : FULTON DTMF SIREN TELEMETRY CONTROLLER

Currently the sirens in Lombard are activated with a simple coded radio signal. The radio frequency is the Elmhurst Public Works frequency. The current system has many deficiencies creating an unreliable activation system. The old technology is prone to false signals and down times.

Many of the area communities are switching to a new technology that removes us from the Elmhurst Public Works frequency, has a more sophisticated coding system and handshake monitoring. One of the communities that have switched is Elmhurst. Our system would have been the last one on the Elmhurst PW frequency. This frequency may be eliminated in the near future as DuPage County moves toward a trunk radio system.

A significant improvement of this system is its ability to daily test the sirens (electronics no activation) and have them growled weekly (activation at a short low level).

We will receive a fax report each Monday of the test results. If activated by us we will know if the siren activated.

DuComm has installed a Fulton Controller and no additional equipment is needed by them. We will need to install a controller at our ECC so that we can activate the sirens.

There is no cost to monitor the system the first year. After the first year there is a \$460 total annual fee.

The sirens in Villa Park that are included in our system will be upgraded at the same time. They wish to pay their share after their 2008 Fiscal Year begins. We have an intergovernmental agreement with Villa Park for the maintenance of the sirens.



FULTON SYSTEM COSTS

Siren Number	Location	Lombard Costs	Villa Park Costs
1	Fire Station Two	\$4,150	0
2	Glenbard East HS	0	0
3	Pleasant Lane School	\$4,150	0
4	Yorktown Lift Station	\$4,150	0
5	Finley Rd Indust. Park	\$4,150	0
6	Madison School	\$4,150	0
7	Westmore School	\$4,150	0
8	NICOR Facility	\$4,150	0
9	North Ave Water Tr	\$4,150	0
10	Churchill Woods	\$4,150	0
11	Villa Park Fire Station	0	\$4,150
12	Lutkin Pool	\$2,075	\$2,075
13	Community Rec Cntr	0	\$4,150
14	Jefferson Pool	\$1,660	\$2,490
15	16 th and Meyers Road	\$4,150	0
	Controller for ECC	\$6,200	
	Totals	\$45,235	\$12,865

*The Glenbard East Siren will not be updated at this time. It is to be replaced next FY and the new siren will have the Fulton System installed.

Lastly, the siren in Butterfield which is the oldest of all of the sirens is owned by the Butterfield Homeowners Association. They have been informed of this change and we have recommended that they not change at this time as we search for a better option than currently exists. Their siren will activate as it does now but not only should this siren be upgraded to the Fulton System it should be replaced.

I recommend an award to purchase from Fulton Contracting Company of Roselle, Illinois, a complete Fulton System 400 Telemetry System in an amount of \$58,100. Fulton Contracting Company is a sole vendor source for the Fulton Technologies System 4000 Telemetry controllers. A waiving of bids is required.

GES:lh

attachment

Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the 6TH

day of March

in the year of 2007
(In words, indicate day, month and year)

BETWEEN the Owner:

(Name, address and other information)

Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148

Attn: Chief George Seagreaves

and the Contractor:

(Name, address and other information)

Fulton Contracting Co.
160 N. Garden Avenue
Roselle, IL 60172

The Project is:

(Name and location)

Installation of Fulton Technologies
System 4000 Telemetry Controllers

The Architect is:

(Name, address and other information)

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than _____ days from the date of commencement, or as follows:
JULY 2007
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Sixty-Four Thousand and Three Hundred and 00/100 Dollars (\$ 64,300.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

§ 4.3 Unit prices, if any, are as follows:

System 4000 Telemetry Controllers - \$4,150.00/siren
System 4000 Local Controller - \$6,200.00/each

ARTICLE 5 PAYMENTS § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First (1st) day of a month, the Owner shall make payment to the Contractor not later than the First (1st) day of the Next month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Z_{ero} percent (0 %) of the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;

2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (0 %);

3. Subtract the aggregate of previous payments made by the Owner; and

4. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

1. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and

2. a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Final payment to be made 30 days after completion of work

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from time to time at the place where the Project is located, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 The Owner's representative is:

(Name, address and other information)

Chief George Seagreav
255 E. Wilson Avenue
Lombard, IL 60148

§ 7.4 The Contractor's representative is:

(Name, address and other information)

Frank J. Kehoe
160 N. Garden Ave.
Roselle, IL 60172

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions:

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated and are as follows

Document	Title	Pages
	Letter to Brian Stuart, Village of Lombard	
	Dated January 26, 2007 - Attachment "A"	

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:

Section	Title	Pages
	(Either list the Specifications here or refer to an exhibit attached to this Agreement.)	

§ 8.1.5 The Drawings are as follows, and are dated

Number	Title	Date
	(Either list the Drawings here or refer to an exhibit attached to this Agreement.)	

unless a different date is shown below:

§ 8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

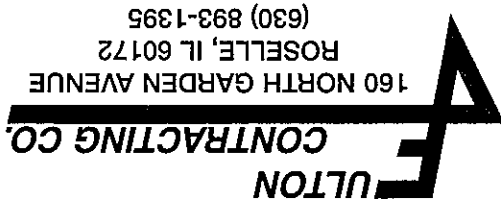
OWNER (Signature)

CONTRACTOR (Signature)

Frank J. Kehoe, Vice President
(Printed name and title)

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



January 26, 2007

E-mailed: stuartb@lombard.com

ATTACHMENT A

Brian Stuart
Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148

Dear Mr. Stuart:

Thank you for the opportunity to provide a quotation for replacing your DTMF siren controllers with Fulton Technologies System 4000 telemetry controllers.

The System 4000 telemetry system is a two-way supervised monitored and control system. Your sirens will be tested daily for proper operation and groomed weekly to ensure the motors are functioning properly. You will receive a fax every Monday and after the monthly test showing the status of your siren system.

Cost for the upgrade, which includes radios, remote terminal units, sensors, dedicated siren frequency, completely installed and tested would be \$4,150.00 per unit or \$62,250.00 for all 15 sirens. Activation of the siren system could be arranged with DuComm since they are currently providing dispatch services for Lombard.

If the Village would prefer to do their own activation, Fulton Contracting would provide you with a System 4000 Local Controller in your facilities for \$6,200.00.

Monitoring of the system would be at no cost for the first year and \$460.00 annually thereafter.

Please call and schedule a time to come to our facility in Roselle for a complete demonstration of the System 4000 Telemetry System.

Should you have any questions or require further information, please contact me.

Sincerely,

Frank J. Kehoe

Vice President

FJK/gmk