



Kane County

KC Administration Committee

Agenda

Government Center
719 S. Batavia Ave., Bldg. A
Geneva, IL 60134

KIOUS, Juby, Berman, Davoust, Ford, Gumz, Young, ex-officios Pierog (County Chair) and Tepe (County Vice Chair)

Wednesday, March 13, 2024

10:30 AM

County Board Room

1. **Call To Order**
2. **Roll Call**
3. **Remote Attendance Requests**
4. **Approval of Minutes: February 14, 2024**
5. **Finance Report**
 - A. Monthly Finance Reports (attached)
6. **Public Comment (Agenda Items)**
7. **Facilities Master Plan Update (Jason Dwyer, Wight & Co.)**
8. **Executive Director's Report (R. Fahnestock)**
9. **Building Management (H. Thompson)**
 - A. **Resolution:** Authorizing Number of Procurement Cards Issued to the Building Management Department and Each of their Transaction Limits
 - B. **Resolution:** Authorizing Expenditure of Funds for Commercial Floor Coverings and Related Services with Mohawk Industries Through OMNIA Partners (Contract #2020002149)
 - C. **Resolution:** Authorizing an Amendment to the Agreement With Healy, Bender, Patton and Been, and RC Wegman for the Construction of an Accessible Ramp at the Kane County Sheriff's Office (RFQ# 42-020)
 - D. **Resolution:** Authorizing Updated Capital Projects from the Capital Fund
 - E. **Resolution:** Authorizing Service Agreement with Facilities Survey, LLC. (FSI) for the Building Management Department's Work Order Software
10. **Information Technology (C. Lasky)**
 - A. **Resolution:** Authorizing Number of Procurement Cards Issued to the Information Technologies Department and Each of their Transaction Limits

- B. Resolution:** Authorizing a Contract Extension with Netceed and Heartland Business Systems for Cisco Hardware, Software, Services, and Smartnet (RFP# 34-020)
- C. Resolution:** Authorizing the Expenditure of Funds with Zoom Video Communications Inc. for Zoom Web Conferencing Services for the Kane County Information Technologies Department

11. Mill Creek SSA (R. Fahnestock)

- A. Resolution:** Authorizing a Contract with Langton Group for the Mill Creek SSA Landscape Maintenance Services Program (Tree Related Services) (BID#24-025-TK)
- B. Resolution:** Authorizing a Contract with Everlast Blacktop, Inc. for the North Sidewalk Improvement Project for the Mill Creek SSA (Bid#24-024-KK)

12. Vehicles

- A. Resolution:** Authorizing the Purchase of Three Vehicles for the State's Attorney's Office
- B. Resolution:** Authorizing the Purchase of an Armored Vehicle for the Sheriff's Office
- C. Resolution:** Approving Purchase of Three (3) 2025 Tandem Axle Truck Cab and Chassis for the Kane County Division of Transportation

13. New Business

- A.** Geneva Chamber Events 2024
- B.** Autumn Fest Photo Op Event

14. Old Business

15. Reports Placed On File

16. Executive Session (if needed)

17. Public Comment (Non-Agenda Items)

18. Adjournment



Administration Accounts Payable by GL Distribution

Payment Date Range 02/01/24 - 02/29/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 001 - General Fund											
Department 060 - Information Technologies											
Sub-Department 060 - Information Technologies											
Account 50150 - Contractual/Consulting Services											
12891 - Special Project Staffing dba The Salem Group	4323561	Contractual Employee	Paid by EFT # 86005		01/18/2024	01/25/2024	01/25/2024		02/13/2024	613.31	
2480 - Iron Mountain Information Management, LLC	JDNW748	INV#JDNW748 Shred Services for HR Containers	Paid by EFT # 85913		01/31/2024	01/31/2024	01/30/2024		02/13/2024	261.51	
2480 - Iron Mountain Information Management, LLC	202829495	INV#202829495 Multi-Media Bin Transportation	Paid by EFT # 86185		01/31/2024	02/09/2024	02/09/2024		02/26/2024	1,188.23	
									Account 50150 - Contractual/Consulting Services Totals	Invoice Transactions 3	<u>\$2,063.05</u>
Account 52150 - Repairs and Maint- Comm Equip											
12729 - Telcom Innovations Group LLC	A60581	Labor Charge	Paid by EFT # 86020		01/30/2024	01/30/2024	01/30/2024		02/13/2024	145.00	
4526 - Fifth Third Bank	0689-JZ-01/24	Zakosek MasterCard 01/05/2024-02/05/2024	Paid by EFT # 86146		02/05/2024	02/05/2024	02/05/2024		02/26/2024	1,710.93	
									Account 52150 - Repairs and Maint- Comm Equip Totals	Invoice Transactions 2	<u>\$1,855.93</u>
Account 52230 - Repairs and Maint- Vehicles											
4526 - Fifth Third Bank	0689-JZ-01/24	Zakosek MasterCard 01/05/2024-02/05/2024	Paid by EFT # 86146		02/05/2024	02/05/2024	02/05/2024		02/26/2024	28.82	
									Account 52230 - Repairs and Maint- Vehicles Totals	Invoice Transactions 1	<u>\$28.82</u>
Account 53100 - Conferences and Meetings											
4526 - Fifth Third Bank	0758-CL-01/24	Lasky MasterCard 01/05/2024-02/05/2024	Paid by EFT # 86146		02/05/2024	02/05/2024	02/05/2024		02/26/2024	761.92	
									Account 53100 - Conferences and Meetings Totals	Invoice Transactions 1	<u>\$761.92</u>
Account 53110 - Employee Training											
4526 - Fifth Third Bank	0689-JZ-01/24	Zakosek MasterCard 01/05/2024-02/05/2024	Paid by EFT # 86146		02/05/2024	02/05/2024	02/05/2024		02/26/2024	175.00	
									Account 53110 - Employee Training Totals	Invoice Transactions 1	<u>\$175.00</u>
Account 60000 - Office Supplies											
3509 - DS Services of America, Inc. dba Primo Water NA	23838980 012024	Water Services - IT	Paid by EFT # 86128		01/20/2024	02/09/2024	02/09/2024		02/26/2024	88.30	
4526 - Fifth Third Bank	0689-JZ-01/24	Zakosek MasterCard 01/05/2024-02/05/2024	Paid by EFT # 86146		02/05/2024	02/05/2024	02/05/2024		02/26/2024	3,218.44	
4526 - Fifth Third Bank	0758-CL-01/24	Lasky MasterCard 01/05/2024-02/05/2024	Paid by EFT # 86146		02/05/2024	02/05/2024	02/05/2024		02/26/2024	84.85	
									Account 60000 - Office Supplies Totals	Invoice Transactions 3	<u>\$3,391.59</u>



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Fund 001 - General Fund											
Department 060 - Information Technologies											
Sub-Department 060 - Information Technologies											
Account 60020 - Computer Related Supplies											
4526 - Fifth Third Bank	0689-JZ-01/24	Zakosek MasterCard 01/05/2024- 02/05/2024	Paid by EFT # 86146		02/05/2024	02/05/2024	02/05/2024		02/26/2024	4,389.27	
6107 - Southern Computer Warehouse (SCW)	INV00800864	INV#INV00800864 Scanner Order - IT	Paid by EFT # 86294		02/08/2024	02/14/2024	02/14/2024		02/26/2024	655.10	
									Account 60020 - Computer Related Supplies Totals	Invoice Transactions 2	\$5,044.37
Account 60110 - Printing Supplies											
8930 - Impact Networking, LLC	3146673	INV#3146673 Print Shop Copiers through Impact	Paid by EFT # 85910		01/22/2024	01/25/2024	01/25/2024		02/13/2024	1,497.34	
8930 - Impact Networking, LLC	3082427	Print Shop Copiers through Impact	Paid by EFT # 85910		10/25/2023	01/29/2024	01/29/2024		02/13/2024	2,103.87	
3578 - Warehouse Direct, Inc.	IN525638	INV#IN525638 Blade Sharpening Service for Copy Center	Paid by EFT # 86346		02/12/2024	02/13/2024	02/13/2024		02/26/2024	246.00	
									Account 60110 - Printing Supplies Totals	Invoice Transactions 3	\$3,847.21
Account 63040 - Fuel- Vehicles											
13021 - WEX BANK	94961557	INV#94961557 Fuel for ITD Vehicles	Paid by EFT # 86044		01/31/2024	02/01/2024	02/01/2024		02/13/2024	272.79	
									Account 63040 - Fuel- Vehicles Totals	Invoice Transactions 1	\$272.79
									Sub-Department 060 - Information Technologies Totals	Invoice Transactions 17	\$17,440.68
									Department 060 - Information Technologies Totals	Invoice Transactions 17	\$17,440.68
Department 080 - Building Management											
Sub-Department 080 - Building Mgmt- Government Center											
Account 52000 - Disposal and Water Softener Svcs											
1216 - Waste Management of Illinois - West	4261991-2011-1	109559513008 ACF CAMPACTOR 01/01- 01/15/2024	Paid by EFT # 86036		01/16/2024	01/31/2024	01/31/2024		02/13/2024	581.20	
1216 - Waste Management of Illinois - West	4259071-2011-6	109552683007 adult corr 01/01-01/31/2024	Paid by EFT # 86036		01/04/2024	01/31/2024	01/31/2024		02/13/2024	346.31	
1216 - Waste Management of Illinois - West	4261990-2011-3	109559133008 JC ROLLOFF 01/01- 01/15/2024	Paid by EFT # 86036		01/16/2024	01/31/2024	01/31/2024		02/13/2024	353.25	
1216 - Waste Management of Illinois - West	4262125-2011-5	272844823000 ROLLOFF 37W699 01/01-01/15/24	Paid by EFT # 86036		01/16/2024	01/31/2024	01/31/2024		02/13/2024	390.00	
1216 - Waste Management of Illinois - West	4263148-2011-6	272844823000 ROLLOFF 37W699 01/16-01/31/24	Paid by EFT # 86348		02/01/2024	02/13/2024	02/13/2024		02/26/2024	416.00	
1216 - Waste Management of Illinois - West	4264339-2011-0	109552683007 adult corr 02/01-02/29/24	Paid by EFT # 86347		02/05/2024	02/13/2024	02/13/2024		02/26/2024	346.31	



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Fund 001 - General Fund											
Department 080 - Building Management											
Sub-Department 080 - Building Mgmt- Government Center											
Account 52000 - Disposal and Water Softener Srvs											
1216 - Waste Management of Illinois - West	4259069-2011-0	109548113005 6LOC GC 540 JC,JJC 1240 MUB Jan 24	Paid by EFT # 86351		01/04/2024	02/13/2024	02/13/2024		02/26/2024	2,473.31	
1216 - Waste Management of Illinois - West	4264337-2011-4	109548113005 6LOC GC 540 JC,JJC 1240 MUB Feb 24	Paid by EFT # 86352		02/05/2024	02/13/2024	02/13/2024		02/26/2024	2,353.31	
1216 - Waste Management of Illinois - West	4264338-2011-2	109549393004 FEB 2024 OCH	Paid by EFT # 86349		02/05/2024	02/13/2024	02/13/2024		02/26/2024	249.71	
1216 - Waste Management of Illinois - West	4262644-2011-5	109559513008 ACF CAMPACTOR Jan 24	Paid by EFT # 86347		02/01/2024	02/13/2024	02/13/2024		02/26/2024	540.00	
1216 - Waste Management of Illinois - West	4263158-2011-5	274231633008 719 ROLLOFF jAN 2024	Paid by EFT # 86350		02/01/2024	02/13/2024	02/13/2024		02/26/2024	404.30	
									Account 52000 - Disposal and Water Softener Srvs Totals	Invoice Transactions 11	\$8,453.70
Account 52010 - Janitorial Services											
4652 - PCI Services, Inc dba Peterson Cleaning, Inc	408	JC 11/20-12/01/2023	Paid by EFT # 85966		12/20/2023	01/30/2024	11/30/2023		02/13/2024	11,555.34	
4652 - PCI Services, Inc dba Peterson Cleaning, Inc	417	Sheriff 12/04-12/17/23	Paid by EFT # 85966		12/29/2023	01/25/2024	01/25/2024		02/13/2024	4,386.18	
4652 - PCI Services, Inc dba Peterson Cleaning, Inc	418	JC 12/04-12/17/2023	Paid by EFT # 85966		12/29/2023	01/25/2024	01/25/2024		02/13/2024	14,999.00	
4652 - PCI Services, Inc dba Peterson Cleaning, Inc	419	MUB 12/04-12/17/23	Paid by EFT # 85966		12/29/2023	01/25/2024	01/25/2024		02/13/2024	2,067.50	
4652 - PCI Services, Inc dba Peterson Cleaning, Inc	420	JJC 12/04-12/17	Paid by EFT # 85966		12/29/2023	01/25/2024	01/25/2024		02/13/2024	7,081.72	
4652 - PCI Services, Inc dba Peterson Cleaning, Inc	415	12/04-12/17 GC, OCH, CAC CIC Aurora	Paid by EFT # 85966		12/29/2023	01/25/2024	01/25/2024		02/13/2024	10,309.00	
4652 - PCI Services, Inc dba Peterson Cleaning, Inc	427	12/18-12/29/2023 MPB	Paid by EFT # 85966		01/15/2024	01/27/2024	01/27/2024		02/13/2024	1,758.75	
4652 - PCI Services, Inc dba Peterson Cleaning, Inc	423	12/18-12/29/23 GC, OCH, CAC, CIC aurora	Paid by EFT # 85966		01/15/2024	01/27/2024	01/27/2024		02/13/2024	9,852.50	
4652 - PCI Services, Inc dba Peterson Cleaning, Inc	428	12/18-12/29/23 JJC	Paid by EFT # 85966		01/15/2024	01/27/2024	01/27/2024		02/13/2024	5,909.11	
4652 - PCI Services, Inc dba Peterson Cleaning, Inc	426	12/18-12/29/2023 JC	Paid by EFT # 85966		01/15/2024	01/27/2024	01/27/2024		02/13/2024	13,809.32	
4652 - PCI Services, Inc dba Peterson Cleaning, Inc	425	Sheriff 12/18-12/29/23	Paid by EFT # 85966		01/15/2024	01/27/2024	01/27/2024		02/13/2024	4,425.84	
4526 - Fifth Third Bank	8085-HT-01/24	January 2024 Charges	Paid by EFT # 86146		02/05/2024	02/13/2024	02/13/2024		02/26/2024	181.00	
									Account 52010 - Janitorial Services Totals	Invoice Transactions 12	\$86,335.26



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Fund 001 - General Fund											
Department 080 - Building Management											
Sub-Department 080 - Building Mgmt- Government Center											
Account 52020 - Repairs and Maintenance- Roads											
14212 - Santa's Village, LLC	12344	All Inclusive Plowing/Shoveling Contract Billing Payment 4 of 6	Paid by EFT # 85996		01/15/2024	02/01/2024	02/01/2024		02/13/2024	33,337.80	
									Account 52020 - Repairs and Maintenance- Roads Totals	Invoice Transactions 1	\$33,337.80
Account 52110 - Repairs and Maint- Buildings											
14035 - Midwest Decorating, Inc.	4966	OCH Room #343 & steel stairs	Paid by EFT # 85946		01/25/2024	02/01/2024	02/01/2024		02/13/2024	12,400.00	
14169 - MRRW Construction, LLC	KC10 A	Room 210 Ceiling Tile	Paid by EFT # 85953		01/18/2024	01/30/2024	01/30/2024		02/13/2024	2,576.35	
1390 - Menards, Inc.	22295	MUB ZEP CALCIUM LIME RUST	Paid by EFT # 85943		01/19/2024	01/30/2024	01/30/2024		02/13/2024	29.92	
1919 - Sign Tech, Inc.	27044	GC signs	Paid by Check # 383481		01/08/2024	01/27/2024	01/27/2024		02/13/2024	2,460.00	
1919 - Sign Tech, Inc.	27047	MUB Lettereing	Paid by Check # 383481		01/17/2024	02/01/2024	02/01/2024		02/13/2024	707.00	
1479 - Valley Lock Company Inc	71152	DEC 2023 Bldg Grounds	Paid by Check # 383491		12/31/2023	01/23/2024	01/23/2024		02/13/2024	91.94	
3502 - WM. F. Meyer Co.	S4453935.001	Mailroom plumbing	Paid by Check # 383499		01/04/2024	01/24/2024	01/24/2024		02/13/2024	190.17	
3502 - WM. F. Meyer Co.	S4454575.001	Mailroom plumbing	Paid by Check # 383499		01/05/2024	01/24/2024	01/24/2024		02/13/2024	120.90	
3502 - WM. F. Meyer Co.	S4454553.001	SLOAN 0308803 H-551 -A 3-1/16 CP TAIL ASSEMBLY	Paid by Check # 383499		01/08/2024	01/31/2024	01/31/2024		02/13/2024	21.79	
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	973372	Trim outside Crt Hse	Paid by Check # 383485		12/04/2023	01/23/2024	01/23/2024		02/13/2024	70.67	
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	974995	Buildng A parts	Paid by Check # 383485		12/05/2023	01/23/2024	01/23/2024		02/13/2024	74.80	
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	988841	KBC supplies	Paid by Check # 383485		12/11/2023	01/23/2024	01/23/2024		02/13/2024	42.76	
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	973379	Bailey SCH SN ELECTRONIC LVR CAM	Paid by Check # 383485		12/04/2023	01/29/2024	01/29/2024		02/13/2024	141.55	
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	979330	MUB Parts & equipment	Paid by Check # 383485		12/20/2023	01/29/2024	01/29/2024		02/13/2024	43.94	
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	996207	1721 Paint	Paid by Check # 383485		01/16/2024	01/29/2024	01/29/2024		02/13/2024	32.26	
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	976377	MPB Supplies	Paid by Check # 383485		01/05/2024	01/29/2024	01/29/2024		02/13/2024	212.88	
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	978633	GC FABULOSO 169F LAV 2X	Paid by Check # 383485		12/20/2023	01/30/2024	01/30/2024		02/13/2024	21.81	



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Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 52110 - Repairs and Maint- Buildings										
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	979459	ANIMAL CONTROL PARTS	Paid by Check # 383485		01/24/2024	01/30/2024	01/30/2024		02/13/2024	46.92
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	979163	GREAT STUFF 12-FL OZ GAP/	Paid by Check # 383485		01/24/2024	01/30/2024	01/30/2024		02/13/2024	16.05
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	977445	KBC equipement DEWALT Forced Air Kerosene Multi-fuel Constructio	Paid by Check # 383485		01/23/2024	01/30/2024	01/30/2024		02/13/2024	6.33
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	997026	Yellow hse Supplies	Paid by Check # 383485		01/17/2024	01/30/2024	01/30/2024		02/13/2024	90.21
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	997356	KBC supplies	Paid by Check # 383485		01/17/2024	01/30/2024	01/30/2024		02/13/2024	28.04
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	997517	Bldg A supplies	Paid by Check # 383485		01/17/2024	01/30/2024	01/30/2024		02/13/2024	25.02
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	997079	KBC steel wool	Paid by Check # 383485		01/17/2024	01/30/2024	01/30/2024		02/13/2024	9.46
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	999407	Jail supplies	Paid by Check # 383485		01/18/2024	01/30/2024	01/30/2024		02/13/2024	44.55
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	998702	MPB supplies	Paid by Check # 383485		01/18/2024	01/30/2024	01/30/2024		02/13/2024	37.65
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	975558	MPB supplies	Paid by Check # 383485		01/22/2024	01/30/2024	01/30/2024		02/13/2024	52.39
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	975813	Yellow house Lights	Paid by Check # 383485		01/22/2024	01/30/2024	01/30/2024		02/13/2024	52.02
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	981148	MPB Fish Tape	Paid by Check # 383485		12/21/2023	01/30/2024	01/30/2024		02/13/2024	75.96
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	989489	PS BLUE MILK CRATE	Paid by Check # 383485		12/26/2023	01/30/2024	01/30/2024		02/13/2024	41.72
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	982989	Bldg B 3/4-IN LEAD FREE BALL VAL	Paid by Check # 383485		12/22/2023	01/30/2024	01/30/2024		02/13/2024	38.70
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	981511	Bldg A signs	Paid by Check # 383485		12/21/2023	01/30/2024	01/30/2024		02/13/2024	154.76
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	981642	JC lights	Paid by Check # 383485		12/21/2023	01/30/2024	01/30/2024		02/13/2024	49.87
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	979074	JC supplies	Paid by Check # 383485		12/20/2023	01/30/2024	01/30/2024		02/13/2024	332.48
2520 - G.W. Berkheimer Co., Inc.	7579155	filters 5251186773 24X24X2 KP-STD2 4402 KEY PLEAT MERV8	Paid by EFT # 85880		01/26/2024	02/01/2024	02/01/2024		02/13/2024	491.72



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Sub-Department 080 - Building Mgmt- Government Center										
Account 52110 - Repairs and Maint- Buildings										
2779 - ILLCO INC	1424979	Jail 12927 3MFD OVAL RUN CAP 440/370V TOCF3	Paid by Check # 383443		12/27/2023	02/01/2024	02/01/2024		02/13/2024	7.12
2779 - ILLCO INC	1425257	Bldg B Pleated Air filters	Paid by Check # 383443		01/05/2024	02/01/2024	02/01/2024		02/13/2024	342.33
8388 - Havlicek Geneva Ace Hardware LLC	105480	Stock RECEPTACLE WALLPLATE1GWH	Paid by EFT # 85899		01/08/2024	01/25/2024	01/25/2024		02/13/2024	4.46
8388 - Havlicek Geneva Ace Hardware LLC	105173	Corner Brace	Paid by EFT # 85899		12/14/2023	01/30/2024	01/30/2024		02/13/2024	13.47
8388 - Havlicek Geneva Ace Hardware LLC	105238	parts PVC Jail LM	Paid by EFT # 85899		12/18/2023	01/30/2024	01/30/2024		02/13/2024	4.30
8388 - Havlicek Geneva Ace Hardware LLC	105647	return & purchase	Paid by EFT # 85899		01/18/2024	01/30/2024	01/30/2024		02/13/2024	.91
8388 - Havlicek Geneva Ace Hardware LLC	105625	FH PHL MS Z 1/4-20X5/8	Paid by EFT # 85899		01/17/2024	01/30/2024	01/30/2024		02/13/2024	8.99
8388 - Havlicek Geneva Ace Hardware LLC	105499	KEY SCHLAGE SC1 250PK	Paid by EFT # 85899		01/09/2024	01/31/2024	01/31/2024		02/13/2024	6.46
8388 - Havlicek Geneva Ace Hardware LLC	105729	GC Parts & supplies	Paid by EFT # 85899		01/23/2024	02/01/2024	02/01/2024		02/13/2024	60.96
2803 - Neuco Inc	7416606	JOFMS2C-BT10 RM PRESS MON RPM 1RMT BACNET	Paid by EFT # 85955		01/08/2024	01/23/2024	01/23/2024		02/13/2024	98.90
2803 - Neuco Inc	7417358	Bldg B Digital Radiator Controller	Paid by EFT # 85955		01/08/2024	01/23/2024	01/23/2024		02/13/2024	327.51
2803 - Neuco Inc	7427418	RM PRESS MON RPM 1RMT BACNET	Paid by EFT # 85955		01/10/2024	01/26/2024	01/26/2024		02/13/2024	98.95
12446 - Porter Pipe & Supply CO	12716937-00	OCH Plumbing supplies	Paid by EFT # 85975		01/09/2024	01/31/2024	01/31/2024		02/13/2024	29.35
1257 - Rehm Electric Shop, Inc.	14619	5251186773 24X24X2 KP-STD2 4402 KEY PLEAT MERV8	Paid by EFT # 85985		01/26/2024	02/01/2024	02/01/2024		02/13/2024	950.00
1558 - Sherwin Williams	6171-1	Bldg A Piant	Paid by EFT # 86002		01/11/2024	01/25/2024	01/25/2024		02/13/2024	15.21
1558 - Sherwin Williams	6185-1	Bldg B paint	Paid by EFT # 86002		01/12/2024	01/27/2024	01/27/2024		02/13/2024	184.31
1558 - Sherwin Williams	6388-1	Bdlg B painting	Paid by EFT # 86002		01/23/2024	02/01/2024	02/01/2024		02/13/2024	150.05
1558 - Sherwin Williams	7091-6	BUILDING A 3RD FLOOR	Paid by EFT # 86002		01/26/2024	02/01/2024	02/01/2024		02/13/2024	129.79
1558 - Sherwin Williams	7059-3	Court House paint	Paid by EFT # 86002		01/25/2024	02/01/2024	02/01/2024		02/13/2024	136.06



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 52110 - Repairs and Maint- Buildings										
11549 - Erikki, LLC dba Two Men and a Truck IL	I8535	5 Men / 1 Truck Supplies sold to customer for a mo	Paid by EFT # 85868		01/02/2024	01/27/2024	01/27/2024		02/13/2024	630.00
11549 - Erikki, LLC dba Two Men and a Truck IL	I8728	JC Moving	Paid by EFT # 85868		01/22/2024	01/31/2024	01/31/2024		02/13/2024	1,253.75
11549 - Erikki, LLC dba Two Men and a Truck IL	I8623	JC 3 Men / 1 Truck	Paid by EFT # 85868		01/08/2024	01/31/2024	01/31/2024		02/13/2024	795.00
3060 - Grainger Inc	9945455989	JC CR001 Attn Dan	Paid by EFT # 85891		12/27/2023	01/23/2024	01/23/2024		02/13/2024	69.36
3060 - Grainger Inc	9945455971	MUB Re-stock	Paid by EFT # 85891		12/27/2023	01/23/2024	01/23/2024		02/13/2024	9.12
3060 - Grainger Inc	9955013660	CONCEALED HINGE FREE SWINGING	Paid by EFT # 85891		01/08/2024	01/23/2024	01/23/2024		02/13/2024	(69.36)
3060 - Grainger Inc	9950304304	Jail condensate return	Paid by EFT # 85891		01/03/2024	01/24/2024	01/24/2024		02/13/2024	4,845.65
3060 - Grainger Inc	9955934170	Yellow House work	Paid by EFT # 85891		01/09/2024	01/25/2024	01/25/2024		02/13/2024	552.55
3060 - Grainger Inc	9956824453	JC Water Fountains	Paid by EFT # 85891		01/09/2024	01/25/2024	01/25/2024		02/13/2024	11,320.52
3060 - Grainger Inc	9958799067	AJ WO17784 3/4 BRONZE PRESSURE RELIEF VALVE 125PSI	Paid by EFT # 85891		01/10/2024	01/25/2024	01/25/2024		02/13/2024	106.83
3060 - Grainger Inc	9965942924	JJC Doors	Paid by EFT # 85891		01/17/2024	01/27/2024	01/27/2024		02/13/2024	263.16
3060 - Grainger Inc	9965017768	JC EM lights	Paid by EFT # 85891		01/17/2024	01/27/2024	01/27/2024		02/13/2024	8,802.00
3060 - Grainger Inc	9964753090	laundry suplies	Paid by EFT # 85891		01/17/2024	01/30/2024	01/30/2024		02/13/2024	170.75
3060 - Grainger Inc	9968746173	stock JC and MUB	Paid by EFT # 85891		01/19/2024	01/30/2024	01/30/2024		02/13/2024	2,563.61
3060 - Grainger Inc	9951440537	ELECTRIC SEQUENCER,2 SWITCH,30-90 SEC	Paid by EFT # 85891		01/04/2024	01/31/2024	01/31/2024		02/13/2024	102.64
3060 - Grainger Inc	9954607009	Truck Stock supplies	Paid by EFT # 86159		01/08/2024	02/08/2024	02/08/2024		02/26/2024	126.84
3060 - Grainger Inc	9957836209	OCH cage unit	Paid by EFT # 86159		01/10/2024	02/08/2024	02/08/2024		02/26/2024	292.38
3060 - Grainger Inc	9957745905	CAGE UNIT AND COVER	Paid by EFT # 86159		01/10/2024	02/08/2024	02/08/2024		02/26/2024	22.07
3060 - Grainger Inc	9977384644	painting supplies	Paid by EFT # 86159		01/26/2024	02/08/2024	02/08/2024		02/26/2024	314.21



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Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 52110 - Repairs and Maint- Buildings										
3060 - Grainger Inc	9976068321	Filters for PM's	Paid by EFT # 86159		01/26/2024	02/08/2024	02/08/2024		02/26/2024	2,805.16
3060 - Grainger Inc	9976646639	Credit Memo 3/4 BRONZE PRESSURE RELIEF VALVE 125PSI	Paid by EFT # 86159		01/26/2024	02/09/2024	02/09/2024		02/26/2024	(106.83)
3060 - Grainger Inc	9975312845	PLEATED AIR FILTER,24X24X4,MERV 8	Paid by EFT # 86159		01/25/2024	02/09/2024	02/09/2024		02/26/2024	71.94
3060 - Grainger Inc	9973785166	Parts for staff	Paid by EFT # 86159		01/24/2024	02/09/2024	02/09/2024		02/26/2024	92.88
3060 - Grainger Inc	9973176374	Stcok refill	Paid by EFT # 86159		01/24/2024	02/09/2024	02/09/2024		02/26/2024	99.24
3060 - Grainger Inc	9974349145	Bldg B HANDLE,METAL	Paid by EFT # 86159		01/24/2024	02/09/2024	02/09/2024		02/26/2024	149.38
3060 - Grainger Inc	9002190438	JJC Showers	Paid by EFT # 86159		01/29/2024	02/09/2024	02/09/2024		02/26/2024	211.06
7528 - Hartwig Plumb & Heat Inc dba Hartwig Mechanical	46844	1240 blockage in bathroom TB Clinic 10 feet	Paid by EFT # 86169		01/25/2024	02/08/2024	02/08/2024		02/26/2024	682.50
14276 - F.E. Moran, Inc. Fire Protection of Northern IL	002-302301429	JC EM service tripped system	Paid by EFT # 86141		02/02/2024	02/13/2024	02/13/2024		02/26/2024	800.00
4526 - Fifth Third Bank	9161-BB-01/24	Braski MasterCard 01/05/2024-02/05/2024	Paid by EFT # 86146		02/05/2024	02/05/2024	02/05/2024		02/26/2024	1,129.31
1191 - Alarm Detection Systems, Inc.	SI-607246	128874 SAO CAC rest tripped AC Breaker	Paid by EFT # 86059		01/29/2024	02/09/2024	02/09/2024		02/26/2024	354.00
1191 - Alarm Detection Systems, Inc.	SI-605511	Veterans Install panic buttons	Paid by EFT # 86059		12/22/2023	02/09/2024	02/09/2024		02/26/2024	1,065.13
1799 - Black Gold Septic Contractors, Inc	43511	Jail Clean Outside grease trap	Paid by EFT # 86081		02/05/2024	02/15/2024	02/15/2024		02/26/2024	485.00
1799 - Black Gold Septic Contractors, Inc	43512	JJC GREASE TRAP CLEANING	Paid by EFT # 86081		02/06/2024	02/15/2024	02/15/2024		02/26/2024	235.00
5896 - Chem-Wise Ecological Pest Management, Inc.	1220448	Feb 2024 service all bldgs 154026	Paid by Check # 383536		02/01/2024	02/09/2024	02/09/2024		02/26/2024	564.00
1172 - Datamation Imaging Services Corporation	FEB-81271	Bld Mgmt, Scanning Plan Sets& Storage 3150 pieces	Paid by EFT # 86122		02/09/2024	02/15/2024	02/15/2024		02/26/2024	8,651.59
1558 - Sherwin Williams	7005-6	Bldg B Paint	Paid by EFT # 86293		01/24/2024	02/08/2024	02/08/2024		02/26/2024	127.32
1558 - Sherwin Williams	7281-3	JC Building paint	Paid by EFT # 86293		02/01/2024	02/13/2024	02/13/2024		02/26/2024	104.44



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Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 52110 - Repairs and Maint- Buildings										
1558 - Sherwin Williams	7419-9	JC paint supplies	Paid by EFT # 86293		02/05/2024	02/14/2024	02/14/2024		02/26/2024	3.65
1558 - Sherwin Williams	6691-8	Bldg A paint	Paid by EFT # 86293		02/06/2024	02/15/2024	02/15/2024		02/26/2024	42.73
1558 - Sherwin Williams	6706-4	KBC Painting	Paid by EFT # 86293		02/06/2024	02/15/2024	02/15/2024		02/26/2024	105.91
1558 - Sherwin Williams	7493-4	KBC Back Hallway	Paid by EFT # 86293		02/07/2024	02/15/2024	02/15/2024		02/26/2024	176.83
1558 - Sherwin Williams	7495-9	JJC classroom 1	Paid by EFT # 86293		02/07/2024	02/15/2024	02/15/2024		02/26/2024	52.61
1558 - Sherwin Williams	6784-1	Board Room Paint	Paid by EFT # 86293		02/09/2024	02/15/2024	02/15/2024		02/26/2024	44.15
8388 - Havlicek Geneva Ace Hardware LLC	105818	Bldg A supplies	Paid by EFT # 86171		01/29/2024	02/08/2024	02/08/2024		02/26/2024	18.99
8388 - Havlicek Geneva Ace Hardware LLC	105880	liquid draino	Paid by EFT # 86171		02/01/2024	02/13/2024	02/13/2024		02/26/2024	6.83
8388 - Havlicek Geneva Ace Hardware LLC	105842	DN truck supplies	Paid by EFT # 86171		01/30/2024	02/13/2024	02/13/2024		02/26/2024	12.92
8388 - Havlicek Geneva Ace Hardware LLC	105844	PIPE GALVTBE 1/2"X18"	Paid by EFT # 86171		01/30/2024	02/13/2024	02/13/2024		02/26/2024	10.79
8388 - Havlicek Geneva Ace Hardware LLC	105758	SILVER TOOLS Bldg F	Paid by EFT # 86171		01/24/2024	02/13/2024	02/13/2024		02/26/2024	21.57
8388 - Havlicek Geneva Ace Hardware LLC	105841	DN truck supplies	Paid by EFT # 86171		01/30/2024	02/13/2024	02/13/2024		02/26/2024	30.58
8675 - Key Construction Group, Inc.	24-39	Inspect, Test, and Re-Certify (1) device at Kane County Coroner -	Paid by EFT # 86202		02/07/2024	02/15/2024	02/15/2024		02/26/2024	96.95
6974 - MB Delivery & Moving Services	3324 R	JC move 6 5 drawer lateral files from OCH to JC	Paid by Check # 383595		12/19/2023	02/09/2024	02/09/2024		02/26/2024	450.00
2520 - G.W. Berkheimer Co., Inc.	7582922	Jail Filters	Paid by EFT # 86154		01/31/2024	02/09/2024	02/09/2024		02/26/2024	802.28
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	912701	Annex supplies	Paid by Check # 383618		01/30/2024	02/09/2024	02/09/2024		02/26/2024	1,177.44
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	974705	STOCK PARTS ROOM	Paid by Check # 383618		01/04/2024	02/09/2024	02/09/2024		02/26/2024	152.54
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	989149	CAC Annex supplies parts	Paid by Check # 383618		01/30/2024	02/09/2024	02/09/2024		02/26/2024	114.32
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	975210	MPB Emergency Lights	Paid by Check # 383618		01/04/2024	02/09/2024	02/09/2024		02/26/2024	148.14
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	971234	34-IN MEGA MAXX DELUXE SN	Paid by Check # 383618		01/02/2024	02/09/2024	02/09/2024		02/26/2024	22.76



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Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 52110 - Repairs and Maint- Buildings										
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	974899	OCH supplies parts	Paid by Check # 383618		01/04/2024	02/09/2024	02/09/2024		02/26/2024	61.14
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	971764	JJC Plywood	Paid by Check # 383618		01/02/2024	02/09/2024	02/09/2024		02/26/2024	119.64
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	994392	BLDG A PARTS	Paid by Check # 383618		12/29/2023	02/09/2024	02/09/2024		02/26/2024	85.33
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	989366	BLDG A PARTS	Paid by Check # 383618		01/30/2024	02/09/2024	02/09/2024		02/26/2024	21.05
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	994479	BLDG A PARTS	Paid by Check # 383618		12/29/2023	02/09/2024	02/09/2024		02/26/2024	28.49
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	995304	lead free ball valve	Paid by Check # 383618		12/29/2023	02/09/2024	02/09/2024		02/26/2024	21.82
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	992964	KBC supplies	Paid by Check # 383618		12/28/2023	02/09/2024	02/09/2024		02/26/2024	46.74
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	990111	JC supplies	Paid by Check # 383618		01/30/2024	02/09/2024	02/09/2024		02/26/2024	14.23
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	991131	CAC misc supplies	Paid by Check # 383618		01/31/2024	02/13/2024	02/13/2024		02/26/2024	128.50
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	990664	CAC misc supplies	Paid by Check # 383618		01/31/2024	02/13/2024	02/13/2024		02/26/2024	103.65
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	991212	KBC supplies	Paid by Check # 383618		01/31/2024	02/13/2024	02/13/2024		02/26/2024	24.17
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	989779	OCH parts	Paid by Check # 383618		01/30/2024	02/13/2024	02/13/2024		02/26/2024	8.08
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	990432	OCH misc supplies	Paid by Check # 383618		12/27/2023	02/13/2024	02/13/2024		02/26/2024	64.79
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	993698	Bldg A project supplies	Paid by Check # 383618		12/28/2023	02/13/2024	02/13/2024		02/26/2024	183.92
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	990492	STOCK PARTS ROOM	Paid by Check # 383618		12/27/2023	02/13/2024	02/13/2024		02/26/2024	72.51
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	988308	BLDG A MISC PARTS	Paid by Check # 383618		12/26/2023	02/13/2024	02/13/2024		02/26/2024	92.92
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	988572	1240 Lights	Paid by Check # 383618		12/26/2023	02/13/2024	02/13/2024		02/26/2024	61.65
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	987936	STOCK PARTS	Paid by Check # 383618		01/29/2024	02/13/2024	02/13/2024		02/26/2024	11.38
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	985063	OCH parts & supplies	Paid by Check # 383618		01/10/2024	02/14/2024	02/14/2024		02/26/2024	146.31
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	974216	Painters supply	Paid by Check # 383618		02/08/2024	02/15/2024	02/15/2024		02/26/2024	52.34
14254 - Trace Services, Inc.	30125	AED Service all bldgs	Paid by EFT # 86318		01/31/2024	02/14/2024	02/14/2024		02/26/2024	2,200.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 52110 - Repairs and Maint- Buildings										
5933 - Urban Elevator Service LLC	15193042-000665	JJC FEB	Paid by EFT # 86334		02/01/2024	02/09/2024	02/09/2024		02/26/2024	253.55
5933 - Urban Elevator Service LLC	15193046-200719	Bldg B Feb	Paid by EFT # 86334		02/01/2024	02/09/2024	02/09/2024		02/26/2024	126.78
5933 - Urban Elevator Service LLC	15193044-100755	100755 JAIL FEB	Paid by EFT # 86334		02/01/2024	02/13/2024	02/13/2024		02/26/2024	1,267.76
5933 - Urban Elevator Service LLC	15193040-000719	000719 FEB	Paid by EFT # 86334		02/01/2024	02/13/2024	02/13/2024		02/26/2024	148.27
5933 - Urban Elevator Service LLC	15193045-100719	100719 BLDG C FEB	Paid by EFT # 86334		02/01/2024	02/13/2024	02/13/2024		02/26/2024	126.78
5933 - Urban Elevator Service LLC	15193039-000427	000427 427 CAMPBELL Feb 2024	Paid by EFT # 86334		02/01/2024	02/13/2024	02/13/2024		02/26/2024	126.78
5933 - Urban Elevator Service LLC	15193041-001240	001240 Feb	Paid by EFT # 86334		02/01/2024	02/13/2024	02/13/2024		02/26/2024	131.84
5933 - Urban Elevator Service LLC	15193043-150100	150100 Feb OCH	Paid by EFT # 86334		02/01/2024	02/13/2024	02/13/2024		02/26/2024	373.71
5933 - Urban Elevator Service LLC	15193047-200777	200777 JC Feb	Paid by EFT # 86334		02/01/2024	02/13/2024	02/13/2024		02/26/2024	760.66
3502 - WM. F. Meyer Co.	S4461817.001	OCH plumbing supplies	Paid by Check # 383628		01/24/2024	02/14/2024	02/14/2024		02/26/2024	382.29
1479 - Valley Lock Company Inc	71252	Misc key & locks	Paid by Check # 383625		01/31/2024	02/15/2024	02/15/2024		02/26/2024	122.43
5513 - Valley Security Company	406	9/25/23, 9/29/23 Service Court Room 311 holding 120 lock.	Paid by Check # 383626		10/24/2023	02/08/2024	02/08/2024		02/26/2024	1,062.00
5513 - Valley Security Company	407	Various days, 09/25,10/04. 10/20., 10/24/23	Paid by Check # 383626		10/24/2023	02/08/2024	02/08/2024		02/26/2024	2,699.28
14095 - Weatherguard Roofing Co	11578	New Sheriffs Office, 37W755A Leak was at portal where metal flang	Paid by EFT # 86355		02/01/2024	02/14/2024	02/14/2024		02/26/2024	704.75
1919 - Sign Tech, Inc.	27056	Notice Signs The are past this point...	Paid by Check # 383610		02/02/2024	02/15/2024	02/15/2024		02/26/2024	690.00
1390 - Menards, Inc.	23028	MPB supplies	Paid by EFT # 86219		02/01/2024	02/13/2024	02/13/2024		02/26/2024	24.77
1390 - Menards, Inc.	23014	JC parts & supplies	Paid by EFT # 86219		02/01/2024	02/13/2024	02/13/2024		02/26/2024	138.43
14169 - MRRW Construction, LLC	KC13	Lightung IT room Bldg B 12/12/23	Paid by EFT # 86227		01/25/2024	02/08/2024	02/08/2024		02/26/2024	4,320.00
14169 - MRRW Construction, LLC	KC11	OCH Room 220 & 240	Paid by EFT # 86227		01/18/2024	02/09/2024	02/09/2024		02/26/2024	2,576.35



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 001 - General Fund											
Department 080 - Building Management											
Sub-Department 080 - Building Mgmt- Government Center											
Account 52110 - Repairs and Maint- Buildings											
14169 - MRRW Construction, LLC	KC12	OCH REMODEL CR 220 & 240	Paid by EFT # 86227		01/18/2024	02/09/2024	02/09/2024		02/26/2024	2,576.35	
14169 - MRRW Construction, LLC	KC15	01/2 State's Attorney Wall JC Furnish and Install 24' wall o Fra	Paid by EFT # 86227		01/30/2024	02/13/2024	02/13/2024		02/26/2024	10,604.00	
									Account 52110 - Repairs and Maint- Buildings Totals	Invoice Transactions 153	\$109,351.35
Account 52160 - Repairs and Maint- Equipment											
3060 - Grainger Inc	9945734862	JJ Stock Room	Paid by EFT # 85891		12/27/2023	01/23/2024	01/23/2024		02/13/2024	603.38	
3060 - Grainger Inc	9946042190	AJ Heater Parts	Paid by EFT # 85891		12/27/2023	01/23/2024	01/23/2024		02/13/2024	660.12	
3060 - Grainger Inc	9950304304	Jail condensate return	Paid by EFT # 85891		01/03/2024	01/24/2024	01/24/2024		02/13/2024	149.00	
3060 - Grainger Inc	9955934170	Yellow House work	Paid by EFT # 85891		01/09/2024	01/25/2024	01/25/2024		02/13/2024	339.84	
3060 - Grainger Inc	9968746173	stock JC and MUB	Paid by EFT # 85891		01/19/2024	01/30/2024	01/30/2024		02/13/2024	636.97	
3060 - Grainger Inc	9971472395	Jail3/4 BRONZE PRESSURE RELIEF VALVE	Paid by EFT # 85891		01/22/2024	01/31/2024	01/31/2024		02/13/2024	97.54	
13725 - 1 Source Mechanical, Inc.	6740	Bldg a Boiler check W.O.#9048	Paid by EFT # 85770		01/05/2024	01/23/2024	01/23/2024		02/13/2024	405.00	
13725 - 1 Source Mechanical, Inc.	6757	Motor ECM 5.0-1.0 HP 120/240V	Paid by EFT # 85770		01/24/2024	02/01/2024	02/01/2024		02/13/2024	865.18	
1505 - F.E. Moran Inc. Mechanical Services	001-501303000	Judicial Center Communication wire replace and VAV checkou	Paid by EFT # 85870		01/19/2024	01/30/2024	01/30/2024		02/13/2024	17,562.50	
7528 - Hartwig Plumb & Heat Inc dba Hartwig Mechanical	47086	KBC VRF SYSTEM NOT WORKING N COMMERCIAL LABOR	Paid by EFT # 85898		01/25/2024	02/01/2024	02/01/2024		02/13/2024	405.00	
8675 - Key Construction Group, Inc.	24-15	Jail Penthouse Domestic valves	Paid by EFT # 85923		01/16/2024	01/27/2024	01/27/2024		02/13/2024	2,840.00	
14276 - F.E. Moran, Inc. Fire Protection of Northern IL	001-302401058	JJC SERVICE WORK FOR LEAK ON DRY SYSTEM IN RECIEVING DOCK	Paid by EFT # 85871		01/23/2024	01/31/2024	01/31/2024		02/13/2024	1,490.00	
2803 - Neuco Inc	7416606	JOFMS2C-BT10 RM PRESS MON RPM 1RMT BACNET	Paid by EFT # 85955		01/08/2024	01/23/2024	01/23/2024		02/13/2024	5,796.04	
2803 - Neuco Inc	7427418	RM PRESS MON RPM 1RMT BACNET	Paid by EFT # 85955		01/10/2024	01/26/2024	01/26/2024		02/13/2024	5,796.04	



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Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 52160 - Repairs and Maint- Equipment										
12446 - Porter Pipe & Supply CO	12716392-00	OCH Plumbing suppl	Paid by EFT # 85975		01/09/2024	01/31/2024	01/31/2024		02/13/2024	333.66
1195 - R.J. O'Neil, Inc.	00122538	Aurora Health Building - Rod / Clog in line behind toilet - Pull	Paid by EFT # 85980		01/10/2024	01/25/2024	01/25/2024		02/13/2024	830.00
9026 - Stenstrom Petroleum Services Group	226028	1/4/24; Replaced pumping unit on Unleaded tank, removed suction	Paid by EFT # 86010		01/11/2024	01/31/2024	01/31/2024		02/13/2024	1,604.00
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	977445	KBC equipment DEWALT Forced Air Kerosene Multi-fuel Constructio	Paid by Check # 383485		01/23/2024	01/30/2024	01/30/2024		02/13/2024	388.51
3470 - Trane US Inc dba Trane	15926563	Bldg A Hvaa Motor Run Cap etc	Paid by Check # 383487		01/04/2024	02/01/2024	02/01/2024		02/13/2024	1,652.58
3470 - Trane US Inc dba Trane	16011310	KBC ignitor	Paid by Check # 383487		01/17/2024	02/01/2024	02/01/2024		02/13/2024	544.95
5513 - Valley Security Company	408	10/18/23 Service call to observe/adjust Corners & Maintenance lo	Paid by Check # 383626		10/24/2023	02/08/2024	02/08/2024		02/26/2024	708.00
13744 - TEC Distribution LLC dba Temperature Equipment Co.	7983281-00	CAC ANNEX Gas Furnace	Paid by EFT # 86308		01/26/2024	02/09/2024	02/09/2024		02/26/2024	5,542.56
1257 - Rehm Electric Shop, Inc.	14621	JJC Movie screen install	Paid by EFT # 86272		01/26/2024	02/09/2024	02/09/2024		02/26/2024	1,597.04
1257 - Rehm Electric Shop, Inc.	14628	GC light replacement	Paid by EFT # 86272		02/02/2024	02/13/2024	02/13/2024		02/26/2024	2,153.10
13301 - Phigenics, LLC	INV10057263	St Charles water management program	Paid by EFT # 86251		01/29/2024	02/08/2024	02/08/2024		02/26/2024	2,800.00
14276 - F.E. Moran, Inc. Fire Protection of Northern IL	001-302401122	Jail SERVICE: 4" MAIN REPLACEMENT	Paid by EFT # 86141		02/07/2024	02/15/2024	02/15/2024		02/26/2024	1,718.00
4526 - Fifth Third Bank	9161-BB-01/24	Braski MasterCard	Paid by EFT # 86146		02/05/2024	02/05/2024	02/05/2024		02/26/2024	2,645.70
8675 - Key Construction Group, Inc.	24-37	MPB RPZ testing	Paid by EFT # 86202		02/07/2024	02/14/2024	02/14/2024		02/26/2024	290.85
8675 - Key Construction Group, Inc.	24-38	Inspect, Test, and Re-Certify (6) devices at Kane County JJC	Paid by EFT # 86202		02/07/2024	02/15/2024	02/15/2024		02/26/2024	581.70
8675 - Key Construction Group, Inc.	24-43	Kane County Jail - Penthouse Domestic Mixing Valve Check Stops	Paid by EFT # 86202		02/08/2024	02/15/2024	02/15/2024		02/26/2024	2,374.50



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Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 52160 - Repairs and Maint- Equipment										
8675 - Key Construction Group, Inc.	24-40	Replace steam condensate pump in kitchen	Paid by EFT # 86202		02/08/2024	02/15/2024	02/15/2024		02/26/2024	576.00
7528 - Hartwig Plumb & Heat Inc dba Hartwig Mechanical	46972	OCH domestic water repairss	Paid by EFT # 86169		01/25/2024	02/08/2024	02/08/2024		02/26/2024	2,850.00
2779 - ILLCO INC	1425972	Bldg A 013G8250 VALVE MOUNTED DIAL & SENSOR	Paid by Check # 383581		01/23/2024	02/08/2024	02/08/2024		02/26/2024	426.44
2779 - ILLCO INC	1426080	ailroom NRF-22 IRON BOOSTER PUMP UFLG WET ROTOR 103251	Paid by Check # 383581		01/25/2024	02/15/2024	02/15/2024		02/26/2024	129.58
1505 - F.E. Moran Inc. Mechanical Services	5068385-1	JC Chiller Work	Paid by EFT # 86140		01/23/2024	02/08/2024	02/08/2024		02/26/2024	3,570.88
13725 - 1 Source Mechanical, Inc.	6776	JJC walk in freezer leaking refrigerant	Paid by EFT # 86051		01/31/2024	02/13/2024	02/13/2024		02/26/2024	846.83
3060 - Grainger Inc	9954607009	Truck Stock supplies	Paid by EFT # 86159		01/08/2024	02/08/2024	02/08/2024		02/26/2024	309.72
3060 - Grainger Inc	9977384644	painting supplies	Paid by EFT # 86159		01/26/2024	02/08/2024	02/08/2024		02/26/2024	1,043.54
3060 - Grainger Inc	9976068321	Filters for PM's	Paid by EFT # 86159		01/26/2024	02/08/2024	02/08/2024		02/26/2024	3,813.27
3060 - Grainger Inc	9975312845	PLEATED AIR FILTER,24X24X4,MERV 8	Paid by EFT # 86159		01/25/2024	02/09/2024	02/09/2024		02/26/2024	.85
3060 - Grainger Inc	9973785166	Parts for staff	Paid by EFT # 86159		01/24/2024	02/09/2024	02/09/2024		02/26/2024	61.31
3060 - Grainger Inc	9002190438	JJC Showers	Paid by EFT # 86159		01/29/2024	02/09/2024	02/09/2024		02/26/2024	196.02
							Account 52160 - Repairs and Maint- Equipment Totals		Invoice Transactions 42	\$77,236.20
Account 52220 - Equipment Lease										
9925 - Sunbelt Rentals	149119265-0002	930002 rental on 20' manlift 01/10-02/06/24	Paid by EFT # 86300		01/25/2024	02/13/2024	02/13/2024		02/26/2024	1,097.30
							Account 52220 - Equipment Lease Totals		Invoice Transactions 1	\$1,097.30
Account 52230 - Repairs and Maint- Vehicles										
1305 - NAPA Auto Parts - St. Charles	2285-823899	13060 BRUSH	Paid by Check # 383458		01/09/2024	01/25/2024	01/25/2024		02/13/2024	16.99
11377 - Via Carlita, LLC dba Hawk Ford of St. Charles	542059	2012 FSD 59533 #125890 reprogram a key	Paid by EFT # 86339		02/01/2024	02/15/2024	02/15/2024		02/26/2024	243.36
							Account 52230 - Repairs and Maint- Vehicles Totals		Invoice Transactions 2	\$260.35



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 001 - General Fund											
Department 080 - Building Management											
Sub-Department 080 - Building Mgmt- Government Center											
Account 53060 - General Printing											
1849 - Batavia Instant Print Inc	20230905	PRINTING 5 PART CIC	Paid by EFT #		01/29/2024	02/09/2024	02/09/2024		02/26/2024	867.57	
			86078								
1849 - Batavia Instant Print Inc	20230906	Labels Civil Division	Paid by EFT #		01/30/2024	02/13/2024	02/13/2024		02/26/2024	195.75	
			86078								
1849 - Batavia Instant Print Inc	20240019	605 Order for Child Support or Parentage	Paid by EFT #		02/07/2024	02/14/2024	02/14/2024		02/26/2024	286.80	
			86078								
1849 - Batavia Instant Print Inc	20240017	5 part form printing	Paid by EFT #		02/06/2024	02/15/2024	02/15/2024		02/26/2024	1,161.54	
			86078								
									Account 53060 - General Printing Totals	Invoice Transactions 4	\$2,511.66
Account 60010 - Operating Supplies											
3578 - Warehouse Direct, Inc.	5654812-0	MPB Supplies	Paid by EFT #		01/25/2024	02/01/2024	02/01/2024		02/13/2024	168.51	
			86035								
3578 - Warehouse Direct, Inc.	5659411-0	mailroom Label maker	Paid by EFT #		02/01/2024	02/09/2024	02/09/2024		02/26/2024	77.41	
			86345								
3578 - Warehouse Direct, Inc.	5660646-0	Mailroom supplies	Paid by EFT #		02/02/2024	02/13/2024	02/13/2024		02/26/2024	351.40	
			86345								
3509 - DS Services of America, Inc. dba Primo Water NA	23847737 012024	49823847737 Bldg Mgmt Jan 2024	Paid by EFT #		01/20/2024	02/09/2024	02/09/2024		02/26/2024	58.45	
			86128								
4526 - Fifth Third Bank	8085-HT-01/24	January 2024 Charges	Paid by EFT #		02/05/2024	02/13/2024	02/13/2024		02/26/2024	20.00	
			86146								
									Account 60010 - Operating Supplies Totals	Invoice Transactions 5	\$675.77
Account 60090 - Utilities- Sewer											
1044 - City of Geneva	198003941000-224	93527782 BLDG B 012/01-01/01/2024	Paid by EFT #		01/15/2024	01/25/2024	01/25/2024		02/13/2024	78.52	
			85831								
1044 - City of Geneva	198003940001-224	325554113 GC 719 BATAVIA 12/01-01/01/2024	Paid by EFT #		01/15/2024	01/25/2024	01/25/2024		02/13/2024	113.42	
			85830								
1044 - City of Geneva	198003939000-224	93642390 719 batavia GC 12/01-01/01/24	Paid by EFT #		01/15/2024	01/25/2024	01/25/2024		02/13/2024	110.51	
			85822								
1044 - City of Geneva	305000221000-224	337598526 427 CAMPBELL 12/15-01/15/24	Paid by EFT #		01/30/2024	02/01/2024	02/01/2024		02/13/2024	32.80	
			85819								
1044 - City of Geneva	305000240000-124	341341013 428 JAMES 11/15-12/15/23	Paid by EFT #		12/30/2023	02/01/2024	02/01/2024		02/13/2024	42.43	
			85828								
1044 - City of Geneva	305000221000-124	337598526 427 CAMPBELL 11/15-12/15/23	Paid by EFT #		12/30/2023	02/01/2024	02/01/2024		02/13/2024	36.78	
			85824								
1044 - City of Geneva	305000160002-224	341341011 401 campbell 12/15-01/15/24	Paid by EFT #		01/30/2024	02/01/2024	02/01/2024		02/13/2024	10.17	
			85829								



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Fund 001 - General Fund											
Department 080 - Building Management											
Sub-Department 080 - Building Mgmt- Government Center											
Account 60090 - Utilities- Sewer											
1044 - City of Geneva	305000160002-124	341341011 401 campbell 11/15-12/15/2023	Paid by EFT # 85827		12/30/2023	02/01/2024	02/01/2024		02/13/2024	10.17	
1044 - City of Geneva	305000460000-224	328545802 OCH 12/15-01/15/2024	Paid by EFT # 85826		01/30/2024	02/01/2024	02/01/2024		02/13/2024	972.04	
1080 - City of St. Charles	4549184420-0124	080716 Jail 11/29-12/26/23	Paid by EFT # 85832		12/27/2023	01/25/2024	01/25/2024		02/13/2024	8,795.63	
1080 - City of St. Charles	4548508010-224	930621 37W777 JC 12/26-01/29/24	Paid by EFT # 86106		02/01/2024	02/15/2024	02/15/2024		02/26/2024	591.63	
1080 - City of St. Charles	4543404563-224	010523 540 S Randall rd 12/26-01/21/24	Paid by Check # 383545		02/01/2024	02/15/2024	02/15/2024		02/26/2024	218.70	
1080 - City of St. Charles	4549184420-224	080716 JAIL 12/26-01/29/24	Paid by Check # 383546		02/01/2024	02/15/2024	02/15/2024		02/26/2024	9,689.55	
1080 - City of St. Charles	4549374000-224	210510 37w699 12/26-01/29/24	Paid by EFT # 86105		02/01/2024	02/15/2024	02/15/2024		02/26/2024	205.26	
4526 - Fifth Third Bank	8085-HT-01/24	January 2024 Charges	Paid by EFT # 86146		02/05/2024	02/13/2024	02/13/2024		02/26/2024	353.25	
									Account 60090 - Utilities- Sewer Totals	Invoice Transactions 15	\$21,260.86
Account 60100 - Utilities- Water											
1045 - City of Aurora	13501918970-0124	0076386878 1240 HIGHLAND 11/06-01/02/2024	Paid by Check # 383403		01/09/2024	01/31/2024	01/31/2024		02/13/2024	390.50	
1045 - City of Aurora	13501972528-0124	0060277918 1330 HIGHLAND 11/06-01/02/2024	Paid by Check # 383402		01/09/2024	01/31/2024	01/31/2024		02/13/2024	64.55	
1044 - City of Geneva	198003941000-224	93527782 BLDG B 012/01-01/01/2024	Paid by EFT # 85831		01/15/2024	01/25/2024	01/25/2024		02/13/2024	113.22	
1044 - City of Geneva	198004210000-224	78056094 757 e fabyan 12/01-01/01/24	Paid by EFT # 85821		01/15/2024	01/25/2024	01/25/2024		02/13/2024	43.42	
1044 - City of Geneva	198003940001-224	325554113 GC 719 BATAVIA 12/01-01/01/2024	Paid by EFT # 85830		01/15/2024	01/25/2024	01/25/2024		02/13/2024	182.29	
1044 - City of Geneva	198003939000-224	93642390 719 batavia GC 12/01-01/01/24	Paid by EFT # 85822		01/15/2024	01/25/2024	01/25/2024		02/13/2024	200.05	
1044 - City of Geneva	305000221000-224	337598526 427 CAMPBELL 12/15-01/15/24	Paid by EFT # 85819		01/30/2024	02/01/2024	02/01/2024		02/13/2024	55.56	
1044 - City of Geneva	305000240000-124	341341013 428 JAMES 11/15-12/15/23	Paid by EFT # 85828		12/30/2023	02/01/2024	02/01/2024		02/13/2024	15.63	
1044 - City of Geneva	305000221000-124	337598526 427 CAMPBELL 11/15-12/15/23	Paid by EFT # 85824		12/30/2023	02/01/2024	02/01/2024		02/13/2024	62.81	



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 60100 - Utilities- Water										
1044 - City of Geneva	305000460000-124	328545802 OCH 11/16-12/15/23	Paid by EFT # 85823		12/30/2023	02/01/2024	02/01/2024		02/13/2024	559.19
1044 - City of Geneva	305000160002-124	341341011 401 campbell 11/15-12/15/2023	Paid by EFT # 85827		12/30/2023	02/01/2024	02/01/2024		02/13/2024	15.63
1044 - City of Geneva	305000460000-224	328545802 OCH 12/15-01/15/2024	Paid by EFT # 85826		01/30/2024	02/01/2024	02/01/2024		02/13/2024	1,614.26
1080 - City of St. Charles	4549184420-0124	080716 Jail 11/29-12/26/23	Paid by EFT # 85832		12/27/2023	01/25/2024	01/25/2024		02/13/2024	6,594.49
1080 - City of St. Charles	4549374000-0124	210510 37w699 11/29-12/26/23	Paid by EFT # 85836		12/27/2023	01/25/2024	01/25/2024		02/13/2024	292.34
1080 - City of St. Charles	4548508010-0124	930621 37W777 JC 11/29-12/26/2023	Paid by EFT # 85835		12/27/2023	01/25/2024	01/25/2024		02/13/2024	897.51
1080 - City of St. Charles	4548508010-224	930621 37W777 JC 12/26-01/29/24	Paid by EFT # 86106		02/01/2024	02/15/2024	02/15/2024		02/26/2024	458.64
1080 - City of St. Charles	4543404563-224	010523 540 S Randall rd 12/26-01/21/24	Paid by Check # 383545		02/01/2024	02/15/2024	02/15/2024		02/26/2024	186.58
1080 - City of St. Charles	4549184420-224	080716 JAIL 12/26-01/29/24	Paid by Check # 383546		02/01/2024	02/15/2024	02/15/2024		02/26/2024	7,263.61
1080 - City of St. Charles	4549374000-224	210510 37w699 12/26-01/29/24	Paid by EFT # 86105		02/01/2024	02/15/2024	02/15/2024		02/26/2024	188.92
							Account 60100 - Utilities- Water Totals		Invoice Transactions 19	<u>\$19,199.20</u>
Account 60110 - Printing Supplies										
1849 - Batavia Instant Print Inc	20230846	Kane County Circuit Court Clerk #10-24 pastel blue no print	Paid by EFT # 85791		01/10/2024	01/25/2024	01/25/2024		02/13/2024	393.80
1395 - Cenveo Worldwide Limited	111-577987	CIC window envelopes	Paid by EFT # 85811		01/25/2024	02/01/2024	02/01/2024		02/13/2024	570.50
2400 - Veritiv Operating Company	021-62392278	window envelopes	Paid by EFT # 86031		09/12/2023	02/01/2024	11/30/2023		02/13/2024	931.50
2400 - Veritiv Operating Company	021-62497998	CH 8 1/2X11 10M 20# WHITE 4,000.00 8CT 45.5500 CT	Paid by EFT # 86031		01/16/2024	01/31/2024	01/31/2024		02/13/2024	3,644.00
2400 - Veritiv Operating Company	021-62519123	FUEL CHARGE 01-2024	Paid by EFT # 86338		02/05/2024	02/14/2024	02/14/2024		02/26/2024	21.00
2400 - Veritiv Operating Company	021-62520783	paper stock	Paid by EFT # 86338		02/07/2024	02/15/2024	02/15/2024		02/26/2024	7,679.18
							Account 60110 - Printing Supplies Totals		Invoice Transactions 6	<u>\$13,239.98</u>
Account 60160 - Cleaning Supplies										
14037 - Synchrony Bank (Sam's Club Direct/Lowes)	970574	ZEP 128OZ CALCIUM/LIME/RU	Paid by Check # 383485		01/19/2024	01/30/2024	01/30/2024		02/13/2024	34.16



Administration Accounts Payable by GL Distribution

Payment Date Range 02/01/24 - 02/29/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 001 - General Fund											
Department 080 - Building Management											
Sub-Department 080 - Building Mgmt- Government Center											
Account 60160 - Cleaning Supplies											
3578 - Warehouse Direct, Inc.	5645326-0	MUB cleaning supplies	Paid by EFT # 86035		01/10/2024	01/25/2024	01/25/2024		02/13/2024	566.65	
3578 - Warehouse Direct, Inc.	5639499-0	air freshener lavender	Paid by EFT # 86035		01/15/2024	01/27/2024	01/27/2024		02/13/2024	491.88	
3578 - Warehouse Direct, Inc.	5639499-1	RESHENER,AIR,LAVDR, 36/CT	Paid by EFT # 86035		01/18/2024	01/31/2024	01/31/2024		02/13/2024	491.88	
3578 - Warehouse Direct, Inc.	5654812-0	MPB Supplies	Paid by EFT # 86035		01/25/2024	02/01/2024	02/01/2024		02/13/2024	707.60	
3578 - Warehouse Direct, Inc.	5645743-0	FRESHENER,AIR,LAVDR,36/C	Paid by EFT # 86345		01/30/2024	02/08/2024	02/08/2024		02/26/2024	327.92	
									Account 60160 - Cleaning Supplies Totals	Invoice Transactions 6	\$2,620.09
Account 60210 - Uniform Supplies											
1762 - Discount Uniform Co	1500	Kane County Building Management Seal Logo embroidery 20 white t-	Paid by EFT # 85856		01/09/2024	01/26/2024	01/26/2024		02/13/2024	252.00	
9178 - Red Wing Shoe Store	20240210110173	5 staff members boots #110173	Paid by EFT # 86270		02/10/2024	02/15/2024	02/15/2024		02/26/2024	733.48	
									Account 60210 - Uniform Supplies Totals	Invoice Transactions 2	\$985.48
Account 63000 - Utilities- Natural Gas											
2253 - Nicor Gas	3243210006-1123	2986574 1330 09/12-10/11/23	Paid by Check # 383465		10/11/2023	01/26/2024	11/30/2023		02/13/2024	67.30	
2253 - Nicor Gas	3243210006-0224	2986574 1330 12/11-01/10/24	Paid by Check # 383464		01/10/2024	01/26/2024	01/26/2024		02/13/2024	397.82	
2253 - Nicor Gas	66664808533-224	2836123 12/11-01/10/24 1240 HIGHLAND	Paid by Check # 383468		01/10/2024	01/31/2024	01/31/2024		02/13/2024	619.67	
2253 - Nicor Gas	94918544068-324	4153357 427 campbell 12/20-01/22/24	Paid by Check # 383467		01/22/2024	01/31/2024	01/31/2024		02/13/2024	210.79	
2253 - Nicor Gas	88751210001-324	4402684 428 JAMES 12/20/23-01/22/24	Paid by Check # 383466		01/22/2024	02/01/2024	02/01/2024		02/13/2024	145.65	
2253 - Nicor Gas	3243210006-324	2986574 1330 01/10-02/09/2024	Paid by Check # 383601		02/09/2024	02/13/2024	02/13/2024		02/26/2024	490.76	
									Account 63000 - Utilities- Natural Gas Totals	Invoice Transactions 6	\$1,931.99
Account 63010 - Utilities- Electric											
14252 - GSD, LLC dba GRNE Solarfield 05, LLC	CI-000305337	Owned PPA System Revenue Soalr Field Dec 2023	Paid by EFT # 85892		12/31/2023	01/25/2024	01/25/2024		02/13/2024	946.25	
1044 - City of Geneva	198004209000-224	329434919 OEM FABYAN 12/01-01/01/2024	Paid by EFT # 85825		01/15/2024	01/25/2024	01/25/2024		02/13/2024	31.23	



Administration Accounts Payable by GL Distribution

Payment Date Range 02/01/24 - 02/29/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 63010 - Utilities- Electric										
1044 - City of Geneva	198003940001-224	325554113 GC 719 BATAVIA 12/01-01/01/2024	Paid by EFT # 85830		01/15/2024	01/25/2024	01/25/2024		02/13/2024	9,954.44
1044 - City of Geneva	305000221000-224	337598526 427 CAMPBELL 12/15-01/15/24	Paid by EFT # 85819		01/30/2024	02/01/2024	02/01/2024		02/13/2024	553.08
1044 - City of Geneva	305000240000-224	341341013 428 JAMES 12/15-01/15/24	Paid by EFT # 85820		01/30/2024	02/01/2024	02/01/2024		02/13/2024	972.68
1044 - City of Geneva	305000240000-124	341341013 428 JAMES 11/15-12/15/23	Paid by EFT # 85828		12/30/2023	02/01/2024	02/01/2024		02/13/2024	557.46
1044 - City of Geneva	305000221000-124	337598526 427 CAMPBELL 11/15-12/15/23	Paid by EFT # 85824		12/30/2023	02/01/2024	02/01/2024		02/13/2024	509.51
1044 - City of Geneva	305000160002-224	341341011 401 campbell 12/15-01/15/24	Paid by EFT # 85829		01/30/2024	02/01/2024	02/01/2024		02/13/2024	103.86
1044 - City of Geneva	305000460000-124	328545802 OCH 11/16-12/15/23	Paid by EFT # 85823		12/30/2023	02/01/2024	02/01/2024		02/13/2024	4,847.87
1044 - City of Geneva	305000160002-124	341341011 401 campbell 11/15-12/15/2023	Paid by EFT # 85827		12/30/2023	02/01/2024	02/01/2024		02/13/2024	83.98
1044 - City of Geneva	305000460000-224	328545802 OCH 12/15-01/15/2024	Paid by EFT # 85826		01/30/2024	02/01/2024	02/01/2024		02/13/2024	4,257.62
1080 - City of St. Charles	4549045330-0124	030418 540 S RANDALL 11/29-12/26/23	Paid by EFT # 85833		12/27/2023	01/25/2024	01/25/2024		02/13/2024	8,898.51
1080 - City of St. Charles	4543404563-0124	010523 540 S Randall hse 11/29-12/26/2023	Paid by EFT # 85834		12/27/2023	01/25/2024	01/25/2024		02/13/2024	314.77
1054 - ComEd	6856203011-324	230046589 mpb 37W699 12/22-01/25/24	Paid by Check # 383424		01/25/2024	02/01/2024	02/01/2024		02/13/2024	4,532.46
10981 - Constellation NewEnergy Inc.	67383898501	7298774-29 STE 22 10223999 12/06-01/09/24	Paid by EFT # 85840		01/10/2024	01/25/2024	01/25/2024		02/13/2024	65.84
10981 - Constellation NewEnergy Inc.	67383862001	7298774-28 - 8087485021 1240 STE 11 12/06-01/09/24	Paid by EFT # 85840		01/10/2024	01/25/2024	01/25/2024		02/13/2024	163.35
10981 - Constellation NewEnergy Inc.	67383861901	7298774-27 8087484015 1240 ste 6 12/06-01/09/24	Paid by EFT # 85840		01/10/2024	01/25/2024	01/25/2024		02/13/2024	171.74



Administration Accounts Payable by GL Distribution

Payment Date Range 02/01/24 - 02/29/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 001 - General Fund										
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 63010 - Utilities- Electric										
10981 - Constellation NewEnergy Inc.	67383861301	7298774-26 1240 2nw 8087480026 12/06- 01/09/2024	Paid by EFT # 85840		01/10/2024	01/25/2024	01/25/2024		02/13/2024	40.66
10981 - Constellation NewEnergy Inc.	67383899101	7298774-3 1330 highland 12/06- 01/09/2024	Paid by EFT # 85840		01/10/2024	01/25/2024	01/25/2024		02/13/2024	469.50
10981 - Constellation NewEnergy Inc.	67383899001	7298774-52715 1240 12/06-01/12/24	Paid by EFT # 85840		01/28/2024	02/01/2024	02/01/2024		02/13/2024	2,294.21
10981 - Constellation NewEnergy Inc.	67613869701	7298774-27 8087484015 1240 ste 6 01/09-02/07/24	Paid by EFT # 86110		02/08/2024	02/13/2024	02/13/2024		02/26/2024	178.96
10981 - Constellation NewEnergy Inc.	67613869101	7298774-26 1240 2nw 8087480026 01/09- 02/07/24	Paid by EFT # 86110		02/08/2024	02/13/2024	02/13/2024		02/26/2024	44.95
10981 - Constellation NewEnergy Inc.	67613869901	7298774-28 - 8087485021 1240 STE 11 01/09-02/07/24	Paid by EFT # 86110		02/08/2024	02/13/2024	02/13/2024		02/26/2024	150.84
10981 - Constellation NewEnergy Inc.	67613871301	7298774-29 STE 22 10223999 01/09- 02/07/24	Paid by EFT # 86110		02/08/2024	02/13/2024	02/13/2024		02/26/2024	59.88
1080 - City of St. Charles	4543404563- 224	010523 540 S Randall rd 12/26-01/21/24	Paid by Check # 383545		02/01/2024	02/15/2024	02/15/2024		02/26/2024	62.86
1080 - City of St. Charles	4549045330- 224	030418 540 S RANDALL 12/26- 01/31/24	Paid by Check # 383547		02/01/2024	02/15/2024	02/15/2024		02/26/2024	11,950.44
1080 - City of St. Charles	4549184420- 224	080716 JAIL 12/26- 01/29/24	Paid by Check # 383546		02/01/2024	02/15/2024	02/15/2024		02/26/2024	2.75
14252 - GSD, LLC dba GRNE Solarfield 05, LLC	CI-000311863	Jan 2024 Owned PPA system revenue	Paid by EFT # 86162		01/31/2024	02/14/2024	02/14/2024		02/26/2024	3,242.81
9856 - Vistra Intermediate Company, LLC dba Dynegy Energy	468757324011	0394081086 37W655 JJC 12/22-01/24/2024	Paid by EFT # 86340		01/29/2024	02/13/2024	02/13/2024		02/26/2024	8,704.50
9856 - Vistra Intermediate Company, LLC dba Dynegy Energy	86370724011	0447736003 3 METERS 12/26-01/24/24	Paid by EFT # 86341		01/30/2024	02/13/2024	02/13/2024		02/26/2024	74,530.76
Account 63010 - Utilities- Electric Totals							Invoice Transactions	30	\$138,697.77	
Sub-Department 080 - Building Mgmt- Government Center Totals							Invoice Transactions	315	\$517,194.76	
Department 080 - Building Management Totals							Invoice Transactions	315	\$517,194.76	
Fund 001 - General Fund Totals							Invoice Transactions	332	\$534,635.44	



Administration Accounts Payable by GL Distribution

Payment Date Range 02/01/24 - 02/29/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - Geographic Information Systems										
Department 060 - Information Technologies										
Sub-Department 070 - Geographic Information Systems										
Account 53130 - General Association Dues										
2375 - Int'l Assn of Assessing Officers	24-10160214	Regular Membership Dues for Mazher Ahmed	Paid by Check # 383448		01/01/2024	02/02/2024	02/02/2024		02/13/2024	240.00
2375 - Int'l Assn of Assessing Officers	24-00014385	Regular Membership Dues for Thomas S Nicoski	Paid by Check # 383448		01/01/2024	02/02/2024	02/02/2024		02/13/2024	240.00
4526 - Fifth Third Bank	8811-TN-01/24	January PCard Charges 2024 GIS Dept.	Paid by EFT # 86146		02/05/2024	02/15/2024	02/15/2024		02/26/2024	285.00
								Account 53130 - General Association Dues Totals	Invoice Transactions 3	\$765.00
Account 60000 - Office Supplies										
3509 - DS Services of America, Inc. dba Primo Water NA	23847718 012024	INV 23847718 Top Load HC Blk Cooler (Universal) Rental FEB 2024	Paid by EFT # 86128		01/20/2024	02/15/2024	02/15/2024		02/26/2024	2.99
								Account 60000 - Office Supplies Totals	Invoice Transactions 1	\$2.99
Account 60050 - Books and Subscriptions										
4526 - Fifth Third Bank	8811-TN-01/24	January PCard Charges 2024 GIS Dept.	Paid by EFT # 86146		02/05/2024	02/15/2024	02/15/2024		02/26/2024	600.00
								Account 60050 - Books and Subscriptions Totals	Invoice Transactions 1	\$600.00
								Sub-Department 070 - Geographic Information Systems Totals	Invoice Transactions 5	\$1,367.99
								Department 060 - Information Technologies Totals	Invoice Transactions 5	\$1,367.99
								Fund 101 - Geographic Information Systems Totals	Invoice Transactions 5	\$1,367.99
Fund 390 - Web Technical Services										
Department 060 - Information Technologies										
Sub-Department 337 - Web Technical Services										
Account 50150 - Contractual/Consulting Services										
2324 - Cassie Design	203771	INV#203771 Website Design Work	Paid by EFT # 85808		02/02/2024	02/02/2024	02/01/2024		02/13/2024	675.00
4526 - Fifth Third Bank	0689-JZ-01/24	Zakosek MasterCard 01/05/2024-02/05/2024	Paid by EFT # 86146		02/05/2024	02/05/2024	02/05/2024		02/26/2024	203.18
4778 - Fox Valley United Way	Kane211-2024-1	Kane 211	Paid by EFT # 86152		02/06/2024	02/14/2024	02/14/2024		02/26/2024	60,000.00
1053 - Hampton Lenzini & Renwick, Inc. (HLR)	000020240310	Professional Services through January 31, 2024	Paid by EFT # 86166		02/07/2024	02/08/2024	02/08/2024		02/26/2024	3,192.80



Administration Accounts Payable by GL Distribution

Payment Date Range 02/01/24 - 02/29/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 390 - Web Technical Services											
Department 060 - Information Technologies											
Sub-Department 337 - Web Technical Services											
Account 50150 - Contractual/Consulting Services											
1053 - Hampton Lenzini & Renwick, Inc. (HLR)	000020240309	Mill Creek SSA - Administrative Services 23.0567.520	Paid by EFT # 86166		02/07/2024	02/08/2024	02/08/2024		02/26/2024	3,694.07	
								Account 50150 - Contractual/Consulting Services Totals		Invoice Transactions 5	\$67,765.05
Account 50340 - Software Licensing Cost											
4526 - Fifth Third Bank	2999-BP-01/24	Peters MasterCard 01/05/2024-02/05/2024	Paid by EFT # 86146		02/05/2024	02/05/2024	02/05/2024		02/26/2024	979.00	
								Account 50340 - Software Licensing Cost Totals		Invoice Transactions 1	\$979.00
								Sub-Department 337 - Web Technical Services Totals		Invoice Transactions 6	\$68,744.05
								Department 060 - Information Technologies Totals		Invoice Transactions 6	\$68,744.05
								Fund 390 - Web Technical Services Totals		Invoice Transactions 6	\$68,744.05
Fund 520 - Mill Creek Special Service Area											
Department 690 - Development											
Sub-Department 730 - Mill Creek Special Service Area											
Account 50150 - Contractual/Consulting Services											
1426 - G4S Integration dba Allied Universal Technology	CSINV0013644	G4S Invoice March 2021	Paid by EFT # 85881		03/29/2021	01/26/2024	01/26/2024		02/13/2024	235.50	
1426 - G4S Integration dba Allied Universal Technology	CSINV0017635	G4S Invoice November 2021	Paid by EFT # 85881		01/21/2022	01/26/2024	01/26/2024		02/13/2024	782.58	
1426 - G4S Integration dba Allied Universal Technology	CSINV0017422	G4S Invoice October 2021	Paid by EFT # 85881		10/31/2021	01/26/2024	01/26/2024		02/13/2024	922.52	
1426 - G4S Integration dba Allied Universal Technology	CSINV0017666	G4S Invoice December 2021	Paid by EFT # 85881		02/15/2022	01/26/2024	01/26/2024		02/13/2024	763.54	
1426 - G4S Integration dba Allied Universal Technology	CSINV0017593	G4S Invoice September 2021	Paid by EFT # 85881		12/14/2021	01/26/2024	01/26/2024		02/13/2024	1,169.10	
11639 - Securadyne Systems Intermediate LLC dba Adesta LLC	INV3-960002635	Adesta Invoice for January 2024	Paid by EFT # 86000		01/30/2024	01/31/2024	01/31/2024		02/13/2024	677.86	
								Account 50150 - Contractual/Consulting Services Totals		Invoice Transactions 6	\$4,551.10
Account 52120 - Repairs and Maint- Grounds											
8523 - Cornerstone Partners Horticultural Services Co.	CP32720	Jan: Trash Can Liners & Police Grounds	Paid by EFT # 86116		01/31/2024	02/08/2024	02/08/2024		02/26/2024	689.77	
4526 - Fifth Third Bank	1495-WM-1/24	William Meyer January 2024	Paid by EFT # 86146		02/05/2024	02/13/2024	02/13/2024		02/26/2024	203.94	



Administration Accounts Payable by GL Distribution

Payment Date Range 02/01/24 - 02/29/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 520 - Mill Creek Special Service Area											
Department 690 - Development											
Sub-Department 730 - Mill Creek Special Service Area											
Account 52120 - Repairs and Maint- Grounds											
13812 - Outdoor Home Svc. Hold., LLC dba TruGreen & Action	20124	2024 Services: 3 Weed and Feed Services	Paid by EFT # 86236		01/31/2024	02/13/2024	02/13/2024		02/26/2024	18,954.00	
								Account 52120 - Repairs and Maint- Grounds Totals		Invoice Transactions 3	
										\$19,847.71	
Account 52180 - Building Space Rental											
9183 - Tri City Land Management Co., LLC	4490-411 224	February Office Space Rental	Paid by EFT # 86023		02/01/2024	02/01/2024	02/01/2024		02/13/2024	1,086.02	
								Account 52180 - Building Space Rental Totals		Invoice Transactions 1	
										\$1,086.02	
Account 52250 - Intersect Lighting Services											
1257 - Rehm Electric Shop, Inc.	14626	Mill Creek Electric Equipment	Paid by EFT # 85985		01/30/2024	02/01/2024	02/01/2024		02/13/2024	1,912.90	
1054 - ComEd	8676003015	Mill Creek Utility Bill January 2023	Paid by Check # 383549		01/26/2024	02/08/2024	02/08/2024		02/26/2024	296.95	
1054 - ComEd	0463054408	Mill Creek Utility Bill January 2024	Paid by Check # 383548		01/31/2024	02/08/2024	02/08/2024		02/26/2024	482.56	
1054 - ComEd	6148132018	Mill Creek Utility Bill January 2024	Paid by Check # 383549		02/06/2024	02/13/2024	02/13/2024		02/26/2024	126.40	
								Account 52250 - Intersect Lighting Services Totals		Invoice Transactions 4	
										\$2,818.81	
Account 60000 - Office Supplies											
1426 - G4S Integration dba Allied Universal Technology	CSINV0017422	G4S Invoice October 2021	Paid by EFT # 85881		10/31/2021	01/26/2024	01/26/2024		02/13/2024	.00	
1426 - G4S Integration dba Allied Universal Technology	CSINV0017666	G4S Invoice December 2021	Paid by EFT # 85881		02/15/2022	01/26/2024	01/26/2024		02/13/2024	.00	
1426 - G4S Integration dba Allied Universal Technology	CSINV0017593	G4S Invoice September 2021	Paid by EFT # 85881		12/14/2021	01/26/2024	01/26/2024		02/13/2024	.00	
								Account 60000 - Office Supplies Totals		Invoice Transactions 3	
										\$0.00	
Account 60010 - Operating Supplies											
4526 - Fifth Third Bank	1498-RS-01/24	Shive MasterCard 01/05/2024-02/05/2024	Paid by EFT # 86146		02/05/2024	02/05/2024	02/05/2024		02/26/2024	109.94	
3509 - DS Services of America, Inc. dba Primo Water NA	23913632012024	Mill Creek Water Delivery ON 1/18	Paid by EFT # 86128		01/20/2024	02/08/2024	02/08/2024		02/26/2024	20.96	
3245 - Paddock Publications (Daily Herald)	279552 MC	Mill Creek Sidewalk Bid Notice	Paid by Check # 383603		02/12/2024	02/13/2024	02/13/2024		02/26/2024	21.00	
								Account 60010 - Operating Supplies Totals		Invoice Transactions 3	
										\$151.90	
Account 63020 - Utilities- Intersect Lighting											
2253 - Nicor Gas	39058116755124	Mill Creek Utility Bill January 2024	Paid by Check # 383459		01/18/2024	01/24/2024	01/24/2024		02/13/2024	82.66	
								Account 63020 - Utilities- Intersect Lighting Totals		Invoice Transactions 1	
										\$82.66	
									Sub-Department 730 - Mill Creek Special Service Area Totals		\$28,538.20

Committee Revenue Budget Report - by Account Detail
Through February 29, 2024 (25.0% YTD)
***2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT**

Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
060 Information Technologies	\$ 2,500,431	\$ 2,845,395	\$ 3,349,568	\$ 2,640,902	\$ 2,591,885	\$ 3,474,573	72.6%	\$ 1,369,205	\$ 3,169,597	43.2%	
001 General Fund	\$ 982,017	\$ 1,018,313	\$ 1,114,650	\$ 1,151,772	\$ 1,208,784	\$ 1,251,913	96.6%	\$ 842,465	\$ 1,049,975	80.2%	
Revenue	\$ 982,017	\$ 1,018,313	\$ 1,114,650	\$ 1,151,772	\$ 1,208,784	\$ 1,251,913	96.6%	\$ 842,465	\$ 1,049,975	80.2%	
Other	\$ 175,675	\$ 124,770	\$ 143,335	\$ 98,380	\$ 157,673	\$ 264,361	59.6%	\$ 25,686	\$ 134,093	19.2%	
38900 - Miscellaneous Other	\$ 175,675	\$ 124,770	\$ 143,335	\$ 98,380	\$ 157,673	\$ 264,361	59.6%	\$ 25,686	\$ 134,093	19.2%	
Transfers In	\$ 730,434	\$ 767,608	\$ 767,608	\$ 790,924	\$ 778,306	\$ 912,304	85.3%	\$ 813,994	\$ 840,634	96.8%	
39000 - Transfer From Other Funds	\$ 730,434	\$ 767,608	\$ 767,608	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39001 - Transfer from Fund 001	\$ -	\$ -	\$ -	\$ -	\$ 17,478	\$ 17,478	100.0%	\$ -	\$ -	0.0%	
39010 - Transfer from Fund 010	\$ -	\$ -	\$ -	\$ 3,575	\$ 4,078	\$ 4,078	100.0%	\$ 3,981	\$ 3,981	100.0%	
39101 - Transfer from Fund 101	\$ -	\$ -	\$ -	\$ 31,282	\$ 33,616	\$ 33,616	100.0%	\$ 34,585	\$ 34,585	100.0%	
39120 - Transfer from Fund 120	\$ -	\$ -	\$ -	\$ 2,689	\$ 1,622	\$ 2,622	61.9%	\$ 191	\$ 2,228	8.6%	
39127 - Transfer from Fund 127	\$ -	\$ -	\$ -	\$ 25,000	\$ 35,196	\$ 35,196	100.0%	\$ 13,370	\$ 13,370	100.0%	
39150 - Transfer from Fund 150	\$ -	\$ -	\$ -	\$ -	\$ 4,370	\$ 4,370	100.0%	\$ 2,971	\$ 2,971	100.0%	
39160 - Transfer from Fund 160	\$ -	\$ -	\$ -	\$ 1,955	\$ 1,515	\$ 1,515	100.0%	\$ 594	\$ 594	100.0%	
39197 - Transfer from Fund 197	\$ -	\$ -	\$ -	\$ -	\$ 2,913	\$ 2,913	100.0%	\$ -	\$ -	0.0%	
39200 - Transfer from Fund 200	\$ -	\$ -	\$ -	\$ 25,137	\$ -	\$ 23,304	0.0%	\$ 23,770	\$ 23,770	100.0%	
39201 - Transfer from Fund 201	\$ -	\$ -	\$ -	\$ 36,309	\$ -	\$ 37,869	0.0%	\$ 11,885	\$ 11,885	100.0%	
39202 - Transfer from Fund 202	\$ -	\$ -	\$ -	\$ 11,172	\$ -	\$ 11,652	0.0%	\$ 5,942	\$ 5,942	100.0%	
39203 - Transfer from Fund 203	\$ -	\$ -	\$ -	\$ 13,965	\$ -	\$ 14,565	0.0%	\$ 8,914	\$ 8,914	100.0%	
39204 - Transfer from Fund 204	\$ -	\$ -	\$ -	\$ 8,379	\$ -	\$ 8,739	0.0%	\$ 5,942	\$ 5,942	100.0%	
39250 - Transfer from Fund 250	\$ -	\$ -	\$ -	\$ 5,585	\$ 5,826	\$ 5,826	100.0%	\$ 2,971	\$ 2,971	100.0%	
39269 - Transfer from Fund 269	\$ -	\$ -	\$ -	\$ 108,445	\$ 110,973	\$ 110,973	100.0%	\$ 105,650	\$ 105,650	100.0%	
39290 - Transfer from Fund 290	\$ -	\$ -	\$ -	\$ 30,719	\$ -	\$ 37,869	0.0%	\$ 38,626	\$ 38,626	100.0%	
39300 - Transfer from Fund 300	\$ -	\$ -	\$ -	\$ 172,588	\$ 184,111	\$ 184,111	100.0%	\$ 183,293	\$ 183,293	100.0%	
39302 - Transfer from Fund 302	\$ -	\$ -	\$ -	\$ 92,169	\$ 104,868	\$ 104,868	100.0%	\$ 109,934	\$ 109,934	100.0%	
39350 - Transfer from Fund 350	\$ -	\$ -	\$ -	\$ 175,936	\$ 180,606	\$ 180,606	100.0%	\$ 191,345	\$ 191,345	100.0%	
39351 - Transfer from Fund 351	\$ -	\$ -	\$ -	\$ 13,963	\$ 17,478	\$ 17,478	100.0%	\$ 18,124	\$ 18,124	100.0%	
39355 - Transfer from Fund 355	\$ -	\$ -	\$ -	\$ -	\$ 5,826	\$ 5,826	100.0%	\$ 5,942	\$ 5,942	100.0%	
39380 - Transfer from Fund 380	\$ -	\$ -	\$ -	\$ -	\$ 12,368	\$ 12,368	100.0%	\$ 11,885	\$ 11,885	100.0%	
39400 - Transfer from Fund 400	\$ -	\$ -	\$ -	\$ -	\$ 4,370	\$ 4,370	100.0%	\$ 2,228	\$ 2,228	100.0%	
39401 - Transfer from Fund 401	\$ -	\$ -	\$ -	\$ 6,721	\$ 4,456	\$ 2,330	191.2%	\$ 1,035	\$ 7,279	14.2%	
39402 - Transfer from Fund 402	\$ -	\$ -	\$ -	\$ 2,390	\$ 2,501	\$ 2,622	95.4%	\$ 245	\$ 2,823	8.7%	
39404 - Transfer from Fund 404	\$ -	\$ -	\$ -	\$ 2,688	\$ 2,951	\$ 2,622	112.5%	\$ 490	\$ 4,902	10.0%	
39406 - Transfer from Fund 406	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 146	0.0%	\$ -	\$ -	0.0%	
39409 - Transfer from Fund 409	\$ -	\$ -	\$ -	\$ 1,344	\$ 1,524	\$ 1,311	116.3%	\$ 218	\$ 1,634	13.3%	
39410 - Transfer from Fund 410	\$ -	\$ -	\$ -	\$ 3,137	\$ 1,466	\$ 3,059	47.9%	\$ 300	\$ 4,011	7.5%	
39412 - Transfer from Fund 412	\$ -	\$ -	\$ -	\$ -	\$ 3,303	\$ -	106.7%	\$ 1,362	\$ 2,971	45.8%	
39413 - Transfer from Fund 413	\$ -	\$ -	\$ -	\$ -	\$ 821	\$ -	0.0%	\$ 572	\$ 1,188	48.1%	
39414 - Transfer from Fund 414	\$ -	\$ -	\$ -	\$ -	\$ 2,091	\$ -	0.0%	\$ 1,035	\$ 5,051	20.5%	
39415 - Transfer from Fund 415	\$ -	\$ -	\$ -	\$ 8,962	\$ 2,716	\$ 8,739	48.1%	\$ -	\$ -	0.0%	
39420 - Transfer from Fund 420	\$ -	\$ -	\$ -	\$ 279	\$ 262	\$ 262	100.0%	\$ 267	\$ 267	100.0%	
39430 - Transfer from Fund 430	\$ -	\$ -	\$ -	\$ 1,396	\$ 3,641	\$ 3,641	100.0%	\$ 2,228	\$ 2,228	100.0%	
39520 - Transfer from Fund 520	\$ -	\$ -	\$ -	\$ 3,351	\$ 23,496	\$ 23,496	100.0%	\$ 23,090	\$ 23,090	100.0%	
39650 - Transfer from Fund 650	\$ -	\$ -	\$ -	\$ 1,788	\$ 1,864	\$ 1,864	100.0%	\$ 1,010	\$ 1,010	100.0%	
Charges for Services	\$ 75,908	\$ 125,935	\$ 203,707	\$ 262,467	\$ 272,805	\$ 75,248	362.5%	\$ 2,785	\$ 75,248	3.7%	
34020 - Computer Services Fees	\$ 75,908	\$ 125,935	\$ 203,707	\$ 262,467	\$ 272,805	\$ 75,248	362.5%	\$ 2,785	\$ 75,248	3.7%	
101 Geographic Information Systems	\$ 1,218,988	\$ 1,522,325	\$ 1,849,269	\$ 1,190,471	\$ 1,012,078	\$ 1,921,160	52.7%	\$ 229,240	\$ 1,802,004	12.7%	
Revenue	\$ 1,218,988	\$ 1,522,325	\$ 1,849,269	\$ 1,190,471	\$ 1,012,078	\$ 1,921,160	52.7%	\$ 229,240	\$ 1,802,004	12.7%	

Committee Revenue Budget Report - by Account Detail
Through February 29, 2024 (25.0% YTD)
***2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT**

Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
Interest Revenue	\$ 49,007	\$ 21,648	\$ (345)	\$ (17,399)	\$ 34,493	\$ 15,000	230.0%	\$ -	\$ 49,421	0.0%	
38000 - Investment Income	\$ 49,007	\$ 21,648	\$ (345)	\$ (17,399)	\$ 34,493	\$ 15,000	230.0%	\$ -	\$ 49,421	0.0%	
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 442,660	0.0%	\$ -	\$ 568,283	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 442,660	0.0%	\$ -	\$ 568,283	0.0%	
Reimbursements	\$ 6,996	\$ -	\$ 467	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
37900 - Miscellaneous Reimbursement	\$ 6,996	\$ -	\$ 467	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39000 - Transfer From Other Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Charges for Services	\$ 1,162,985	\$ 1,500,677	\$ 1,849,147	\$ 1,207,870	\$ 977,585	\$ 1,463,500	66.8%	\$ 229,240	\$ 1,184,300	19.4%	
34010 - GIS Counter Sale Fees	\$ 310	\$ -	\$ -	\$ 970	\$ 360	\$ 500	72.0%	\$ 60	\$ 500	12.0%	
34180 - GIS Fees	\$ 1,162,675	\$ 1,500,677	\$ 1,849,147	\$ 1,206,900	\$ 977,225	\$ 1,463,000	66.8%	\$ 229,180	\$ 1,183,800	19.4%	
385 IL Counties Information Mgmt	\$ 1,927	\$ 1	\$ (0)	\$ 4,341	\$ 43	\$ 4,000	1.1%	\$ -	\$ 1,058	0.0%	
Revenue	\$ 1,927	\$ 1	\$ (0)	\$ 4,341	\$ 43	\$ 4,000	1.1%	\$ -	\$ 1,058	0.0%	
Interest Revenue	\$ 47	\$ 1	\$ (0)	\$ (59)	\$ 43	\$ -	0.0%	\$ -	\$ 58	0.0%	
38000 - Investment Income	\$ 47	\$ 1	\$ (0)	\$ (59)	\$ 43	\$ -	0.0%	\$ -	\$ 58	0.0%	
Charges for Services	\$ 1,880	\$ -	\$ -	\$ 4,400	\$ -	\$ 4,000	0.0%	\$ -	\$ 1,000	0.0%	
35400 - ICIM Association Fees	\$ 1,880	\$ -	\$ -	\$ 4,400	\$ -	\$ 4,000	0.0%	\$ -	\$ 1,000	0.0%	
390 Web Technical Services	\$ 297,500	\$ 304,755	\$ 385,649	\$ 294,318	\$ 370,980	\$ 297,500	94.5%	\$ 297,500	\$ 316,560	94.0%	
Revenue	\$ 297,500	\$ 304,755	\$ 385,649	\$ 294,318	\$ 370,980	\$ 297,500	94.5%	\$ 297,500	\$ 316,560	94.0%	
Interest Revenue	\$ -	\$ 7,255	\$ 1,066	\$ (3,182)	\$ 13,480	\$ -	0.0%	\$ -	\$ 19,060	0.0%	
38000 - Investment Income	\$ -	\$ 7,255	\$ 1,066	\$ (3,182)	\$ 13,480	\$ -	0.0%	\$ -	\$ 19,060	0.0%	
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Transfers In	\$ 297,500	\$ 297,500	\$ 384,583	\$ 297,500	\$ 357,500	\$ 297,500	100.0%	\$ 297,500	\$ 297,500	100.0%	
39000 - Transfer From Other Funds	\$ 297,500	\$ 297,500	\$ 384,583	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39120 - Transfer from Fund 120	\$ -	\$ -	\$ -	\$ 297,500	\$ 297,500	\$ 297,500	100.0%	\$ 297,500	\$ 297,500	100.0%	
39355 - Transfer from Fund 355	\$ -	\$ -	\$ -	\$ -	\$ 60,000	\$ -	100.0%	\$ -	\$ -	0.0%	
Grand Total	\$ 2,500,431	\$ 2,845,395	\$ 3,349,568	\$ 2,640,902	\$ 2,591,885	\$ 3,474,573	72.6%	\$ 1,369,205	\$ 3,169,597	43.2%	

Committee Expense Budget Report - by Account Detail
Through February 29, 2024 (25.0% YTD, 23.08% Payroll Expense through Pay Period Ending 2/17/2024)
***2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT**

Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
060 Information Technologies	\$ 5,308,181	\$ 5,181,131	\$ 5,866,294	\$ 5,847,864	\$ 5,994,357	\$ 7,123,804	80.6%	\$ 1,257,002	\$ 6,730,362	18.7%	
001 General Fund	\$ 3,444,364	\$ 3,449,128	\$ 3,564,272	\$ 3,944,438	\$ 4,128,036	\$ 4,898,634	80.7%	\$ 842,445	\$ 4,610,740	18.3%	
Expenses	\$ 3,444,364	\$ 3,449,128	\$ 3,564,272	\$ 3,944,438	\$ 4,128,036	\$ 4,898,634	80.7%	\$ 842,445	\$ 4,610,740	18.3%	
Personnel Services- Salaries & Wages	\$ 2,547,271	\$ 2,639,437	\$ 2,698,146	\$ 2,899,576	\$ 3,045,455	\$ 3,194,477	93.6%	\$ 715,136	\$ 3,574,701	20.0%	
40000 - Salaries and Wages	\$ 2,509,646	\$ 2,777,868	\$ 2,799,147	\$ 2,945,311	\$ 3,011,703	\$ 3,270,904	94.2%	\$ 710,726	\$ 3,541,941	20.1%	
40002 - Non-Union Wage Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 98,423	0.0%	\$ -	\$ -	0.0%	
40005 - New Position Budget Moved to Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (225,000)	0.0%	\$ -	\$ -	0.0%	
40009 - Salaries and Wages Subsidy	\$ -	\$ (181,935)	\$ (131,547)	\$ (83,001)	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
40200 - Overtime Salaries	\$ 37,625	\$ 43,504	\$ 30,546	\$ 37,266	\$ 33,752	\$ 50,150	67.3%	\$ 4,410	\$ 32,760	13.5%	
Personnel Services- Employee Benefits	\$ 430,904	\$ 429,542	\$ 470,051	\$ 510,979	\$ 586,448	\$ 668,118	79.2%	\$ -	\$ -	0.0%	
45000 - Healthcare Contribution	\$ 418,315	\$ 447,385	\$ 477,542	\$ 509,801	\$ 572,413	\$ 652,081	79.2%	\$ -	\$ -	0.0%	
45009 - Healthcare Subsidy	\$ -	\$ (29,959)	\$ (20,483)	\$ (12,587)	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
45010 - Dental Contribution	\$ 12,589	\$ 13,105	\$ 13,593	\$ 14,089	\$ 14,034	\$ 16,037	80.5%	\$ -	\$ -	0.0%	
45019 - Dental Subsidy	\$ -	\$ (990)	\$ (601)	\$ (324)	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Contractual Services	\$ 382,440	\$ 293,895	\$ 314,455	\$ 441,969	\$ 397,485	\$ 915,089	39.7%	\$ 107,294	\$ 913,289	11.7%	
50150 - Contractual/Consulting Services	\$ 150,911	\$ 142,705	\$ 169,639	\$ 191,552	\$ 193,306	\$ 441,284	36.7%	\$ 82,060	\$ 441,284	18.6%	
50235 - Public Health Services - Coronavirus	\$ -	\$ -	\$ -	\$ 40,590	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
50340 - Software Licensing Cost	\$ 2,782	\$ 1,883	\$ 230	\$ -	\$ 76	\$ -	0.0%	\$ -	\$ -	0.0%	
52130 - Repairs and Maint- Computers	\$ 69,307	\$ 34,043	\$ 60,475	\$ 58,170	\$ 62,980	\$ 245,601	25.6%	\$ -	\$ 245,601	0.0%	
52140 - Repairs and Maint- Copiers	\$ 5,252	\$ -	\$ -	\$ -	\$ -	\$ 7,500	0.0%	\$ -	\$ 7,500	0.0%	
52150 - Repairs and Maint- Comm Equip	\$ 73,883	\$ 51,205	\$ 36,765	\$ 119,591	\$ 65,836	\$ 110,004	59.8%	\$ 23,742	\$ 110,004	21.6%	
52230 - Repairs and Maint- Vehicles	\$ 3,285	\$ 2,731	\$ 2,430	\$ 1,553	\$ 2,340	\$ 4,000	58.5%	\$ 29	\$ 4,000	0.7%	
52240 - Repairs and Maint- Office Equip	\$ -	\$ -	\$ 683	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
53040 - General Advertising	\$ 29	\$ -	\$ 67	\$ -	\$ 74	\$ 1,500	4.9%	\$ -	\$ 1,500	0.0%	
53100 - Conferences and Meetings	\$ 36,487	\$ 7,645	\$ 29,270	\$ 19,155	\$ 36,194	\$ 57,200	63.3%	\$ 762	\$ 59,400	1.3%	
53110 - Employee Training	\$ 37,459	\$ 52,629	\$ 14,034	\$ 9,589	\$ 35,586	\$ 41,000	86.8%	\$ 675	\$ 41,000	1.6%	
53120 - Employee Mileage Expense	\$ 1,135	\$ 934	\$ 862	\$ 1,485	\$ 1,093	\$ 3,000	36.4%	\$ 26	\$ 3,000	0.9%	
53130 - General Association Dues	\$ 1,910	\$ 120	\$ -	\$ 285	\$ -	\$ 4,000	0.0%	\$ -	\$ -	0.0%	
55005 - Miscellaneous Contractual Chargeback	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Commodities	\$ 83,748	\$ 86,255	\$ 81,619	\$ 91,913	\$ 98,649	\$ 120,950	81.6%	\$ 20,015	\$ 122,750	16.3%	
60000 - Office Supplies	\$ 10,704	\$ 12,984	\$ 19,232	\$ 25,282	\$ 17,035	\$ 20,000	85.2%	\$ 4,412	\$ 27,300	16.2%	
60020 - Computer Related Supplies	\$ 41,461	\$ 29,655	\$ 38,851	\$ 36,771	\$ 46,481	\$ 55,450	83.8%	\$ 7,044	\$ 55,450	12.7%	
60050 - Books and Subscriptions	\$ 2,003	\$ 1,510	\$ 1,387	\$ 330	\$ 259	\$ 2,000	13.0%	\$ -	\$ -	0.0%	
60060 - Computer Software- Non Capital	\$ -	\$ 1,212	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
60110 - Printing Supplies	\$ 24,996	\$ 36,360	\$ 17,498	\$ 22,497	\$ 26,071	\$ 36,000	72.4%	\$ 8,015	\$ 36,000	22.3%	
60265 - Public Health Commodities - Coronavirus	\$ -	\$ -	\$ 94	\$ 2,535	\$ 4,960	\$ -	0.0%	\$ -	\$ -	0.0%	
60570 - Office Furniture - Non-Capital	\$ 3,024	\$ 3,450	\$ 2,600	\$ 1,806	\$ 1,569	\$ 2,500	62.7%	\$ -	\$ -	0.0%	
63040 - Fuel- Vehicles	\$ 1,560	\$ 1,084	\$ 1,805	\$ 2,692	\$ 2,274	\$ 5,000	45.5%	\$ 544	\$ 4,000	13.6%	
64000 - Telephone	\$ -	\$ -	\$ 152	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
70060 - Communications Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
70070 - Automotive Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
101 Geographic Information Systems	\$ 1,695,942	\$ 1,550,965	\$ 1,605,818	\$ 1,528,759	\$ 1,570,561	\$ 1,921,160	81.8%	\$ 265,584	\$ 1,802,004	14.7%	
Expenses	\$ 1,695,942	\$ 1,550,965	\$ 1,605,818	\$ 1,528,759	\$ 1,570,561	\$ 1,921,160	81.8%	\$ 265,584	\$ 1,802,004	14.7%	
Personnel Services- Salaries & Wages	\$ 726,404	\$ 722,995	\$ 749,673	\$ 749,172	\$ 706,312	\$ 800,756	88.2%	\$ 161,102	\$ 757,089	21.3%	
40000 - Salaries and Wages	\$ 722,669	\$ 735,728	\$ 749,325	\$ 748,569	\$ 706,055	\$ 774,930	91.1%	\$ 161,102	\$ 732,609	22.0%	
40002 - Non-Union Wage Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,318	0.0%	\$ -	\$ 1	0.0%	
40003 - Cost of Living Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 21,979	0.0%	
40009 - Salaries and Wages Subsidy	\$ -	\$ (13,368)	\$ (26)	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
40100 - Part-Time Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
40200 - Overtime Salaries	\$ 3,734	\$ 635	\$ 374	\$ 604	\$ 257	\$ 2,508	10.2%	\$ -	\$ 2,500	0.0%	
Personnel Services- Employee Benefits	\$ 234,981	\$ 239,971	\$ 258,468	\$ 247,435	\$ 222,489	\$ 262,802	84.7%	\$ 49,387	\$ 219,626	22.5%	

Committee Expense Budget Report - by Account Detail
Through February 29, 2024 (25.0% YTD, 23.08% Payroll Expense through Pay Period Ending 2/17/2024)
***2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT**

Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
45000 - Healthcare Contribution	\$ 126,152	\$ 128,499	\$ 133,962	\$ 138,204	\$ 130,547	\$ 155,662	83.9%	\$ 29,377	\$ 123,526	23.8%	
45009 - Healthcare Subsidy	\$ -	\$ (1,589)	\$ (2)	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
45010 - Dental Contribution	\$ 4,432	\$ 4,250	\$ 4,646	\$ 4,393	\$ 3,899	\$ 4,643	84.0%	\$ 911	\$ 3,813	23.9%	
45019 - Dental Subsidy	\$ -	\$ (110)	\$ (0)	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
45100 - FICA/SS Contribution	\$ 53,333	\$ 54,177	\$ 55,833	\$ 55,776	\$ 52,376	\$ 61,258	85.5%	\$ 11,879	\$ 57,726	20.6%	
45109 - FICA/SS Subsidy	\$ -	\$ (921)	\$ (2)	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
45200 - IMRF Contribution	\$ 51,064	\$ 56,739	\$ 64,033	\$ 49,063	\$ 35,667	\$ 41,239	86.5%	\$ 7,220	\$ 34,561	20.9%	
45209 - IMRF Subsidy	\$ -	\$ (1,075)	\$ (2)	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Contractual Services	\$ 660,114	\$ 466,116	\$ 531,351	\$ 459,369	\$ 583,465	\$ 685,514	85.1%	\$ 19,881	\$ 678,473	2.9%	
50150 - Contractual/Consulting Services	\$ 382,178	\$ 186,471	\$ 234,851	\$ 144,969	\$ 255,829	\$ 312,097	82.0%	\$ 210	\$ 311,797	0.1%	
52130 - Repairs and Maint- Computers	\$ 230,650	\$ 238,475	\$ 250,007	\$ 264,816	\$ 279,018	\$ 301,766	92.5%	\$ 17,794	\$ 297,546	6.0%	
53000 - Liability Insurance	\$ 13,492	\$ 15,373	\$ 14,248	\$ 17,935	\$ 23,309	\$ 23,309	100.0%	\$ -	\$ 22,785	0.0%	
53010 - Workers Compensation	\$ 18,038	\$ 18,756	\$ 22,346	\$ 21,645	\$ 17,722	\$ 17,722	100.0%	\$ -	\$ 15,678	0.0%	
53020 - Unemployment Claims	\$ 794	\$ 443	\$ 450	\$ 542	\$ 320	\$ 320	100.0%	\$ -	\$ 367	0.0%	
53100 - Conferences and Meetings	\$ 10,807	\$ 2,310	\$ 1,332	\$ 897	\$ 480	\$ 7,000	6.9%	\$ 297	\$ 7,000	4.2%	
53110 - Employee Training	\$ 2,346	\$ 1,793	\$ 6,003	\$ 5,905	\$ 4,116	\$ 20,000	20.6%	\$ -	\$ 20,000	0.0%	
53120 - Employee Mileage Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300	0.0%	\$ -	\$ 300	0.0%	
53130 - General Association Dues	\$ 1,810	\$ 2,495	\$ 2,115	\$ 2,660	\$ 2,670	\$ 3,000	89.0%	\$ 1,580	\$ 3,000	52.7%	
Commodities	\$ 15,150	\$ 13,851	\$ 15,394	\$ 19,955	\$ 11,781	\$ 39,200	30.1%	\$ 629	\$ 28,231	2.2%	
60000 - Office Supplies	\$ 2,172	\$ 2,424	\$ 2,559	\$ 1,368	\$ 1,009	\$ 7,000	14.4%	\$ 29	\$ 2,600	1.1%	
60010 - Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
60020 - Computer Related Supplies	\$ 2,277	\$ 3,048	\$ 3,806	\$ 6,454	\$ 2,823	\$ 11,000	25.7%	\$ -	\$ 6,031	0.0%	
60050 - Books and Subscriptions	\$ 1,199	\$ -	\$ 1,178	\$ 1,042	\$ 2,334	\$ 4,000	58.4%	\$ 600	\$ 4,000	15.0%	
60060 - Computer Software- Non Capital	\$ 2,537	\$ 3,419	\$ 2,712	\$ 2,771	\$ -	\$ 5,000	0.0%	\$ -	\$ 3,500	0.0%	
60070 - Computer Hardware- Non Capital	\$ 2,114	\$ 298	\$ 298	\$ 3,005	\$ 85	\$ 6,000	1.4%	\$ -	\$ 4,100	0.0%	
60265 - Public Health Commodities - Coronavirus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
64000 - Telephone	\$ 3,183	\$ 3,168	\$ 3,395	\$ 4,593	\$ 3,627	\$ 4,700	77.2%	\$ -	\$ 6,000	0.0%	
64010 - Cellular Phone	\$ 1,669	\$ 1,495	\$ 1,446	\$ 722	\$ 1,903	\$ 1,500	126.9%	\$ -	\$ 2,000	0.0%	
Transfers Out	\$ 42,304	\$ 42,304	\$ 42,304	\$ 31,282	\$ 33,616	\$ 33,616	100.0%	\$ 34,585	\$ 34,585	100.0%	
99000 - Transfer To Other Funds	\$ 42,304	\$ 42,304	\$ 42,304	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
99001 - Transfer to Fund 001	\$ -	\$ -	\$ -	\$ 31,282	\$ 33,616	\$ 33,616	100.0%	\$ 34,585	\$ 34,585	100.0%	
Capital	\$ 16,988	\$ 65,729	\$ 8,627	\$ 21,545	\$ 12,899	\$ 99,272	13.0%	\$ -	\$ 84,000	0.0%	
70000 - Computers	\$ 1,767	\$ 65,729	\$ 2,137	\$ 15,304	\$ -	\$ 70,272	0.0%	\$ -	\$ 64,000	0.0%	
70020 - Computer Software- Capital	\$ -	\$ -	\$ 6,490	\$ 5,192	\$ -	\$ 17,000	0.0%	\$ -	\$ 12,000	0.0%	
70050 - Printers	\$ -	\$ -	\$ -	\$ 1,049	\$ 12,899	\$ 12,000	107.5%	\$ -	\$ 8,000	0.0%	
70080 - Office Furniture	\$ 15,222	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
354 Mass Vaccination Fund	\$ -	\$ -	\$ 210,271	\$ 5,951	\$ -	\$ 2,510	0.0%	\$ -	\$ -	0.0%	
Expenses	\$ -	\$ -	\$ 210,271	\$ 5,951	\$ -	\$ 2,510	0.0%	\$ -	\$ -	0.0%	
Contractual Services	\$ -	\$ -	\$ 55,422	\$ 2,256	\$ -	\$ 1,770	0.0%	\$ -	\$ -	0.0%	
50150 - Contractual/Consulting Services	\$ -	\$ -	\$ 34,286	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
50340 - Software Licensing Cost	\$ -	\$ -	\$ 21,136	\$ 2,256	\$ -	\$ 1,770	0.0%	\$ -	\$ -	0.0%	
Commodities	\$ -	\$ -	\$ 131,983	\$ 3,695	\$ -	\$ 740	0.0%	\$ -	\$ -	0.0%	
60010 - Operating Supplies	\$ -	\$ -	\$ 122,350	\$ -	\$ -	\$ 200	0.0%	\$ -	\$ -	0.0%	
60110 - Printing Supplies	\$ -	\$ -	\$ 7,267	\$ 2,560	\$ -	\$ 300	0.0%	\$ -	\$ -	0.0%	
64010 - Cellular Phone	\$ -	\$ -	\$ 1,156	\$ -	\$ -	\$ 80	0.0%	\$ -	\$ -	0.0%	
64020 - Internet	\$ -	\$ -	\$ 1,210	\$ 1,135	\$ -	\$ 160	0.0%	\$ -	\$ -	0.0%	
Capital	\$ -	\$ -	\$ 22,866	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
70000 - Computers	\$ -	\$ -	\$ 22,866	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
385 IL Counties Information Mgmt	\$ 2,890	\$ 127	\$ -	\$ 2,801	\$ 723	\$ 4,000	18.1%	\$ 24	\$ 1,058	2.3%	
Expenses	\$ 2,890	\$ 127	\$ -	\$ 2,801	\$ 723	\$ 4,000	18.1%	\$ 24	\$ 1,058	2.3%	
Contractual Services	\$ 2,890	\$ 127	\$ -	\$ 2,801	\$ 723	\$ 4,000	18.1%	\$ 24	\$ 1,058	2.3%	

Committee Expense Budget Report - by Account Detail
Through February 29, 2024 (25.0% YTD, 23.08% Payroll Expense through Pay Period Ending 2/17/2024)
***2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT**

Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
53100 - Conferences and Meetings	\$ 2,890	\$ 127	\$ -	\$ 2,801	\$ 723	\$ 4,000	18.1%	\$ 24	\$ 1,058	2.3%	
390 Web Technical Services	\$ 164,986	\$ 180,911	\$ 485,934	\$ 365,916	\$ 295,036	\$ 297,500	75.2%	\$ 148,949	\$ 316,560	47.1%	
Expenses	\$ 164,986	\$ 180,911	\$ 485,934	\$ 365,916	\$ 295,036	\$ 297,500	75.2%	\$ 148,949	\$ 316,560	47.1%	
Contractual Services	\$ 134,981	\$ 180,911	\$ 455,934	\$ 365,916	\$ 295,036	\$ 297,500	75.2%	\$ 148,949	\$ 316,560	47.1%	
50150 - Contractual/Consulting Services	\$ 39,142	\$ 50,663	\$ 273,951	\$ 181,096	\$ 23,115	\$ 150,000	15.4%	\$ 72,536	\$ 139,060	52.2%	
50235 - Public Health Services - Coronavirus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
50340 - Software Licensing Cost	\$ 95,840	\$ 130,248	\$ 181,138	\$ 184,820	\$ 267,359	\$ 139,500	114.0%	\$ 77,019	\$ 169,500	45.4%	
52130 - Repairs and Maint- Computers	\$ -	\$ -	\$ 844	\$ -	\$ 4,563	\$ 8,000	57.0%	\$ (605)	\$ 8,000	-7.6%	
Commodities	\$ 30,005	\$ -	\$ 30,000	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
60050 - Books and Subscriptions	\$ 30,005	\$ -	\$ 30,000	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Grand Total	\$ 5,308,181	\$ 5,181,131	\$ 5,866,294	\$ 5,847,864	\$ 5,994,357	\$ 7,123,804	80.6%	\$ 1,257,002	\$ 6,730,362	18.7%	

Committee Revenue Budget Report - by Account Detail

Through February 29, 2024 (25.0% YTD)

*2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT

Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
080 Building Management	\$ 52,847	\$ 44,983	\$ 39,335	\$ 39,923	\$ 30,557	\$ 50,659	60.3%	\$ 5,088	\$ 50,659	10.0%	
001 General Fund	\$ 52,847	\$ 44,983	\$ 39,335	\$ 39,923	\$ 30,557	\$ 50,659	60.3%	\$ 5,088	\$ 50,659	10.0%	
Revenue	\$ 52,847	\$ 44,983	\$ 39,335	\$ 39,923	\$ 30,557	\$ 50,659	60.3%	\$ 5,088	\$ 50,659	10.0%	
Other	\$ 52,847	\$ 44,983	\$ 39,335	\$ 39,923	\$ 30,557	\$ 50,659	60.3%	\$ 5,088	\$ 50,659	10.0%	
38500 - Rental Income	\$ 52,847	\$ 44,983	\$ 39,335	\$ 39,923	\$ 30,557	\$ 50,659	60.3%	\$ 5,088	\$ 50,659	10.0%	
Grand Total	\$ 52,847	\$ 44,983	\$ 39,335	\$ 39,923	\$ 30,557	\$ 50,659	60.3%	\$ 5,088	\$ 50,659	10.0%	

Committee Expense Budget Report - by Account Detail
Through February 29, 2024 (25.0% YTD, 23.08% Payroll Expense through Pay Period Ending 2/17/2024)
***2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT**

Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
080 Building Management	\$ 4,720,854	\$ 4,672,802	\$ 5,229,565	\$ 5,582,604	\$ 9,750,117	\$ 8,351,510	107.7%	\$ 1,474,194	\$ 7,735,992	19.1%	
001 General Fund	\$ 4,720,854	\$ 4,672,802	\$ 5,003,744	\$ 5,552,935	\$ 9,746,277	\$ 8,331,335	107.9%	\$ 1,474,194	\$ 7,735,992	19.1%	
Expenses	\$ 4,720,854	\$ 4,672,802	\$ 5,003,744	\$ 5,552,935	\$ 9,746,277	\$ 8,331,335	107.9%	\$ 1,474,194	\$ 7,735,992	19.1%	
Personnel Services- Salaries & Wages	\$ 1,198,703	\$ 1,188,014	\$ 1,179,315	\$ 1,259,674	\$ 1,872,852	\$ 1,553,306	92.6%	\$ 496,230	\$ 2,857,055	17.4%	
40000 - Salaries and Wages	\$ 1,184,597	\$ 1,182,884	\$ 1,156,776	\$ 1,237,804	\$ 1,814,385	\$ 1,875,352	93.0%	\$ 475,653	\$ 2,790,532	17.0%	
40002 - Non-Union Wage Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56,430	0.0%	\$ -	\$ -	0.0%	
40005 - New Position Budget Moved to Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (445,000)	0.0%	\$ -	\$ -	0.0%	
40009 - Salaries and Wages Subsidy	\$ -	\$ (13,565)	\$ (1,050)	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
40200 - Overtime Salaries	\$ 14,107	\$ 18,695	\$ 23,588	\$ 21,870	\$ 58,467	\$ 66,524	87.9%	\$ 20,577	\$ 66,523	30.9%	
Personnel Services- Employee Benefits	\$ 249,365	\$ 256,074	\$ 214,371	\$ 212,401	\$ 365,217	\$ 306,054	67.4%	\$ -	\$ -	0.0%	
45000 - Healthcare Contribution	\$ 240,663	\$ 251,925	\$ 207,573	\$ 205,742	\$ 355,728	\$ 298,716	67.1%	\$ -	\$ -	0.0%	
45009 - Healthcare Subsidy	\$ -	\$ (4,402)	\$ (437)	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
45010 - Dental Contribution	\$ 8,702	\$ 8,685	\$ 7,250	\$ 6,660	\$ 9,489	\$ 7,338	80.1%	\$ -	\$ -	0.0%	
45019 - Dental Subsidy	\$ -	\$ (133)	\$ (15)	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
45100 - FICA/SS Contribution	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
45200 - IMRF Contribution	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Contractual Services	\$ 1,440,725	\$ 1,608,321	\$ 1,901,607	\$ 2,458,862	\$ 5,388,728	\$ 2,848,097	189.2%	\$ 644,545	\$ 2,753,557	23.4%	
50150 - Contractual/Consulting Services	\$ -	\$ -	\$ 1,690	\$ -	\$ 8,720	\$ -	0.0%	\$ 2,120	\$ -	0.0%	
50235 - Public Health Services - Coronavirus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
52000 - Disposal and Water Softener Svcs	\$ 39,062	\$ 28,524	\$ 32,120	\$ 49,460	\$ 62,419	\$ 68,286	91.4%	\$ 17,775	\$ 68,300	26.0%	
52010 - Janitorial Services	\$ 426,091	\$ 527,208	\$ 562,026	\$ 620,390	\$ 957,054	\$ 961,100	99.6%	\$ 75,142	\$ 54,200	138.6%	
52020 - Repairs and Maintenance- Roads	\$ 141,131	\$ 85,241	\$ 127,623	\$ 130,218	\$ 302,504	\$ 490,080	61.7%	\$ 66,676	\$ 490,100	13.6%	
52110 - Repairs and Maint- Buildings	\$ 415,021	\$ 499,114	\$ 461,839	\$ 802,148	\$ 2,044,780	\$ 637,516	320.7%	\$ 267,855	\$ 1,210,658	22.1%	
52120 - Repairs and Maint- Grounds	\$ 72,794	\$ 64,098	\$ 134,647	\$ 183,371	\$ 224,009	\$ 136,708	163.9%	\$ 6,480	\$ 136,750	4.7%	
52160 - Repairs and Maint- Equipment	\$ 136,717	\$ 192,813	\$ 351,158	\$ 461,410	\$ 1,448,110	\$ 281,866	513.8%	\$ 174,854	\$ 480,000	36.4%	
52190 - Equipment Rental	\$ -	\$ -	\$ -	\$ -	\$ 4,284	\$ 572	749.0%	\$ -	\$ 10,000	0.0%	
52210 - Building Lease	\$ 130,000	\$ 130,053	\$ 130,000	\$ 129,769	\$ 160,017	\$ 130,000	123.1%	\$ 27,371	\$ 130,000	21.1%	
52220 - Equipment Lease	\$ 1,520	\$ 187	\$ 17,325	\$ 18,258	\$ 41,239	\$ 27,456	150.2%	\$ 1,097	\$ 27,500	4.0%	
52230 - Repairs and Maint- Vehicles	\$ 13,403	\$ 18,474	\$ 26,594	\$ 23,328	\$ 68,473	\$ 29,744	230.2%	\$ 314	\$ 55,000	0.6%	
52260 - Grease Trap- Septic Services	\$ 7,495	\$ 8,645	\$ 8,285	\$ 8,600	\$ 7,507	\$ 9,952	75.4%	\$ 720	\$ 9,952	7.2%	
53060 - General Printing	\$ 57,441	\$ 53,965	\$ 45,727	\$ 31,753	\$ 59,612	\$ 68,640	86.8%	\$ 4,096	\$ 68,640	6.0%	
53110 - Employee Training	\$ 50	\$ -	\$ 2,574	\$ 155	\$ -	\$ 5,720	0.0%	\$ 45	\$ 12,000	0.4%	
53120 - Employee Mileage Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 457	0.0%	\$ -	\$ 457	0.0%	
Commodities	\$ 1,832,060	\$ 1,620,393	\$ 1,708,452	\$ 1,621,997	\$ 2,119,480	\$ 3,623,878	58.5%	\$ 333,418	\$ 2,125,380	15.7%	
60010 - Operating Supplies	\$ 7,378	\$ 8,468	\$ 7,026	\$ 3,834	\$ 12,818	\$ 13,041	98.3%	\$ 1,960	\$ 13,041	15.0%	
60020 - Computer Related Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 572	0.0%	\$ -	\$ 572	0.0%	
60030 - Self-Mailer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
60040 - Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
60090 - Utilities- Sewer	\$ 139,946	\$ 136,863	\$ 138,959	\$ 129,598	\$ 157,035	\$ 372,178	42.2%	\$ 21,261	\$ 150,000	14.2%	
60100 - Utilities- Water	\$ 112,163	\$ 110,421	\$ 122,847	\$ 125,061	\$ 134,703	\$ 363,439	37.1%	\$ 19,199	\$ 363,439	5.3%	
60110 - Printing Supplies	\$ 64,484	\$ 42,236	\$ 47,006	\$ 66,451	\$ 64,270	\$ 80,080	80.3%	\$ 15,952	\$ 80,080	19.9%	
60160 - Cleaning Supplies	\$ 47,269	\$ 61,004	\$ 56,889	\$ 64,325	\$ 158,431	\$ 86,891	182.3%	\$ 11,197	\$ 86,891	12.9%	
60210 - Uniform Supplies	\$ 3,418	\$ 3,455	\$ 4,140	\$ 2,893	\$ 12,575	\$ 8,331	150.9%	\$ 1,120	\$ 8,331	13.4%	
60250 - Medical Supplies and Drugs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 146	0.0%	\$ -	\$ 146	0.0%	
60265 - Public Health Commodities - Coronavirus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
63000 - Utilities- Natural Gas	\$ 213,856	\$ 167,898	\$ 142,703	\$ 205,239	\$ 253,514	\$ 505,238	50.2%	\$ 2,097	\$ 300,000	0.7%	
63010 - Utilities- Electric	\$ 1,230,715	\$ 1,076,655	\$ 1,171,352	\$ 999,033	\$ 1,304,813	\$ 2,171,082	60.1%	\$ 260,632	\$ 1,100,000	23.7%	
63040 - Fuel- Vehicles	\$ 12,831	\$ 13,392	\$ 17,530	\$ 25,563	\$ 21,322	\$ 22,880	93.2%	\$ -	\$ 22,880	0.0%	
64000 - Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
354 Mass Vaccination Fund	\$ -	\$ -	\$ 225,821	\$ 29,669	\$ 3,840	\$ 20,175	19.0%	\$ -	\$ -	0.0%	
Expenses	\$ -	\$ -	\$ 225,821	\$ 29,669	\$ 3,840	\$ 20,175	19.0%	\$ -	\$ -	0.0%	
Contractual Services	\$ -	\$ -	\$ 201,722	\$ 29,669	\$ 3,840	\$ 11,842	32.4%	\$ -	\$ -	0.0%	

Committee Expense Budget Report - by Account Detail
Through February 29, 2024 (25.0% YTD, 23.08% Payroll Expense through Pay Period Ending 2/17/2024)
***2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT**

Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
50150 - Contractual/Consulting Services	\$ -	\$ -	\$ 201,722	\$ 29,669	\$ 3,840	\$ 11,842	32.4%	\$ -	\$ -	0.0%	
Commodities	\$ -	\$ -	\$ 24,099	\$ -	\$ -	\$ 8,333	0.0%	\$ -	\$ -	0.0%	
60010 - Operating Supplies	\$ -	\$ -	\$ 24,099	\$ -	\$ -	\$ 8,333	0.0%	\$ -	\$ -	0.0%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Grand Total	\$ 4,720,854	\$ 4,672,802	\$ 5,229,565	\$ 5,582,604	\$ 9,750,117	\$ 8,351,510	107.7%	\$ 1,474,194	\$ 7,735,992	19.1%	

Committee Revenue Budget Report - by Account Detail
Through February 29, 2024 (25.0% YTD)
***2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT**

Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
690 Development	\$ 703,117	\$ 692,503	\$ 695,338	\$ 858,192	\$ 924,262	\$ 1,009,409	91.6%	\$ -	\$ 990,152	0.0%	
520 Mill Creek Special Service Area	\$ 703,117	\$ 692,503	\$ 695,338	\$ 858,192	\$ 924,262	\$ 1,009,409	91.6%	\$ -	\$ 990,152	0.0%	
Revenue	\$ 703,117	\$ 692,503	\$ 695,338	\$ 858,192	\$ 924,262	\$ 1,009,409	91.6%	\$ -	\$ 990,152	0.0%	
Interest Revenue	\$ 26,296	\$ 14,349	\$ (871)	\$ (20,964)	\$ 44,390	\$ 5,103	869.9%	\$ -	\$ 48,344	0.0%	
38000 - Investment Income	\$ 26,296	\$ 14,349	\$ (871)	\$ (20,964)	\$ 44,390	\$ 5,103	869.9%	\$ -	\$ 48,344	0.0%	
Other	\$ -	\$ -	\$ 1,123	\$ -	\$ -	\$ 124,806	0.0%	\$ -	\$ 2,128	0.0%	
38900 - Miscellaneous Other	\$ -	\$ -	\$ 1,123	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124,806	0.0%	\$ -	\$ 2,128	0.0%	
Transfers In	\$ -	\$ -	\$ 15,300	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39000 - Transfer From Other Funds	\$ -	\$ -	\$ 15,300	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Property Taxes	\$ 676,821	\$ 678,154	\$ 679,786	\$ 879,156	\$ 879,873	\$ 879,500	100.0%	\$ -	\$ 939,680	0.0%	
30000 - Property Taxes	\$ 676,821	\$ 678,154	\$ 679,786	\$ 879,156	\$ 879,873	\$ 879,500	100.0%	\$ -	\$ 939,680	0.0%	
30005 - Property Tax Revenue Recapture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Grand Total	\$ 703,117	\$ 692,503	\$ 695,338	\$ 858,192	\$ 924,262	\$ 1,009,409	91.6%	\$ -	\$ 990,152	0.0%	

Committee Expense Budget Report - by Account Detail
Through February 29, 2024 (25.0% YTD, 23.08% Payroll Expense through Pay Period Ending 2/17/2024)
***2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT**

Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
690 Development	\$ 740,625	\$ 600,594	\$ 475,968	\$ 761,480	\$ 793,545	\$ 1,009,409	78.6%	\$ 129,417	\$ 990,152	13.1%	
520 Mill Creek Special Service Area	\$ 740,625	\$ 600,594	\$ 475,968	\$ 761,480	\$ 793,545	\$ 1,009,409	78.6%	\$ 129,417	\$ 990,152	13.1%	
Expenses	\$ 740,625	\$ 600,594	\$ 475,968	\$ 761,480	\$ 793,545	\$ 1,009,409	78.6%	\$ 129,417	\$ 990,152	13.1%	
Personnel Services- Salaries & Wages	\$ 52,162	\$ 45,013	\$ 42,729	\$ 68,650	\$ 69,244	\$ 69,758	99.3%	\$ 15,245	\$ 70,338	21.7%	
40000 - Salaries and Wages	\$ 52,162	\$ 44,797	\$ 42,729	\$ 68,650	\$ 69,244	\$ 69,758	99.3%	\$ 15,245	\$ 68,289	22.3%	
40003 - Cost of Living Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 2,049	0.0%	
40200 - Overtime Salaries	\$ -	\$ 216	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Personnel Services- Employee Benefits	\$ 9,156	\$ 8,225	\$ 15,738	\$ 27,854	\$ 27,112	\$ 28,041	96.7%	\$ 6,830	\$ 8,603	79.4%	
45000 - Healthcare Contribution	\$ 707	\$ 729	\$ 8,616	\$ 17,848	\$ 18,167	\$ 19,085	95.2%	\$ 5,003	\$ -	0.0%	
45010 - Dental Contribution	\$ 661	\$ 495	\$ 27	\$ 14	\$ -	\$ 27	0.0%	\$ -	\$ -	0.0%	
45100 - FICA/SS Contribution	\$ 3,959	\$ 3,421	\$ 3,300	\$ 5,292	\$ 5,321	\$ 5,336	99.7%	\$ 1,137	\$ 5,381	21.1%	
45200 - IMRF Contribution	\$ 3,829	\$ 3,580	\$ 3,795	\$ 4,699	\$ 3,624	\$ 3,593	100.9%	\$ 690	\$ 3,222	21.4%	
Contractual Services	\$ 659,097	\$ 531,464	\$ 399,917	\$ 648,894	\$ 653,929	\$ 858,814	76.1%	\$ 80,505	\$ 858,821	9.4%	
50150 - Contractual/Consulting Services	\$ 41,234	\$ 19,633	\$ 13,040	\$ 1,678	\$ 70,886	\$ 40,200	176.3%	\$ 6,625	\$ 40,200	16.5%	
50160 - Legal Services	\$ 3,158	\$ 1,035	\$ 2,363	\$ 495	\$ 1,890	\$ 6,000	31.5%	\$ -	\$ 6,000	0.0%	
50480 - Security Services	\$ 11,400	\$ 5,760	\$ 1,200	\$ -	\$ -	\$ 9,000	0.0%	\$ -	\$ 9,000	0.0%	
52020 - Repairs and Maintenance- Roads	\$ 54,241	\$ 62,640	\$ 67,863	\$ 65,112	\$ 92,267	\$ 110,000	83.9%	\$ 16,000	\$ 110,000	14.5%	
52120 - Repairs and Maint- Grounds	\$ 314,976	\$ 285,177	\$ 274,772	\$ 489,548	\$ 426,956	\$ 579,000	73.7%	\$ 52,889	\$ 529,000	10.0%	
52180 - Building Space Rental	\$ 12,547	\$ 11,960	\$ 13,416	\$ 12,185	\$ 12,644	\$ 17,000	74.4%	\$ 2,172	\$ 17,000	12.8%	
52230 - Repairs and Maint- Vehicles	\$ -	\$ -	\$ 682	\$ 748	\$ 8,071	\$ 2,500	322.9%	\$ -	\$ 2,500	0.0%	
52250 - Intersect Lighting Services	\$ 19,380	\$ 6,012	\$ 10,643	\$ 75,506	\$ 37,418	\$ 25,000	149.7%	\$ 2,819	\$ 25,000	11.3%	
53000 - Liability Insurance	\$ 957	\$ 1,116	\$ 1,032	\$ 1,619	\$ 2,037	\$ 2,037	100.0%	\$ -	\$ 2,124	0.0%	
53010 - Workers Compensation	\$ 1,279	\$ 1,361	\$ 1,618	\$ 1,954	\$ 1,549	\$ 1,549	100.0%	\$ -	\$ 1,462	0.0%	
53020 - Unemployment Claims	\$ 57	\$ 33	\$ 33	\$ 49	\$ 28	\$ 28	100.0%	\$ -	\$ 35	0.0%	
53060 - General Printing	\$ 117	\$ 41	\$ 69	\$ -	\$ 183	\$ 1,000	18.3%	\$ -	\$ 1,000	0.0%	
53070 - Legal Printing	\$ 60	\$ 354	\$ 207	\$ -	\$ -	\$ 500	0.0%	\$ -	\$ 500	0.0%	
53100 - Conferences and Meetings	\$ -	\$ -	\$ 31	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
53110 - Employee Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
53120 - Employee Mileage Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
55000 - Miscellaneous Contractual Exp	\$ 199,692	\$ 136,343	\$ 12,950	\$ -	\$ -	\$ 65,000	0.0%	\$ -	\$ 115,000	0.0%	
Commodities	\$ 17,810	\$ 13,491	\$ 15,184	\$ 10,331	\$ 17,364	\$ 26,900	64.6%	\$ 1,346	\$ 26,900	5.0%	
60000 - Office Supplies	\$ 394	\$ 34	\$ 960	\$ 1,599	\$ 3,965	\$ 2,500	158.6%	\$ 87	\$ 2,500	3.5%	
60010 - Operating Supplies	\$ 4,847	\$ 4,334	\$ 4,589	\$ 341	\$ 3,585	\$ 3,000	119.5%	\$ 262	\$ 3,000	8.7%	
60040 - Postage	\$ 1,596	\$ -	\$ 821	\$ -	\$ -	\$ 1,500	0.0%	\$ -	\$ 1,500	0.0%	
63020 - Utilities- Intersect Lighting	\$ 10,973	\$ 9,122	\$ 8,343	\$ 7,347	\$ 9,217	\$ 17,100	53.9%	\$ 997	\$ 17,100	5.8%	
63040 - Fuel- Vehicles	\$ -	\$ -	\$ 188	\$ 45	\$ 99	\$ 2,000	5.0%	\$ -	\$ 2,000	0.0%	
64010 - Cellular Phone	\$ -	\$ -	\$ 283	\$ 998	\$ 498	\$ 800	62.3%	\$ -	\$ 800	0.0%	
Transfers Out	\$ 2,400	\$ 2,400	\$ 2,400	\$ 5,751	\$ 25,896	\$ 25,896	100.0%	\$ 25,490	\$ 25,490	100.0%	
99000 - Transfer To Other Funds	\$ 2,400	\$ 2,400	\$ 2,400	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
99001 - Transfer to Fund 001	\$ -	\$ -	\$ -	\$ 5,751	\$ 25,896	\$ 25,896	100.0%	\$ 25,490	\$ 25,490	100.0%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Grand Total	\$ 740,625	\$ 600,594	\$ 475,968	\$ 761,480	\$ 793,545	\$ 1,009,409	78.6%	\$ 129,417	\$ 990,152	13.1%	

Committee Revenue Budget Report - by Account Detail
Through February 29, 2024 (25.0% YTD)
***2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT**

Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
800 Other- Countywide Expenses	\$ 3,392,392	\$ 3,428,025	\$ 7,798,571	\$ 6,646,012	\$ 12,952,308	\$ 9,591,595	67.1%	\$ 134,767	\$ 13,805,072	1.0%	
500 Capital Projects	\$ 3,392,392	\$ 3,428,025	\$ 7,798,571	\$ 6,646,012	\$ 12,952,308	\$ 9,591,595	67.1%	\$ 134,767	\$ 13,805,072	1.0%	
Revenue	\$ 3,392,392	\$ 3,428,025	\$ 7,798,571	\$ 6,646,012	\$ 12,952,308	\$ 9,591,595	67.1%	\$ 134,767	\$ 13,805,072	1.0%	
Other	\$ -	\$ -	\$ 5,500	\$ -	\$ -	\$ 7,612,055	0.0%	\$ -	\$ 12,429,110	0.0%	
38570 - Refunds	\$ -	\$ -	\$ 5,500	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,612,055	0.0%	\$ -	\$ 12,429,110	0.0%	
Grants	\$ -	\$ -	\$ 600,000	\$ -	\$ 750,000	\$ 600,000	55.6%	\$ -	\$ 600,000	0.0%	
33900 - Miscellaneous Grants	\$ -	\$ -	\$ 600,000	\$ -	\$ 750,000	\$ 600,000	55.6%	\$ -	\$ 600,000	0.0%	
Interest Revenue	\$ 188,553	\$ 126,677	\$ (21,316)	\$ (180,188)	\$ 603,630	\$ 32,570	1,853.3%	\$ -	\$ 675,962	0.0%	
38000 - Investment Income	\$ 188,553	\$ 126,677	\$ (21,316)	\$ (180,188)	\$ 603,630	\$ 32,570	1,853.3%	\$ -	\$ 675,962	0.0%	
Other Taxes	\$ 203,839	\$ 134,604	\$ 183,564	\$ 252,120	\$ 260,359	\$ 100,000	260.4%	\$ 62,767	\$ 100,000	62.8%	
30180 - Video Gaming Tax	\$ 203,839	\$ 134,604	\$ 183,564	\$ 252,120	\$ 260,359	\$ 100,000	260.4%	\$ 62,767	\$ 100,000	62.8%	
Transfers In	\$ 3,000,000	\$ 3,166,744	\$ 7,030,823	\$ 6,574,080	\$ 11,338,319	\$ 1,246,970	128.9%	\$ 72,000	\$ -	100.0%	
39000 - Transfer From Other Funds	\$ 3,000,000	\$ 3,166,744	\$ 2,395,019	\$ 461,580	\$ 2,789,159	\$ 1,000,000	278.9%	\$ -	\$ -	0.0%	
39001 - Transfer from Fund 001	\$ -	\$ -	\$ 4,635,804	\$ 6,112,500	\$ 1,000,000	\$ 246,970	404.9%	\$ -	\$ -	0.0%	
39355 - Transfer from Fund 355	\$ -	\$ -	\$ -	\$ -	\$ 157,741	\$ -	100.0%	\$ 72,000	\$ -	100.0%	
39357 - Transfer from Fund 357	\$ -	\$ -	\$ -	\$ -	\$ 7,391,419	\$ -	100.0%	\$ -	\$ -	0.0%	
Grand Total	\$ 3,392,392	\$ 3,428,025	\$ 7,798,571	\$ 6,646,012	\$ 12,952,308	\$ 9,591,595	67.1%	\$ 134,767	\$ 13,805,072	1.0%	

Committee Expense Budget Report - by Account Detail
Through February 29, 2024 (25.0% YTD, 23.08% Payroll Expense through Pay Period Ending 2/17/2024)
***2019, 2020, 2021, 2022 Actual Full Fiscal Year, **2023 DRAFT**

Department / Fund / Account Classification	2019 Actual Amount*	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount**	2023 Adopted Budget	2023 YTD% Actual/Budget	2024 Actual Amount	2024 Adopted Budget	2024 YTD% Actual/Budget	2019 - 2024 Trend
800 Other- Countywide Expenses	\$ 2,859,876	\$ 1,501,218	\$ 3,268,612	\$ 4,674,061	\$ 8,597,238	\$ 9,591,595	44.6%	\$ 617,572	\$ 13,805,072	4.5%	
500 Capital Projects	\$ 2,859,876	\$ 1,501,218	\$ 3,268,612	\$ 4,674,061	\$ 8,597,238	\$ 9,591,595	44.6%	\$ 617,572	\$ 13,805,072	4.5%	
Expenses	\$ 2,859,876	\$ 1,501,218	\$ 3,268,612	\$ 4,674,061	\$ 8,597,238	\$ 9,591,595	44.6%	\$ 617,572	\$ 13,805,072	4.5%	
Contractual Services	\$ 228,301	\$ 119,235	\$ 311,589	\$ 488,987	\$ 505,880	\$ 800,000	61.7%	\$ -	\$ 600,000	0.0%	
50000 - Project Administration Services	\$ -	\$ -	\$ 4,000	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
50150 - Contractual/Consulting Services	\$ 228,301	\$ 119,235	\$ 307,589	\$ 488,987	\$ 505,880	\$ 800,000	63.2%	\$ -	\$ 600,000	0.0%	
50235 - Public Health Services - Coronavirus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Commodities	\$ -	\$ -	\$ -	\$ 157,530	\$ 30,996	\$ -	0.0%	\$ -	\$ -	0.0%	
60265 - Public Health Commodities - Coronavirus	\$ -	\$ -	\$ -	\$ 157,530	\$ 30,996	\$ -	0.0%	\$ -	\$ -	0.0%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Capital	\$ 2,631,575	\$ 1,381,984	\$ 2,957,023	\$ 3,952,545	\$ 8,060,362	\$ 8,791,595	44.0%	\$ 617,572	\$ 13,205,072	4.7%	
70000 - Computers	\$ 772,327	\$ 202,622	\$ 475,550	\$ 1,633,756	\$ 2,015,202	\$ 1,983,565	90.9%	\$ 82,980	\$ 2,089,500	4.0%	
70020 - Computer Software- Capital	\$ 71,498	\$ 34,978	\$ 32,218	\$ 119,444	\$ 32,441	\$ 111,000	28.1%	\$ -	\$ 111,000	0.0%	
70050 - Printers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
70060 - Communications Equipment	\$ 1,245	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
70070 - Automotive Equipment	\$ 172,108	\$ 148,429	\$ 24,833	\$ 96,095	\$ 396,976	\$ 120,000	168.4%	\$ 202,141	\$ 253,000	79.9%	
70080 - Office Furniture	\$ -	\$ -	\$ 11,880	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
70100 - Copiers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
70120 - Special Purpose Equipment	\$ -	\$ -	\$ 29,950	\$ 406,212	\$ 2,808,833	\$ -	38.0%	\$ 300,000	\$ -	0.0%	
72000 - Building Construction	\$ -	\$ -	\$ 774,762	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
72010 - Building Improvements	\$ 1,614,397	\$ 995,955	\$ 1,607,831	\$ 1,697,038	\$ 2,806,910	\$ 6,577,030	33.6%	\$ 32,452	\$ 10,751,572	0.3%	
Transfers Out	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
99601 - Transfer to Fund 601	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Grand Total	\$ 2,859,876	\$ 1,501,218	\$ 3,268,612	\$ 4,674,061	\$ 8,597,238	\$ 9,591,595	44.6%	\$ 617,572	\$ 13,805,072	4.5%	

**Kane County Purchasing Card Information
Administration Committee
February 2024 Statement**

BUILDING MANAGEMENT			
Transaction Date	Merchant Name	Additional Information	Transaction Amount
2/8/2024	WEST SIDE ELECTRIC SUP	SOUTH ELGIN	\$258.22
2/15/2024	WAREHOUSE DIRECT	DES PLAINES	\$32.24
2/21/2024	AMZN MKTP US RW3800JM2	AMZN.COM/BILL	\$109.95
2/21/2024	AMZN MKTP US RW4AB9TC2	AMZN.COM/BILL	\$329.97
2/21/2024	JET BRITE #5	CAROL STREAM	\$10.00
2/22/2024	AMAZON.COM RI4LY7KS1	AMZN.COM/BILL	\$155.42
2/22/2024	AMAZON.COM RI5QI3781	AMZN.COM/BILL	\$690.24
2/22/2024	AMAZON.COM RW0DE41L2	AMZN.COM/BILL	\$134.52
2/22/2024	AMZN MKTP US RI9Q732R1	AMZN.COM/BILL	\$81.78
2/22/2024	AMZN MKTP US RW9OT9I30	AMZN.COM/BILL	\$13.80
2/22/2024	AMZN MKTP US RZ1FX7CM0	AMZN.COM/BILL	\$111.42
2/23/2024	AMZN MKTP US RW4FJ1VN2	AMZN.COM/BILL	\$413.70
2/23/2024	AMZN MKTP US RZ57U4FA0	AMZN.COM/BILL	\$42.14
2/28/2024	JET BRITE #5	CAROL STREAM	\$15.00
2/29/2024	USTTRAINING.COM	LANGLEY	\$1,400.00
3/1/2024	THE HOME DEPOT #1921	GENEVA	\$141.44
Total:			\$3,939.84

INFORMATION TECHNOLOGIES DEPARTMENT			
Transaction Date	Merchant Name	Additional Information	Transaction Amount
2/5/2024	TWILIO XR5JN86L2ZKVM4	SAN FRANCISCO	\$90.74
2/6/2024	AMZN MKTP US	AMZN.COM/BILL	(\$31.63)
2/6/2024	APPLE.COM/BILL	866-712-7753	\$0.99
2/6/2024	DNH GODADDY.COM	TEMPE	\$199.98
2/6/2024	TWILIO SENDGRID	SAN FRANCISCO	\$19.95
2/8/2024	AMAZON RET 60000 ITD	SEATTLE	\$149.99
2/8/2024	AMZN MKTP US RB31R9200	AMZN.COM/BILL	\$84.99
2/8/2024	AMZN MKTP US RB6IN2P52	AMZN.COM/BILL	\$101.94
2/8/2024	COMCAST CHICAGO	800-COMCAST	\$95.00
2/8/2024	METRONET RETAIL	877-4073224	\$723.32
2/9/2024	AMAZON.COM RB0F364H1	SEATTLE	\$254.36
2/9/2024	AMZN MKTP US RB40N4BR2	AMZN.COM/BILL	\$119.90

**Kane County Purchasing Card Information
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2/9/2024	AMZN MKTP US RB8V44B92	AMZN.COM/BILL	\$17.99
2/11/2024	AMZN MKTP US RB1QU9K92	AMZN.COM/BILL	\$22.99
2/11/2024	CANVA I04058-30729074	CAMDEN	\$119.99
2/11/2024	COMCAST CHICAGO	800-COMCAST	\$162.90
2/12/2024	AMZN MKTP US RI9MA51W0	AMZN.COM/BILL	\$582.00
2/12/2024	COMCAST CHICAGO	800-COMCAST	\$558.30
2/12/2024	MEDIACOM BRO	855-633-4226	\$128.99
2/13/2024	URISA	DES PLAINES	\$195.00
2/14/2024	AMZN MKTP US RB4SG3711	AMZN.COM/BILL	\$6.99
2/15/2024	COMCAST CHICAGO	800-COMCAST	\$157.90
2/15/2024	FS COM INC	NEW CASTLE	\$646.00
2/16/2024	AMAZON.COM RI7X29IR0	AMZN.COM/BILL	\$29.99
2/16/2024	AMAZON.COM RW1BL9O50	AMZN.COM/BILL	\$7.98
2/16/2024	SP NETOOL.IO	MINDEN	\$89.86
2/17/2024	AMAZON.COM RI28H4LJ1	AMZN.COM/BILL	\$155.16
2/17/2024	AMZN MKTP US RI7OD4LI1	AMZN.COM/BILL	\$90.19
2/17/2024	ATT BILL PAYMENT	800-288-2020	\$109.94
2/19/2024	AMAZON.COM RW4PG05K0	AMZN.COM/BILL	\$399.00
2/19/2024	AMZN MKTP US RI9G57XN1	AMZN.COM/BILL	\$31.98
2/20/2024	AMZN MKTP US RI24Z75Q1	AMZN.COM/BILL	\$298.30
2/20/2024	AMZN MKTP US RW7BC4Z22	AMZN.COM/BILL	\$114.78
2/20/2024	COMCAST CHICAGO	800-COMCAST	\$159.90
2/21/2024	AMAZON PRIME RI72X16A1	AMZN.COM/BILL	\$139.00
2/21/2024	AMZN MKTP US RW9OQ4NR2	AMZN.COM/BILL	\$59.39
2/21/2024	COMCAST CHICAGO	800-COMCAST	\$162.90
2/21/2024	DNH GODADDY.COM	TEMPE	\$44.34
2/21/2024	FS TESTDOME.COM	SANTA BARBARA	\$400.00
2/21/2024	ZOOM.US 888-799-9666	SAN JOSE	\$19.15
2/22/2024	AMZN MKTP US RI6PZ0KR1	SEATTLE	\$203.52
2/22/2024	FS RAPS	SANTA BARBARA	\$178.50
2/23/2024	COMCAST CHICAGO	800-COMCAST	\$42.04
2/23/2024	CONTACT ONE CALL CENTE	520-2929222	\$62.37
2/23/2024	TWILIO RRWZZFWS4X4B3P2	SAN FRANCISCO	\$90.58
2/24/2024	ATT BILL PAYMENT	800-288-2020	\$125.17

**Kane County Purchasing Card Information
Administration Committee
February 2024 Statement**

2/25/2024	COMCAST CHICAGO	800-COMCAST	\$162.90
2/26/2024	AMZN MKTP US RW3F35E61	AMZN.COM/BILL	\$190.99
2/27/2024	DRI VMWARE	MINNETONKA	\$597.00
2/28/2024	AMZN MKTP US RZ5W71YY0	AMZN.COM/BILL	\$13.99
3/1/2024	AMAZON.COM RZ0A23G12	AMZN.COM/BILL	\$28.49
3/2/2024	AMZN MKTP US RZ2HG6L91	AMZN.COM/BILL	\$36.08
3/2/2024	ZOOM.US 888-799-9666	SAN JOSE	\$40.00
3/3/2024	AMZN MKTP US RZ2E687D2	AMZN.COM/BILL	\$18.26
3/4/2024	AMZN MKTP US RZ7XV4XU1	AMZN.COM/BILL	\$10.99

Total: \$8,521.32

Total all: \$12,461.16



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

Authorizing Number of Procurement Cards Issued to the Building Management Department and Each of Their Transaction Limits

Committee Flow: Administration Committee, Finance and Budget Committee

Contact: Henry Thompson, 630.762.2174

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source:	

Summary:

Per the P-Card policy, each year the number of P-Cards issued and the transaction limits established for each County department/office shall be approved annually by the standing committee to which the department/office reports and by the Finance Committee.

2024 Building Management Department
P-Card Holders and Transaction Limits

Name	Department	Single Purchase	Credit Limit
Henry Thompson	Building Management	\$29,000.00	\$30,000.00
Brent Braski	Building Management	\$9,900.00	\$20,000.00
Matthew Walker	Building Management	\$2,500.00	\$5,000.00
Marcus Smith	Building Management	\$2,500.00	\$5,000.00
William Meyer	Building Management	\$1,00.00	\$2,500.00

WHEREAS, the OMNIA Partners contract number: 2020002149 was awarded from April 15, 2020 through April 14, 2025 with the option to renew for five (5) additional one-year periods through April 14, 2030; and

WHEREAS, Kane County has used OMNIA Partners contracts in the past; and

WHEREAS, these purchases call for the use of funds during multiple budget years; and

WHEREAS, Kane County acknowledges the necessity of the appropriation of such funds from multiple County funds and line items at a cost not to exceed Two Hundred Thousand Dollars (\$200,000) per year.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Building Management Department is hereby authorized and directed to enter into agreement with Mohawk Industries through OMNIA Partners contract number: 2020002149.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the Building Management Department is hereby authorized to expend a not to exceed amount of Two Hundred Thousand Dollars (\$200,000) per fiscal year for Floor Coverings and Related Services through Mohawk Industries through April 14, 2025 to be paid from various line items as needed for Departments and Offices.

Line Item: 500.800.805.72010, 001.080.080.52110, various

Line Item Description: Capital, Repairs and Maint- Buildings/grounds, various

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on April 9, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

AUTHORIZING EXPENDITURE OF FUNDS FOR COMMERCIAL FLOOR COVERINGS AND RELATED SERVICES WITH MOHAWK INDUSTRIES THROUGH OMNIA PARTNERS (CONTRACT #2020002149)

Committee Flow: Administration Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Henry Thompson, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$200,000
If not budgeted, explain funding source:	

Summary:

Authorizing the expenditure of funds and using a joint purchasing agreement for the purchase of floor coverings and related services through an OMNIA Partners cooperative in a not to exceed amount of Two Hundred Thousand Dollars (\$200,000) per fiscal year.



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Purchasing Agreement 2020002149

As a result of Request for Proposal #001225-May2019 (University of California Systemwide Flooring), the Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, and Mohawk Commercial, Inc. ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

- A) The initial term of the Agreement will be from April 15th, 2020 through April 14th, 2025 (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for **Five (5)** successive One (**1**)-year periods (each, a Renewal Term), by providing Supplier with at least Thirty (**30**) calendar days' written notice before the end of the Initial Term or any Renewal Term.
- B) UC may terminate the Agreement for convenience by giving Supplier at least **30** calendar days' written notice.
- C) UC or Supplier may terminate the Agreement for cause by giving the other party at least **30** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

4. Pricing, Invoicing Method, and Settlement Method and Terms

- A. Pricing. Refer to **Attachment B – UC Price Schedule & Attachment D – National Price Schedule** for Pricing.
 - i. Price Increases – After the first twelve (12) months of the term, or longer term as negotiated between UC and the Supplier, of any resulting contract, the Supplier will have an opportunity to request price increases. Requests for price increases may only be made once a year, in writing, 60 days in advance of the contract anniversary date.
 - a. Product Price Increases – Product price increases will not exceed the lesser of 3% or the annual increase in the Product Price Index (PPI) for the corresponding commodity:
 - (1) Vinyl Flooring: [Plastics Material and Resins Manufacturing \(PCU325211325211\)](#)
 - (2) All Carpet Products: [Carpet and Rug Mills: Carpets & Rugs \(PCU3141103141100\)](#)
 - (3) Rubber and Linoleum: [Plastics and Rubber Products Manufacturing \(PCU326326\)](#)
 - (4) Wood Products: [Other Millwork, Including Flooring \(PCU321918321918\)](#)
 - b. Labor Price Increases – Labor price increases will only be allowed under an increase in the

Department of Industrial Relations (DIR) Prevailing Wage Schedule, and will be capped at the corresponding percentage of any DIR increase.

- c. Freight – Where applicable, Supplier agrees to maintain freight pricing, in either set rate or as a percentage of spend, consistent with any increase or decrease in the PPI for [General Freight Trucking, Long-Distance Truckload \(PCU484121484121\)](#)

B. Invoicing Method

Each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC’s Procure to Pay Standards <http://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf> for the options that will be considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.]

C. Invoicing

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows: **FOB Destination – Prepaid & Add**

All invoices must clearly indicate the following information:

- Charges associated with California AB2398
- California sales tax as a separate line item;
- Shipping costs as a separate line item;
- UC Purchase Order or Release Number;
- Description, quantity, catalog number and manufacturer number of the item(s) ordered;
- Net cost of each item;
- Description, quantity, and pay rate of any services provided
- Any pay/earned/dynamic discount;
- Reference to original order number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

D. Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as follows: **ACH Net60**

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding contract issues:

Name	Reynaldo Cano-Boza
Phone	510.987.9893
Email	Reynaldo.cano-boza@ucop.edu
Address	7835 Trade Street, Suite 100
	San Diego, CA 92121

To Supplier:

Name	David Stein
Phone	281.409.6690
Email	David_Stein@mohawkind.com
Address	160 South Industrial Blvd. Calhoun, GA 30701

6. Intellectual Property, Copyright and Patents

The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages

Work performed under this agreement is a public work subject to California Labor Code section 1771. Supplier, or sub-Supplier, must be registered with the DIR pursuant to Labor Code section 1725.5. Supplier is required to post the applicable prevailing wage rate determination and any job site notices as prescribed by the DIR. The work is subject to compliance monitoring and enforcement by the DIR and is subject to project reporting through the DIR.

9. Fair Wage/Fair Work

Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

10. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work “required, suggested, or otherwise deemed appropriate” as the end product of the Services (see Public Contract Code Section 10515).

11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC’s Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – **Mohawk Commercial, Inc.**

12. Cooperative Purchasing

Supplier agrees to extend pricing and Goods and/or Services to the California State University institutions (CSU) and the California Community Colleges (CCC) and public agencies nationwide (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities) registered with OMNIA Partners under the terms of the Agreement. All contractual administration issues (e.g. terms and conditions, extensions, and renewals) will remain UC’s responsibility. Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes

involving individual CSU or CCC campuses will be addressed, administered, and resolved by each CSU or CCC campus.

13. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

14. Amendments to UC Terms & Conditions of Purchase

The UC Terms and Conditions of Purchase, dated 5/9/19 are hereby amended as follows:

Article 2, Section D.

UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within thirty (30) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.

Article 6, Section A.

General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a workmanlike manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included:(iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the warranties Supplier gives to any customer for the same or substantially similar goods or services. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.

Article 7, Section B.

1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to use, and display publicly such Pre-Existing Materials in connection with the Deliverables.
2. The Deliverables must be new and original. UC acknowledges and agrees that Supplier will use any Pre-Existing Materials in the Deliverables.

Article 18

Supplier affirms that, to Supplier’s knowledge in the regular course of its business, no UC employee who has participated in UC’s decision-making concerning the Agreement has an “economic interest” in the Agreement or Supplier. A UC employee’s “economic interest” means:

- A. An investment worth \$2,000 or more in Supplier or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or
- D. A personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

15. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. Purchase Agreement 2020002149
- b. UC Terms & Conditions of Purchase
- c. Attachment A – Statement of Work
- d. UC Request for Proposal (#001225-MAY2019) University of California Systemwide Flooring (RFP)
- e. Attachment B – University of California Price Schedule
- f. Attachment C – Reporting Requirements
- g. Attachment D – National Price Schedule
- h. Appendix – Ecommerce

16. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Mohawk Commercial, Inc.

DocuSigned by:
Justin Sullivan
(Signature) 884C40B...

DocuSigned by:
Mike Gallman
(Signature) 64MB7060DBE485...

Justin Sullivan Executive Director

Mike Gallman President, Mohawk Group

(Printed Name, Title)

(Printed Name, Title)

4/23/2020

4/16/2020

(Date)

(Date)



ARTICLE 1 – GENERAL

The equipment, materials, or supplies (“Goods”) and/or services (“Services”) furnished by Supplier (together, the “Goods and Services”) and covered by the UC Purchase Order (“PO”) and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the “Agreement”) are governed by the terms and conditions set forth herein. As used herein, the term “Supplier” includes Supplier and its sub-suppliers at any tier. As used herein, “UC” refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as “Party” and collectively as “Parties.” Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier’s unqualified acceptance of all of the Agreement’s terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement (“Initial Term”) will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- B. UC’s obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC (“Funding”). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
- C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time with not less than the number of days’ notice stated elsewhere in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier’s provision of Goods and/or Services will terminate.
- D. UC may by written notice terminate the Agreement for Supplier’s breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS. Pricing is set forth in the Agreement or Purchase Order Number, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC’s Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier’s expenses that UC agrees to reimburse will be reimbursed under UC’s Travel Policy, which may be found at <https://policy.ucop.edu/doc/3420365>. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

ARTICLE 4 – INSPECTION. The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier’s performance, design, workmanship and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to



rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not again, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a workmanlike manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included: (iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
- B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
- C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
- D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:
 1. It complies with California and federal disabilities laws and regulations; The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
 2. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
 3. Within six (6) months of the signing of this Agreement, Supplier will complete the testing of the Goods and Services for level AA conformance with Web Content Accessibility Guidelines (WCAG) 2.0 and report those findings to the University. Provide the



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Terms and Conditions of Purchase

source to whom the conformance should be submitted. In the event that testing results in findings of non-compliance, Supplier will provide a remediation plan to the University within two (2) months of completion of testing, and will use reasonable efforts to adhere to any remediation timelines provided to the University; and

4. The University and its Authorized User may abridge, modify, translate or create any derivative work based on the Goods and Services when necessary to allow Authorized Users with disabilities to access the Goods and Services.
- E. General Accessibility Requirements. Supplier warrants that:
 1. It will comply with California and federal disability laws and regulations;
 2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
 3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.
- F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.
- G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.
- H. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at <http://policy.ucop.edu/doc/3000130/TrademarkLicensing>.
- J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its subsupplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that a) UC may terminate the Agreement without further obligation for noncompliance, and b) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS

A. Goods and/or Services Involving Work Made for Hire.

1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether



the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

B. Goods and/or Services Not Involving Work Made for Hire.

1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

- C. General.** Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

ARTICLE 8 – INDEMNITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

- A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:**
1. Each Occurrence \$ 1,000,000
 2. Products/Completed Operations Aggregate \$ 2,000,000



3. Personal and Advertising Injury \$ 1,000,000
4. General Aggregate \$ 2,000,000
- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence or claim with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- F. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
- G. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
 1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
 2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

- A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
- i. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
 - ii. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
 - iii. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
 - iv. FAR 52.219-8, Utilization of Small Business Concerns;
 - v. FAR 52.222-17, Non-displacement of Qualified Workers;



- vi. FAR 52.222-21, Prohibition of Segregated Facilities;
- vii. FAR 52.222-26, Equal Opportunity;
- viii. FAR 52.222-35, Equal Opportunity for Veterans;
- ix. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
- x. FAR 52.222-37, Employment Reports on Veterans;
- xi. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
- xii. FAR 52.222-41, Service Contract Labor Standards;
- xiii. FAR 52.222-50, Combating Trafficking in Persons;
- xiv. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
- xv. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
- xvi. FAR 52.222-54, Employment Eligibility Verification;
- xvii. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
- xviii. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
- xix. FAR 52.224-3, Privacy Training;
- xx. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations; and
- xxi. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.

B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled '*Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)*' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.

C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:

- i. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
- ii. Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- iii. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- iv. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:

- i. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
- ii. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
- iii. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
- iv. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or



employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **“This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.”** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC’s request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC’s request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys’ fees.

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

- A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC’s discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC’s premises at Supplier’s request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC’s premises at Supplier’s request or for reasons relating to the Agreement and its equipment to that portion of UC’s premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit



Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

- C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

- A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.
- B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.
- D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
- E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
- F. Export Control. If any of the Goods is export-controlled under the International Traffic in Arms Regulations (22 CFR §§ 120-130), the United States Munitions List (22 CFR § 121.1), or Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list, Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification.



ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier’s knowledge, no UC employee who has participated in UC’s decision-making concerning the Agreement has an “economic interest” in the Agreement or Supplier. A UC employee’s “economic interest” means:

- A. An investment worth \$2,000 or more in Supplier or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or
- D. A personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier’s pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION

Supplier agrees to hold UC’s Confidential Information, and any information derived therefrom, in strict confidence. Confidential Information shall be defined as any information disclosed by UC to Supplier for the purposes of providing the Good and/or Services which is (i) marked as “Confidential” at the time of disclosure; (ii) disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as “Confidential” within thirty (30) days of such oral disclosure; and (iii) if not marked as “Confidential,” information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not include information that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process.

Supplier will not access, use or disclose Confidential Information other than to carry out the purposes for which UC disclosed the Confidential Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by UC prior to the disclosure. Supplier shall have the limited right to disclose UC’s Confidential Information to Supplier’s employees provided that: (i) Supplier shall disclose only such UC’s Confidential Information as is necessary for the Supplier to perform its obligations under this Agreement; (ii) such employees have been informed of the confidential nature of such information; and (iii) such employees have agreed in writing to be bound by confidentiality obligations at least as stringent as those set forth in this Agreement. Supplier shall be liable for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Confidential Information and any information derived therefrom. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Confidential Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier is still required to make such a disclosure, Supplier will give UC prompt written notice of such event and will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to the Confidential Information. Supplier’s transmission, transportation or storage of Confidential Information outside the United States, or access of Confidential Information from outside the United States, is prohibited except with prior written authorization by UC. UC’s Appendix – Data Security, Appendix – HIPAA Business Associate, and/or Appendix – General Data Protection Regulation will control in the event that one or both appendices is incorporated into the Agreement and conflicts with the provisions of this Article.



Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit <http://www.ucop.edu/uc-whistleblower/> for more information.

ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) and the University of California Sustainable Procurement Guidelines: (<https://www.ucop.edu/procurement-services/files/sustainableprocurementguidelines.pdf>).

In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet University of California recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
- B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the University, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to University staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
- C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, the University requires that all packaging meet at least one of the criteria listed below:
 - a. Uses bulk packaging;
 - b. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
 - c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
 - d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
 - e. Uses locally recyclable or certified compostable material.
- D. Expanded Polystyrene (EPS) Ban. No EPS shall be used in foodservice facilities for takeaway containers. By 2020, the University will be prohibited from procuring Goods containing, or that are provided in packaging containing, Expanded Polystyrene (EPS) other than that utilized for laboratory supply or medical packaging and products where no functional alternatives exist.
- E. E-Waste Recycling Requirements. All recyclers of University of California electronic equipment must be e-Steward certified by the Basel Action Network (BAN) or R2 Standard certified.



Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punchout catalog e-procurement environments.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

- A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
 1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
 2. Supplier’s cost of enrolling such employees in Supplier’s health plan is factored into the fees for the Services; and
 3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.
- B. If Supplier is not an Applicable Large Employer (as defined above):
 1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
 2. Supplier’s full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC’s compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term “sub-supplier” means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticeship occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location’s procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

- A. Notice of the general prevailing per diem wage rates, and
- B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will



be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services that exceed \$100,000 annually and are not subject to prevailing wage requirements, Supplier will, a) at Supplier's expense, provide an annual independent verification performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) in compliance with UC's required verification standards and procedures, concerning Supplier's compliance with this provision, and b) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after each one-year anniversary of the agreement's effective date, for the twelve months immediately preceding the anniversary date. All Supplier FW/FW compliance resources available here: <https://www.ucop.edu/procurement-services/for-suppliers/fwf-resources-suppliers.html>.

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in man or other animals, or (iii) intended to affect the structure or any function of the body of man or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of man or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (ii) perform a security scan by an anti-virus scanner, with up-to-date signatures, on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known viruses or malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that all security testing performed by Supplier covers all issues noted in the "SANS WE TOP 25" and/or "OWASP Top 10" documentation.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.



Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drives not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.

Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 27 – FORCE MAJEURE

Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.



**UNIVERSITY
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Terms and Conditions of Purchase

ARTICLE 33 – WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives.

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 37 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS; INDEMNITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BUSINESS ASSOCIATES, and/or APPENDIX – GENERAL DATA PROTECTION REGULATION.

ATTACHMENT A TO PURCHASING AGREEMENT #2020002149

STATEMENT OF WORK

This Statement of Work ("SOW") is issued pursuant to Purchasing Agreement #2020002149 dated April 15th, 2020 between UC and Supplier ("Agreement").

1. Flooring Products & Services at the University of California

Products and services provided to the University shall meet all requirements established under the Category Specifications and Installation Services requirements as defined in University of California Request for Proposal "#001225-May2019 - University of California Systemwide Flooring".

2. Term of SOW

This SOW will begin on April 15th, 2020 ("Effective Date") and continue through April 14th, 2025. This SOW may not be renewed or otherwise amended except through a Change Order pursuant to the Change Management section below.

3. Key Tasks and Activities, Deliverables and Completion Timeframe

Supplier Obligations				
Task		Activities	Deliverables	Completion Date or Timeframe
1	Flooring Products & Services	Provide flooring products services as needed either directly or through a flooring dealer.	Flooring Products, Installation Services, Recycling & Reclamation of Old Floor Covering	As requested
2	Quarterly KPI Reports	Provide Quarterly reporting on product recycling and small business utilization as outlined in Attachment C.	Quarterly KPI Reports	30 days following the end of the quarter
3	Monthly Purchase Reports	Provide Monthly purchase reports as defined in Attachment C.	Monthly Sales Reports	15 days following the last day of the month

4. UC Obligations

Not Applicable

5. Place(s) of Performance

Supplier agrees to make available products and services to any UC location upon the terms, conditions, and pricing set forth in this agreement. Additionally, products and services will be made available nationally through OMNIA Partners member agencies.

6. Key Personnel

Supplier's Account Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship:

Name	David Stein
Phone	281.409.6690
Email	David_Stein@mohawkind.com
Address	160 South Industrial Blvd.
	Calhoun, GA 30701

UC'S Project Manager, responsible for acceptance/rejection of project results/deliverables, is:

Name	Reynaldo Cano-Boza
Phone	510.987.9893
Email	Reynaldo.cano-boza@ucop.edu
Address	7835 Trade Street, Suite 100
	San Diego, CA 92121

7. Reporting Requirements

Quarterly and Monthly Reports as described in Attachment C, including:

Quarterly – Recycling & Reclamation
 Quarterly – Small Business Utilization
 Monthly – Purchases

Supplier agrees to register and participate in an assessment of their sustainability practices and procedures through EcoVadis Corporate Social Responsibility (CSR) monitoring platform within 60 days of agreement signature.

Supplier agrees to provide other reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to the Term at no additional cost to UC.

8. Service Level Agreement

During the Term of the Agreement, and any extension(s) of the Term, Supplier will meet Service Levels defined under section 5 requirements as defined in University of California Request for Proposal "#001225-May2019 - University of California Systemwide Flooring".

The minimum service standards set forth above recognize that occasional errors are likely; however, Supplier further agrees to use its best efforts to achieve 100% of service levels. Should the service levels fall below the minimum standards and Supplier does not take corrective action within fourteen (14) days following UC written notification, UC reserves the right to terminate the Agreement immediately.

9. Program Requirements

Order Packaging and Labeling. Supplier agrees that each UC order will be individually wrapped and labeled with the following information:

Purchase Order number;

Product description, quantity and catalog number of the product ordered and an open 30-character field for internal identification e.g., UC storehouse catalog numbers and/or internal customer order numbers; and

Other information, as may be requested by ordering UC Location.

Packaging slips will be attached to the outside of the package such that it can be inspected by UC at the requesting department and/or receiving dock.

Receiving Locations. Supplier agrees to provide desktop and dock delivery to all UC current and future authorized personnel delivery points, as requested by UC.

Standard Delivery Requirements. Supplier will deliver Monday through Friday, excluding UC- and Supplier-observed holidays. Supplier provide UC with a schedule on or before September 1 of the following calendar year showing holidays and other planned shutdowns (such as the annual inventory) that would impact Supplier's ability to deliver the Goods and/or Services. Supplier agrees to deliver all UC orders received by 3:30pm Pacific Time the next business day as follows:

Campus direct (desktop delivery)	- by 3:30 pm Pacific Time
Storehouse (drop ship delivery)	- by 10:00 am Pacific Time

Delivery Delays. Supplier will report any delivery delay whatsoever to the ordering Location, as well as its cause, within two (2) hours after Supplier is able to reasonably determine there will be a delay; the report will be provided to UC by telephone, e-mail, or facsimile. Supplier will keep UC fully informed and will take all reasonable action in eliminating the cause of delay.

Returns. Supplier agrees to accept Goods returned by UC if in resalable condition and if made within thirty (30) days of original shipment. Supplier must pick up returns from the ordering department location within two business days. Services under \$20.00 do not need to be physically returned to Supplier.

Credit. Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, fax, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month's billing period. Return items will be credited at cost. If Goods were purchased via UC purchasing card, credit must be issued to the same purchasing card.

Out of Stock Items. If there is an out of stock situation of any ordered inventoried item(s), the out of stock item will be added to the back order file and will be delivered to UC when the item is in stock without a further order being submitted.

Surveys. Supplier will, at UC's request, conduct customer surveys of UC orders through questionnaires. The content of these surveys will be approved by UC. UC will be responsible for the tabulation of these surveys.

10. Partnership Opportunities

Upon mutual terms, Supplier and UC Campuses may engage in partnership opportunities that align the teaching, research and service mission of the University with strategic supplier relationships. These opportunities allow the Supplier to more directly impact student, academic, research and alumni stakeholders throughout the University. Opportunities include, but are not limited to:

- Student Internship & Career Development Opportunities
- Projects & Research focused on advancing sustainability of flooring products & services
- Guest lecture opportunities for design, engineering, sustainability, and business disciplines
- Sponsorship of Intercollegiate Athletics, Alumni, Associated Student Groups, etc.

11. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier's receipt of UC's Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

12. No Mandatory Use

Because there is no mandatory use policy at UC, nothing in this Statement of Work will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

This Statement of Work is signed below by the parties' duly authorized representatives.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

DocuSigned by:
Justin Sullivan

(Signature)

Justin Sullivan Executive Director

(Printed Name, Title)

4/23/2020

(Date)

Mohawk Commercial, Inc.

DocuSigned by:
Mike Gallman

(Signature)

Mike Gallman President, Mohawk Group

(Printed Name, Title)

4/16/2020

(Date)

Attachment C – Reporting Requirements

Supplier must provide electronic reports (in Microsoft Excel) to designated UC contacts providing a wide range of information, at both the system-wide and campus level, related to the Agreement including, but not limited to:

Recycling & Reclamation

On a quarterly basis, Supplier will report recycling and reclamation efforts on supplier lead projects throughout the system.

It is required that 100% of existing carpet including carpet padding be taken to a recycling facility that accepts carpet for recycling unless otherwise required by law. Recycling means turning any manufacturer's old carpet or carpet components into new carpet or other consumer products.

Any exception to the recycling requirement will be communicated to the campus project contact and captured in Recycling & Reclamation reporting.

Supplier will format quarterly report in the following manner:

<u>Column Title</u>	<u>Description</u>	<u>Column Mapping</u>
UC Campus	Site of Work	A
Project Description	Building/Location	B
Project Purchase Order	Project PO Number	C
Type of Material	Carpet LVT Rubber Linoleum Etc.	D
Amount of Material	Sq Ft/Yd captured	E
Reclamation Method	Recycled Incinerated Other	F
Final Disposal Site	Company/Location of Final Disposition	G
Cost of Reclamation	Invoiced Amount for Service	H
Certificate of Disposal Provided	Yes (Y) or No (N) – Certificate Number	I

Small Business Utilization

On a quarterly basis, Supplier will report Small Business utilization on all Supplier lead projects.

In support of University of California Sustainable Practices guidelines that aim to reach 25% Economically and Socially Responsible Spend as a total percentage of addressable spend, supplier will make best effort to achieve 50% utilization of SBA designated subcontractors to perform services across the University of California system.

Supplier will format quarterly reporting in the following manner:

<u>Column Title</u>	<u>Description</u>	<u>Column Mapping</u>
UC Campus	Site of Work	A
Project Description	Building/Location	B
Project Purchase Order	Project PO Number	C
Subcontractor	Name of Subcontractor Business	E
Subcontractor's SBA Designation	Certified SBA Class	F
Total Invoice Amount for Services	All Labor Billing Performed by SBA	G
DIR Project ID	DIR Project Number	H

University of California Sales Reporting

Monthly, Supplier will provide full reporting of all sales captured under this agreement. Supplier will report sales made directly to the University, as well as any University sales reported through Supplier’s distribution network.

Supplier will provide monthly sales reporting in the following format:

<u>Column Title</u>	<u>Description</u>	<u>Column Mapping</u>
UC Campus	Site of Work	A
Project Description	Building/Location	B
Project Purchase Order	Project PO Number	C
Category	Product Service Freight Reclamation	E
Line Item Detail	SKU Style Labor Category	F
Total Invoice Amount for Line F	Total Amount Billed in USD (\$)	G
Billing Date	DD/MM/YY	H

Earned Growth Incentives

During the Term of the Agreement, and any extension(s) to the Term, Supplier agrees to provide UC campuses [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Attachment D – National Price Schedule
UCOP Agreement# 2020002149



FREIGHT TERMS ["FOB Destination Prepaid and Add"]

Date 7/25/2019

Product Platform	Style Name	Style #	Backing	Size	UOM	Collection	Fiber Brand	Price	Materials of Concern	PROP 65	EPD
Broadloom	Ancient Refuge	KC248	Unibond Plus	12'	SY	Natural Instincts	Colorstrand	\$ 46.36	Alumina Trihydrate(FR)	NO	YES
Broadloom	Artist II / QS	BC380	Weldlok	12'	SY	Pure Genius II	Colorstrand	\$ 15.43	NONE	NO	YES
Broadloom	Autobiography	BC372	Unibond Plus	12'	SY	Memoir	Colorstrand	\$ 30.90	Alumina Trihydrate(FR)	NO	YES
Broadloom	Base Camp / QS	BC332	Weldlok	12'	SY	Explorations	Colorstrand	\$ 15.43	NONE	NO	YES
Broadloom	Belonging	KC230	Unibond Plus	12'	SY	Telling Spaces	Colorstrand	\$ 42.92	Alumina Trihydrate(FR)	NO	YES
Broadloom	Braided Texture	KC231	Unibond Plus	12'	SY	Braided Texture	Duracolor Tricolor	\$ 51.51	Alumina Trihydrate(FR)	NO	YES
Broadloom	Brain Power	GL136	Unibond Plus	12'	SY	Mind Over Matter	Duracolor	\$ 32.61	Alumina Trihydrate(FR)	NO	YES
Broadloom	Brera	GL018	Weldlok	12'	SY	Brera	Fortis Nylon	\$ 44.64	NONE	NO	YES
Broadloom	Broken Checks / QS	BC403	Unibond Plus	12'	SY	Intertwined	Colorstrand	\$ 26.61	Alumina Trihydrate(FR)	NO	YES
Broadloom	Broken Earth	KC249	Unibond Plus	12'	SY	Natural Instincts	Colorstrand	\$ 46.36	Alumina Trihydrate(FR)	NO	YES
Broadloom	CEO II / QS	BC382	Weldlok	12'	SY	Pure Genius II	Colorstrand	\$ 15.43	NONE	NO	YES
Broadloom	Connecting Neurons / QS 4 week	BC501	Weldlok	12'	SY	Expanding Influences	Colorstrand	\$ 65.25	NONE	NO	YES
Broadloom	Connetic / QS	BC426	Unibond Plus	12'	SY	Connetic	Colorstrand	\$ 16.31	Alumina Trihydrate(FR)	NO	YES
Broadloom	Cross Knit / QS	BC375	Unibond Plus	12'	SY	Fiber Art	Colorstrand	\$ 18.87	Alumina Trihydrate(FR)	NO	YES
Broadloom	Cuneiform - 250SY min	M6351	Weldlok	12'	SY	Expanding Influences	Colorstrand	\$ 65.25	NONE	NO	YES
Broadloom	Diffused Selvedge / QS	BC374	Unibond Plus	12'	SY	Fiber Art	Colorstrand	\$ 18.87	Alumina Trihydrate(FR)	NO	YES
Broadloom	Doctor II / QS	BC381	Weldlok	12'	SY	Pure Genius II	Colorstrand	\$ 15.43	NONE	NO	YES
Broadloom	Driven / QS	BC427	Weldlok	12'	SY	Mass Influence	Colorstrand	\$ 17.16	NONE	NO	YES
Broadloom	Durkan Now	DH200	Weldlok	12'	SY	Durkan Now	Colorstrand	\$ 39.49	NONE	NO	YES
Broadloom	Durkan Now / QS	DQ200	Weldlok	12'	SY	Durkan Now	Colorstrand	\$ 46.36	NONE	NO	YES
Broadloom	Elegant Cloth	GL181	Unibond Plus	12'	SY	Silk Road	Duracolor	\$ 36.05	Alumina Trihydrate(FR)	NO	YES
Broadloom	Elegant Fracture	KC189	Unibond Plus	12'	SY	Pretty Concrete	Ultron Nylon	\$ 48.07	Alumina Trihydrate(FR)	NO	YES
Broadloom	Emerging Lights II	GL157	Unibond Plus	12'	SY	Sequences II	Duracolor	\$ 32.61	Alumina Trihydrate(FR)	NO	YES
Broadloom	End Result / QS	BC288	Weldlok	12'	SY	Of The Moment	Colorstrand	\$ 14.58	NONE	NO	YES
Broadloom	Energy Burst / QS	BC439	Weldlok	12'	SY	Excellent Start	Colorstrand	\$ 17.16	NONE	NO	YES
Broadloom	Essential Elements / QS	BC441	Weldlok	12'	SY	Remastered	Colorstrand	\$ 15.43	NONE	NO	YES
Broadloom	Existence	KC229	Unibond Plus	12'	SY	Telling Spaces	Colorstrand	\$ 42.92	Alumina Trihydrate(FR)	NO	YES
Broadloom	Exotic Fauna	GL182	Unibond Plus	12'	SY	Silk Road	Duracolor	\$ 36.05	Alumina Trihydrate(FR)	NO	YES
Broadloom	Faculty Remix	GL154	Unibond Plus	12'	SY	Faculty Remix	Duracolor	\$ 29.18	Alumina Trihydrate(FR)	NO	YES
Broadloom	Flamestitch III	GL168	Unibond Plus	12'	SY	Flamestitch	Duracolor	\$ 32.61	Alumina Trihydrate(FR)	NO	YES
Broadloom	Foreign Flora	GL183	Unibond Plus	12'	SY	Silk Road	Duracolor	\$ 36.05	Alumina Trihydrate(FR)	NO	YES
Broadloom	Forward Vision	GL135	Unibond Plus	12'	SY	Mind Over Matter	Duracolor	\$ 32.61	Alumina Trihydrate(FR)	NO	YES
Broadloom	Gathered Style / QS	BC404	Unibond Plus	12'	SY	Intertwined	Colorstrand	\$ 26.61	Alumina Trihydrate(FR)	NO	YES
Broadloom	Get Real II	BC257	Weldlok	12'	SY	Get Real	Fortis Nylon	\$ 27.46	NONE	NO	YES
Broadloom	Get Started	BC406	Weldlok	12'	SY	Get Started	PET	\$ 10.28	NONE	NO	NO
Broadloom	Goonj Revival / QS 4 week	MH361	Weldlok	12'	SY	Definity (rolls/cuts/rugs)	Colorstrand	\$ 65.25	NONE	NO	YES
Broadloom	Graphic Touch / QS	BC452	Weldlok	12'	SY	High Concepts	PET	\$ 11.15	NONE	NO	NO
Broadloom	Horsepower II	GL170	Unibond Plus	12'	SY	Motorsport II	Duracolor	\$ 30.90	Alumina Trihydrate(FR)	NO	YES
Broadloom	Humble	KC227	Unibond Plus	12'	SY	Telling Spaces	Colorstrand	\$ 42.92	Alumina Trihydrate(FR)	NO	YES
Broadloom	Humble Luxe	KC187	Unibond Plus	12'	SY	Pretty Concrete	Ultron Nylon	\$ 48.07	Alumina Trihydrate(FR)	NO	YES
Broadloom	In The Loop / QS	BC309	Weldlok	12'	SY		Colorstrand	\$ 17.27	NONE	NO	YES
Broadloom	In the Money / QS	BC440	Weldlok	12'	SY	Excellent Start	Colorstrand	\$ 17.16	NONE	NO	YES
Broadloom	Journal	BC370	Unibond Plus	12'	SY	Memoir	Colorstrand	\$ 30.90	Alumina Trihydrate(FR)	NO	YES
Broadloom	Know-How	GL137	Unibond Plus	12'	SY	Mind Over Matter	Duracolor	\$ 32.61	Alumina Trihydrate(FR)	NO	YES
Broadloom	La Belle Boucle	KC220	Unibond Plus	12'	SY	La Belle Boucle	Ultron Nylon	\$ 42.92	Alumina Trihydrate(FR)	NO	YES
Broadloom	Lakir Revival / QS 4 week	MH362	Weldlok	12'	SY	Definity (rolls/cuts/rugs)	Colorstrand	\$ 65.25	NONE	NO	YES
Broadloom	Luxury Trade	GL184	Unibond Plus	12'	SY	Silk Road	Duracolor	\$ 36.05	Alumina Trihydrate(FR)	NO	YES
Broadloom	Monograph	BC369	Unibond Plus	12'	SY	Memoir	Colorstrand	\$ 30.90	Alumina Trihydrate(FR)	NO	YES
Broadloom	Must Have / QS	BC287	Weldlok	12'	SY	Of The Moment	Colorstrand	\$ 14.58	NONE	NO	YES
Broadloom	Narration	KC228	Unibond Plus	12'	SY	Telling Spaces	Colorstrand	\$ 42.92	Alumina Trihydrate(FR)	NO	YES
Broadloom	New Basics III 20 / QS	BC398	Weldlok	12'	SY	New Basics	Colorstrand	\$ 12.86	NONE	NO	YES
Broadloom	New Basics III 26 / QS	BC399	Unibond Plus	12'	SY	New Basics	Colorstrand	\$ 14.58	Alumina Trihydrate(FR)	NO	YES
Broadloom	Nimble Breeze - 250SY min	M6350	Weldlok	12'	SY	Expanding Influences	Colorstrand	\$ 65.25	NONE	NO	YES
Broadloom	Ornate Metal	GL185	Unibond Plus	12'	SY	Silk Road	Duracolor	\$ 36.05	Alumina Trihydrate(FR)	NO	YES
Broadloom	Out of the Gate / QS	BC438	Weldlok	12'	SY	Excellent Start	Colorstrand	\$ 17.16	NONE	NO	YES
Broadloom	Photofinish II	GL169	Unibond Plus	12'	SY	Motorsport II	Duracolor	\$ 30.90	Alumina Trihydrate(FR)	NO	YES
Broadloom	Plateau II	DC147	Weldlok	12'	SY	Plateau II	Colorstrand	\$ 53.23	NONE	NO	YES
Broadloom	Quixotic	KC212	Unibond Plus	12'	SY	Simple Details	Ultron Nylon	\$ 34.34	Alumina Trihydrate(FR)	NO	YES
Broadloom	Random Weave / QS	BC377	Unibond Plus	12'	SY	Fiber Art	Colorstrand	\$ 18.87	Alumina Trihydrate(FR)	NO	YES
Broadloom	Reassurance / QS	BC442	Weldlok	12'	SY	Remastered	Colorstrand	\$ 15.43	NONE	NO	YES
Broadloom	Resistance / QS	BC428	Weldlok	12'	SY	Mass Influence	Colorstrand	\$ 17.16	NONE	NO	YES
Broadloom	Retrospection	BC371	Unibond Plus	12'	SY	Memoir	Colorstrand	\$ 30.90	Alumina Trihydrate(FR)	NO	YES
Broadloom	Right of Way - 250SY min	M6349	Weldlok	12'	SY	Expanding Influences	Colorstrand	\$ 65.25	NONE	NO	YES
Broadloom	Silk Road Customs		Unibond Plus	12'	SY	Silk Road	Duracolor	\$ 37.77	Alumina Trihydrate(FR)	NO	YES
Broadloom	Smart Details / QS	BC451	Weldlok	12'	SY	High Concepts	PET	\$ 12.00	NONE	NO	NO
Broadloom	Solve II	BC416	Unibond Plus	12'	SY	Uncharted	Colorstrand	\$ 24.90	Alumina Trihydrate(FR)	NO	YES
Broadloom	Spectrum 30 V / QS	BC246	Weldlok	12'	SY	Spectrum	Fortis Nylon	\$ 17.16	NONE	NO	YES
Broadloom	Spectrum 36 V	BC247	Weldlok	12'	SY	Spectrum	Fortis Nylon	\$ 22.31	NONE	NO	YES
Broadloom	Start Right / QS	BC453	Weldlok	12'	SY	High Concepts	PET	\$ 12.00	NONE	NO	NO
Broadloom	Structure Revival / QS 4 week	MH363	Weldlok	12'	SY	Definity (rolls/cuts/rugs)	Colorstrand	\$ 65.25	NONE	NO	YES
Broadloom	Tooled Surface / QS	BC394	Unibond Plus	12'	SY	Metal Craft	Colorstrand	\$ 21.45	Alumina Trihydrate(FR)	NO	YES
Broadloom	Trail Mix / QS	BC333	Weldlok	12'	SY	Explorations	Colorstrand	\$ 15.43	NONE	NO	YES
Broadloom	Trasillent Shadow / QS 4 week	BC500	Weldlok	12'	SY	Expanding Influences	Colorstrand	\$ 65.25	NONE	NO	YES
Broadloom	Tremor / QS 4 week	BC502	Weldlok	12'	SY	Expanding Influences	Colorstrand	\$ 65.25	NONE	NO	YES
Broadloom	Wavelength	GL149	Unibond Plus	12'	SY	Power Surge	Duracolor	\$ 36.05	Alumina Trihydrate(FR)	NO	YES
Broadloom	Whip Stitch / QS	BC376	Unibond Plus	12'	SY	Fiber Art	Colorstrand	\$ 18.87	Alumina Trihydrate(FR)	NO	YES
Broadloom	Wired Mesh / QS	BC393	Unibond Plus	12'	SY	Metal Craft	Colorstrand	\$ 21.45	Alumina Trihydrate(FR)	NO	YES
Modular	A Premonition II	GT161	EcoFlex NXT	24x24	SY	Sixth Sense II	Duracolor	\$ 57.33	NONE	NO	YES
Modular	Academic View / QS	BT433	EcoFlex Matrix	24x24	SY		Colorstrand	\$ 26.52	NONE	NO	YES
Modular	Adaptable / QS	BT432	EcoFlex Matrix	24x24	SY		Colorstrand	\$ 26.52	NONE	NO	YES
Modular	Amplitude	GT147	EcoFlex NXT	24x24	SY	Power Surge	Duracolor	\$ 49.06	NONE	NO	YES
Modular	Amused II	GT313	EcoFlex NXT	24x24	SY	State of Mind III	Duracolor	\$ 58.35	NONE	NO	YES
Modular	Artist II / QS	BT380	EcoFlex ICT	24x24	SY		Colorstrand	\$ 29.70	Coal Fly Ash, PVC	NO	YES
Modular	Audacious	BT359	EcoFlex ICT	24x24	SY		Colorstrand	\$ 28.67	Coal Fly Ash, PVC	NO	YES
Modular	Biomorph	KT256	EcoFlex NXT	24x24	SY	Biomorph	Duracolor	\$ 42.04	NONE	NO	YES
Modular	Biomorph	KT256	EcoFlex NXT	24x24	SY	Biomorph	Duracolor	\$ 42.04	NONE	NO	YES
Modular	Braided Texture	KT231	EcoFlex NXT	24x24	SY	Braided Texture	Duracolor Tricolor	\$ 60.09	NONE	NO	YES
Modular	Braided Texture	KT231	EcoFlex NXT	24x24	SY	Braided Texture	Duracolor Tricolor	\$ 60.09	NONE	NO	YES
Modular	Brain Power	GT136	EcoFlex NXT	24x24	SY	Mind Over Matter	Duracolor	\$ 45.54	NONE	NO	YES
Modular	By The Book	GT091	EcoFlex ICT	24x24	SY		Antron	\$ 42.98	Coal Fly Ash, PVC	NO	YES
Modular	CEO II / QS	BT382	EcoFlex ICT	24x24	SY		Colorstrand	\$ 29.70	Coal Fly Ash, PVC	NO	YES
Modular	Character Lines	GT099	EcoFlex ICT	24x24	SY		Antron	\$ 53.91	Coal Fly Ash, PVC	NO	YES
Modular	ChillD	GT424	EcoFlex NXT	12x36	SY	Relaxing Floors	Duracolor Tricolor	\$ 48.07	NONE	NO	YES
Modular	City Fragments	GT100	EcoFlex ICT	24x24	SY		Antron	\$ 53.91	Coal Fly Ash, PVC	NO	YES
Modular	Clever Class / QS	BT408	EcoFlex ICT	24x24	SY		Colorstrand	\$ 19.02	Coal Fly Ash, PVC	NO	YES
Modular	Coolly Noted / QS	BT336	EcoFlex ICT	24x24	SY		Colorstrand	\$ 19.02	Coal Fly Ash, PVC	NO	YES
Modular	Curious	GT150	EcoFlex NXT	24x24	SY	State of Mind II	Duracolor Tricolor	\$ 48.12	NONE	NO	YES
Modular	DesignConnect II	GT106	EcoFlex ICT	24x24	SY		Antron	\$ 52.08	Coal Fly Ash, PVC	NO	YES
Modular	DesignFrame	GT107	EcoFlex ICT	24x24	SY		Antron	\$ 52.08	Coal Fly Ash, PVC	NO	YES
Modular	DesignScene II	GT105	EcoFlex ICT	24x24	SY		Antron	\$ 50.95	Coal Fly Ash, PVC	NO	YES
Modular	Diagonal Relief	KT237	EcoFlex NXT	24x24	SY	Moving Floors	Duracolor Tricolor	\$ 70.34	NONE	NO	YES
Modular	Diagonal Relief	KT237	EcoFlex NXT	24x24	SY	Moving Floors	Duracolor Tricolor	\$ 70.34	NONE	NO	YES
Modular	Diffuse	BT425	EcoFlex ICT	12x36	SY		Colorstrand	\$ 37.50	Coal Fly Ash, PVC	NO	YES
Modular	Doctor II / QS	BT381	EcoFlex ICT	24x24	SY		Colorstrand	\$ 29.70	Coal Fly Ash, PVC	NO	YES
Modular	Emerging Lights II	GT157	EcoFlex NXT	24x24	SY	Sequences II	Duracolor	\$ 49.15	NONE	NO	YES
Modular	Enlivened / QS	BT455	EcoFlex Matrix	24x24	SY		Colorstrand	\$ 26.52	NONE	NO	YES
Modular	Enthralled II	GT314	EcoFlex NXT	24x24</							

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Modular	Get Around	GT092	EcoFlex ICT	24x24	SY		Antron	\$ 42.98	Coal Fly Ash, PVC	NO	YES
Modular	Ground Strata II	GT159	EcoFlex NXT	24x24	SY	Sequences II	Duracolor	\$ 49.15	NONE	NO	YES
Modular	Hem	GT178	EcoFlex NXT	24x24	SY	Denim	Duracolor	\$ 41.19	NONE	NO	YES
Modular	Hem Plank	GT295	EcoFlex NXT	12x36	SY	Denim	Duracolor	\$ 48.92	NONE	NO	YES
Modular	Hidden Dimension	BT497	Ecoflex Matrix	24x24	SY		Colorstrand	\$ 25.75	NONE	NO	YES
Modular	High Marks	GT108	EcoFlex ICT	24x24	SY		Antron	\$ 42.98	Coal Fly Ash, PVC	NO	YES
Modular	Horsepower II	GT170	EcoFlex NXT	24x24	SY	Motorsport II	Duracolor	\$ 52.22	NONE	NO	YES
Modular	Hyper Earth Plank	BT405	EcoFlex ICT	12x36	SY		Colorstrand	\$ 38.88	Coal Fly Ash, PVC	NO	YES
Modular	In The Loop / QS	BT309	EcoFlex ICT	24x24	SY		Colorstrand	\$ 32.77	Coal Fly Ash, PVC	NO	YES
Modular	Inseam Plank	GT297	EcoFlex NXT	12x36	SY	Denim	Duracolor	\$ 48.92	NONE	NO	YES
Modular	Intercosmic	KT251	EcoFlex NXT	24x24	SY	Earth to Sky	Duracolor	\$ 70.34	NONE	NO	YES
Modular	Intercosmic	KT251	EcoFlex NXT	24x24	SY	Earth to Sky	Duracolor	\$ 70.34	NONE	NO	YES
Modular	It's a Sign II	GT162	EcoFlex NXT	24x24	SY	Sixth Sense II	Duracolor	\$ 57.33	NONE	NO	YES
Modular	Jacket II	GT171	EcoFlex NXT	24x24	SY	Menswear II	Duracolor	\$ 46.07	NONE	NO	YES
Modular	Jean	GT177	EcoFlex NXT	24x24	SY	Denim	Duracolor	\$ 41.19	NONE	NO	YES
Modular	Know-How	GT137	EcoFlex NXT	24x24	SY	Mind Over Matter	Duracolor	\$ 45.54	NONE	NO	YES
Modular	Lenticular Relief	KT240	EcoFlex NXT	24x24	SY	Moving Floors	Duracolor Tricolor	\$ 74.43	NONE	NO	YES
Modular	Living World	KT253	EcoFlex NXT	24x24	SY	Earth to Sky	Duracolor	\$ 70.34	NONE	NO	YES
Modular	Living World	KT253	EcoFlex NXT	24x24	SY	Earth to Sky	Duracolor	\$ 70.34	NONE	NO	YES
Modular	MellowD	GT426	EcoFlex NXT	12x36	SY	Relaxing Floors	Duracolor Tricolor	\$ 48.07	NONE	NO	YES
Modular	Metagalactic Plank	KT252	EcoFlex NXT	12x36	SY	Earth to Sky	Duracolor	\$ 70.34	NONE	NO	YES
Modular	Metagalactic Plank	KT252	EcoFlex NXT	12x36	SY	Earth to Sky	Duracolor	\$ 70.34	NONE	NO	YES
Modular	Mischievous	GT151	EcoFlex NXT	24x24	SY	State of Mind II	Duracolor Tricolor	\$ 48.12	NONE	NO	YES
Modular	New Basics III / QS	BT400	EcoFlex ICT	24x24	SY		Colorstrand	\$ 26.45	Coal Fly Ash, PVC	NO	YES
Modular	Off The Wall	GT195	EcoFlex NXT	24x24	SY	Street Thread	Duracolor	\$ 53.24	NONE	NO	YES
Modular	Photofinish II	GT169	EcoFlex NXT	24x24	SY	Motorsport II	Duracolor	\$ 52.22	NONE	NO	YES
Modular	Picture This / QS	BT334	EcoFlex ICT	24x24	SY		Colorstrand	\$ 19.02	Coal Fly Ash, PVC	NO	YES
Modular	Pix II	GT158	EcoFlex NXT	24x24	SY	Sequences II	Duracolor	\$ 53.25	NONE	NO	YES
Modular	Plane High	KT236	EcoFlex NXT	24x24	SY	Moving Floors	Duracolor Tricolor	\$ 70.34	NONE	NO	YES
Modular	Plane High	KT236	EcoFlex NXT	24x24	SY	Moving Floors	Duracolor Tricolor	\$ 70.34	NONE	NO	YES
Modular	Plane Low	KT235	EcoFlex NXT	24x24	SY	Moving Floors	Duracolor Tricolor	\$ 66.23	NONE	NO	YES
Modular	Plane Low	KT235	EcoFlex NXT	24x24	SY	Moving Floors	Duracolor Tricolor	\$ 66.23	NONE	NO	YES
Modular	Pop Icon	GT194	EcoFlex NXT	24x24	SY	Street Thread	Duracolor	\$ 53.24	NONE	NO	YES
Modular	Posture / QS	BT407	EcoFlex ICT	24x24	SY		Colorstrand	\$ 19.02	Coal Fly Ash, PVC	NO	YES
Modular	RestD	GT427	EcoFlex NXT	12x36	SY	Relaxing Floors	Duracolor Tricolor	\$ 48.07	NONE	NO	YES
Modular	Restore	BT417	EcoFlex ICT	24x24	SY		Colorstrand	\$ 37.58	Coal Fly Ash, PVC	NO	YES
Modular	Seek Unique / QS	BT335	EcoFlex ICT	24x24	SY		Colorstrand	\$ 19.02	Coal Fly Ash, PVC	NO	YES
Modular	Selvedge	GT179	EcoFlex NXT	24x24	SY	Denim	Duracolor	\$ 41.19	NONE	NO	YES
Modular	Shirt II	GT173	EcoFlex NXT	24x24	SY	Menswear II	Duracolor	\$ 52.22	NONE	NO	YES
Modular	Solve II	BT416	EcoFlex ICT	24x24	SY		Colorstrand	\$ 37.58	Coal Fly Ash, PVC	NO	YES
Modular	Starting Over	GT316	EcoFlex NXT	24x24	SY	Starting Over	Duracolor	\$ 39.20	NONE	NO	YES
Modular	Step In Style II / QS	GT312	EcoFlex ICT	24x24	SY	Tuff Stuff II	Duracolor	\$ 78.46	Coal Fly Ash, PVC	NO	YES
Modular	Step Up II / QS	GT311	EcoFlex ICT	24x24	SY	Tuff Stuff II	Duracolor	\$ 89.71	Coal Fly Ash, PVC	NO	YES
Modular	Structured Mesh	GT380	EcoFlex NXT	24x24	SY	Uncovered	Duracolor	\$ 39.15	NONE	NO	YES
Modular	Super Fresh	GT196	EcoFlex NXT	24x24	SY	Street Thread	Duracolor	\$ 53.24	NONE	NO	YES
Modular	Take Note	GT090	EcoFlex ICT	24x24	SY		Antron	\$ 42.98	Coal Fly Ash, PVC	NO	YES
Modular	Taped Off	GT197	EcoFlex NXT	24x24	SY	Street Thread	Duracolor	\$ 50.74	NONE	NO	YES
Modular	The Field II	GT104	EcoFlex ICT	24x24	SY		Antron	\$ 56.27	Coal Fly Ash, PVC	NO	YES
Modular	The Flow	GT109	EcoFlex ICT	24x24	SY		Antron	\$ 50.69	Coal Fly Ash, PVC	NO	YES
Modular	The Groove II	GT103	EcoFlex ICT	24x24	SY		Antron	\$ 54.57	Coal Fly Ash, PVC	NO	YES
Modular	Transformative	GT324	EcoFlex NXT	24x24	SY	Serenity	Duracolor	\$ 49.86	NONE	NO	YES
Modular	Unexpected Texture	GT377	EcoFlex NXT	24x24	SY	Uncovered	Duracolor	\$ 40.86	NONE	NO	YES
Modular	Urban Terrain	GT413	EcoFlex Matrix	24x24	SY	Nutopia Matrix	Duracolor	\$ 32.61	NONE	NO	YES
Modular	Urban Transit	GT414	EcoFlex Matrix	24x24	SY	Nutopia Matrix	Duracolor	\$ 32.61	NONE	NO	YES
Modular	Vacant Beauty	GT101	EcoFlex ICT	24x24	SY		Antron	\$ 53.15	Coal Fly Ash, PVC	NO	YES
Modular	Vandal	BT358	EcoFlex ICT	24x24	SY		Colorstrand	\$ 28.67	Coal Fly Ash, PVC	NO	YES
Modular	Vest	GT172	EcoFlex NXT	24x24	SY	Menswear II	Duracolor	\$ 44.04	NONE	NO	YES
Modular	Wavelength	GT149	EcoFlex NXT	24x24	SY	Power Surge	Duracolor	\$ 47.01	NONE	NO	YES
Modular	Wellbeing	GT325	EcoFlex NXT	24x24	SY	Serenity	Duracolor	\$ 49.86	NONE	NO	YES
Broadloom	Chilled Check / QS	GL320	Unibond Plus	12'	SY	Get SmArt	Duracolor Tricolor	\$ 29.18	NONE	NO	YES
Broadloom	Interplay / QS	GL415	Unibond Plus	12'	SY	Learn & Live	Duracolor Tricolor	\$ 20.59	NONE	NO	YES
Broadloom	Interplay Stripe / QS	GL416	Unibond Plus	12'	SY	Learn & Live	Duracolor Tricolor	\$ 20.59	NONE	NO	YES
Broadloom	Made to Move / QS	BQ219	Weldlok	12'	SY	Moving Forward	Colorstrand	\$ 18.87	NONE	NO	YES
Broadloom	Matte Finish	GL421	Unibond Plus	12'	SY	Textural Effects	Duracolor Tricolor	\$ 26.51	NONE	NO	YES
Broadloom	Mindful - 20 / QS	BQ395	Weldlok	12'	SY	Mindful	PET	\$ 7.72	NONE	NO	YES
Broadloom	Mindful - 26 / QS	BQ396	Weldlok	12'	SY	Mindful	PET	\$ 10.28	NONE	NO	YES
Broadloom	Mindful - Base / QS	BQ397	Weldlok	12'	SY	Mindful	PET	\$ 7.30	NONE	NO	YES
Broadloom	Miranda Stitchlock / QS	GL417	Unibond Plus	12'	SY	Learn & Live	Duracolor Tricolor	\$ 20.59	NONE	NO	YES
Broadloom	Moss Moderne	GL420	Unibond Plus	12'	SY	Textural Effects	Duracolor Tricolor	\$ 27.46	NONE	NO	YES
Broadloom	On the Rise / QS	BQ221	Weldlok	12'	SY	Moving Forward	Colorstrand	\$ 18.87	NONE	NO	YES
ERT	Active Tec Metro	C0072		18" x 18"	SF	Active Tec		\$ 5.71	NONE	NO	YES
ERT	Active Tec Slate	C0073		18" x 18"	SF	Active Tec		\$ 5.71	NONE	NO	YES
ERT	Active Tec Stone	C0071		18" x 18"	SF	Active Tec		\$ 5.71	NONE	NO	YES
ERT	Active Tec Travertine	C0074		18" x 18"	SF	Active Tec		\$ 5.71	NONE	NO	YES
ERT	Active Tec Wood	LP6		6" x 36"	SF	Active Tec		\$ 5.71	NONE	NO	YES
ERT	Antiek	C0015		9" x 48"	SF			\$ 5.45	NONE	NO	YES
ERT	Antiek	C0015		8" x 60"	SF			\$ 5.45	NONE	NO	YES
ERT	Bolder	C0010		36" x 36"	SF	Hot & Heavy		\$ 5.60	NONE	NO	YES
ERT	Centrato	C0104		7"x51"	SF			\$ 3.34	NONE	NO	YES
ERT	Edgeland	C0085		6" x 48"	SF			\$ 2.14	NONE	NO	YES
ERT	Etchworks	C0064		6" x 48"	SF			\$ 4.40	NONE	NO	YES
ERT	Grainiac	C0013		6" x 48"	SF			\$ 2.76	NONE	NO	YES
ERT	Grown Up	C0075		9" x 59"	SF	Hot & Heavy		\$ 6.60	NONE	NO	YES
ERT	Hemstitch	CR710		9.25"x59.25"	SF	Sakiori		\$ 7.39	NONE	NO	YES
ERT	Hit the Mark	C0095		7.25" x 48"	SF	Hit the Mark		\$ 6.09	NONE	NO	YES
ERT	Hit the Mark	C0095		18" x 36"	SF	Hit the Mark		\$ 6.09	NONE	NO	YES
ERT	Hit the Mark	C0095		12" x 24"	SF	Hit the Mark		\$ 6.09	NONE	NO	YES
ERT	Lajara	C0134		6" x 48"	SF			\$ 1.74	NONE	NO	YES
ERT	Lineate	C0089		9" x 59"	SF	Hot & Heavy		\$ 5.60	NONE	NO	YES
ERT	Linked	CR708		9.84"x39.37"	SF	Sakiori		\$ 7.39	NONE	NO	YES
ERT	Living Local Glue Down	C2039		6" x 48"	SF			\$ 3.34	NONE	NO	YES
ERT	Matuto Plus	C0101		12" x 24"	SF			\$ 4.73	NONE	NO	YES
ERT	Metal	C0059		18" x 36"	SF	Hot & Heavy		\$ 6.60	NONE	NO	YES
ERT	Mixte Solid	C0090		36" x 36"	SF	Hot & Heavy		\$ 5.60	NONE	NO	YES
ERT	Mixte Stripe	C0091		36" x 36"	SF	Hot & Heavy		\$ 5.60	NONE	NO	YES
ERT	Molveno Stones	C0109		11.75" x 35.75"	SF	Molveno		\$ 5.19	NONE	NO	YES
ERT	Molveno Woods	C0110		7.75" x 59.75"	SF	Molveno		\$ 5.19	NONE	NO	YES
ERT	Morikato Stone	C0016		18" x 36"	SF	Morikato		\$ 5.29	NONE	NO	YES
ERT	Morikato Stone	C0016		12" x 24"	SF	Morikato		\$ 5.29	NONE	NO	YES
ERT	Morikato Wood	C0016		7" x 48"	SF	Morikato		\$ 5.29	NONE	NO	YES
ERT	Pivot Point	C0113		7" x 48"	SF	Pivot Point		\$ 5.58	NONE	NO	YES
ERT	Pivot Point	C0113		36"x36"	SF	Pivot Point		\$ 5.58	NONE	NO	YES
ERT	Prizefighter	C0133		7"x48"	SF			\$ 5.19	NONE	NO	YES
ERT	Secoya	C0009		9" x 59"	SF	Hot & Heavy		\$ 5.60	NONE	NO	YES
ERT	Select Step II Stone	CR704		18"x36"	SF	Select Step II		\$ 4.19	NONE	NO	YES
ERT	Select Step II Wood	CR703		7.25"x48"	SF	Select Step II		\$ 4.19	NONE	NO	YES
ERT	Select Step Stone	C0007		18" x 18"	SF	Select Step		\$ 4.19	NONE	NO	YES
ERT	Select Step Stone	C0007		18" x 36"	SF	Select Step		\$ 4.19	NONE	NO	YES
ERT	Select Step Wood	C0007		7.25" x 48"	SF	Select Step		\$ 4.19	NONE	NO	YES
ERT	Select Step Wood	C0007		6" x 48"	SF	Select Step		\$ 4.19	NONE	NO	YES
ERT	Strong Step	C0003		6" x 48"	SF			\$ 2.14	NONE	NO	YES
ERT	Trenta Stone	C0053		12" x 24"	SF	Trenta		\$ 6.64	NONE	NO	YES
ERT	Trenta Stone	C0054		18" x 18"	SF	Trenta		\$ 6.64	NONE	NO	YES
ERT	Trenta Stone	C0055		18" x 36"	SF	Trenta		\$ 6.64	NONE	NO	YES
ERT	Trenta Wood	C0050		4" x 36"	SF	Trenta		\$ 6.64	NONE	NO	YES
ERT	Trenta Wood	C0051		7.25" x 48"	SF	Trenta		\$ 6.64	NONE	NO	YES
ERT	Trenta Wood	C0052		9" x 48"	SF	Trenta		\$ 6.64	NONE	NO	YES
ERT	Vivid Step Plank	CR705		6"x48"	SF	Vivid Step		\$ 1.91	NONE	NO	YES
ERT	Vivid Step Stone	CR706		12"x24"	SF	Vivid Step		\$ 1.91	NONE	NO	YES
ERT	Weave	CR709		18"x36"	SF	Sakiori		\$ 7.39	NONE	NO	YES
Laminate		1967	C2010		SF	In the Groove		\$ 4.66	NONE	NO	YES
Laminate	Boho		C2009		SF	In the Groove		\$ 4.66	NONE	NO	YES
Modular Tile	Archaic Form Plank	GT321	EcoFlex ICT	12x36	SY		Antron	\$ 47.82	NONE	NO	YES

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Modular Tile	Audacious	BT359	EcoFlex ICT	24x24	SY		Colorstrand	\$ 28.67	NONE	NO	YES
Modular Tile	Awareness	BT384	EcoFlex ICT	24x24	SY		Colorstrand	\$ 32.12	NONE	NO	YES
Modular Tile	Baccharis	GT408	EcoFlex NXT	24x25	SY	Healthy Environments	Duracolor Tricolor	\$ 39.49	NONE	NO	YES
Modular Tile	Blended Twist / QS	BT413	EcoFlex ICT	24x24	SY		Colorstrand	\$ 22.78	NONE	NO	YES
Modular Tile	Blurred Lines	GT191	EcoFlex ICT	24x24	SY		Antron	\$ 43.73	NONE	NO	YES
Modular Tile	Braided Stream II	GT175	EcoFlex NXT	24x24	SY	Modern Organics II	Duracolor Tricolor	\$ 47.09	NONE	NO	YES
Modular Tile	Caliber / QS	BT282	EcoFlex ICT	24x24	SY		Colorstrand	\$ 29.12	NONE	NO	YES
Modular Tile	Central Point	BT428	EcoFlex Matrix	24x24	SY		Colorstrand	\$ 24.02	NONE	NO	YES
Modular Tile	Chitalpa	GT407	EcoFlex NXT	24x24	SY	Healthy Environments	Duracolor Tricolor	\$ 39.49	NONE	NO	YES
Modular Tile	Color Balance Plank	GT405	EcoFlex NXT	12x36	SY	Color Balance	Duracolor	\$ 38.92	NONE	NO	YES
Modular Tile	ColorBeat Plank	GT298	EcoFlex NXT	12x36	SY	Colorbeat	Duracolor Tricolor	\$ 46.07	NONE	NO	YES
Modular Tile	Creative Spark	BT426	EcoFlex Matrix	24x24	SY		Colorstrand	\$ 24.02	NONE	NO	YES
Modular Tile	Datum / QS	BT284	EcoFlex ICT	24x24	SY		Colorstrand	\$ 29.12	NONE	NO	YES
Modular Tile	Diffuse	BT425	EcoFlex ICT	24x24	SY		Colorstrand	\$ 37.50	NONE	NO	YES
Modular Tile	Digital Terrain Plank	GT341	EcoFlex NXT	24x24	SY	Expedition	Duracolor Tricolor	\$ 45.01	NONE	NO	YES
Modular Tile	Disruptive Path / QS	BT430	EcoFlex NXT	24x24	SY		Colorstrand	\$ 36.40	NONE	NO	YES
Modular Tile	Draft Point	BT427	EcoFlex Matrix	24x24	SY		Colorstrand	\$ 24.02	NONE	NO	YES
Modular Tile	Drifted Ground Plank / QS	QB389	EcoFlex ICT	12x36	SY		Colorstrand	\$ 37.75	NONE	NO	YES
Modular Tile	Ecosphere / QS	GT333	EcoFlex NXT	24x24	SY	Expedition	Duracolor Tricolor	\$ 39.31	NONE	NO	YES
Modular Tile	Field Overlay	GT403	EcoFlex NXT	24x24	SY	Lichen	Duracolor	\$ 40.32	NONE	NO	YES
Modular Tile	First One Up II / QS	BT443	EcoFlex ICT	24x24	SY		Colorstrand	\$ 30.94	NONE	NO	YES
Modular Tile	Framed Structure / QS	BT436	EcoFlex Matrix	24x24	SY		Colorstrand	\$ 22.01	NONE	NO	YES
Modular Tile	Gravitational Plank	GT343	EcoFlex NXT	12x36	SY	Expedition	Duracolor Tricolor	\$ 45.01	NONE	NO	YES
Modular Tile	Ground Cover	GT402	EcoFlex NXT	24x24	SY	Lichen	Duracolor	\$ 54.84	NONE	NO	YES
Modular Tile	Headstrong / QS	BT354	EcoFlex ICT	24x24	SY		Colorstrand	\$ 28.67	NONE	NO	YES
Modular Tile	Hustle and Bustle	GT307	EcoFlex NXT	24x24	SY	On The Scene	Duracolor Tricolor	\$ 39.63	NONE	NO	YES
Modular Tile	Hydrosphere / QS	GT332	EcoFlex NXT	24x24	SY	Expedition	Duracolor Tricolor	\$ 39.31	NONE	NO	YES
Modular Tile	Insurgent	BT367	EcoFlex ICT	24x24	SY		Colorstrand	\$ 33.28	NONE	NO	YES
Modular Tile	Integrate	BT423	EcoFlex ICT	24x24	SY		Colorstrand	\$ 34.87	NONE	NO	YES
Modular Tile	Interthread / QS	BT449	EcoFlex Matrix	24x24	SY		Colorstrand	\$ 15.95	NONE	NO	YES
Modular Tile	Into It	GT319	EcoFlex Matrix	24x24	SY	Get SmArt	Duracolor Tricolor	\$ 35.15	NONE	NO	YES
Modular Tile	Kinesthetic Plank	GT317	EcoFlex NXT	12x36	SY	Get SmArt	Duracolor Tricolor	\$ 38.59	NONE	NO	YES
Modular Tile	Late Night	GT306	EcoFlex NXT	24x24	SY	On The Scene	Duracolor Tricolor	\$ 39.63	NONE	NO	YES
Modular Tile	Lateral Surface	BT314	EcoFlex ICT	24x24	SY		Colorstrand	\$ 29.12	NONE	NO	YES
Modular Tile	Lithosphere / QS	GT334	EcoFlex NXT	24x24	SY		Duracolor Tricolor	\$ 39.31	NONE	NO	YES
Modular Tile	Macro Bloom Frosted Shield	GT388	EcoFlex NXT	24x24	SY	Lichen	Duracolor	\$ 54.84	NONE	NO	YES
Modular Tile	Metallic Path / QS	BT431	EcoFlex NXT	12x36	SY		Colorstrand	\$ 36.40	NONE	NO	YES
Modular Tile	Metamorphic Plank / QS	QB388	EcoFlex ICT	12x36	SY		Colorstrand	\$ 37.74	NONE	NO	YES
Modular Tile	Micro Bloom Frosted Shield	GT397	EcoFlex NXT	24x24	SY	Lichen	Duracolor	\$ 54.84	NONE	NO	YES
Modular Tile	Mindful / QS	BT446	EcoFlex NXT	24x24	SY		Envirostrand	\$ 14.22	NONE	NO	YES
Modular Tile	Mindful Stripe / QS	BT447	EcoFlex Matrix	24x24	SY		Envirostrand	\$ 14.22	NONE	NO	YES
Modular Tile	Mix and Match Plank	BT385	EcoFlex ICT	12x36	SY		Colorstrand	\$ 36.17	NONE	NO	YES
Modular Tile	Mutineer	BT366	EcoFlex ICT	24x24	SY		Colorstrand	\$ 33.28	NONE	NO	YES
Modular Tile	On the Surface II	GT176	EcoFlex NXT	24x24	SY	Modern Organics II	Duracolor Tricolor	\$ 47.09	NONE	NO	YES
Modular Tile	Outer Layers Plank	GT323	EcoFlex ICT	12x36	SY		Antron	\$ 47.82	NONE	NO	YES
Modular Tile	Ready Confetti	BT383	EcoFlex ICT	24x24	SY		Colorstrand	\$ 32.12	NONE	NO	YES
Modular Tile	Reawakened Plank	GT302	EcoFlex NXT	12x36	SY	New Vintage	Duracolor Tricolor	\$ 47.82	NONE	NO	YES
Modular Tile	Rebel	BT357	EcoFlex ICT	24x24	SY		Colorstrand	\$ 28.67	NONE	NO	YES
Modular Tile	Reckless / QS	BT353	EcoFlex ICT	24x24	SY		Colorstrand	\$ 28.67	NONE	NO	YES
Modular Tile	Reconstruct	BT424	EcoFlex ICT	24x24	SY		Colorstrand	\$ 34.87	NONE	NO	YES
Modular Tile	Rediscovered Plank	GT303	EcoFlex NXT	12x36	SY	New Vintage	Duracolor Tricolor	\$ 47.82	NONE	NO	YES
Modular Tile	Relative Degree	GT192	EcoFlex ICT	24x24	SY		Antron	\$ 43.73	NONE	NO	YES
Modular Tile	Rendered Reality	GT193	EcoFlex ICT	24x24	SY		Antron	\$ 43.73	NONE	NO	YES
Modular Tile	Riot / QS	BT355	EcoFlex ICT	24x24	SY		Colorstrand	\$ 28.67	NONE	NO	YES
Modular Tile	Rise Up / QS	GT420	EcoFlex NXT	24x24	SY	Learn & Live	Duracolor Tricolor	\$ 28.33	NONE	NO	YES
Modular Tile	River Rush II	GT174	EcoFlex NXT	24x24	SY	Modern Organics II	Duracolor Tricolor	\$ 47.09	NONE	NO	YES
Modular Tile	Sector / QS	BT285	EcoFlex ICT	24x24	SY		Colorstrand	\$ 29.12	NONE	NO	YES
Modular Tile	Seismic Wave Plank	GT342	EcoFlex NXT	12x36	SY	Expedition	Duracolor Tricolor	\$ 45.01	NONE	NO	YES
Modular Tile	Shaded Lines / QS	BT437	EcoFlex Matrix	24x24	SY		Colorstrand	\$ 22.01	NONE	NO	YES
Modular Tile	Shared Path / QS	BT429	EcoFlex NXT	12x36	SY		Colorstrand	\$ 36.40	NONE	NO	YES
Modular Tile	Side Stripe / QS	GT419	EcoFlex NXT	24x24	SY	Learn & Live	Duracolor Tricolor	\$ 27.46	NONE	NO	YES
Modular Tile	Statement Fabric / QS	BT448	EcoFlex Matrix	24x24	SY		Envirostrand	\$ 15.95	NONE	NO	YES
Modular Tile	Statement Stone / QS	QB390	EcoFlex ICT	24x24	SY		Colorstrand	\$ 34.40	NONE	NO	YES
Modular Tile	Streetscapes	GT308	EcoFlex NXT	24x24	SY	On The Scene	Duracolor Tricolor	\$ 39.63	NONE	NO	YES
Modular Tile	Swipe Right / QS	GT418	EcoFlex NXT	24x24	SY	Learn & Live	Duracolor Tricolor	\$ 27.46	NONE	NO	YES
Modular Tile	Tactile Infusion	GT422	EcoFlex NXT	24x24	SY	Textural Effects	Duracolor Tricolor	\$ 32.61	NONE	NO	YES
Modular Tile	Thematic Thread	GT423	EcoFlex NXT	24x24	SY	Textural Effects	Duracolor Tricolor	\$ 32.61	NONE	NO	YES
Modular Tile	Threaded Craft / QS	BT414	EcoFlex ICT	24x24	SY		Colorstrand	\$ 22.78	NONE	NO	YES
Modular Tile	Tranquil Beauty Plank	GT309	EcoFlex NXT	12x36	SY	Tranquil Beauty	Duracolor Tricolor	\$ 44.13	NONE	NO	YES
Modular Tile	Transformed Façade Plank	GT322	EcoFlex ICT	12x36	SY		Antron	\$ 47.82	NONE	NO	YES
Modular Tile	Urban Canvas	GT412	EcoFlex NXT	24x24	SY	Nutopia	Duracolor	\$ 43.32	NONE	NO	YES
Modular Tile	Urban Field	GT411	EcoFlex NXT	24x24	SY	Nutopia	Duracolor	\$ 56.59	NONE	NO	YES
Modular Tile	Urban Fringe	GT410	EcoFlex NXT	24x24	SY	Nutopia	Duracolor	\$ 56.59	NONE	NO	YES
Modular Tile	Urban Passage	GT409	EcoFlex NXT	24x24	SY	Nutopia	Duracolor	\$ 56.59	NONE	NO	YES
Modular Tile	Vandal	BT358	EcoFlex ICT	24x24	SY		Colorstrand	\$ 21.07	NONE	NO	YES
Modular Tile	Venturesome / QS	BT356	EcoFlex ICT	24x24	SY		Colorstrand	\$ 21.07	NONE	NO	YES
Modular Tile	Wildstyle	BT360	EcoFlex ICT	24x24	SY		Colorstrand	\$ 21.07	NONE	NO	YES
Modular Tile	Write Direction Plank	GT318	EcoFlex NXT	12x36	SY	Get SmArt	Duracolor Tricolor	\$ 38.59	NONE	NO	YES
Modular Tile	Xeric	GT406	EcoFlex NXT	24x24	SY	Healthy Environments	Duracolor Tricolor	\$ 39.49	NONE	NO	YES
Modular Tile	X-Factor / QS	BT212	EcoFlex ICT	24x24	SY		Colorstrand	\$ 15.89	NONE	NO	YES
Resilient Shee	Calmness	C2023		6' & 12'	SY	Serenity		\$ 33.28	NONE	NO	YES
Resilient Shee	Ephemeral	C2022		6' & 12'	SY	Serenity		\$ 33.28	NONE	NO	YES
Resilient Shee	Geomorphic	C20144/C20		6' & 12'	SY	Healthy Environments		\$ 33.28	NONE	NO	YES
Resilient Shee	Inner Glow	C2035		12'	SY	Social Harmony		\$ 14.77	NONE	NO	YES
Resilient Shee	Juniperus	C2042/C204		6' & 12'	SY	Healthy Environments		\$ 33.28	NONE	NO	YES
Resilient Shee	Klei Firma	C2046/C204		6' & 12'	SY	Healthy Environments		\$ 33.28	NONE	NO	YES
Resilient Shee	Medella	C2048		6' 6"	SY	Healthy Environments		\$ 36.92	NONE	NO	YES
Resilient Shee	Resplendent Refuge	C2036		12'	SY	Social Harmony		\$ 14.77	NONE	NO	YES
Resilient Shee	Sensory	C2021		6' & 12'	SY	Serenity		\$ 33.28	NONE	NO	YES
Resilient Shee	Sisalana	C2040/C204		6' & 12'	SY	Healthy Environments		\$ 33.28	NONE	NO	YES
Resilient Shee	Striking Balance	C2037		12'	SY	Social Harmony		\$ 14.77	NONE	NO	YES
Resilient Shee	Therapeutic	C2020		6' & 12'	SY	Serenity		\$ 33.28	NONE	NO	YES
Rubber	4" Rubber Cove Base	C0116		4" x 1/8" x 120"	LF	TRUE		\$ 0.49	NONE	NO	YES
Rubber	Master Step Hammered	DSH		17-13/16" x 17-13/16"	SF	Master Step		\$ 10.73	NONE	NO	YES
Rubber	Master Step Hammered	DSH		35-11/16" x 35-11/16"	SF	Master Step		\$ 10.38	NONE	NO	YES
Rubber	Master Step Natural Slate	MLS		17-13/16" x 17-13/16"	SF	Master Step		\$ 10.73	NONE	NO	YES
Rubber	Master Step Natural Slate	MLS		35-11/16" x 35-11/16"	SF	Master Step		\$ 10.38	NONE	NO	YES
Rubber	Master Step Round	MCR		17-11/16" x 17-11/16"	SF	Master Step		\$ 9.79	NONE	NO	YES
Rubber	Master Step Round	MCR		35-1/2" x 35-1/2"	SF	Master Step		\$ 9.48	NONE	NO	YES
Rubber	Master Step Sheet 2mm	RROC		5' x 50' nominal rolls	SF	Master Step		\$ 6.53	NONE	NO	YES
Rubber	Master Step Sheet 3mm	RRO3C		5' x 50' nominal rolls	SF	Master Step		\$ 7.85	NONE	NO	YES
Rubber	Master Step Slate	MCA		17-13/16" x 17-13/16"	SF	Master Step		\$ 10.73	NONE	NO	YES
Rubber	Master Step Slate	MCA		35-11/16" x 35-11/16"	SF	Master Step		\$ 10.38	NONE	NO	YES
Rubber	TRUE Hammered	TRM		17-13/16" x 17-13/16"	SF	TRUE		\$ 12.59	NONE	NO	YES
Rubber	TRUE Hammered	TRM		35-11/16" x 35-11/16"	SF	TRUE		\$ 12.15	NONE	NO	YES
Rubber	TRUE Hues Sheet 3mm	CR900		5' x 50' nominal rolls	SF	TRUE Hues		\$ 9.08	NONE	NO	YES
Rubber	TRUE Medi-Flex Sheet 2mm	TRS2B		5' x 50' nominal rolls	SF	TRUE		\$ 7.25	NONE	NO	YES
Rubber	TRUE Medi-Flex Sheet 3mm	TRS3B		5' x 50' nominal rolls	SF	TRUE		\$ 9.08	NONE	NO	YES
Rubber	TRUE Medi-Flex Tile 2mm	TRSTB		17-13/16" x 17-13/16"	SF	TRUE		\$ 9.84	NONE	NO	YES
Rubber	TRUE Medi-Flex Tile 2mm	TRSTB		35-11/16" x 35-11/16"	SF	TRUE		\$ 9.59	NONE	NO	YES
Rubber	TRUE Medi-Flex Tile 3mm	TRSI B		17-13/16" x 17-13/16"	SF	TRUE		\$ 12.23	NONE	NO	YES
Rubber	TRUE Medi-Flex Tile 3mm	TRSI B		35-11/16" x 35-11/16"	SF	TRUE		\$ 11.99	NONE	NO	YES
Rubber	TRUE Natural Slate	TRA		17-13/16" x 17-13/16"	SF	TRUE		\$ 12.59	NONE	NO	YES
Rubber	TRUE Natural Slate	TRA		35-11/16" x 35-11/16"	SF	TRUE		\$ 12.15	NONE	NO	YES
Rubber	TRUE Round	TRR		17-11/16" x 17-11/16"	SF	TRUE		\$ 12.15	NONE	NO	YES
Rubber	TRUE Round	TRR		35-1/2" x 35-1/2"	SF	TRUE		\$ 11.76	NONE	NO	YES
Rubber	TRUE Slate	TRF		17-13/16" x 17-13/16"	SF	TRUE		\$ 12.59	NONE	NO	YES
Rubber	TRUE Slate	TRF		35-11/16" x 35-11/16"	SF	TRUE		\$ 12.15	NONE	NO	YES
Stair Tread	Hammered, Solid Tile	THS		17-13/16" x 17-13/16"	SF	TRUE		\$ 6.03	NONE	NO	YES
Stair Tread	Hammered, Tread Only	RTH		48", 72"	LF	Master Step		\$ 18.09	NONE	NO	YES
Stair Tread	Hammered, Tread Only	RTM		48", 72"	LF	TRUE		\$ 20.12	NONE	NO	YES
Stair Tread	Hammered, With Riser	OPH		48", 72"	LF	Master Step		\$ 21.70	NONE	NO	YES
Stair Tread	Hammered, With Riser	OPM		48", 72"	LF	TRUE		\$ 24.11	NONE	NO	YES

Attachment D – National Price Schedule
UCOP Agreement# 2020002149

Stair Tread	Hammered, With Riser & Visual Strip	OVH	48", 72"	LF	Master Step		\$ 25.90	NONE	NO	YES
Stair Tread	Hammered, With Riser & Visual Strip	OVM	48", 72"	LF	TRUE		\$ 28.32	NONE	NO	YES
Stair Tread	Hammered, With Visual Strip	RVH	48", 72"	LF	Master Step		\$ 22.30	NONE	NO	YES
Stair Tread	Hammered, With Visual Strip	RVM	48", 72"	LF	TRUE		\$ 24.30	NONE	NO	YES
Stair Tread	Round, Tread Only	RTRC	36", 48", 72"	LF	Master Step		\$ 18.09	NONE	NO	YES
Stair Tread	Round, Tread Only	TRNB	36", 48", 72"	LF	TRUE		\$ 20.12	NONE	NO	YES
Stair Tread	Round, With Riser	OPRC	36", 48", 72"	LF	Master Step		\$ 21.70	NONE	NO	YES
Stair Tread	Round, With Riser	TROB	36", 48", 72"	LF	TRUE		\$ 24.11	NONE	NO	YES
Stair Tread	Round, With Riser & Visual Strip	OVRC	36", 48", 72"	LF	Master Step		\$ 25.90	NONE	NO	YES
Stair Tread	Round, With Riser & Visual Strip	TROB	36", 48", 72"	LF	TRUE		\$ 28.32	NONE	NO	YES
Stair Tread	Round, With Visual Strip	RVRC	36", 48", 72"	LF	Master Step		\$ 22.30	NONE	NO	YES
Stair Tread	Round, With Visual Strip	TRPB	36", 48", 72"	LF	TRUE		\$ 24.30	NONE	NO	YES
Wood	City Feel	KH222	7.00"	SF	Reroot		\$ 8.64	NONE	NO	YES
Wood	Collector's Edition	KH223	5.00"	SF	Local Legacy		\$ 9.42	NONE	NO	YES
Wood	Collector's Edition	KH223	5.00"	SF	Reroot		\$ 9.42	NONE	NO	YES
Wood	Davis Hickory	MCH18	5.00"	SF	Davis		\$ 7.13	NONE	NO	YES
Wood	Davis Maple	MCH17	5.00"	SF	Davis		\$ 7.13	NONE	NO	YES
Wood	Davis Oak 3.00"	MCH19	3.00"	SF	Davis		\$ 5.77	NONE	NO	YES
Wood	Davis Oak 5.00"	MCH20	5.00"	SF	Davis		\$ 6.22	NONE	NO	YES
Wood	Reclaimed Revival	KH221	7.48"	SF	Reroot		\$ 10.47	NONE	NO	YES
Wood	Style Edition	KH242	5.00"	SF	Local Legacy		\$ 9.91	NONE	NO	YES
Wood	Tentree	MCH23	7.00"	SF	Silvius		\$ 8.44	NONE	NO	YES
Accessories	AccuSound	VU01C	5' x 40'	SF	Glue Down, Loose Lay		\$ 0.41	NONE	NO	YES
Accessories	ActiveSound	VU02C	3.87' x 27.77"	SF	Click		\$ 0.81	NONE	NO	YES
Accessories	Baby Threshold	HENDD	84"	EA	Local Legacy, Davis EW, City Feel		\$ 42.25	NONE	NO	YES
Accessories	Baby Threshold	HENDE	84"	EA	Silvius, Davis Solid		\$ 42.25	NONE	NO	YES
Accessories	Chemical Weld Cartridge	LOCHC	1.7 oz - 40 lf	EA	Master Step, TRUE		\$ 26.39	NONE	NO	YES
Accessories	Dual Cartridge Gun	LOCDC	EA	EA	Master Step, TRUE		\$ 93.15	NONE	NO	YES
Accessories	Durabond Package (Gun & Nozzle)	LOPCP	EA	EA	Master Step, TRUE		\$ 111.50	NONE	NO	YES
Accessories	Flush Stair Nose	HFSTC	84"	EA	Davis EW, Style Edition, Spring Edition		\$ 54.18	NONE	NO	YES
Accessories	Flush Stair Nose	HFSTD	84"	EA	Collector's Edition City Feel		\$ 54.18	NONE	NO	YES
Accessories	Flush Stair Nose	HFSTE	84"	EA	Silvius, Reclaimed Revival		\$ 54.18	NONE	NO	YES
Accessories	Flush Stair Nose	HFSTF	84"	EA	Davis Solid		\$ 54.18	NONE	NO	YES
Accessories	Heterogeneous Sheet Vinyl Weld Rod	WELDC	165 lf	RL	Serenity/Healthy Environments		\$ 33.26	NONE	NO	YES
Accessories	Homogeneous Sheet Vinyl Weld Rod	MWRC	165 lf	RL	Medella		\$ 33.26	NONE	NO	YES
Accessories	Infuze Seam Sealer	INFZC	5 oz	EA	Serenity, Social Harmony		\$ 6.05	NONE	NO	YES
Accessories	Instaform Profile 3-in-1	HINPA	84"	EA	Reclaimed Revival		\$ 52.66	NONE	NO	YES
Accessories	Instaform Profile 5-in-1	MINC5	84"	EA			\$ 35.26	NONE	NO	YES
Accessories	Installation Kit	LT4C	EA	EA			\$ 11.45	NONE	NO	YES
Accessories	Instamatch Repair Kit	IM	EA	EA			\$ 21.02	NONE	NO	YES
Accessories	Master Step Weld Rod	RHWC	150 lf	RL	Master Step		\$ 72.95	NONE	NO	YES
Accessories	ProTech Steel Cap	PCAPC	8 lf	EA	Master Step, TRUE		\$ 3.27	NONE	NO	YES
Accessories	Quarter Round	HQRTA	84"	EA			\$ 20.75	NONE	NO	YES
Accessories	Quarter Round	MQND	94.50"	EA			\$ 5.66	NONE	NO	YES
Accessories	Reducer	HREDC	84"	EA	Davis EW, Style Edition		\$ 42.25	NONE	NO	YES
Accessories	Reducer	HREDD	84"	EA	Collector's Edition City Feel		\$ 42.25	NONE	NO	YES
Accessories	Reducer	HREDE	84"	EA	Silvius		\$ 42.25	NONE	NO	YES
Accessories	Reducer	HREDF	84"	EA	Davis Solid		\$ 42.25	NONE	NO	YES
Accessories	Scratch Repair Kit	VA8C-1	Individual Kit	EA			\$ 48.13	NONE	NO	YES
Accessories	Scratch Repair Kit	VA8C-3	Case of 3	EA			\$ 123.81	NONE	NO	YES
Accessories	SilentGuard Underlay	LU7AB	40" x 30'	RL			\$ 45.69	NONE	NO	YES
Accessories	Square Mix Nozzles (10 pack)	LOCNC	EA	EA	Master Step, TRUE		\$ 22.97	NONE	NO	YES
Accessories	Stair Nose	MSNP	84.00"	EA			\$ 29.83	NONE	NO	YES
Accessories	T-Molding	HTMDA	84"	EA			\$ 42.28	NONE	NO	YES
Accessories	TRUE Weld Rod	TRWB	150 lf	RL	TRUE		\$ 72.95	NONE	NO	YES
Accessories	Unifix Repair Tool	UT	EA	EA			\$ 107.60	NONE	NO	YES
Accessories	Visual Strip - Black	VITC-22	2.5" x 60'	RL	Master Step, TRUE		\$ 63.96	NONE	NO	YES
Accessories	Visual Strip - Night Glow	VIT-82	2.5" x 60'	RL	Master Step, TRUE		\$ 111.58	NONE	NO	YES
Accessories	Visual Strip - Red	VITC-52	2.5" x 60'	RL	Master Step, TRUE		\$ 79.76	NONE	NO	YES
Accessories	Visual Strip - White	VITC-18	2.5" x 60'	RL	Master Step, TRUE		\$ 79.76	NONE	NO	YES
Accessories	Visual Strip - Yellow	VITC-72	2.5" x 60'	RL	Master Step, TRUE		\$ 79.76	NONE	NO	YES
Adhesives	AD 535	SFE35	1-gallon, 2 Parts	EA			\$ 128.53	NONE	NO	YES
Adhesives	AD 777	AWP77	4-gallon	EA			\$ 200.02	NONE	NO	YES
Adhesives	AD888	AD888-01	Install Tool-EA	EA			\$ 222.29	NONE	NO	YES
Adhesives	AD888	AD888-02	Install Tool-EA	EA			\$ 3.74	NONE	NO	YES
Adhesives	AD888	AD888-03	Cartridge/Tube	EA			\$ 55.35	NONE	NO	YES
Adhesives	AquaFlex M100Plus	M100P	4-gallon	EA			\$ 1,122.70	NONE	NO	YES
Adhesives	AquaFlex M100Plus	M100M	32 oz Bottle 8lb Bag	EA			\$ 28.07	NONE	NO	YES
Adhesives	GLU1	GLU1	16 oz	EA			\$ 6.77	NONE	NO	YES
Adhesives	Infuze Seam Sealer	INFZC	5 oz	EA			\$ 6.23	NONE	NO	YES
Adhesives	M1000	M1000	4-gallon	EA			\$ 160.59	NONE	NO	YES
Adhesives	M45	M45C	30 oz	EA			\$ 4.01	NONE	NO	YES
Adhesives	M700	VA67C	4-gallon	EA			\$ 127.21	NONE	NO	YES
Adhesives	M92X	M92X	4-gallon	EA			\$ 90.19	NONE	NO	YES
Adhesives	M95.0	M95C	4-gallon	EA			\$ 140.53	NONE	NO	YES
Adhesives	M99.0	M99	4-gallon	EA			\$ 173.97	NONE	NO	YES
Adhesives	MS160	MS160	22 oz, Case of 6	EA			\$ 175.59	NONE	NO	YES
Adhesives	PrimeCoat	XL23C	4-gallon	EA			\$ 41.01	NONE	NO	YES
Adhesives	SurfaceSeal	XL26C	4-gallon	EA			\$ 96.21	NONE	NO	YES
Adhesives	EnPress	M004	4-gallon	EA			\$ 98.80	NONE	NO	YES
Adhesives	PermaLink	A067B	Rolls 27 3/4" wide x	EA			\$ 252.61	NONE	NO	YES
Adhesives	FlexLok	FLXTB	Box of 500 tabs	EA			\$ 89.82	NONE	NO	YES
Adhesives	NuBroadlok Premium Plus	B0020	4-gallon	EA			\$ 39.29	NONE	NO	YES
Adhesives	NuBroadlok VRT (Vapor Release T	B0030	4-gallon	EA			\$ 67.35	NONE	NO	YES
Adhesives	OptiSeal	M003B	4-gallon	EA			\$ 136.97	NONE	NO	YES
Adhesives	NuBroadlokLatex Seam Sealer	7702B	Case 12 x 8 oz	EA			\$ 79.71	NONE	NO	YES
Adhesives	LifeLoc Solvent Free, Moisture Pro	LLSSB	Case 12 x 8 oz	EA			\$ 102.17	NONE	NO	YES
Adhesives	NuBroadlokEdge Sealer	B267	Case 12 x 8 oz	EA			\$ 105.53	NONE	NO	YES

SUPPLIER: MohawkOne	UOM	New York Region 1: Bronx, Queens, Kings, Richmond, Nassau, Suffolk, Putnam, Westchester & Orange Counties		New York Region 2: Erie, Niagara, St. Lawrence, Franklin, Essex, Jefferson, Lewis, & Hamilton Counties		New York Region 3: Remainder of State of New York		Northeast Region: MA, ME, VT, NH, CT, RI, PA, VA, DC, RI, MD, DE, NJ		Southeast Region: AL, FL, GA, KY, NC, SC,		South: AR, AZ, TX, LA, MS		Central: KS, OH, MI, MN, WI, MO, OK, MS, NE, IA, PA, IL, IN		West CA, CO, HI, AK, NV, NM, OR, WA, WY, MT, ID, SD, ND, UT		Non-Continental: AK & HI	
		Labor Rate	Labor Rate	Labor Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	
Monday - Friday Standard 8 Hour Shift - Hourly Labor Rate for Flooring Contract Labor Services Not Listed	HR	\$168.03	\$168.03	\$124.48	\$124.48	\$168.03	\$82.23	\$111.02	\$82.23	\$111.02	\$82.23	\$111.02	\$82.23	\$111.02	\$101.20	\$136.64	Open Market	Open Market	
Monday - Friday Overtime - Add	SY	\$6.12	\$6.12	\$4.88	\$4.88	\$6.12	\$3.81	\$4.78	\$3.81	\$4.78	\$3.81	\$4.78	\$3.81	\$4.78	\$4.83	\$6.05	Open Market	Open Market	
Saturday - Add	SY	\$6.12	\$6.12	\$4.88	\$4.88	\$6.12	\$3.81	\$4.78	\$3.81	\$4.78	\$3.81	\$4.78	\$3.81	\$4.78	\$4.83	\$6.05	Open Market	Open Market	
Sunday & Holiday - Add	SY	\$9.17	\$9.17	\$7.34	\$7.34	\$9.17	\$5.73	\$7.16	\$5.73	\$7.16	\$5.73	\$7.16	\$5.73	\$7.16	\$7.27	\$9.07	Open Market	Open Market	
Installation Broadloom (direct glue down)	SY	\$14.84	\$14.84	\$10.99	\$10.99	\$14.84	\$7.85	\$10.61	\$8.46	\$11.42	\$8.46	\$11.42	\$8.46	\$11.42	\$10.86	\$14.65	Open Market	Open Market	
Installation Broadloom (direct glue down w/ pattern)	SY	\$15.65	\$15.65	\$11.59	\$11.59	\$15.65	\$8.46	\$11.42	\$9.06	\$12.23	\$9.06	\$12.23	\$9.06	\$12.23	\$11.46	\$15.46	Open Market	Open Market	
Installation Carpet Tile	SY	\$12.81	\$12.81	\$9.50	\$9.50	\$12.81	\$6.71	\$9.06	\$7.34	\$9.91	\$7.34	\$9.91	\$7.34	\$9.91	\$9.01	\$11.26	Open Market	Open Market	
Removal of Double Stick Installation	SY	\$13.19	\$13.19	\$9.77	\$9.77	\$13.19	\$7.24	\$9.79	\$7.24	\$9.79	\$7.24	\$9.79	\$7.24	\$9.79	\$9.66	\$13.05	Open Market	Open Market	
Removal of Broadloom (direct glue down)	SY	\$6.69	\$6.69	\$4.96	\$4.96	\$6.69	\$3.62	\$4.90	\$3.62	\$4.90	\$3.62	\$4.90	\$3.62	\$4.90	\$4.84	\$6.52	Open Market	Open Market	
Removal of Carpet Tile	SY	\$6.41	\$6.41	\$4.74	\$4.74	\$6.41	\$3.62	\$4.90	\$3.62	\$4.90	\$3.62	\$4.90	\$3.62	\$4.90	\$4.43	\$5.99	Open Market	Open Market	
Removal/Disposal Resilient Flooring	SF	\$2.14	\$2.14	\$1.58	\$1.58	\$2.14	\$1.27	\$1.71	\$1.46	\$1.98	\$1.46	\$1.98	\$1.46	\$1.98	\$1.46	\$1.98	Open Market	Open Market	
Carpet Disposal	SY	\$1.71	\$1.71	\$1.27	\$1.27	\$1.71	\$0.88	\$1.21	\$1.11	\$1.49	\$1.11	\$1.49	\$1.11	\$1.49	\$1.13	\$1.53	Open Market	Open Market	
Broadloom or Carpet Tile Reclamation Fee	SY	\$3.85	\$3.85	\$2.85	\$2.85	\$3.85	\$2.53	\$3.42	\$2.65	\$3.59	\$2.65	\$3.59	\$2.65	\$3.59	\$2.65	\$3.59	Open Market	Open Market	
Installation of VCT	SF	\$2.98	\$2.98	\$2.22	\$2.22	\$2.98	\$1.42	\$1.92	\$1.54	\$2.08	\$1.54	\$2.08	\$1.54	\$2.08	\$1.89	\$2.56	Open Market	Open Market	
Installation of Luxury Vinyl Tile (Planks or Squares)	SF	\$4.08	\$4.08	\$3.03	\$3.03	\$4.08	\$1.89	\$2.56	\$2.22	\$2.98	\$2.22	\$2.98	\$2.22	\$2.98	\$2.85	\$3.85	Open Market	Open Market	
Installation of Laminate (Planks or Squares)	SF	\$4.18	\$4.18	\$3.10	\$3.10	\$4.18	\$2.28	\$2.91	\$2.40	\$3.16	\$2.40	\$3.16	\$2.40	\$3.16	\$3.03	\$4.12	Open Market	Open Market	
Installation of Rubber Tile	SF	\$4.45	\$4.45	\$3.55	\$3.55	\$4.45	\$2.41	\$3.27	\$2.54	\$3.44	\$2.54	\$3.44	\$2.54	\$3.44	\$3.27	\$4.41	Open Market	Open Market	
Installation of Rubber Roll	SF	\$8.21	\$8.21	\$6.57	\$6.57	\$8.21	\$4.72	\$5.90	\$4.96	\$6.21	\$4.96	\$6.21	\$4.96	\$6.21	\$6.36	\$7.96	Open Market	Open Market	
Installation of Sheet Vinyl	SY	\$30.77	\$30.77	\$22.80	\$22.80	\$30.77	\$19.61	\$26.49	\$19.61	\$26.49	\$19.61	\$26.49	\$19.61	\$26.49	\$22.63	\$30.57	Open Market	Open Market	
Heat Welding (Sheet Vinyl)	LF	\$6.10	\$6.10	\$4.52	\$4.52	\$6.10	\$3.81	\$5.13	\$3.93	\$5.30	\$3.93	\$5.30	\$3.93	\$5.30	\$4.41	\$5.96	Open Market	Open Market	
Installation Flash cove (Sheet Vinyl/Rubber Roll-excludes metal finish piece)	LF	\$15.64	\$15.64	\$11.59	\$11.59	\$15.64	\$8.13	\$10.97	\$9.06	\$12.23	\$9.06	\$12.23	\$9.06	\$12.23	\$11.47	\$15.49	Open Market	Open Market	
Engineered Hardwood Flooring Glue Down Installation over Concrete standard straight lay (includes equipment for dust collection and protective gear)	SF	\$15.58	\$15.58	\$10.12	\$10.12	\$15.58	\$8.04	\$12.37	\$8.23	\$12.65	\$8.23	\$12.65	\$8.23	\$12.65	\$9.80	\$15.08	Open Market	Open Market	
Palletize/Shrink Wrap old carpet for reclamation	SY	\$3.42	\$3.42	\$2.53	\$2.53	\$3.42	\$1.89	\$2.56	\$2.22	\$2.98	\$2.22	\$2.98	\$2.22	\$2.98	\$2.22	\$2.98	Open Market	Open Market	
Conventional Furniture Moving (Light)	SY	\$5.87	\$5.87	\$4.35	\$4.35	\$5.87	\$3.62	\$4.90	\$3.62	\$4.90	\$3.62	\$4.90	\$3.62	\$4.90	\$4.23	\$5.71	Open Market	Open Market	
Conventional Furniture Moving (Medium)	SY	\$7.49	\$7.49	\$5.55	\$5.55	\$7.49	\$4.84	\$6.52	\$4.84	\$6.52	\$4.84	\$6.52	\$4.84	\$6.52	\$5.44	\$7.34	Open Market	Open Market	
L I T Systems / Carpet Tile Projects Only - Add	SY	\$21.66	\$21.66	\$16.05	\$16.05	\$21.66	\$13.63	\$18.41	\$14.86	\$20.06	\$14.86	\$20.06	\$14.86	\$20.06	\$16.05	\$21.66	Open Market	Open Market	
Moisture Testing	EA	\$341.57	\$341.57	\$253.02	\$253.02	\$341.57	\$189.76	\$256.17	\$221.40	\$298.88	\$221.40	\$298.88	\$221.40	\$298.88	\$221.40	\$298.88	Open Market	Open Market	
Night / Saturday Labor - Add	SY	\$6.12	\$6.12	\$4.88	\$4.88	\$6.12	\$3.56	\$4.46	\$3.81	\$4.78	\$3.81	\$4.78	\$3.81	\$4.78	\$4.83	\$6.05	Open Market	Open Market	
Sunday / Holiday Labor - Add	SY	\$9.17	\$9.17	\$7.34	\$7.34	\$9.17	\$5.35	\$6.69	\$5.73	\$7.16	\$5.73	\$7.16	\$5.73	\$7.16	\$7.27	\$9.07	Open Market	Open Market	
Install Base	LF	\$4.92	\$4.92	\$3.47	\$3.47	\$4.92	\$2.53	\$3.63	\$2.53	\$3.63	\$2.53	\$3.63	\$2.53	\$3.63	\$3.30	\$4.68	Open Market	Open Market	
Furnish / Install Base, Std. 4-Inch Vinyl/Rubber Blend, Black/Brown	LF	\$5.55	\$5.55	\$4.10	\$4.10	\$5.55	\$3.16	\$4.26	\$3.16	\$4.26	\$3.16	\$4.26	\$3.16	\$4.26	\$3.93	\$5.31	Open Market	Open Market	
Furnish / Install Base, Std. 6-Inch Vinyl/Rubber Blend, Black/Brown	LF	\$6.51	\$6.51	\$4.83	\$4.83	\$6.51	\$3.71	\$5.02	\$3.71	\$5.02	\$3.71	\$5.02	\$3.71	\$5.02	\$4.63	\$6.24	Open Market	Open Market	
Furnish / Install Transition, Standard, Black/Brown/Gold/Silver	LF	\$6.83	\$6.83	\$5.05	\$5.05	\$6.83	\$3.79	\$5.10	\$3.79	\$5.10	\$3.79	\$5.10	\$3.79	\$5.10	\$4.86	\$6.55	Open Market	Open Market	
Furnish / Install Ceramic Tile	SF	\$63.80	\$63.80	\$47.26	\$47.26	\$63.80	\$36.75	\$49.62	\$36.75	\$49.62	\$36.75	\$49.62	\$36.75	\$49.62	\$47.26	\$63.78	Open Market	Open Market	
Floor Prep - Skim Coating to 1/8 Inch (Labor and Portland Based Material. Excludes leveling.)	SF	\$2.98	\$2.98	\$2.22	\$2.22	\$2.98	\$1.52	\$2.05	\$1.77	\$2.39	\$1.77	\$2.39	\$1.77	\$2.39	\$1.89	\$2.56	Open Market	Open Market	
Hourly Labor Rate for Flooring Contract Labor Services not Listed	HR	\$168.03	\$168.03	\$124.48	\$124.48	\$168.03	\$63.25	\$85.39	\$82.23	\$111.02	\$82.23	\$111.02	\$82.23	\$111.02	\$101.20	\$136.64	Open Market	Open Market	
Supplemental Benefits	HR	\$26.26	\$26.26	\$26.26	\$26.26	\$26.26	\$26.26	\$26.26	\$26.26	\$26.26	\$26.26	\$26.26	\$26.26	\$26.26	\$26.26	\$26.26	Open Market	Open Market	
Project Management Fee is included if labor is provided directly by MohawkONE																	Open Market	Open Market	

LABOR NOTES
 Labor prices are not to exceed prices and are effective 07.17.19.
 Installation of floor coverings are for direct glue down installation and include installation of floor covering and minor floor prep, defined as filling of minor gaps and voids no larger than 1/8"x1/8" and sweeping and are based on a clean and clear floor.
 Other services and ancillary items are available through Mohawk. These services are quoted job by job and negotiated between Mohawk and the customer.
 Ceramic tile material pricing includes standard profile tile product suitable for light to medium indoor commercial applications.
 Additional charges may apply for Fingerprinting and Background Checks.
 Labor quoted job by job for Alaska, Hawaii, American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Marina Islands, Puerto Rico, and U.S. Virgin Islands.

LABOR EXCLUSIONS
 Asbestos Testing and Abatement
 Border Labor
 Carpet Cleaning
 Ceramic tile furnish and install, in addition to other stated exclusions herein, excludes accessories, trim pieces, specialty tiles, moisture membranes, flashing, wet area installations, setting materials, grout, transitions, freight and fuel surcharges
 Cleaning, sanding, refinishing, or sealing of new flooring



Appendix- Electronic Commerce

This Electronic Commerce Appendix specifies the electronic commerce requirements applicable to Supplier in providing the Goods and/or Services.

SECTION 1 - GENERAL TERMS

Each UC Location offers an electronic web-based purchasing and catalog system to facilitate the purchase of Goods and/or Services from UC suppliers. UC Locations' eProcurement systems currently are provided by multiple service providers. Eight of the ten UC campuses utilize the same platform but may require separate implementations, as will the remaining campuses and/or Medical Centers. This Appendix sets forth the terms and conditions that will govern Supplier's sale of Goods and/or Services through UC's eProcurement systems.

SECTION 2 - DEFINITIONS

Catalog(s) refers to the list of detailed product information, agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-out Catalog, a Hosted Catalog or in a combination. This may include the creation of multiple Hosted Catalogs.

eProcurement and eCommerce are used interchangeably to mean UC's electronic web-based purchasing and catalog systems. Each UC location has a branded eProcurement site.

Go Live Date means the date on which a Catalog will be active.

Hosted Catalog means a Catalog that is a properly formatted computer file supplied to all UC Locations through the Locations' respective eProcurement systems.

Order means a purchase order for Goods and/or Services placed by a User through an eProcurement system.

Order Data means all data and information relating to Orders, including, without limitation, the specifics of a given transaction.

Punch-out Catalog means a Catalog hosted by Supplier on Supplier's Site. Users may access this Punch-out Catalog via an Internet link provided by Supplier to UC that redirects a User from the Location's eProcurement system to Supplier Site.

Supplier Mark means Supplier's name, trade name and/or trademarks, service mark, or any derivation thereof.

Supplier Site means an internet site operated and maintained by Supplier that has been made subject to this Appendix.

UC Mark means UC's name, trade name and/or trademarks, service marks, or any derivation thereof.

User means an individual authorized by a UC location to use an eProcurement system.

SECTION 3 – RIGHT TO USE

UC grants to Supplier the right to sell Goods and/or Services to UC through the eProcurement systems, subject to the terms of this agreement. Supplier will be responsible for any cost of operation or dispute with regard to its interface with UC's eProcurement systems.

SECTION 4 – e-PROCUREMENT SYSTEM RESPONSIBILITIES; MAINTENANCE OF CATALOG(S); LICENSE

[REDACTED]

(b) e-Procurement System Responsibilities.

Except as otherwise set forth herein, each party will be responsible, at its own expense, for: (i) developing, operating and maintaining its relevant system(s); (ii) acquiring and maintaining its server hardware and software (or obtaining third-party hosting services) for its relevant system(s); and (iii) maintaining Internet connectivity.

The supplier will enable its catalog with any UC location that requests one, as long as it is not out of the scope of the terms of the agreement or this appendix. The parties agree to electronically link the functionality of their respective systems, using commercially reasonable efforts.

Purchase Order and Invoice/Credit Memo Data will be transmitted between the systems according to the appropriate method for each University location, cXML, xCBL or EDI standards being preferred. Other methods of PO or Invoice/Credit Memo transmission will only be allowed at the discretion of each University location.

A supplier's Punch-out site (if applicable) will permit: (a) Users to access the Supplier Site when a User selects the Punch-out Catalog; (b) Supplier site to send back user selected items to Location's eProcurement system; (c) User to create an Order through the Location's eProcurement system; and (d) UC eProcurement systems to forward an Order to Supplier for confirmation and Order processing along with Order status inquiry.

Supplier must be able to accommodate orders and invoices for multiple UC locations sharing a single eProcurement platform. Supplier must be able to identify the Punch-out session and transmitted PO as being from the individual locations. If providing a Punch-out catalog, Supplier must be able to accommodate multiple UC locations on a single platform using a single Punch-out site, unless requested otherwise by UC.

(c) Maintenance of Hosted and Punch-out Catalogs.

Supplier will provide its Catalog(s) to UC in a file format that will interface seamlessly with UC's eProcurement systems. These Catalog files will be in compliance with each UC Location's eProcurement system.

UC makes no guarantee of a Go Live Schedule for establishment of a new catalog Systemwide, as each Location is a separate enablement and subject to resource availability. Timelines will be estimated and adjusted by UC as needed for concurrent implementations.

For Hosted Catalogs, Supplier must provide UC with updated versions of the Catalog file with, at a minimum, full descriptions and images that Supplier currently utilizes for items offered in its proprietary websites and Punch-out Catalogs. The parties will update each other regarding eCommerce specifications as needed from time to time.

Supplier must notify UC's Contract Administrator at least three (3) weeks in advance of the proposed Go Live Date if it will be requesting additions, deletions, or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions, or modifications with no less than the lead time specified in Section 10 of this appendix. In addition, for price file updates with a mutually agreed upon activation of January 1, Supplier must submit proposed files at least five (5) weeks prior to the first working day in January. Upon UC's approval of the new Catalog file, UC and Supplier will confirm the Go Live Date; the updated version of the Catalog file will be made effective on that Go Live date. If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria, the Contract Administrator will suspend Supplier's price/content change until the date of Supplier's next acceptable contracted change.

If there is a conflict between a price in a Hosted Catalog and a Punch-out Catalog, UC will be invoiced at the lower price. Supplier must notify UC in advance when substituting items, changing SKU numbers or changing the number of items in a package in any Catalog.

Content in Supplier catalog is limited to the categories specified in this agreement, with additional categories allowed at UC's discretion. Supplier agrees that UC may block Catalog items at the category and/or SKU level.

The University will require Supplier to clearly identify products as Hazardous Materials, Radioactive, and Controlled Substances in the Supplier's catalog, whether Hosted or Punch-out. For Punch-out the identifier will be returned to the cart of the Location's eProcurement system, in a manner/field acceptable to the Location.

The University will require Supplier to clearly identify products with UC-recognized sustainability/green certifications in both hosted and Punch-out catalogs. UC's Contract Administrator will work with Supplier to ensure that contract items that meet the UC criteria for Green/Sustainable products will be prioritized in all product searches. Products that do not meet UC's minimum criteria requirements may be blocked in all hosted catalogs and Punch-out catalogs at UC's discretion.

Supplier is responsible for providing UC with Catalogs that contain accurate pricing and data in accordance with the Agreement. If UC determines there are errors in the pricing or data attributes of a Catalog, UC will notify Supplier of those errors in writing and reject the Catalog. Supplier will have no more than ten (10) business days to review and correct the errors.

(d) License.

Supplier hereby grants to UC, at no additional cost, a limited, non-exclusive, royalty-free right to link to and access the Supplier Site from the eProcurement sites, subject to the terms and conditions herein and solely for the purpose of permitting Users to access the Services. All Supplier Marks will remain the sole property of Supplier.

(e) Accessibility Requirements.

Supplier agrees that Supplier will make available Goods/Services accessible to people with disabilities and conform to the technical requirements of the relevant Revised Standards of Section 508 of the federal Rehabilitation Act. In addition, Supplier warrants that:

- i. Any catalog content provided to UC will comply with the accessibility requirements of WCAG 2.0AA.
- ii. Supplier will promptly respond to and resolve any complaint regarding accessibility of any catalog content provided to UC.

SECTION 5 – USER SUPPORT

(a) UC Duties. Each UC Location will provide its Users with initial contact and system support assistance on all functionality and use issues for eProcurement (including links to the Supplier Site). When known, UC will promptly notify Supplier of any such issues relating to the Catalog, the Supplier Site, and/or other Supplier materials/systems.

(b) Supplier Duties. Supplier will provide all customer support relating to the Catalog, Supplier Goods and/or Services, Invoicing/Payment/Credits, and Supplier Sites in a manner consistent with the customer support that Supplier provides to other customers, and at least as good as the customer support that Supplier provides to customers who are purchasing through any other means.

SECTION 6 – PROPRIETARY RIGHTS

UC's Terms and Conditions of Purchase contains provisions regarding the parties' rights and responsibilities with respect to intellectual property relating to the Goods and Services. Without altering those provisions, the parties

additionally agree as follows: UC may require Supplier to “brand” Supplier’s Punch-out Catalog with one or more UC Marks. If UC requires Supplier to utilize one or more UC Marks on Supplier’s Punch-out Catalog, UC will provide the appropriate artwork and such artwork will be deemed to have been provided with a limited, non-exclusive, non-sub-licensable right for Supplier to use it solely for the purpose of a UC-branded Punch-out Catalog hosted by Supplier and subject to the following terms:

- (i) Supplier may not make any additional use of the UC Marks without UC’s prior written approval.

Supplier’s use of the UC Marks in the Punch-out Catalog must acknowledge UC’s ownership of the UC Marks. Supplier will include all notices and legends with respect to UC trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by UC. Supplier agrees not to claim any title to UC Marks or any right to use UC Marks except as permitted by this Appendix. Upon termination of this Appendix or the Agreement, all rights to UC Marks conveyed by UC to Supplier will cease and Supplier will destroy or return to UC all media with UC Marks. UC specifically reserves any and all rights to UC Marks not specifically granted to Supplier.

Supplier grants to UC the right to use Supplier’s trademarks, logos, trade names, and service marks for the purpose of promoting UC eProcurement sites to the UC community. UC acknowledges Supplier’s right, title, and interest in and to Supplier’s Marks and Supplier’s exclusive right to use and license the use of Supplier Marks and agrees not to claim any title to Supplier Marks or any right to use Supplier Marks except as permitted by this Appendix. UC will include all notices and legends with respect to Supplier trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by Supplier. Upon termination of this Appendix, all rights to Supplier Marks conveyed by Supplier to UC will cease and UC will destroy or return to Supplier all media with Supplier Marks. Supplier specifically reserves any and all right to Supplier Marks not specifically granted to UC.

- (ii) The licenses granted in the previous paragraphs regarding UC Marks and Supplier Marks are subject to the ongoing approval of the party owning the respective trademarks, logos, trade names, or copyrights. Such ongoing approval includes the ability to terminate – at any time, for any reason, and in the sole discretion of the owner of the respective trademarks, logos, trade names, or copyrights – the trademark licenses provided in the preceding paragraphs for any particular trademark, logo, trade name, or copyrighted work without necessarily terminating this Appendix. Each party agrees not to take any action that will adversely reflect upon or damage the goodwill, reputation, or the brand value of the other party. Each party further agrees not to take any action that is inconsistent with the other party’s ownership of the respective trademarks, trade names, or copyrights. At all times (including following termination of the Agreement), Supplier agrees to comply with Section 92000 of California’s Education Code.

(a) Grant of License. Supplier hereby grants UC a non-exclusive, royalty-free: (i) license to use, copy, transmit, and display the Catalog, any information contained therein and the Supplier Marks for the purposes of permitting Customers to access information about and order Supplier Goods and/or Services from a Catalog and (ii) if Supplier is using a Punch-out Catalog, right to link to and access the Punch-out Catalog on the Supplier Site, for the purposes of permitting Customers to access the Supplier Website and permitting Customers to order Supplier Goods and/or Services.

(b) Modifications. UC will not modify or remove any of the proprietary rights markings in the Catalog. UC will not modify the content of the Catalog, except as indicated by Supplier, but may require Supplier to make and submit modifications if required as part of this agreement. However, for hosted catalogs, UC reserves the right to attach flags to catalog items as an aid to shoppers in selecting preferred items, such as green or recycled. UC will not make any representations or warranties, or provide any information, to any third party regarding any Supplier Goods and/or Services (including, but not limited to, any representations or warranties of any information regarding availability, delivery, pricing, characteristics, qualifications or specifications thereof). If UC believes in good faith that any Supplier information does not conform to the requirements of the associated UC Agreement or this Appendix,

UC will be entitled to withdraw the Catalog from UC eProcurement sites. In such a case, UC will promptly notify the Supplier of the actions it has taken and will work with the Supplier promptly to resolve UC's concerns. When UC's concerns are satisfactorily resolved UC will promptly restore the Catalog, if appropriate. UC will have no liability to the Supplier or anyone else for exercising these rights.

(c) Acknowledgment. Each party acknowledges that the technology embodied in the other party's Site may be based on patented or patentable inventions, trade secrets, copyrights or other intellectual property or proprietary rights ("Intellectual Property Rights") owned by the other party and its applicable licensors.

(d) UC Rights. As between the parties, UC will be the sole owner of – or, with respect to any items licensed by UC, will retain all rights to all Intellectual Property Rights associated with UC eProcurement sites, including any modifications, updates, enhancements or upgrades to any of the foregoing, as well as any Order Data generated or collected on such site (collectively, the "UC Materials"). Except as provided herein, Supplier may not copy or use in any way, in whole or in part, any UC Materials without UC's prior written approval. Any permitted copies of such property, in whole or in part, alone or as part of a derivative work, will remain UC's sole property. Supplier agrees to reproduce and include UC's copyright, trademark and other proprietary rights notices on any permitted copies of UC Materials including, without limitation, partial copies and copied materials in derivative works. Supplier will not copy or reproduce any third-party copyrighted or trademarked materials, which appear on or are otherwise associated with any UC eProcurement site without UC's prior written consent.

SECTION 7 – MULTIPLE SUPPLIERS

Supplier acknowledges that all UC eProcurement sites are intended to facilitate Users' ability to obtain Goods and/or Services from more than one supplier. Nothing in this Appendix will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

SECTION 8 – WARRANTY DISCLAIMER

UC does not warrant that access to UC eProcurement sites will be uninterrupted or that the results obtained by use of UC eProcurement sites will be error-free.

SECTION 9 – DISPUTES AND CHANGES IN THE SERVICES

(a) UC and Supplier agree to negotiate in good faith to resolve problems, questions and disputes.

(b) Where improvements and clarifications can be made in the business processes related to eProcurement, both parties agree to incorporate such changes as long as they are mutually agreed upon.

SECTION 10 – ADDITIONAL CONTRACTUAL TERMS

In addition to the provisions of Section 4, Section 10 provisions will govern the Catalogs. If the provisions of Sections 4 and 10 conflict, Section 10 will govern.

Type(s) of Catalog(s): At UC's campus discretion, Supplier is allowed to implement a Hosted or Punch-out catalog in the UC eProcurement systems. Supplier will be required to comply with UC Location e-commerce requirements on a location by location basis, which includes the decision to move forward with Punch-out or Hosted. Any deviation from the type(s) specified herein must first be agreed upon by UC's Contract Administrator.

Annual Number of Catalogs: Supplier is allowed to submit no more than 1 catalogs per calendar year, with changes as follows:

- Content Additions, Deletions and Other Non-pricing Edits: Bi-annually

- Price Changes: Annually
 - Allowable level of price change (\$/%) will be in accordance with the terms of this agreement.
 - If a price file includes both content and pricing changes, it will count toward the pricing allocation.

Lead time: Supplier must load the Catalog price file into the e-Procurement system 10 working days prior to the planned go-live date. (Exception – for January 1 updates to enabled catalogs, Supplier must submit the price file no later than 5 weeks prior, as specified in section 4.)

- Number of catalog/price file versions to be supported for this agreement: 1
- Categories allowed within Catalog: all products meeting University of California specifications
- Categories blocked within Catalog: all products that fall below University of California specifications

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to execute an amendment to the agreement for the construction of an accessible ramp at the Kane County Sheriff’s Office with Healy, Bender, Patton and Been and RC Wegman for the unforeseen additional underground utility work in the amount of Thirty-One Thousand Seven Hundred and Ninety-Five Dollars (\$31,795).

Line Item: 500.800.805.72010

Line Item Description: Capital Building Improvements

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on April 9, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

Authorizing an Amendment to the Agreement With Healy, Bender, Patton, and Been and RC Wegman for the Construction of an Accessible Ramp at the Kane County Sheriff's Office (RFQ#42-020)

Committee Flow: Administration Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Henry Thompson, 630.762.2174

Budget Information:

Was this item budgeted? No	Appropriation Amount: \$31,795
If not budgeted, explain funding source:	

Summary:

Resolution Number 23-363 (RFQ#42-020) authorized the agreement for the construction of an accessible ramp at the Kane County Sheriff's Office through Healy, Bender, Patton and Been and RC Wegman.

Due to unforeseen conditions with underground utilities, an amendment to the agreement is required in the amount of Thirty-One Thousand Seven Hundred and Ninety-Five Dollars (\$31,795) with Healy, Bender, Patton and Been and RC Wegman.



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the Twenty-Ninth (29th) day of August in the year Two Thousand Twenty-Three (2023), is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Twenty-Forth (24th) day of June in the year Two Thousand Twenty-One (2021) (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Kane County Sheriff ADA Ramp
Kane County Sheriff Office
37W755 IL-38
St. Charles, IL 60174

THE OWNER:
(Name, legal status, and address)

County of Kane
719 S. Batavia Avenue, Bldg. A
Geneva, IL 60134
(630) 232-3400

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

R.C. Wegman Construction Company
750 Morton Avenue
Aurora, IL 60506
(630) 844-3000

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Two-Hundred Eighty-Five Thousand Six-Hundred Ninety dollars (\$285,690), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See attached Exhibit D – Schedule of Values

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
See attached Exhibit E – Alternates	
(THERE ARE NO ALTERNATES FOR THIS PROJECT)	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
See attached Exhibit E – Alternates		
(THERE ARE NO ALTERNATES FOR THIS PROJECT)		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
See attached Exhibit F – Unit Prices		
(THERE ARE NO UNIT PRICES FOR THIS PROJECT)		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

Init.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than One Hundred Twenty (120) calendar days from the date of commencement of the Work.

By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See attached Exhibit A – Drawings, Specifications, and Addenda

Section	Title	Date	Pages
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§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See attached Exhibit A – Drawings, Specifications, and Addenda

Number	Title	Date
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§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures;

implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
Not applicable		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
See attached Exhibit B – Allowances	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See attached Exhibit C – Assumptions and Clarifications

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Not applicable

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

See attached Exhibit D – Schedule of Values for Subcontractors

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

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Colette Rozanski, President, R.C. Wegman
Construction Company

(Printed name and title)

EXHIBIT A - Drawings, Specifications and Addenda
8/29/2023

	Description	# of Pages
Drawings:	EXTERIOR ADA RAMP MODIFICATIONS, prepared by Healy, Bender, Patton & Been, dated 07/19/2023	14
Specifications:	RCW Project Manual, prepared by R.C. Wegman Construction Company, dated 08/09/2023	144
	Technical Specifications, located within the drawings	
Addenda:	None	

EXHIBIT B - Allowances
8/29/2023

Allowance: 10% Construction Contingency	\$23,417
Allowance: CCDD Testing	\$3,000
Allowance: Material Testing	\$10,000

(100% of unused Allowance Funds are returned to Kane County at the conclusion of the project.)

EXHIBIT C - Assumptions and Clarifications

8/29/2023

Permit Fees and Review	Permit Fees are Excluded from GMP. Added scope or cost of work resulting from permit comments from Authorities Having Jurisdiction are not included in the GMP.
Winter Conditions	Winter Conditions are Excluded from GMP. Contingency would need to be used.
Undercuts and Contaminated Soils	Excludes undercuts if bad soil is encountered; excludes removal of contaminated soils. Contingency would need to be used.

EXHIBIT D - SCHEDULE OF VALUES
8/29/2023

	BID PACKAGES	AWARDED CONTRACTOR	COST
02A	Excavation	S & K Excavating	\$42,000
02B	Landscaping	Twin Oaks Landscaping	\$18,610
03	Concrete	JB Concrete Contractor	\$94,500
05	Metal Railings	Mechanical & Industrial Steel Services	\$13,100
09	Painting	Nedrow Painting	\$4,500
16	Electrical	Volt Electric	\$26,462
	Site Superintendent (\$110 x 40 hours x 5 weeks)		\$22,000
	Allowance: CCDD Testing		\$3,000
	Allowance: Material Testing		\$10,000
	CONSTRUCTION COST		\$234,172
	Construction Management Fee 11%		\$25,759
	Bond Fee 1%		\$2,342
	Allowance: 10% Construction Contingency		\$23,417
	GMP		\$285,690

EXHIBIT E - Alternates
8/29/2023

ALTERNATES

None

EXHIBIT F - Unit Prices
8/29/2023

UNIT PRICES

None



R.C. WEGMAN CONSTRUCTION COMPANY

750 Morton Avenue
Aurora, Illinois 60506
Office: +1 630 844 3000
Mobile: +1 630 779 5819
doug@rcwegman.com

CONSTRUCTION MANAGEMENT • GENERAL CONTRACTOR • DESIGN BUILD

WWW.RCWEGMAN.COM

KANE COUNTY SHERIFF ADA RAMP CHANGE ORDER REQUEST #01

Date: February 27, 2024
Project: Kane County Sheriff ADA Ramp
RCW Job No: 2023.29
Submitted To: Marc Smith, Kane County Government

Description: Additional costs added to the project because of unforeseen conditions (exploratory work to determine what utilities were in the way of excavating for the ramp – the result of a J.U.L.I.E. locate) and Owner directed changes as shown in updated drawings (added curb removal and replacement, added asphalt patch, added sidewalks, removing all light bollards, installing 3-head 20' light pole in lieu originally designed 1-head 6' light pole, added inverters for light fixtures.)

Volt Electric (Exploratory Work)	ADD	\$4,736
S&K Excavating (Excavation Work Added)	ADD	\$5,598
JB Concrete (Concrete and Asphalt Work Added)	ADD	\$12,690
Volt Electric (Electrical Work Added)	ADD	\$5,364
EXTRAS SUBTOTAL		\$28,388
11% CM FEE		\$3,123
1% BOND FEE		\$284
TOTAL CHANGE ORDER REQUEST #01		\$31,795

Approved By:

Name: _____
Kane County

By: _____

Date: _____

Attachments: Volt Exploratory Work Invoice dated 11/17/2023; S&K Excavating Quote dated 2/6/2024; JB Concrete Quote dated 2/7/2024; Volt Electric Quote dated 2/21/2024



Progress Invoice

9S500 Bushnell Rd.
Big Rock, IL. 60511

Rep	P.O. No.	Date	Invoice #
FNK	2023-29	11/17/2023	10471-1

Bill To

RC Wegman Construction Co.
750 Morton Ave.
Aurora, IL 60506

Project

Kane County Sheriff ADA Ramp
37w755 IL-38,
St. Charles, IL 60175

Item	Description	Cur %	Amount Due
CONTRACT	Labor and material for 15% of Kane County Sheriff ADA Ramp Installation, per bid #B8970, per PO #2023-29. Contract Amount.....\$26,462.00 Approved Change Orders.....\$4,736.00 Total Contract.....\$31,198.00 Completed to date.....\$4,736.00 Less Previous Billing.....\$0.00 Current Payment Due.....\$4,736.00 Balance to Finish w/retention...\$26,462.00	0.1518	4,736.00

Please remit to above address. THANK YOU!	All material is inclusive of tax	Total	\$4,736.00
		Payments/Credits	\$0.00
Terms of Payment : As a condition of the sales agreement, a monthly service charge 1-1/2% of the maximum permitted by law may be added by all accounts not paid by net due date.		Balance Due	\$4,736.00

PROPOSAL
S & K EXCAVATING & TRUCKING, INC.
P.O. Box 655
NEWARK, IL 60541
PHONE: (815) 695-1100
FAX: (815) 695-1101

PROPOSAL SUBMITTED TO: R.C. Wegman Construction

DATE: February 6, 2024

PHONE:

FAX:

S & K EXCAVATING & TRUCKING, INC. HEREBY PROPOSES TO:

JOB: Kane County Sherriff ADA Ramp

Description of Work:

Per Revised Drawing 02/02/24

Sawcut		\$1,000.0
Remove Concrete		
Remove Bollards		
Haul Off Concrete (2) Loads	\$500.00/ea	\$1,000.00
Stone for New 20 tons @ \$21.00		\$420.00
4 hrs Backhoe @ \$275.00/hr		\$1,100.00
4 hrs Skidsteer @ \$250.00/hr		\$1,000.00
4 hrs Laborer @ \$125.00/hr		\$500.00

TOTAL \$5,020.00

Stone Price increase due to delayed work start

350 tons @1.65/tons

TOTAL \$577.50

~~5,598~~



Date: 2/7/2024

PROPOSAL FOR:
R. C. Wegman
750 Morton Avenue
Aurora, IL 60506

Job Location
Kane County Sheriff ADA Ramp
719 S Batavia Avnue Building A
Geneva, IL

Addition to Contract as per Plan Change Dated 10/26/2023

Replacement of Public Walk

Concrete Public Walk, 5" Concrete, 4" Stone by others, Wire Mesh 6x6 W1.4 x W1.4-Based on Approx. 191 Sf
 ADA Detectable Tiles 2' Wide -Approx. 28 lf Cast in Place-ADA Solutions

SUB-TOTAL \$6,125.00

Replacement of CURB

Concrete Curb B6.12 Mountable; Dowel into Existing; Approximately 28 LF
 Traffic Control

Sub-Total \$3,115.00

Total Add to Concrete \$9,240.00

Alternate Add- Patch Existing Bituminous Pavement

Labor and Equipment to Patch Pavement -Based on Approximately 4" total Bituminous Pavement
 Includes Labor, Equipment and Mobilization

\$3,450.00

12,690

Cold Weather Concreting Prices 2023-2024
As of 11-1-2023 through 3-31-2024
Ground Heaters

MODEL #3000

Ground Heater -per Week	Per Week	\$4,235.00
Labor/Maintenance Winter Conditions Ground Heater)	Per Hour	\$121.20
Additional- Fuel Charge per Gallon	Per Gallon	\$8.00

Blankets

Blankets-per Blanket per Week	Per Blanket per week	\$22.00
Labor for Blanket Maintenance(Cover & Uncover)	per hour	\$121.20
Generator (If necessary)	Per Week	\$750.00
Non Chloride Accelerant	1% per CY	\$15.84
Concrete Winter Service Charge per cubic yard- Starts 11-1-2023 through 3-30-2024	Per CY	\$19.80

Notes/Exclusions: (Please read)

We hereby propose to furnish material and labor needed to complete the work in accordance with the specifications supplied.

ESCALATION: Above prices based on current fuel and material costs. A significant increase in costs for material, fuel and fuel surcharges will necessitate the review and re-negotiation of current prices submitted.

It is also acknowledged and agreed that the above Proposal does not include:

- Permits, Testing; Soils Testing, Bonds; Payment and Performance Bonds;
- Street/Sidewalk Closings and Permit Fees;
- Surveys or As-Builts
- Winter Conditions, Winter Service Charges, Concrete Additives, Moisture mitigation admixtures;
- Overtime Labor, Night Labor,
- Demolition, Saw-cutting, Coring, Removal and Haul off of existing
- Trenching, excavation, overexcavation/undercutting, lean concrete, Mud Mats;
- Grading, subgrading, backfill; Stone
- Unprecedented price increases for materials and products due to market fluctuations, such as Cement, Fuel, Fuel Surcharges, concrete, rebar, and miscellaneous steel and other miscellaneous products.

Current Ready Mix Cement Surcharge per cubic yard due to current cement shortages is TO BE DETERMINED AND NOT ADDED TO ABOVE.

PROPOSAL COVERS ONLY ITEMS LISTED; All else is excluded.

PROPOSAL VALID FOR 21 DAYS ONLY.

Above proposal based on Plans and Specifications dated 10-26-2023 as submitted by Healy Bender Batton & Been Architects.

JB Concrete Contractor, Inc.	Date	Customer Authorized Representative	Date
10 S 312 Schoger Drive, Naperville, IL 60564 Phone: 630-898-7400 Fax: 630-898-7466			



Volt Electric® is Certified WBE/CDB/FBE/IDOT/IDHR in Chicago and Illinois.

All work completed by IBEW journey men Electricians and workmanship is warranted for 5 years

Work to be completed during normal working hours. 7am – 3:30pm, Mon – Fri.

No premium or shift time is included in this quote.

Volt Electric must be notified of hazardous conditions within work area prior to job start.

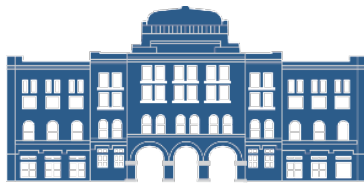
Utility, Permit and/or licensing fees not included. License will be provided including Chicago upon acceptance of proposal.

Thank You

Fred Kala Estimator

Cell 630.878-1255

fk@voltelectricinc.com



KANE COUNTY

ESTABLISHED JANUARY 16, 1836

Capital Projects Program- Kane County, Illinois

Project Number	Project Title	Project Phase	Resolution Initiation	Budget Estimate
1	Courtroom 007	4-Closeout	22-316, 22-166	\$3,485
2	Judicial Center OOP & Cafeteria	4-Closeout	22-474	\$114,988
3	Office Renovation 240/242	3-Execution	23-458	\$80,000
4	Judicial Center Jury Room Furniture	1-Initiation	TMP24-1936	\$115,000
5	Judicial Center Holding Cell Plumbing	1-Initiation		\$77,000
6	Judicial Center Elevator Upgrades	1-Initiation		\$500,000
8	Sheriff HVAC Upgrades (engineering)	2-Planning	24-045	\$933,850
9	Bathroom Renovations Multi Buildings	1-Initiation		\$50,000
10	Public Defender Office Renovation	2-Planning	24-054	\$367,272
11	Pre-Arrest Diversion Office Renovation	2-Planning	23-339	\$255,527
12	Pavement Management Program	3-Execution	23-288	\$1,169,359
13	Judicial Center Chillers	3-Execution	23-371	\$2,000,000
14	Building A Vault Support & Waterproof	3-Execution	23-285	\$203,081
15	Judicial Fire Panel Upgrades	3-Execution	23-251	\$808,949
16	Judicial Campus Lighting Project	2-Planning	23-250	\$2,482,015
17	Sheriff Administration Renovation	3-Execution	23-394	\$669,624
18	Cole/Pope House Restoration	3-Execution	23-440	\$270,000
19	Architect/Engineer Consulting	3-Execution	23-142	\$151,000
20	Remediation (Asbestos/mold)	3-Execution	23-204	\$150,000
21	Countywide Flooring	3-Execution	23-331	\$200,000
22	Concrete	3-Execution	23-369	\$200,000
23	Sheriff ADA Ramp	3-Execution	23-363	\$317,485
24	Adult Justice Center Domestic Hot Water System Upgrades	2-Planning	24-045	\$67,000
25	Geneva Creek Stabilization (Riverboat Funds)	3-Execution	24-007	*\$250,000
26	Assessor's Office Countertop	2- Planning	23-285	\$27,437
27	County Board Room Roof Replacement	2- Planning	23-504	\$37,700
28	Election Divider Walls	2- Planning	23-285	\$26,000
29	Branch Court Janitor Dock Office	2- Planning	23-285	\$54,800
30	Vehicles	3- Execution		\$273,000
			Total:	\$11,604,572
			Current Capital Budget:	\$11,604,572

***Not included in the total.**



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

Authorizing Updated Capital Projects from the Capital Fund

Committee Flow: Administration Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Henry Thompson, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$11,604,572
If not budgeted, explain funding source:	

Summary:

Authorizing the updated capital projects list for the Building Management Department to initiate the planning and procurement process for the FY24 capital projects.

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-24-2068

**AUTHORIZING SERVICE AGREEMENT WITH FACILITIES SURVEY, LLC.
(FSI) FOR THE BUILDING MANAGEMENT DEPARTMENT'S WORK ORDER
SOFTWARE**

WHEREAS, the Building Management Department is responsible for maintaining all County-owned buildings within the County of Kane; and

WHEREAS, the CMS Core Annual software expired September 30, 2023 and the Kane County Building Management Department would like to renew services from October 1, 2023 - September 30, 2026 through Facilities Survey, LLC. (FSI); and

WHEREAS, Kane County code section 2-216 provides that the purchase of computer software, computer hardware, and computer databases that have been competitively procured and that require additional proprietary licensing, software integrations, software development, software maintenance, computer hardware maintenance, database maintenance, software support services, database support services and computer hardware support services are not suitable for competitive procurement and may be authorized for purchase. Purchase over thirty thousand dollars (\$30,000) must be authorized by the County Board; and

WHEREAS, the contract calls for the use of funds beyond the present budget year and the County of Kane acknowledges the necessity of the appropriation of such funds.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to execute a contract with Facilities Survey, LLC. (FSI), 2009 Mackenzie Way Suite 100 Cranberry Twp PA, 16066 for the Building Management Department's work order software for a 36-month (3 year) term in an amount not to exceed Eighteen Thousand, Four Hundred and Twenty-Two dollars (\$18,422) for fiscal year 2024 with a not to exceed 2% increase for each year thereafter for three (3) years.

Line Item: 001.080.080.52110, various

Line Item Description: Repairs and Maint-Buildings, various

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on April 9, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

AUTHORIZING SERVICE AGREEMENT WITH FACILITIES SURVEY, LLC. (FSI) FOR THE BUILDING MANAGEMENT DEPARTMENT'S WORK ORDER SOFTWARE

Committee Flow: Administration Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Henry Thompson, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$18,422
If not budgeted, explain funding source:	

Summary:

Authorizing a contract with Facilities Survey, LLC. (FSI) for the Building Management Department's work order software in a not to exceed amount of Eighteen Thousand, Four Hundred and Twenty-Two dollars (\$18,422) for fiscal year 2024 with a not to exceed 2% increase for each year thereafter.

CMS - HOSTED SERVICE AGREEMENT

THIS CMS – HOSTED SERVICE AGREEMENT (the “Agreement”) between Facilities Survey LLC (“Company”) and Kane County Government (“Customer”) effective on the latter of the signature dates below.

The purpose of this Agreement is to set forth and define an arrangement under which Company will provide certain Services on behalf of Customer as more fully described herein.

In consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Services Definitions.

"Services" shall mean the services to be provided by Company to Customer under this Agreement pursuant to an order (“Order”) and may comprise the following:

a. **"Hosted Services"** shall mean the license(s), activities performed to deliver the licenses and services provided by Company to Customer as described by the Specifications.

b. **"Support Services"** shall mean any help, support, setup, installation, or other assistance as described by the Specifications.

c. **"Consulting Services"** shall mean any additional services as described by the Specifications.

"Company Materials" shall mean any software, code, or other materials transmitted to Customer in order to provide any of the Services under this Agreement.

"Customer Materials" means all data and content provided by or on behalf of Customer for use in connection with the Services or in the performance of the Services, including, without limitation, all Customer trademarks, service marks, logos, typeface, fonts, images and text and any other Customer data stored in the Services.

"Specifications" shall mean all user guides and service descriptions provided by Company to Customer describing the Services and Company Materials.

1.1 Services Provisions.

Rights and License Granted.

Company hereby grants to Customer a limited, non-exclusive, revocable, non-transferable, royalty-free, worldwide license during the Term to use the Services and/or Company Materials provided to Customer under this Agreement solely for its internal operations. Customer shall have no right to use the Services for any other purpose, implied or otherwise, unless defined in the Specifications. During the Term of this Agreement, Customer shall receive all software updates that are generally made available to all of Company’s customers. “Updates” shall mean Services versions produced to correct errors or to accommodate upgraded versions of operating environments, but shall not include Services which add new functionality to existing Services.

Limitations to Rights and License.

At no time will Customer hold title to or acquire ownership of any of the Services or Company Materials provided to Customer during the Term of this Agreement, or otherwise be granted any greater or more expansive permission to use the Services and/or Company Materials than as provided for in Section 1.1 of this Agreement. For the avoidance of doubt, Company shall retain full ownership of the Services, including, without limitation, the underlying object and source code.

Customer shall not itself, nor shall it cause, permit or facilitate another, to directly or indirectly (i) disclose,

copy, perform, duplicate, reproduce, distribute, modify, adapt, alter, translate, or create derivative works from the Services and/or Company Materials; (ii) merge the Services with other software; (iii) sell, sublicense, assign, lease, rent, or loan the Services to any third party or provide the Services to a third party, including without limitation as an ASP, time share or other type of service offering; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Services; (v) use the Services or any portion thereof to develop or create a product or service that competes with the Company's current or reasonably anticipated future commercial offerings; (vi) remove any copyright, trademark, patent or other proprietary notices from the Services or any portion thereof; (vii) separate the components or modules for use individually, (viii) substitute any components or modules for use with third party products or services that purport to have the same or similar functionality or otherwise access or use the Services except as expressly allowed in this Agreement. This Agreement is not an agreement for sale.

1.2 Length of Services.

Customer agrees to an initial thirty-six (36) month contractual term of Services ("Initial Term").

1.3 Service Start Date.

Hosted Services commence immediately upon execution of this agreement. The parties shall mutually agree upon an implementation plan for the Support Services and Consulting Services.

1.4 Renewal by Customer.

Following the Initial Term, this Agreement will automatically renew for successive twelve (12) month terms unless canceled in writing by Customer at least thirty (30) days prior to the end of the Initial Term or any subsequent term renewal date (the Initial Term and subsequent renewal terms are collectively referred to as the "Term").

1.5 Acceptance of Services.

The Services and Company Materials shall be subject to acceptance and/or acceptance testing by Customer at Customer's sole option, to verify that they satisfy the acceptance criteria agreed upon by the parties in writing, or meet the functionality and service descriptions set forth in the Specifications. If Customer discovers a non-conformity within ninety (90) days following the implementation of the Services and Customer notifies Company of the non-conformity, Company shall either correct the non-conformity at no additional charge in a timely, professional manner, or, at Customer's sole discretion, refund monies paid by Customer for the Services attributable to, or affected by the non-conformance. If Customer does not provide any notice of non-conformity within such ninety (90) day period, Customer shall be deemed to have accepted the Services.

1.6 Access by Company.

Company shall provide qualified personnel necessary to fulfill its obligations hereunder ("Personnel"). Remote access to Customer's systems for maintenance and support of Company Materials and Services and for any other purpose allowed by this Agreement is subject to compliance with Customer's remote access and other security requirements. Customer acknowledges that to provide the Services and maintenance solutions, the Company and its Personnel must be permitted access to certain Customer Proprietary Information, as hereinafter defined. Customer covenants and agrees that, for such purpose, the Company and its Personnel shall be granted access to Customer Proprietary Information for the duration of this Agreement. Personnel having access to Customer Proprietary Information shall be required, at all relevant times, to keep Customer's data confidential, limiting disclosure to other Personnel and Company's advisors on a need-to-know basis, in accordance with Section 4 of this Agreement.

2. Fees.

Fees are outlined on Exhibit A, attached, and are subject to annual increases not to exceed 2%.

3. Terms of Payment.

Terms of payment are net thirty (30) days from Customer's receipt of an invoice. Company reserves the right to revoke any credit extended if payment is in arrears for more than thirty (30) days. Payments received later than thirty (30) days after invoice shall be subject to annual interest at the rate of 18% or, if lower, the highest permitted by applicable law. All fees and other amounts paid by Customer under this Agreement are nonrefundable. Customer agrees that any late or missed payment is material breach of this Agreement. If any account becomes delinquent and is sent to a collections agency, attorney or becomes the subject of litigation, Customer is liable for the payments due, interest charges and the costs and expenses of collections, attorneys or litigation.

If a Customer purchase order is required prior to payment, Customer shall issue such purchase order simultaneously with execution of this Agreement and the applicable SOW to facilitate timely payment to Vendor. Purchase Orders are for informational and transactional purposes only. The terms and conditions set forth in this Agreement expressly supersede any terms and conditions set forth in a purchase order.

Customer shall be solely responsible for any taxes, duties, licenses, fees or tariffs imposed by any state or governmental body or agency for storage, licensing, sale, transportation, import, export or use of the Services or any component thereof unless it provides a valid tax exemption certificate. Company shall be responsible for all taxes based on its net income.

4. Proprietary Information.

"Proprietary Information" is all trade secrets and/or confidential or proprietary information related to the business of the Customer and the Company, in any physical, electronic, computerized, oral or other form, including but not limited to: technical and nontechnical data related to operations; computer programs; software (including source and object code); methods; techniques; processes; finances; actual or potential customers, vendors and suppliers; existing and future products; development plans; policy, procedure and/or personnel manuals; employees of the Customer and the Company; any information which has been disclosed to the Customer and the Company by a third party which the Customer and the Company is obligated to treat as confidential; notes, memoranda, and work product derivatives of the Proprietary Information; and the terms of this Agreement, including the pricing set forth herein.

- (a) During the Term of this Agreement, Company on one hand and Customer on the other hand acknowledge that they may acquire, be exposed or obtain access to Proprietary Information of the other party.
- (b) All Proprietary Information is confidential to the disclosing party and at all times will be its sole and exclusive property. In the event a party receives, obtains access or otherwise is exposed to any Proprietary Information of the other party, the recipient will, and shall cause its officers, employees and agents to:
 - (i) hold the Proprietary Information in trust and in strictest confidence;
 - (ii) not produce, use, copy, distribute or otherwise disseminate the Proprietary Information except to the extent necessary to aid the other party in connection with performing the Services; and
 - (iii) otherwise protect the Proprietary Information from disclosure.
- (c) Disclosure of Proprietary Information by a recipient will not be made to anyone except as necessary for the performance of the Services on a specific need to know basis to those who have agreed to hold the Proprietary Information in trust and strictest confidence in accordance with the terms of this Agreement. The recipient of Proprietary Information will take reasonable precautions to prevent disclosure of Proprietary Information to anyone without a need to know such information.
- (d) Upon request by the disclosing party, and in any event upon termination of this Agreement, the recipient of Proprietary Information shall return all property belonging to the disclosing party either that is in the recipient's custody, control or possession, including all materials containing Proprietary Information; provided, however, that the receiving party may retain copies of the Proprietary Information solely for

legal and archival purposes.

- (e) Company agrees that upon termination or expiration of its Services under this Agreement the Company will ensure that all data and other Customer Proprietary Information (if any) that is in Company's care, custody or control is returned to the Customer in a mutually agreed upon format.

5. Customer Information Content.

Customer represents and warrants that: (i) Customer owns or otherwise has the right to use the Customer Materials; (ii) it has obtained all necessary permissions and consents to transmit the Customer Materials using the Services and allow Company to use the Customer Materials to provide the Services and/or publish the Customer Materials without violating any laws; (iii) it shall transmit Customer Materials in compliance with all laws; (iv) Customer Materials do not and will not contain anything deceptive, obscene, defamatory, illegal or violate the privacy or publicity rights or stated use preferences of any individual; (v) Customer Materials do not and will not infringe the intellectual property rights of any third party; and (vi) Customer Materials do not and will not contain any code, program, or routine designed or intended to damage, disable or interfere with the Services, Company's Proprietary Information or adversely affect the integrity of the data located in the Services. Customer further represents and warrants that the Customer Materials will not include any protected health information (as such term is defined by HIPAA) and that Customer will not transmit any protected health information through the Services.

6. Force Majeure Events.

- (a) Neither Company nor Customer shall have any liability for breach of this Agreement for delay in performance under this Agreement when performance is prevented by force majeure, except and specifically excluding the Customer's payment obligations pursuant to this Agreement. The term "force majeure" shall mean any government requirement or request, war, public disorders, acts of enemies, sabotage, fires, floods, earthquakes, acts of God, pandemics, natural disasters, accidents or breakdowns (whether or not preventable), or any other cause beyond the reasonable control of either party.
- (b) Company and Customer understand and agree that events such as hurricanes, tornadoes, fires, floods, earthquakes, or similar severe weather, natural disasters, may interfere with the efficient performance and contemplated operations under this Agreement.
- (c) The parties agree, however, that either party will have the right to terminate this Agreement without cause upon written notice if such force majeure event continues for a period of ninety (90) days.

7. Reserved.

8. Termination.

Either party may terminate this Agreement at its sole discretion upon the occurrence of one or more of the following events: 1) failure of the other party to comply with any provisions of the Agreement thirty (30) days after written notice from the non-breaching party of said failure if the breaching party has failed to cure by such time, 2) appointment of Receiver or the filing of any application by the other party seeking relief from creditors, 3) upon mutual agreement in writing by Company and Customer.

9. Disputes.

If legal proceedings are commenced to resolve a dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs, reasonable legal fees, and expert witness fees as well as any costs or reasonable legal fees in connection with any appeals.

10. Indemnity and Warranties.

- (a) Subject to the limitations set forth in Section 11.1, Company will defend, at its expense, with legal counsel of its choosing any action brought against Customer, to the extent that such action is based on a claim of direct infringement of any duly issued U.S. patent or registered U.S. copyright resulting from the use by Customer as permitted hereunder of the Services as made accessible to Customer by Company (“Infringement”), and Company shall pay all damages and costs finally awarded against Customer directly resulting from such Infringement, provided that Company is promptly informed in writing and furnished a copy of each communication, notice or other action relating to the alleged Infringement and is given authority, information and assistance necessary to defend or settle such claim; provided, however, that Company shall have no liability hereunder in the event any such claim arises out of Customer’s (i) access to or use of the Services other than in accordance with the terms of this Agreement, (ii) access to or use of the Services with software or equipment not provided to Customer by Company, (iii) Customer’s failure to use corrections or enhancements to that are made available by Company; or (iv) designs or specifications provided by, on behalf or at the direction of, Customer that are a cause of the Infringement. In the event an Infringement claim is made, Company shall have the right, in its sole discretion, to either (i) procure a right for Customer to continue accessing and using the allegedly infringing Services in accordance with the terms of this Agreement, (ii) replace or modify all or any portion of the Services to avoid or mitigate any Infringement, or (iii) terminate the applicable Services provided hereunder, and refund to Customer a pro rata portion of any prepaid fees paid for the month in which this Agreement is so terminated. The foregoing shall constitute Company’s sole and exclusive obligation and Customer’s sole and exclusive remedy for any Infringement by the Services or Customer’s use thereof.
- (b) Customer shall indemnify, defend and hold harmless Company and its officers, agents and employees with respect to any and all liability, losses, claims, suits, damages, taxes, charges and demands of any kind and nature by any party which any of them may incur or suffer as a result of any cause of action relating to or arising from any negligent, reckless, or intentional act or omission of the Customer and/or intellectual property infringement claims related to Customer Proprietary Information. Customer shall not have an obligation to indemnify Company for any liability, losses, claims, suits, damages, taxes, charges or demands of any kind or nature arising out of any intentional or reckless acts or omissions of Company.
- (c) Company represents and warrants that Services performed by Company or by a permitted subcontractor, employee, or agent of Company shall be performed in a professional and workmanlike manner.
- (d) In performing the Services, Company will maintain appropriate security measures to protect the security and confidentiality of Customer Materials maintained by Company as part of the Services. Notwithstanding the foregoing, Customer acknowledges that security measures are not infallible and are capable of circumvention. Consequently, Company does not guarantee that the Services or any information contained or stored therein cannot be accessed by unauthorized persons who are capable of circumventing such measures. Company will not be liable for any such unauthorized access and such access will not constitute a breach of its confidentiality obligations if Company has adhered to the aforementioned security measures.
- (e) **EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, ALL SERVICES ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FUNCTIONALITY OR ITS BEING ERROR OR VIRUS FREE. COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS NOT RELIED ON ANY WARRANTIES OR STATEMENTS OTHER THAN AS ARE SET FORTH HEREIN.**

11. General.

11.1 Limitation of Liability.

COMPANY SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES,

UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE OR SAVINGS, LOSS OF GOODWILL, OR THE LOSS OF USE OF ANY DATA, EVEN IF COMPANY HAD BEEN ADVISED OF, KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT AND/OR ANY EXHIBIT, ADDENDUM AND/OR ATTACHMENT HERETO, UNDER NO CIRCUMSTANCES SHALL COMPANY'S (OR ITS SUBCONTRACTORS, SUPPLIERS OR BUSINESS PARTNERS) AGGREGATE CUMULATIVE LIABILITY TO CUSTOMER FOR ANY CAUSE WHATSOEVER ARISING UNDER OR RELATED TO THIS AGREEMENT AND/OR THE SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING NEGLIGENCE, EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. CUSTOMER ACKNOWLEDGES THAT THE FEES PAID BY CUSTOMER REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT COMPANY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

11.2 Governing Law and Jurisdiction.

This Agreement and any disputes arising hereunder shall be governed by the laws of the State of Pennsylvania. Any action or proceeding seeking to enforce any provision, or based on any right arising out of, this Agreement, shall be brought against either of the parties exclusively in the courts of the State of Pennsylvania, County of Allegheny and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue therein.

11.3 Severability.

If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision shall be automatically amended to so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law.

11.4 Government Requirements.

The parties intend that this Agreement comply at all times with all existing and future applicable laws. The parties agree that Company is not a Business Associate as defined by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and Health Information Technology for Economic and Clinical Health Act, Public Law 111-05, and regulations promulgated or to be promulgated thereunder, as amended (collectively, "HIPAA") and that in the provision of Services, Company does not require and shall not request or attempt access to, any protected health information (as defined by HIPAA). In the event Company becomes a business associate, it agrees to comply with all applicable provisions of HIPAA and agrees to sign a mutually agreeable business associate agreement. If at any time, as the result of the enactment of a new statute, the issuance of regulations, or otherwise, either party receives a written opinion of counsel that there is a substantial risk that, as a result of this Agreement, either party does not comply with applicable law, then the parties shall use good faith efforts to reform this Agreement in such a manner so that it complies with applicable law. If, after the exercise of such good faith efforts for a period of at least thirty (30) business days, the parties have not agreed on amendment(s) to this Agreement that resolve legal issues referred to above, then the party(s) whose receipt of a legal opinion triggered renegotiation may terminate this Agreement upon at least sixty (60) calendar days written notice to the other party. To the extent that Section 952 of the Omnibus Reconciliation Act of 1980 (the "Act") and the regulations promulgated thereunder are applicable to this Agreement, Company and the organizations related to it, if any, performing any of the duties pursuant to this Agreement valued at Ten Thousand Dollars (\$10,000) or more in any twelve (12)-month period shall, until four (4) years after the furnishing of Services and deliverables pursuant to this Agreement, comply with requests by the Comptroller General, the Secretary of the Department of Health and Human Services, and their duly authorized representatives for access (in accordance with Section 952 of the Act) to any contract or agreement between Company and Customer for Services, and to any contract or agreement between Company and such related organizations, as well as the books, documents and records of Company and its related organizations, if any, which are necessary to verify the cost of the Services and

deliverables provided. Company represents and warrants that neither it, nor any of its employees or other contracted staff has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). The listing of Company or any of its affiliates, employees or independent contractors, on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this paragraph. For the purpose of this paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program.

11.5 Amendment/Modification.

No amendment, revocation, change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No modification of this Agreement shall be affected by either party's use of any order form, purchase order, acknowledgement, shrink-wrap, box top, or click wrap license, or other form containing additional or different terms.

11.6 Assignment.

This Agreement and all of the terms, provisions and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Customer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Company. Company may assign this Agreement to an affiliate or in connection with a sale or other transfer of substantially all of Company's assets or equity in the event of a change of control of Company without the consent of the Customer. In such event, Company shall give Customer written notice of any permitted assignment. Except as provided herein, any attempted assignment in violation of this Section by Customer of its rights or obligations under this Agreement, whether by operation of law or otherwise, shall have no force and effect.

11.7 Survival.

All terms of this Agreement, which by their nature are intended to survive termination of this Agreement, shall so survive termination for any reason.

11.8 Headings.

The headings of the Sections of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise affect the construction of the terms or provisions of this Agreement.

11.9 Waiver.

Any waiver of a provision of this Agreement must be in writing and signed by the party to be charged. A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under this Agreement. A failure of either party to this Agreement to enforce at any time any of the provisions of this Agreement, or to require at any time performance of any of the provisions hereof, shall in no way affect the full right to require such performance at any time thereafter.

11.10 Entire Agreement/Third Party Beneficiaries.

This Agreement (together with all Exhibits attached hereto) contains, and is intended as, a complete statement of all of the terms of this Agreement between the parties with respect to the matters provided for herein and supersedes and terminates any previous agreements and understandings (whether written or oral) between the parties. All Exhibits attached to this Agreement shall be deemed part of this Agreement and incorporated as if fully set forth herein. Both parties agree and acknowledge that there are no third party beneficiaries to this Agreement. This Agreement is made solely for the benefit of Company and Customer and their respective successors and assigns. Except as set forth in this Agreement, no other person or entity shall have

any right, benefit, or interest under or because of this Agreement, except as otherwise specifically provided herein.

11.11 Independent Contractor.

Company agrees that all aspects of its relationship to Customer will be that of an independent contractor, and that Company will not act or represent as an agent of Customer or incur any obligation on the part of Customer without written authority of Customer.

11.12 Notice.

Any notice required or permitted to be given hereunder shall, except where specifically provided otherwise, be given in writing to the addresses specified herein and will be effective at the earlier of when received or five (5) days after mailing if mailed in the United States mail, first-class, postage pre-paid.

11.13 Counterparts; Signatures.

This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission, each of which will be deemed an original, but all of which together constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Each party agrees that the delivery of this Agreement by facsimile, electronically or by e-mail with an attached scanned signature page image, shall have the same force and effect as delivery of original signatures and that each party may use such signatures as evidence of the execution and delivery of this Agreement or such other document by all parties to the same extent that an original signature could be used.

11.14 Limitation on Actions.

No action arising out of or otherwise associated with this Agreement or the rights granted hereunder, regardless of form, may be brought by either party more than two (2) years after the cause of action has accrued.

The parties represent and warrant that, on the date first written above, they are authorized to enter into this Agreement in its entirety, and duly bind their respective principals by their signatures below.

EXECUTED as of the dates set forth below.

Kane County Government

By: _____

Name: _____

Title: _____

Date signed: _____

Facilities Survey, LLC

By: *Patrick Woodring*

Name: Patrick Woodring

Title: Head of Finance

Date signed: 10/11/2023

EXHIBIT A



FSI

Facilities Survey, LLC.
2009 Mackenzie Way
Suite 100
Cranberry Twp PA
16066
United States

Estimate

#183

09/30/2023

Bill To

Kane County Government
719 South Batavia Avenue, STE 300
Geneva IL 60175
United States

TOTAL
\$18,421.20
Expires:

Expires	Exp. Close	Sales Rep	Partner	Shipping Method
	12/31/2023			

Quantity	Item	Options	Rate	Amount
35	<p>CMS Core Annual CMS Core cost per user charged annually. Includes:</p> <ul style="list-style-type: none"> • CMS • CMS Tech • CMS Reporting • Ongoing Technical Support and Software Updates <p>Term: 10/1/23 - 9/30/24</p>		\$526.32	\$18,421.20

Subtotal	\$18,421.20
Tax Total (0%)	\$0.00
Total	\$18,421.20



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

Authorizing Number of Procurement Cards Issued to the Information Technologies Department and Each of Their Transaction Limits

Committee Flow: Administration Committee, Finance and Budget Committee

Contact: Charles Lasky, 630.232.5827

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source:	

Summary:

Per the P-Card policy, each year the number of P-Cards issued and the transaction limits established for each County department/office shall be approved annually by the standing committee to which the department/office reports and by the Finance Committee.

2024 Information Technology Department
P-Card Holders and Transaction Limits

Name	Department	Single Purchase	Credit Limit
Robert Shive	Information Technologies	\$2,500.00	\$7,500.00
Blair Peters	Information Technologies	\$5,000.00	\$5,000.00
John Zakosek	Information Technologies	\$29,000.00	\$45,000.00
Charles Lasky	Information Technologies	\$29,000.00	\$45,000.00
Roger Fahnestock	Information Technologies	\$29,000.00	\$45,000.00

Passed by the Kane County Board on April 9, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

AUTHORIZING A CONTRACT EXTENSION WITH NETCEED AND HEARTLAND BUSINESS SYSTEMS FOR CISCO HARDWARE, SOFTWARE, SERVICES, AND SMARTNET (RFP#34-020)

Committee Flow: Administration Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Charles Lasky, 630-232-5827

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$800,000
If not budgeted, explain funding source:	

Summary:

Authorizing the final one-year extension with Netceed (formerly Walker & Associates) and Heartland Business Systems to purchase hardware, software, services and SmartNet in an amount not to exceed Eight Hundred Thousand Dollars (\$800,000) per fiscal year from various accounts.

Passed by the Kane County Board on April 9, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

AUTHORIZING THE EXPENDITURE OF FUNDS WITH ZOOM VIDEO COMMUNICATIONS, INC. FOR ZOOM WEB CONFERENCING SERVICES FOR THE KANE COUNTY INFORMATION TECHNOLOGIES DEPARTMENT

Committee Flow: Administration Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Charles Lasky, 630-232-5827

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$43,275
If not budgeted, explain funding source:	

Summary:

Authorizing the expenditure of funds for the use of Web Conferencing Services through Zoom Communications for FY24 in the amount of Forty Three Thousand, Two Hundred and Seventy Five Dollars (\$43,275) with a not to exceed 8% increase for each year thereafter.

Passed by the Kane County Board on April 9, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

AUTHORIZING A CONTRACT WITH LANGTON GROUP FOR THE MILL CREEK SSA LANDSCAPE MAINTENANCE SERVICES PROGRAM (TREE RELATED SERVICES) (BID#24-025-TK)

Committee Flow: Administration Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Roger Fahnestock, 630-232-3571

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$160,000
If not budgeted, explain funding source:	

Summary:

Authorizing a contract with Langton Group for the Landscape Maintenance Services Program (tree related services) on an as needed basis based off of the prices cited in their contract for the Mill Creek Special Services Area for an approved two (2) year term in an amount not to exceed One Hundred and sixty thousand dollars (\$160,000) per fiscal year.

**County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER**

719 S. Batavia Avenue, Bldg. A
Geneva, Illinois 60134

Telephone: (630) 208-3803
Fax: (630) 208-5107



March 5, 2024

PROCUREMENT SYNOPSIS

Requesting Department:	Kane County Building Management for Mill Creek SSA
Procurement Name:	Bid 24-025-TK 2024-2028 Landscape Maintenance Services Program Mill Creek SSA
Recommended Vendors:	Langton Group
Awarded Amount:	Multi-Year Contract

NOTIFICATION AND RESPONSE

Public Notices: Bidnet Direct and The Daily Herald

Advertising Date:	February 7, 2024	Notices sent/Plan Holders: 43/43
Proposal Due Date:	February 23, 2024	Proposals Received: 4

PURPOSE

This bid seeks a qualified and experienced Contractor for the 2024-2028 Mill Creek SSA's landscape maintenance services program for tree maintenance services including, tree pruning, tree removal, stump removal, tree planting, and leaf clean-up. This is not a prevailing wage project and the following bids were received:

Vendors	Total Cost Year 1	Total Cost Year 2	Total Cost Year 3	Total Cost Year 4	Total Cost Year 5
Langton Group – Woodstock, IL	\$145,955.00	\$154,060.00	\$163,865.00	\$171,900.00	\$178,555.00
Tree 'R' Us – Ingleside, IL	\$200,860.00	\$205,050.00	\$210,170.00	\$216,385.00	\$222,075.00
Cornerstone Partners – St. Charles,	\$247,355.00	\$247,355.00	\$254,857.50	\$262,360.00	\$262,360.00
The Davey Tree – West Chicago, IL	\$254,475.00	\$254,475.00	\$256,400.00	\$271,100.00	\$275,650.00

The Mill Creek SSA and Hampton, Lenzini and Renwick Inc., the engineer of record, evaluated all bids per specifications and contract requirements and determined that Langton Group of Woodstock, IL is the lowest responsive, responsible vendor, and will provide these services at the highest quality and value. This is a two (2) year contract with an option for three one-year renewal options if agreed upon by both parties.

The Mill Creek SSA with the support of the engineer and staff recommends awarding this contract to Langton Group of Woodstock, IL pending approval by the Committee and full Kane County Board.

Submitted By:

Timothy Keovongsak,

Tim Keovongsak, CPPB
Assistant Director of Purchasing

cc: IT/Building Management

**County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER**

Karin Kietzman, CPPB
Director of Purchasing



719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134
Telephone: (630) 208-3803
Fax: (630) 208-5107

INVITATION TO BID

**BID NUMBER: 24-025-TK
2024-2028 Landscape Maintenance Services Program Mill Creek SSA**

DATE: February 6, 2024

The County of Kane is accepting bids from experienced and qualified vendors for 2024-2028 Landscape Maintenance Services Program Mill Creek SSA

This is NOT a prevailing wage bid.

SUBMITTAL REQUIREMENTS:

Submit one original bid, one paper copy and one PDF Copy on CD OR Flash Drive. This bid may also be submitted electronically through <https://www.bidnetdirect.com/illinois/kanecounty>

- Signed Offer to Contract Form
- References
- Certificate of Insurance
- 5% Bid Bond
- 100% Performance Bond (upon award)
- Contractor Disclosure Statement/Vendor Certification (upon award)
- Familial Disclosure Statement (upon award)
- Responsible Bidder Ordinance (Requirement)

SUBMISSION LOCATION:

County of Kane
Kane County Government Center
Purchasing Department
719 S. Batavia Ave., Bldg. A, Rooms 211, 212 or 214
Geneva, Illinois 60134
8:30 a.m.-4:30 p.m. CST, Monday-Friday

SUBMISSION DATE & TIME:

February 23 , 2024 at 3:00 PM. CST

Bids received after the submittal time will be rejected and returned unopened to the sender.

CONTACT PERSON:

Karin Kietzman
purchasing@co.kane.il.us

DISCLAIMER: TO THE EXTENT THAT YOU HAVE OBTAINED THESE BID DOCUMENTS FROM A SOURCE OTHER THAN BID NET DIRECT, PLEASE BE ADVISED THAT THESE BID DOCUMENTS MAY NOT INCLUDE ALL UPDATES, INCLUDING, BUT NOT LIMITED TO, ADDENDUMS, CLARIFICATIONS, AND DUE DATE EXTENSIONS. FOR ALL UPDATES TO BID DOCUMENTS, PLEASE VISIT [HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY](https://www.bidnetdirect.com/illinois/kanecounty)

ALL QUESTIONS PERTAINING TO THIS BID AND/OR THE SCOPE OF SERVICES SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET **NO LATER THAN, February 15, 2024 AT 2:00 PM.** FAX AND E-MAIL ACCEPTED. FAX to (630) 208-5107 or E-mail: PURCHASING@CO.KANE.IL.US

**INSTRUCTIONS TO BIDDERS
COUNTY OF KANE
COMPETITIVE SELECTION PROCEDURE - BID
TERMS AND CONDITIONS**

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has one hundred twenty (120) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.

Kane County reserves the right to compare pricing submitted to any and all known national joint purchasing cooperatives in order to obtain the lowest pricing available in the current market place for this contract award. The list of joint purchasing cooperatives is not all inclusive and may include other joint purchasing cooperatives Kane County is not currently aware of at the present time. Kane County reserves the right to award a contract to the lowest responsive, responsible vendor for said product or service after reviewing all joint purchasing cooperative pricing available for Kane County to participate in their program.

State of Illinois Central Management Services (CMS)
Omnia Partners (formerly US Communities & National IPA)
Sourcewell

7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.

8. **AWARD.** It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. The Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.
9. **PAYMENT.** The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.

PAYMENT (MANDATORY INVOICE SUBMISSION GUIDELINES). The successful bidder or bidders must conform to modified and mandatory invoice submission guidelines. Under no circumstances will vendor submitted invoices be cleared for payment that are not in full compliance with this invoice submission standard. Any invoice not meeting the explicit submission guidelines below will be returned to the vendor and will remain unpaid, until such time a new, conforming invoice is presented for review. **Under no circumstances will Kane County pay or be subject to any additional fees, penalties, or incurred costs as a result of vendor invoice submission failures.** Any and all submitted invoice packages must contain the following four (4) components to be considered eligible for payment:

1. Formal invoice with all rates (labor, materials, OT, DT) clearly listed. This invoice must show compliance with any and all agreed-upon rates.
2. Written quotation for all work being performed under this particular invoice. This "quote" must be dated within 120 days of the invoice submission, *properly submitted in arrears.*
3. Written authorization from the using department to commence this work. *Any and all work must demonstrate that formal approval has been given for an invoice to be considered both payable and valid. No invoice can be paid without clear evidence of authorization, from an approved point of contact within the using department.*
4. If the project under invoice requires materials, then we must also be given materials purchase orders, which demonstrate compliance with the contractual material mark-up rate. Vendors **without** materials on a particular invoice shall be required to include on company letterhead the following: "No materials were purchased for the completion of this work under this invoice". *This can be sent on either a blank invoice form, or via company letterhead.*

PLEASE NOTE: ALL SUBMITTED VENDOR PACKAGES ARE AND BECOME THE PROPERTY OF KANE COUNTY. These materials are subject to formal scheduled, announced, unannounced, compliance, inter-governmental, or random audits, and may be audited by Kane County *at any time* within the effective dates of this contract, with or without notification to the vendor, *at the discretion of Kane County.* All vendors should be aware that in the event of serious or ongoing invoicing irregularities, Kane County may, and can invoke contractual termination clauses either with, in addition to, or separate from a formal declared breach of contract.

We expect and require your active compliance in terms of invoice submission and adherence to these guidelines.

10. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
11. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
12. **TAXES.** Kane County is not subject to Federal Excise Tax. Per certification provided by the State of Illinois Department of Revenue, Kane County is exempt from state and local taxes.
13. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
14. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
16. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.
17. **INDEMNIFICATION.** The Vendor shall indemnify and hold harmless the County, its agents, officials, and employees, from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.

Vendor agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents, and Employees, from any and all liability or loss incurred by the County of Kane resulting from Vendor's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Vendor's performance of this contract and Vendor's violation of any of the terms and conditions of this Agreement, and from the Vendor's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Vendor's performance thereunder.

18. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received

by Vendor, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Vendor with any or all losses incurred.

19. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Vendor's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Vendor promptly after rejection.
20. **WARRANTY.** Vendor warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Vendor warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Vendor or require correction or replacement of the item at the time the defect is discovered, all at the Vendor's risk and expense. Acceptance shall not relieve the Vendor of its responsibility.

Vendor expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Vendor agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

21. **REGULATORY COMPLIANCE.** Vendor represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Vendor shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
22. **EQUAL EMPLOYMENT OPPORTUNITY.** The equal employment opportunity clause required by the Illinois Human Rights Act is hereby incorporated by reference in all contract made by the County of and in all bid specifications therefore furnished by the County to all Vendors, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, pregnancy, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment

without regard to race, color, religion, national origin, ancestry, age, sex, marital status, military status, sexual orientation, pregnancy or unfavorable discharge from military service. (Ordinance No. Res. No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; Res. No. 05-303, 9-23-05). State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

23. **ROYALTIES AND PATENTS.** Vendor shall pay all royalties and license fees. Vendor shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.
24. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.
25. **ELIGIBILITY.** By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

DEBARMENT AND SUSPENSION. No contract may be awarded to parties listed on the federal governments Excluded Parties List System in the System for Award Management (SAM), on the State of Illinois' list of sanctioned persons maintained by the Agency's Office of Inspector General, or on the County's own list of parties suspended or debarred from doing business with the County.

Debarment is the process of determining that a contractor is ineligible to receive contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three (3) years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure having a 12-month limit. It is usually used pending completion of an investigation or legal proceedings. The name of the suspended contractor will be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

26. CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

- a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.
- b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Or – Combined Single Limit	\$1,000,000

- i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.
- c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

- d) Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.
- e) Umbrella Liability:

Aggregate Limits	\$5,000,000
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Vendor to furnish a copy of the Endorsement showing Kane County, as an additional insured on the General Liability, Auto, and Umbrella/Excess policies.

The Contractor shall cease operations on the project if the insurance is canceled or reduced below the required amount of coverage.

27. RESPONSIBLE BIDDER REQUIREMENTS (if applicable)

On August 8, 2023, the Kane County Board approved a Responsible Bidder Ordinance 23-340 which requires additional information and documentation from responders bidding on public works construction projects.

Included in this bid package is a Responsible Bidder Requirements Form. This document must be filled out and returned with the (bid/proposal). Failure to comply with all submission requirements set forth in Kane County Ordinance No. 23-340 is grounds for the County of Kane to determine that a submission is incomplete, which may result in a determination that Contractor is not a responsible bidder. In accordance with Kane County Ordinance No. 23-340, a Contractor that is actively classified as "pre-qualified" or "qualified" by the Purchasing Department is exempt from the comprehensive submission requirements and is not required to submit a Responsible Bidder Requirements Form.

28. CONTRACTOR DISCLOSURE

- A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors' corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.
- B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:
- (a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;
 - (b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.
 - (c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.
 - (d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.
- C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.

- D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
- E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

29. COMMUNICATION DURING THE PROCUREMENT PROCESS

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all request for clarification or additional information regarding the solicitation, or contact with County personnel concerning this solicitation or the evaluation process must only be through the Purchasing Department staff. Inquiries will be collected by the Purchasing Department staff who will then submit the inquires to the Department Head responsible for the procurement. Responses by the Department Head to the inquires will be submitted to the Purchasing Department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other County employees, agents of the County or elected officials is permitted unless expressly authorized by the Purchasing Director. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

30. ILLINOIS NON-APPROPRIATION CLAUSE:

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30-day notice of intent to cancel.

31. TERMINATION FOR CAUSE:

This Contract may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Contract is terminated due to the County's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date, subject to setoff for any damages, losses or claims against the County resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase

shall constitute total payment for services. In the event of such termination by the County during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute. Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

32. LITIGATION:

Vendors are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five years. Provide status or outcome of any such proceedings disclosed.

33. HOLIDAY SCHEDULE:

Kane County is closed for business on the following holidays: New Year's Day; Martin Luther King, Jr. Day; Lincoln's Birthday, Washington's Birthday, Spring Holiday, Memorial Day, Juneteenth, Independence Day; Labor Day, Columbus Day; Veteran's Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Day.

34. COMPLAINT AND DISPUTE RESOLUTIONS:

The vendor and/or his supervision shall meet with County staff as needed to discuss any problems, complaints, needs, service adjustments, and/or mutual areas of concern.

The Vendor shall faithfully perform all work as set forth in these specifications for Kane County. If the Vendor fails to faithfully execute their work in accordance with the contract and/or a dispute arises as to the quality and/or quantity of work completed, Kane County reserves the right to withhold authorization for payment of completed work until such time that performance has been improved upon, or the dispute resolved. In instances where a dispute cannot be resolved by the Vendor and the Facilities Manager or other appointed designate, the dispute may be resolved by the Kane County Director of Purchasing.

35. BID DEPOSIT (NON-ELECTRONIC)

When noted in the specifications, bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than Five Thousand Dollars (\$5,000.00) or five (5%) percent of the amount of the Bid, or according to the schedule as provided.

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to the **KANE COUNTY**.

In the event that one check, draft or bond is intended to cover two or more bids, the amount must be equal to the sum of the bid guarantees of the individual sections covered.

BID SECURITY (ELECTRONIC)

When noted in the specifications, bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than Five Thousand Dollars (\$5,000.00) or five

(5%) percent of the amount of the Bid, or according to the schedule as provided. A scanned copy should be submitted with the E-Bid response.

During the bid review process, the County may require a bidder to submit the original bid security to confirm authenticity.

36. EXECUTION OF A PERFORMANCE BOND, PAYMENT BOND & LABOR AND MATERIALS BOND

When noted in the specifications, the County reserves the right to require the successful bidder to supply a Performance Bond, Payment Bond and a Labor and Materials Bond within ten (10) calendar days of acceptance of the Vendor's bid by the County. The bonds, unless otherwise specified by the Director of Purchasing, shall be 100% of the total contract price.

37. FAILURE TO FURNISH BOND

In the event that the Vendor fails to furnish the abovementioned bonds within ten (10) calendar days after acceptance of the bid by the County, then the bid deposit of the bidder shall be retained by the County as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said County will sustain due to the Bidder's failure to furnish said bonds.

38. PROPRIETARY INFORMATION

Under the Illinois Freedom of Information Act, all records in the possession of Kane County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exception is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The County will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

Joint Purchasing Program Initiative:

All public agencies as defined by the Illinois Governmental Joint Purchasing Act, as well as not-for-profit agencies that qualify under Section 45-35 of the Illinois Procurement Code, are eligible to participate in joint purchasing programs.

ILL COMP. STAT. ANN §220/2. Definitions for the purpose of this Act: The term "public agency" shall mean any unit of local government as defined in the Illinois constitution of 1970, any school district, any public community collet district, any public building commission, the State of Illinois, any agency of the state government of the United States, or of any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement.

Kane County wants to expand on the current benefits of intergovernmental cooperation on a regional basis. The goal of Kane County Purchasing is to combine the resources and purchasing power of governments and not-for-profit entities to negotiate the most favorable contract terms in order to obtain the best quality products and services at the lowest prices. By purchasing through

Kane County Joint Purchasing Contracts, participants will save both time and money by not having to duplicate the formal bidding and request for proposal solicitation process.

Illinois statutes, 525/2 from Ch. 85, par. 1602 (Governmental Joint Purchasing Act), authorizes that any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be by competitive solicitation as provided in Section 4 of this Act.

SCOPE OF WORK
For
2024-2028 Landscape Maintenance Services Program
Mill Creek SSA
Kane County, Illinois

OVERVIEW:

The County of Kane is accepting bids from qualified and experienced Vendors for the Mill Creek SSA 2024-2028 Landscape Maintenance Services Program. This is NOT a prevailing wage bid.

WORK INCLUDED IN BASE BID:

The work consists of the provision of various tree and landscape maintenance items and services, as well as all necessary and incidental work to provide such items and services as defined within the plans and specifications contained herein.

WORK INCLUDED IN OPTIONAL BID:

The work consists of the performance of leaf collection services which includes four (4) scheduled pickups between October 15 and December 1 of each year in accordance with the plans and specifications contained herein.

CONTRACT DURATION:

The Contract presented is for a 2-year period with optional renewals in years 3, 4, & 5. The Contractor shall provide unit prices for each year in the potential 5-year period of the contract. The County has the right to end the contract at any time without additional compensation. The Contractor will be paid for all services rendered prior to the end of the contract.

PERMITS, LICENSES, FEES

The Contractor shall be responsible for securing all permit and licenses and shall pay all fees necessary for the successful completion of this work including but not limited to: right of way or roadway access permits, overweight and other load permits, tickets for the use of water, etc.

SPECIFICATIONS
For
2024-2028 Landscape Maintenance Services Program
Mill Creek SSA
Kane County, Illinois

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction, Adopted January 1, 2022”, the latest edition of the “Manual on Uniform Traffic Control Devices for Streets and Highways”, and the “Manual of Test Procedures for Materials” in effect on the date of invitation for bids, and the “Supplemental Specifications and Recurring Special Provisions” indicated on the Check Sheet included herein, which apply to and govern the 2024-2028 Landscape Maintenance Services Program, Mill Creek SSA, in Kane County, Illinois, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

The project is located at various parkway locations and common areas within the Mill Creek SSA. The Mill Creek Subdivision is west of the corporate limits of the City of Geneva unincorporated Kane County, Illinois. The Subdivision is generally bound by Main Street on the South, Keslinger Road on the North, Wenmoth Road on the East, and approximately 4,000 ft west of Brundige Road on the West.

DESCRIPTION OF PROJECT

The work consists of the provision of various landscape maintenance items and services, as well as all necessary and incidental work to provide such items and services as defined within the plans and specifications contained herein.

CONTRACT TIME

The initial term of the contract is April 1, 2024, or the date of award, through April 30, 2026, with options to renew for three additional one-year terms, all with ending dates of April 30. The Mill Creek SSA reserves the right to extend beyond the Contract term if deemed to be in the best interest of the SSA.

The Mill Creek SSA has the option to automatically extend this contract into its third, fourth, and fifth years unless notified, in writing, by the Contractor; or notifies the Contractor, in writing, 90 calendar days prior to the expiration of the initial and/or succeeding Contract term(s).

BONDING AND INSURANCE

The Contractor shall renew both the contract bond and certificate of insurance prior to the start of each contract year.

SUBCONTRACTING

The Contractor may provide services by means of an approved Subcontractor. If the Contractor plans to utilize a subcontractor during the contract period, the planned subcontractor shall be indicated in the proposal.

PREVAILING WAGES

There shall be no work completed on this contract related to a construction project or public works improvement project. As such, this program is not subject to the requirements of the Illinois Prevailing Wage Act.

PLAN QUANTITIES

Tree removal, stump grinding, trimming and pruning, and planting quantities are estimates based upon recent historical quantities completed. Actual quantities will vary from contract year to contract year. The contractor will be paid only for the quantity completed with no adjustments made for increases or decreases in completed quantities.

LEAF COLLECTION (ALTERNATE BID ITEM)

The scope of this work shall include a minimum of four (4) bi-weekly leaf collections for all residential properties within the Mill Creek SSA between the dates of October 15 and December 1 of each year.

Performance of Work

Leaf collection shall include the removal of all leaves piled in residential rights-of-way adjacent to roadways within the Mill Creek SSA. The Contractor shall provide sufficient labor, materials, and equipment for the completion of this work. The Contractor shall utilize trucks and/or trailers equipped with leaf vacuuming equipment and sufficient material storage for the completion of this work. Upon the vacuuming of all leaves, parkways shall be raked clean prior to the Contractor moving on to the next location.

Disposal of Materials

All leaf materials collected shall be hauled to an offsite location and permanently disposed of. The offsite disposal location shall be in compliance with the requirements of the Illinois Department of Agriculture. The Contractor shall provide documentation of the location of disposal and quantities/volumes disposed of at the completion of this item of work.

Leaf Collection Schedule

Residential leaf collection shall take place on a bi-weekly basis between the dates of October 15 and December 1 of each year (4 planned collections). The leaf schedule may vary depending upon leaf fall and therefore the Coordinator shall reserve the right defer the startup of leaf collection services. The Contractor shall provide a clear schedule of services to the Coordinator. The schedule shall remain consistent between months so that clear schedule expectations can be relayed to the residents.

Basis of Payment

This work shall be paid for at the contract unit price per each for LEAF COLLECTION for each bi-weekly collection cycle. The Coordinator reserves the right to increase or decrease the quantity of collections at its own discretion based upon conditions. No adjustments in unit prices will be made for such adjustments.

PARKWAY TREE AND STUMP REMOVAL

The scope of this work shall include the removal of dead, diseased, and damaged parkway trees as well as the grinding of tree stumps within the Mill Creek SSA.

Performance of Work

Tree removal and stump removal shall include the complete removal of trees, grinding of tree stumps and restoration of parkway by a licensed and experienced Contractor. The Contractor shall provide sufficient labor, materials, and equipment for the completion of this work. The

Contractor shall provide competent management and technical supervision through the use of trained and certified management staff. The Contractor shall provide an Arborist certified by the International Society of Arboriculture and sufficient personnel to complete the specified work. Work locations will be limited to residential parkways (between the sidewalk and curb) and median islands.

Tree Removal Specifications

Prior to the commencement of any work, the Contractor's certified Arborist shall perform a walk through, on-site inspection with the Coordinator to determine a priority removal list to ensure that the contract amount will not be exceeded. Trees scheduled for removal will be marked with a white or orange "X". The Contractor shall have all removal locations surveyed for underground utilities (JULIE) prior to stump grinding. The Contractor shall request utility depths for all utilities located directly under tree stumps.

During the Contract, additional removals may be required due to weather and other emergent conditions. These removals will be paid for in accordance with the special provision for ON REQUEST REMOVAL AND TRIMMING SERVICES.

Stump Removal Specifications

The Contractor shall have all removal locations surveyed for underground utilities (JULIE) prior to stump grinding. The Contractor shall request utility depths for all utilities located directly under tree stumps. The Contractor shall remove and grind down all tree stumps, roots, obstructions, and debris to a point eight inches (8") below the adjacent ground level. Additionally, all surface and adjacent subsurface roots shall be removed as necessary to eliminate "humps" or mounds in the parkway area adjacent to the stump. No damage to the adjacent turfgrass will be allowed within six inches (6") of any removed surface root. All ruts and damage to the adjacent turfgrass will be repaired and restored at the Contractor's expense. The void created during the grinding process will be backfilled the same day with loose topsoil in lifts or horizontal layers not exceeding and compacted to the density of the adjacent ground. No wood chips or debris from the stump removal will be permitted to be placed with the backfill material. The area around the stump removal and imported backfill material will be graded to match the existing adjacent ground and will be seeded with IDOT Class 1 Lawn Mixture. Sidewalk, curb, gutters, and pavement areas adjacent to the removed stump will be left broom clean. The costs of all removal, backfilling, restoration, and seeding will not be paid for separately but shall be included in the unit price for tree and/or stump removal of the specified size.

Basis of Payment

This work shall be paid for at the contract unit price per each for PARKWAY TREE REMOVAL AND STUMP GRINDING of the specified size and at the contract unit price per inch (in Diameter at Breast Height "DBH") for PARKWAY STUMP GRINDING (ONLY).

Disposal of Materials

All waste materials generated by tree removal and stump grinding shall be collected and hauled to an offsite location and permanently disposed of at the end of each day. The offsite disposal location shall be in compliance with the requirements of the Illinois Department of Agriculture as well as all State and Federal requirements associated with the Emerald Ash Borer removal. The Contractor shall provide documentation of the location of disposal and quantities/volumes disposed of at the completion of this item of work.

TREE TRIMMING AND PRUNING

The scope of this work shall include the trimming and pruning of parkway trees for all residential properties within the Mill Creek SSA between November 1st and December 31st of each year.

Performance of Work

Tree trimming and pruning shall include the trimming of parkway trees to elevate the canopy of trees to a height of 14 feet over the street and 8 feet for the remainder of the canopy. Pruning shall consist of the removal of the described branches on the main trunks and limbs inside the leaf area and any that extend beyond this area. Pruning of all trees will be accomplished using Class II Prune method as described by the National Arborist Association. The Contractor shall provide sufficient labor, materials, and equipment for the completion of this work. A three-person crew shall be provided for 8 hours for each day that the Contractor is working on site. The crew shall consist of two (2) pruning arborists (including 1 Arborist certified by the International Society of Arboriculture), and a ground person. The Contractor shall be accredited by the Tree Care Industry Association. Work locations will be determined by the Coordinator and will be reviewed with the Contractor prior to the commencement of work. A log of work completed each day will be provided to the Coordinator at the end of each work day.

During the Contract, additional trimming may be required due to weather and other emergent conditions. This trimming work will be paid for in accordance with the special provision for ON REQUEST REMOVAL AND TRIMMING SERVICES.

Tree Trimming and Pruning Schedule

All work will be completed between November 1st and December 31st of each year. Between twelve (12) and fifteen (15) workdays are anticipated each year.

Disposal of Materials

All waste materials generated by tree trimming and pruning shall be collected and hauled to an offsite location and permanently disposed of at the end of each day. The offsite disposal location shall be in compliance with the requirements of the Illinois Department of Agriculture as well as all State and Federal requirements associated with the Emerald Ash Borer removal. The Contractor shall provide documentation of the location of disposal and quantities/volumes disposed of at the completion of this item of work.

Basis of Payment

This work shall be paid for at the contract unit price per hour for TREE TRIMMING AND PRUNING which price shall include the hourly labor rate for an eight (8) hour day for a three-person crew as defined in the special provision for this item and all necessary equipment to trim, prune, reach, and collect the limbs. Additionally, hourly rates for each member of the crew shall be provided with the unit pricing for this item.

TREE PLANTING

The scope of this work shall include the delivery and planting of balled, and burlapped parkway trees within the Mill Creek SSA between April 1st and June 1st of each year.

Performance of Work

Tree planting shall include furnishing and planting of tree specimens based upon a schedule provided by the Mill Creek SSA Coordinator. Planting locations shall be identified by the Mill Creek SSA Coordinator. The Contractor shall perform all necessary excavation, restoration, watering, and disposal of waste materials for tree planting at the specified locations. The Contractor shall provide sufficient labor, materials, and equipment for the completion of this work. Work locations will be limited to residential parkways (between the sidewalk and curb) and median islands. All trees shall be subject to inspection and selection by the Mill Creek SSA Coordinator before final acceptance. The Contractor shall provide water by any given method to ensure survival of the tree through the first year after planting. In the event that the tree does not survive

or would be considered partially dead, diseased, or damaged, the tree shall be removed and replaced at the Contractor's expense.

Tree Planting Specifications

The Contractor shall have all planting locations surveyed for underground utilities (JULIE) prior to installation. Planting locations will be provided by the Mill Creek SSA Coordinator prior to the start of work.

Tree Material Specifications

All tree specimens shall be 3" diameter and shall be measured in accordance with American Standards for Nursery Stock ANSI Z60.1-2004. Trees shall have comparatively straight trunks and well-developed leaders. The tops and roots shall be characteristic of the species and both showing evidence of proper nursery pruning. Trees shall be free of bark injuries on their trunks and limbs both before and after planting. They shall have a straight, single leader trunk and shall have their minimum required trunk diameter measured at 3 inches above the natural ground line.

Tree Species

Trees planted shall be a combination of the following species:

- Crabapple
- Flowering Dogwood
- Ohio Buckeye
- Washington Hawthorn
- Eastern Red Cedar
- Ironwood
- Ivory Silk Japanese Lilac
- Black Maple
- Red Maple
- Northern Catalpa
- Hackberry
- Kentucky Coffee Tree
- Tulip-Tree
- White Oak
- Burr Oak
- Pin Oak
- Red Oak
- Bald Cypress
- American Linden

The Contractor shall provide the Coordinator with a listing of the proposed quantity and combination of species to be planted for approval prior to furnishing tree specimens.

Period of Establishment

Prior to being accepted, the plants shall endure a period of establishment. This period shall begin on June 1 during the year of planting and end on April 30 of the following year. To be acceptable, plants shall be in a live healthy condition, representative of their species, at the time of inspection on June 1 of the year of inspection. Plants that do not meet the standard for inspection shall be replaced one time only by June 1 of the year of inspection. Plant material which dies within 15 days after being planted shall be replaced at that time and shall be considered as part of the original planting and be subject to the requirements of the period of establishment.

Basis of Payment

This work shall be paid for at the contract unit price per each for TREE PLANTING.

ON REQUEST REMOVAL AND TRIMMING SERVICES

This work shall consist of the performance of additional non-scheduled removal and trimming services in response to emergencies or unscheduled services. The removal and trimming work shall be performed in accordance with the special provisions for PARKWAY TREE AND STUMP REMOVAL and TREE TRIMMING AND PRUNING.

In the case that a request for additional services is submitted, the Contractor shall respond to the Coordinator within 2 hours of a request for additional services in order to coordinate the schedule for the completion of additional services. In the case of an emergency, the Coordinator shall confirm that the request is an emergency request and the Contractor shall mobilize a crew which has the capacity to complete the required work within 4 hours of the request. Failure to provide a crew shall result in the assessment of liquidated damages in accordance with the special provision for COORDINATION OF SERVICES.

All work completed as a request for additional services shall be paid for on an hourly basis for all personnel and equipment utilized for the completion of the requested services. The minimum callout duration will be four (4) hours. The Contractor will provide with it's bid hourly pricing for both (normal-hours/non-emergency hours) and (after-hours/emergency hours) for the following personnel and equipment:

- Foreman
- Climber
- Groundman
- Bucket Truck
- Chipper and Truck
- Pick-Up Truck

HOURS OF WORK

All non-emergency work shall be completed on this contract between the hours of 7:30 AM and 4:30 PM, Monday through Friday.

TRAFFIC CONTROL AND PROTECTION

The Traffic Control Plan shall be in accordance with the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details, and Highway Standards contained in the plans, and the Special Provisions contained herein.

The Contractor shall permitted to proceed with the placement of traffic control devices upon notification to the Mill Creek SSA Coordinator. At all times a minimum of one (1) lane of traffic will remain open. In the case that a lane closure is necessary the Contractor will provide flaggers in accordance with the applicable Highway Standards.

The Contractor shall furnish all necessary labor, materials, and equipment for the provision of traffic control and protection for the completion of all work associated with this contract. This work shall not be paid for separately but shall be considered as incidental to the contract.

FIRE HYDRANTS

The on-site use of fire hydrants for watering or filling equipment is not permissible without coordinating the use of hydrants with the local water provider including all metering and backflow

devices. The Contractor shall be responsible for all fees and deposits required for water usage and equipment necessary to utilize hydrants.

UTILITY STRUCTURES ENCOUNTERED

The Contractor shall be entirely responsible and liable for all damages to any utility, structure, or area, including but not limited to natural gas, electricity, telephone, cable, water, sanitary and storm lines, existing structures, drains, sidewalks, curbs, fences, trees, culverts, and other structures of any kind, on public and private property, which was damaged as a result of work performed by the Contractor. It is the sole responsibility of the Contractor to contact J.U.L.I.E. to identify any and all buried utilities for the purpose of completing activities including, but not limited to tree planting, leaf and brush pickup, pruning, removing, stump grinding, parkway restoration and root pruning. It is the sole responsibility of the contractor to notify the Mill Creek SSA Coordinator and the affected parties immediately of any damages resulting from any work completed under this contract and to coordinate any and all repairs to the satisfaction of the affected party.

RESTORATION OF PROPERTY AND RIGHT OF WAY

All private property and/or items within the public right of way which are damaged by the Contractor during the course of operations shall be repaired or replaced at the Contractor's expense and restored to the original condition. This work shall not be paid for separately but shall be considered as incidental to the contract.

COORDINATION OF SERVICES

It is imperative that the Contractor have open lines of communication with the Mill Creek Coordinator throughout the Contract. A minimum of 1 week is needed prior to the start of any scheduled activity so that residents can be made aware of the upcoming events.

It is required that the Contractor return phone calls to the Coordinator within 2 hours of a request for additional services. A 24-hour primary and secondary contact shall be provided. In the case of an emergency request the Contractor shall mobilize a crew which has the capacity to complete the required work within 4 hours of the request in accordance with the special provision for ON REQUEST REMOVAL ANDS TRIMMING SERVICES.

In the event that minimum coordination activities are not met, the Coordinator will be assessed \$500 in liquidated damages that will be reflected on the next request for payment for each request which is not responded to.

AWARD:

It is the intention of Kane County to make a single award to the lowest responsive and responsible bidder meeting specifications. Kane County reserves the right to award the bid alternate at its sole discretion.

BID BOND:

All bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than Five Thousand Dollars (\$5,000.00), or 5% of the total base bid.

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to the **KANE COUNTY**.

The amount of the check, draft or bond is _____ (\$ 5,400).

Attach Bank Draft, Bank Cashier's Check, Certified Check or Bid Bond Here.

In the event that one check, draft or bond is intended to cover two or more bids, the amount must be equal to the sum of the bid guarantees of the individual sections covered.

SURETY:

I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

**KANE COUNTY
OFFER TO CONTRACT FORM
BID 24-025-TK
MILL CREEK SSA 2024-2028 LANDSCAPE
MAINTENANCE SERVICES PROGRAM**

Bid Due Date & Time: February 23 , 2024 at 3:30 PM., CST

To: County of Kane Purchasing Department
Kane County Government Center
Bldg. A, Room 211, 212 or 214
719 S. Batavia Ave.
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: Langston Group

I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.

A. *The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.*

1. *the Vendor has examined the Contractor Disclosure (Section 29) of the Instruction to Bidders, and has included or provided a certified document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.*

B. For purposes of this offer, the terms Offeror, Bidder, Contractor, and Vendor are used interchangeably.

II. In submitting this Offer, the Vendor acknowledges:

A. All bid documents have been examined: Instructions to Bidder, Statement of Work, including the Specifications and the following addenda:

No. 1, No. _____, No. _____, (Contractor to acknowledge addenda here.)

B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations, as Vendor deems necessary.

C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.

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 - B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations, as Vendor deems necessary.
 - C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.

III. SCHEDULE OF PRICES (BASE BID):

Year 1

ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	PKWY TREE REM & STMP GD <8" (DBH)	EACH	60	225 225	13,500
2	PKWY TREE REM & STMP GD 8"-13" (DBH)	EACH	15	275	4,125
3	PKWY TREE REM & STMP GD 13"-18" (DBH)	EACH	15	325	4,875
4	PKWY TREE REM & STMP GD 18"-24" (DBH)	EACH	15	375	5,625
5	PKWY TREE REM & STMP GD >24" (DBH)	EACH	15	600	9,000
6	PKWY STMP GD (ONLY) (per inch DBH)	INCH	250	15.00	3,750
7	TREE TRIMMING & PRUNING	HOURL	120	92	11,040
8	TREE PLANTING	EACH	120	450	54,000

Year 1 Total: 105,915

Year 2

ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	PKWY TREE REM & STMP GD <8" (DBH)	EACH	60	236	14,160
2	PKWY TREE REM & STMP GD 8"-13" (DBH)	EACH	15	288	4,320
3	PKWY TREE REM & STMP GD 13"-18" (DBH)	EACH	15	341	5,115
4	PKWY TREE REM & STMP GD 18"-24" (DBH)	EACH	15	393	5,895
5	PKWY TREE REM & STMP GD >24" (DBH)	EACH	15	630	9,450
6	PKWY STMP GD (ONLY) (per inch DBH)	INCH	250	16	4,000
7	TREE TRIMMING & PRUNING	HOURL	120	96	11,520
8	TREE PLANTING	EACH	120	472	56,640

Year 2 Total: 111,100

Year 3

ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	PKWY TREE REM & STMP GD <8" (DBH)	EACH	60	247	14,820
2	PKWY TREE REM & STMP GD 8"-13" (DBH)	EACH	15	302	4,530
3	PKWY TREE REM & STMP GD 13"-18" (DBH)	EACH	15	358	5,370
4	PKWY TREE REM & STMP GD 18"-24" (DBH)	EACH	15	412	6,180
5	PKWY TREE REM & STMP GD >24" (DBH)	EACH	15	717	10,755
6	PKWY STMP GD (ONLY) (per inch DBH)	INCH	250	17	4,250
7	TREE TRIMMING & PRUNING	HOURL	120	100	12,000
8	TREE PLANTING	EACH	120	495	59,400

Year 3 Total: 117,305

Year 4

ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	PKWY TREE REM & STMP GD <8" (DBH)	EACH	60	259	15,540
2	PKWY TREE REM & STMP GD 8"-13" (DBH)	EACH	15	317	4,755
3	PKWY TREE REM & STMP GD 13"-18" (DBH)	EACH	15	375	5,625
4	PKWY TREE REM & STMP GD 18"-24" (DBH)	EACH	15	432	6,465
5	PKWY TREE REM & STMP GD >24" (DBH)	EACH	15	752	11,280
6	PKWY STMP GD (ONLY) (per inch DBH)	INCH	250	18	4,500
7	TREE TRIMMING & PRUNING	HOUR	120	105	12,600
8	TREE PLANTING	EACH	120	519	62,280

Year 4 Total: 123,045

Year 5

ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	PKWY TREE REM & STMP GD <8" (DBH)	EACH	60	271	16,260
2	PKWY TREE REM & STMP GD 8"-13" (DBH)	EACH	15	332	4,980
3	PKWY TREE REM & STMP GD 13"-18" (DBH)	EACH	15	393	5,895
4	PKWY TREE REM & STMP GD 18"-24" (DBH)	EACH	15	453	6,795
5	PKWY TREE REM & STMP GD >24" (DBH)	EACH	15	789	11,835
6	PKWY STMP GD (ONLY) (per inch DBH)	INCH	250	19	4,750
7	TREE TRIMMING & PRUNING	HOUR	120	110	13,200
8	TREE PLANTING	EACH	120	545	65,400

Year 5 Total: 129,115

ON REQUEST REMOVAL AND TRIMMING SERVICES (HOURLY RATES):

Year 1

PERSONNEL/EQUIPMENT	NORMAL/NON EMERG RATE (PER HOUR)	AFTER-HOURS/EMERG RATE (PER HOUR)
FOREMAN	92	138
CLIMBER	92	138
GROUNDMAN	92	138
BUCKET TRUCK	400	600
CHIPPER AND TRUCK	250	375
PICKUP TRUCK	140	210

Year 2

PERSONNEL/EQUIPMENT	NORMAL/NON EMERG RATE (PER HOUR)	AFTER-HOURS/EMERG RATE (PER HOUR)
FOREMAN	96	144
CLIMBER	96	144
GROUNDMAN	96	144
BUCKET TRUCK	420	630
CHIPPER AND TRUCK	262	396
PICKUP TRUCK	147	220

Year 3

PERSONNEL/EQUIPMENT	NORMAL/NON EMERG RATE (PER HOUR)	AFTER-HOURS/EMERG RATE (PER HOUR)
FOREMAN	100	150
CLIMBER	100	150
GROUNDMAN	100	150
BUCKET TRUCK	441	661
CHIPPER AND TRUCK	275	412
PICKUP TRUCK	154	231

Year 4

PERSONNEL/EQUIPMENT	NORMAL/NON EMERG RATE (PER HOUR)	AFTER-HOURS/EMERG RATE (PER HOUR)
FOREMAN	105	157
CLIMBER	105	157
GROUNDMAN	105	157
BUCKET TRUCK	463	694
CHIPPER AND TRUCK	288	432
PICKUP TRUCK	161	241

Year 5

PERSONNEL/EQUIPMENT	NORMAL/NON EMERG RATE (PER HOUR)	AFTER-HOURS/EMERG RATE (PER HOUR)
FOREMAN	110	165
CLIMBER	110	165
GROUNDMAN	110	165
BUCKET TRUCK	486	729
CHIPPER AND TRUCK	302	453
PICKUP TRUCK	161	241

SCHEDULE OF PRICES (OPTIONAL BID):

Year 1

ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	LEAF COLLECTION	EACH	4	45,000	180,000

Year 1 Total: 180,000

Year 2

ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	LEAF COLLECTION	EACH	4	47,250	189,000

Year 2 Total: 189,000

Year 3

ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	LEAF COLLECTION	EACH	4	49,610	198,440

Year 3 Total: 198,440

Year 4

ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	LEAF COLLECTION	EACH	4	52,090	208,360


Year 4 Total: 208,360

Year 5

ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	LEAF COLLECTION	EACH	4	54,900	219,600

Year 5 Total: 219,600

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE MUST SIGN THIS SECTION.**

Signature  Typed Signature Kyle Cook
Company Langton Group
Address/City/State 4510 Dean St. Woodstock, IL 60098
Phone # 815-338-2630 Fax # 815-338-2634 E-mail Kyle.Langtongroup@gmail.com
Federal I.D./Social Security # 20-3713220 Date 2-21-24

ACCEPTANCE

The Offer is hereby accepted for the described **Mill Creek SSA 2024-2028 Landscape Maintenance Services Program**.

The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number 24-025-TK. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

Corinne Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Date

VENDOR CERTIFICATION

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

- | | |
|---|--|
| <input type="checkbox"/> Minority-owned Business (MBE) | <input type="checkbox"/> Veteran-owned Business Enterprise (VBE) |
| <input type="checkbox"/> Woman-owned Business (WBE) | <input type="checkbox"/> Service-Disabled Veteran-owned Business Enterprise (SDVBE) |
| <input type="checkbox"/> Business Enterprise Program (BEP) | <input type="checkbox"/> Veteran-owned Small Business (VOSB) |
| <input type="checkbox"/> Small Disadvantaged Business (SDB) | <input type="checkbox"/> Persons with Disabilities-owned Business Enterprises (PDBE) |
| <input type="checkbox"/> Kane County Local Business | <input checked="" type="checkbox"/> N/A – These categories do not apply to my business |

Please Note: It is required that you check at least one box.

Intergovernmental Pricing:

This OPTIONAL PARTICIPATION PROGRAM would be for the use of ANY TAXING BODY in Kane County who should choose to be a part of this program wherever their location, (within Kane County). All pricing, catalog, and product discounts will be extended to other Government entities that wish to participate.

Will you offer the same pricing to other Kane County municipalities that are not listed as participants within this bid document?

YES NO (Circle One)

NOTE: The County of Kane will not be involved in the purchasing products/services specified within this bid document by any other intergovernmental unit (taxing body) that participates. The execution of a purchase contract, invoicing and payments would be entirely between the other intergovernmental units and the accepted Vendor. If the County of Kane accepts this bid, the procedure to handle joint purchases would be developed by the County of Kane and the awarded Vendor and then distributed to the other intergovernmental units by the Kane County Purchasing Department.

Name Kyle Cook Signature [Signature]
Company Langton Group
Address 4510 Dean St. Woodstock, IL 60078
Phone# 815-338-2630 Fax # 815-338-2634
Federal I.D./Social Security# 20-3713220 Date 2-21-24

JOINT PURCHASING AGREEMENT

Illinois revised statues, 1989, CH. 85, PAR. 1601 ET SEQ. (The joint purchases by governmental units act), authorizes certain local government units and non-for-profit workshops for the severely handicapped (as defined in Illinois Revised Statues, 1989, CH. 127, PAR. 132.7-01, meeting the requirements of CH. 85, PAR. 1602.2) to purchase personal property and supplies jointly. (30 ILCS 525/0.01) (from CH. 85, PAR. 1600) The Governmental Joint Purchasing Act. (Source: P.A. 86-1324.) (30 ILCS 525/1) (from CH. 85, PAR. 1601) Sec. 1. For the purposes of this Act, "government unit" means State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. (Source: P.A. 86-769).

(30 ILCS 525/2) (from CH.85, PAR. 1602(Sec. 2. (a) Any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be competitive bids a provided in Section 4 of this Act. (Source: P.A. 87-960). Any authorized local unit of government or qualified workshop that may participate in this contract shall be responsible for issuing purchase orders direct to vendor, processing invoice vouchers and making payments due the vendor. Cash on delivery terms without the consent of the local governmental unit is prohibited. By submitting a bid, the awarded vendor agrees to extend all terms and conditions, specified and the quoted prices or discounts for the item(s) listed in this contract to all authorized local governmental units and qualified workshops.

REFERENCES

**Mill Creek SSA 2024-2028 Landscape Maintenance Services Program
For
KANE COUNTY BOARD, Geneva, Illinois**

List below businesses or other organizations for which you have provided comparable services within the last three years:

Offeror's Name: Kyle Cook

1. Organization: Elk Grove Public Works
Address: 450 E Devon Ave
City, State, Zip Code: Elk Grove, IL 60007
Telephone Number: 224-277-0332
Contact Person: Bill Bolich
Description of Project: Tree Install Date of Project Fall 2023
E-mail Address: bbolich@elkgrove.org
2. Organization: City of Darien
Address: 1702 Plainfield Rd.
City, State, Zip Code: Darien, IL 60561
Telephone Number: 630-252-8105
Contact Person: John Carr
Description of Project: Tree Install Date of Project Full 2023
E-Mail Address: john.carr@darienil.gov
3. Organization: School District 26
Address: 2109 Crystal Lake Rd.
City, State, Zip Code: Cary, IL 60013
Telephone Number: 847-639-7788
Contact Person: Steve Fields
Description of Project: Landscaping Date of Project 04-17 / Present
E-Mail Address: steve.fields@cary26.org
4. Organization: Evanson High School
Address: 1600 Dodge Ave
City, State, Zip Code: Evanson, IL 60201
Telephone Number: 847-424-7000
Contact Person: John Crawford
Description of Project: Landscaping Date of Project 4-23 / Present
E-Mail Address: Crawfordj@eths202.org

RESPONSIBLE BIDDER REQUIREMENTS FORM

To be completed by Contractor/Subcontractor

Project Description: Landscape Maintenance Services **Contract Number:** 25-025-TK
Business Name: Langston Group
Business Address: 4510 Dean St. Woodstock, IL 60098
Contact Person: Kyle Cook
Phone: 815-338-2630 **E-mail:** Kyle.Langstongroup@gmail.com

Contractor and all subcontractors shall complete this Responsible Bidder Requirements Form ("Form") and submit supporting documentation as required pursuant to Kane County Ordinance No. 23-340. Contractor must submit this Form and all related evidence with its bid. Contractor shall be responsible for providing this Form to all subcontractors who will perform work on the project. All subcontractors' Forms and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements set forth in Kane County Ordinance No. 23-340 is grounds for the County of Kane to determine that a submission is incomplete, which may result in a determination that Contractor is not a responsible bidder.

For the remainder of this Form, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Form and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned Kyle Cook, as Director of Sales and on behalf
(Name) (Title)
of Langston Group having been duly sworn under oath certifies that:
(Contractor)

Business Organization

The form of business organization of the Contractor is (check one):

- Sole Proprietor or Partnership LLC
 Corporation Independent Contractor (Individual)

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

Authorized to do business in the State of Illinois: Yes No

Describe supporting documentation attached: _____

Registered with Illinois Department of Revenue: Yes No

Describe supporting documentation attached (if "No," explain):

Registered with Illinois Department of Employment Security: Yes No

Describe supporting documentation attached (if "No," explain):

Tax liens or tax delinquencies

Any federal, state or local tax liens or tax delinquencies against the Contractor or any officers of the Contractor in the last five (5) years: Yes No

"No" means "not applicable." If "yes," describe lien/delinquencies and resolution: _____

Workers' Compensation

Contractor's employees who will perform work on the project are:

Covered under a current workers' compensation policy: Yes No

Properly classified under such policy: Yes No

Describe supporting documentation attached: _____

Substance Abuse

Contractor complies with the Substance Abuse Prevention on Public Works Projects Act by:

Attaching a written substance abuse program in effect for its employees that meets or exceeds the requirements of the Act; or: Yes No

Attaching applicable provision from a collective bargaining agreement in effect for its employees that deals with the subject matter of the Act. Yes No

Employee Classification

Contractor’s employees that will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances: N/A Yes No

Professional or Trade Licenses

Contractor will possess all applicable professional and trade licenses required for performing the Contract work: Yes No

Describe supporting documentation of such licenses:

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

Registered Apprenticeship Programs

Contractor participates in apprenticeship training programs approved by and registered with the United States Department of Labor applicable to each trade it will perform on the project: Yes No

Each program meets the requirement that a program has graduated at least five (5) apprentices in each of the past five (5) years: Yes No

Please attach documentation that evidences (i) Contractor’s participation in applicable registered programs and (ii) that each program meets the graduation requirement.

Safety & Health Activities

Contractor confirms that is has OSHA cards on file showing 10-hour or greater safety programs completed for all employees performing construction on project and who face hazards on the job: Yes No

Subcontractors

Contractor has disclosed the name and address of each subcontractor for whom the contractor has accepted a bid and/or intends to hire on any part of the project (Form A): Yes No

Contractor provided a Form to all of the above-referenced subcontractors: Yes No

Documentation Attached (Contractor must initial next to each item):

- Table A:** Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.
NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.

- Table B:** Additional Information Required
 - Certificate of Good Standing**
(or other evidence of compliance with laws pre-requisite to doing business in the state)
 - Illinois Department of Revenue registration**
 - Illinois Department of Employment Security registration**
 - Evidence of participation in applicable registered apprenticeship programs**
 - Evidence that each apprenticeship program meets RBO graduation requirement**
 - Substance Abuse Prevention program (or applicable provision from CBA in effect)**
 - Written Safety Policy Statement signed by company representative**
 - OSHA cards evidencing 10-hour or greater safety program, if requested**
 - Workers' Compensation Coverage**
 - Professional or Trade Licenses**
 - Inventory of Equipment Listing**

Table A

Subcontractors who will Perform Work on the Project

Name	Address	Work to be Performed
N/A		

Table B **Additional Information Required**

If required in the bid specifications, Contractor shall complete items I and/or II below:

I. Statement of past three (3) years' experience on public construction projects.

Public Body/ Project Name/Year	Reference Name/ Phone #	Original Price/ Final price	Subcontractors
Elk Grove Public Works Trees	Bill Bolich 224-277-0332	\$90,000	N/A
City of Darien Trees	John Carr 630-252-8105	\$30,000	N/A
Village of Winnetka Trees	Andrew Lueck 847-716-3284	\$50,000	N/A

II. List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty
N/A			

CONTRACTOR VERIFICATION

I certify that I am authorized to execute this Contractor Verification on behalf of the Contractor set forth on page one (1), that I have personal knowledge of all the information set forth herein, and that all statements, representations, information and documents provided in or with this Form and attachments hereto are true and accurate and are submitted in compliance with the requirements of Kane County Ordinance No. 23-340. Failure to comply with all submission requirements set forth in Kane County Ordinance No. 23-340 is grounds for the County of Kane to determine that a submission is incomplete, which may result in a determination that Contractor is not a responsible bidder.

The Contractor shall report any change in any of the facts stated in this Form within fourteen (14) days of the effective date of such change by completing and submitting a new Form. Failure to comply with this requirement is grounds for the Contractor to be deemed a non-responsible bidder.

[Handwritten Signature]
Signature of Authorized Officer

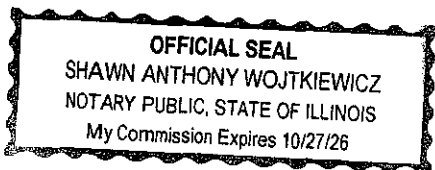
Kyle Cook
Name of Authorized Officer (Print or Type)

Director of Sales
Title

815-338-2630
Telephone Number

Subscribed and sworn to
before me this 21st day of
February, 2024

[Handwritten Signature]
Notary Public Signature & Seal



SUBCONTRACTOR VERIFICATION

I certify that I am authorized to execute this Subcontractor Verification on behalf of the Subcontractor set forth on page one (1), that I have personal knowledge of all the information set forth herein and that all statements, representations, information and documents provided in or with this Form and attachments hereto are true and accurate and are submitted in compliance with the requirements of Kane County Ordinance No. 23-340.

The Subcontractor shall report any change in any of the facts stated in this Form within fourteen (14) days of the effective date of such change by completing and submitting a new Affidavit. Failure to comply with this requirement is grounds for the project owner to withhold payment due for work performed.

gln
Signature of Authorized Officer

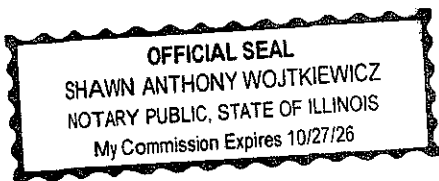
Lyle Cook
Name of Authorized Officer (Print or Type)

Director of Sales
Title

815-338-2630
Telephone Number

Subscribed and sworn to
before me this 21st day of
February, 2024.

Shawn Anthony Wojtkiewicz
Notary Public Signature & Seal





CONTRACTOR DISCLOSURE

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12 month period.

Below is a list of shareholders or owners, with at least 5% holdings in ABC Company:

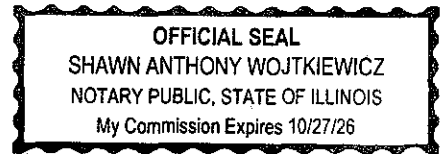
Mr. John Smith 50%
456 Second Street
Geneva, IL 60134

Ms. Sue Jones 50%
456 Second Street
Geneva, IL 60134

Kyle Cook 2-21-24
Officer _____ Date _____
Title Director of Sales

Subscribed and Sworn this 21st day of February, 2024

Shawn Anthony Wojtkiewicz
Notary Public _____





FAMILIAL RELATIONSHIP DISCLOSURE

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12 month period. "Familial Relationship" is defined in Public Act 101-0544.

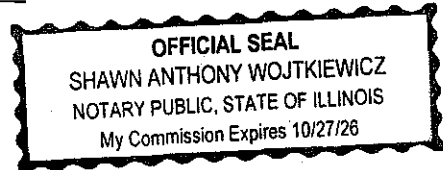
The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Kyle Cook
Officer
Title Director of Sales

2-21-24
Date

Subscribed and Sworn this 21st day of February, 2024

Shawn Anthony Wojtkiewicz
Notary Public



SUBMITTAL INSTRUCTIONS

Offer to Contract Form

Vendors are required to use the Offer to Contract Form and provide a 5% bid bond to submit a response. This form must be signed and the bond must be included along with required references.

An original bid response, marked as "original", one paper copy and one (1) electronic copy on a CD or Flash Drive in PDF format shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled "24-025-TK, MILL CREEK SSA 2024-2028 LANDSCAPE MAINTENANCE SERVICES PROGRAM". Your bid response may be mailed or hand delivered prior to the deadline of **February 23, 2024 at 3:30 PM., CST** to:

County of Kane
Purchasing Department
719 South Batavia Avenue, Bldg. A
Rooms 211, 212 or 214
Geneva, IL 60134
8:30 a.m.-4:30 p.m. CST, Monday-Friday

BIDS MAY ALSO BE SUBMITTED ELECTRONICALLY AT

[HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY](https://www.bidnetdirect.com/illinois/kanecounty)

SEALED BID	
BID #: 24-025-TK	
OPENING DATE: February 23, 2024	
OPENING TIME: 3:30 PM., CST	
DESCRIPTION: MILL CREEK SSA 2024-2028	
LANDSCAPE MAINTENANCE SERVICES PROGRAM	
DATED MATERIAL DELIVER IMMEDIATELY	
VENDOR CONTACT:	<u>Kyle Cook</u>
COMPANY NAME:	<u>Langton Group</u>
STREET ADDRESS:	<u>4510 Dean St.</u>
CITY, STATE, ZIP:	<u>Woodstock, IL 60088</u>

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR BID TO HELP ENSURE PROPER DELIVERY!

LATE BIDS CANNOT BE ACCEPTED!

NO-BID/RFP/RFQ RESPONSE

RFP 24-025-TK

Mill Creek SSA 2024-2028 Landscape Maintenance Services Program

In the event that your organization chooses not to submit a response to this solicitation the Kane County Purchasing Department is interested in the reasons why vendors/consultants have chosen not to submit a bid or proposal response in order to better serve the taxpayers of Kane County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- Could not meet the specifications.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements too restricting.
- Bond requirements too restricting.
- Scope of services not clearly understood or applicable (too vague, too rigid, etc.).
- Project not suited to our organization.
- Quantities too small.
- Insufficient time allowed for preparation of bid/proposal response.
- Other (please specify):

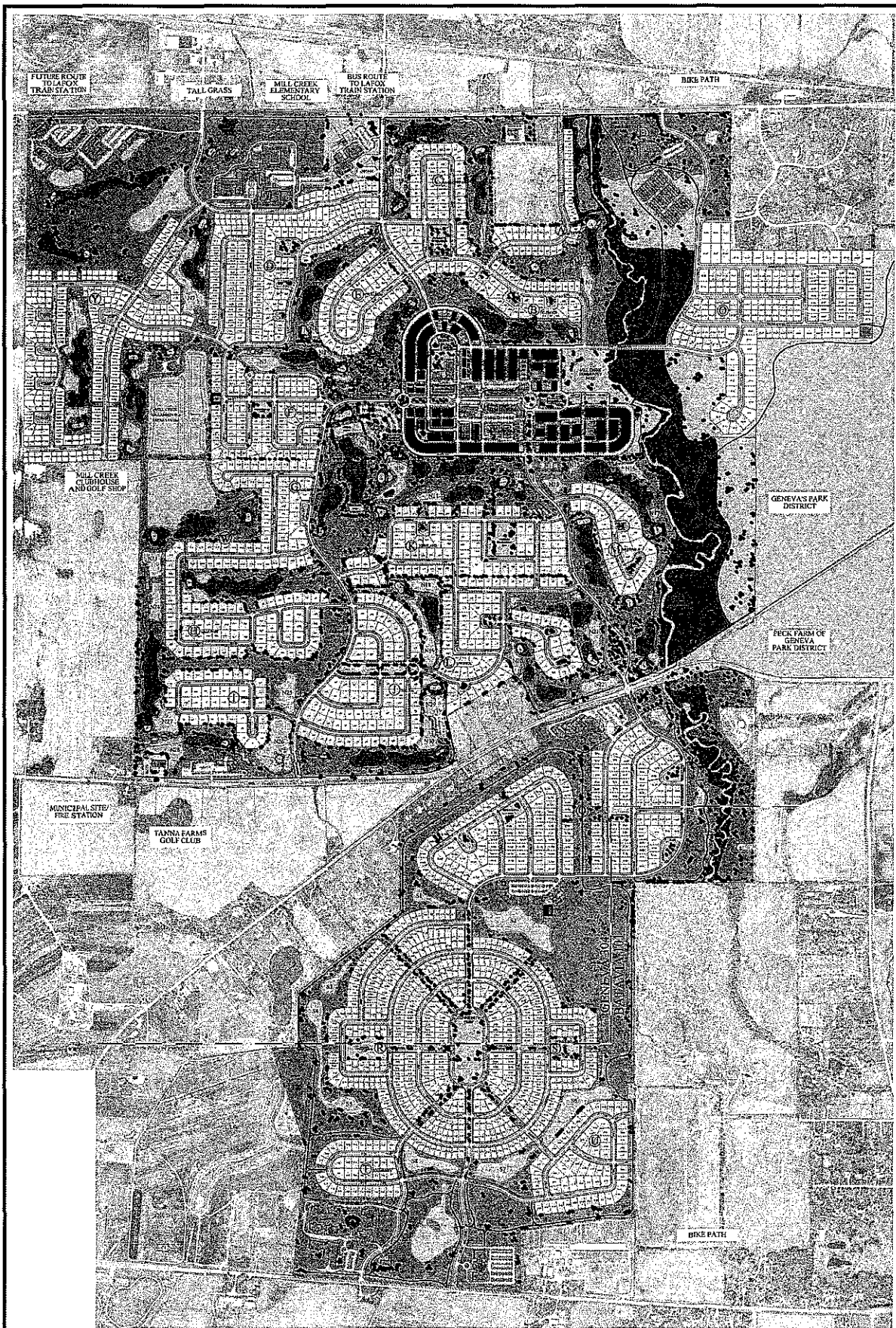
Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to: purchasing@co.kane.il.us



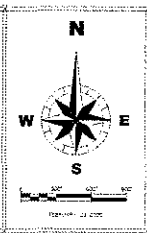
Slaughter & Roland, Inc.
 10000 15th Ave S
 Suite 100
 Minneapolis, MN 55425
 612-835-1100
 Fax: 612-835-1101
 www.slaughter-roland.com

Case Golf Co.
 10000 15th Ave S
 Suite 100
 Minneapolis, MN 55425
 612-835-1100
 Fax: 612-835-1101
 www.casegolf.com

Design Workshop
 10000 15th Ave S
 Suite 100
 Minneapolis, MN 55425
 612-835-1100
 Fax: 612-835-1101
 www.designworkshop.com

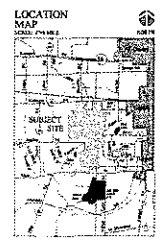
Sho-Dex, Inc.
 10000 15th Ave S
 Suite 100
 Minneapolis, MN 55425
 612-835-1100
 Fax: 612-835-1101
 www.sho-dex.com

- LEGEND**
- AVAILABLE HOME SITES
 - SOLD HOME SITES
 - AVAILABLE VILLAGE HOME SITES
 - SOLD VILLAGE HOME SITES
 - AVAILABLE TOWNHOME SITES
 - SOLD TOWNHOME SITES
 - MOBILE HOMES



Mill Creek

RESIDENTS ARE ADVISED THAT THE MILL CREEK DEVELOPMENT IS SUBJECT TO THE CITY OF MINNEAPOLIS' ZONING ORDINANCES AND THE CITY OF MINNEAPOLIS' SUBDIVISION ACT. THE CITY OF MINNEAPOLIS' ZONING ORDINANCES AND THE CITY OF MINNEAPOLIS' SUBDIVISION ACT MAY BE SUBJECT TO CHANGE WITHOUT NOTICE. THE CITY OF MINNEAPOLIS' ZONING ORDINANCES AND THE CITY OF MINNEAPOLIS' SUBDIVISION ACT MAY BE SUBJECT TO CHANGE WITHOUT NOTICE. THE CITY OF MINNEAPOLIS' ZONING ORDINANCES AND THE CITY OF MINNEAPOLIS' SUBDIVISION ACT MAY BE SUBJECT TO CHANGE WITHOUT NOTICE.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/3/2015

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 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 XYZ Insurance Company	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED ABC Company	INSURER A :AM Best A Rated Carrier	
	INSURER B :AM Best A Rated Carrier	
	INSURER C :AM Best A Rated Carrier	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 1738544639 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	ABC123	12/1/2014	12/1/2015	EACH OCCURRENCE	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$1,000,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	ABC123	12/1/2014	12/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			ABC123	12/1/2014	12/1/2015	EACH OCCURRENCE	\$5,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						AGGREGATE	\$5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		Y	ABC123	12/1/2014	12/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
			N/A				E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

RE: Job No./Event/Project
PLEASE INCLUDE COPY OF ENDORSEMENTS

County of Kane is included as additional insured on a primary/non-contributory basis for Commercial General Liability as required by written contract (Per CG 2010 & CG2037 or equivalent).
Waiver of Subrogation on General Liability, Auto, & W.C in favor of the additional insureds as required by written contract.

CERTIFICATE HOLDER County of Kane 719 Batavia Ave., Bldg A Geneva IL 60134	CANCELLATION 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 <i>John A. [Signature]</i>

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A Statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location(s) of Covered Operations
<div data-bbox="269 642 1346 789" style="border: 1px solid black; width: 663px; height: 70px; margin: 0 auto;">SAMPLE</div>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who is an Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement	Effective Policy No.	Endorsement No.
Insured		Premium
Insurance Company	Countersigned by _____	

WC 00 03 13
(Ed. 4-84)

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Primary & Non-Contributory coverage is required in all of our Templates.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, LANGTON SNOW SOLUTIONS DBA LANGTON GROUP 4510 DEAN ST WOODSTOCK, IL 60098-7503 as Principal, hereinafter called the Principal, and Auto-Owners Insurance Company as Surety, hereinafter called the Surety, are held and firmly bound unto KANE COUNTY 719 S BATAVIA AVE, GENEVA IL 60134-3077 as Oblige, hereinafter called the Oblige, in the penal sum of Five percent of bid dollars (5% of attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Oblige on a contract for LANDSCAPE MAINTENANCE SERVICES PROGRAM MILL CREEK SSA

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond is required, with surety acceptable to the Oblige for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.


SIGNED AND SEALED this 21ST day of FEBRUARY, 2024.



Witness

LANGTON SNOW SOLUTIONS

Principal

By 

Niki Conway




Auto-Owners Insurance Company

Surety



Susan E. Theisen
Witness

By 

Niki Conway
Attorney-in-Fact



ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 21ST day of FEBRUARY, 2024, before me personally appeared Niki Conway, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Sandra M. Jones
Sandra M. Jones
Notary Public in the State of Michigan
County of Eaton

SANDRA M. JONES
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF EATON
My Commission Expires July 16, 2025
Acting in the county of Eaton

DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. **BD159198**

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Niki Conway

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of February, 2020.

Andrea Lindemeyer Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 1st day of February, 2020, before me personally came Andrea Lindemeyer, to me known, who being duly sworn, did depose and say that they are Andrea Lindemeyer, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires July 16th, 2025

Sandra M. Jones Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 21st day of February, 2024



William F. Woodbury, First Vice President, Secretary and General Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2024

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 AssuredPartners - Vernon Hills 977 Lakeview Parkway, Ste 105 Vernon Hills, IL 60061 Tasia Kerstein 847-367-2633	CONTACT NAME: Tasia Kerstein PHONE (A/C, No, Ext): 847-367-2633 FAX (A/C, No): 847-367-2636 E-MAIL ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Pekin Insurance Company</td> <td>24228</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Pekin Insurance Company	24228	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Langton Snow Solutions, Inc. 4510 Dean Street Woodstock, IL 60098														

COVERAGES CERTIFICATE NUMBER: 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.

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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ. <input type="checkbox"/> LOC OTHER:	X	X	006347706	09/15/2023	09/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		X	005887158	09/15/2023	09/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			005894515	09/15/2023	09/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		X	005882879	09/15/2023	09/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Add insds are added to the GL primary/noncontributory per CG2010 & CG2037 1001 w/respect to work prfmd by the named insd as required by signed written contract: County of Kane. Waiver of subrogation applies to GL, Auto & WC in favor of the add insds.

CERTIFICATE HOLDER County of Kane Building A 719 Batavia Avenue Geneva, IL 60134	COUNTYK	CANCELLATION 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
---	----------------	--

Passed by the Kane County Board on April 9, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

AUTHORIZING A CONTRACT WITH EVERLAST BLACKTOP, INC. FOR THE NORTH SIDEWALK IMPROVEMENT PROJECT FOR THE MILL CREEK SSA (BID#24-024-KK)

Committee Flow: Administration Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Roger Fahnestock, 630-232-3571

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$900,000
If not budgeted, explain funding source:	

Summary:

Authorizing a contract with Everlast Blacktop, Inc. for the North Sidewalk Improvement Project for the Mill Creek Special Service Area (SSA) as the SSA is required to maintain public sidewalks in the bid amount of Eight Hundred and Thirty-Eight Thousand, Seven Hundred and Seven Dollars and Seventy-Two Cents (\$838,707.72) and Sixty-One Thousand Two Hundred and Ninety-Two Dollars and Twenty-Eight Cents (\$61,292.28) in contingency funds making the total Nine Hundred Thousand Dollars (\$900,000).

**County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER**

719 S. Batavia Avenue, Bldg. A
Geneva, Illinois 60134

Telephone: (630) 208-3803
Fax: (630) 208-5107



February 26, 2024

PROCUREMENT SYNOPSIS

Requesting Department: Building Management Department
 Procurement Name: Bid 24-024-KK North Sidewalk Improvement Project for Mill Creek SSA
 Recommended Vendors: Everlast Blacktop, Inc.

NOTIFICATION AND RESPONSE

Public Notices: Bidnet Direct and The Daily Herald

Advertising Date:	February 7, 2024	Notices sent/Plan Holders: 112/13
Proposal Due Date:	February 20, 2024	Proposals Received: 2

PURPOSE

This contract will provide sidewalk improvements for the Mill Creek Special Services Area. The following bids were received:

Vendor	Total Bid
Everlast Blacktop, Inc. – Elgin, IL	\$838,707.72
Acura, Inc. – Bensenville, IL	\$1,043,718.00

Staff has reviewed all bids and determined that Everlast Blacktop, Inc. will provide these services at the highest quality and value.

The Building Management Department recommends awarding the North Sidewalk Improvement Project for Mill Creek Special Services Area contract to Everlast Blacktop, Inc. of Elgin, Illinois pending approval by Committee and County Board.

Submitted By:

Karin Kietzman

Karin Kietzman, CPPB
Assistant Director of Purchasing

**KANE COUNTY
OFFER TO CONTRACT FORM
BID 22-024-KK
NORTH MILL CREEK SIDEWALK IMPROVEMENTS**

Bid Due Date & Time: February 20 , 2024 at 2:00 p.m. CST

To: County of Kane Purchasing Department
Kane County Government Center
Bldg. A, Room 211, 212 or 214
719 S. Batavia Ave.
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: Everlast Blacktop Inc.

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
 - A. *The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.*
 1. *the Vendor has examined the Contractor Disclosure (Section 29) of the Instruction to Bidders, and has included or provided a certified document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.*
 - B. For purposes of this offer, the terms Offeror, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Statement of Work, including the Specifications and the following addenda:

No. 1, No. _____, No. _____, (Contractor to acknowledge addenda here.)
 - B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations, as Vendor deems necessary.
 - C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.

III. BASE BID:

ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
20100110	TREE REMOV 6-15	EACH	1	500.00	500.00
20101300	TREE PRUN 1-10	EACH	1	200.00	200.00
20101200	TREE ROOT PRUNING	EACH	20	200.00	4,000.00
20101700	SUPPLEMENTAL WATERING	UNIT	91	10.00	910.00
42400200	PC CONC SIDEWALK 4	SQ FT	20776	12.00	249,312.00
X4240020	PC CONC SIDEWALK 4 (SPL)	SQ FT	490	14.00	6,860.00
42400800	DETECTABLE WARNINGS	SQ FT	3036	60.00	182,160.00
44000500	COMB CURB GUTTER REM	FOOT	4205	7.00	29,435.00
X4400050	CC&G REM (SPL)	FOOT	20	12.00	240.00
44000600	SIDEWALK REMOVAL	SQ FT	22778	1.74	39,633.72
X4400060	SIDEWALK REMOVAL (SPL)	SQ FT	500	3.00	1,500.00
X4420201	PAVEMENT PATCHING (SPL)	SQ YD	934	88.00	84,172.00
XX006947	HMA DRIVE REM & REP	SQ YD	294	45.00	13,230.00
60266600	VALVE BOX ADJ	EACH	3	300.00	900.00
60255500	MAN ADJUST	EACH	6	360.00	2,160.00
60603800	COMB CC&G B6.12	FOOT	4205	39.00	163,995.00
67100100	MOBILIZATION	L SUM	1	65,000.00	65,000.00
X7240500	RELOCATE EXISTING SIGN	EACH	1	300.00	300.00
X8140115	HANDHOLE ADJUST	EACH	1	2,200.00	2,200.00
X7010216	TRAF CONT & PROT (SPL)	L SUM	1	17,000.00	17,000.00
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	5,000.00	5,000.00

BASE BID TOTAL: 838,707.72

COUNTY of KANE
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Karin Kietzman, CPPB
Director of Purchasing

719 S. Batavia Ave., Bldg. A, 2nd Floor
Geneva, Illinois 60134
Telephone: (630) 208-3803
Fax: (630) 208-5107



February 13, 2024

ADDENDUM 1

Invitation to Bid: #24-024-KK

Title: North Sidewalk Improvement Project for Mill Creek Special Service Area

The attention of all plan holders is called to the following clarifications/changes to the original bid solicitation:

Clarifications & Additional Information

- Q. Can I get a copy of any addenda that have been released to date?
A. *This is the first addenda posted.*
- Q. What is the estimated construction budget?
A. *A construction budget is not available.*

Please acknowledge receipt of this Addendum 1. Thank you for your interest in the Kane County procurement process.

Sincerely,

Karin Kietzman
Karin Kietzman, CPPB
Director of Purchasing

AWARD:

It is the intention of Kane County to make a single award to the lowest responsive and responsible bidder meeting specifications.

BID BOND:

All bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than Five Thousand Dollars (\$5,000.00), or 5% of the total base bid.

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to the **KANE COUNTY**.

The amount of the check, draft or bond is forty one thousand \$41,147.49.
one hundred forty seven dollars
and 49/100 cents.


Attach Bank Draft, Bank Cashier's Check, Certified Check or Bid Bond Here.

In the event that one check, draft or bond is intended to cover two or more bids, the amount must be equal to the sum of the bid guarantees of the individual sections covered.

SURETY:

I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE MUST SIGN THIS SECTION.**

Signature  Typed Signature JASON VEGA
Company Everlast Blacktop Inc.
Address/City/State 710 S 40th St Elgin, IL 60120
Phone # 630-855-5572 Fax # 630-855-6231 E-mail estimating@everlastblacktop.com
Federal I.D./Social Security # 208799145 Date 2/18/2024

ACCEPTANCE

The Offer is hereby accepted for the described NORTH MILL CREEK SIDEWALK IMPROVEMENTS.

The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number 24-004-KK. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

Corinne Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Date

VENDOR CERTIFICATION

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

- Minority-owned Business (MBE)
- Woman-owned Business (WBE)
- Business Enterprise Program (BEP)
- Small Disadvantaged Business (SDB)
- Kane County Local Business
- Veteran-owned Business Enterprise (VBE)
- Service-Disabled Veteran-owned Business Enterprise (SDVBE)
- Veteran-owned Small Business (VOSB)
- Persons with Disabilities-owned Business Enterprises (PDBE)
- N/A – These categories do not apply to my business

Please Note: It is required that you check at least one box.



Bid Bond

CONTRACTOR:

Name, legal status and address)
Everlast Blacktop, Inc.
7N540 IL Route 25

Elgin, IL 60120

OWNER:

Name, legal status and address)
*County of Kane

SURETY:

Name, legal status and principal place of business)
Old Republic Surety Company
PO Box 1635

Milwaukee, WI 53201-1635

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.

Bond Amount: Five Percent of the Bid Amount (5% of Bid Amount)

PROJECT: County of Kane North Sidewalk Improvements Project Mill Creek SSA

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

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 15th day of February, 2024

(Witness)

[Handwritten signature]

(Witness)

Everlast Blacktop, Inc.

(Principal)

(Seal)

(Title)

Old Republic Surety Company

(Surety)

(Seal)

(Title) Attorney-in-Fact

Troy Staples

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.

Init.

AIA Document A310™ - 2010. Copyright ©1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

061110

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of IL)
County of Kane)

On this 15th day of February in the year 2024 before me personally come(s) Jason Vega, to me known, who, being duly sworn, deposes and says that he/she is the President of the Everlast Blacktop Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

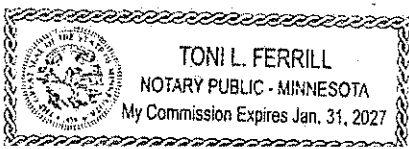


ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 15th day of February, in the year 2024, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Old Republic Surety Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Old Republic Surety Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

Notary Public





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: JENNIFER M. BOYLES, NICHOLAS HOCHBAN, THOMAS M. LAHL, TROY STAPLES, ZACHARY PATE, THOMAS GEORGE KEMP of WEST ST PAUL, MN

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 9th day of February, 2023.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 9th day of February, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

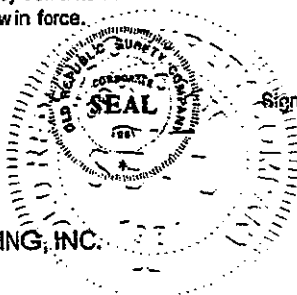
My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-0375



Signed and sealed at the City of Brookfield, WI this 15th day of February, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22202 (3-08)

PATE BONDING, INC.



Intergovernmental Pricing:

This OPTIONAL PARTICIPATION PROGRAM would be for the use of ANY TAXING BODY in Kane County who should choose to be a part of this program wherever their location, (within Kane County). All pricing, catalog, and product discounts will be extended to other Government entities that wish to participate.

Will you offer the same pricing to other Kane County municipalities that are not listed as participants within this bid document?

YES NO (Circle One)

NOTE: The County of Kane will not be involved in the purchasing products/services specified within this bid document by any other intergovernmental unit (taxing body) that participates. The execution of a purchase contract, invoicing and payments would be entirely between the other intergovernmental units and the accepted Vendor. If the County of Kane accepts this bid, the procedure to handle joint purchases would be developed by the County of Kane and the awarded Vendor and then distributed to the other intergovernmental units by the Kane County Purchasing Department.

Name [Signature] Signature Jason Vega
Company Everlast Blacktop Inc.
Address 71540 IL BOULE RD ELGIN, IL 60120
Phone# 630-855-5572 Fax # 630-855-6231
Federal I.D./Social Security# 208799148 Date 2/18/2024

JOINT PURCHASING AGREEMENT

Illinois revised statues, 1989, CH. 85, PAR. 1601 ET SEQ. (The joint purchases by governmental units act), authorizes certain local government units and non-for-profit workshops for the severely handicapped (as defined in Illinois Revised Statues, 1989, CH. 127, PAR. 132.7-01, meeting the requirements of CH. 85, PAR. 1602.2) to purchase personal property and supplies jointly. (30 ILCS 525/0.01) (from CH. 85, PAR. 1600) The Governmental Joint Purchasing Act. (Source: P.A. 86-1324.) (30 ILCS 525/1) (from CH. 85, PAR. 1601) Sec. 1. For the purposes of this Act, "government unit" means State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. (Source: P.A. 86-769).

(30 ILCS 525/2) (from CH.85, PAR. 1602(Sec. 2. (a) Any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be competitive bids a provided in Section 4 of this Act. (Source: P.A. 87-960). Any authorized local unit of government or qualified workshop that may participate in this contract shall be responsible for issuing purchase orders direct to vendor, processing invoice vouchers and making payments due the vendor. Cash on delivery terms without the consent of the local governmental unit is prohibited. By submitting a bid, the awarded vendor agrees to extend all terms and conditions, specified and the quoted prices or discounts for the item(s) listed in this contract to all authorized local governmental units and qualified workshops.



7N540 IL Rt. 25 Elgin IL 60120
Office 630.855.5572 / Fax 630.855.6231

2023 Ravine Terrace Highland Park, IL
Project Address: Ravine Terrace
Project Value: \$439,492.90
Project Contact: Rod Kovilic rkovilic@cityhpil.com 847-926-1138
Description: Asphalt, Drainage, Concrete

Brush Hill Road Improvements-- Elmhurst, IL
Project Address: Brush Hill Rd. Elmhurst, IL
Project Value: \$938,768.40
Project Contact: Chester Kochan chester.kochan@clerkdietz.com 630-918-8433
City Engineer- Kent Johnson - 630-330-1363
Description: Asphalt, Drainage

03A-IDOT Chicago Executive Airport
Project Address: 1020 Plant Rd Wheeling, IL 60090
Project Value: \$92,268.85
Project Contact: Tony Marin tmarin@cmtengr.com
630.907.7041
Description: Asphalt

Rehabilitation at Lawndale Ave
Project Address: Pvmnt Rehab at Lawndale Ave Mgmt Area LaGrange & Archer
Project Value: \$868,204.29
Project Contact: Will Jennings willj@k-five.net 630-768-7821
Description: Asphalt Milling

Michaels Disputation
Project Address: 2400 W Haven Ave New Lenox, IL 60451
Project Value: \$660,000.00
Project Contact: John Eckhorn john506@michaels.com O) 815-462-5110
Description: Asphalt R&R and Drainage

Bensenville Irving Park Road Streetscape Phase III

Project Address: Irving Park Rd Bensenville, IL

Project Value: \$467,973.00

Project Contact: Bradley Hargett 630-350-3411 bhargett@bensenvilleil.us

Description: Sidewalk replacement, Earth Excavation, Retaining wall

Hickory Hills Police Station Permeable Paver Parking Lot

Project Address: 8800 W 87th St, Hickory Hills, IL 60457

Project Value: \$1,005,938.25

Project Contact: Mike Spolar MSpolar@re ltd.com

Description: Concrete, Earth Excavation , Asphalt

See attached

REFERENCES

**North Sidewalk Improvement Project Mill Creek SSA
For
KANE COUNTY BOARD, Geneva, Illinois**

List below businesses or other organizations for which you have provided comparable services within the last three years:

Offeror's Name: _____

1. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Description of Project: _____ Date of Project _____
E-mail Address: _____

2. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Description of Project: _____ Date of Project _____
E-Mail Address: _____

3. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Description of Project: _____ Date of Project _____
E-Mail Address: _____

4. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Description of Project: _____ Date of Project _____
E-Mail Address: _____

RESPONSIBLE BIDDER REQUIREMENTS FORM

To be completed by Contractor/Subcontractor

Project Description: _____ **Contract Number:** _____
Business Name: Everlast Blacktop Inc.
Business Address: 71540 IL Route 25 Eigh, IL 60126
Contact Person: Charles Polite
Phone: 224-725-9944 **E-mail:** charles@everlastblacktop.com

Contractor and all subcontractors shall complete this Responsible Bidder Requirements Form ("Form") and submit supporting documentation as required pursuant to Kane County Ordinance No. 23-340. Contractor must submit this Form and all related evidence with its bid. Contractor shall be responsible for providing this Form to all subcontractors who will perform work on the project. All subcontractors' Forms and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements set forth in Kane County Ordinance No. 23-340 is grounds for the County of Kane to determine that a submission is incomplete, which may result in a determination that Contractor is not a responsible bidder.

For the remainder of this Form, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Form and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned Jason Vega, as President and on behalf
(Name) (Title)
of Everlast Blacktop Inc. having been duly sworn under oath certifies that:
(Contractor)

Business Organization

The form of business organization of the Contractor is (check one):

- Sole Proprietor or Partnership
- Corporation
- LLC
- Independent Contractor (Individual)

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

Authorized to do business in the State of Illinois: Yes No

Describe supporting documentation attached: _____

Registered with Illinois Department of Revenue: Yes No

Describe supporting documentation attached (if "No," explain):

Registered with Illinois Department of Employment Security: Yes No

Describe supporting documentation attached (if "No," explain):

Tax liens or tax delinquencies

Any federal, state or local tax liens or tax delinquencies against the Contractor or any officers of the Contractor in the last five (5) years: Yes No

"No" means "not applicable." If "yes," describe lien/delinquencies and resolution: _____

Workers' Compensation

Contractor's employees who will perform work on the project are:

Covered under a current workers' compensation policy: Yes No

Properly classified under such policy: Yes No

Describe supporting documentation attached: _____

Prevailing Wage Compliance

Contractor has complied with all provisions of the Illinois Prevailing Wage Act and federal Davis-Bacon and related Acts, and all rules and regulations therein, for the past five (5) years: Yes No

Contractor has reviewed the applicable prevailing wage law, including the Illinois Prevailing Wage Act, and federal Davis-Bacon Act: Yes No

Contractor will pay the applicable prevailing wage rates: Yes No

Contractor will strictly comply with applicable prevailing wage laws: Yes No

Contractor has not been found by the Illinois Department of Labor to be in violation of the Illinois Prevailing Wage Act twice within the past three-year period.
("Yes" indicates compliance with the Act): Yes No

If the above answer is "No," list the date(s) of the Department's finding of a violation:

Substance Abuse

Contractor complies with the Substance Abuse Prevention on Public Works Projects Act by:

Attaching a written substance abuse program in effect for its employees that meets or exceeds the requirements of the Act; or: Yes No

Attaching applicable provision from a collective bargaining agreement in effect for its employees that deals with the subject matter of the Act. Yes No

Employee Classification

Contractor's employees that will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances: N/A Yes No

Professional or Trade Licenses

Contractor will possess all applicable professional and trade licenses required for performing the Contract work: Yes No

Describe supporting documentation of such licenses:

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

Registered Apprenticeship Programs

Contractor participates in apprenticeship training programs approved by and registered with the United States Department of Labor applicable to each trade it will perform on the project: Yes No

Each program meets the requirement that a program has graduated at least five (5) apprentices in each of the past five (5) years:

Yes No

Please attach documentation that evidences (i) Contractor's participation in applicable registered programs and (ii) that each program meets the graduation requirement.

Safety & Health Activities

Contractor confirms that it has OSHA cards on file showing 10-hour or greater safety programs completed for all employees performing construction on project and who face hazards on the job:

Yes No

Subcontractors

Contractor has disclosed the name and address of each subcontractor for whom the contractor has accepted a bid and/or intends to hire on any part of the project (Form A):

Yes No

Contractor provided a Form to all of the above-referenced subcontractors:

Yes No

Table B **Additional Information Required**

If required in the bid specifications, Contractor shall complete items I and/or II below:

I. Statement of past three (3) years' experience on public construction projects.

Public Body/ Project Name/Year	Reference Name/ Phone #	Original Price/ Final price	Subcontractors

--	--	--	--

II. List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty

SUBMITTAL INSTRUCTIONS

Offer to Contract Form

Vendors are required to use the Offer to Contract Form and provide a 5% bid bond to submit a response. This form must be signed and the bond must be included along with required references.

An original bid response, marked as "**original**", one paper copy and one (1) electronic copy on a CD or Flash Drive in PDF format shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled "**24-024-KK, North Sidewalk Improvement Project Mill Creek SSA**". Your bid response may be mailed or hand delivered prior to the deadline of February 20 , **2024** at 2:00 p.m. **CST** to:

County of Kane
Purchasing Department
719 South Batavia Avenue, Bldg. A
Rooms 211, 212 or 214
Geneva, IL 60134
8:30 a.m.-4:30 p.m. CST, Monday-Friday

BIDS MAY ALSO BE SUBMITTED ELECTRONICALLY AT

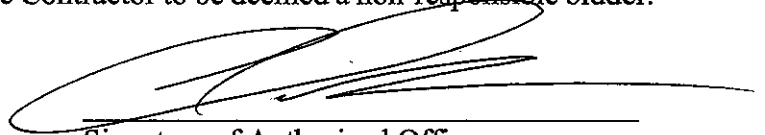
[HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY](https://www.bidnetdirect.com/illinois/kanecounty)

LATE BIDS CANNOT BE ACCEPTED!

CONTRACTOR VERIFICATION

I certify that I am authorized to execute this Contractor Verification on behalf of the Contractor set forth on page one (1), that I have personal knowledge of all the information set forth herein, and that all statements, representations, information and documents provided in or with this Form and attachments hereto are true and accurate and are submitted in compliance with the requirements of Kane County Ordinance No. 23-340. Failure to comply with all submission requirements set forth in Kane County Ordinance No. 23-340 is grounds for the County of Kane to determine that a submission is incomplete, which may result in a determination that Contractor is not a responsible bidder.

The Contractor shall report any change in any of the facts stated in this Form within fourteen (14) days of the effective date of such change by completing and submitting a new Form. Failure to comply with this requirement is grounds for the Contractor to be deemed a non-responsible bidder.



Signature of Authorized Officer

Charles Palks
Name of Authorized Officer (Print or Type)

Director of Operations
Title

224 725 9944
Telephone Number

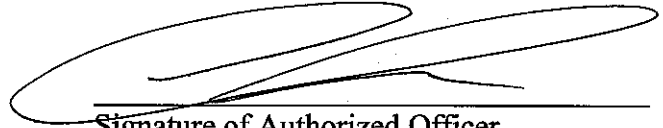
Subscribed and sworn to
before me this _____ day of
_____, 2024.

Notary Public Signature & Seal

SUBCONTRACTOR VERIFICATION

I certify that I am authorized to execute this Subcontractor Verification on behalf of the Subcontractor set forth on page one (1), that I have personal knowledge of all the information set forth herein and that all statements, representations, information and documents provided in or with this Form and attachments hereto are true and accurate and are submitted in compliance with the requirements of Kane County Ordinance No. 23-340.

The Subcontractor shall report any change in any of the facts stated in this Form within fourteen (14) days of the effective date of such change by completing and submitting a new Affidavit. Failure to comply with this requirement is grounds for the project owner to withhold payment due for work performed.



Signature of Authorized Officer

Charles Polite

Name of Authorized Officer (Print or Type)

Director of Operations

Title

224 725 9944

Telephone Number

Subscribed and sworn to
before me this _____ day of
_____, 2024.

Notary Public Signature & Seal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/15/2024

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).

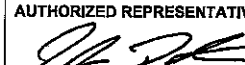
PRODUCER Robertson Ryan - Illinois 3880 Salem Lake Dr Suite H Long Grove, IL 60047	CONTACT NAME: Jennifer Freimuth PHONE (A/C, No, Ext): (800) 258-0277 FAX (A/C, No): (877) 700-0139 E-MAIL ADDRESS: jfreimuth@robertsonryan.com																					
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Pekin Insurance Company</td> <td>24228</td> </tr> <tr> <td>INSURER B :</td> <td>Clear Spring Property & Casualty Company</td> <td>15563</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Pekin Insurance Company	24228	INSURER B :	Clear Spring Property & Casualty Company	15563	INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER F :																						
INSURED Everlast Blacktop, Inc. 7N540 IL ROUTE 25 Elgin, IL 60120																						

COVERAGES CERTIFICATE NUMBER: 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.

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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		006097526	4/21/2023	4/21/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		006097527	4/21/2023	4/21/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			006097535	4/21/2023	4/21/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
B	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	CS-WC-021730-01	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Leased/Rented Equip.			006097526	4/21/2023	4/21/2024	Limit:	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: North Sidewalk Improvement Project Mill Creek SSA
It is agreed that the following are additional insured with respect to General Liability and Auto Liability per written contract required: County of Kane Umbrella Follows Form. 30 Day Written Notice provided shall coverage be amended, cancelled, terminated or reduced.

CERTIFICATE HOLDER County of Kane 719 S Batavia Avenue, Bldg A Geneva, IL 60134	CANCELLATION 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 
---	--



Illinois Department of Transportation

Certificate of Eligibility

Contractor No 1651

Everlast Blacktop, Inc.
7N540 IL Route 25 ELGIN, IL 60120

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED \$750,000.00

001	EARTHWORK	\$450,000
005	HMA PAVING	\$750,000 B
012	DRAINAGE	\$750,000
017	CONCRETE CONSTRUCTION	\$550,000
032	COLD MILL, PLAN. & ROTOMILL	\$750,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 7/5/2023 TO 4/30/2024 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 7/5/2023.

B Restricted to 1200 tons in any 1 contract (Class 1 and/or BAM) or as specified by local agency


Engineer of Construction



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

MAY - 9 2023
Jason Vega
Everlast Blacktop, Inc.
7N540 IL-25
Elgin, IL 60120

Re: Change in NAICS code(s)

Dear Mr. Vega:

We are pleased to inform you that we have updated your certification to reflect your firm's change in NAICS code(s). **Everlast Blacktop, Inc.** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This certification will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days before your annual anniversary date of August 31st**.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit by your anniversary date of August 31st**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as an **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change;
- or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority-Owned Business Enterprises in the specialty area(s) of:

Current NAICS Code(s):

- 237110 - Water and Sewer Line and Related Structures Construction**
- 238910 - Dirt Moving for Construction, Excavating, Earth moving, or Clearing Contractors, Excavation Contractors**
- 238990 - All Other Specialty Trade Contractors (paving, residential and commercial driveway and parking lot)**
- 484220 - Specialized Freight Trucking, Local (Top-soil Hauling, Local)**
- 532490 - Other Commercial and Industrial Machinery and Equipment Rental and Leasing**
- 562111 - Solid Waste Collection**
- 562119 - Other Waste Collection (Dump Trucking of Rubble or Brush with Collection or Disposal)**

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Tammi Morgan
Contracting Equity Officer

TM/ge 



Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

November 14, 2023

CERTIFIED – RETURN RECEIPT REQUESTED

Mr. Jason Vega
Everlast Blacktop, Inc.
7N 540 IL Rt. 25
Elgin, IL 60120

Dear Mr. Vega:

The Illinois Department of Transportation (IDOT) has approved the *No Change Affidavit* for Everlast Blacktop, Inc. and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

To remain certified and in good standing, you must annually submit a *No Change Affidavit*. Your firm's next affidavit is due on **November 1, 2024**. IDOT will send an affidavit form 60 days prior to that date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there is a change in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at (217) 782-5490.

Sincerely,

A handwritten signature in black ink, appearing to read 'Debra A. Clark'.

Debra A. Clark
Interim Bureau Chief
Bureau of Small Business Enterprises

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 - FAX (708) 482-7186
6200 JOLIET ROAD
COUNTRYSIDE, IL 60525-3992

February 3, 2023

Everlast Blacktop
29 W 700 US Rout 20
Elgin, IL 60120

Re: Proof of Compliance with 30 ILCS 500/30-22(6)
Our File No. MI-00321

Dear Sir or Madam:

At the request of Everlast Blacktop, I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Everlast Blacktop, is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO
District 1 dispatch office

Maribel Hernandez

Enclosures: Certificates

The United States Department of Labor

**Office of Apprenticeship
Certificate of Registration of Apprenticeship Program**

*Operating Engineers Local 150 Apprenticeship Fund
Wilmington, Illinois
For the Trade -- Operating Engineer*

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*



December 31, 1978
Date Revised June 23, 2011

Registration No.
IL008780173

William F. Solis
Secretary of Labor
Ad. V. Hall
Administrator, Office of Apprenticeship

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Operating Engineers Local 150 Apprenticeship Fund

Wilmington, Illinois

For the Trade — Operating Engineer (Heavy Equipment Technician)

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

May 5, 2002

Date Revised June 21, 2011

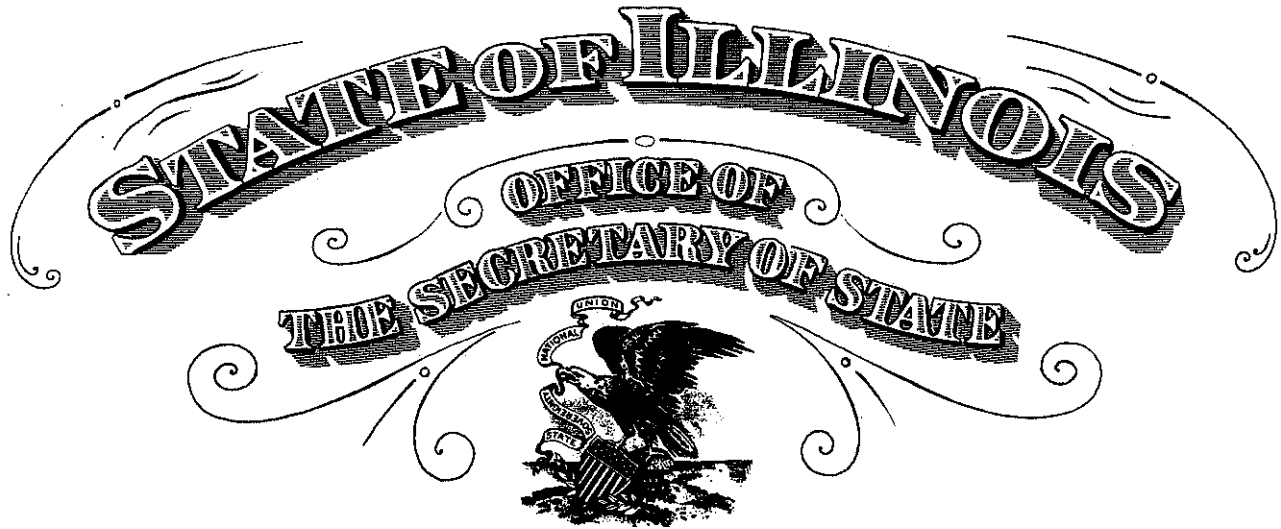
Registration No.

IL012020003



Abdala F. Solis
Secretary of Labor

Ann V. Kelly
Administrator, Office of Apprenticeship



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

EVERLAST BLACKTOP, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 05, 2007, ADOPTED THE ASSUMED NAME EVERLAST TRUCKING ON NOVEMBER 17, 2022, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 10TH day of MAY A.D. 2023 .



Authentication #: 2313004056 verifiable until 05/10/2024
Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulas
SECRETARY OF STATE

Passed by the Kane County Board on April 9, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Purchase of Three Vehicles for the State's Attorney's Office

Committee Flow:

Administration Committee, Judicial/Public Safety Committee, Finance Committee, Executive Committee, County Board

Contact:

Jaime Mosser, 630.444.3290

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$109,698.09
If not budgeted, explain funding source: N/A	

Summary:

The State's Attorney's Office needs to add one additional vehicle to the fleet for the use of investigators, and to replace two existing vehicles. The vehicles being replaced were evaluated last August by KDOT and met the requirements for replacement.

The State's Attorney's Office received proposals from four different local vendors, and Hawk Ford of St. Charles was determined to be the most responsible vendor – both in terms of price and availability.

The total purchase price of the three vehicles on this resolution is less than what was included in the FY24 budget.



Purchase Agreement

DJ Bermudez
 Hawk Ford of St.Charles
 2525 E. Main St
 St. Charles, IL 60174

Buyer	Co-Buyer	Vehicle
Kane County Kane County 719 S Batavia Ave Geneva, IL 60134 E: (331) 286-7450 gorgasjoseph@kanecountyil.gov		2024 Ford Escape ST-Line VIN: 1FMCU0MZXRUA03676 Stock #: F240105 Mileage: 8 Color: Vapor Blue Metallic

Customer Trade							
	Year	Make	Model	VIN	Engine	Mileage	Payoff
0	0						\$0.00

Term	Cash Down		
	0	0.00	0.00
Term	Payments		
	0	\$36,097 to \$36,117	\$36,097 to \$36,117

Purchase Details	
Retail Price:	\$36,030.00
Sales Price:	\$35,530.00
Savings:	\$500.00
Accessories:	\$0.00
Service Contract:	\$0.00
License & Title :	\$173.00
Doc & ERT Fee:	\$393.03
Total Taxes:	\$0.00
Total Sales Price:	\$36,096.03
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
Amount Financed:	\$36,096.03

X

 Customer Signature

X

 Manager Signature

 Date

 Date

Disclaimer:

Printed 2/20/24 1:02 PM

With approved credit
 Price quote good for 5 days

LOU-007260 IL

9-NORMAL, NB, 107260, PL141 3382

120231122 1363

ULC U W IL
CERT CERT CERT TRD RAMP BUMP CAMP BOOK EXFL ROTA

018209 1FMCU0MZXRUA03676 NB GU13
1364/2010 1FMCU0MZXRUA03676 NB

VEHICLE DESCRIPTION

ESCAPE FWD

RU A03676



ford.com

2024 ST LINE FWD HEV
106.7" WHEELBASE
2.5L I-4VCT ATK I-4 HYB ENG
ECVT TRANSMISSION

EXTERIOR VAPOR BLUE METALLIC
INTERIOR EBONY PART VNYL/CLTH&RED STI

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- ACTIVE GRILLE SHUTTERS
- EASY FUEL CAPLESS FILLER
- ELECTR FUEL DOOR RELEASE
- GRILLE - BLACK MESH
- HEADLAMP COURTESY DELAY
- HEADLAMPS - AUTO LED
- PRIVACY GLASS - REAR DOORS
- REAR INT WIPER/WASH/DFRST
- REAR SPOILER, ST UNIQUE
- ROOF-RACK SIDE RAILS-BLACK
- ST-LINE BADGING
- TAILLAMPS-LED
- UNIQUE REAR SKID PLATES

INTERIOR

- 1-TOUCH DOWN DRIVER WINDOW
- ALUMINUM SPORT PEDALS
- CLTH/VNYL BKT FRONT SEATS
- DUAL ZONE AUTO CLIMATE CTL
- MAP POCKETS-PASSENGER
- POWERPOINTS - 12V
- REAR SEAT CUPHOLDERS AND ARMREST
- RED STITCH ACCENTS
- ROTARY GEAR SHIFT DIAL
- SPORT BUCKET FRONT SEATS
- STEERING WHEEL - FLAT
- BOTTOM W/ RED STITCH
- USB A AND C

FUNCTIONAL

- BLIS W/CROSS-TRAFFIC ALERT
- ELECTRIC PARKING BRAKE
- FORDPASS™ CONNECT
- INTELLIGENT ACCESS W/PUSH BUTTON START
- PEDESTRIAN ALERT SOUNDER
- REAR SEAT CUPHOLDERS AND ARMREST
- RED STITCH ACCENTS
- ROTARY GEAR SHIFT DIAL
- SPORT BUCKET FRONT SEATS
- STEERING WHEEL - FLAT
- BOTTOM W/ RED STITCH
- USB A AND C

SAFETY/SECURITY

- ADVANCETRA™ WITH RSC®
- AIRBAG - DRIVER KNEE
- AIRBAGS - DUAL STAGE FRONT
- AIRBAGS - FRONT SEAT
- MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- LATCH CHILD SAFETY SYSTEM
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID UNIQUE COMPONENTS

INCLUDED ON THIS VEHICLE	(MSRP)	PRICE INFORMATION	(MSRP)
EQUIPMENT GROUP 301A		BASE PRICE	\$33,340.00
		TOTAL OPTIONS/OTHER	1,195.00
OPTIONAL EQUIPMENT/OTHER		TOTAL VEHICLE & OPTIONS/OTHER	34,535.00
.18" ROCK MET PAINTED WHEEL		DESTINATION & DELIVERY	1,495.00
.225/60R18 100H A/S BSW TIRES			
COLD WEATHER PACKAGE	995.00		
.HEATED STEERING WHEEL			
.MIRROR-PWR/HTD GLASS			
.REMOTE START SYSTEM			
.HEATED FRONT ROW SEATS			
FLR LINERS FR-RR W/CRPT MATS	200.00		
FRONT LICENSE PLATE BRACKET	NO CHARGE		

RAMP ONE		TOTAL MSRP \$36,030.00
CX18		
RAMP TWO		Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance .
	CONVOY ITEM #: 41-1000 O/T 2	
This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.		PL141 N RB 2X 420 007260 11 14 23

EPA DOT Fuel Economy and Environment Gasoline Vehicle

Fuel Economy

39 MPG combined city/hwy
42 city
36 highway

Small SUVs range from 14 to 123 MPG. The best vehicle rates 140 MPG.

You save \$2,750 in fuel costs over 5 years compared to the average new vehicle.

2.6 gallons per 100 miles

Annual fuel cost \$1,400

Fuel Economy & Greenhouse Gas Rating (tailpipe only) **7**

Smog Rating (tailpipe only) **8**

This vehicle emits 225 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$9,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.00 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver	★★★★★
	Passenger	★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash	Front seat	★★★★★
	Rear seat	★★★★★

Based on the risk of injury in a side impact.

Rollover ★★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

FordPass Connect™

Download the FordPass™ app* and you can:

Access Vehicle Control Features

- Remotely start, lock and unlock your vehicle.
- Locate your vehicle and check approximate fuel range.
- Receive vehicle health alerts.

Activate 4G LTE Wi-Fi Hotspot

- New vehicles include a 3-month or 3GB data (whichever comes first) Wi-Fi trial.
- Connect up to ten Wi-Fi-equipped devices.

The FordPass Connect™ program is active and sending vehicle data (e.g. diagnostics) to Ford. See in-vehicle Settings for connectivity options.

1FMCU0MZXRUA03676

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

FORD PROTECT™

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

SCAN OR TEXT 1FUA03676 TO 8005

Msg & Data rates may apply. Text HELP for help.

www.ford.com/help/privacy-terms/



Purchase Agreement

DJ Bermudez
 Hawk Ford of St.Charles
 2525 E. Main St
 St. Charles, IL 60174

Buyer	Co-Buyer	Vehicle
Kane County Kane County 719 S Batavia Ave Geneva, IL 60134 E: (331) 286-7450 gorgasjoseph@kanecountyil.gov		2024 Ford Escape ST-Line VIN: 1FMCUOMZXRUA44874 Stock #: Mileage: 10 Color: Star White Metallic

Customer Trade							
	Year	Make	Model	VIN	Engine	Mileage	Payoff
0	0						\$0.00

Term	Cash Down		
	0.00	0.00	0.00
Term	Payments		
0	\$37,557 to \$37,577	\$37,557 to \$37,577	\$37,557 to \$37,577

Purchase Details	
Retail Price:	\$37,490.00
Sales Price:	\$36,990.00
Savings:	\$500.00
Accessories:	\$0.00
Service Contract:	\$0.00
License & Title :	\$173.00
Doc & ERT Fee:	\$393.03
Total Taxes:	\$0.00
Total Sales Price:	\$37,556.03
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
Amount Financed:	\$37,556.03

X

 Customer Signature

X

 Manager Signature

 Date

 Date

Disclaimer:

Printed 2/20/24 1:03 PM

With approved credit
 Price quote good for 5 days

LOU-009472 IL

9-NORMAL, NB, 109472, RB151 2595

120240222 6492

ULC CERT CERT CERT TRD RAMP BUMP CAMP BOOK EXFL ROTA

021964 1553/2133

1FMC00MZK RUA44874 NB

GU13

VEHICLE DESCRIPTION

ESCAPE FWD

RU A44874



ford.com

2024 ST LINE FWD HEV
106.7" WHEELBASE
2.5L I-VCT ATK I-4 HYB ENG
ECVT TRANSMISSION

EXTERIOR
STAR WHITE METALLIC TRI-COA
INTERIOR
EBNY PART VNYL/CLTH&RED STI

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- ACTIVE GRILLE SHUTTERS
- EASY FUEL CAPLESS FILLER
- ELECTR FUEL DOOR RELEASE
- GRILLE - BLACK MESH
- HEADLAMP COURTESY DELAY
- HEADLAMPS - AUTO LED
- PRIVACY GLASS - REAR DOORS
- REAR INT WIPER/WASH/DFRST
- REAR SPOILER, ST UNIQU
- ROOF-RACK SIDE RAILS-BLACK
- ST-LINE BADGING
- TAIL LAMPS-LED
- UNIQUE REAR SKID PLATES

INTERIOR

- 1-TOUCH DOWN DRIVER WINDOW
- ALUMINUM SPORT PEDALS
- CLTH/VINYL BKT FRONT SEATS
- DUAL ZONE AUTO CLIMATE CTL
- MAP POCKETS-PASSENGER
- POWERPOINTS - 12V
- REAR SEAT CUPHOLDERS AND ARMREST
- RED STITCH ACCENTS
- ROTARY GEAR SHIFT DIAL
- SPORT BUCKET FRONT SEATS
- ST-LINE BADGING
- STEERING WHEEL - FLAT
- BOTTOM W/ RED STITCH
- USB A AND C

FUNCTIONAL

- BLIS W/CROSS-TRAFFIC ALERT
- ELECTRIC PARKING BRAKE
- FORDPASS™ CONNECT
- INTELLIGENT ACCESS W/PUSH BUTTON START
- PEDESTRIAN ALERT SOUNDER
- REFRESH95
- SIRIUSXM® W/360L- NA AK&HI

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAG - DRIVER KNEE
- AIRBAGS - DUAL STAGE FRONT
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- LATCH CHILD SAFETY SYSTEM
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID
- UNIQUE COMPONENTS

INCLUDED ON THIS VEHICLE

(MSRP)

EQUIPMENT GROUP 301A

OPTIONAL EQUIPMENT/OTHER

2024 MODEL YEAR	
STAR WHITE METALLIC TRI-COAT	995.00
.18" ROCK MET PAINTED WHEEL	
225/60R18 100H A/S BSW TIRES	
COLD WEATHER PACKAGE	995.00
.HEATED STEERING WHEEL	
.MIRROR-PWR/HTD GLASS	
.REMOTE START SYSTEM	
.HEATED FRONT ROW SEATS	
EASY ACCESS CARGO SHADE	135.00
FLR LINERS FR-RR W/CRPT MATS	200.00
CARGO MAT	100.00
FRONT LICENSE PLATE BRACKET	NO CHARGE

DEALER INSTALLED OPTIONS

Wheel-Locking Exposed Lug Nuts	80.00
--------------------------------	-------

PRICE INFORMATION

BASE PRICE	\$33,490.00
TOTAL OPTIONS/OTHER	2,505.00
TOTAL VEHICLE & OPTIONS/OTHER	35,995.00
DESTINATION & DELIVERY	1,495.00

(MSRP)

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy

39 MPG
combined city/hwy

42 MPG
city

36 MPG
highway

2.6 gallons per 100 miles

Small SUVs range from 14 to 123 MPG. The best vehicle rates 140 MPGe.

You save \$2,750
in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost
\$1,400

Fuel Economy & Greenhouse Gas Rating (EPA city only) Smog Rating (EPA city only)



This vehicle emits 225 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$9,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.60 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov

Calculate personalized estimates and compare vehicles



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Driver ★★★★★
Crash Passenger ★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Front seat ★★★★★
Crash Rear seat ★★★★★

Based on the risk of injury in a side impact.

Rollover ★★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

FordPass Connect™

Download the FordPass™ app* and you can:

- Access Vehicle Control Features
- Remotely start, lock and unlock your vehicle.
- Locate your vehicle and check approximate fuel range.
- Receive vehicle health alerts.

- Activate 4G LTE Wi-Fi Hotspot
- New vehicles include a 3-month or 3GB data (whichever comes first) Wi-Fi trial.
- Connect up to 10 Wi-Fi-equipped devices.

*Requires an active smartphone and internet connection. See the FordPass app for details. †Data speeds may vary. ‡Data speeds may vary. †††Data speeds may vary. ††††Data speeds may vary. †††††Data speeds may vary.

The FordPass Connect™ modem is active and sending vehicle data (i.e., diagnostics) to Ford. See in-vehicle Settings for connectivity options.

Ford FORD PROTECT

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.



WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN QR TEXT 1F2RUA44874 TO 80099



www.ford.com/help/privacy-terms/

02/16/2024

1202402226492



Purchase Agreement

DJ Bermudez
 Hawk Ford of St.Charles
 2525 E. Main St
 St. Charles, IL 60174

Buyer	Co-Buyer	Vehicle
Kane County Kane County 719 S Batavia Ave Geneva, IL 60134 E: (331) 286-7450 gorgasjoseph@kanecountyil.gov		2024 Ford Escape ST-Line VIN: IFMCUOMZORUA10944 Stock #: Mileage: 10 Color: Agate Black Metallic

Customer Trade							
	Year	Make	Model	VIN	Engine	Mileage	Payoff
0	0						\$0.00

Term	Cash Down		
	0.00	0.00	0.00
Term	Payments		
0	\$36,047 to \$36,067	\$36,047 to \$36,067	\$36,047 to \$36,067

Purchase Details	
Retail Price:	\$35,980.00
Sales Price:	\$35,480.00
Savings:	\$500.00
Accessories:	\$0.00
Service Contract:	\$0.00
License & Title :	\$173.00
Doc & ERT Fee:	\$393.03
Total Taxes:	\$0.00
Total Sales Price:	\$36,046.03
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
Amount Financed:	\$36,046.03

X

 Customer Signature

X

 Manager Signature

 Date

 Date

Disclaimer:

Printed 2/20/24 1:03 PM

With approved credit
 Price quote good for 5 days

LOU-008187 IL

9-NORMAL, NB, 108187, PM111 2787

120231218 5531

ULC CERT CERT CERT TRD RAMP BUMP CAMP BOOK EXFL ROTA

018701 951/1088

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RUA10944 NB

GU13

VEHICLE DESCRIPTION

ESCAPE FWD

RU A10944



ford.com

2024 ST LINE FWD HEV
106.7" WHEELBASE
2.5L I-VCT ATK I-4 HYB ENG
ECVT TRANSMISSION

EXTERIOR
AGATE BLACK METALLIC
INTERIOR
EBNY PART VNYL/CLTH&RED STI

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- ACTIVE GRILLE SHUTTERS
- EASY FUEL CAPLESS FILLER
- ELECTR FUEL DOOR RELEASE
- GRILLE - BLACK MESH
- HEADLAMP COURTESY DELAY
- HEADLAMPS - AUTO LED
- PRIVACY GLASS - REAR DOORS
- REAR INT WIPER/WASH/DFRST
- REAR SPOILER, ST UNIQUE
- ROOF-RACK SIDE RAILS-BLACK
- ST-LINE BADGING
- TAILLAMPS-LED
- UNIQUE REAR SKID PLATES

INTERIOR

- 1-TOUCH DOWN DRIVER WINDOW
- ALUMINUM SPORT PEDALS
- CLTH/ANVL BKT FRONT SEATS
- DUAL ZONE AUTO CLIMATE CTL
- MAP POCKETS-PASSENGER
- POWERPOINTS - 12V
- REAR SEAT CUPHOLDERS AND ARMREST
- RED STITCH ACCENTS
- ROTARY GEAR SHIFT DIAL
- SPORT BUCKET FRONT SEATS
- STEERING WHEEL - FLAT
- BOTTOM W/ RED STITCH
- USB A AND C

FUNCTIONAL

- BLIS W/CROSS-TRAFFIC ALERT
- ELECTRIC PARKING BRAKE
- FORDPASS™ CONNECT
- INTELLIGENT ACCESS W/PUSH BUTTON START
- PEDESTRIAN ALERT SOUNDER
- REFRESH95
- SIRIUSXM® W/360L- NA AK&HI

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAG - DRIVER KNEE
- AIRBAGS - DUAL STAGE FRONT
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY™
- LATCH CHILDO SAFETY SYSTEM
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY

- 3YR/38,000 BUMPER / BUMPER
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID UNIQUE COMPONENTS

INCLUDED ON THIS VEHICLE (MSRP)
EQUIPMENT GROUP 301A

OPTIONAL EQUIPMENT/OTHER

- 18" ROCK MET PAINTED WHEEL
- 225/60R18 100H A/S BSW TIRES
- COLD WEATHER PACKAGE 995.00
- HEATED STEERING WHEEL
- MIRROR-PWR/HTD GLASS
- REMOTE START SYSTEM
- HEATED FRONT ROW SEATS
- FRONT LICENSE PLATE BRACKET NO CHARGE

PRICE INFORMATION

BASE PRICE \$33,490.00
TOTAL OPTIONS/OTHER 995.00
TOTAL VEHICLE & OPTIONS/OTHER 34,485.00
DESTINATION & DELIVERY 1,495.00

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy
39 MPG
combined city/hwy
42 city
36 highway
2.6 gallons per 100 miles

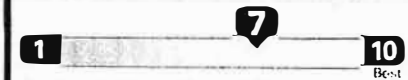
Small SUVs range from 14 to 123 MPG. The best vehicle rates 140 MPG.

You save
\$2,750

in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost
\$1,400

Fuel Economy & Greenhouse Gas Rating



Smog Rating



This vehicle emits 225 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$9,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.00 per gallon. MPG is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov

Calculate personalized estimates and compare vehicles



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash Driver ★★★★★
Passenger ★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash Front seat ★★★★★
Rear seat ★★★★★

Based on the risk of injury in a side impact.

Rollover ★★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

FordPass Connect™

Download the FordPass™ app* and you can:

- Access Vehicle Control Features
- Remotely start, lock and unlock your vehicle.
- Locate your vehicle and check approximate fuel range.
- Receive vehicle health alerts.

- Activate 4G LTE Wi-Fi Hotspot
- New vehicles include a 3-month or 3GB data (whichever comes first) Wi-Fi trial.
- Connect up to ten Wi-Fi-equipped devices.

*Some restrictions may apply. See dealer for details. See FordPass Connect app for more information.

The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle Settings for connectivity options.

FORD PROTECT™

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.



WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.



RAMP ONE		CONVOY
CX18		
RAMP TWO		ITEM #: 41-3702 O/T 2
This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.		

TOTAL MSRP \$35,980.00

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.



PM111 N RB 2X 425 008187 12 11 23

02/16/2024

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white

REPLACEMENT GUIDELINES CALCULATION SHEET

Light Vehicle Replacement Guidelines

Factor		Points
Age	14	One point for each year of chronological age, based on in-service date.
Miles/Hours	3	One point for each 10,000 miles of use.
Type of Service	1	1, 3, or 5 points are assigned based on the type of service that vehicle receives. For instance, a police patrol car would be given a 5 because it is in severe duty service. In contrast, an administrative sedan would be given a 1.
Reliability	1	Points are assigned as 1, 3, or 5 depending on the frequency that a vehicle is in the shop for repair. A five would be assigned to a vehicle that is in the shop two or more times per month on average, while a 1 be assigned to a vehicle in the shop an average of once every three months or less.
Maintenance and Repair Costs	2	1 to 5 points are assigned based on total life maintenance and repair costs (not including repair of accident damage). A 5 is assigned to a vehicle with life M&R costs equal or greater to the 50% of vehicle's original purchase price or 100% of the trade-in value of the vehicle, while a 1 is given to a vehicle with life M&R costs equal to 20-percent or less of 50% its original purchase cost or 50% of the vehicle's trade-in value. (attach copies of repair estimates or written summary of required repairs and source(s) of estimates)
Condition	2	This category takes into consideration body condition, rust, interior condition, accident history, anticipated repairs, etc. A scale of 1 to 5 points is used with 5 being poor condition. (attach photograph)
Point Ranges		
Under 18 points	Condition I	Excellent
18 to 22 points	Condition II	Good
23 to 27 points	Condition III	Qualifies for replacement
28 points and above	Condition IV	Needs immediate consideration

~~23~~ 24

5/15/23

Chad

Gray

REPLACEMENT GUIDELINES CALCULATION SHEET

Light Vehicle Replacement Guidelines

Factor		Points
Age 2010	13	One point for each year of chronological age, based on in-service date.
Miles/Hours 40419	4	One point for each 10,000 miles of use.
Type of Service	2	1, 3, or 5 points are assigned based on the type of service that vehicle receives. For instance, a police patrol car would be given a 5 because it is in severe duty service. In contrast, an administrative sedan would be given a 1.
Reliability	1	Points are assigned as 1, 3, or 5 depending on the frequency that a vehicle is in the shop for repair. A five would be assigned to a vehicle that is in the shop two or more times per month on average, while a 1 be assigned to a vehicle in the shop an average of once every three months or less.
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Point Ranges		
Under 18 points	Condition I	Excellent
18 to 22 points	Condition II	Good
23 to 27 points	Condition III	Qualifies for replacement
28 points and above	Condition IV	Needs immediate consideration

23

5/15/23
Chet



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Purchase of an Armored Vehicle for the Sheriff's Office

Committee Flow:

Administration Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Elizabeth Richards, 630.208.2001

Budget Information:

Was this item budgeted? No	Appropriation Amount: \$465,929.00
If not budgeted, explain funding source: Automotive Equipment Fund 128.380.395.70070	

Summary:

This resolution authorizes the Kane County Sheriff's Office to purchase a Lenco BearCat armored vehicle for emergency responses. This type of vehicle has become a law enforcement industry standard and is essential in emergency responses for the protection of citizens and police officers in gun violence situations. Lenco Armored Vehicles of Pittsfield, MA, is the sole supplier of this type of vehicle.



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive - Pittsfield, MA 01201

PH: 413-443-7359 - FAX: 413-445-7865

Quotation 102001

Customer Code: KALIL

Quotation Date: 01/24/24

Lenco Tax ID#: 04-2719777

Page #: 1 of 2

Bill To
Kane County Sheriff's Office 37W 755 Route 38 Suite A St. Charles, IL 60175 USA

Ship To
Kane County Sheriff's Office 37W 755 Route 38 Suite A St. Charles, IL 60175 USA

Payment Terms	Shipping Terms	Ship Via
Net 30 Days	FOB: Destination	Common Carrier
Estimated Completion	Lenco Contact	Inspection & Acceptance
14+ months ARO (Est.)	Daniel Besemer	At Lenco's Facility, Pittsfield, MA

Item:	Product #	Qty	Unit Price	Total
Vehicle configuration	3379			
Lenco BearCat	BC55003-BASE	1	\$228,803.00	\$228,803.00
Options:				
LED Red and Blue	LED_RED_BLUE	1		
Exterior Paint Color: Lusterless Black	LUSTERLESS_BLACK	1		
Diesel Engine, 6.7L Turbo	BCDLEN	1	\$9,995.00	\$9,995.00
BearCat G3 4-Wheel Off-Road Upgrade Pkg w/Run-Flats	BC3WOFFRD	1	\$38,454.00	\$38,454.00
BearCat MedEvac TEMS Version	BCMEDLASD	1	\$51,654.00	\$51,654.00
Single Side Personnel Door/Window/Gunport/ Rear Facing Flip Down Seat	BCSSPD	1	\$5,000.00	\$5,000.00
(1) 7" Vertical GunPort Upgrade	BCGP7	7	\$228.00	\$1,596.00
Electric Power Mirrors	BCMIR	1	\$1,508.00	\$1,508.00
Heated Windshield Upgrade	BCHGW	1	\$2,153.00	\$2,153.00
Back up Camera System with Monitor	BCBU	1	\$2,297.00	\$2,297.00
Radio Prep Package, (1) Max (2)	BCINSRA	1	\$502.00	\$502.00
Rear A/C - Heating Systems: High Capacity Upgrade	BCHACUP	1	\$7,182.00	\$7,182.00
Hydraulic Ram Upgrade wFront Mounted Receiver with Ram Post and Plate	BCHYDRAM	1	\$14,975.00	\$14,975.00
VSP Style Low Profile & Scene Lighting Pkg	BCVSPL	1	\$6,102.00	\$6,102.00
Roof Mounted Remote Control Spot Light - LED	BCSLLD	2	\$1,404.00	\$2,808.00
High Intensity Driving Lights in Front Bumper	BCHIDL	1	\$1,340.00	\$1,340.00
Take Down Light (Bumper Mounted)	BCTDL	1	\$1,853.00	\$1,853.00
Rear Tow Hitch Receiver w/ Winch Power	BCRTOWRWP	1	\$1,886.00	\$1,886.00
Armored Oil Pan Guard	BCAOPG	1	\$1,936.00	\$1,936.00
Water Monitor with Joy Stick (Multi-use to include Fire Application)	BCMON	1	\$38,983.00	\$38,983.00
Water Fording Upgrade - Single Rear Door	BCWFU	1	\$19,992.00	\$19,992.00
Exterior Storage Cabinets : DS or PS : DS Not compatible with BCHYDRAM	BCESC	2	\$4,738.00	\$9,476.00
Whole Vehicle Bedrock Paint	BCPJWV	1	\$8,990.00	\$8,990.00
Extreme Heat Reducing Insulation & Sound Reduction Pkg	BCEXHT	1	\$4,044.00	\$4,044.00
Configuration Subtotal:				\$461,529.00
Lenco BearCat	NEWCONFIG	1	\$461,529.00	\$461,529.00
Freight Out - Vehicles	FREIGHTVEHICLE	1	\$4,400.00	\$4,400.00
Net Total				\$465,929.00



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive - Pittsfield, MA 01201

PH: 413-443-7359 - FAX: 413-445-7865

Quotation 102001

Customer Code: KALIL

Quotation Date: 01/24/24

Lenco Tax ID#: 04-2719777

Page #: 2 of 2

Notes:

Note: BCHYDRAM - Ram Bars and Brackets to be shipped in the back of their Bearcat and used as spares for current Bearcat 6142. Customer Stated he would prefer both driver and passenger side BCESC

WARNING: Information Subject to Export Control Laws

The written approval of the Directorate of US Defense Trade Controls and Lenco Industries, Inc. must be obtained before reselling, transferring, transshipping or disposing of a defense article to any end user, end use or destination other than as stated on this Lenco quote or the shipper's export declaration in cases where an exemption is claimed under this subchapter ITAR 123.9(A).

Acceptance of this quotation or entering into a purchase agreement with Lenco, the purchaser agrees to Lenco's full Terms and Conditions of Sale, available upon request. This quote will be valid for 60 days.

ACCEPTANCE OF PROPOSAL

Authorized

Signature: _____

Please sign and return

Authorized

Signature: Daniel Besemer

Daniel Besemer

Thank you



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving Purchase of Three (3) 2025 Tandem Axle Truck Cab and Chassis for the Kane County Division of Transportation

Committee Flow:

Transportation Committee, Administration Committee, Executive Committee, County Board

Contact:

Michael Way 630.406.7359

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$445,524.00
If not budgeted, explain funding source: N/A	

Summary:

Vehicle Description: Three (3) 2025 Kenworth T480 Tandem Axle Truck Cab and Chassis

Vendor: CIT Trucks (Sourcewell – authorized cooperative agreement Res. # 22-266)

Purchase price – Total \$445,524 (CIT Trucks Quote 21040)

Comments:

These three (3) new Kenworth plow trucks will replace unit 41, unit 55, and unit 53, Normal replacement of this type of vehicle is every 13 to 15 years. Replacement is based on age, mileage, dependability, and maintenance costs. The units that are due for replacement were scored and meet Kane County's requirements for replacement.

Due to difficulties in ordering trucks, these trucks will be ordered from the Sourcewell cooperative agreement contract # 060920-KCT. These vehicles are used in the maintenance section of Transportation to clean and maintain County highways during winter operations. The body packages will be bid out and will be taken at a different time. The old units will either be traded in or sold at auction. These 3 vehicles are in the FY24 budget.

Staff recommends approval.

OFFER TO PURCHASE



Date: 12/27/2023
 Deal: 21040
 Branch: 109
 Department: New Sales
 Salesperson: Jeff Heiser

Customer: Kane County Division of Transportation 41W011 Burlington Rd Campton Hills, IL 60175	Dealer: CIT Trucks, LLC. - Rockford 305 W. Northtown Rd. Suite A Normal, IL 61761
---	--

+SOLD UNITS(s)		Price: \$144,344.00
Make: Kenworth	Year: 2025 Model: T480	
<u>ADDITIONAL UNIT CHARGES</u>		
Document Fee		Price: \$350.00
<u>ADDITIONAL UNIT CHARGES</u>		
Title Fee		Price: \$165.00
<u>ADDITIONAL UNIT CHARGES</u>		
License Plate Fees		Price: \$8.00
<u>ADDITIONAL UNIT CHARGES</u>		
Warranty - New KW Medium Duty		Price: \$3,641.00
		Unit Price: \$148,508.00

+SOLD UNITS(s)		Price: \$144,344.00
Make: Kenworth	Year: 2025 Model: T480	
<u>ADDITIONAL UNIT CHARGES</u>		
Document Fee		Price: \$350.00
<u>ADDITIONAL UNIT CHARGES</u>		
License Plate Fees		Price: \$8.00
<u>ADDITIONAL UNIT CHARGES</u>		
Title Fee		Price: \$165.00
<u>ADDITIONAL UNIT CHARGES</u>		
Warranty - New KW Medium Duty		Price: \$3,641.00
		Unit Price: \$148,508.00

+SOLD UNITS(s)		Price: \$144,344.00
Make: Kenworth	Year: 2025 Model: T480	
<u>ADDITIONAL UNIT CHARGES</u>		
Document Fee		Price: \$350.00
<u>ADDITIONAL UNIT CHARGES</u>		
License Plate Fees		Price: \$8.00
<u>ADDITIONAL UNIT CHARGES</u>		
Title Fee		Price: \$165.00

ADDITIONAL UNIT CHARGES

Warranty - New KW Medium Duty

Price:	\$3,641.00
Unit Price:	\$148,508.00
Subtotal:	\$445,524.00
Difference:	\$445,524.00
	\$0.00
	\$0.00
	\$0.00
Deposit	<u>(\$15,000.00)</u>
Net:	\$430,524.00

Balance Due: \$430,524.00

WARR 5Y 100000 MILES ENGINE SAME ON AFTERTREATMENT, TRANS 5 UNLIMITED

ALL TERMS AND CONDITIONS APPLY

TRUCK INSPECTION MUST BE DONE AT CIT ROCKFORD PRIOR TO DELIVERY

ALL PAPERWORK WILL BE DONE ON OR BEFORE DELIVERY AS WILL PAYMENT FOR TRUCKS ON OR BEFORE DELIVERY

ALL SURCHARGES THAT ARE PUT ON TRUCKS BY THE OEM'S WILL BE ADDED TO FINAL PRICE

THE SPEC IS THE WAY WE PRESENT IT ANY CHANGES OR THINGS THAT MUST BE ADDED ARE AT EXPENSE OF KANE CO HY DEPT

THIS IS A OFFER TO PURCHASE NOT A BID

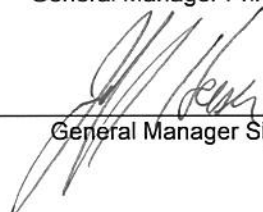
THIS IS PER TRUCK QUOTE, BASE ON ONE TRUCK QUOTE

CONTRACT #060920-KTC

Terms and conditions of this offer are set forth at www.citrucks.com/terms which are incorporated herein by this reference. Purchaser agrees to all terms and conditions in this agreement.



General Manager Printed Name



General Manager Signature

Purchaser Printed Name

Purchaser Signature

**Solicitation Number: RFP #060920****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kenworth Truck Company, Division of PACCAR Inc., 10630 N.E. 38th Place, Kirkland, WA 98033 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship pursuant to the express vehicle warranty and extended warranties provided with all Vendor's vehicles. Vendor does not warrant or accept responsibility or liability for any parts separately warranted, for example, body installations, or engines not manufactured by Vendor (which carry a separate manufacturer's warranty). In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities.

Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order. If a performance bond is requested by a Participating Entity, Vendor's dealer will have sole responsibility to agree to and establish the bond.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the administrative fee amount stated in the Proposal multiplied by the total number of trucks purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, to the extent arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include

there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. Intentionally Omitted.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insurance in accordance with Vendor's risk management practices.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference. If required to file compliance reports, Vendor will provide AAP and EEO1 reports only.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Kenworth Truck Company,
Division of PACCAR Inc.

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

DocuSigned by:
By: Mike Kleespies
0B8F148A584040E...
Mike Kleespies

Title: Director of Operations &
Procurement/CPO

Title: Director Medium Duty Sales

Date: 8/24/2020 | 3:43 PM CDT

Date: 8/24/2020 | 2:26 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO

Date: 8/24/2020 | 3:44 PM CDT

RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Kenworth Truck Company, Division of PACCAR Inc.
Address: 10630 N.E. 38th Place
Kirkland, Washington 98033
Contact: Mike Kleespies
Email: mike.kleespies@paccar.com
Phone: 813-455-1248
HST#: 916029712

Submission Details

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Submitted By: Mike Kleespies
Email: mike.kleespies@paccar.com
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Submitter's IP Address: 165.225.223.59

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Kenworth Truck Company, Division of PACCAR Inc.
2	Proposer Address:	Division Headquarters: 10630 N.E. 38th Place Kirkland, Washington 98033 (425) 828-5000 PACCAR Inc. 777 106th Ave Ne Bellevue, WA, 98004 (425) 468-7400
3	Proposer website address:	www.kenworth.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Kleespies Director Medium Duty Sales 8338 Golden Prairie Dr Tampa, FL 33647 mike.Kleespies@paccar.com 813-455-1248
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Kleespies Director Medium Duty Sales 8338 Golden Prairie Dr Tampa, FL 33647 mike.Kleespies@paccar.com 813-455-1248
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	none

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The Kent and Worthington family starting building trucks in 1915 and formed Kenworth in 1923. In 1944, PACCAR purchased Kenworth Trucks. Kenworth Truck Company is a Division of PACCAR Inc. The Kenworth mission is to engineer, manufacture, and market "THE WORLD'S BEST" trucks and services. We will accomplish our mission through commitment to employee development, agile business processes, and unsurpassed customer satisfaction. Our vehicles will be first in technology and best in class as defined by the top outside rating agencies.</p> <p>CORE VALUES:</p> <ul style="list-style-type: none"> • Our People – Encourage a culture that values and empowers employees through open communication, integrity and teamwork. Provide a safe environment for employees to work and grow. • Our Product – Lead the industry in technologically advanced products and services while maintaining the Kenworth reputation as a custom, high quality, premium value vehicle. • Our Business – Operate according to sound business principles, guided by strong ethics to achieve profit and performance goals. Enhance Kenworth's reputation as a leader within the industry and in our communities. • Our Customers – Enable the success of dealers and customers by understanding their unique requirements and by providing reliable, innovative custom products and services. • Our Partners – Create an environment that encourages cooperation between PACCAR divisions to capitalize on individual strengths while maintaining brand identity. Foster supplier relationships to ensure mutual value and success. 	*
8	What are your company's expectations in the event of an award?	Similar to what we're doing now with the current class 6,7, & 8 chassis award. We will continue to engage the entire Kenworth dealer network throughout the United States and Canada to work with members and offer the entire lineup of Kenworth brand commercial trucks, all types of truck related equipment, transportation, finance and lease, and maintenance and repair parts solutions that meet members specific fleet needs.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	PACCAR Inc. has enjoyed over 100 years of superior performance with a positive net profit over the past 81 consecutive years. PACCAR achieved record revenue in 2019 of \$25.6 billion and net income of \$2.39 billion. PACCAR has paid a yearly dividend since 1941.PACCAR has an A+/A1 Credit Rating. The 2019 annual report is uploaded in supporting documents.	*
10	What is your US market share for the solutions that you are proposing?	Kenworth had US 2019 year end class 8 market share of 15.6%. Kenworth had US 2019 year end class 6 and 7 market share of 8.7%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Kenworth had Canada 2019 year end class 8 market share of 15.4%. Kenworth had Canada 2019 year end class 6 and 7 market share of 10.8%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	B) Kenworth Truck Company is a truck manufacturer. The primary sales force is through our independently owned and contracted dealers located throughout the United States and Canada. Our contracted dealers sell and service Kenworth brand commercial trucks in the class 5, 6, 7 and 8 class. The Kenworth dealers will prepare the complete vehicle solutions for the members. In addition, Kenworth employs approximately 50 field sales personal located throughout the U.S. and Canada that support dealer sales personnel in preparing vehicle quotes, offers and after sales support to assist in meeting end user needs. These individuals are employees of Kenworth Truck Company.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All contracted dealers are required to have vehicle dealer licenses and other certifications as required by the applicable state and local laws.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> - 2019 Kenworth Recognized as Top Workplace for Women in Transportation - 2019 National Association of Manufacturers (NAM) Manufacturing Leadership Award to Kenworth Chillicothe Ohio Plant. - 2018 Paccar Ste. Therese Plant Receives Frost & Sullivan Manufacturing Leadership Award. - 2018 Kenworth Renton Plant receives King County Environmental Honor - 2017 Kenworth Chillicothe Plant named Best Place to Work in Ross County - 2017 Kenworth Chillicothe Plant receives "Encouraging Environmental Excellence" Award from Ohio EPA - 2016 Kenworth Chillicothe Plant earns AEP Ohio Energy Efficiency Award - 2016 Gold Award from the King County Industrial Waste Program to our Chillicothe truck manufacturing facility. - 2015 Kenworth T880 Vocational Truck Named ATD Truck of the Year - 2015 Kenworth Renton Plant earns Best Workplace for Waste Prevention and Recycling Award <p>A copy of press release for each award is also uploaded in the additional documents section.</p>
17	What percentage of your sales are to the governmental sector in the past three years	Approximately 5%
18	What percentage of your sales are to the education sector in the past three years	Less than 1%
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	2016 to 2020 Sourcewell contract for class 6,7 & 8 vehicles. All other state or cooperative purchasing contracts are held with various Kenworth dealers throughout the United States and Canada. For example: Florida Sheriffs Association annual contract award includes dealers Kenworth of Jacksonville, Kenworth of Central Florida, and Kenworth of South Florida.
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None. A GSA contract is held by a Kenworth dealer (Central Truck Center) with approximately 20 to 40 units sales per year.

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Cullman City	Wesley Moore	256-775-7110
City of Prattville	Dale Gandy	334-850-0726
Jefferson County	Mike McDermotte	205-325-5101

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Jefferson County	Government	Alabama - AL	Class 8 trucks	53 trucks	Approx. \$7 million
Dekalb County	Government	Georgia - GA	Class 8 trucks / many natural gas	41 trucks	Approx. \$8 million
State of TN	Government	Tennessee - TN	Class 7 trucks / dump w/plow	43 trucks	Approx. \$5 million
MN State Govt	Government	Minnesota - MN	Class 8 trucks	35 trucks	Approx. \$4 Million
Baldwin County	Government	Alabama - AL	Class 8 trucks	19 trucks	Approx. \$2.5 Million

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	Kenworth Dealer Sales Force - It's estimated that there are over 1500 trained and dedicated sales personnel at over 400 Kenworth dealer locations. Nearly all Kenworth dealers currently conduct some level of sales to Sourcewell members through the current contract or through direct bidding. All truck salespeople at Kenworth dealers are trained and engaged daily in the specification development, truck equipment solicitation and coordination, quote development and order fulfillment of commercial trucks in all segments of the industry. Supporting the dealer sales personnel are 50 plus Kenworth Truck Company field personnel throughout U.S. and Canada.
24	Dealer network or other distribution methods.	Over 400 Kenworth dealer locations across U.S and Canada. A list of dealer location is uploaded to supporting documents.
25	Service force.	Kenworth Dealer Parts and Service departments – After sale warranty, parts, maintenance and repair service is provided and managed through the 400 plus Kenworth dealer locations. Each location includes a service and parts department to support members maintenance, repair and parts needs. In addition, Kenworth Truck Company employs a field support group to assist dealers as needed to meet member's needs.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>- Kenworth dealers have developed processes and procedures to respond to customer service needs for vehicle maintenance and repairs. Most dealers have target guidelines to assure the highest level of customer service.</p> <p>- Dealers are required to have trained technicians, extended hours of operation, create and use an express lane bay to rapid diagnostics in order to reach the goal of Premier Care Gold Certified Dealer.</p> <p>- Premier Care Gold Certified Dealer must meet certain criteria and standards to reach this status. Kenworth's PremierCare Gold Certified dealer network is committed to maximizing the productivity by offering expedited diagnostics, world-class service, mobile roadside assistance and a premium driver's lounge.</p> <p>* Expresslane - When the unexpected happens, PremierCare ExpressLane provides an expert diagnosis and estimate of the time and cost of repair — within two hours. Every Kenworth PremierCare Gold Certified dealership has dedicated ExpressLane technicians to support the two-hour diagnosis.</p> <p>* Factory-certified technicians with advanced engine training and immediate access to a vast inventory of quality parts to streamline service solution. Every PremierCare Gold certified location offers extended evening and weekend hours. TruckTech+ professionals can help diagnose issues leveraging Kenworth's TruckTech+ remote diagnostics system, before the truck arrives at the dealer.</p> <p>* Kenworth PremierCare Roadside Assistance is on call 24 hours a day, 365 days a year to connect you with the help you need anywhere in North America. 1-800-KW-ASSIST puts you in touch with a highly trained Kenworth truck specialist who can manage emergency service and unplanned repairs, schedule preventive maintenance and expedite parts ordering.</p> <p>- In the event of a breakdown on the road; PremierCare at 1-800-KW-ASSIST will identify the closest certified dealer, then contacts that dealer and arranges towing if needed and schedules the service into the shop, then tracks the repair to completion. This is a service to help manage the breakdown, warranty and/or payment if required.</p> <p>- We also have Truck Tech + which is our onboard/mobile diagnostics which allows the customer to see what is going on with their fleet health as well as locate the closest dealer. As this system progresses it will also alert customer which locations have the parts in stock and how quick the closest dealer will be able to get truck into shop.</p> <p>- KW Customer Satisfaction Process: KCSS is the program KW truck company uses to contact customers and rate their experiences with product and recent service visits. We are then notified and make contact with customer to resolve any outstanding issues. Many Kenworth dealers also have their own internal customer satisfaction standards and practices.</p>
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have been successfully providing a large quantity of commercial trucks to U.S. members through the current Sourcewell contract. The quote activity is strong and sales volume has increased year over year. This will continue to grow as we continue to aggressively support the member needs.
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have been delivering a small quantity of trucks to Canadian entities through the current Sourcewell contract. The quote activity is growing and sales growth anticipated. This will be supported with dealer training and specific topics addressing Canada separately.

29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The Kenworth dealer will seek quotes for additional freight and other related services that are required for shipping to these destinations. No other requirements or restrictions would apply.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The primary method of promoting this contract will be through our dealers. We have a Sourcewell supporting program in place that all Kenworth dealers see on our main internal website. Nearly all of our dealers are already engaged with the Sourcewell contract and sales activity. They promote through personal contact with members, distribution of flyers, open house events, and use of other printed material (examples uploaded to supporting documents) - Many dealer participate in regional shows targeted to the government and municipal sector. We push and encourage dealer participation primarily due to the contract award and to develop promotional materials to display and hand out at the shows. - We issue a press release each year when pricing is updated on the contract and will continue to do so. (copy of a past press release uploaded) - Additional marketing materials continually developed. We promote the Sourcewell contract at trade shows that Kenworth Truck Company participates directly.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Kenworth website is the main site for reference to all models, information, and directory to all Kenworth dealers. Additionally, we promote through many social media platforms like Facebook, Twitter, and LinkedIn. Kenworth also utilized a YouTube page which has useful information on our models as well as customer testimonials. Kenworth has it's own phone App which allows anyone to access information about Kenworth models and dealer locations with their smartphone.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Kenworth Truck Company, and all the Kenworth dealers are promoting the benefits to members cooperatively. Sourcewell's role is to help training the dealers about the benefits and continual development of how to approach, listen and respond to members needs. The benefits that members enjoy in using cooperative contracts mirror the benefits that Kenworth Truck Company and all Kenworth dealers enjoy as well. Every day a Kenworth dealer someplace in the United State and Canada is working with a member or potential member to quote equipment to meet a specific need. We have already integrated the process to quote complete vehicle solutions to member using the awarded contract. The process is similar to the normal sales process and is constantly being refined to provide members superior service and responsiveness.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Given that one of our strengths is the ability to custom design and build the ideal long lasting high quality commercial truck, an e-procurement system isn't feasible.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Kenworth dealer salespeople provide truck chassis operator instructions to customers as needed upon delivery of the vehicle. In situations where a unique body is involved, typically the salesperson will bring along that specific vendor representative to provide operator instructions and answer any related questions. - Additional operator training and/or maintenance and repair training, usually conducted as a training event, are typically provided to a group of individual upon request and any costs associated with this type of training would be mutually agreed upon between the Kenworth dealer and member.	*

37	Describe any technological advances that your proposed products or services offer.	<p>Safety: Nearly all Kenworth models are available with Bendix roll stability control, Bendix collision mitigation systems (such as Wingman Fusion) and Meritor collision mitigation systems (such as On-Guard) that enhance driver safety. These systems offers active braking and collision avoidance through forward looking radar and windshield mounted camera with optional video recording. Side object detection is also optional.</p> <p>- Fuel Economy: Kenworth has improved powertrain fuel efficiency by utilizing automated transmissions that have shift points and neutral coast modes which are programmed to be optimized with our Paccar MX engine. Driver aids can also be optioned which help coach the driver to drive more efficiently. These features include driver performance assistant, driver shift aid, driver rewards, and progressive shifting. Multi Torque engines can also be optioned which reduces the amount of torque available to the driver until the vehicle is in the top 2 gears.</p> <p>- Other technological advances available on select models includes NavPlus HD, which features a true truck GPS navigation system, and TruckTech+. TruckTech+ is an innovative technology that helps diagnose and solve potential problems — before they impact the operation and assure maximum uptime. This includes potential over the air updates to MX engines. This technology is standard on Kenworth models with a PACCAR MX-13, MX-11, or Cummins X15 engine, the system delivers:</p> <ul style="list-style-type: none"> • Instant notification of actionable engine and aftertreatment fault information. • Fault codes are accompanied by a plain language explanation of the problem and a proposed course of action — immediately empowering the driver and/or fleet manager to make the right decision. • Proactive diagnostic and repair planning assistance with detailed analysis of critical fault codes — before the truck arrives at the shop. 	*
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Kenworth now offers a medium duty electric vehicle in class 6 or class 7 weight range. We also offer a wide range of natural gas engines in vehicles class 6, 7 and 8. An all electric class 8 vehicle will be available added to this contract in 2021. A hydrogen fuel cell / electric vehicle class 8 vehicle will be available and added to this contract at a future date to be determined.</p> <p>Kenworth has been awarded three government grants that support low emissions projects involving Kenworth Day Cabs targeted for use as drayage tractors in Southern California ports. The first two projects are funded by the U.S. Department of Energy (DOE) Office of Energy Efficiency and Renewable Energy (EERE), with Southern California’s South Coast Air Quality Management District (SCAQMD) as the prime applicant. Kenworth has built near zero and zero emissions tractors to transport freight from the Ports to warehouses and railyards.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Kenworth was awarded Environmental Protection Agency’s Clean Air Excellence award in the past in recognition of its environmentally friendly products. We continually progress with advanced technologies that reduce green house gas emissions and offer truck models that include zero and near zero emissions.</p> <p>Although not required any longer, a number of Kenworth models are available as SmartWay Certified. The EPA SmartWay Transport Partnership is an innovative collaboration between the EPA and freight industry, designed to improve energy efficiency and reduce emissions.</p>	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>There are two known WMBE Kenworth dealers: Kenworth of Louisiana (Jodie Teuton) and Rihm Kenworth (Kari Rihm). Additionally, Kenworth Truck Company was recognized in 2019 as a top workplace for women in transportation. Copy of press release uploaded to documents section.</p>	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Kenworth designs and build superior quality, highly customized commercial vehicles from class 5 through 8. Our focus is on high quality, long lasting, extremely durable, and customizable cab and chassis to be matched with truck related equipment. For example, we offer customer frame layouts that allow a member or truck equipment manufacturer to determine where they want frame mounted equipment to match a specific body exactly. We also offer commercial trucks to help meet sustainability goals. This includes trucks with: natural gas engines, fully electric medium duty and heavy duty drivetrains, and future units with hydrogen fuel cell technology.</p>	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Regarding all Kenworth products, that depends on the specific model and components selected. Some components are covered by their respective manufacturer. For example, Cummins Engines are covered under a Cummins warranty. Cummins warranty service is available at Kenworth dealers and claims passed through to Cummins directly. Another example is with Allison transmissions. These transmission are warranted by Allison, and unless the Kenworth dealer is an authorized Allison warranty location, the Kenworth dealer would normally arrange for the transport and coordination of the repair with the local Allison authorized repair center. Add on bodies or other truck related equipment are covered by those respective suppliers. The selling dealer usually work cooperatively with the supplier to manage the warranty repair with the appropriate sub-contractor. Parts and labor is included in all the standard warranties with Kenworth. Cummins, Allison, TEM equipment, other components and add on devices typically cover parts and labor as well, but are specific to those items. The Kenworth base chassis and various engine warranties are uploaded in the documents section.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	If a Kenworth truck is used in what is defined as a sever service application, a specific standard warranty is defined separately for units that fall into this category. Severe service definition and the specific warranty is included in the warranty documents uploaded.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Each breakdown situation is unique. Kenworth dealers are trained to make judgment decisions necessary to determine the optimum method to resolve a warrantable breakdown. If the breakdown is within the first 6 months or 100,000 miles, and if the dealer has the resources and capability and determines that a technician road call is the best alternative; the dealer is reimbursed for such calls under a Kenworth warrantable repair.
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Kenworth authorized dealers are located in all U.S. states and throughout Canada. A list of the 400 plus locations is uploaded to the documents section. Locations can also be found via the dealer locator at www.kenworth.com . Kenworth warrantable repairs must be performed by an authorized Kenworth dealer location. Note that certain component warrantable repairs may be performed by any authorized location of that specific component make.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Components added during primary chassis assembly at the Kenworth factory will pass through Kenworth Truck Company if the warrantable repair is performed at an authorized Kenworth dealer. Claims pass through Kenworth to the original manufacturer. Bodies and other related add on equipment are warrantable by those specific equipment manufacturers or service providers. In many situations, if the Kenworth dealer is capable of providing the warrantable repair needed on a body or other truck related equipment, the truck equipment manufacturers will allow the Kenworth dealer to make the repair on their behalf.
47	What are your proposed exchange and return programs and policies?	No exchange or return program exists since each truck is custom made to the specifications needed by the member. However, any exceptions would be at the discretion of the selling Kenworth dealer.
48	Describe any service contract options for the items included in your proposal.	Service contract options are available separately through the local Kenworth dealer. Add on contract options would be priced the same as extended warranties (Dealer sales department cost plus no more then 5% markup). They can be offered and included in the truck offer when quoted or added on after delivery within 12 months. This includes offers from Paccar Leasing Company, a Division of PACCAR Inc., that offers full maintenance lease, rental units, contract maintenance and other fleet services that may be included during the complete vehicle solution to meet the members needs. Many Kenworth dealers are engaged in this type of business and can offer these services to members.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
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49	What are your payment terms (e.g., net 10, net 30)?	Payment is net 15 days after released from the Kenworth factory assembly plant with freight prepaid to the first destination in the continental U.S., or Canada. Or, as mutually agreed upon between the Kenworth dealer and member as appropriate since most units will then have a body installed and each offer is unique to meet the member's needs.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes, Kenworth dealers will work with Paccar Financial or other financial institutions as needed to meet member's needs.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>All vehicle offers and orders will be through a Kenworth authorized dealer. No orders can or will be accepted by Kenworth Truck Company directly. The anticipated process would be as follows:</p> <ol style="list-style-type: none"> 1. Member and the local Kenworth dealer seek each other out to resolve a specific member commercial vehicle need. 2. Dealer Salesperson determines specific commercial vehicle needs through questioning. This includes the intended purpose, vehicle capacity required, the geographic environment, the specific body characteristics and functions required, and any other relevant information needed to prepare a comprehensive vehicle solutions offer. 3. Dealer Salesperson determines truck model and generates compatible specifications that meet the members need, meet the specific body installation need, and meets local road regulations and any other requirements. The Kenworth PremierSpec report generated will show the proposed chassis specification and total list price (also shown as Total Adjusted Price) equal to the base model list plus all the selected chassis options. This is the list price that the member discount will apply and include freight to the first continental U.S., or Canada for Canadian members, destination after chassis assembly at the Kenworth factory assembly plant. 4. If applicable, dealer salesperson will seek competitive quotes for any required body, special services (i.e. body swap or other vehicle modification), truck related equipment, special transport requirements, special storage requirements, or any other item or service needed to meet the members need and offer and complete solution. 5. Dealer Salesperson calculates chassis pricing using the appropriate member discount factor by Kenworth model and any surcharge applicable based on minimum list thresholds, plus any body, equipment, extended warranty, etc. markup no more than dealer sales department cost plus 5%, plus any national, state or locally required taxes, fees, tag, title, etc. Salesperson presents a comprehensive commercial vehicle offer with proposed terms and conditions to member. 6. Member and dealer salesperson/dealer management mutually agree on all aspects of the proposed offer including final specification of the truck chassis, body specifications and other goods, total sales price, final terms and conditions and any tag, title, tax or other government mandated fees that are required. Dealership presents member with truck order documents. 7. Member issues and offers formal purchase and/or signing of dealer truck order to dealer salesperson and management. 8. Dealer accepts members order. 9. Dealer salesperson orders chassis with tracking code, orders all bodies and equipment and coordinates all activities through final delivery to fulfill the member order. 10. Upon delivery, member acceptance and member payment; dealer will register delivery of the vehicle in the Kenworth system. At the end of each calendar quarter, Kenworth sales administration will generate a list of all vehicles sold and delivered in the quarter and remit total fee. The report form will include: Member name, address, and member number. Model name, Kenworth unit number (last 6 of the VIN), and the total gross dollar sale amount. 11. Kenworth Truck Company will follow up with a standard customer survey to assure members total satisfaction. Any response deemed unacceptable will be forwarded to the Kenworth dealer for follow-up with the member for rectification. 12. Periodic and random audits will be conducted as deemed necessary to assure compliance with the member pricing, terms, and reporting requirements. 	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card payment process is typically not used for commercial truck procurement. However, this would be mutually determined between the member and the selling Kenworth dealer.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Pricing is based on the Kenworth truck model, custom list price generated, less the member discount, plus any surcharge for the specific model depending on final list amount compared to minimums listed in the pricing matrix.</p> <p>Truck Chassis Pricing: The member price for a custom spec'd Kenworth chassis is the total list price, also known as the Total Adjusted Price in the PremierSpec report, less the member discount (member discount matrix uploaded to documents) plus any surcharges based on minimum list prices for the specific applicable Kenworth Model. This calculated member price includes the standard freight from Kenworth factory assembly plant to the first delivery destination in the continental U.S., or Canada for Canadian members.</p> <p>See the uploaded member discount matrix schedule with the specific discounts by Kenworth truck model, minimum list requirements, instructions and a pricing example that includes a sourced body.</p> <p>Member price for all vehicle bodies and equipment needed to offer a complete vehicle solution will be at Kenworth dealer sales department cost plus no more than 5%. This includes all potential truck mounted bodies, add on equipment, special training requests, additional or special manuals, special software and/or hardware, special subscriptions (online technical information access for example), special transportation (other than the transport included from the chassis assembly plant to the first specified delivery location which is included in the member chassis pricing), any and all truck related type services (for body swap from old chassis to new chassis for example) and any mutually agreed upon storage costs for long lead time body installations or services.</p> <p>Member prices for all electric vehicle support services, infrastructure analysis, and charging systems pricing will be quoted at dealer sales department cost plus no more than 5%.</p> <p>Extended Warranties: All extended warranties offered by the Kenworth dealer for any manufacturer or item will be priced at dealer sales department cost plus no more than 5%.</p> <p>Additional pricing detail: Kenworth Truck Company builds custom truck cab and chassis and each unit, or order of multiple identical units, is unique. Kenworth dealers use the Kenworth PremierSpec sales tool to generate a buildable unit that meets an end user's specific need. The sales tool will generate a report with the base list price plus all the required options list price and calculate a total list price, shown in the report as Total Adjusted Price (w/o freight & warranty & surcharges). This is the total list price that the applicable model discount is applied. It is important to note that all Kenworth models base chassis list price is just a starting point and typically cannot be ordered and built without adding additional chassis options required to create a compatible and buildable unit.</p>
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discounts provided in this response range approximately from 12.6% to 49.3% depending on specific model. See the included member discount matrix schedule off list price. Note that each unit is custom designed and list price very depending on final specifications to meet member needs. .
55	Describe any quantity or volume discounts or rebate programs that you offer.	The discounts included in this offer includes discounts that take into account the total potential volume of all member purchases combined.

56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>All sourced goods and services will be priced at the Kenworth dealer sales department cost plus no more than 5%.</p> <p>The Kenworth dealer will solicit offers from sub-contractors for sourced goods and services needed to offer a complete vehicle solution that meets the members need. These sourced goods and services include, but are not limited to, any truck body, trailers, truck equipment, tools, support devices, parts and/or maintenance parts kits to be included with the chassis, additional or custom manuals, software, subscriptions, special transportation (other than the standard transportation included in the chassis price to the first delivery destination after the Kenworth factory assembly plant), requested training, extended warranties, and any specialized body or specialized service. Chassis storage costs may also be quoted, if needed and agreed upon between member and dealer, to store a chassis waiting for a long lead time body or service installation. An example of some of the common sourced bodies are dumps, mixers, vans, flatbeds, cranes, booms, conveyors, extension, service bodies, sweepers, scissor, refuse, maintenance, reefers, auto carrier, wrecker, logger, pump, tank, drilling, fire service, oil service, beverage, pot hole patcher, utility, block, pumper, rescue, ambulance, transport, vacuum, repair, fork lift, derrick, bulk, hopper, asphalt, bucket, lift, marine, slinger, hook, roll-on/off, roll-back, and knuckleboom. An example of common add on truck equipment is fairings, pintle hook, trailer brakes and electrical connections, sleepers, crewcab modifications, bulkhead, GPS devices, etc. An example of some specialized services are body swaps, body modifications, chassis wheelbase modifications, specialized training, maintenance program, etc. An example of special transportation that might be requested and required would be when needed truck related equipment, a body for example, is assembled and installed on incomplete truck chassis beyond the members community. Or when the members location requires specialized transport such as Hawaii or Alaska</p> <p>Extended warranties for base chassis, engines, transmissions, bodies or any other truck related option or combination will be offered through Kenworth dealers at dealer sales department cost plus no more than 5%.</p>	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All federal, state, or local taxes, fees, tag, title, permit, or other miscellaneous requirements are not included. These costs will be determined by the Kenworth dealer as required with each unique state and member offering.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Member chassis pricing (total list price less member discount by model) includes transportation from the Kenworth factory assembly plant to the first specified delivery location in the continental United States, or Canada for Canadian members. This does not include additional transport required to deliver to Alaska, Hawaii or other U.S. territories. Additional transportation services, such as transport from a body company to dealership and then to members location, will be priced at the Kenworth dealer sales department cost plus no more than 5%.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Member chassis pricing includes transportation from the assembly plant to the first specified delivery location. This could include a port in the continental United States, or Canada for Canadian members. Additional ocean, rail, flatbed, or other transport service required to deliver to Alaska, Hawaii or off shore would be priced at the Kenworth dealer sales department cost plus no more than 5%.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If a member were to require expedited shipping from the Kenworth factory assembly plant in a manner that is not customary, an additional amount above and beyond the included transportation from assembly plant would be quoted and priced at the Kenworth dealer sales department cost plus no more than 5%. Example: single drive or trailer transported delivery in lieu of 3 or 4 way combination to expedite delivery time.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	A Kenworth dealer sales program is published supporting the Sourcewell contract. This is posted on an internal website that outlines the procedures, process, and compliance requirements. This will include the mandatory Sourcewell tracking code the dealer must add to allow a new order to qualify. Kenworth administration will generate a list of all units delivered to members and warranty registered in the Kenworth system quarterly. The report is generated by matching the tracking code against all Kenworth registered units in the quarter. A resulting report will display the chassis vehicle number (last 6 of the VIN), selling dealer name, and purchasing member name, etc. This will then allow Kenworth administration to determine the total fee to remit. Periodic and random audits will be conducted with dealers and documents reviewed to assure compliance with the Sourcewell contract. This includes pricing calculations and general terms per the contract and supporting Kenworth program.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The proposed administrative fee to Sourcewell is \$750 per unit.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>All products and services offered in this proposal are in cooperation and through our authorized and contracted Kenworth dealer network. No products or services are offered for purchase directly from Kenworth Truck Company.</p> <p>The products include the entire Kenworth brand truck product line of class 5, 6, 7, and 8 vehicles with gross vehicle weight ratings from 16,000 lbs. to 80,000 lbs. or more. The base models are: T170, T270, T370, K270, K370, T440, T470, T680, T800, T880, W900, W990 and C500. New / future models will be added as they become available. This includes all possible factory assembled sales code options included in published data books and non-published factory options (NPO items).</p> <p>All truck body types, equipment, tools, support devices, and services to be installed or provided after chassis assembly are to be included in the contract. These will be offered through Kenworth dealers at the time of truck chassis quotes in order to provide a complete vehicle solution. Kenworth dealers will solicit offers from TEM's or other entities for the necessary equipment or services required to meet the needs of the specific member. This includes, but is not limited to, truck bodies and related equipment such as trailers, dumps, mixers, vans, flatbeds, cranes, booms, conveyor, bulkhead, crewcab, sleeper, extension, service bodies, sweepers, scissor, refuse, maintenance, reefers, auto carrier, wrecker, logger, pump, tank, drilling, fire service, oil service, beverage, pot hole patcher, utility, block, pumper, rescue, ambulance, transport, vacuum, repair, fork lift, derrick, bulk, hopper, asphalt, bucket, lift, marine, slinger, hook, roll-on/off, roll-back, fairings, tractor, pintle hook, parts and parts kits, manuals, software, and any specialized body or specialized service. An example of some specialized services are body swaps, body modifications, chassis wheelbase modifications, specialized training, etc. Special transportation service will be offered by Kenworth dealers in addition to the standard transport provided as needed depending on the unique need with each members solution. This is typically required when a truck body and/or other related equipment is assembled and installed on incomplete truck chassis beyond the members community. Or when the members location requires specialized transport such as Hawaii. Extended warranties for base chassis, engines, transmissions, bodies or any other truck related optional extended warranties are offered through Kenworth dealers. Kenworth Truck dealers will work directly with members to develop a complete vehicle offering that meets the members specific needs (vehicle solution). Kenworth dealers will develop the final chassis specifications with a mix of the available published and unpublished sales codes that meet the members custom vehicle needs. Kenworth dealers and member will mutually agree upon the final delivery and payment terms depending on the scope of the complete vehicle solution.</p> <p>All quotes, offers, final agreed upon terms and conditions, sale, delivery and after sales services will be agreed upon between Kenworth dealers and members. All U.S. and Canadian Kenworth dealers are engaged and encouraged to grow relationships and sales with members to meet each members unique and specific commercial vehicle transportation need.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Repair parts and/or repair services - Repair and maintenance parts and/or repair and maintenance service are needed by members for both Kenworth and other branded commercial trucks already in service with the members. A solution within the Sourcewell contract has been requested by members. It is out intent is to engage Kenworth dealers to enter into participating addendum contracts with member that would include discounted and predetermined parts pricing and/or maintenance and repair service pricing. These participating addendum contracts would be specific for the local market and in support and within the scope of this Sourcewell contract.</p> <p>Traditional finance or lease products including municipal lease options. Kenworth dealers will solicit offers from sub-contractors, such as, but not limited to, Paccar Financial to meet the specific member's needs.</p> <p>Full Maintenance Lease options through PACCAR Leasing and dealer leasing divisions is also available. This includes vehicle rentals, lease with all maintenance included or maintenance only options.</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments	
66	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kenworth offers many class 8 highly customizable models and has plans to offer a class 8 fully electric model in 2021.	*
67	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kenworth offers three class 7 highly customizable models in both conventional and cabover configuration including a fully electric model.	*
68	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kenworth offers three class 6 highly customizable models in both conventional and cabover configuration including a fully electric model.	*
69	Class 5 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kenworth currently offers 1 class 5 model. But additional model may be added.	*
70	Class 4 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Kenworth currently does not offer a class 4 vehicle, but may do so and add to the contract any future models that fit this weight class.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Most of the metrics to determine success are already in place with the current contract Kenworth enjoys. This includes quote activity by quarter, units ordered quarterly, total units ordered year to date, total units ordered inception to date, units delivered each quarter, quarter vs quarter deliveries and overall growth, and Kenworth delivery performance percentage compared to other contracted OEMs by state and overall.
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	Kenworth currently offer a class 6 and class 7 fully electric commercial truck. A class 8 fully electric commercial truck is planned for introduction in 2021. Supporting these electric truck offering, Kenworth plans to offer infrastructure analysis in cooperation with contracted partners and offer special pricing on electric charging systems. These systems and analysis can be quoted by the Kenworth dealer per the contract pricing matrix in cooperation and a Kenworth truck quote. Additionally, a full range of class 7 and 8 natural gas vehicles are offered. A class 6 natural gas offering is planned for 2021 and will be added to this contract.
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	<p>Kenworth chassis are assembled with 120,000 PSI, North American steel. We also offer several different frame rail sizes up to 11-5/8" in order to accommodate each application. Kenworth also offers heavy duty bolted crossmembers which provide superior strength, durability, and serviceability over standard welded or stamped steel crossmembers. Each order is analyzed by a team of engineers to make sure that the chassis is spec'd properly and will be capable of the intended service.</p> <p>Kenworth uses high strength aluminum cabs and overall high quality materials and components. The Kenworth conventional product line utilizes aluminum cab construction which has been proven in the field to have industry leading durability. Not only are aluminum cabs lighter than stamped steel, they are also corrosion resistant. Because Kenworth was founded by building rugged vocational trucks, our cabs need to be able to withstand logging roads and other severe duty off road applications. Kenworth offers a wide array of safety related options including automatic traction control, roll stability, collision avoidance systems such as Bendix Wingman Advanced and Bendix Fusion that includes collision avoidance and lane departure, side object detection systems, smart steering wheels for hands on controls, and other driver safety systems that continually enhance driver comfort and safety.</p>
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Truck Tech Plus is now available on nearly all Kenworth models with Paccar or Cummins engines. This technology allows fleet operators as well as the internal Kenworth team to monitor the truck's status and overall health while on the road. Not only is Truck Tech Plus a remote diagnostics system, it also provides insights as to what is actually triggering the fault rather than just displaying error codes. Once a fault is detected, the severity is determined and the driver can be advised to immediately find the next dealership or whether the fault can be addressed at the next scheduled service in order to maximize the amount of uptime. Over the air remote engine updates are also available on select engines and configurations.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - paccar-2019-annual financial report.pdf - Thursday May 28, 2020 16:29:19
 - [Marketing Plan/Samples](#) - Marketing support docs.zip - Thursday May 28, 2020 16:45:51
 - [WMBE/MBE/SBE or Related Certificates](#) - Women in Trucking Award.docx - Thursday May 28, 2020 16:29:38
 - [Warranty Information](#) - Kenworth Warranty Documents.zip - Thursday May 28, 2020 16:29:57
 - [Pricing](#) - Member Pricing Matrix for Kenworth Trucks.pdf - Thursday June 04, 2020 12:28:28
 - [Additional Document](#) - Kenworth Additional Supporting Docs.zip - Tuesday June 09, 2020 12:15:59

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mike Kleespies, Director, Medium Duty Sales, Kenworth Truck Company, division of PACCAR Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Class_4-8_Chassis_RFP060920 Wed June 3 2020 07:52 AM	<input checked="" type="checkbox"/>	--
Addendum_10_Class_4-8_Chassis_RFP060920 Wed May 27 2020 03:40 PM	<input checked="" type="checkbox"/>	--
Addendum_9_Class_4-8_Chassis_RFP060920 Tue May 26 2020 02:51 PM	<input checked="" type="checkbox"/>	--
Addendum_8_Class_4-8_Chassis_RFP060920 Thu May 21 2020 01:21 PM	<input checked="" type="checkbox"/>	--
Addendum_7_Class_4-8_Chassis_RFP060920 Mon May 18 2020 03:30 PM	<input checked="" type="checkbox"/>	--
Addendum_6_Class_4-8_Chassis_RFP060920 Wed May 13 2020 04:40 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Class_4-8_Chassis_RFP060920 Tue May 12 2020 10:00 AM	<input checked="" type="checkbox"/>	--
Addendum_4_Class_4-8_Chassis_RFP060920 Mon May 4 2020 01:24 PM	<input checked="" type="checkbox"/>	--
Addendum_3_Class_4-8_Chassis_RFP060920 Wed April 29 2020 03:45 PM	<input checked="" type="checkbox"/>	--
Addendum_2_Class_4-8_Chassis_RFP060920 Wed April 22 2020 01:14 PM	<input checked="" type="checkbox"/>	--
Addendum_1_Class_4-8_Chassis_RFP060920 Fri April 17 2020 12:32 PM	<input checked="" type="checkbox"/>	--

Unit # 41

2003 Sterling

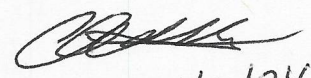
Plow Truck

REPLACEMENT GUIDELINES CALCULATION SHEET

Light Vehicle Replacement Guidelines

Factor	Points
Age 21	One point for each year of chronological age, based on in-service date.
Miles/Hours 6	One point for each 10,000 miles of use. 61,738
Type of Service 5	1, 3, or 5 points are assigned based on the type of service that vehicle receives. For instance, a police patrol car would be given a 5 because it is in severe duty service. In contrast, an administrative sedan would be given a 1.
Reliability 3	Points are assigned as 1, 3, or 5 depending on the frequency that a vehicle is in the shop for repair. A five would be assigned to a vehicle that is in the shop two or more times per month on average, while a 1 be assigned to a vehicle in the shop an average of once every three months or less.
Maintenance and Repair Costs 3	1 to 5 points are assigned based on total life maintenance and repair costs (not including repair of accident damage). A 5 is assigned to a vehicle with life M&R costs equal or greater to the 50% of vehicle's original purchase price or 100% of the trade-in value of the vehicle, while a 1 is given to a vehicle with life M&R costs equal to 20-percent or less of 50% its original purchase cost or 50% of the vehicle's trade-in value. (attach copies of repair estimates or written summary of required repairs and source(s) of estimates)
Condition 2	This category takes into consideration body condition, rust, interior condition, accident history, anticipated repairs, etc. A scale of 1 to 5 points is used with 5 being poor condition. (attach photograph)
Point Ranges	
Under 18 points	Condition I Excellent
18 to 22 points	Condition II Good
23 to 27 points	Condition III Qualifies for replacement
28 points and above	Condition IV Needs immediate consideration

40


1/3/24

Replacement Guidelines Calculation Sheet

Dept:KDOT
Vehicle:2003
Sterling

Factor	Points	Explanation
Age	21	2003 model year
Miles	6	61,738 miles
Type of service	5	plow truck/salting truck
Reliability	3	it has been a dependable vehicle.
M&R Costs	3	Normal repairs for use and age
Condition	2	Condition would be considered average for age and use
Total points	40	

Date evaluated: 3-Jan


Unit #53 2011 Freightliner Plow Truck

REPLACEMENT GUIDELINES CALCULATION SHEET

Light Vehicle Replacement Guidelines

Factor	Points
Age 13	One point for each year of chronological age, based on in-service date.
Miles/Hours 6	One point for each 10,000 miles of use. 65,011
Type of Service 5	1, 3, or 5 points are assigned based on the type of service that vehicle receives. For instance, a police patrol car would be given a 5 because it is in severe duty service. In contrast, an administrative sedan would be given a 1.
Reliability 5	Points are assigned as 1, 3, or 5 depending on the frequency that a vehicle is in the shop for repair. A five would be assigned to a vehicle that is in the shop two or more times per month on average, while a 1 be assigned to a vehicle in the shop an average of once every three months or less.
Maintenance and Repair Costs 3	1 to 5 points are assigned based on total life maintenance and repair costs (not including repair of accident damage). A 5 is assigned to a vehicle with life M&R costs equal or greater to the 50% of vehicle's original purchase price or 100% of the trade-in value of the vehicle, while a 1 is given to a vehicle with life M&R costs equal to 20-percent or less of 50% its original purchase cost or 50% of the vehicle's trade-in value. (attach copies of repair estimates or written summary of required repairs and source(s) of estimates)
Condition 2	This category takes into consideration body condition, rust, interior condition, accident history, anticipated repairs, etc. A scale of 1 to 5 points is used with 5 being poor condition. (attach photograph)
Point Ranges	
Under 18 points	Condition I Excellent
18 to 22 points	Condition II Good
23 to 27 points	Condition III Qualifies for replacement
28 points and above	Condition IV Needs immediate consideration

34


1/3/24

Replacement Guidelines Calculation Sheet

Dept:KDOT

Vehicle:2011

Freightliner #53

Factor	Points	Explanation
Age	13	2011 model year
Miles	6	65,011 miles
Type of service	5	plow truck/salting truck
Reliability	5	it has a lot of trouble with front drive axle
M&R Costs	3	Normal repairs for use and age
Condition	2	Condition would be considered average for age and use
Total points	34	

Date evaluated: 3-Jan

Unit #55

2011 Freightliner

Plow Truck

REPLACEMENT GUIDELINES CALCULATION SHEET

Light Vehicle Replacement Guidelines

Factor	Points
Age 13	One point for each year of chronological age, based on in-service date.
Miles/Hours 6	One point for each 10,000 miles of use. 60,588
Type of Service 5	1, 3, or 5 points are assigned based on the type of service that vehicle receives. For instance, a police patrol car would be given a 5 because it is in severe duty service. In contrast, an administrative sedan would be given a 1.
Reliability 5	Points are assigned as 1, 3, or 5 depending on the frequency that a vehicle is in the shop for repair. A five would be assigned to a vehicle that is in the shop two or more times per month on average, while a 1 be assigned to a vehicle in the shop an average of once every three months or less.
Maintenance and Repair Costs 3	1 to 5 points are assigned based on total life maintenance and repair costs (not including repair of accident damage). A 5 is assigned to a vehicle with life M&R costs equal or greater to the 50% of vehicle's original purchase price or 100% of the trade-in value of the vehicle, while a 1 is given to a vehicle with life M&R costs equal to 20-percent or less of 50% its original purchase cost or 50% of the vehicle's trade-in value. (attach copies of repair estimates or written summary of required repairs and source(s) of estimates)
Condition 2	This category takes into consideration body condition, rust, interior condition, accident history, anticipated repairs, etc. A scale of 1 to 5 points is used with 5 being poor condition. (attach photograph)
Point Ranges	
Under 18 points	Condition I Excellent
18 to 22 points	Condition II Good
23 to 27 points	Condition III Qualifies for replacement
28 points and above	Condition IV Needs immediate consideration

34

[Signature]
1/3/24

Replacement Guidelines Calculation Sheet

Dept:KDOT

Vehicle:2011

Freightliner #55

Factor	Points	Explanation
Age	13	2011 model year
Miles	6	60,588 miles
Type of service	5	plow truck/salting truck
Reliability	5	it has a lot of trouble with front drive axle
M&R Costs	3	Normal repairs for use and age
Condition	2	Condition would be considered average for age and use
Total points	34	

Date evaluated: 3-Jan

**APPLICATION FOR USE OF JUDICIAL FACILITIES IN
THE SIXTEENTH JUDICIAL CIRCUIT**

The Office of the Chief Judge must approve all requests for the use of judicial facilities located in the Sixteenth Judicial Circuit. It must be understood that there may be a fee charged for the use of the judicial facilities.

Use of judicial facilities may not disrupt the operation of the building or interfere with the conduct of judicial business. Use of judicial facilities must be compatible with the stated policy set forth by the Sixteenth Judicial Circuit related to use of judicial facilities and consistent with the primary function of the courts.

All participants are subject to security screening and should have picture ID. All personnel are subject to background checks.

Applications for facility use should be submitted at least four weeks before the planned date of the activity.

Sponsoring Organization: Geneva Chamber of Commerce

Contact information: Paula Schmidt

(Name)

pschmidt@genevachamber.com

(Email address)

630-232-6060- Office 630-301-0245 Cell

(Telephone)

Title, Purpose and Type of Program: Geneva Chamber Events 2024 (Attached)

Date and Time Requested: 2024

Hours of Use: Attached

Number of Participants: _____

Facility Requested: 3rd Street Courthouse Lawn and Parking Lots (Details Attached)

Food and/or Drink:

Provide detail of any refreshments which you intend to serve during the activity including the name of the caterer.

Details Attached

Are you charging a fee for attendance? _____

Will a member of the court or clerk's office staff be present during the program? _____

Applications should be sent to:

**Office of the Chief Judge
Sixteenth Judicial Circuit
37W777 Route 38, Room 301, Box 400A
St. Charles, IL 60175**

or emailed to: chiefjudgeoffice@co.kane.il.us

Approved by/date:

Not Approved by/date:

Susan Clancy Boles

Office of the Chief Judge

1/31/2024

County Property Requests for 2024 – PLEASE EMAIL PAULA BELOW WITH ANY QUESTIONS AND APPROVALS

Contact: Paula Schmidt
Geneva Chamber of Commerce
8 S. Third St.
Geneva, IL 60134
pschmidt@genevachamber.com
630-232-6060
Cell: 630-301-0245

All permits and certificates of insurance will be given once the property locations are approved.

Swedish Days 2024 – Dates for activities may be updated upon approvals and permits.

June 19-23

Information Booth: Corner of James and Third St. on lawn

Maypole installation: Swedish Days Maypole is put up on the south side of the courthouse lawn. We will need approval of placement to assure there is no damage done.

Sponsor Displays: The north side of the courthouse lawn from 3rd St. to the Judges' lot. If needed, the south side of the courthouse lawn may be used for Sponsor Displays.

Carnival: Courthouse parking lot –Days of operation would be Wednesday, June 19- Sunday, June 23. Set up would begin on Sunday, June 16 (or afternoon of Saturday, June 15). Take down would begin on Sunday, June 23 - Monday, June 24. Income from this event supports the costs of Swedish Days

Use of Judges Lot: June 22-23 for tents and tables for our Sweden Vast participants. Will need to inform judges that the tents will be put up on Friday June 21 after 4:00p. (if possible)

Requesting a portion of the **parking lot at the Government Center Campus** for employee/visitor parking during the festival week.

Use of the Courthouse lawn for Nordic Folk Dancers on the courthouse stairs on Saturday (June 22). Swedish Folk Singers on the courthouse front steps and in the Judges Lot on Sunday (June 23). Sitting area on the courthouse lawn with tables and chairs.

Classic Car Shows

Every Thursday in July and August (starts 7/11/24 and ends 8/29/2024)

5:00 pm to 8:00 pm

Courthouse parking lot used.

Exhibiting cars are instructed to enter the parking lot after 4:30 pm. Food vendors will be setting up before the 5:00 exhibit time at approx. 4:00p.

Classic cars drive into the lot to exhibit and exchange ideas. The area is monitored by a committee. Trash containers are provided by the City of Geneva. Participants and visitors come from the entire County. Porta-potties will be placed on James St. for participants use before event begins. Food vendors will serve food on the parking lot property as well.

We will emphasize with the participants that **NO ONE can come into the lot before 4:00p.**

Geneva Art Fair

July 27-28

Named one of the country's best juried art shows, it is held on Third St., south to South St. Courthouse parking lot is used by visitors and artists parking.

Festival of the Vine

September 6-8

Festival of the Vine will remain on James St. from 5th St. to the west side of the Judges Lot, a ½ block on 4th St. (towards State St.) will be used as well. The north entrance to the courthouse parking lot will be blocked from Thursday, September 5th – Monday, September 9. The Judges Lot will remain open M-F. Entrance to the Judges Lot on James St. will be blocked beginning Friday, June September 6th at 5:30p. Judges will need to leave via the south. The north and west parking entrances will still be available M-F. We are asking, as last year, to use the grassy area on the north side of

the parking area (along James St.), near the brick wall. We would like to put fencing against that brick wall for safety purposes.

Portopotties and Garbage roll offs will be located on the north end of the county parking lot area in the far east corner (same as in 2023). Portopotties may be located along the grass area of the sidewalk leading to the event on James. Actual portopotties placement will be given after festival approval.

Arts and Crafts Fair: The upper parking lots off Campbell will be used for the **Arts and Crafts fair** (Saturday – Sunday, September 7-8). All cars will need to be out of all the parking lots by 5 am on the morning of the 7th for setup of the Craft Show on the County parking lot property. Use of Judges Lot on Saturday and Sunday for crafters tents.

Sponsor displays: Sponsor tents will be located on the north side of the courthouse lawn from 3rd St. to the Judges' lot Friday-Sunday. There is a possibility that the parking lanes on James St., south side (Friday-Sunday) may be used too. Tents will begin setup on Thursday morning.

Autumn Fest (merchant event) – use of the front of the County Courthouse lawn for a picture op area. This event is put on by the merchants and it usually falls on the first Friday of October.

Christmas Walk

December 6

Great tree on the lawn is decorated. Additional decorations throughout the front area of the Courthouse (Photo op, Santa Post Office, decorated trees, etc.) Signage for sponsorship to thank contributors for donations towards the holiday display.

Carolers will be located on the steps outside the courthouse on Saturday, December 7 in the afternoon. Girl Scouts sing and dance around the tree the morning of Saturday, December 7th.

****Haunted Fall Carnival:**

Since the Thriller on 38 event has taken off, we were hoping to add a 3 day carnival to the event (Friday, Saturday, Sunday). The Thriller event usually happens on the 3rd Friday of October. Set up would need to occur on Wednesday or Thursday (preferably) before. Parking would still be available in the south /east area of the parking lot as well as the Judges lot.

****PLEASE LET US KNOW IF THIS IS DOABLE FOR THE COURTHOUSE.**

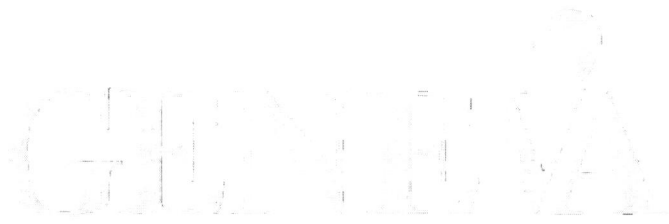
Restroom facilities are located throughout town during all festivals.

Food is sold during events and the Kane County Health Department permits are obtained.

City of Geneva provides the services of public works, police and fire support.

A Certificate of Insurance naming the County additional insured is provided prior to each event.

The County of Kane is recognized in all event programs.



CHAMBER OF COMMERCE

In consideration of the County of Kane permitting, the Geneva Chamber of Commerce (the Organization) to conduct festival activities on county property, the Organization recognizes, acknowledges, and assumes any and all risks arising from or in any way related to the event.

To the fullest extent permitted by law, the Organization agrees to defend, pay on behalf of, indemnify and hold harmless the County of Kane, its elected and appointed officials, employees, and volunteers, and others working on behalf of the county; against any and all claims, demands, suits, loss, injuries, deaths, judgments, costs, and expenses (including all attorney fees and costs), arising from, or resulting from or in any way related directly and/or indirectly to the event, except that arising out of the sole legal cause of the County of Kane, its officers, officials, employees, and agents.

The Organization shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the County of Kane, its officers, officials, employees and/or agents, in any such action, the Organization at its own expense shall satisfy and discharge same.

The invalidity of any provisions(s) of this INDEMNIFICATION/HOLD HARMLESS or unenforceability of any of its provisions shall not affect the validity or enforceability of the remainder of this INDEMNIFICATION/HOLD HARMLESS provisions contained herein.

The organization and the authorized signatory below agree to inform the County of Kane of any changes in the application at least thirty (30) days prior to the event.

Geneva Chamber of Commerce
(Name of Organization)

02/01/2024
(Date)

Paul Schmidt

Authorized Signatory

Signed and sworn to before me this 1st day of February, 2024

Laura Lynn Rush
Notary Public



APPLICATION FOR USE OF JUDICIAL FACILITIES IN
THE SIXTEENTH JUDICIAL CIRCUIT

The Office of the Chief Judge must approve all requests for the use of judicial facilities located in the Sixteenth Judicial Circuit. It must be understood that there may be a fee charged for the use of the judicial facilities.

Use of judicial facilities may not disrupt the operation of the building or interfere with the conduct of judicial business. Use of judicial facilities must be compatible with the stated policy set forth by the Sixteenth Judicial Circuit related to use of judicial facilities and consistent with the primary function of the courts.

All participants are subject to security screening and should have picture ID. All personnel are subject to background checks.

Applications for facility use should be submitted at least four weeks before the planned date of the activity.

Sponsoring Organization: Kristen Holly, LLC
(Geneva Downtown Merchants)

Contact information: Kristen Cornelio
(Name)

Kristenhollyevents@gmail.com
(Email address)

630-200-0654
(Telephone)

Title, Purpose and Type of Program: Autumn Fest Photo Op
This will be my 6th year for this
annual event organized by Kristen
Cornelio.

Date and Time Requested: Oct. 4th, Friday - setup @ 2pm

Hours of Use: 2:00pm - 9:00pm

Number of Participants: walkers and visitors in town

Facility Requested: Front lawn (James & Third Street)
corner

* small portion of that area

COUNTY OF KANE



The following policies have been approved and adopted by the Administration Committee...

Food and/or Drink: Provide detail of any refreshments which you intend to serve during the activity including the name of the caterer.

no food or drink

Are you charging a fee for attendance? no

Will a member of the court or clerk's office staff be present during the program? no

Applications should be sent to: Office of the Chief Judge, Sixteenth Judicial Circuit, 37W777 Route 38, Room 301, Box 400A, St. Charles, IL 60175

or emailed to: chiefjudgeoffice@co.kane.il.us

Approved by/date: Not Approved by/date:

Office of the Chief Judge

Created: 2/17/2016 Page 2 of 2 OCJ/sml

COUNTY OF KANE

BUILDING MANAGEMENT
FACILITY OPERATIONS



County Government Center
719 Batavia Avenue
Geneva, IL 60134

www.co.kane.il.us

The following policy has been approved and adopted by the Administration Committee for usage of the lawn and parking lots of the Government Center, 3rd Street Courthouse, Circuit Clerk parking lot, and Judicial Center for gatherings. Any person or entity requesting to use these properties for gatherings shall be given a copy of this policy and shall agree in writing to abide to all requirements as a condition of approval. Each event must be temporary in nature and cannot disrupt the business held within the building. Nothing may be hung or displayed from a building. For any request to utilize the 3rd Street Courthouse, the applicant agrees no activity will occur within, or will disturb, the CASA Garden of Hope.

- 1) All requests shall be submitted to the Manager of Building Mgmt. in writing and include the following information:
 - Proposed date(s) of requested gathering
 - Purpose of usage of lawn/parking area
 - Anticipated number of attendees at gathering
 - Anticipated number of vehicles (for parking estimates)
 - Contact person (name, phone, address and email), including cell phone number which will be used during the event and will function as an emergency contact.
 - Will food or beverages be sold?
 - Are portable restroom facilities required?

- 2) If the request is approved, the applicant agrees to the following conditions:
 - Access to the County buildings may be restricted, consistent with the policies of the facility. This specifically includes use of the rest room facilities.
 - The County maintains the right to cancel the approval granted, and to require the immediate dispersal of those gathered during the approved gathering as deemed necessary.
 - For the applicant's protection it is recommended that liability insurance be obtained.
 - The County may designate areas to be used for parking, and designate areas which are not to be used for parking. It is the responsibility of the applicant to ensure these restrictions are met.
 - Any approved gathering is not transferable and is only authorized for the purpose identified in the application on the date(s) approved.
 - The applicant agrees to conform with all City, County, and State ordinances and laws.
 - All waste generated must be removed from the property
 - A security deposit may be required

- 3) All requests shall be approved by the Administration Committee. If the request is received and the event is to be held prior to the next scheduled Administration Committee meeting, the Committee Chairman and Director of Building Management may jointly approve or deny the request for gathering.

- 2) If the request is approved, the applicant agrees to the following conditions:
- Access to the County buildings may be restricted, consistent with the policies of the facility. This specifically includes use of the rest room facilities.
 - The County maintains the right to cancel the approval granted, and to require the immediate dispersal of those gathered during the approved gathering as deemed necessary.
 - For the applicant's protection it is recommended that liability insurance be obtained.
 - The County may designate areas to be used for parking, and designate areas which are not to be used for parking. It is the responsibility of the applicant to ensure these restrictions are met.
 - Any approved gathering is not transferable and is only authorized for the purpose identified in the application on the date(s) approved.
 - The applicant agrees to conform with all City, County, and State ordinances and laws.
 - All waste generated must be removed from the property
 - A security deposit may be required
- 3) All requests shall be approved by the Administration Committee. If the request is received and the event is to be held prior to the next scheduled Administration Committee meeting, the Committee Chairman and Director of Building Management may jointly approve or deny the request for gathering.
- 4) User shall indemnify and hold harmless the county of Kane from and against any claim of any kind arising out of or due to the acts of the user, its agents, employees or officers in connection with the use or occupancy of the premises herein. Such indemnity shall extend to all costs, awards, attorney fees and other related expenses incurred by the county arising out of such claims

Attached is my request for the use of a Kane County property. I have read this application and hereby agree to meet all the requirements set forth.

Krysten Cornelio
Signature

Krysten Cornelio
Name (Printed)

krystenhollyevents@gmail.com
Email

Address 11 N. Batavia Ave Box #7
 Batavia, IL 60510

630 200 0654
Cell Phone Number (Emergency Contact for event)