



# Kane County

## KC Executive Committee

### Agenda

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

PIEROG, Allan, Bates, Berman, Davoust, Ford, Gumz, Kious, Kenyon, Lewis, Linder, Molina, Sanchez, Strathmann, Surges, & ex-officio Tepe (County Vice Chair)

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**Wednesday, April 3, 2024**

**9:00 AM**

**County Board Room**

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1. **Call to Order**
2. **Roll Call**
3. **Remote Attendance Requests**
4. **Pledge of Allegiance**
5. **Approval of Minutes: March 6, 2024**
6. **Public Comment (Agenda Items)**
7. **Public Comment (Non-Agenda Items)**
8. **Monthly Financials (K. Hopkinson)**
  - A. Monthly Finance Reports (attached)
9. **PIO Update (J. Mann)**
10. **Old Business**
11. **New Business**
12. **Preliminary County Board Agenda:**

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**----- CONSENT AGENDA -----**

**American Rescue Plan**

1. **Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds to Fund Pre-Arrest Diversion and Equity: Flexible Participant Funds for the Kane County State's Attorney's Office
2. **Resolution:** Authorizing the Use and Transfer of State and Local Fiscal Recovery Funds from Lost Revenue Recoopment Fund 356 to General Fund 001 to Fund Pre-Arrest Diversion and Equity: Operation Funds for the Kane County State's Attorney's Office
3. **Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds to Fund the Reimbursement of Finance Staff Pay and Benefits for Hours Worked on ARPA Administration Tasks for Kane County Finance Department

**Executive**

1. **Resolution:** Acknowledging Annual Review of Number of Procurement Cards Issued to County Board Office and Each of their Transaction Limits

**Finance**

1. **Resolution:** Approving February 2024 Claims Paid
2. **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)
3. **Resolution:** Authorizing Service Agreement with Facilities Survey, LLC. (FSI) for the Building Management Department's Work Order Software
4. **Resolution:** Authorizing a Contract with Langton Group for the Mill Creek SSA Landscape Maintenance Services Program (Tree Related Services) (BID# 24-025-TK)
5. **Resolution:** Authorizing a Contract with Everlast Blacktop, Inc. for the North Sidewalk Improvement Project for the Mill Creek SSA (BID# 24-024-KK)
6. **Resolution:** Authorizing a Contract Extension with Netceed and Heartland Business Systems for Cisco Hardware, Software, Services, and Smartnet (RFP# 34-020)
7. **Resolution:** Authorizing Updated Capital Projects from the Capital Fund
8. **Resolution:** Authorizing Expenditure of Funds for Commercial Floor Coverings and Related Services with Mohawk Industries Through OMNIA Partners (Contract# 2020002149)
9. **Resolution:** Authorizing the Expenditure of Funds with Zoom Video Communications Inc. for Zoom Web Conferencing Services for the Kane County Information Technologies Department
10. **Resolution:** Authorizing Health Department Purchase of Mosquito Larvicide
11. **Resolution:** Authorizing the Purchase of Three Vehicles for the State's Attorney's Office
12. **Resolution:** Authorizing the Purchase of an Armored Vehicle for the Sheriff's Office
13. **Ordinance:** Creating Illinois Residency Requirements for County Employees

**Human Services**

1. **Resolution:** Amending Resolution 23-518 Approving the Kane County Per Diem Meal Rates for Calendar Year 2024



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**Judicial/Public Safety**

1. **Resolution:** Proclaiming April 14-20, 2024 National Public Safety Telecommunicators Week
2. **Resolution:** Recognizing April as National Volunteer Appreciation Month

**Transportation**

1. **Resolution:** Approving Adopt-A-Highway Applicants
2. **Resolution:** Approving Purchase of Three (3) V-Body & Equipment Packages Including Installation Thereof on Three (3) Tandem Axle Trucks for the Kane County Division of Transportation
3. **Resolution:** Approving an Agreement with Genuine Parts Company dba Napa Auto Parts of Atlanta, Georgia for Non-OEM Auto Parts and Supplies for the Kane County Division of Transportation
4. **Resolution:** Approving a Deposit for Six (6) 2026 Tandem Axle Truck Cab & Chassis for the Kane County Division of Transportation
5. **Resolution:** Approving a Contract for Construction with Builders Paving, LLC of Hillside, Illinois for 2024 Kane County Resurfacing Project, Kane County Section No. 23-00565-00-RS
6. **Resolution:** Approving a Contract for Construction with Plote Construction Inc. of Hoffman Estates, Illinois for Longmeadow Parkway Section C-2B, Kane County Section No. 21-00215-29-CH
7. **Resolution:** Approving Contract for Construction with Plote Construction, Inc. of Hoffman Estates, Illinois for Fabyan Parkway at Western Avenue Intersection and Multi-Use Path Reconstruction Project, Kane County Section No. 22-00548-00-PV
8. **Resolution:** Approving a Contract for Construction with Builders Paving, LLC of Hillside, Illinois for 2024 Dundee Township Maintenance Project, Section No. 24-07000-01-GM
9. **Resolution:** Approving a Contract for Construction with Builders Paving, LLC of Hillside, Illinois for 2024 Elgin Township Maintenance Project, Section No. 24-08000-01-GM
10. **Resolution:** Approving an Amendment to the Agreement with Ciorba Group, Inc. of Chicago, Illinois for On-Call Phase III Engineering Services, Kane County Section No. 23-00564-00-EG
11. **Resolution:** Approving an Agreement with State Materials Engineering, LLC dba S.T.A.T.E. Testing, LLC of East Dundee, Illinois for 2024 On-Call Material Testing Services, Kane County Section No. 24-00371-04-EG

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-----END OF CONSENT AGENDA -----

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**13. Executive Session (If Needed)****14. Committee Reports**

- A. Madam Chairman's Comments
- B. Legislative Update
- C. All Other Committees

**15. Adjournment**

STATE OF ILLINOIS )

SS.

COUNTY OF KANE )

**FINANCE REPORT NO. TMP-24-2091**

**MONTHLY FINANCE REPORTS (ATTACHED)**



# Executive 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
<b>Fund 001 - General Fund</b>										
Department <b>010 - County Board</b>										
Sub-Department <b>010 - County Board/Liquor</b>										
Account <b>50150 - Contractual/Consulting Services</b>										
14094 - McGuireWoods LLP	92778500	Federal, State & Local Lobbying/Consulting Services (Nov 2023)	Paid by EFT # 85939		11/29/2023	02/02/2024	02/02/2024		02/13/2024	10,000.00
14094 - McGuireWoods LLP	92794436	Federal, State & Local Lobbying/Consulting Services (Dec 2023)	Paid by EFT # 85939		01/23/2024	02/02/2024	02/02/2024		02/13/2024	10,000.00
Account <b>50150 - Contractual/Consulting Services</b> Totals										Invoice Transactions 2
										\$20,000.00
Account <b>60000 - Office Supplies</b>										
5540 - The Tree House Inc	124155	Toner	Paid by Check # 383486		01/09/2024	01/31/2024	01/31/2024		02/13/2024	4,438.79
3578 - Warehouse Direct, Inc.	5662021-0	Office Supplies - Binders	Paid by EFT # 86345		02/06/2024	02/14/2024	02/14/2024		02/26/2024	89.25
4526 - Fifth Third Bank	2456-CP-01/24	January 2024 P-Card Charges	Paid by EFT # 86146		02/05/2024	02/15/2024	02/15/2024		02/26/2024	16.88
Account <b>60000 - Office Supplies</b> Totals										Invoice Transactions 3
										\$4,544.92
Account <b>60010 - Operating Supplies</b>										
3509 - DS Services of America, Inc. dba Primo Water NA	23847701 012024	Water delivery 01/04/24& Jan Rental Fee	Paid by EFT # 86128		01/20/2024	02/14/2024	02/14/2024		02/26/2024	23.53
Account <b>60010 - Operating Supplies</b> Totals										Invoice Transactions 1
										\$23.53
Sub-Department <b>010 - County Board/Liquor</b> Totals										Invoice Transactions 6
										\$24,568.45
Department <b>010 - County Board</b> Totals										Invoice Transactions 6
										\$24,568.45
Fund <b>001 - General Fund</b> Totals										Invoice Transactions 6
										\$24,568.45
<b>Fund 430 - Farmland Preservation</b>										
Department <b>010 - County Board</b>										
Sub-Department <b>021 - Farmland Preservation</b>										
Account <b>50150 - Contractual/Consulting Services</b>										
12891 - Special Project Staffing dba The Salem Group	4323560	TEMPORARY STAFFING - ROBERT TRZASKUS	Paid by EFT # 86005		01/18/2024	01/30/2024	01/30/2024		02/13/2024	315.00
12891 - Special Project Staffing dba The Salem Group	4327274	TEMPORARY STAFFING - ROBERT TRZASKUS	Paid by EFT # 86005		01/25/2023	01/30/2024	01/30/2024		02/13/2024	315.00
12891 - Special Project Staffing dba The Salem Group	4327276	TEMPORARY STAFFING - ALAINA LAWRENCE	Paid by EFT # 86005		01/25/2024	01/30/2024	01/30/2024		02/13/2024	299.25
12891 - Special Project Staffing dba The Salem Group	4323562	TEMPORARY STAFFING - ALAINA LAWRENCE	Paid by EFT # 86005		01/18/2024	01/30/2024	01/30/2024		02/13/2024	283.50
12891 - Special Project Staffing dba The Salem Group	4331019	TEMPORARY STAFFING - ALAINA LAWRENCE	Paid by EFT # 86295		02/01/2024	02/15/2024	02/15/2024		02/26/2024	315.00
12891 - Special Project Staffing dba The Salem Group	4331018	TEMPORARY STAFFING - ROBERT TRZASKUS	Paid by EFT # 86295		02/01/2024	02/15/2024	02/15/2024		02/26/2024	315.00




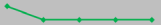





































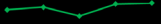


# Executive Accounts Payable by GL Distribution
















































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 <b>430 - Farmland Preservation</b>										
Department <b>010 - County Board</b>										
Sub-Department <b>021 - Farmland Preservation</b>										
Account <b>50150 - Contractual/Consulting Services</b>										
4526 - Fifth Third Bank	1843-JH-01/24	JANUARY 2024 STATEMENT - FARMLAND/HILL	Paid by EFT # 86146		02/05/2024	02/15/2024	02/15/2024		02/26/2024	75.62
Account <b>50150 - Contractual/Consulting Services</b> Totals										<u>\$1,918.37</u>
Invoice Transactions 7										
Account <b>50160 - Legal Services</b>										
1248 - Kinnally Flaherty Krentz Loran Hodge & Masur PC	133-10/216	GKH/PMK FARMLAND PRESERVATION LEGAL SERVICES	Paid by Check # 383453		01/08/2024	02/01/2024	02/01/2024		02/13/2024	335.00
Account <b>50160 - Legal Services</b> Totals										<u>\$335.00</u>
Sub-Department <b>021 - Farmland Preservation</b> Totals										<u>\$2,253.37</u>
Department <b>010 - County Board</b> Totals										<u>\$2,253.37</u>
Fund <b>430 - Farmland Preservation</b> Totals										<u>\$2,253.37</u>
Grand Totals										<u>\$26,821.82</u>
Invoice Transactions 14										

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
010 County Board	\$ 4,167,773	\$ 4,934,921	\$ 2,341,765	\$ 5,860,829	\$ 6,158,704	\$ 11,781,374	52.0%	\$ 711,200	\$ 11,769,789	6.0%	
001 General Fund	\$ 147,064	\$ 139,268	\$ 61,900	\$ 77,788	\$ 118,912	\$ 92,500	128.6%	\$ 11,200	\$ 92,500	12.1%	
Revenue	\$ 147,064	\$ 139,268	\$ 61,900	\$ 77,788	\$ 118,912	\$ 92,500	128.6%	\$ 11,200	\$ 92,500	12.1%	
Other	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
38900 - Miscellaneous Other	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Licenses and Permits	\$ 96,914	\$ 89,268	\$ 46,900	\$ 77,788	\$ 118,912	\$ 92,500	128.6%	\$ 11,200	\$ 92,500	12.1%	
31000 - Liquor Licenses	\$ 96,114	\$ 89,118	\$ 44,150	\$ 75,038	\$ 113,862	\$ 90,000	126.5%	\$ 11,200	\$ 90,000	12.4%	
31390 - Gathering Permits	\$ 800	\$ 150	\$ 2,750	\$ 2,750	\$ 5,050	\$ 2,500	202.0%	\$ -	\$ 2,500	0.0%	
Transfers In	\$ 50,000	\$ 50,000	\$ 15,000	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39000 - Transfer From Other Funds	\$ 50,000	\$ 50,000	\$ 15,000	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
120 Grand Victoria Casino Elgin	\$ 3,486,003	\$ 4,293,735	\$ 1,944,410	\$ 5,267,439	\$ 5,242,025	\$ 5,465,673	95.5%	\$ -	\$ 5,138,806	0.0%	
Revenue	\$ 3,486,003	\$ 4,293,735	\$ 1,944,410	\$ 5,267,439	\$ 5,242,025	\$ 5,465,673	95.5%	\$ -	\$ 5,138,806	0.0%	
Other	\$ 3,341,889	\$ 4,207,222	\$ 1,946,103	\$ 5,389,906	\$ 4,948,625	\$ 5,441,551	90.9%	\$ -	\$ 4,948,625	0.0%	
38550 - Riverboat Proceeds	\$ 3,341,889	\$ 4,207,222	\$ 1,946,103	\$ 5,389,906	\$ 4,948,625	\$ 5,389,906	91.8%	\$ -	\$ 4,948,625	0.0%	
38900 - Miscellaneous Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,645	0.0%	\$ -	\$ -	0.0%	
Interest Revenue	\$ 144,114	\$ 86,513	\$ (4,093)	\$ (124,917)	\$ 269,600	\$ 24,122	1,117.7%	\$ -	\$ 190,181	0.0%	
38000 - Investment Income	\$ 144,114	\$ 86,513	\$ (4,093)	\$ (124,917)	\$ 269,600	\$ 24,122	1,117.7%	\$ -	\$ 190,181	0.0%	
Reimbursements	\$ -	\$ -	\$ 2,400	\$ 2,450	\$ 800	\$ -	0.0%	\$ -	\$ -	0.0%	
37900 - Miscellaneous Reimbursement	\$ -	\$ -	\$ 2,400	\$ 2,450	\$ 800	\$ -	0.0%	\$ -	\$ -	0.0%	
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ 23,000	\$ -	100.0%	\$ -	\$ -	0.0%	
39405 - Transfer from Fund 405	\$ -	\$ -	\$ -	\$ -	\$ 23,000	\$ -	100.0%	\$ -	\$ -	0.0%	
430 Farmland Preservation	\$ 534,706	\$ 501,918	\$ 315,704	\$ 452,952	\$ 797,767	\$ 6,223,201	12.7%	\$ 700,000	\$ 6,538,483	10.7%	
Revenue	\$ 534,706	\$ 501,918	\$ 315,704	\$ 452,952	\$ 797,767	\$ 6,223,201	12.7%	\$ 700,000	\$ 6,538,483	10.7%	
Other	\$ 18	\$ -	\$ -	\$ 5	\$ 50,000	\$ 2,861,153	1.7%	\$ -	\$ 2,838,894	0.0%	
38570 - Refunds	\$ 18	\$ -	\$ -	\$ 5	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
38900 - Miscellaneous Other	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	0.0%	\$ -	\$ -	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,861,153	0.0%	\$ -	\$ 2,838,894	0.0%	
Grants	\$ 147,428	\$ 150,000	\$ -	\$ -	\$ 115,000	\$ 2,856,548	4.0%	\$ -	\$ 2,856,548	0.0%	
32360 - US Dept of Agriculture Grant	\$ 147,428	\$ 150,000	\$ -	\$ -	\$ 115,000	\$ 2,856,548	4.0%	\$ -	\$ 2,856,548	0.0%	
Interest Revenue	\$ 87,260	\$ 51,918	\$ 604	\$ (47,053)	\$ 132,721	\$ 5,500	2,413.1%	\$ -	\$ 143,041	0.0%	
38000 - Investment Income	\$ 87,260	\$ 51,918	\$ 604	\$ (47,053)	\$ 132,721	\$ 5,500	2,413.1%	\$ -	\$ 143,041	0.0%	
Reimbursements	\$ -	\$ -	\$ -	\$ -	\$ 46	\$ -	0.0%	\$ -	\$ -	0.0%	
37900 - Miscellaneous Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ 46	\$ -	0.0%	\$ -	\$ -	0.0%	
Transfers In	\$ 300,000	\$ 300,000	\$ 315,100	\$ 500,000	\$ 500,000	\$ 500,000	100.0%	\$ 700,000	\$ 700,000	100.0%	
39000 - Transfer From Other Funds	\$ 300,000	\$ 300,000	\$ 315,100	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
39120 - Transfer from Fund 120	\$ -	\$ -	\$ -	\$ 500,000	\$ 500,000	\$ 500,000	100.0%	\$ 700,000	\$ 700,000	100.0%	
491 Tax Sale Purchase	\$ -	\$ -	\$ 19,751	\$ 62,651	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Revenue	\$ -	\$ -	\$ 19,751	\$ 62,651	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Proceeds from Sale of Property	\$ -	\$ -	\$ 19,751	\$ 62,651	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
38700 - Proceeds from Sale of Property	\$ -	\$ -	\$ 19,751	\$ 62,651	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Grand Total	\$ 4,167,773	\$ 4,934,921	\$ 2,341,765	\$ 5,860,829	\$ 6,158,704	\$ 11,781,374	52.0%	\$ 711,200	\$ 11,769,789	6.0%	

**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
<b>010 County Board</b>	<b>\$ 5,243,184</b>	<b>\$ 5,008,577</b>	<b>\$ 3,854,913</b>	<b>\$ 4,544,617</b>	<b>\$ 5,424,396</b>	<b>\$ 13,047,131</b>	<b>41.1%</b>	<b>\$ 3,854,920</b>	<b>\$ 12,992,758</b>	<b>29.7%</b>	
<b>001 General Fund</b>	<b>\$ 1,300,238</b>	<b>\$ 1,261,629</b>	<b>\$ 1,142,452</b>	<b>\$ 1,312,602</b>	<b>\$ 1,514,273</b>	<b>\$ 1,358,257</b>	<b>104.4%</b>	<b>\$ 256,011</b>	<b>\$ 1,315,469</b>	<b>19.5%</b>	
<b>Expenses</b>	<b>\$ 1,300,238</b>	<b>\$ 1,261,629</b>	<b>\$ 1,142,452</b>	<b>\$ 1,312,602</b>	<b>\$ 1,514,273</b>	<b>\$ 1,358,257</b>	<b>104.4%</b>	<b>\$ 256,011</b>	<b>\$ 1,315,469</b>	<b>19.5%</b>	
<b>Personnel Services- Salaries &amp; Wages</b>	<b>\$ 940,505</b>	<b>\$ 921,519</b>	<b>\$ 866,039</b>	<b>\$ 995,867</b>	<b>\$ 1,019,538</b>	<b>\$ 1,002,558</b>	<b>101.7%</b>	<b>\$ 219,846</b>	<b>\$ 1,003,794</b>	<b>21.9%</b>	
40000 - Salaries and Wages	\$ 940,505	\$ 921,519	\$ 866,039	\$ 995,867	\$ 1,019,538	\$ 993,876	102.6%	\$ 219,846	\$ 1,003,794	21.9%	
40002 - Non-Union Wage Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,682	0.0%	\$ -	\$ -	0.0%	
<b>Personnel Services- Employee Benefits</b>	<b>\$ 320,682</b>	<b>\$ 300,310</b>	<b>\$ 223,861</b>	<b>\$ 247,481</b>	<b>\$ 346,980</b>	<b>\$ 261,524</b>	<b>132.7%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.0%</b>	
45000 - Healthcare Contribution	\$ 310,326	\$ 291,081	\$ 215,525	\$ 238,792	\$ 337,295	\$ 252,808	133.4%	\$ -	\$ -	0.0%	
45010 - Dental Contribution	\$ 10,355	\$ 9,229	\$ 8,336	\$ 8,689	\$ 9,685	\$ 8,716	111.1%	\$ -	\$ -	0.0%	
<b>Contractual Services</b>	<b>\$ 36,524</b>	<b>\$ 34,824</b>	<b>\$ 46,623</b>	<b>\$ 46,078</b>	<b>\$ 136,741</b>	<b>\$ 83,075</b>	<b>77.9%</b>	<b>\$ 31,082</b>	<b>\$ 297,175</b>	<b>10.5%</b>	
50150 - Contractual/Consulting Services	\$ 820	\$ 2,690	\$ 9,755	\$ 8,000	\$ 95,828	\$ 35,850	74.7%	\$ 30,500	\$ 253,350	12.0%	
52140 - Repairs and Maint- Copiers	\$ 235	\$ 87	\$ 608	\$ 384	\$ 540	\$ 500	108.0%	\$ 172	\$ 600	28.6%	
53060 - General Printing	\$ -	\$ -	\$ -	\$ -	\$ 12	\$ -	0.0%	\$ -	\$ -	0.0%	
53100 - Conferences and Meetings	\$ 81	\$ -	\$ 950	\$ 1,574	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
53105 - Conferences and Meetings - Board Members	\$ -	\$ -	\$ 864	\$ 1,673	\$ 1,629	\$ 7,000	23.3%	\$ 365	\$ 3,500	10.4%	
53106 - Conferences & Meetings - Chairman	\$ -	\$ -	\$ -	\$ -	\$ 1,190	\$ 2,575	46.2%	\$ 45	\$ 3,325	1.4%	
53110 - Employee Training	\$ 941	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
53120 - Employee Mileage Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750	0.0%	\$ -	\$ -	0.0%	
53130 - General Association Dues	\$ 34,447	\$ 32,047	\$ 34,447	\$ 34,447	\$ 37,542	\$ 36,400	103.1%	\$ -	\$ 36,400	0.0%	
<b>Commodities</b>	<b>\$ 2,527</b>	<b>\$ 4,976</b>	<b>\$ 5,929</b>	<b>\$ 8,175</b>	<b>\$ 11,014</b>	<b>\$ 11,100</b>	<b>99.2%</b>	<b>\$ 5,083</b>	<b>\$ 14,500</b>	<b>35.1%</b>	
60000 - Office Supplies	\$ 2,111	\$ 4,503	\$ 4,969	\$ 5,082	\$ 9,064	\$ 6,000	151.1%	\$ 4,888	\$ 9,200	53.1%	
60010 - Operating Supplies	\$ 417	\$ 473	\$ 470	\$ 2,682	\$ 1,088	\$ 2,500	43.5%	\$ 196	\$ 2,500	7.8%	
60015 - Board Meeting Supplies	\$ -	\$ -	\$ -	\$ -	\$ 275	\$ 1,500	18.4%	\$ -	\$ 1,800	0.0%	
60020 - Computer Related Supplies	\$ -	\$ -	\$ -	\$ 470	\$ 40	\$ 500	8.0%	\$ -	\$ 300	0.0%	
60050 - Books and Subscriptions	\$ -	\$ -	\$ 490	\$ (59)	\$ 98	\$ 100	97.8%	\$ -	\$ 200	0.0%	
60555 - Business Relationship Commodities	\$ -	\$ -	\$ -	\$ -	\$ 449	\$ 500	89.9%	\$ -	\$ 500	0.0%	
<b>Transfers Out</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.0%</b>	
99112 - Transfer to Fund 112	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
<b>120 Grand Victoria Casino Elgin</b>	<b>\$ 3,574,582</b>	<b>\$ 3,381,035</b>	<b>\$ 2,602,731</b>	<b>\$ 2,819,891</b>	<b>\$ 3,725,681</b>	<b>\$ 5,465,673</b>	<b>67.9%</b>	<b>\$ 3,575,338</b>	<b>\$ 5,138,806</b>	<b>69.6%</b>	
<b>Expenses</b>	<b>\$ 3,574,582</b>	<b>\$ 3,381,035</b>	<b>\$ 2,602,731</b>	<b>\$ 2,819,891</b>	<b>\$ 3,725,681</b>	<b>\$ 5,465,673</b>	<b>67.9%</b>	<b>\$ 3,575,338</b>	<b>\$ 5,138,806</b>	<b>69.6%</b>	
<b>Personnel Services- Salaries &amp; Wages</b>	<b>\$ 47,715</b>	<b>\$ 47,417</b>	<b>\$ 48,303</b>	<b>\$ 52,572</b>	<b>\$ 45,287</b>	<b>\$ 47,647</b>	<b>95.0%</b>	<b>\$ 5,356</b>	<b>\$ 87,420</b>	<b>6.1%</b>	
40000 - Salaries and Wages	\$ 47,715	\$ 47,417	\$ 48,303	\$ 52,572	\$ 45,287	\$ 46,254	97.9%	\$ 5,356	\$ 84,873	6.3%	
40002 - Non-Union Wage Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,393	0.0%	\$ -	\$ -	0.0%	
40003 - Cost of Living Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 2,547	0.0%	
<b>Personnel Services- Employee Benefits</b>	<b>\$ 37,002</b>	<b>\$ 41,866</b>	<b>\$ 47,649</b>	<b>\$ 43,286</b>	<b>\$ 32,649</b>	<b>\$ 64,766</b>	<b>50.4%</b>	<b>\$ 1,316</b>	<b>\$ 58,606</b>	<b>2.2%</b>	
45000 - Healthcare Contribution	\$ 18,503	\$ 19,675	\$ 21,821	\$ 26,548	\$ 13,564	\$ 23,195	58.5%	\$ 658	\$ 12,357	5.3%	
45010 - Dental Contribution	\$ 483	\$ 470	\$ 560	\$ 562	\$ 327	\$ 472	69.2%	\$ 21	\$ 557	3.7%	
45100 - FICA/SS Contribution	\$ 3,177	\$ 3,143	\$ 3,183	\$ 3,514	\$ 3,205	\$ 3,645	87.9%	\$ 398	\$ 6,688	6.0%	
45200 - IMRF Contribution	\$ 3,074	\$ 3,292	\$ 3,657	\$ 3,127	\$ 2,187	\$ 2,454	89.1%	\$ 240	\$ 4,004	6.0%	
45420 - Tuition Reimbursement	\$ 11,765	\$ 15,286	\$ 18,428	\$ 9,535	\$ 13,367	\$ 35,000	38.2%	\$ -	\$ 35,000	0.0%	
<b>Contractual Services</b>	<b>\$ 663,301</b>	<b>\$ 946,702</b>	<b>\$ 389,555</b>	<b>\$ 501,284</b>	<b>\$ 965,367</b>	<b>\$ 1,689,107</b>	<b>57.2%</b>	<b>\$ 571</b>	<b>\$ 1,044,998</b>	<b>0.1%</b>	
50150 - Contractual/Consulting Services	\$ 24,260	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
50340 - Software Licensing Cost	\$ -	\$ -	\$ 212	\$ -	\$ 6	\$ 290	2.1%	\$ -	\$ 365	0.0%	
50590 - Professional Services	\$ -	\$ 1,418	\$ 331	\$ 44	\$ 63	\$ 40	157.3%	\$ 3	\$ 69	4.4%	
50610 - Moving Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
52010 - Janitorial Services	\$ -	\$ 137	\$ 414	\$ 620	\$ 382	\$ 436	87.7%	\$ 10	\$ 578	1.7%	
52110 - Repairs and Maint- Buildings	\$ -	\$ -	\$ -	\$ 117	\$ 74	\$ 74	99.3%	\$ 4	\$ 167	2.4%	
52140 - Repairs and Maint- Copiers	\$ 42	\$ 24	\$ 32	\$ 52	\$ 43	\$ 43	99.1%	\$ -	\$ 55	0.0%	
52180 - Building Space Rental	\$ -	\$ 2,581	\$ 4,176	\$ 5,547	\$ 3,290	\$ 3,871	85.0%	\$ 279	\$ 4,401	6.3%	
53000 - Liability Insurance	\$ 991	\$ 1,108	\$ 984	\$ 1,206	\$ 1,322	\$ 1,392	95.0%	\$ 167	\$ 2,553	6.5%	
53010 - Workers Compensation	\$ 1,325	\$ 1,352	\$ 1,542	\$ 1,455	\$ 988	\$ 1,049	94.1%	\$ 105	\$ 1,924	5.5%	
53020 - Unemployment Claims	\$ 59	\$ 32	\$ 32	\$ 36	\$ 18	\$ 20	90.7%	\$ 3	\$ 35	7.6%	
53100 - Conferences and Meetings	\$ -	\$ 0	\$ 77	\$ -	\$ -	\$ 50	0.0%	\$ -	\$ 50	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
53110 - Employee Training	\$ 2,659	\$ 1,696	\$ -	\$ -	\$ 17	\$ 15,000	0.1%	\$ -	\$ 15,000	0.0%	
55010 - External Grants	\$ 633,965	\$ 938,354	\$ 381,755	\$ 492,208	\$ 409,165	\$ 1,116,842	36.6%	\$ -	\$ 1,019,801	0.0%	
55011 - Internal Grant to Workforce Development	\$ -	\$ -	\$ -	\$ -	\$ 550,000	\$ 550,000	100.0%	\$ -	\$ -	0.0%	
<b>Commodities</b>	<b>\$ 4,586</b>	<b>\$ 10,767</b>	<b>\$ 6,954</b>	<b>\$ 6,972</b>	<b>\$ 6,763</b>	<b>\$ 6,814</b>	<b>99.3%</b>	<b>\$ 69</b>	<b>\$ 6,704</b>	<b>1.0%</b>	
60000 - Office Supplies	\$ 86	\$ 5,659	\$ 102	\$ 21	\$ 93	\$ 30	310.8%	\$ -	\$ 30	0.0%	
60010 - Operating Supplies	\$ -	\$ 1	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
60040 - Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
60050 - Books and Subscriptions	\$ 4,500	\$ 4,500	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	100.0%	\$ -	\$ 6,000	0.0%	
60100 - Utilities- Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
63000 - Utilities- Natural Gas	\$ -	\$ 13	\$ 45	\$ 97	\$ 66	\$ 61	107.4%	\$ 7	\$ 89	7.9%	
63010 - Utilities- Electric	\$ -	\$ 25	\$ 37	\$ 56	\$ 37	\$ 35	106.7%	\$ 2	\$ 45	5.4%	
64000 - Telephone	\$ -	\$ 132	\$ 232	\$ 249	\$ 227	\$ 256	88.6%	\$ 29	\$ 346	8.3%	
64010 - Cellular Phone	\$ -	\$ 403	\$ 441	\$ 414	\$ 248	\$ 333	74.6%	\$ 23	\$ 82	27.7%	
64020 - Internet	\$ -	\$ 33	\$ 98	\$ 136	\$ 92	\$ 99	93.3%	\$ 8	\$ 112	7.0%	
<b>Contingency and Other</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 980,725</b>	<b>0.0%</b>	<b>\$ -</b>	<b>\$ 371,096</b>	<b>0.0%</b>	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 980,725	0.0%	\$ -	\$ 371,096	0.0%	
<b>Transfers Out</b>	<b>\$ 2,821,978</b>	<b>\$ 2,334,283</b>	<b>\$ 2,110,270</b>	<b>\$ 2,215,777</b>	<b>\$ 2,675,614</b>	<b>\$ 2,676,614</b>	<b>100.0%</b>	<b>\$ 3,568,026</b>	<b>\$ 3,569,982</b>	<b>99.9%</b>	
99000 - Transfer To Other Funds	\$ 2,821,978	\$ 2,334,283	\$ 2,110,270	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
99001 - Transfer to Fund 001	\$ -	\$ -	\$ -	\$ 2,689	\$ 1,622	\$ 2,622	61.9%	\$ 272	\$ 2,228	12.2%	
99220 - Transfer to Fund 220	\$ -	\$ -	\$ -	\$ 173,153	\$ 181,339	\$ 181,339	100.0%	\$ 29,828	\$ 29,828	100.0%	
99221 - Transfer to Fund 221	\$ -	\$ -	\$ -	\$ 85,192	\$ 180,894	\$ 180,894	100.0%	\$ 356,327	\$ 356,327	100.0%	
99222 - Transfer to Fund 222	\$ -	\$ -	\$ -	\$ 124,820	\$ 100,960	\$ 100,960	100.0%	\$ 246,804	\$ 246,804	100.0%	
99223 - Transfer to Fund 223	\$ -	\$ -	\$ -	\$ 147,810	\$ 350,000	\$ 350,000	100.0%	\$ 450,755	\$ 450,755	100.0%	
99230 - Transfer to Fund 230	\$ -	\$ -	\$ -	\$ 473,140	\$ 690,656	\$ 690,656	100.0%	\$ 888,556	\$ 888,556	100.0%	
99351 - Transfer to Fund 351	\$ -	\$ -	\$ -	\$ 142,097	\$ 142,097	\$ 142,097	100.0%	\$ 213,229	\$ 213,229	100.0%	
99390 - Transfer to Fund 390	\$ -	\$ -	\$ -	\$ 297,500	\$ 297,500	\$ 297,500	100.0%	\$ 297,500	\$ 297,500	100.0%	
99400 - Transfer to Fund 400	\$ -	\$ -	\$ -	\$ 58,676	\$ 74,643	\$ 74,643	100.0%	\$ 280,375	\$ 280,375	100.0%	
99405 - Transfer to Fund 405	\$ -	\$ -	\$ -	\$ 149,700	\$ 69,403	\$ 69,403	100.0%	\$ 4,555	\$ 4,555	100.0%	
99407 - Transfer to Fund 407	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 20,000	\$ 20,000	100.0%	
99430 - Transfer to Fund 430	\$ -	\$ -	\$ -	\$ 500,000	\$ 500,000	\$ 500,000	100.0%	\$ 700,000	\$ 700,000	100.0%	
99650 - Transfer to Fund 650	\$ -	\$ -	\$ -	\$ 61,000	\$ 86,500	\$ 86,500	100.0%	\$ 79,825	\$ 79,825	100.0%	
<b>430 Farmland Preservation</b>	<b>\$ 368,364</b>	<b>\$ 365,914</b>	<b>\$ 88,955</b>	<b>\$ 349,473</b>	<b>\$ 184,441</b>	<b>\$ 6,223,201</b>	<b>2.9%</b>	<b>\$ 23,571</b>	<b>\$ 6,538,483</b>	<b>0.4%</b>	
<b>Expenses</b>	<b>\$ 368,364</b>	<b>\$ 365,914</b>	<b>\$ 88,955</b>	<b>\$ 349,473</b>	<b>\$ 184,441</b>	<b>\$ 6,223,201</b>	<b>2.9%</b>	<b>\$ 23,571</b>	<b>\$ 6,538,483</b>	<b>0.4%</b>	
<b>Personnel Services- Salaries &amp; Wages</b>	<b>\$ 41,190</b>	<b>\$ 39,641</b>	<b>\$ 57,231</b>	<b>\$ 75,035</b>	<b>\$ 59,976</b>	<b>\$ 92,079</b>	<b>65.1%</b>	<b>\$ 13,670</b>	<b>\$ 167,691</b>	<b>8.2%</b>	
40000 - Salaries and Wages	\$ 40,543	\$ 39,641	\$ 56,694	\$ 74,999	\$ 59,708	\$ 89,388	66.8%	\$ 13,670	\$ 162,806	8.4%	
40002 - Non-Union Wage Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,691	0.0%	\$ -	\$ -	0.0%	
40003 - Cost of Living Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 4,885	0.0%	
40200 - Overtime Salaries	\$ 647	\$ -	\$ 536	\$ 35	\$ 268	\$ -	0.0%	\$ -	\$ -	0.0%	
<b>Personnel Services- Employee Benefits</b>	<b>\$ 8,149</b>	<b>\$ 5,566</b>	<b>\$ 6,989</b>	<b>\$ 8,797</b>	<b>\$ 7,119</b>	<b>\$ 13,614</b>	<b>52.3%</b>	<b>\$ 1,860</b>	<b>\$ 50,837</b>	<b>3.7%</b>	
45000 - Healthcare Contribution	\$ 2,804	\$ 1,538	\$ 1,505	\$ 1,563	\$ 1,755	\$ 1,764	99.5%	\$ 451	\$ 29,608	1.5%	
45010 - Dental Contribution	\$ 95	\$ 59	\$ 64	\$ 64	\$ 64	\$ 64	100.1%	\$ 17	\$ 719	2.4%	
45100 - FICA/SS Contribution	\$ 3,112	\$ 3,012	\$ 4,356	\$ 5,714	\$ 4,558	\$ 7,044	64.7%	\$ 1,038	\$ 12,829	8.1%	
45200 - IMRF Contribution	\$ 2,139	\$ 957	\$ 1,064	\$ 1,456	\$ 741	\$ 4,742	15.6%	\$ 354	\$ 7,681	4.6%	
<b>Contractual Services</b>	<b>\$ 19,770</b>	<b>\$ 17,305</b>	<b>\$ 24,735</b>	<b>\$ 28,449</b>	<b>\$ 63,706</b>	<b>\$ 400,771</b>	<b>15.9%</b>	<b>\$ 5,813</b>	<b>\$ 604,631</b>	<b>1.0%</b>	
50150 - Contractual/Consulting Services	\$ 12,856	\$ 11,174	\$ 19,509	\$ 16,420	\$ 47,229	\$ 316,980	14.9%	\$ 5,478	\$ 516,979	1.1%	
50160 - Legal Services	\$ 1,096	\$ 2,091	\$ 1,088	\$ 1,939	\$ 1,470	\$ 25,000	5.9%	\$ 335	\$ 25,000	1.3%	
50170 - Appraisal Services	\$ -	\$ 1,500	\$ -	\$ 1,500	\$ 7,000	\$ 39,594	17.7%	\$ -	\$ 39,594	0.0%	
53000 - Liability Insurance	\$ 594	\$ 831	\$ 932	\$ 1,452	\$ 2,689	\$ 2,689	100.0%	\$ -	\$ 5,064	0.0%	
53010 - Workers Compensation	\$ 794	\$ 1,014	\$ 1,461	\$ 1,753	\$ 2,044	\$ 2,044	100.0%	\$ -	\$ 3,485	0.0%	
53020 - Unemployment Claims	\$ 35	\$ 24	\$ 30	\$ 44	\$ 37	\$ 37	100.0%	\$ -	\$ 82	0.0%	
53100 - Conferences and Meetings	\$ 4,396	\$ 671	\$ 1,716	\$ 5,342	\$ 3,237	\$ 14,427	22.4%	\$ -	\$ 14,427	0.0%	
<b>Capital</b>	<b>\$ 299,254</b>	<b>\$ 303,402</b>	<b>\$ -</b>	<b>\$ 235,796</b>	<b>\$ -</b>	<b>\$ 5,713,096</b>	<b>0.0%</b>	<b>\$ -</b>	<b>\$ 5,713,096</b>	<b>0.0%</b>	
75010 - Farmland Preservation Rights - County Portion	\$ 299,254	\$ 303,402	\$ -	\$ 235,796	\$ -	\$ 2,856,548	0.0%	\$ -	\$ 2,856,548	0.0%	



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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
75020 - Farmland Preservation Rights - Federal Matching	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,856,548	0.0%	\$ -	\$ 2,856,548	0.0%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Transfers Out	\$ -	\$ -	\$ -	\$ 1,396	\$ 53,641	\$ 3,641	100.0%	\$ 2,228	\$ 2,228	100.0%	
99000 - Transfer To Other Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
99001 - Transfer to Fund 001	\$ -	\$ -	\$ -	\$ 1,396	\$ 3,641	\$ 3,641	100.0%	\$ 2,228	\$ 2,228	100.0%	
99435 - Transfer to Fund 435	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	100.0%	\$ -	\$ -	0.0%	
491 Tax Sale Purchase	\$ -	\$ -	\$ 20,775	\$ 62,651	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Expenses	\$ -	\$ -	\$ 20,775	\$ 62,651	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Contractual Services	\$ -	\$ -	\$ 7,674	\$ 17,722	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
50150 - Contractual/Consulting Services	\$ -	\$ -	\$ 7,674	\$ 17,722	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Contingency and Other	\$ -	\$ -	\$ 13,102	\$ 44,929	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
88990 - Move to Agency Fund	\$ -	\$ -	\$ 13,102	\$ 44,929	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%	
Grand Total	\$ 5,243,184	\$ 5,008,577	\$ 3,854,913	\$ 4,544,617	\$ 5,424,396	\$ 13,047,131	41.1%	\$ 3,854,920	\$ 12,992,758	29.7%	

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

COUNTY BOARD			
Transaction Date	Merchant Name	Additional Information	Transaction Amount
2/6/2024	AMAZON.COM RB5RX0XV0	AMZN.COM/BILL	\$498.99
2/11/2024	AMAZON.COM RI1RD6AZ0	AMZN.COM/BILL	\$38.98
			Total: \$537.97
			Total all: \$537.97



Disorder Treatment Act (50 ILCS 71/1 et seq.) that help ensure an individual's basic needs are met as part of the pre-arrest diversion program; and

WHEREAS, due to the COVID-19 global pandemic, there have been significant increases in substance use, mental health issues, and increasing poverty, and the pre-arrest diversion program anticipates serving up to 200 participants in a year; and

WHEREAS, with the current funding, the program has limited resources available for participants' needs, and this request for \$90,000 (Ninety Thousand Dollars) of SLFRF will help fund the program's FPF to meet participants' basic needs and allow the program to lease vehicles to transport participants to essential services, including but not limited to court dates, medical facilities, and other basic needs or services; and

WHEREAS, this request is for \$30,000 (Thirty Thousand Dollars) a year for three years, a total of \$90,000 (Ninety Thousand Dollars), to meet this initiative's need; and

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County State's Attorney's Office's request for SLFRF for Pre-Arrest Diversion and Equity: Flexible Participant Funds for the purpose of responding to the COVID-19 public emergency and its negative economic impacts and completed an assessment regarding the project's eligibility (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$90,000 (Ninety Thousand Dollars) to fund the Pre-Arrest Diversion and Equity: Flexible Participant Funds for the Kane County State's Attorney's Office, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County State's Attorney's Office use of State and Local Fiscal Recovery Funds in the amount of \$90,000 (Ninety Thousand Dollars) to be used for Pre-Arrest Diversion and Equity: Flexible Participant Funds, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Kane County Board that the following adjustment be made to Fiscal Year 2024 budget:

355.800.668111.50150	<i>Contractual/Consulting Services</i>	<i>\$21,000</i>
355.800.668111.60010	<i>Operating Supplies</i>	<i>\$9,000</i>
355.800.668.85000	<i>Allowance for Budget Expense</i>	<i>(\$30,000)</i>

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Kane County Board that the Fiscal Year 2025 budget will include an amount not to exceed \$30,000 for the Pre-Arrest Diversion and Equity: Flexible Participants Fund and the Fiscal Year 2026 budget will include an amount not to exceed \$30,000 per the Pre-Arrest Diversion and Equity: Flexible Participants Fund.

*Line Item:* See Above

*Line Item Description:* See Above

*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?* See Above

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

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

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

Vote:



## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### **Title**

Authorizing the use of State and Local Fiscal Recovery Funds to Fund Pre-arrest Diversion and Equity, Flexible Participant Funds for the Kane County State's Attorney's Office

### **Committee Flow:**

American Rescue Plan Committee, Executive Committee, County Board

### **Contact:**

Jarett Sanchez, 630.444.1224

### **Budget Information:**

Was this item budgeted? No	Appropriation Amount: \$90,000.00
If not budgeted, explain funding source: SLFRF	

### **Summary:**

This resolution authorizes the use SLFRF in the amount of \$90,000.00 to fund the Pre-Arrest Diversion and Equity: Flexible Participant Funds for the Kane County State's Attorney's Office, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury and any other Federal, State or local laws and regulations.

**A Proposed Program Name**

Pre-Arrest Diversion and Equity: Operations Funds

**B Proposed Program Summary**

Operations Funds relate to FPF and the LEAD model in pre-arrest diversion. These funds are geared toward supporting the community leadership team (CLT), which is made up of community members who have lived the experiences common among PAD participants. It is important that the racial and socioeconomic makeup of the CLT reflects the community that we serve. We are requesting \$2,500 a year, for three years a total of \$7,500 to meet this initiative's need.

The LEAD Toolkit (page 30) recommends \$2,500 a year for operational funds which is what we are requesting in order to ensure that the Operational funds for the Community Leadership team are enough to ensure adequate resources for compensation.

In order to ensure both equal representation in the CLT group and that members of the CLT are fairly compensated for their work, it is important to ensure that any costs related to their participation are covered, including transportation, childcare, light snacks, and drinks at meetings.

**C Proposed Program Risk Considerations and Requirements Summary**

Diversion programs are an enumerated eligible use of funds, and the reasonable costs associated with the operation of an eligible program are also permitted under ARPA. However, it is unclear if gas money and light refreshments associated with meetings for a diversion program would be considered a reasonable cost.

The County may consider revenue recoupment for this project.

**Questions:**

1. Please clarify how the funds will be used. The project details mention providing compensation to the public health program leaders, however the budget only list expenses for commodities. Will any of the funds be used for payroll or related benefits? Please clarify the type of commodity expenses budgeted. Please also explain the specific types of snacks and drinks purchased for the meetings. Will any of the snacks and drinks be provided to the public health program participants or just the Community Leadership Team (CLT)? **Funds will not be used for payroll or related benefits. Commodity expenses include food and drinks for events, as well as mileage reimbursement for travel to and from CLT events. The food and drinks will serve both CLT members, as well as public health program participants.**

2. What are the estimated number of members on the Community Leadership Team (CLT)? **7**

3. The brief description/budget table mentions purchasing \$2,500 of commodities per year, for a three year period (2022-2024). Will the program require funding beyond the eligible period of ARPA SLFRF funds? If so, what are the estimated ongoing costs beyond ARPA SLFRF eligibility period?

**Yes, extending for two additional years, 2025 and 2026 at \$5,000 (\$2,500 per year).**

4. On question 10 (Services to Disproportionately Impacted Communities) of the application, two boxes for housing support were selected. Can you provide additional detail on the type of housing assistance provided by the pre-arrest diversion program? **Applying for housing assistance, assisting in finding housing/shelter, emergency housing assistance (hotel stays), and first month's rent for sober living stays to get participants established.**

5. Are the CLT members county employees? Are they employed by a non-profit? Do they operate on a volunteer basis? **One CLT member is a county employee, our Community Engagement Coordinator. Some of the CLT members are employed by non-profit organizations. They do operate on a volunteer basis.**

**D Program Assessment Details**

Complete the below Program Assessment Checklist. For instructions/guidance on using the below checklist please see the User Guide

<b>D.1</b>	Select the appropriate broad SLFRF category applicable to this project	Responding to the public health and negative economic impacts of the pandemic
<b>D.2</b>	Select SLFRF Expenditure Category	EC1
<b>D.3</b>	SLFRF Expenditure Category Description	1: Public Health
<b>D.4</b>	Select SLFRF Expenditure Subcategory	1.11 Community Violence Interventions*^
<b>D.5</b>	Additional SLFRF Expenditure Categories for consideration	1.12 Mental Health Services*^

<b>D.6</b>	Comments regarding additional SLFRF Expenditure Categories	The community health program leaders may fall under either the public health or human services category. They will be leading substance abuse and mental health programs.
<b>D.7</b>	Are the beneficiaries Populations Presumed Eligible?	Yes
<b>D.8</b>	Which Populations Presumed Eligible does the proposed program intend to serve?	Disproportionately Impacted
<b>D.9</b>	Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)?	Each Applicant
<b>D.10</b>	Is the proposed project related to an industry other than Tourism, Travel, or Hospitality?	Not Applicable
<b>D.11</b>	Is the proposed project an enumerated use?	Yes
<b>D.12</b>	Does the proposed project include subrecipients/beneficiaries?	No
<b>D.13</b>	What is the estimated number of subrecipients/beneficiaries?	0
<b>D.14</b>	Will the County be using a partner/subrecipient to administer the program?	No
<b>D.15</b>	Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds?	Yes
<b>D.16</b>	Estimated ongoing costs beyond ARPA SLFRF eligibility period	5000
<b>D.17</b>	Is the proposed project/expenditure solely related to ARPA SLFRF eligible uses?	Yes
<b>D.18</b>	Percentage of project estimated to be ARPA SLFRF eligible	100%
<b>D.19</b>	Does the proposed project include capital expenditures	No
<b>D.20</b>	Is the capital expenditure an enumerated use (Select One)	Not Applicable
<b>D.21</b>	Select the appropriate range of expected capital expenditures	Not Applicable
<b>D.22</b>	Is a Written Justification Required	Not Applicable
<b>D.23</b>	Does the project include required programmatic data	Not Applicable
<b>D.24</b>	Does the application indicate the program is designed to address equitable outcomes?	Yes

<b>E</b>	<b>ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6</b>
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Diversion programs are an enumerated eligible use of funds, and the reasonable costs associated with the operation of an eligible program are also permitted under ARPA. It is unclear if gas money and light refreshments associated with meetings for a diversion program would be considered a reasonable cost.

#### 1.11 Community Violence Interventions

- "Background: Recognizing that the public health emergency, necessary mitigation measures like social distancing, and the economic downturn have exacerbated mental health and substance use challenges for many Americans, the interim final rule included an enumerated eligible use for mental health treatment, substance use treatment, and other behavioral health services, including a non-exhaustive list of specific services that would be eligible under this category." (2022 Final Rule, pg. 4355)
- "Recipients may also use this eligible use category to respond to increased rates of behavioral health challenges at a population level or, at an individual level, new behavioral health challenges or exacerbation of pre-existing challenges, including new barriers to accessing treatment. Services that respond to these impacts of the public health emergency may include services across the continuum of care, including both acute and chronic care, such as prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs (e.g., from emergency departments or criminal justice system involvement), outreach to individuals not yet engaged in treatment, harm reduction, and supports for long-term recovery (e.g., peer support or recovery coaching, housing, transportation, employment services)." (2022 Final Rule, pg. 4356)
- "Evidence-based practices like focused deterrence, street outreach, violence interrupters, and hospital based violence intervention models, complete with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance" (2022 Final Rule, pg. 4357)
- "recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Pursuant to the SLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs. Direct costs are those that are identified specifically as costs of implementing the SLFRF program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are [sic] allocable to the SLFRF award such as the cost of facilities or administrative functions like a director's office." (2022 Final Rule, pg. 4435)



• "A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when the non-Federal entity is predominantly federally-funded.[...] Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the non-Federal entity or the proper and efficient performance of the Federal award. "(2 CFR 200.404)

**F ARPA SLFRF Eligibility Justification Requirements - Necessary with Item D.11 is marked "No"****F.1 Designating a Public Health Impact**

Using the funds to support diversion programs for people interacting with the criminal justice system is an enumerated use of funds, no further justification is required.

**F.1a Guidance:** See Final Rule, 87 Fed Reg 4343. There must be a negative public health impact or harm experienced by an individual or a class. For ease of administration, the interim final rule allowed, and the final rule maintains the ability for, recipients to identify a public health impact on a population or group of individuals, referred to as a "class," and to provide assistance to that class.

**F.2 Designating a Negative Economic Impact**

Using the funds to support diversion programs for people interacting with the criminal justice system is an enumerated use of funds, no further justification is required.

**F.2a Guidance:** See Final Rule, 87 Fed Reg 4343. First, there must be a negative economic impact, or an economic harm, experienced by an individual or a class. The recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID-19 public health emergency. A recipient should first consider whether an economic harm exists and then whether this harm was caused or made worse by the COVID-19 public health emergency. Second, the response must be designed to address the identified economic harm or impact resulting from or exacerbated by the public health emergency. In selecting responses, the recipient must assess whether, and the extent to which, the use would respond to or address this harm or impact.

**F.3 Description of how proposed program addresses/responds to harm and is reasonable**

Using the funds to support diversion programs for people interacting with the criminal justice system is an enumerated use of funds, no further justification is required.

**F.3a Guidance:** See Final Rule, 87 Fed Reg 4343. The program, service, or other intervention must address or respond to the identified impact or harm. The final rule maintains the interim final rule requirement that eligible uses under this category must be in response to the disease itself or other public health harms that it caused. Responses must be reasonably designed to benefit the individual or class that experienced the public health impact or harm. Uses of funds should be assessed based on their responsiveness to their intended beneficiaries and the ability of the response to address the impact or harm experienced by those beneficiaries. Responses must also be related and reasonably proportional to the extent and type of public health impact or harm experienced. Uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.

**F.4 Assessment of whether identified industry is eligible**

N/A

**F.4a Guidance: See Final Rule, 87 Fed Reg 4382.** Simplified test. An industry is presumed to be impacted if the industry experienced employment loss of at least 8 percent. Specifically, a recipient should compare the percent change in the number of employees of the recipient's identified industry and the national Leisure & Hospitality sector in the three months before the pandemic's most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule release (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021).

If an industry does not satisfy the test above or data are unavailable, the recipient may still designate the industry as impacted by demonstrating the following: the recipient can show that the totality of relevant major economic indicators demonstrate that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries at the time of the publication of the final rule, and that the impacts were generally due to the COVID-19 public health emergency. Recipients may rely on available economic data, government research publications, research from academic sources, and other quantitative sources for this determination. If quantitative data is unavailable, the recipient can rely on qualitative data to show that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries, and the impacts were generally due to the COVID-19 public health emergency. Recipients may rely on sources like community interviews, surveys, and research from relevant state and local government agencies

**G Capital Expenditure Evaluations - Complete if Item 16 is marked as "Between \$1 m and \$10 m" or "Over 10 m"****G.1 1. Description of harm or need to be addressed**

N/A

**G.1a Guidance: See Final Rule, 87 Fed Reg 4390-4391.** Recipients should provide a description of the specific harm or need to be addressed, and why the harm was exacerbated or caused by the public health emergency. When appropriate, recipients may provide quantitative information on the extent and type of the harm, such as the number of individuals or entities affected.

**G.2 2. Explanation of why a capital expenditure is appropriate**

N/A

**G.2a Guidance: See Final Rule, 87 Fed Reg 4390-4391.** Recipients should provide an independent assessment demonstrating why a capital expenditure is appropriate to address the specified harm or need. This should include an explanation of why existing capital equipment, property, or facilities would be inadequate to addressing the harm or need and why policy changes or additional funding to pertinent programs or services would be insufficient without the corresponding capital expenditures. Recipients are not required to demonstrate that the harm or need would be irremediable but for the additional capital expenditure; rather, they may show that other interventions would be inefficient, costly, or otherwise not reasonably designed to remedy the harm without additional capital expenditure.

**3. Comparison of the proposed capital expenditure against alternative capital expenditures****G.3** a. A comparison of the effectiveness of the capital expenditures in addressing the harm identified

N/A

**G.3a** **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should generally consider the effectiveness of the capital expenditures in addressing the harm over the useful life of the capital asset and may consider metrics such as the number of impacted or disproportionately impacted individuals or entities served, when such individuals or entities are estimated to be served, the relative time horizons of the project, and consideration of any uncertainties or risks involved with the capital expenditure.

**G.4** b. A comparison of the expected total cost of the capital expenditures

N/A

**G.4a** **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should consider the expected total cost of the capital expenditure required to construct, purchase, install, or improve the capital assets intended to address the public health or negative economic impact of the public health emergency. Recipients should include pre-development costs in their calculation and may choose to include information on ongoing operational costs, although this information is not required.

**H** **Equitable Outcomes - Complete if item 18 is populated with "Yes".****H.1** **Description of equitable outcome goal and how the proposed program expects to achieve this goal**

Diversion operation funds are an area that is essential in addressing the equity aspect of pre-arrest diversion. It is important that these funds support the Community Leadership Team, who are made up of individuals that have the necessary experience to run a program that affects citizens with substance abuse and mental health issues. lived the experiences , In order to ensure both equal representation in the CLT group and that members of the CLT are fairly compensated for their work, it is important to ensure that any costs related to their participation are covered, including transportation, childcare , light snacks, and drinks at meetings



team (CLT), whose racial and socioeconomic makeup reflects the community that the program serves; and

WHEREAS, this request is for \$2,500 (Two Thousand Five Hundred Dollars) a year for three years, a total of \$7,500 (Seven Thousand Five Hundred Dollars), to meet this initiative's need; and

WHEREAS, employees in Pre-Arrest Diversion nka Collaborative Diversion are housed in different county offices, as the community engagement coordinator, who is in charge of CLT, is an employee of the Kane County Sheriff's Office and the project manager is an employee of the Kane County State's Attorney's Office; and

WHEREAS, the community engagement coordinator will use funds from this award to provide support to the CLT, consistent with the uses provided for in Exhibit A, and will submit receipts and/or requests for reimbursement to the project manager who is an employee of the Kane County State's Attorney Office; and

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the request for SLFRF for Pre-Arrest Diversion and Equity: Operation Funds for the purpose of responding to the COVID-19 public emergency or its negative economic impacts and completed an assessment regarding the project's eligibility (see Exhibit A); and

WHEREAS, the ARPC consultant, Ernst and Young, has indicated that revenue recoupment funds from SLRF may be used to fund Pre-Arrest Diversion And Equity: Operation Funds project during the ARPA period of performance and in accordance with ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other State or local laws and regulations,

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use of amounts allocated under revenue recoupment of SLFRF in the amount of \$7,500 (Seven Thousand Five Hundred Dollars) to fund the Pre-Arrest Diversion and Equity: Operation Funds for the Kane County State's Attorney's Office, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations

WHEREAS, the ARPC recommends that the Kane County Board authorizes the transfer of the SLFRF Lost Revenue Recoupment funds in the amount of \$7,500 from fund 356 to fund 001 to be used to fund the Pre-Arrest Diversion and Equity: Operation Funds for the Kane County State's Attorney's Office,

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the use and transfer of State and Local Fiscal Recovery Funds from Lost Revenue Recoupment in the amount of \$7,500 from fund 356 to fund 001 to fund the Pre-Arrest

Diversion and Equity: Operation Funds for the Kane County State's Attorney's Office, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations, and

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Kane County Board that the following adjustment be made to the Fiscal Year 2024 budget:

356.800.672.99001	Transfer to General Fund 001	\$2,500
356.800.000.39900	Fund Balance Utilization	\$2,500
001.000.000.39356	Transfer from Recoupment of Lost Revenue Fund 356	\$2,500
001.300.306.53104	Program Events	\$2,000
001.300.306.53040	General Advertising	\$250
001.300.306.53100	Conferences and Training	\$250

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Kane County Board that the Fiscal Year 2025 budget will include an amount not to exceed \$2,500 for the Pre-Arrest Diversion and Equity: Operations Fund and the Fiscal Year 2026 budget will include an amount not to exceed \$2,500 per the Pre-Arrest Diversion and Equity: Operations Fund.

*Line Item:* See Above

*Line Item Description:* See Above

*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?* See Above

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

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

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

Vote:



## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### **Title**

Authorizing the use and transfer of State and Local Fiscal Recovery Funds from Lost Revenue Recoupment Fund 356 to General Fund 001 to Fund Pre-Arrest Diversion and Equity: Operation Funds for the Kane County State's Attorney's Office

### **Committee Flow:**

American Rescue Plan Committee, Executive Committee, County Board

### **Contact:**

Jarett Sanchez, 630.444.1224

### **Budget Information:**

Was this item budgeted? No	Appropriation Amount: \$7,500.00
If not budgeted, explain funding source: ARPA Recoupment Funds	

### **Summary:**

This resolution authorizes the use ARPA Recoupment Funds in the amount of \$7,500.00 to fund Pre-Arrest Diversion and Equity: Operational Funds for the Kane County State's Attorney's Office, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.



**A Proposed Program Name**

Pre-Arrest Diversion and Equity: Operations Funds

**B Proposed Program Summary**

Operations Funds relate to FPF and the LEAD model in pre-arrest diversion. These funds are geared toward supporting the community leadership team (CLT), which is made up of community members who have lived the experiences common among PAD participants. It is important that the racial and socioeconomic makeup of the CLT reflects the community that we serve. We are requesting \$2,500 a year, for three years a total of \$7,500 to meet this initiative's need.

The LEAD Toolkit (page 30) recommends \$2,500 a year for operational funds which is what we are requesting in order to ensure that the Operational funds for the Community Leadership team are enough to ensure adequate resources for compensation.

In order to ensure both equal representation in the CLT group and that members of the CLT are fairly compensated for their work, it is important to ensure that any costs related to their participation are covered, including transportation, childcare, light snacks, and drinks at meetings.

**C Proposed Program Risk Considerations and Requirements Summary**

Diversion programs are an enumerated eligible use of funds, and the reasonable costs associated with the operation of an eligible program are also permitted under ARPA. However, it is unclear if gas money and light refreshments associated with meetings for a diversion program would be considered a reasonable cost.

The County may consider revenue recoupment for this project.

**Questions:**

1. Please clarify how the funds will be used. The project details mention providing compensation to the public health program leaders, however the budget only list expenses for commodities. Will any of the funds be used for payroll or related benefits? Please clarify the type of commodity expenses budgeted. Please also explain the specific types of snacks and drinks purchased for the meetings. Will any of the snacks and drinks be provided to the public health program participants or just the Community Leadership Team (CLT)? **Funds will not be used for payroll or related benefits. Commodity expenses include food and drinks for events, as well as mileage reimbursement for travel to and from CLT events. The food and drinks will serve both CLT members, as well as public health program participants.**

2. What are the estimated number of members on the Community Leadership Team (CLT)? **7**

3. The brief description/budget table mentions purchasing \$2,500 of commodities per year, for a three year period (2022-2024). Will the program require funding beyond the eligible period of ARPA SLFRF funds? If so, what are the estimated ongoing costs beyond ARPA SLFRF eligibility period?

**Yes, extending for two additional years, 2025 and 2026 at \$5,000 (\$2,500 per year).**

4. On question 10 (Services to Disproportionately Impacted Communities) of the application, two boxes for housing support were selected. Can you provide additional detail on the type of housing assistance provided by the pre-arrest diversion program? **Applying for housing assistance, assisting in finding housing/shelter, emergency housing assistance (hotel stays), and first month's rent for sober living stays to get participants established.**

5. Are the CLT members county employees? Are they employed by a non-profit? Do they operate on a volunteer basis? **One CLT member is a county employee, our Community Engagement Coordinator. Some of the CLT members are employed by non-profit organizations. They do operate on a volunteer basis.**

**D Program Assessment Details**

Complete the below Program Assessment Checklist. For instructions/guidance on using the below checklist please see the User Guide

<b>D.1</b>	Select the appropriate broad SLFRF category applicable to this project	Responding to the public health and negative economic impacts of the pandemic
<b>D.2</b>	Select SLFRF Expenditure Category	EC1
<b>D.3</b>	SLFRF Expenditure Category Description	1: Public Health
<b>D.4</b>	Select SLFRF Expenditure Subcategory	1.11 Community Violence Interventions*^
<b>D.5</b>	Additional SLFRF Expenditure Categories for consideration	1.12 Mental Health Services*^

<b>D.6</b>	Comments regarding additional SLFRF Expenditure Categories	The community health program leaders may fall under either the public health or human services category. They will be leading substance abuse and mental health programs.
<b>D.7</b>	Are the beneficiaries Populations Presumed Eligible?	Yes
<b>D.8</b>	Which Populations Presumed Eligible does the proposed program intend to serve?	Disproportionately Impacted
<b>D.9</b>	Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)?	Each Applicant
<b>D.10</b>	Is the proposed project related to an industry other than Tourism, Travel, or Hospitality?	Not Applicable
<b>D.11</b>	Is the proposed project an enumerated use?	Yes
<b>D.12</b>	Does the proposed project include subrecipients/beneficiaries?	No
<b>D.13</b>	What is the estimated number of subrecipients/beneficiaries?	0
<b>D.14</b>	Will the County be using a partner/subrecipient to administer the program?	No
<b>D.15</b>	Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds?	Yes
<b>D.16</b>	Estimated ongoing costs beyond ARPA SLFRF eligibility period	5000
<b>D.17</b>	Is the proposed project/expenditure solely related to ARPA SLFRF eligible uses?	Yes
<b>D.18</b>	Percentage of project estimated to be ARPA SLFRF eligible	100%
<b>D.19</b>	Does the proposed project include capital expenditures	No
<b>D.20</b>	Is the capital expenditure an enumerated use (Select One)	Not Applicable
<b>D.21</b>	Select the appropriate range of expected capital expenditures	Not Applicable
<b>D.22</b>	Is a Written Justification Required	Not Applicable
<b>D.23</b>	Does the project include required programmatic data	Not Applicable
<b>D.24</b>	Does the application indicate the program is designed to address equitable outcomes?	Yes

<b>E</b>	<b>ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6</b>
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Diversion programs are an enumerated eligible use of funds, and the reasonable costs associated with the operation of an eligible program are also permitted under ARPA. It is unclear if gas money and light refreshments associated with meetings for a diversion program would be considered a reasonable cost.

#### 1.11 Community Violence Interventions

- "Background: Recognizing that the public health emergency, necessary mitigation measures like social distancing, and the economic downturn have exacerbated mental health and substance use challenges for many Americans, the interim final rule included an enumerated eligible use for mental health treatment, substance use treatment, and other behavioral health services, including a non-exhaustive list of specific services that would be eligible under this category." (2022 Final Rule, pg. 4355)
- "Recipients may also use this eligible use category to respond to increased rates of behavioral health challenges at a population level or, at an individual level, new behavioral health challenges or exacerbation of pre-existing challenges, including new barriers to accessing treatment. Services that respond to these impacts of the public health emergency may include services across the continuum of care, including both acute and chronic care, such as prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs (e.g., from emergency departments or criminal justice system involvement), outreach to individuals not yet engaged in treatment, harm reduction, and supports for long-term recovery (e.g., peer support or recovery coaching, housing, transportation, employment services)." (2022 Final Rule, pg. 4356)
- "Evidence-based practices like focused deterrence, street outreach, violence interrupters, and hospital based violence intervention models, complete with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance" (2022 Final Rule, pg. 4357)
- "recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Pursuant to the SLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs. Direct costs are those that are identified specifically as costs of implementing the SLFRF program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are [sic] allocable to the SLFRF award such as the cost of facilities or administrative functions like a director's office." (2022 Final Rule, pg. 4435)

• "A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when the non-Federal entity is predominantly federally-funded.[...] Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the non-Federal entity or the proper and efficient performance of the Federal award. "(2 CFR 200.404)

<b>F</b>	<b>ARPA SLFRF Eligibility Justification Requirements - Necessary with Item D.11 is marked "No"</b>
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<b>F.1</b>	<b>Designating a Public Health Impact</b>
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Using the funds to support diversion programs for people interacting with the criminal justice system is an enumerated use of funds, no further justification is required.

<b>F.1a</b>	<b>Guidance: See Final Rule, 87 Fed Reg 4343.</b> There must be a negative public health impact or harm experienced by an individual or a class. For ease of administration, the interim final rule allowed, and the final rule maintains the ability for, recipients to identify a public health impact on a population or group of individuals, referred to as a "class," and to provide assistance to that class.
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<b>F.2</b>	<b>Designating a Negative Economic Impact</b>
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Using the funds to support diversion programs for people interacting with the criminal justice system is an enumerated use of funds, no further justification is required.

<b>F.2a</b>	<b>Guidance: See Final Rule, 87 Fed Reg 4343.</b> First, there must be a negative economic impact, or an economic harm, experienced by an individual or a class. The recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID-19 public health emergency. A recipient should first consider whether an economic harm exists and then whether this harm was caused or made worse by the COVID-19 public health emergency. Second, the response must be designed to address the identified economic harm or impact resulting from or exacerbated by the public health emergency. In selecting responses, the recipient must assess whether, and the extent to which, the use would respond to or address this harm or impact.
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<b>F.3</b>	<b>Description of how proposed program addresses/responds to harm and is reasonable</b>
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Using the funds to support diversion programs for people interacting with the criminal justice system is an enumerated use of funds, no further justification is required.

<b>F.3a</b>	<b>Guidance: See Final Rule, 87 Fed Reg 4343.</b> The program, service, or other intervention must address or respond to the identified impact or harm. The final rule maintains the interim final rule requirement that eligible uses under this category must be in response to the disease itself or other public health harms that it caused. Responses must be reasonably designed to benefit the individual or class that experienced the public health impact or harm. Uses of funds should be assessed based on their responsiveness to their intended beneficiaries and the ability of the response to address the impact or harm experienced by those beneficiaries. Responses must also be related and reasonably proportional to the extent and type of public health impact or harm experienced. Uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.
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**F.4 Assessment of whether identified industry is eligible**

N/A

**F.4a Guidance:** See Final Rule, 87 Fed Reg 4382. Simplified test. An industry is presumed to be impacted if the industry experienced employment loss of at least 8 percent. Specifically, a recipient should compare the percent change in the number of employees of the recipient's identified industry and the national Leisure & Hospitality sector in the three months before the pandemic's most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule release (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021).

If an industry does not satisfy the test above or data are unavailable, the recipient may still designate the industry as impacted by demonstrating the following: the recipient can show that the totality of relevant major economic indicators demonstrate that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries at the time of the publication of the final rule, and that the impacts were generally due to the COVID-19 public health emergency. Recipients may rely on available economic data, government research publications, research from academic sources, and other quantitative sources for this determination. If quantitative data is unavailable, the recipient can rely on qualitative data to show that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries, and the impacts were generally due to the COVID-19 public health emergency. Recipients may rely on sources like community interviews, surveys, and research from relevant state and local government agencies

**G Capital Expenditure Evaluations - Complete if Item 16 is marked as "Between \$1 m and \$10 m" or "Over 10 m"****G.1 1. Description of harm or need to be addressed**

N/A

**G.1a Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should provide a description of the specific harm or need to be addressed, and why the harm was exacerbated or caused by the public health emergency. When appropriate, recipients may provide quantitative information on the extent and type of the harm, such as the number of individuals or entities affected.

**G.2 2. Explanation of why a capital expenditure is appropriate**

N/A

**G.2a Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should provide an independent assessment demonstrating why a capital expenditure is appropriate to address the specified harm or need. This should include an explanation of why existing capital equipment, property, or facilities would be inadequate to addressing the harm or need and why policy changes or additional funding to pertinent programs or services would be insufficient without the corresponding capital expenditures. Recipients are not required to demonstrate that the harm or need would be irremediable but for the additional capital expenditure; rather, they may show that other interventions would be inefficient, costly, or otherwise not reasonably designed to remedy the harm without additional capital expenditure.

**3. Comparison of the proposed capital expenditure against alternative capital expenditures****G.3** a. A comparison of the effectiveness of the capital expenditures in addressing the harm identified

N/A

**G.3a** **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should generally consider the effectiveness of the capital expenditures in addressing the harm over the useful life of the capital asset and may consider metrics such as the number of impacted or disproportionately impacted individuals or entities served, when such individuals or entities are estimated to be served, the relative time horizons of the project, and consideration of any uncertainties or risks involved with the capital expenditure.

**G.4** b. A comparison of the expected total cost of the capital expenditures

N/A

**G.4a** **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should consider the expected total cost of the capital expenditure required to construct, purchase, install, or improve the capital assets intended to address the public health or negative economic impact of the public health emergency. Recipients should include pre-development costs in their calculation and may choose to include information on ongoing operational costs, although this information is not required.

**H** **Equitable Outcomes - Complete if item 18 is populated with "Yes".****H.1** **Description of equitable outcome goal and how the proposed program expects to achieve this goal**

Diversion operation funds are an area that is essential in addressing the equity aspect of pre-arrest diversion. It is important that these funds support the Community Leadership Team, who are made up of individuals that have the necessary experience to run a program that affects citizens with substance abuse and mental health issues. lived the experiences , In order to ensure both equal representation in the CLT group and that members of the CLT are fairly compensated for their work, it is important to ensure that any costs related to their participation are covered, including transportation, childcare , light snacks, and drinks at meetings



WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$43,402.06 to fund the reimbursement of Finance staff pay and benefits for hours worked on ARPA administration tasks for the Kane County Finance Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED, the Kane County Board hereby authorizes the Kane County Finance Department the use of State and Local Fiscal Recovery Funds in the amount of \$43,402.06 insert to be used for the reimbursement of Finance staff pay and benefits for hours worked on ARPA administration tasks, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Kane County Board that the following adjustment be made to the Fiscal Year 2024 budget:

355.800.668.99001	Transfer to General Fund 001	\$25,428.11
355.800.668.85000	Allowance for Budget Expense	(\$25,428.11)
001.000.000.39355	Transfer from ARPA Fund 355	\$25,428.11
001.040.040.40000	Salaries and Wages	\$25,428.11

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Kane County Board that the Fiscal Year 2025 budget will include an amount not to exceed \$8,876.02 Finance Staff Pay and Benefits and the Fiscal Year 2026 budget will include an amount not to exceed \$9,097.92 for Finance Staff Pay and Benefits.

*Line Item:* See Above

*Line Item Description:* See Above

*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?* See Above

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 use of State and Local Fiscal Recovery Funds to fund the reimbursement of finance staff pay and benefits for hours worked on ARPA Administration Tasks for Kane County Finance Department

### **Committee Flow:**

American Rescue Plan Committee, Executive Committee, County Board

### **Contact:**

Jarett Sanchez, 630.444.1224

### **Budget Information:**

Was this item budgeted? No	Appropriation Amount: \$43,402.06
If not budgeted, explain funding source: SLFRF	

### **Summary:**

This resolution authorizes the use of SLFRF in the amount of \$43,402.06 to fund the reimbursement of finance staff pay and benefits for hours worked on ARPA administration tasks for the Kane County Finance Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

**A Proposed Program Name**

Kane County Finance Department ARPA Staff and Audit Reimbursement

**B Proposed Program Summary**

The Kane County Finance Department staff have assisted in the preparation of resolutions, preparing ARPA quarterly reports, setup of general ledger accounts, ARPA accounts payable processing, preparing information for the annual external audit, and weekly meetings. Finance is requesting that ARPA funds be used to reimburse the staff salaries and benefits for the hours worked on ARPA administration.

The assistance provided by the Kane County Finance Department ensures that financial and compliance reporting and transaction processing is in accordance with standard practices.

The estimated total cost of this project is \$45,000.00

**C Proposed Program Risk Considerations and Requirements Summary**

Funding the costs of the direct administration of the ARPA program is an enumerated use of funds. The County will need to ensure that reimbursement is only for the portion of the employee's time that was worked on ARPA administration (preparation of RES, processing invoices, supporting Treasury reporting and similar tasks).

**D Program Assessment Details**

Complete the below Program Assessment Checklist. For instructions/guidance on using the below checklist please see the User Guide

<b>D.1</b>	Select the appropriate broad SLFRF category applicable to this project	Responding to the public health and negative economic impacts of the pandemic
<b>D.2</b>	Select SLFRF Expenditure Category	EC7
<b>D.3</b>	SLFRF Expenditure Category Description	7: Administrative
<b>D.4</b>	Select SLFRF Expenditure Subcategory	7.1 Administrative Expenses
<b>D.5</b>	Additional SLFRF Expenditure Categories for consideration	N/A
<b>D.6</b>	Comments regarding additional SLFRF Expenditure Categories	N/A
<b>D.7</b>	Are the beneficiaries Populations Presumed Eligible?	Not Applicable
<b>D.8</b>	Which Populations Presumed Eligible does the proposed program intend to serve?	Not Applicable
<b>D.9</b>	Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)?	Not Applicable
<b>D.10</b>	Is the proposed project related to an industry other than Tourism, Travel, or Hospitality?	Not Applicable
<b>D.11</b>	Is the proposed project an enumerated use?	Yes
<b>D.12</b>	Does the proposed project include subrecipients/beneficiaries?	Not Applicable
<b>D.13</b>	What is the estimated number of subrecipients/beneficiaries?	N/A
<b>D.14</b>	Will the County be using a partner/subrecipient to administer the program?	Not Applicable
<b>D.15</b>	Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds?	No
<b>D.16</b>	Estimated ongoing costs beyond ARPA SLFRF eligibility period	N/A
<b>D.17</b>	Is the proposed project/expenditure solely related to ARPA SLFRF eligible uses?	Yes
<b>D.18</b>	Percentage of project estimated to be ARPA SLFRF eligible	100%
<b>D.19</b>	Does the proposed project include capital expenditures	No
<b>D.20</b>	Is the capital expenditure an enumerated use (Select One)	Not Applicable
<b>D.21</b>	Select the appropriate range of expected capital expenditures	Not Applicable
<b>D.22</b>	Is a Written Justification Required	Not Applicable
<b>D.23</b>	Does the project include required programmatic data	Not Applicable
<b>D.24</b>	Does the application indicate the program is designed to address equitable outcomes?	No

**E ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6**

Funding the costs of the direct administration of the ARPA program is an enumerated use of funds. The County will need to ensure that reimbursement is only for the portion of the employee's time that was worked on ARPA administration (preparation of RES, processing invoices, supporting Treasury reporting and similar tasks).

#### **7.1 Administrative Expenses**

- "Recipients may use funds for direct and indirect administrative costs for administering the SLFRF program and projects funded by the SLFRF program. See section Administrative Expenses in Program Administration Provisions for details on this eligible use category." (2022 Final Rule pg. 4387)
- "Pursuant to the SLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs. Direct costs are those that are identified specifically as costs of implementing the SLFRF program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are [sic] allocable to the SLFRF award such as the cost of facilities or administrative functions like a director's office. "Several commenters requested clarity on which administrative expenses are permissible uses of funds and how recipients should structure administrative costs. In the final rule, Treasury is clarifying that direct and indirect administrative expenses are permissible uses of SLFRF funds and are a separate eligible use category from "[e]xpenses to improve efficacy of public health or economic relief programs," which refers to efforts to improve the effectiveness of public health and economic programs through use of data, evidence, and targeted consumer outreach." (2022 Final Rule pg. 4435-4436)

**F ARPA SLFRF Eligibility Justification Requirements - Necessary with Item D.11 is marked "No"****F.1 Designating a Public Health Impact**

n/a

**F.1a Guidance:** See Final Rule, 87 Fed Reg 4343. There must be a negative public health impact or harm experienced by an individual or a class. For ease of administration, the interim final rule allowed, and the final rule maintains the ability for, recipients to identify a public health impact on a population or group of individuals, referred to as a "class," and to provide assistance to that class.

**F.2 Designating a Negative Economic Impact**

n/a

**F.2a Guidance:** See Final Rule, 87 Fed Reg 4343. First, there must be a negative economic impact, or an economic harm, experienced by an individual or a class. The recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID-19 public health emergency. A recipient should first consider whether an economic harm exists and then whether this harm was caused or made worse by the COVID-19 public health emergency. Second, the response must be designed to address the identified economic harm or impact resulting from or exacerbated by the public health emergency. In selecting responses, the recipient must assess whether, and the extent to which, the use would respond to or address this harm or impact.

**F.3 Description of how proposed program addresses/responds to harm and is reasonable**

n/a

**F.3a Guidance:** See Final Rule, 87 Fed Reg 4343. The program, service, or other intervention must address or respond to the identified impact or harm. The final rule maintains the interim final rule requirement that eligible uses under this category must be in response to the disease itself or other public health harms that it caused. Responses must be reasonably designed to benefit the individual or class that experienced the public health impact or harm. Uses of funds should be assessed based on their responsiveness to their intended beneficiaries and the ability of the response to address the impact or harm experienced by those beneficiaries. Responses must also be related and reasonably proportional to the extent and type of public health impact or harm experienced. Uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.

**F.4 Assessment of whether identified industry is eligible**

n/a

**F.4a Guidance: See Final Rule, 87 Fed Reg 4382.** Simplified test. An industry is presumed to be impacted if the industry experienced employment loss of at least 8 percent. Specifically, a recipient should compare the percent change in the number of employees of the recipient's identified industry and the national Leisure & Hospitality sector in the three months before the pandemic's most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule release (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021).

If an industry does not satisfy the test above or data are unavailable, the recipient may still designate the industry as impacted by demonstrating the following: the recipient can show that the totality of relevant major economic indicators demonstrate that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries at the time of the publication of the final rule, and that the impacts were generally due to the COVID-19 public health emergency. Recipients may rely on available economic data, government research publications, research from academic sources, and other quantitative sources for this determination. If quantitative data is unavailable, the recipient can rely on qualitative data to show that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries, and the impacts were generally due to the COVID-19 public health emergency. Recipients may rely on sources like community interviews, surveys, and research from relevant state and local government agencies

**G Capital Expenditure Evaluations - Complete if Item 16 is marked as "Between \$1 m and \$10 m" or "Over 10 m"****G.1 1. Description of harm or need to be addressed**

n/a

**G.1a Guidance: See Final Rule, 87 Fed Reg 4390-4391.** Recipients should provide a description of the specific harm or need to be addressed, and why the harm was exacerbated or caused by the public health emergency. When appropriate, recipients may provide quantitative information on the extent and type of the harm, such as the number of individuals or entities affected.

**G.2 2. Explanation of why a capital expenditure is appropriate**

n/a

**G.2a Guidance: See Final Rule, 87 Fed Reg 4390-4391.** Recipients should provide an independent assessment demonstrating why a capital expenditure is appropriate to address the specified harm or need. This should include an explanation of why existing capital equipment, property, or facilities would be inadequate to addressing the harm or need and why policy changes or additional funding to pertinent programs or services would be insufficient without the corresponding capital expenditures. Recipients are not required to demonstrate that the harm or need would be irremediable but for the additional capital expenditure; rather, they may show that other interventions would be inefficient, costly, or otherwise not reasonably designed to remedy the harm without additional capital expenditure.

**3. Comparison of the proposed capital expenditure against alternative capital expenditures**

**G.3** a. A comparison of the effectiveness of the capital expenditures in addressing the harm identified

n/a

**G.3a** **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should generally consider the effectiveness of the capital expenditures in addressing the harm over the useful life of the capital asset and may consider metrics such as the number of impacted or disproportionately impacted individuals or entities served, when such individuals or entities are estimated to be served, the relative time horizons of the project, and consideration of any uncertainties or risks involved with the capital expenditure.

**G.4** b. A comparison of the expected total cost of the capital expenditures

n/a

**G.4a** **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should consider the expected total cost of the capital expenditure required to construct, purchase, install, or improve the capital assets intended to address the public health or negative economic impact of the public health emergency. Recipients should include pre-development costs in their calculation and may choose to include information on ongoing operational costs, although this information is not required.

**H** **Equitable Outcomes - Complete if item 18 is populated with "Yes".**

**H.1** **Description of equitable outcome goal and how the proposed program expects to achieve this goal**

This project is not designed to address equitable outcomes.





## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### **Title**

Acknowledging Annual Review of Number of Procurement Cards Issued to County Board Office and Each of their Transaction Limits

### **Committee Flow:**

Executive Committee, Finance and Budget Committee

### **Contact:**

Jane Tallitsch, 630.232.5931

### **Budget Information:**

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

### **Summary:**

The amended Financial Policies regarding procurement cards now require the number of procurement cards issued and the transaction limits established for each cardholder to be reviewed annually by the standing committee to which the cardholder's elected official reports as well as the Finance Committee.



**2024 (Department Name)**  
**P-Card Holders and Transaction Limits**

<b>Name</b>	<b>Single Purchase</b>	<b>Credit Limit</b>
Corinne M. Pierog	\$1,000.00	\$10,000.00



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

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

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

Vote:



## **RESOLUTION/ORDINANCE EXECUTIVE SUMMARY**

### **Resolution: No.**

Approving February 2024 Claims Paid

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

**Contact:** Penny Wegman, 630.232.5918

According to the Kane County Code Section 2-193 Expenditure of Funds for Settlement of Claims B. Monthly Reports On Claims: The county auditor shall file a monthly report of all claims paid in the prior month to the chairman and all other members of the county board. For each claim paid, the monthly report shall identify the claimant, the nature of the claim and the official or department, if any, against which the claim was made, the fund from which the payment was made, the amount of the payment and the date the check was issued.

Similarly according to the Kane County Financial Policies 8. Disbursement Policies b): A report shall be run monthly by the Auditor of all claims paid. Said report shall be available to all members of the County Board in the office of the County Board Chair. For each claim paid, the report shall identify the creditor, the department or official which purchased the product or service, the fund from which the payment was made, the amount of the payment and the date the check was issued.

The accompanying Report of Claims Paid is submitted to comply with those requirements, and to document that the County Board has approved the payment of those claims.

CLAIMS PAID REPORT FEBRUARY 2024 FOR COUNTY BOARD INFORMATION

VENDOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Fifth Third Bank	Payroll Taxes Payable		General Fund	2/26/2024	237.48
Fifth Third Bank	Miscellaneous Other	General Government Revenue	General Fund	2/26/2024	40.00
Fifth Third Bank	Miscellaneous Other	General Government Revenue	General Fund	2/26/2024	26.18
McGuireWoods LLP	Contractual/Consulting Services	County Board	General Fund	2/13/2024	10,000.00
McGuireWoods LLP	Contractual/Consulting Services	County Board	General Fund	2/13/2024	10,000.00
The Tree House Inc	Office Supplies	County Board	General Fund	2/13/2024	4,438.79
Warehouse Direct, Inc.	Office Supplies	County Board	General Fund	2/26/2024	89.25
Fifth Third Bank	Office Supplies	County Board	General Fund	2/26/2024	16.88
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	County Board	General Fund	2/26/2024	23.53
Baker Tilly Virchow Krause, LLP	Certified Audit Contract	Finance	General Fund	2/26/2024	19,000.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Finance	General Fund	2/26/2024	136.92
Fifth Third Bank	General Association Dues	Finance	General Fund	2/26/2024	495.00
Government Finance Officers Assn (GFOA)	General Association Dues	Finance	General Fund	2/26/2024	1,775.00
Illinois Government Finance Officers Association	General Association Dues	Finance	General Fund	2/26/2024	800.00
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Finance	General Fund	2/26/2024	26.79
The Tree House Inc	Office Supplies	Finance	General Fund	2/26/2024	173.52
Tyler Business Forms	Computer Related Supplies	Finance	General Fund	2/13/2024	1,453.37
Iron Mountain Information Management, LLC	Contractual/Consulting Services	Information Technologies	General Fund	2/13/2024	261.51
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Information Technologies	General Fund	2/13/2024	613.31
Iron Mountain Information Management, LLC	Contractual/Consulting Services	Information Technologies	General Fund	2/26/2024	1,188.23
Telcom Innovations Group LLC	Repairs and Maint- Comm Equip	Information Technologies	General Fund	2/13/2024	145.00
Fifth Third Bank	Repairs and Maint- Comm Equip	Information Technologies	General Fund	2/26/2024	1,710.93
Fifth Third Bank	Repairs and Maint- Vehicles	Information Technologies	General Fund	2/26/2024	28.82
Fifth Third Bank	Conferences and Meetings	Information Technologies	General Fund	2/26/2024	761.92
Fifth Third Bank	Employee Training	Information Technologies	General Fund	2/26/2024	175.00
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Information Technologies	General Fund	2/26/2024	88.30
Fifth Third Bank	Office Supplies	Information Technologies	General Fund	2/26/2024	3,218.44
Fifth Third Bank	Office Supplies	Information Technologies	General Fund	2/26/2024	84.85
Fifth Third Bank	Computer Related Supplies	Information Technologies	General Fund	2/26/2024	4,389.27
Southern Computer Warehouse (SCW)	Computer Related Supplies	Information Technologies	General Fund	2/26/2024	655.10
Impact Networking, LLC	Printing Supplies	Information Technologies	General Fund	2/13/2024	1,497.34
Impact Networking, LLC	Printing Supplies	Information Technologies	General Fund	2/13/2024	2,103.87
Warehouse Direct, Inc.	Printing Supplies	Information Technologies	General Fund	2/26/2024	246.00
WEX BANK	Fuel- Vehicles	Information Technologies	General Fund	2/13/2024	272.79
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	2/13/2024	581.20
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	2/13/2024	346.31
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	2/13/2024	353.25
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	2/13/2024	390.00
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	2/26/2024	416.00
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	2/26/2024	346.31
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	2/26/2024	2,473.31
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	2/26/2024	2,353.31
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	2/26/2024	249.71
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	2/26/2024	540.00
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	2/26/2024	404.30
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	2/13/2024	11,555.34
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	2/13/2024	4,386.18
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	2/13/2024	14,999.00
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	2/13/2024	2,067.50
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	2/13/2024	7,081.72
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	2/13/2024	10,309.00
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	2/13/2024	1,758.75
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	2/13/2024	9,852.50
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	2/13/2024	5,909.11
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	2/13/2024	13,809.32

PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Building Management	General Fund	2/13/2024	4,425.84
Fifth Third Bank	Janitorial Services	Building Management	General Fund	2/26/2024	181.00
Santa's Village, LLC	Repairs and Maintenance- Roads	Building Management	General Fund	2/13/2024	33,337.80
Neuco Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	98.90
Neuco Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	327.51
Neuco Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	98.95
Porter Pipe & Supply CO	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	29.35
Rehm Electric Shop, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	950.00
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	15.21
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	184.31
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	150.05
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	129.79
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	136.06
Midwest Decorating, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	12,400.00
MRRW Construction, LLC	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	2,576.35
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	29.92
Sign Tech, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	2,460.00
Sign Tech, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	707.00
Valley Lock Company Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	91.94
WM. F. Meyer Co.	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	190.17
WM. F. Meyer Co.	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	120.90
WM. F. Meyer Co.	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	21.79
Erikki, LLC dba Two Men and a Truck IL	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	630.00
Erikki, LLC dba Two Men and a Truck IL	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	1,253.75
Erikki, LLC dba Two Men and a Truck IL	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	795.00
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	69.36
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	9.12
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	-69.36
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	4,845.65
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	552.55
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	11,320.52
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	106.83
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	263.16
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	8,802.00
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	170.75
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	2,563.61
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	102.64
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	4.46
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	13.47
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	4.30
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	0.91
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	8.99
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	6.46
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	60.96
G.W. Berkheimer Co., Inc.	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	491.72
ILLCO, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	7.12
ILLCO, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	342.33
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	70.67
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	74.80
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	42.76
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	141.55
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	43.94
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	32.26
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	212.88
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	21.81
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	46.92
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Buildings	Building Management	General Fund	2/13/2024	16.05

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Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	21.57
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	30.58
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	126.84
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	292.38
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	22.07
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	314.21
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	2,805.16
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	-106.83
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	71.94
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	92.88
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	99.24
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	149.38
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	211.06
Hartwig Plumb & Heat Inc dba Hartwig Mechanical	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	682.50
F.E. Moran, Inc. Fire Protection of Northern IL	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	800.00
Fifth Third Bank	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	1,129.31
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	354.00
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	1,065.13
Black Gold Septic Contractors, Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	485.00
Black Gold Septic Contractors, Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	235.00
Chem-Wise Ecological Pest Management, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	564.00
Datamation Imaging Services Corporation	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	8,651.59
WM. F. Meyer Co.	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	382.29
Valley Lock Company Inc	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	122.43
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	1,062.00
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	2,699.28
Weatherguard Roofing Co	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	704.75
Sign Tech, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	690.00
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	24.77
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	138.43
MRRW Construction, LLC	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	4,320.00
MRRW Construction, LLC	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	2,576.35
MRRW Construction, LLC	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	2,576.35
MRRW Construction, LLC	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	10,604.00
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	127.32
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	104.44
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	3.65
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	42.73
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	105.91
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	176.83
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	52.61
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	2/26/2024	44.15
Stenstrom Petroleum Services Group	Repairs and Maint- Equipment	Building Management	General Fund	2/13/2024	1,604.00
Synchrony Bank (Sam's Club Direct/Lowes)	Repairs and Maint- Equipment	Building Management	General Fund	2/13/2024	388.51
F.E. Moran, Inc. Fire Protection of Northern IL	Repairs and Maint- Equipment	Building Management	General Fund	2/13/2024	1,490.00
Neuco Inc	Repairs and Maint- Equipment	Building Management	General Fund	2/13/2024	5,796.04
Neuco Inc	Repairs and Maint- Equipment	Building Management	General Fund	2/13/2024	5,796.04
Porter Pipe & Supply CO	Repairs and Maint- Equipment	Building Management	General Fund	2/13/2024	333.66
R.J. O'Neil, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	2/13/2024	830.00
Trane US Inc dba Trane	Repairs and Maint- Equipment	Building Management	General Fund	2/13/2024	1,652.58
Trane US Inc dba Trane	Repairs and Maint- Equipment	Building Management	General Fund	2/13/2024	544.95
1 Source Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	2/13/2024	405.00
1 Source Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	2/13/2024	865.18
F.E. Moran Inc. Mechanical Services	Repairs and Maint- Equipment	Building Management	General Fund	2/13/2024	17,562.50
Grainger Inc	Repairs and Maint- Equipment	Building Management	General Fund	2/13/2024	603.38
Grainger Inc	Repairs and Maint- Equipment	Building Management	General Fund	2/13/2024	660.12
Grainger Inc	Repairs and Maint- Equipment	Building Management	General Fund	2/13/2024	149.00



Grainger Inc	Repairs and Maint- Equipment	Building Management	General Fund	2/13/2024	339.84
Grainger Inc	Repairs and Maint- Equipment	Building Management	General Fund	2/13/2024	636.97
Grainger Inc	Repairs and Maint- Equipment	Building Management	General Fund	2/13/2024	97.54
Hartwig Plumb & Heat Inc dba Hartwig Mechanical	Repairs and Maint- Equipment	Building Management	General Fund	2/13/2024	405.00
Key Construction Group, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	2/13/2024	2,840.00
Key Construction Group, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	2/26/2024	290.85
Key Construction Group, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	2/26/2024	581.70
Key Construction Group, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	2/26/2024	2,374.50
Key Construction Group, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	2/26/2024	576.00
Hartwig Plumb & Heat Inc dba Hartwig Mechanical	Repairs and Maint- Equipment	Building Management	General Fund	2/26/2024	2,850.00
ILLCO, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	2/26/2024	426.44
ILLCO, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	2/26/2024	129.58
Grainger Inc	Repairs and Maint- Equipment	Building Management	General Fund	2/26/2024	309.72
Grainger Inc	Repairs and Maint- Equipment	Building Management	General Fund	2/26/2024	1,043.54
Grainger Inc	Repairs and Maint- Equipment	Building Management	General Fund	2/26/2024	3,813.27
Grainger Inc	Repairs and Maint- Equipment	Building Management	General Fund	2/26/2024	0.85
Grainger Inc	Repairs and Maint- Equipment	Building Management	General Fund	2/26/2024	61.31
Grainger Inc	Repairs and Maint- Equipment	Building Management	General Fund	2/26/2024	196.02
F.E. Moran Inc. Mechanical Services	Repairs and Maint- Equipment	Building Management	General Fund	2/26/2024	3,570.88
1 Source Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	2/26/2024	846.83
Valley Security Company	Repairs and Maint- Equipment	Building Management	General Fund	2/26/2024	708.00
Rehm Electric Shop, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	2/26/2024	1,597.04
Rehm Electric Shop, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	2/26/2024	2,153.10
Phigenics, LLC	Repairs and Maint- Equipment	Building Management	General Fund	2/26/2024	2,800.00
F.E. Moran, Inc. Fire Protection of Northern IL	Repairs and Maint- Equipment	Building Management	General Fund	2/26/2024	1,718.00
Fifth Third Bank	Repairs and Maint- Equipment	Building Management	General Fund	2/26/2024	2,645.70
TEC Distribution LLC dba Temperature Equipment Co.	Repairs and Maint- Equipment	Building Management	General Fund	2/26/2024	5,542.56
Sunbelt Rentals	Equipment Lease	Building Management	General Fund	2/26/2024	1,097.30
NAPA Auto Parts - St. Charles	Repairs and Maint- Vehicles	Building Management	General Fund	2/13/2024	16.99
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Building Management	General Fund	2/26/2024	243.36
Batavia Instant Print Inc	General Printing	Building Management	General Fund	2/26/2024	867.57
Batavia Instant Print Inc	General Printing	Building Management	General Fund	2/26/2024	195.75
Batavia Instant Print Inc	General Printing	Building Management	General Fund	2/26/2024	286.80
Batavia Instant Print Inc	General Printing	Building Management	General Fund	2/26/2024	1,161.54
Warehouse Direct, Inc.	Operating Supplies	Building Management	General Fund	2/13/2024	168.51
Warehouse Direct, Inc.	Operating Supplies	Building Management	General Fund	2/26/2024	77.41
Warehouse Direct, Inc.	Operating Supplies	Building Management	General Fund	2/26/2024	351.40
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Building Management	General Fund	2/26/2024	58.45
Fifth Third Bank	Operating Supplies	Building Management	General Fund	2/26/2024	20.00
City of Geneva	Utilities- Sewer	Building Management	General Fund	2/13/2024	78.52
City of Geneva	Utilities- Sewer	Building Management	General Fund	2/13/2024	113.42
City of Geneva	Utilities- Sewer	Building Management	General Fund	2/13/2024	110.51
City of Geneva	Utilities- Sewer	Building Management	General Fund	2/13/2024	32.80
City of Geneva	Utilities- Sewer	Building Management	General Fund	2/13/2024	42.43
City of Geneva	Utilities- Sewer	Building Management	General Fund	2/13/2024	36.78
City of Geneva	Utilities- Sewer	Building Management	General Fund	2/13/2024	10.17
City of Geneva	Utilities- Sewer	Building Management	General Fund	2/13/2024	10.17
City of Geneva	Utilities- Sewer	Building Management	General Fund	2/13/2024	972.04
City of St. Charles	Utilities- Sewer	Building Management	General Fund	2/13/2024	8,795.63
City of St. Charles	Utilities- Sewer	Building Management	General Fund	2/26/2024	591.63
City of St. Charles	Utilities- Sewer	Building Management	General Fund	2/26/2024	218.70
City of St. Charles	Utilities- Sewer	Building Management	General Fund	2/26/2024	9,689.55
City of St. Charles	Utilities- Sewer	Building Management	General Fund	2/26/2024	205.26
Fifth Third Bank	Utilities- Sewer	Building Management	General Fund	2/26/2024	353.25
City of Aurora	Utilities- Water	Building Management	General Fund	2/13/2024	390.50
City of Aurora	Utilities- Water	Building Management	General Fund	2/13/2024	64.55
City of Geneva	Utilities- Water	Building Management	General Fund	2/13/2024	113.22

City of Geneva	Utilities- Water	Building Management	General Fund	2/13/2024	43.42
City of Geneva	Utilities- Water	Building Management	General Fund	2/13/2024	182.29
City of Geneva	Utilities- Water	Building Management	General Fund	2/13/2024	200.05
City of Geneva	Utilities- Water	Building Management	General Fund	2/13/2024	55.56
City of Geneva	Utilities- Water	Building Management	General Fund	2/13/2024	15.63
City of Geneva	Utilities- Water	Building Management	General Fund	2/13/2024	62.81
City of Geneva	Utilities- Water	Building Management	General Fund	2/13/2024	559.19
City of Geneva	Utilities- Water	Building Management	General Fund	2/13/2024	15.63
City of Geneva	Utilities- Water	Building Management	General Fund	2/13/2024	1,614.26
City of St. Charles	Utilities- Water	Building Management	General Fund	2/13/2024	6,594.49
City of St. Charles	Utilities- Water	Building Management	General Fund	2/13/2024	292.34
City of St. Charles	Utilities- Water	Building Management	General Fund	2/13/2024	897.51
City of St. Charles	Utilities- Water	Building Management	General Fund	2/26/2024	458.64
City of St. Charles	Utilities- Water	Building Management	General Fund	2/26/2024	186.58
City of St. Charles	Utilities- Water	Building Management	General Fund	2/26/2024	7,263.61
City of St. Charles	Utilities- Water	Building Management	General Fund	2/26/2024	188.92
Batavia Instant Print Inc	Printing Supplies	Building Management	General Fund	2/13/2024	393.80
Cenveo Worldwide Limited	Printing Supplies	Building Management	General Fund	2/13/2024	570.50
Veritiv Operating Company	Printing Supplies	Building Management	General Fund	2/13/2024	931.50
Veritiv Operating Company	Printing Supplies	Building Management	General Fund	2/13/2024	3,644.00
Veritiv Operating Company	Printing Supplies	Building Management	General Fund	2/26/2024	21.00
Veritiv Operating Company	Printing Supplies	Building Management	General Fund	2/26/2024	7,679.18
Synchrony Bank (Sam's Club Direct/Lowes)	Cleaning Supplies	Building Management	General Fund	2/13/2024	34.16
Warehouse Direct, Inc.	Cleaning Supplies	Building Management	General Fund	2/13/2024	566.65
Warehouse Direct, Inc.	Cleaning Supplies	Building Management	General Fund	2/13/2024	491.88
Warehouse Direct, Inc.	Cleaning Supplies	Building Management	General Fund	2/13/2024	491.88
Warehouse Direct, Inc.	Cleaning Supplies	Building Management	General Fund	2/13/2024	707.60
Warehouse Direct, Inc.	Cleaning Supplies	Building Management	General Fund	2/26/2024	327.92
Discount Uniform Co	Uniform Supplies	Building Management	General Fund	2/13/2024	252.00
Red Wing Shoe Store	Uniform Supplies	Building Management	General Fund	2/26/2024	733.48
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	2/13/2024	67.30
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	2/13/2024	397.82
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	2/13/2024	619.67
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	2/13/2024	210.79
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	2/13/2024	145.65
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	2/26/2024	490.76
City of Geneva	Utilities- Electric	Building Management	General Fund	2/13/2024	31.23
City of Geneva	Utilities- Electric	Building Management	General Fund	2/13/2024	9,954.44
City of Geneva	Utilities- Electric	Building Management	General Fund	2/13/2024	553.08
City of Geneva	Utilities- Electric	Building Management	General Fund	2/13/2024	972.68
City of Geneva	Utilities- Electric	Building Management	General Fund	2/13/2024	557.46
City of Geneva	Utilities- Electric	Building Management	General Fund	2/13/2024	509.51
City of Geneva	Utilities- Electric	Building Management	General Fund	2/13/2024	103.86
City of Geneva	Utilities- Electric	Building Management	General Fund	2/13/2024	4,847.87
City of Geneva	Utilities- Electric	Building Management	General Fund	2/13/2024	83.98
City of Geneva	Utilities- Electric	Building Management	General Fund	2/13/2024	4,257.62
City of St. Charles	Utilities- Electric	Building Management	General Fund	2/13/2024	8,898.51
City of St. Charles	Utilities- Electric	Building Management	General Fund	2/13/2024	314.77
ComEd	Utilities- Electric	Building Management	General Fund	2/13/2024	4,532.46
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	2/13/2024	65.84
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	2/13/2024	163.35
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	2/13/2024	171.74
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	2/13/2024	40.66
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	2/13/2024	469.50
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	2/13/2024	2,294.21
GSD, LLC dba GRNE Solarfield 05, LLC	Utilities- Electric	Building Management	General Fund	2/13/2024	946.25
GSD, LLC dba GRNE Solarfield 05, LLC	Utilities- Electric	Building Management	General Fund	2/26/2024	3,242.81

Vistra Intermediate Company, LLC dba Dynegy Energy	Utilities- Electric	Building Management	General Fund	2/26/2024	8,704.50
Vistra Intermediate Company, LLC dba Dynegy Energy	Utilities- Electric	Building Management	General Fund	2/26/2024	74,530.76
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	2/26/2024	178.96
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	2/26/2024	44.95
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	2/26/2024	150.84
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	2/26/2024	59.88
City of St. Charles	Utilities- Electric	Building Management	General Fund	2/26/2024	62.86
City of St. Charles	Utilities- Electric	Building Management	General Fund	2/26/2024	11,950.44
City of St. Charles	Utilities- Electric	Building Management	General Fund	2/26/2024	2.75
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Human Resource Management	General Fund	2/26/2024	234.20
Kane County Regional Office of Education	Miscellaneous Contractual Exp	Human Resource Management	General Fund	2/26/2024	800.00
HR Direct	Office Supplies	Human Resource Management	General Fund	2/13/2024	106.87
Identisys, Inc.	Office Supplies	Human Resource Management	General Fund	2/13/2024	22.00
Identisys, Inc.	Office Supplies	Human Resource Management	General Fund	2/13/2024	2,145.38
Identisys, Inc.	Office Supplies	Human Resource Management	General Fund	2/26/2024	115.00
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Human Resource Management	General Fund	2/26/2024	15.22
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	County Auditor	General Fund	2/13/2024	5.69
Penny Wegman	Conferences and Meetings	County Auditor	General Fund	2/13/2024	1,628.85
Illinois Association of County Auditors	General Association Dues	County Auditor	General Fund	2/13/2024	700.00
DS Services of America, Inc. dba Primo Water NA	Office Supplies	County Auditor	General Fund	2/26/2024	11.57
Goldy Locks Inc	Miscellaneous Contractual Exp	Treasurer/Collector	General Fund	2/13/2024	610.00
Warehouse Direct, Inc.	Office Supplies	Treasurer/Collector	General Fund	2/13/2024	64.13
Warehouse Direct, Inc.	Office Supplies	Treasurer/Collector	General Fund	2/13/2024	12.99
Maria E. Herrera	Office Supplies	Treasurer/Collector	General Fund	2/26/2024	70.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Supervisor of Assessments	General Fund	2/13/2024	18.00
Mark D. Armstrong	Conferences and Meetings	Supervisor of Assessments	General Fund	2/26/2024	284.52
Illinois Property Assessment Institute	Employee Training	Supervisor of Assessments	General Fund	2/13/2024	395.00
MICHELLE R ABELL	Employee Mileage Expense	Supervisor of Assessments	General Fund	2/26/2024	32.56
Mark D. Armstrong	Employee Mileage Expense	Supervisor of Assessments	General Fund	2/26/2024	275.37
Amazon Capital Services Inc	Office Supplies	Supervisor of Assessments	General Fund	2/26/2024	77.38
Warehouse Direct, Inc.	Office Supplies	Supervisor of Assessments	General Fund	2/26/2024	256.81
Warehouse Direct, Inc.	Office Supplies	Supervisor of Assessments	General Fund	2/26/2024	125.66
Jennifer A. Fiene	Computer Related Supplies	Supervisor of Assessments	General Fund	2/13/2024	346.00
DS Services of America, Inc. dba Primo Water NA	Computer Related Supplies	Supervisor of Assessments	General Fund	2/26/2024	24.44
Zahida Fakroddin	Employee Mileage Expense	County Clerk	General Fund	2/13/2024	76.38
Holly Shive	Employee Mileage Expense	County Clerk	General Fund	2/26/2024	15.72
Holly Shive	Employee Mileage Expense	County Clerk	General Fund	2/26/2024	27.64
Tracy A. Erickson	Employee Mileage Expense	County Clerk	General Fund	2/26/2024	19.78
Warehouse Direct, Inc.	Office Supplies	County Clerk	General Fund	2/26/2024	41.02
Warehouse Direct, Inc.	Office Supplies	County Clerk	General Fund	2/26/2024	1,292.00
Warehouse Direct, Inc.	Office Supplies	County Clerk	General Fund	2/26/2024	45.74
Warehouse Direct, Inc.	Office Supplies	County Clerk	General Fund	2/26/2024	-357.40
Menards, Inc.	Operating Supplies	County Clerk	General Fund	2/13/2024	1.47
Warehouse Direct, Inc.	Operating Supplies	County Clerk	General Fund	2/13/2024	21.24
Warehouse Direct, Inc.	Operating Supplies	County Clerk	General Fund	2/13/2024	452.95
City of Aurora	Operating Supplies	County Clerk	General Fund	2/26/2024	52.50
Fifth Third Bank	Operating Supplies	County Clerk	General Fund	2/26/2024	270.49
Fifth Third Bank	Computer Related Supplies	County Clerk	General Fund	2/26/2024	8.49
Warehouse Direct, Inc.	Computer Related Supplies	County Clerk	General Fund	2/26/2024	439.00
Tompkins Printing Equipment Co	Election Services	County Clerk	General Fund	2/26/2024	1,257.60
Waste Management of Illinois - West	Election Services	County Clerk	General Fund	2/26/2024	1,127.99
Waste Management of Illinois - West	Election Services	County Clerk	General Fund	2/26/2024	322.60
DFM Associates	Software Licensing Cost	County Clerk	General Fund	2/13/2024	10,780.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	County Clerk	General Fund	2/13/2024	43.10
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	County Clerk	General Fund	2/26/2024	189.91
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	County Clerk	General Fund	2/26/2024	13.44
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	County Clerk	General Fund	2/26/2024	27.94

Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	County Clerk	General Fund	2/26/2024	457.72
Super Sports Automotive, Corp	Repairs and Maint- Vehicles	County Clerk	General Fund	2/13/2024	1,182.00
KD Repair	Repairs and Maint- Vehicles	County Clerk	General Fund	2/26/2024	320.08
KD Repair	Repairs and Maint- Vehicles	County Clerk	General Fund	2/26/2024	869.00
Batavia Instant Print Inc	General Printing	County Clerk	General Fund	2/26/2024	2,787.45
Batavia Instant Print Inc	General Printing	County Clerk	General Fund	2/26/2024	9,291.50
American Legal Publishing Corp.	Legal Printing	County Clerk	General Fund	2/13/2024	283.85
Batavia Instant Print Inc	Legal Printing	County Clerk	General Fund	2/13/2024	2,939.40
John A. Cunningham	Conferences and Meetings	County Clerk	General Fund	2/13/2024	62.00
Celeste Weilandt	Conferences and Meetings	County Clerk	General Fund	2/13/2024	8.00
Fifth Third Bank	Conferences and Meetings	County Clerk	General Fund	2/26/2024	239.68
Celeste Weilandt	Employee Mileage Expense	County Clerk	General Fund	2/13/2024	176.88
John A. Cunningham	Employee Mileage Expense	County Clerk	General Fund	2/13/2024	159.46
Matthew J. Homer	Employee Mileage Expense	County Clerk	General Fund	2/26/2024	144.39
Anita L. Walls	Employee Mileage Expense	County Clerk	General Fund	2/26/2024	3.55
Kenneth J. Barnes	Employee Mileage Expense	County Clerk	General Fund	2/26/2024	6.97
Paula Weissert	Employee Mileage Expense	County Clerk	General Fund	2/26/2024	14.41
Warehouse Direct, Inc.	Office Supplies	County Clerk	General Fund	2/13/2024	147.00
NVZ Inc	Operating Supplies	County Clerk	General Fund	2/13/2024	286.45
Verizon Wireless	Operating Supplies	County Clerk	General Fund	2/13/2024	292.40
Warehouse Direct, Inc.	Operating Supplies	County Clerk	General Fund	2/13/2024	106.26
Warehouse Direct, Inc.	Operating Supplies	County Clerk	General Fund	2/13/2024	66.99
Warehouse Direct, Inc.	Operating Supplies	County Clerk	General Fund	2/26/2024	106.33
WEX BANK	Operating Supplies	County Clerk	General Fund	2/26/2024	55.67
Accurate Document Destruction Inc (GROOT)	Operating Supplies	County Clerk	General Fund	2/26/2024	112.00
City of Aurora	Operating Supplies	County Clerk	General Fund	2/26/2024	52.50
City of Aurora	Operating Supplies	County Clerk	General Fund	2/26/2024	157.50
Menards, Inc.	Operating Supplies	County Clerk	General Fund	2/26/2024	57.12
Fifth Third Bank	Books and Subscriptions	County Clerk	General Fund	2/26/2024	34.00
Hart InterCivic, Inc.	Voting Systems and Accessories	County Clerk	General Fund	2/13/2024	29,250.00
Hart InterCivic, Inc.	Voting Systems and Accessories	County Clerk	General Fund	2/13/2024	15,930.00
DMT Solutions Global Corporation dba BlueCrest	Voting Systems and Accessories	County Clerk	General Fund	2/26/2024	2,622.20
DMT Solutions Global Corporation dba BlueCrest	Voting Systems and Accessories	County Clerk	General Fund	2/26/2024	420.00
DAVID C KING	Employee Mileage Expense	Recorder	General Fund	2/13/2024	37.86
Warehouse Direct, Inc.	Office Supplies	Recorder	General Fund	2/13/2024	108.34
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Recorder	General Fund	2/26/2024	36.41
Fifth Third Bank	Uniform Allowance	Judiciary and Courts	General Fund	2/26/2024	423.75
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	2/1/2024	4,194.16
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	2/2/2024	2,326.36
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	2/7/2024	1,993.18
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	2/9/2024	2,479.46
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	2/21/2024	1,610.54
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	2/23/2024	206.02
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	2/26/2024	1,677.58
4W Eats dba Papa Saverio's	Jurors' Expense	Judiciary and Courts	General Fund	2/13/2024	156.75
Charlie Foxs Pizzeria & Eatery, LLC	Jurors' Expense	Judiciary and Courts	General Fund	2/13/2024	227.36
Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	2/13/2024	1,086.00
Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	2/13/2024	5,826.00
Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	2/13/2024	832.00
Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	2/26/2024	6,251.00
Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	2/26/2024	3,380.00
Melissa K. Anderko	Per Diem Expense	Judiciary and Courts	General Fund	2/13/2024	14.50
Melissa K. Anderko	Per Diem Expense	Judiciary and Courts	General Fund	2/13/2024	300.00
Melissa K. Anderko	Per Diem Expense	Judiciary and Courts	General Fund	2/13/2024	36.50
Margaret E Steinberg	Per Diem Expense	Judiciary and Courts	General Fund	2/13/2024	154.00
Jeanine Fassnacht	Per Diem Expense	Judiciary and Courts	General Fund	2/13/2024	128.00
MaryJo D'Avola	Per Diem Expense	Judiciary and Courts	General Fund	2/13/2024	450.00

MaryJo D'Avola	Per Diem Expense	Judiciary and Courts	General Fund	2/13/2024	544.00
MaryJo D'Avola	Per Diem Expense	Judiciary and Courts	General Fund	2/26/2024	300.00
Brenda D Gregory	Per Diem Expense	Judiciary and Courts	General Fund	2/26/2024	13.50
Barbara A Johnston	Per Diem Expense	Judiciary and Courts	General Fund	2/26/2024	225.00
Barbara A Johnston	Per Diem Expense	Judiciary and Courts	General Fund	2/26/2024	48.00
Jennifer L. Joyce	Per Diem Expense	Judiciary and Courts	General Fund	2/26/2024	300.00
Margaret E Steinberg	Per Diem Expense	Judiciary and Courts	General Fund	2/26/2024	52.00
Margaret E Steinberg	Per Diem Expense	Judiciary and Courts	General Fund	2/26/2024	300.00
Dana D. Bollman	Per Diem Expense	Judiciary and Courts	General Fund	2/26/2024	28.00
Fadia Tamer	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	1,313.20
Fadia Tamer	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	844.20
Daniel Velasco	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	1,348.58
Daniel Velasco	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	1,361.84
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	959.44
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	959.44
Ann Wohlmuth	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	380.00
American Interpreting Services, Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	1,398.42
Anthony Bahena	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	1,374.84
Anthony Bahena	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	1,494.10
Anthony Bahena	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	1,608.00
Bakhtavar Press	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	268.14
Bakhtavar Press	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	160.00
Bakhtavar Press	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	668.14
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	370.77
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	160.00
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	160.00
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	160.00
Ana M Bubalo	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	1,072.00
Ana M Bubalo	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	2,110.50
Rafael H. Berrios	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	502.50
Rafael H. Berrios	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	268.00
Rafael H. Berrios	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	837.50
Ganerdene Gantumur	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	300.00
Veronica Guemez	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	511.55
Veronica Guemez	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	541.70
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	909.98
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	942.14
Carina Julian	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	889.76
Carina Julian	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	998.02
Carina Julian	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	1,262.28
Martha Gerald dba Power Vibes Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	1,827.76
Martha Gerald dba Power Vibes Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	2,034.12
Maricela Cortez	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	1,260.94
Faith Interpreting Services	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	190.00
Tatiana Okunskaya	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	140.00
Sara Pethokoukis	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	517.24
Sara Pethokoukis	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	1,503.48
Sara Pethokoukis	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/13/2024	1,034.48
Sara Pethokoukis	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/26/2024	2,504.46
Sara Pethokoukis	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/26/2024	1,317.22
Patricia Rasmussen	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/26/2024	493.12
Patricia Rasmussen	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/26/2024	1,326.60
Daisy M. Robinson	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/26/2024	452.00
Claudia Perez	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/26/2024	537.34
Faith Interpreting Services	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/26/2024	190.00
Martha Gerald dba Power Vibes Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/26/2024	2,515.18
Martha Gerald dba Power Vibes Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/26/2024	1,325.26

Carina Julian	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/26/2024	966.14
David Todd Letkiewicz	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/26/2024	190.00
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/26/2024	624.00
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/26/2024	565.15
Veronica Gumez	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/26/2024	186.15
Rafael H. Berrios	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/26/2024	479.05
Rafael H. Berrios	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/26/2024	368.50
Ana M Bubalo	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/26/2024	536.00
Ana M Bubalo	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/26/2024	2,579.50
Bakhtavar Press	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/26/2024	160.00
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/26/2024	980.88
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/26/2024	1,002.32
Daniel Velasco	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/26/2024	1,566.73
Daniel Velasco	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/26/2024	1,202.12
Fadia Tamer	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/26/2024	994.28
Fadia Tamer	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/26/2024	1,121.58
Fadia Tamer	Contractual/Consulting Services	Judiciary and Courts	General Fund	2/26/2024	1,078.70
Ronald L. Haskell	Court Appointed Counsel	Judiciary and Courts	General Fund	2/26/2024	2,338.27
Ronald L. Haskell	Court Appointed Counsel	Judiciary and Courts	General Fund	2/26/2024	1,436.67
Rachel J. Hess	Court Appointed Counsel	Judiciary and Courts	General Fund	2/26/2024	3,434.00
Jordan Steele & Associates, LLC	Court Appointed Counsel	Judiciary and Courts	General Fund	2/26/2024	3,434.00
James A Tabor ESQ	Court Appointed Counsel	Judiciary and Courts	General Fund	2/26/2024	3,475.45
Elizabeth Donegan PsyD	Psychological/Psychiatric Svcs	Judiciary and Courts	General Fund	2/13/2024	750.00
Fifth Third Bank	Judicial Technology Fine Expenses	Judiciary and Courts	General Fund	2/26/2024	75.10
Gordon Flesch Company Inc	Equipment Rental	Judiciary and Courts	General Fund	2/13/2024	13.70
Gordon Flesch Company Inc	Equipment Rental	Judiciary and Courts	General Fund	2/13/2024	48.70
Gordon Flesch Company Inc	Equipment Rental	Judiciary and Courts	General Fund	2/13/2024	21.32
Gordon Flesch Company Inc	Equipment Rental	Judiciary and Courts	General Fund	2/13/2024	24.87
Gordon Flesch Company Inc	Equipment Rental	Judiciary and Courts	General Fund	2/26/2024	401.95
Toshiba Financial Services	Equipment Rental	Judiciary and Courts	General Fund	2/26/2024	254.87
Canon Solutions America Inc	Equipment Rental	Judiciary and Courts	General Fund	2/26/2024	90.12
Fifth Third Bank	Conferences and Meetings	Judiciary and Courts	General Fund	2/26/2024	251.36
Liza Valle	Employee Mileage Expense	Judiciary and Courts	General Fund	2/13/2024	33.92
Karen M. Zajicek	Employee Mileage Expense	Judiciary and Courts	General Fund	2/13/2024	23.26
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	2/26/2024	33.02
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	2/26/2024	17.57
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	2/26/2024	28.73
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	2/26/2024	24.44
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	2/26/2024	20.15
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	2/26/2024	130.39
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	2/26/2024	48.39
Language Line Services	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	2/26/2024	263.71
Candace A Miller	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	2/26/2024	904.00
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	2/13/2024	59.03
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	2/13/2024	128.48
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	2/13/2024	95.81
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	2/26/2024	53.69
Warehouse Direct, Inc.	Office Supplies	Judiciary and Courts	General Fund	2/26/2024	71.96
Fifth Third Bank	Office Supplies	Judiciary and Courts	General Fund	2/26/2024	9.40
Fifth Third Bank	Operating Supplies	Judiciary and Courts	General Fund	2/26/2024	195.48
Fifth Third Bank	Operating Supplies	Judiciary and Courts	General Fund	2/26/2024	498.26
Fifth Third Bank	Computer Related Supplies	Judiciary and Courts	General Fund	2/26/2024	649.00
Fifth Third Bank	Books and Subscriptions	Judiciary and Courts	General Fund	2/26/2024	86.20
Just In Time Coffee LLC	Employee Recognition Supplies	Judiciary and Courts	General Fund	2/26/2024	65.00
Petty Cash-Clerk of the Circuit Court	Conferences and Meetings	Circuit Clerk	General Fund	2/13/2024	25.00
Tyler Technologies, Inc. (New World)	Conferences and Meetings	Circuit Clerk	General Fund	2/13/2024	1,199.00
Illinois Association of Court Clerks (IACC)	General Association Dues	Circuit Clerk	General Fund	2/13/2024	775.00



Illinois Government Finance Officers Association	General Association Dues	Circuit Clerk	General Fund	2/26/2024	100.00
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Circuit Clerk	General Fund	2/26/2024	96.07
Fifth Third Bank	Office Supplies	Circuit Clerk	General Fund	2/26/2024	122.11
Jessica Skwarek	Employee Mileage Expense	Circuit Clerk	General Fund	2/26/2024	87.10
Kristin Glisson	Employee Mileage Expense	Circuit Clerk	General Fund	2/13/2024	41.88
Jason M. Crowley	Employee Mileage Expense	Circuit Clerk	General Fund	2/13/2024	31.82
Sonal M. Sikligar	Employee Mileage Expense	Circuit Clerk	General Fund	2/13/2024	48.91
Jennifer Zuttermeister	Employee Mileage Expense	Circuit Clerk	General Fund	2/26/2024	51.59
Merse Fletcher	Employee Mileage Expense	Circuit Clerk	General Fund	2/26/2024	14.07
Jennifer Lauren Johnson	Employee Mileage Expense	Circuit Clerk	General Fund	2/26/2024	63.65
Megan Johnson	Employee Mileage Expense	Circuit Clerk	General Fund	2/26/2024	25.46
Michael John Kovach	Employee Mileage Expense	Circuit Clerk	General Fund	2/26/2024	25.46
Penny Lange	Employee Mileage Expense	Circuit Clerk	General Fund	2/26/2024	38.19
Yasmeen Pani	Employee Mileage Expense	Circuit Clerk	General Fund	2/26/2024	24.79
Malinda Patterson	Employee Mileage Expense	Circuit Clerk	General Fund	2/26/2024	14.07
Rhiannon Anderson	Employee Mileage Expense	Circuit Clerk	General Fund	2/26/2024	56.95
Michele Bruens	Employee Mileage Expense	Circuit Clerk	General Fund	2/26/2024	60.30
Heather Cameron	Employee Mileage Expense	Circuit Clerk	General Fund	2/26/2024	24.12
American Stamp & Marking Products, Inc.	Office Supplies	Circuit Clerk	General Fund	2/13/2024	183.76
American Stamp & Marking Products, Inc.	Office Supplies	Circuit Clerk	General Fund	2/13/2024	356.29
Warehouse Direct, Inc.	Office Supplies	Circuit Clerk	General Fund	2/13/2024	36.84
Warehouse Direct, Inc.	Office Supplies	Circuit Clerk	General Fund	2/13/2024	12.28
Anahi Huerta-Santillan	Employee Mileage Expense	Circuit Clerk	General Fund	2/13/2024	16.08
Rebecca Lynch	Employee Mileage Expense	Circuit Clerk	General Fund	2/13/2024	134.00
Shirley L. Moline	Employee Mileage Expense	Circuit Clerk	General Fund	2/13/2024	22.78
Carleen J. Bain	Employee Mileage Expense	Circuit Clerk	General Fund	2/13/2024	109.88
Micah Simmons	Employee Mileage Expense	Circuit Clerk	General Fund	2/13/2024	43.55
Kelsey Spriet	Employee Mileage Expense	Circuit Clerk	General Fund	2/26/2024	73.70
Jennifer Volintine	Employee Mileage Expense	Circuit Clerk	General Fund	2/26/2024	21.44
Colby Whitman	Employee Mileage Expense	Circuit Clerk	General Fund	2/26/2024	58.29
Margaret Wlodek	Employee Mileage Expense	Circuit Clerk	General Fund	2/26/2024	162.81
Marissa Brown	Employee Mileage Expense	Circuit Clerk	General Fund	2/26/2024	21.44
Alexandra J. Busch	Employee Mileage Expense	Circuit Clerk	General Fund	2/26/2024	83.08
Semra Eisenmenger	Employee Mileage Expense	Circuit Clerk	General Fund	2/26/2024	53.60
Theodore James Farrell	Employee Mileage Expense	Circuit Clerk	General Fund	2/26/2024	59.63
Christine Foss	Employee Mileage Expense	Circuit Clerk	General Fund	2/26/2024	5.36
Benjamin Adam Petschke	Employee Mileage Expense	Circuit Clerk	General Fund	2/26/2024	68.34
Christina Potter	Employee Mileage Expense	Circuit Clerk	General Fund	2/26/2024	210.38
MaryAnn Kabara	Employee Mileage Expense	Circuit Clerk	General Fund	2/26/2024	94.47
Shauna Kane	Employee Mileage Expense	Circuit Clerk	General Fund	2/26/2024	119.93
Kelly A. Lisner	Employee Mileage Expense	Circuit Clerk	General Fund	2/26/2024	61.64
Warehouse Direct, Inc.	Office Supplies	Circuit Clerk	General Fund	2/13/2024	55.90
Image-Pro Services & Supplies Inc	Office Supplies	Circuit Clerk	General Fund	2/13/2024	713.72
Image-Pro Services & Supplies Inc	Office Supplies	Circuit Clerk	General Fund	2/26/2024	655.79
Image-Pro Services & Supplies Inc	Office Supplies	Circuit Clerk	General Fund	2/26/2024	1,216.28
Statewide Publishing, LLC	Legal Services	Circuit Clerk	General Fund	2/26/2024	60.00
Statewide Publishing, LLC	Legal Services	Circuit Clerk	General Fund	2/26/2024	60.00
American Stamp & Marking Products, Inc.	Office Supplies	Circuit Clerk	General Fund	2/13/2024	386.89
American Stamp & Marking Products, Inc.	Office Supplies	Circuit Clerk	General Fund	2/13/2024	99.92
Fifth Third Bank	Office Supplies	Circuit Clerk	General Fund	2/26/2024	1,077.25
Fifth Third Bank	Office Supplies	Circuit Clerk	General Fund	2/26/2024	113.17
	State's Attorney		General Fund	2/13/2024	253.92
	State's Attorney		General Fund	2/13/2024	1,500.00
	State's Attorney		General Fund	2/13/2024	130.00
	State's Attorney		General Fund	2/13/2024	56.00
	State's Attorney		General Fund	2/13/2024	7,437.50
	State's Attorney		General Fund	2/26/2024	226.27

		State's Attorney	General Fund	2/26/2024	1,683.15
		State's Attorney	General Fund	2/26/2024	142.50
		State's Attorney	General Fund	2/26/2024	437.57
		State's Attorney	General Fund	2/26/2024	20.00
		State's Attorney	General Fund	2/26/2024	23.05
		State's Attorney	General Fund	2/26/2024	458.20
		State's Attorney	General Fund	2/26/2024	46.40
		State's Attorney	General Fund	2/26/2024	478.20
Barbara A Johnston	Court Reporter Costs	State's Attorney	General Fund	2/13/2024	120.00
Barbara A Johnston	Court Reporter Costs	State's Attorney	General Fund	2/13/2024	1,040.00
Melissa K. Anderko	Court Reporter Costs	State's Attorney	General Fund	2/13/2024	36.50
Margaret (Peggy) R. Beddard	Court Reporter Costs	State's Attorney	General Fund	2/13/2024	220.00
Dana D. Bollman	Court Reporter Costs	State's Attorney	General Fund	2/13/2024	104.50
Kobald Reporting Inc	Court Reporter Costs	State's Attorney	General Fund	2/13/2024	152.00
Kobald Reporting Inc	Court Reporter Costs	State's Attorney	General Fund	2/13/2024	276.00
Theresa (Terri) Wells	Court Reporter Costs	State's Attorney	General Fund	2/13/2024	225.00
Theresa (Terri) Wells	Court Reporter Costs	State's Attorney	General Fund	2/13/2024	103.50
Theresa (Terri) Wells	Court Reporter Costs	State's Attorney	General Fund	2/13/2024	441.00
Margaret E Steinberg	Court Reporter Costs	State's Attorney	General Fund	2/26/2024	33.50
Tabitha Joann Watson	Court Reporter Costs	State's Attorney	General Fund	2/26/2024	28.00
Dana D. Bollman	Court Reporter Costs	State's Attorney	General Fund	2/26/2024	60.00
Barbara A Johnston	Court Reporter Costs	State's Attorney	General Fund	2/26/2024	904.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	General Fund	2/13/2024	14.85
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	General Fund	2/26/2024	56.60
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	General Fund	2/26/2024	15.57
Chicago Office Technology Group (COTG)	Repairs and Maint- Copiers	State's Attorney	General Fund	2/26/2024	11.02
Fifth Third Bank	Repairs and Maint- Vehicles	State's Attorney	General Fund	2/26/2024	308.80
Jiffy Lube (Sound Billing LLC)	Repairs and Maint- Vehicles	State's Attorney	General Fund	2/26/2024	96.28
A-1 Airport Limousine Service Inc	Conferences and Meetings	State's Attorney	General Fund	2/13/2024	192.95
Jessica Michels	Conferences and Meetings	State's Attorney	General Fund	2/13/2024	1,730.16
Bridget Sabbia	Conferences and Meetings	State's Attorney	General Fund	2/13/2024	1,735.34
A-1 Airport Limousine Service Inc	Conferences and Meetings	State's Attorney	General Fund	2/26/2024	192.35
Fifth Third Bank	Conferences and Meetings	State's Attorney	General Fund	2/26/2024	415.00
Fifth Third Bank	Employee Training	State's Attorney	General Fund	2/26/2024	232.68
Fifth Third Bank	Employee Training	State's Attorney	General Fund	2/26/2024	396.62
ISHTA (Illinois State Toll Highway Authority)	Employee Mileage Expense	State's Attorney	General Fund	2/13/2024	101.19
ISHTA (Illinois State Toll Highway Authority)	Employee Mileage Expense	State's Attorney	General Fund	2/13/2024	122.20
Warehouse Direct, Inc.	Office Supplies	State's Attorney	General Fund	2/13/2024	267.89
Warehouse Direct, Inc.	Office Supplies	State's Attorney	General Fund	2/13/2024	557.48
Warehouse Direct, Inc.	Office Supplies	State's Attorney	General Fund	2/26/2024	691.07
Fifth Third Bank	Office Supplies	State's Attorney	General Fund	2/26/2024	1,160.03
Accurate Document Destruction Inc (GROOT)	Operating Supplies	State's Attorney	General Fund	2/26/2024	463.68
Accurate Document Destruction Inc (GROOT)	Operating Supplies	State's Attorney	General Fund	2/26/2024	463.68
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	State's Attorney	General Fund	2/26/2024	307.57
Fifth Third Bank	Operating Supplies	State's Attorney	General Fund	2/26/2024	749.71
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	State's Attorney	General Fund	2/26/2024	3,048.75
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	State's Attorney	General Fund	2/26/2024	2,718.85
Fifth Third Bank	Computer Hardware- Non Capital	State's Attorney	General Fund	2/26/2024	339.08
Fifth Third Bank	Computer Hardware- Non Capital	State's Attorney	General Fund	2/26/2024	-25.75
WEX BANK	Fuel- Vehicles	State's Attorney	General Fund	2/13/2024	769.70
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	State's Attorney	General Fund	2/26/2024	11.57
WEX BANK	Fuel- Vehicles	State's Attorney	General Fund	2/13/2024	52.87
The Council of State Governments, LTD	Employee Training	State's Attorney	General Fund	2/13/2024	2,703.90
		Public Defender	General Fund	2/13/2024	396.00
		Public Defender	General Fund	2/26/2024	192.00
		Public Defender	General Fund	2/26/2024	500.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Public Defender	General Fund	2/26/2024	5.86



Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Public Defender	General Fund	2/26/2024	26.61
Santos D. Diaz	Employee Mileage Expense	Public Defender	General Fund	2/26/2024	84.02
Verizon Wireless	Miscellaneous Contractual Exp	Public Defender	General Fund	2/13/2024	213.66
Fifth Third Bank	Miscellaneous Contractual Exp	Public Defender	General Fund	2/26/2024	5.46
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Public Defender	General Fund	2/26/2024	67.34
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Public Defender	General Fund	2/26/2024	7.28
Fifth Third Bank	Office Supplies	Public Defender	General Fund	2/26/2024	128.26
Fifth Third Bank	Books and Subscriptions	Public Defender	General Fund	2/26/2024	15.99
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Public Defender	General Fund	2/26/2024	4,694.48
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Public Defender	General Fund	2/26/2024	257.48
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Public Defender	General Fund	2/26/2024	881.65
IL Department of Innovation & Technology (CMS)	Contractual/Consulting Services	Sheriff	General Fund	2/13/2024	942.40
KS State Bank	Contractual/Consulting Services	Sheriff	General Fund	2/13/2024	7,938.07
Motorola Solutions Inc	Contractual/Consulting Services	Sheriff	General Fund	2/26/2024	9,675.00
Fifth Third Bank	Contractual/Consulting Services	Sheriff	General Fund	2/26/2024	749.00
Wagner Investigative Polygraph Service	Medical/Dental/Hospital Services	Sheriff	General Fund	2/13/2024	100.00
COPS Testing Service Inc	Medical/Dental/Hospital Services	Sheriff	General Fund	2/26/2024	500.00
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	2/13/2024	128.00
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	2/13/2024	128.00
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	2/13/2024	128.00
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	2/13/2024	128.00
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	2/13/2024	128.00
Petty Cash-Sheriff	Extradition Costs	Sheriff	General Fund	2/13/2024	128.00
Fifth Third Bank	Extradition Costs	Sheriff	General Fund	2/26/2024	398.36
Fifth Third Bank	Extradition Costs	Sheriff	General Fund	2/26/2024	1,543.67
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Sheriff	General Fund	2/13/2024	326.04
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Sheriff	General Fund	2/13/2024	84.92
Impact Networking, LLC	Repairs and Maint- Copiers	Sheriff	General Fund	2/26/2024	48.40
Al Piemonte Cadillac Inc dba St. Charles Chrysler	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	117.75
Al Warren Oil Company, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	6,576.48
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	132.66
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	433.78
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	365.98
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	22.49
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	39.99
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	219.80
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	36.96
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	93.15
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	54.27
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	131.96
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	151.96
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	137.17
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	8.99
Cert Auto Repair St Charles dba Cert Towing & Rcvy	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	375.00
Cert Auto Repair St Charles dba Cert Towing & Rcvy	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	150.00
Cert Auto Repair St Charles dba Cert Towing & Rcvy	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	150.00
Cintas Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	51.49
Cintas Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	64.92
Hollywood Tools, LLC	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	200.00
Hollywood Tools, LLC	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	56.25
Dazzo's Auto Repair, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	175.00
Dazzo's Auto Repair, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	150.00
Duke & Lee's Johnsons Garage and Towing, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	103.00
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	465.31
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	731.66
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	25.21
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	369.52

Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	14.11
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	134.67
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	-85.51
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	74.96
Schocks Towing Service	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	792.00
Schocks Towing Service	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	942.00
Schocks Towing Service	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	560.00
Schocks Towing Service	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	1,840.00
Schocks Towing Service	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	965.00
SCR Towing & Recovery, LLC	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	275.00
Strypes Plus More, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	875.00
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	218.40
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	152.31
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	90.21
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	296.73
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	1,136.63
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	39.31
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	68.80
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	84.88
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	48.38
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	36.54
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	82.28
Weldstar Company	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	19.84
Weldstar Company	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	19.20
West Professional Auto Repair E dba Classic Towing	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	327.00
Petty Cash-Sheriff	Repairs and Maint- Vehicles	Sheriff	General Fund	2/13/2024	315.50
Pomps Tire Service Inc	Repairs and Maint- Vehicles	Sheriff	General Fund	2/26/2024	4,715.60
Priority Products, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	2/26/2024	22.38
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	2/26/2024	64.50
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	2/26/2024	168.75
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	2/26/2024	613.52
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	2/26/2024	50.40
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	2/26/2024	1,206.40
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	2/26/2024	90.50
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/26/2024	599.97
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/26/2024	1.81
Fifth Third Bank	Repairs and Maint- Vehicles	Sheriff	General Fund	2/26/2024	617.60
Fifth Third Bank	Repairs and Maint- Vehicles	Sheriff	General Fund	2/26/2024	42.00
Hollywood Tools, LLC	Repairs and Maint- Vehicles	Sheriff	General Fund	2/26/2024	576.00
ISHTA (Illinois State Toll Highway Authority)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/26/2024	1,390.27
Cintas Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	2/26/2024	65.37
Chicago Parts and Sound, LLC	Repairs and Maint- Vehicles	Sheriff	General Fund	2/26/2024	368.95
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/26/2024	312.79
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/26/2024	40.38
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/26/2024	73.24
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/26/2024	98.81
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/26/2024	179.99
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/26/2024	26.88
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	2/26/2024	81.99
Battery Service Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	2/26/2024	560.85
North East Multi-Regional Training Inc	Employee Training	Sheriff	General Fund	2/13/2024	75.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	2/13/2024	16.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	2/13/2024	320.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	2/13/2024	401.96
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	2/26/2024	80.00
Tyler Technologies, Inc. (New World)	Employee Training	Sheriff	General Fund	2/26/2024	1,500.00
Fifth Third Bank	Employee Training	Sheriff	General Fund	2/26/2024	546.34

Fifth Third Bank	Employee Training	Sheriff	General Fund	2/26/2024	302.73
Fifth Third Bank	Employee Training	Sheriff	General Fund	2/26/2024	240.00
Fifth Third Bank	Employee Training	Sheriff	General Fund	2/26/2024	615.00
Fifth Third Bank	Employee Training	Sheriff	General Fund	2/26/2024	12,806.97
Fifth Third Bank	Employee Training	Sheriff	General Fund	2/26/2024	895.00
Fifth Third Bank	Office Supplies	Sheriff	General Fund	2/26/2024	85.36
Fifth Third Bank	Office Supplies	Sheriff	General Fund	2/26/2024	336.43
Fox Valley Park District	Operating Supplies	Sheriff	General Fund	2/13/2024	500.00
Menards, Inc.	Operating Supplies	Sheriff	General Fund	2/13/2024	110.31
Petty Cash-Sheriff	Operating Supplies	Sheriff	General Fund	2/13/2024	10,684.00
Petty Cash-Sheriff	Operating Supplies	Sheriff	General Fund	2/13/2024	4,188.00
Uline	Operating Supplies	Sheriff	General Fund	2/13/2024	239.88
Petty Cash-Sheriff	Operating Supplies	Sheriff	General Fund	2/26/2024	3,399.02
Airgas North Central, Inc.	Operating Supplies	Sheriff	General Fund	2/26/2024	101.87
Airgas North Central, Inc.	Operating Supplies	Sheriff	General Fund	2/26/2024	1,600.58
Airgas North Central, Inc.	Operating Supplies	Sheriff	General Fund	2/26/2024	60.91
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	2/26/2024	5.00
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	2/26/2024	1,304.64
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	2/26/2024	831.04
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	2/26/2024	1,124.03
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	2/26/2024	1,142.90
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	2/26/2024	81.22
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	2/26/2024	155.50
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	2/26/2024	5,375.10
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	2/26/2024	97.84
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	2/26/2024	244.98
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	2/26/2024	2,206.48
Petty Cash-Sheriff	S.W.A.T. Supplies	Sheriff	General Fund	2/13/2024	320.00
Petty Cash-Sheriff	S.W.A.T. Supplies	Sheriff	General Fund	2/13/2024	320.00
Viken Detection Corporation	S.W.A.T. Supplies	Sheriff	General Fund	2/13/2024	52,110.00
Fifth Third Bank	Bomb Squad Supplies	Sheriff	General Fund	2/26/2024	2,340.62
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	2/13/2024	29.24
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	2/26/2024	34.70
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	2/26/2024	103.27
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	2/26/2024	49.30
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	2/26/2024	20.13
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	2/26/2024	133.44
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	2/26/2024	131.24
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	2/26/2024	478.83
Petty Cash-Sheriff	Weapons and Ammunition	Sheriff	General Fund	2/13/2024	1,499.00
Ray O'Herron Co., Inc.	Weapons and Ammunition	Sheriff	General Fund	2/26/2024	772.00
Suburban Propane	Fuel- Vehicles	Sheriff	General Fund	2/13/2024	74.14
WEX BANK	Fuel- Vehicles	Sheriff	General Fund	2/13/2024	26,835.59
Al Warren Oil Company, Inc.	Fuel- Vehicles	Sheriff	General Fund	2/26/2024	5,132.88
Lighthouse Recovery, Inc.	Medical/Dental/Hospital Services	Sheriff	General Fund	2/13/2024	25,000.00
Wagner Investigative Polygraph Service	Medical/Dental/Hospital Services	Sheriff	General Fund	2/13/2024	500.00
Wellpath, LLC	Medical/Dental/Hospital Services	Sheriff	General Fund	2/13/2024	273,161.95
Wexford Health Sources Inc	Medical/Dental/Hospital Services	Sheriff	General Fund	2/13/2024	1,250,000.00
Lighthouse Recovery, Inc.	Medical/Dental/Hospital Services	Sheriff	General Fund	2/26/2024	30,000.00
COPS Testing Service Inc	Medical/Dental/Hospital Services	Sheriff	General Fund	2/26/2024	900.00
COPS Testing Service Inc	Medical/Dental/Hospital Services	Sheriff	General Fund	2/26/2024	2,000.00
COPS Testing Service Inc	Medical/Dental/Hospital Services	Sheriff	General Fund	2/26/2024	450.00
Chicago Communications, LLC	Repairs and Maint- Comm Equip	Sheriff	General Fund	2/13/2024	1,260.00
Fifth Third Bank	Repairs and Maint- Comm Equip	Sheriff	General Fund	2/26/2024	513.00
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	2/13/2024	247.50
Fifth Third Bank	Employee Training	Sheriff	General Fund	2/26/2024	4,599.02
Fifth Third Bank	Office Supplies	Sheriff	General Fund	2/26/2024	20.07

McMaster-Carr Supply Co	Operating Supplies	Sheriff	General Fund	2/13/2024	793.53
Petty Cash-Sheriff	Operating Supplies	Sheriff	General Fund	2/13/2024	590.00
Valdes LLC	Operating Supplies	Sheriff	General Fund	2/13/2024	999.25
Valdes LLC	Operating Supplies	Sheriff	General Fund	2/13/2024	999.25
Valdes LLC	Operating Supplies	Sheriff	General Fund	2/13/2024	999.25
Valdes LLC	Operating Supplies	Sheriff	General Fund	2/13/2024	999.25
Valdes LLC	Operating Supplies	Sheriff	General Fund	2/13/2024	999.25
Warehouse Direct, Inc.	Operating Supplies	Sheriff	General Fund	2/13/2024	281.91
Warehouse Direct, Inc.	Operating Supplies	Sheriff	General Fund	2/13/2024	281.91
Warehouse Direct, Inc.	Operating Supplies	Sheriff	General Fund	2/13/2024	281.91
Warehouse Direct, Inc.	Operating Supplies	Sheriff	General Fund	2/26/2024	281.91
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	2/26/2024	159.90
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	2/26/2024	161.25
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	2/26/2024	279.28
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	2/26/2024	76.00
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	2/26/2024	26.03
Valdes LLC	Operating Supplies	Sheriff	General Fund	2/26/2024	999.25
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	2/13/2024	60.04
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	2/13/2024	60.04
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	2/13/2024	60.04
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	2/13/2024	60.04
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	2/13/2024	60.04
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	2/13/2024	146.81
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	2/13/2024	259.52
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	2/26/2024	60.04
Aramark Services, Inc.	Food	Sheriff	General Fund	2/13/2024	12.24
Aramark Services, Inc.	Food	Sheriff	General Fund	2/13/2024	111.24
Aramark Services, Inc.	Food	Sheriff	General Fund	2/13/2024	59.40
Aramark Services, Inc.	Food	Sheriff	General Fund	2/13/2024	21.60
Aramark Services, Inc.	Food	Sheriff	General Fund	2/13/2024	11,232.20
Aramark Services, Inc.	Food	Sheriff	General Fund	2/13/2024	11,681.55
Aramark Services, Inc.	Food	Sheriff	General Fund	2/13/2024	12,105.93
Aramark Services, Inc.	Food	Sheriff	General Fund	2/13/2024	12,254.91
Aramark Services, Inc.	Food	Sheriff	General Fund	2/13/2024	12,283.22
Aramark Services, Inc.	Food	Sheriff	General Fund	2/13/2024	28.62
Petty Cash-Sheriff	Food	Sheriff	General Fund	2/13/2024	4,575.00
Warehouse Direct, Inc.	Food	Sheriff	General Fund	2/13/2024	281.91
Porfirio Roman Ramirez	Food	Sheriff	General Fund	2/13/2024	2,590.00
Porfirio Roman Ramirez	Food	Sheriff	General Fund	2/26/2024	2,730.00
Securus Monitor. dba Satellite Tracking of People	Food	Sheriff	General Fund	2/26/2024	6,372.00
Petty Cash-Sheriff	Food	Sheriff	General Fund	2/26/2024	16.00
Petty Cash-Sheriff	Food	Sheriff	General Fund	2/26/2024	16.00
Aramark Services, Inc.	Food	Sheriff	General Fund	2/26/2024	12,020.04
Aramark Services, Inc.	Food	Sheriff	General Fund	2/26/2024	22.68
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	2/26/2024	11.93
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	2/26/2024	44.59
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	2/26/2024	172.81
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	2/26/2024	28.73
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	2/26/2024	2.99
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	2/26/2024	36.01
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	2/26/2024	7.28
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	2/26/2024	11.57
Fifth Third Bank	Food	Sheriff	General Fund	2/26/2024	214.50
Fifth Third Bank	Food	Sheriff	General Fund	2/26/2024	603.25
Petty Cash-Sheriff	Contractual/Consulting Services	Sheriff	General Fund	2/13/2024	2,250.00
Johnson Controls Security Solutions (Tyco)	Repairs and Maint- Equipment	Sheriff	General Fund	2/26/2024	1,839.75
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	2/13/2024	80.00

Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	2/13/2024	96.00
COPS Testing Service Inc	Pre-Employment Physicals	Sheriff	General Fund	2/13/2024	900.00
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	2/13/2024	655.07
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	2/13/2024	233.76
PETER J BURGERT	Employee Mileage Expense	Merit Commission	General Fund	2/13/2024	222.70
Image-Pro Services & Supplies Inc	Office Supplies	Merit Commission	General Fund	2/13/2024	112.92
Image-Pro Services & Supplies Inc	Office Supplies	Merit Commission	General Fund	2/26/2024	606.07
Clausen Miller P.C.	Legal Services	Court Services	General Fund	2/13/2024	2,520.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Court Services	General Fund	2/26/2024	106.19
iTouch Biometrics, LLC	Repairs and Maint- Office Equip	Court Services	General Fund	2/26/2024	123.75
Open Text Inc	Software Licensing Cost	Court Services	General Fund	2/13/2024	845.78
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	2/26/2024	1,038.20
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	2/26/2024	275.39
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	2/26/2024	1,242.60
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	2/26/2024	559.20
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Court Services	General Fund	2/26/2024	60.28
Motorola Solutions Inc	Repairs and Maint- Comm Equip	Court Services	General Fund	2/13/2024	320.00
Motorola Solutions Inc	Repairs and Maint- Comm Equip	Court Services	General Fund	2/13/2024	320.00
Motorola Solutions Inc	Repairs and Maint- Comm Equip	Court Services	General Fund	2/26/2024	320.00
105 Grove LLC	Building Space Rental	Court Services	General Fund	2/13/2024	2,835.21
SC Auto Inc DBA Midas Auto Service	Repairs and Maint- Vehicles	Court Services	General Fund	2/13/2024	49.99
SC Auto Inc DBA Midas Auto Service	Repairs and Maint- Vehicles	Court Services	General Fund	2/13/2024	2,998.00
SC Auto Inc DBA Midas Auto Service	Repairs and Maint- Vehicles	Court Services	General Fund	2/13/2024	75.09
SC Auto Inc DBA Midas Auto Service	Repairs and Maint- Vehicles	Court Services	General Fund	2/26/2024	2,711.70
Via Carlita, LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Court Services	General Fund	2/26/2024	1,171.78
Chad's Towing & Recovery, Inc.	Repairs and Maint- Vehicles	Court Services	General Fund	2/26/2024	121.00
Safelite Fulfillment, Inc.	Repairs and Maint- Vehicles	Court Services	General Fund	2/26/2024	884.18
iTouch Biometrics, LLC	Repairs and Maint- Office Equip	Court Services	General Fund	2/26/2024	123.75
Sousie Jenkins	Employee Mileage Expense	Court Services	General Fund	2/26/2024	30.82
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Court Services	General Fund	2/26/2024	24.44
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Court Services	General Fund	2/26/2024	37.31
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Court Services	General Fund	2/26/2024	101.66
Fifth Third Bank	Office Supplies	Court Services	General Fund	2/26/2024	751.65
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	2/26/2024	145.19
WEX BANK	Fuel- Vehicles	Court Services	General Fund	2/13/2024	325.87
Nancy Bagley	Psychological/Psychiatric Srvs	Court Services	General Fund	2/13/2024	500.00
Ecker Center for Mental Health	Psychological/Psychiatric Srvs	Court Services	General Fund	2/13/2024	2,500.00
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	2/26/2024	1,126.10
iTouch Biometrics, LLC	Repairs and Maint- Office Equip	Court Services	General Fund	2/26/2024	123.75
Jessica Newsome	Employee Training	Court Services	General Fund	2/26/2024	240.00
Julissa Gonzalez	Drug Court Graduation Supplies	Court Services	General Fund	2/13/2024	28.97
Fifth Third Bank	Drug Court Graduation Supplies	Court Services	General Fund	2/26/2024	365.52
Fifth Third Bank	Incentives	Court Services	General Fund	2/26/2024	80.00
Fifth Third Bank	Incentives	Court Services	General Fund	2/26/2024	120.00
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	2/26/2024	1,461.40
Waste Management of Illinois - West	Repairs and Maint- Buildings	Court Services	General Fund	2/26/2024	238.54
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Court Services	General Fund	2/26/2024	6.62
105 Grove LLC	Building Space Rental	Court Services	General Fund	2/13/2024	2,835.21
iTouch Biometrics, LLC	Repairs and Maint- Office Equip	Court Services	General Fund	2/26/2024	123.75
Fifth Third Bank	Office Supplies	Court Services	General Fund	2/26/2024	206.63
Fifth Third Bank	Operating Supplies	Court Services	General Fund	2/26/2024	26.94
The Tree House Inc	Computer Related Supplies	Court Services	General Fund	2/13/2024	465.23
The Tree House Inc	Computer Related Supplies	Court Services	General Fund	2/13/2024	742.91
The Tree House Inc	Computer Related Supplies	Court Services	General Fund	2/26/2024	187.40
WEX BANK	Fuel- Vehicles	Court Services	General Fund	2/13/2024	132.48
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	General Fund	2/26/2024	3,333.33
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	General Fund	2/26/2024	825.00

Advanced Correctional Healthcare, Inc.	Medical/Dental/Hospital Services	Court Services	General Fund	2/26/2024	37,817.23
Advanced Correctional Healthcare, Inc.	Medical/Dental/Hospital Services	Court Services	General Fund	2/26/2024	-363.58
Symphony Diagnostic Svcs No. 1 dba MobilexUSA	Medical/Dental/Hospital Services	Court Services	General Fund	2/26/2024	455.00
Bob Barker Company Inc	Juvenile Board and Care	Court Services	General Fund	2/13/2024	195.78
Bob Barker Company Inc	Juvenile Board and Care	Court Services	General Fund	2/13/2024	213.88
Charm-Tex, Inc.	Juvenile Board and Care	Court Services	General Fund	2/13/2024	164.00
Bob Barker Company Inc	Juvenile Board and Care	Court Services	General Fund	2/26/2024	326.25
Bob Barker Company Inc	Juvenile Board and Care	Court Services	General Fund	2/26/2024	162.60
Bob Barker Company Inc	Juvenile Board and Care	Court Services	General Fund	2/26/2024	547.57
Bob Barker Company Inc	Juvenile Board and Care	Court Services	General Fund	2/26/2024	404.62
Bob Barker Company Inc	Juvenile Board and Care	Court Services	General Fund	2/26/2024	97.52
Garcia Clinical Laboratory, Inc.	Lab Services	Court Services	General Fund	2/13/2024	204.00
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	2/13/2024	55.55
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	2/26/2024	60.20
Harry Miller Appliances dba Coin-O-Matic Laundry	Repairs and Maint- Equipment	Court Services	General Fund	2/26/2024	213.04
Duke & Lee's Johnsons Garage and Towing, Inc.	Repairs and Maint- Vehicles	Court Services	General Fund	2/26/2024	70.76
Duke & Lee's Johnsons Garage and Towing, Inc.	Repairs and Maint- Vehicles	Court Services	General Fund	2/26/2024	71.76
iTouch Biometrics, LLC	Repairs and Maint- Office Equip	Court Services	General Fund	2/26/2024	123.75
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Court Services	General Fund	2/26/2024	117.52
Swank Motion Pictures, Inc.	Miscellaneous Contractual Exp	Court Services	General Fund	2/26/2024	481.51
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	2/13/2024	57.00
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	2/13/2024	126.40
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	2/13/2024	-15.80
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	2/26/2024	135.64
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	2/26/2024	-15.80
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	2/26/2024	349.19
Fifth Third Bank	Office Supplies	Court Services	General Fund	2/26/2024	10.49
Fifth Third Bank	Office Supplies	Court Services	General Fund	2/26/2024	38.97
Quill Corporation	Office Supplies	Court Services	General Fund	2/26/2024	231.98
Synchrony Bank (Sam's Club Direct/Lowes)	Operating Supplies	Court Services	General Fund	2/13/2024	272.64
Sysco Food Services Chicago	Operating Supplies	Court Services	General Fund	2/13/2024	270.78
Sysco Food Services Chicago	Operating Supplies	Court Services	General Fund	2/26/2024	56.61
Sysco Food Services Chicago	Operating Supplies	Court Services	General Fund	2/26/2024	1,038.27
Fifth Third Bank	Operating Supplies	Court Services	General Fund	2/26/2024	93.80
Fifth Third Bank	Operating Supplies	Court Services	General Fund	2/26/2024	207.96
The Tree House Inc	Computer Related Supplies	Court Services	General Fund	2/13/2024	1,548.29
City of St. Charles	Utilities- Water	Court Services	General Fund	2/26/2024	1,126.65
Initial Impressions Inc	Uniform Supplies	Court Services	General Fund	2/13/2024	156.23
Aramark Services, Inc.	Food	Court Services	General Fund	2/13/2024	1,926.00
Aramark Services, Inc.	Food	Court Services	General Fund	2/13/2024	1,890.00
Synchrony Bank (Sam's Club Direct/Lowes)	Food	Court Services	General Fund	2/13/2024	98.24
Sysco Food Services Chicago	Food	Court Services	General Fund	2/13/2024	318.07
Sysco Food Services Chicago	Food	Court Services	General Fund	2/13/2024	2,126.03
Sysco Food Services Chicago	Food	Court Services	General Fund	2/26/2024	1,152.87
Sysco Food Services Chicago	Food	Court Services	General Fund	2/26/2024	-121.39
Sysco Food Services Chicago	Food	Court Services	General Fund	2/26/2024	1,404.74
Aramark Services, Inc.	Food	Court Services	General Fund	2/26/2024	1,890.00
Aramark Services, Inc.	Food	Court Services	General Fund	2/26/2024	1,890.00
McKesson Medical Surgical	Medical Supplies and Drugs	Court Services	General Fund	2/13/2024	33.98
Fifth Third Bank	Medical Supplies and Drugs	Court Services	General Fund	2/26/2024	54.93
Fifth Third Bank	Subscription Databases	Court Services	General Fund	2/26/2024	22.99
WEX BANK	Fuel- Vehicles	Court Services	General Fund	2/13/2024	107.37
Nancy S Duarte	Contractual/Consulting Services	Court Services	General Fund	2/13/2024	500.00
Accurate Document Destruction Inc (GROOT)	Destruction of Records Services	Court Services	General Fund	2/26/2024	248.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Court Services	General Fund	2/13/2024	54.89
iTouch Biometrics, LLC	Repairs and Maint- Office Equip	Court Services	General Fund	2/26/2024	123.75
Fifth Third Bank	General Advertising	Court Services	General Fund	2/26/2024	43.00



Bridget Springmire	Conferences and Meetings	Court Services	General Fund	2/13/2024	225.93
Fifth Third Bank	Conferences and Meetings	Court Services	General Fund	2/26/2024	7,116.35
Jenna D'Agostini	Employee Training	Court Services	General Fund	2/26/2024	470.93
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	2/26/2024	35.10
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	2/26/2024	20.00
Warehouse Direct, Inc.	Office Supplies	Court Services	General Fund	2/26/2024	109.03
Fifth Third Bank	Books and Subscriptions	Court Services	General Fund	2/26/2024	278.96
Pearson Assessments (NCS Pearson Inc.)	Testing Materials	Court Services	General Fund	2/13/2024	451.05
Psychological Assessment Resources Inc (PAR, Inc.)	Testing Materials	Court Services	General Fund	2/13/2024	197.12
Psychological Assessment Resources Inc (PAR, Inc.)	Testing Materials	Court Services	General Fund	2/26/2024	492.80
Pearson Assessments (NCS Pearson Inc.)	Testing Materials	Court Services	General Fund	2/26/2024	311.85
Nichols and Molinder Assessment Inc.	Testing Materials	Court Services	General Fund	2/26/2024	35.00
Fifth Third Bank	Miscellaneous Supplies	Court Services	General Fund	2/26/2024	27.55
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	General Fund	2/13/2024	300.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	General Fund	2/13/2024	300.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	General Fund	2/13/2024	300.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	General Fund	2/13/2024	300.00
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	2/26/2024	737.25
iTouch Biometrics, LLC	Repairs and Maint- Office Equip	Court Services	General Fund	2/26/2024	123.75
Fifth Third Bank	Conferences and Meetings	Court Services	General Fund	2/26/2024	103.49
Fifth Third Bank	Incentives	Court Services	General Fund	2/26/2024	249.98
Mitra B. Kalelkar	Autopsies/Consulting	Coroner	General Fund	2/26/2024	18,600.00
Central DuPage Hospital Association DBA HealthLab	Toxicology Expense	Coroner	General Fund	2/13/2024	45.00
Northwestern Memorial Hospital	Toxicology Expense	Coroner	General Fund	2/13/2024	686.25
Tissue Techniques Pathology Labs LLC	Toxicology Expense	Coroner	General Fund	2/26/2024	268.50
Central DuPage Hospital Association DBA HealthLab	Toxicology Expense	Coroner	General Fund	2/26/2024	570.00
NMS Labs	Toxicology Expense	Coroner	General Fund	2/26/2024	7,073.00
Fifth Third Bank	Repairs and Maint- Vehicles	Coroner	General Fund	2/26/2024	92.66
Fifth Third Bank	Conferences and Meetings	Coroner	General Fund	2/26/2024	341.18
International Association of Coroners	General Association Dues	Coroner	General Fund	2/26/2024	1,200.00
Patten Industries Power Dry of Chicago dba Chicago Water & Fire Rest	Miscellaneous Contractual Exp	Coroner	General Fund	2/26/2024	100.00
Patten Industries Power Dry of Chicago dba Chicago Water & Fire Rest	Miscellaneous Contractual Exp	Coroner	General Fund	2/26/2024	100.00
Patten Industries Power Dry of Chicago dba Chicago Water & Fire Rest	Miscellaneous Contractual Exp	Coroner	General Fund	2/26/2024	100.00
Patten Industries Power Dry of Chicago dba Chicago Water & Fire Rest	Miscellaneous Contractual Exp	Coroner	General Fund	2/26/2024	100.00
Patten Industries Power Dry of Chicago dba Chicago Water & Fire Rest	Miscellaneous Contractual Exp	Coroner	General Fund	2/26/2024	100.00
Fifth Third Bank	Books and Subscriptions	Coroner	General Fund	2/26/2024	118.95
WEX BANK	Fuel- Vehicles	Coroner	General Fund	2/13/2024	677.07
Menards, Inc.	Repairs and Maint- Vehicles	Emergency Management Services	General Fund	2/13/2024	36.41
Menards, Inc.	Repairs and Maint- Vehicles	Emergency Management Services	General Fund	2/26/2024	14.94
Andrew J. Kerley	Conferences and Meetings	Emergency Management Services	General Fund	2/13/2024	92.80
Mission Manager, Inc.	Miscellaneous Contractual Exp	Emergency Management Services	General Fund	2/26/2024	1,250.00
Toshiba America Business Solutions, Inc	Miscellaneous Contractual Exp	Emergency Management Services	General Fund	2/26/2024	207.76
Quill Corporation	Office Supplies	Emergency Management Services	General Fund	2/26/2024	149.02
Menards, Inc.	Operating Supplies	Emergency Management Services	General Fund	2/13/2024	45.12
Menards, Inc.	Operating Supplies	Emergency Management Services	General Fund	2/26/2024	291.51
Menards, Inc.	Operating Supplies	Emergency Management Services	General Fund	2/26/2024	27.52
Menards, Inc.	Operating Supplies	Emergency Management Services	General Fund	2/26/2024	91.96
Physicians Care Group, LTD	Operating Supplies	Emergency Management Services	General Fund	2/26/2024	110.00
Physicians Care Group, LTD	Operating Supplies	Emergency Management Services	General Fund	2/26/2024	396.00
Physicians Care Group, LTD	Operating Supplies	Emergency Management Services	General Fund	2/26/2024	122.00
Physicians Care Group, LTD	Operating Supplies	Emergency Management Services	General Fund	2/26/2024	110.00
Eagle Engraving Inc	Operating Supplies	Emergency Management Services	General Fund	2/26/2024	410.00
Fifth Third Bank	Operating Supplies	Emergency Management Services	General Fund	2/26/2024	339.00
Fifth Third Bank	Operating Supplies	Emergency Management Services	General Fund	2/26/2024	241.85
Eagle Engraving Inc	Uniform Supplies	Emergency Management Services	General Fund	2/26/2024	107.35
Fifth Third Bank	Communication Equip - Non-Capital	Emergency Management Services	General Fund	2/26/2024	677.22
Fifth Third Bank	Repairs and Maint- Vehicles	Environmental Management	General Fund	2/26/2024	119.30

Fifth Third Bank	Conferences and Meetings	Environmental Management	General Fund	2/26/2024	175.42
Fifth Third Bank	Office Supplies	Environmental Management	General Fund	2/26/2024	45.38
ABC PHCE	Building and Inspection Permits	Development	General Fund	2/13/2024	596.59
Impact Networking, LLC	Repairs and Maint- Copiers	Development	General Fund	2/26/2024	76.76
Rons Automotive Services Inc	Repairs and Maint- Vehicles	Development	General Fund	2/13/2024	98.90
Rons Automotive Services Inc	Repairs and Maint- Vehicles	Development	General Fund	2/13/2024	453.50
Rons Automotive Services Inc	Repairs and Maint- Vehicles	Development	General Fund	2/26/2024	453.50
Paddock Publications (Daily Herald)	Legal Printing	Development	General Fund	2/13/2024	356.50
Karen Ann Miller	Employee Mileage Expense	Development	General Fund	2/13/2024	138.37
Karen Ann Miller	Employee Mileage Expense	Development	General Fund	2/13/2024	38.97
Karen Ann Miller	Employee Mileage Expense	Development	General Fund	2/13/2024	16.25
David F. Schultz	Employee Mileage Expense	Development	General Fund	2/26/2024	24.79
David F. Schultz	Employee Mileage Expense	Development	General Fund	2/26/2024	24.79
Warehouse Direct, Inc.	Office Supplies	Development	General Fund	2/13/2024	6.64
Warehouse Direct, Inc.	Office Supplies	Development	General Fund	2/13/2024	27.53
Warehouse Direct, Inc.	Office Supplies	Development	General Fund	2/13/2024	91.28
Warehouse Direct, Inc.	Office Supplies	Development	General Fund	2/13/2024	136.92
Warehouse Direct, Inc.	Office Supplies	Development	General Fund	2/13/2024	65.10
Havlicek Geneva Ace Hardware LLC	Operating Supplies	Development	General Fund	2/13/2024	47.61
Fifth Third Bank	Operating Supplies	Development	General Fund	2/26/2024	67.99
WEX BANK	Fuel- Vehicles	Development	General Fund	2/13/2024	510.66
Camic, Johnson, Ltd	Contractual/Consulting Services	Development	General Fund	2/26/2024	400.00
Pitney Bowes, Inc.	Postage	Other- Countywide Expenses	General Fund	2/13/2024	740.09
Pitney Bowes, Inc.	Postage	Other- Countywide Expenses	General Fund	2/26/2024	285.12
Pitney Bowes, Inc.	Postage	Other- Countywide Expenses	General Fund	2/26/2024	912.96
Postmaster	Postage	Other- Countywide Expenses	General Fund	2/26/2024	1,600.00
FedEx	Postage	Other- Countywide Expenses	General Fund	2/26/2024	216.43
FedEx	Postage	Other- Countywide Expenses	General Fund	2/26/2024	47.87
FedEx	Postage	Other- Countywide Expenses	General Fund	2/26/2024	686.77
FedEx	Postage	Other- Countywide Expenses	General Fund	2/26/2024	230.36
FedEx	Postage	Other- Countywide Expenses	General Fund	2/26/2024	55.25
FedEx	Postage	Other- Countywide Expenses	General Fund	2/26/2024	193.69
Insight Public Sector Inc	Software Licensing Cost	Other- Countywide Expenses	General Fund	2/13/2024	88,150.65
Devnet, Inc	Software Licensing Cost	Other- Countywide Expenses	General Fund	2/13/2024	42,166.87
Fifth Third Bank	Software Licensing Cost	Other- Countywide Expenses	General Fund	2/26/2024	75.58
Fifth Third Bank	Software Licensing Cost	Other- Countywide Expenses	General Fund	2/26/2024	40.00
Group Link	Software Licensing Cost	Other- Countywide Expenses	General Fund	2/26/2024	27,868.86
Tyler Technologies, Inc. (New World)	Software Licensing Cost	Other- Countywide Expenses	General Fund	2/26/2024	1,000.00
PTS Communications, Inc.	Telephone	Other- Countywide Expenses	General Fund	2/13/2024	100.00
AT&T	Telephone	Other- Countywide Expenses	General Fund	2/26/2024	136.27
AT&T	Telephone	Other- Countywide Expenses	General Fund	2/26/2024	11,644.34
AT&T	Telephone	Other- Countywide Expenses	General Fund	2/26/2024	1,282.71
AT&T	Telephone	Other- Countywide Expenses	General Fund	2/26/2024	3,184.43
AT&T	Telephone	Other- Countywide Expenses	General Fund	2/26/2024	4,451.65
AT&T	Telephone	Other- Countywide Expenses	General Fund	2/26/2024	404.56
AT&T	Telephone	Other- Countywide Expenses	General Fund	2/26/2024	312.60
Fifth Third Bank	Telephone	Other- Countywide Expenses	General Fund	2/26/2024	149.70
T-Mobile USA, Inc.	Cellular Phone	Other- Countywide Expenses	General Fund	2/13/2024	47.20
Verizon Wireless	Cellular Phone	Other- Countywide Expenses	General Fund	2/13/2024	32,428.03
AT&T Mobility	Cellular Phone	Other- Countywide Expenses	General Fund	2/26/2024	47.31
AT&T Mobility	Cellular Phone	Other- Countywide Expenses	General Fund	2/26/2024	72.48
Spok, Inc. (USA Mobility Wireless Inc)	Cellular Phone	Other- Countywide Expenses	General Fund	2/26/2024	1.39
Robert Enright	Internet	Other- Countywide Expenses	General Fund	2/13/2024	66.00
Brooke Roff	Internet	Other- Countywide Expenses	General Fund	2/13/2024	95.00
John Zakosek	Internet	Other- Countywide Expenses	General Fund	2/13/2024	95.00
John Zakosek	Internet	Other- Countywide Expenses	General Fund	2/26/2024	95.00
Adam Tedder	Internet	Other- Countywide Expenses	General Fund	2/26/2024	134.99



Lindsey Brusky	Internet	Other- Countywide Expenses	General Fund	2/26/2024	121.00
Andrew Dohr	Internet	Other- Countywide Expenses	General Fund	2/26/2024	59.95
Stephen Dolewski	Internet	Other- Countywide Expenses	General Fund	2/26/2024	89.99
Darin P. Earl	Internet	Other- Countywide Expenses	General Fund	2/26/2024	99.99
Robert Enright	Internet	Other- Countywide Expenses	General Fund	2/26/2024	66.00
Fifth Third Bank	Internet	Other- Countywide Expenses	General Fund	2/26/2024	500.00
Fifth Third Bank	Internet	Other- Countywide Expenses	General Fund	2/26/2024	412.00
Fifth Third Bank	Internet	Other- Countywide Expenses	General Fund	2/26/2024	95.00
Fifth Third Bank	Internet	Other- Countywide Expenses	General Fund	2/26/2024	3,546.33
Benjamin Fox	Internet	Other- Countywide Expenses	General Fund	2/26/2024	63.99
Christopher R. Hemesath	Internet	Other- Countywide Expenses	General Fund	2/26/2024	79.95
Jon Kloese	Internet	Other- Countywide Expenses	General Fund	2/26/2024	85.00
Kurt D. Lebo	Internet	Other- Countywide Expenses	General Fund	2/26/2024	96.00
Blair Peters	Internet	Other- Countywide Expenses	General Fund	2/26/2024	85.00
Fifth Third Bank	Miscellaneous Supplies	Other- Countywide Expenses	General Fund	2/26/2024	272.08
Fifth Third Bank	Miscellaneous Supplies	Other- Countywide Expenses	General Fund	2/26/2024	87.98
C&D Autobody Repair, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	2/13/2024	14,545.97
Northern Contracting, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	2/13/2024	5,997.16
Northern Contracting, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	2/13/2024	3,643.94
West Bend Mutual Insurance Company	Liability Insurance	Human Resource Management	Insurance Liability	2/13/2024	20.00
West Bend Mutual Insurance Company	Liability Insurance	Human Resource Management	Insurance Liability	2/13/2024	20.00
West Bend Mutual Insurance Company	Liability Insurance	Human Resource Management	Insurance Liability	2/13/2024	20.00
CCMSI	Liability Insurance	Human Resource Management	Insurance Liability	2/26/2024	4,240.16
Matthew J Goncher	Workers Compensation	Human Resource Management	Insurance Liability	2/13/2024	859.98
CCMSI	Workers Compensation	Human Resource Management	Insurance Liability	2/26/2024	163,147.77
Illinois Department of Employment Security	Unemployment Claims	Human Resource Management	Insurance Liability	2/26/2024	28,764.00
Hervas Condon & Bersani PC	Legal Services	State's Attorney	Insurance Liability	2/13/2024	3,837.64
Klein, Thorpe & Jenkins, LTD.	Legal Services	State's Attorney	Insurance Liability	2/13/2024	742.50
Laner Muchin Ltd	Legal Services	State's Attorney	Insurance Liability	2/13/2024	8,236.68
Laner Muchin Ltd	Legal Services	State's Attorney	Insurance Liability	2/26/2024	4,417.50
Kenneth C. Shepro	Legal Services	State's Attorney	Insurance Liability	2/26/2024	7,000.00
The Sotos Law Firm, P.C	Legal Services	State's Attorney	Insurance Liability	2/26/2024	1,990.00
Franco & Moroney LLC dba Franco Moroney Buenik LLC	Legal Services	State's Attorney	Insurance Liability	2/26/2024	1,921.00
		State's Attorney	Insurance Liability	2/13/2024	1,200.00
		State's Attorney	Insurance Liability	2/13/2024	150.00
Chronicle Media, LLC	Legal Trial Notices	State's Attorney	Insurance Liability	2/26/2024	30.00
Planet Depos, LLC	Court Reporter Costs	State's Attorney	Insurance Liability	2/13/2024	507.95
Planet Depos, LLC	Court Reporter Costs	State's Attorney	Insurance Liability	2/13/2024	350.00
Planet Depos, LLC	Court Reporter Costs	State's Attorney	Insurance Liability	2/13/2024	472.50
Planet Depos, LLC	Court Reporter Costs	State's Attorney	Insurance Liability	2/13/2024	350.00
Planet Depos, LLC	Court Reporter Costs	State's Attorney	Insurance Liability	2/13/2024	350.00
Planet Depos, LLC	Court Reporter Costs	State's Attorney	Insurance Liability	2/13/2024	464.35
Planet Depos, LLC	Court Reporter Costs	State's Attorney	Insurance Liability	2/26/2024	350.00
Planet Depos, LLC	Court Reporter Costs	State's Attorney	Insurance Liability	2/26/2024	400.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	Insurance Liability	2/13/2024	169.79
Fifth Third Bank	Employee Training	State's Attorney	Insurance Liability	2/26/2024	760.50
Int'l Assn of Assessing Officers	General Association Dues	Information Technologies	Geographic Information Systems	2/13/2024	240.00
Int'l Assn of Assessing Officers	General Association Dues	Information Technologies	Geographic Information Systems	2/13/2024	240.00
Fifth Third Bank	General Association Dues	Information Technologies	Geographic Information Systems	2/26/2024	285.00
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Information Technologies	Geographic Information Systems	2/26/2024	2.99
Fifth Third Bank	Books and Subscriptions	Information Technologies	Geographic Information Systems	2/26/2024	600.00
Defin.Net Solutions Inc	Contractual/Consulting Services	Other- Countywide Expenses	Public Safety Sales Tax	2/13/2024	11,000.00
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	Other- Countywide Expenses	Public Safety Sales Tax	2/13/2024	665.28
Tyler Technologies, Inc. (New World)	Software Licensing Cost	Other- Countywide Expenses	Public Safety Sales Tax	2/13/2024	4,650.00
NAT Tech Inc. (National Technologies NTI)	Communications Equipment	Other- Countywide Expenses	Public Safety Sales Tax	2/26/2024	2,632.00
NAT Tech Inc. (National Technologies NTI)	Communications Equipment	Other- Countywide Expenses	Public Safety Sales Tax	2/26/2024	4,144.00
USIC Locating Services LLC	Communications Equipment	Other- Countywide Expenses	Public Safety Sales Tax	2/26/2024	548.13

Defin.Net Solutions Inc	Contractual/Consulting Services	Other- Countywide Expenses	Judicial Technology Sales Tax	2/13/2024	14,000.00
Tyler Technologies, Inc. (New World)	Software Licensing Cost	Other- Countywide Expenses	Judicial Technology Sales Tax	2/26/2024	117,232.13
Fifth Third Bank	Conferences and Meetings	Other- Countywide Expenses	Judicial Technology Sales Tax	2/26/2024	-13.23
Illinois Government Finance Officers Association	Conferences and Meetings	Treasurer/Collector	Tax Sale Automation	2/26/2024	200.00
Devnet, Inc	Computer Software- Capital	County Clerk	Vital Records Automation	2/13/2024	7,731.72
Gordon Flesch Company Inc	Repairs and Maint- Copiers	Recorder	Recorder's Automation	2/26/2024	11.55
HOV Services Inc dba an Exela Technologies Co.	Operating Supplies	Recorder	Recorder's Automation	2/13/2024	366.13
Kane County Bar Foundation, Inc.	Contractual/Consulting Services	Judiciary and Courts	Children's Waiting Room	2/13/2024	16,236.49
Kane County Bar Foundation, Inc.	Contractual/Consulting Services	Judiciary and Courts	Children's Waiting Room	2/26/2024	11,830.18
Tyler Technologies, Inc. (New World)	Conferences and Meetings	Circuit Clerk	Court Automation	2/13/2024	1,199.00
Tyler Technologies, Inc. (New World)	Conferences and Meetings	Circuit Clerk	Court Automation	2/13/2024	1,199.00
Tyler Technologies, Inc. (New World)	Conferences and Meetings	Circuit Clerk	Court Automation	2/13/2024	1,199.00
Deb Chan	Employee Mileage Expense	Circuit Clerk	Court Automation	2/13/2024	48.24
Jordan A. Bright	Employee Mileage Expense	Circuit Clerk	Court Automation	2/26/2024	12.06
Accurate Document Destruction Inc (GROOT)	Destruction of Records Services	Circuit Clerk	Court Document Storage	2/26/2024	368.07
Canon Solutions America Inc	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	2/13/2024	44.96
Impact Networking, LLC	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	2/13/2024	152.90
Taylor Communications Inc	General Printing	Circuit Clerk	Circuit Clerk Admin Services	2/26/2024	2,072.38
Tyler Technologies, Inc. (New World)	Conferences and Meetings	Circuit Clerk	Circuit Clerk Admin Services	2/13/2024	1,199.00
Illinois Government Finance Officers Association	General Association Dues	Circuit Clerk	Circuit Clerk Admin Services	2/26/2024	100.00
Warehouse Direct, Inc.	Office Supplies	Circuit Clerk	Circuit Clerk Admin Services	2/13/2024	3.22
Warehouse Direct, Inc.	Office Supplies	Circuit Clerk	Circuit Clerk Admin Services	2/26/2024	17.26
Warehouse Direct, Inc.	Office Supplies	Circuit Clerk	Circuit Clerk Admin Services	2/26/2024	6.84
Warehouse Direct, Inc.	Office Supplies	Circuit Clerk	Circuit Clerk Admin Services	2/26/2024	9.66
Barbara A Johnston	Court Reporter Costs	State's Attorney	Drug Prosecution	2/13/2024	60.00
Kobald Reporting Inc	Court Reporter Costs	State's Attorney	Drug Prosecution	2/13/2024	324.00
Barbara A Johnston	Court Reporter Costs	State's Attorney	Drug Prosecution	2/26/2024	184.00
MaryJo D'Avola	Court Reporter Costs	State's Attorney	Drug Prosecution	2/26/2024	68.00
		State's Attorney	Child Advocacy Center	2/26/2024	347.89
		State's Attorney	Child Advocacy Center	2/26/2024	512.20
Melissa K. Anderko	Court Reporter Costs	State's Attorney	Child Advocacy Center	2/13/2024	14.50
Kobald Reporting Inc	Court Reporter Costs	State's Attorney	Child Advocacy Center	2/13/2024	76.00
Barbara A Johnston	Court Reporter Costs	State's Attorney	Child Advocacy Center	2/13/2024	36.00
Barbara A Johnston	Court Reporter Costs	State's Attorney	Child Advocacy Center	2/26/2024	32.00
Jennifer L. Joyce	Court Reporter Costs	State's Attorney	Child Advocacy Center	2/26/2024	24.00
Jennifer Campbell	Court Reporter Costs	State's Attorney	Child Advocacy Center	2/26/2024	104.00
Roots and Wings Counseling Consultants, LLC	Counseling Services	State's Attorney	Child Advocacy Center	2/26/2024	300.00
Roots and Wings Counseling Consultants, LLC	Counseling Services	State's Attorney	Child Advocacy Center	2/26/2024	200.00
Roots and Wings Counseling Consultants, LLC	Counseling Services	State's Attorney	Child Advocacy Center	2/26/2024	300.00
Julie Turner	Counseling Services	State's Attorney	Child Advocacy Center	2/26/2024	2,000.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	Child Advocacy Center	2/26/2024	17.13
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	Child Advocacy Center	2/26/2024	23.64
Children's Advocacy Centers of Illinois	Conferences and Meetings	State's Attorney	Child Advocacy Center	2/26/2024	400.00
Children's Advocacy Centers of Illinois	Conferences and Meetings	State's Attorney	Child Advocacy Center	2/26/2024	400.00
Children's Advocacy Centers of Illinois	Conferences and Meetings	State's Attorney	Child Advocacy Center	2/26/2024	400.00
Children's Advocacy Centers of Illinois	Conferences and Meetings	State's Attorney	Child Advocacy Center	2/26/2024	450.00
Children's Advocacy Centers of Illinois	Conferences and Meetings	State's Attorney	Child Advocacy Center	2/26/2024	400.00
Children's Advocacy Centers of Illinois	Conferences and Meetings	State's Attorney	Child Advocacy Center	2/26/2024	400.00
Children's Advocacy Centers of Illinois	Conferences and Meetings	State's Attorney	Child Advocacy Center	2/26/2024	400.00
Children's Advocacy Centers of Illinois	Conferences and Meetings	State's Attorney	Child Advocacy Center	2/26/2024	400.00
Children's Advocacy Centers of Illinois	Conferences and Meetings	State's Attorney	Child Advocacy Center	2/26/2024	400.00
Children's Advocacy Centers of Illinois	Conferences and Meetings	State's Attorney	Child Advocacy Center	2/26/2024	400.00
Children's Advocacy Centers of Illinois	Conferences and Meetings	State's Attorney	Child Advocacy Center	2/26/2024	400.00
Children's Advocacy Centers of Illinois	Conferences and Meetings	State's Attorney	Child Advocacy Center	2/26/2024	400.00
Children's Advocacy Centers of Illinois	Conferences and Meetings	State's Attorney	Child Advocacy Center	2/26/2024	400.00
Children's Advocacy Centers of Illinois	Conferences and Meetings	State's Attorney	Child Advocacy Center	2/26/2024	400.00
Children's Advocacy Centers of Illinois	Conferences and Meetings	State's Attorney	Child Advocacy Center	2/26/2024	400.00

Children's Advocacy Centers of Illinois	Conferences and Meetings	State's Attorney	Child Advocacy Center	2/26/2024	400.00
Children's Advocacy Centers of Illinois	Conferences and Meetings	State's Attorney	Child Advocacy Center	2/26/2024	400.00
Children's Advocacy Centers of Illinois	Conferences and Meetings	State's Attorney	Child Advocacy Center	2/26/2024	400.00
Fifth Third Bank	Conferences and Meetings	State's Attorney	Child Advocacy Center	2/26/2024	1,250.00
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	State's Attorney	Child Advocacy Center	2/26/2024	131.37
Fifth Third Bank	Computer Software- Non Capital	State's Attorney	Child Advocacy Center	2/26/2024	15.99
WEX BANK	Fuel- Vehicles	State's Attorney	Child Advocacy Center	2/13/2024	158.92
Fifth Third Bank	Office Supplies	Law Library	Law Library	2/26/2024	167.71
Fifth Third Bank	Computer Related Supplies	Law Library	Law Library	2/26/2024	119.99
Fifth Third Bank	Books and Subscriptions	Law Library	Law Library	2/26/2024	65.69
Fifth Third Bank	Food	Law Library	Law Library	2/26/2024	318.65
Fifth Third Bank	Operating Supplies	Sheriff	Cannabis Regulation - Local	2/26/2024	385.00
Fifth Third Bank	Operating Supplies	Sheriff	Cannabis Regulation - Local	2/26/2024	104.08
Petty Cash-Sheriff	Operating Supplies	Sheriff	Cannabis Regulation - Local	2/26/2024	3,000.00
Petty Cash-Sheriff	Operating Supplies	Sheriff	Cannabis Regulation - Local	2/26/2024	4,000.00
Data Clean, LLC	Contractual/Consulting Services	Kane Comm	Kane Comm	2/13/2024	650.00
Motorola Solutions Inc	Contractual/Consulting Services	Kane Comm	Kane Comm	2/13/2024	1,400.00
ComEd	Contractual/Consulting Services	Kane Comm	Kane Comm	2/13/2024	39.94
ComEd	Contractual/Consulting Services	Kane Comm	Kane Comm	2/26/2024	55.41
Motorola Solutions Inc	Contractual/Consulting Services	Kane Comm	Kane Comm	2/26/2024	1,400.00
Therm Flo Incorporated	Contractual/Consulting Services	Kane Comm	Kane Comm	2/26/2024	11,084.00
Fifth Third Bank	Contractual/Consulting Services	Kane Comm	Kane Comm	2/26/2024	137.86
Chicago Voice and Data Authority Corp.	Repairs and Maint- Computers	Kane Comm	Kane Comm	2/26/2024	1,506.50
Fifth Third Bank	General Advertising	Kane Comm	Kane Comm	2/26/2024	1,081.00
Fifth Third Bank	Conferences and Meetings	Kane Comm	Kane Comm	2/26/2024	600.00
Michelle Guthrie	Conferences and Meetings	Kane Comm	Kane Comm	2/26/2024	59.65
Fifth Third Bank	Employee Training	Kane Comm	Kane Comm	2/26/2024	557.00
Michelle Guthrie	Employee Mileage Expense	Kane Comm	Kane Comm	2/26/2024	30.68
Christopher McMeen	Employee Mileage Expense	Kane Comm	Kane Comm	2/26/2024	11.46
Fifth Third Bank	General Association Dues	Kane Comm	Kane Comm	2/26/2024	147.00
Fifth Third Bank	Pre-Employment Physicals	Kane Comm	Kane Comm	2/26/2024	397.00
Warehouse Direct, Inc.	Office Supplies	Kane Comm	Kane Comm	2/13/2024	65.71
Warehouse Direct, Inc.	Office Supplies	Kane Comm	Kane Comm	2/26/2024	69.99
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Kane Comm	Kane Comm	2/26/2024	63.05
Fifth Third Bank	Employee Recognition Supplies	Kane Comm	Kane Comm	2/26/2024	41.39
		Court Services	Probation Services	2/13/2024	372.40
		Court Services	Probation Services	2/13/2024	235.20
		Court Services	Probation Services	2/13/2024	1,029.00
		Court Services	Probation Services	2/13/2024	704.62
		Court Services	Probation Services	2/13/2024	372.40
		Court Services	Probation Services	2/13/2024	294.00
		Court Services	Probation Services	2/13/2024	392.00
		Court Services	Probation Services	2/13/2024	804.58
		Court Services	Probation Services	2/13/2024	784.00
		Court Services	Probation Services	2/13/2024	1,029.00
About Change Counseling	Contractual/Consulting Services	Court Services	Probation Services	2/26/2024	150.00
About Change Counseling	Contractual/Consulting Services	Court Services	Probation Services	2/26/2024	150.00
Braden Counseling Center, P.C.	Contractual/Consulting Services	Court Services	Probation Services	2/26/2024	150.00
Language Line Services	Contractual/Consulting Services	Court Services	Probation Services	2/26/2024	2,940.65
Latino Treatment Center	Contractual/Consulting Services	Court Services	Probation Services	2/26/2024	100.00
Mutual Ground, Inc.	Psychological/Psychiatric Svcs	Court Services	Probation Services	2/13/2024	65.00
Mutual Ground, Inc.	Psychological/Psychiatric Svcs	Court Services	Probation Services	2/13/2024	75.00
Mutual Ground, Inc.	Psychological/Psychiatric Svcs	Court Services	Probation Services	2/13/2024	73.76
Mutual Ground, Inc.	Psychological/Psychiatric Svcs	Court Services	Probation Services	2/13/2024	116.40
Mutual Ground, Inc.	Psychological/Psychiatric Svcs	Court Services	Probation Services	2/13/2024	75.00
Sarah's Inn	Psychological/Psychiatric Svcs	Court Services	Probation Services	2/13/2024	525.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Svcs	Court Services	Probation Services	2/13/2024	85.00

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Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	2/26/2024	50.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	2/26/2024	480.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	2/26/2024	550.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	2/26/2024	240.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	2/26/2024	610.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	2/26/2024	75.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	2/26/2024	300.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	2/26/2024	120.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	2/26/2024	125.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	2/26/2024	150.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	2/26/2024	860.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	2/26/2024	150.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	2/26/2024	60.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	2/26/2024	300.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	2/26/2024	150.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	2/26/2024	500.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	2/26/2024	390.00
Braden Counseling Center, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	2/26/2024	120.00
About Change Counseling	Psychological/Psychiatric Srvs	Court Services	Probation Services	2/26/2024	150.00
About Change Counseling	Psychological/Psychiatric Srvs	Court Services	Probation Services	2/26/2024	420.00
About Change Counseling	Psychological/Psychiatric Srvs	Court Services	Probation Services	2/26/2024	360.00
About Change Counseling	Psychological/Psychiatric Srvs	Court Services	Probation Services	2/26/2024	180.00
Eagle Eye Polygraph, LLC	Polygraph Testing	Court Services	Probation Services	2/26/2024	300.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	2/26/2024	79.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	2/26/2024	79.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	2/26/2024	79.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	2/26/2024	79.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	2/26/2024	79.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	2/26/2024	79.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	2/26/2024	79.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	2/26/2024	79.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	2/26/2024	79.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	2/26/2024	79.00
Abel Screening Inc	Testing Materials	Court Services	Probation Services	2/26/2024	79.00
Ecker Center for Mental Health	Contractual/Consulting Services	Court Services	Drug Court Special Resources	2/13/2024	592.62
Ecker Center for Mental Health	Contractual/Consulting Services	Court Services	Drug Court Special Resources	2/26/2024	1,250.00
Ecker Center for Mental Health	Psychological/Psychiatric Srvs	Court Services	Drug Court Special Resources	2/13/2024	2,690.00
Ecker Center for Mental Health	Psychological/Psychiatric Srvs	Court Services	Drug Court Special Resources	2/13/2024	2,970.00
Fifth Third Bank	Lab Services	Court Services	Drug Court Special Resources	2/26/2024	-2,050.00
PharmChem, Inc.	Lab Services	Court Services	Drug Court Special Resources	2/26/2024	81.90
Redwood Toxicology Inc.	Lab Services	Court Services	Drug Court Special Resources	2/26/2024	9,786.15
Evergreen Shared Housing	Halfway House	Court Services	Drug Court Special Resources	2/13/2024	690.00
Serenity House Counseling Services, Inc.	Halfway House	Court Services	Drug Court Special Resources	2/13/2024	340.00
Serenity House Counseling Services, Inc.	Halfway House	Court Services	Drug Court Special Resources	2/26/2024	340.00
Serenity House Counseling Services, Inc.	Halfway House	Court Services	Drug Court Special Resources	2/26/2024	340.00
Evergreen Shared Housing	Halfway House	Court Services	Drug Court Special Resources	2/26/2024	440.00
Evergreen Shared Housing	Halfway House	Court Services	Drug Court Special Resources	2/26/2024	62.86
iTouch Biometrics, LLC	Repairs and Maint- Office Equip	Court Services	Drug Court Special Resources	2/26/2024	123.75
Fifth Third Bank	Operating Supplies	Court Services	Drug Court Special Resources	2/26/2024	25.49
Fifth Third Bank	Sanction Incentives	Court Services	Drug Court Special Resources	2/26/2024	383.47
		Court Services	Probation Victim Services	2/13/2024	7.60
		Court Services	Probation Victim Services	2/13/2024	4.80
		Court Services	Probation Victim Services	2/13/2024	21.00
		Court Services	Probation Victim Services	2/13/2024	14.38
		Court Services	Probation Victim Services	2/13/2024	7.60
		Court Services	Probation Victim Services	2/13/2024	6.00

		Court Services	Probation Victim Services	2/13/2024	8.00
		Court Services	Probation Victim Services	2/13/2024	16.42
		Court Services	Probation Victim Services	2/13/2024	16.00
		Court Services	Probation Victim Services	2/13/2024	21.00
Fifth Third Bank	Direct Cremation	Coroner	Coroner Administration	2/26/2024	115.30
Illinois Emergency Management Agency (IEMA)	Miscellaneous Contractual Exp	Coroner	Coroner Administration	2/13/2024	75.00
Marberry Cleaners & Launderers	Miscellaneous Contractual Exp	Coroner	Coroner Administration	2/13/2024	25.44
Marberry Cleaners & Launderers	Miscellaneous Contractual Exp	Coroner	Coroner Administration	2/13/2024	73.14
Stericycle, Inc.	Miscellaneous Contractual Exp	Coroner	Coroner Administration	2/26/2024	474.87
Fifth Third Bank	Office Supplies	Coroner	Coroner Administration	2/26/2024	66.00
Warehouse Direct, Inc.	Office Supplies	Coroner	Coroner Administration	2/26/2024	17.38
Warehouse Direct, Inc.	Office Supplies	Coroner	Coroner Administration	2/26/2024	45.06
Warehouse Direct, Inc.	Office Supplies	Coroner	Coroner Administration	2/26/2024	386.75
Warehouse Direct, Inc.	Office Supplies	Coroner	Coroner Administration	2/26/2024	70.64
Copy King Office Solutions Inc	Operating Supplies	Coroner	Coroner Administration	2/13/2024	212.62
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Coroner	Coroner Administration	2/26/2024	41.56
Fifth Third Bank	Operating Supplies	Coroner	Coroner Administration	2/26/2024	810.79
Fifth Third Bank	Operating Supplies	Coroner	Coroner Administration	2/26/2024	12,726.29
JNJ Assets, LLC dba Garage Store	Operating Supplies	Coroner	Coroner Administration	2/26/2024	4,400.00
Marberry Cleaners & Launderers	Operating Supplies	Coroner	Coroner Administration	2/26/2024	63.60
TIAA Commercial Finance Inc	Operating Supplies	Coroner	Coroner Administration	2/26/2024	217.00
Twin Pines Service Corporation, Inc.	Operating Supplies	Coroner	Coroner Administration	2/26/2024	600.00
Fifth Third Bank	Uniform Supplies	Coroner	Coroner Administration	2/26/2024	285.35
Bob Jass Chevrolet, Inc.	Automotive Equipment	Coroner	Coroner Administration	2/21/2024	65,583.03
Waste Management of Illinois - West	Contractual/Consulting Services	Animal Control	Animal Control	2/26/2024	113.54
Fifth Third Bank	Veterinarian Services	Animal Control	Animal Control	2/26/2024	1,372.39
Fifth Third Bank	Repairs and Maint- Buildings	Animal Control	Animal Control	2/26/2024	65.99
Fifth Third Bank	Repairs and Maint- Vehicles	Animal Control	Animal Control	2/26/2024	339.34
Fifth Third Bank	Employee Training	Animal Control	Animal Control	2/26/2024	752.25
Fifth Third Bank	General Association Dues	Animal Control	Animal Control	2/26/2024	100.00
Fifth Third Bank	Office Supplies	Animal Control	Animal Control	2/26/2024	203.47
City of Geneva	Utilities- Water	Animal Control	Animal Control	2/13/2024	427.94
Fifth Third Bank	Animal Care Supplies	Animal Control	Animal Control	2/26/2024	417.82
Midwest Veterinary Supply Inc	Animal Care Supplies	Animal Control	Animal Control	2/26/2024	125.29
Midwest Veterinary Supply Inc	Animal Care Supplies	Animal Control	Animal Control	2/26/2024	-9.52
Fifth Third Bank	Medical Supplies and Drugs	Animal Control	Animal Control	2/26/2024	276.22
City of Geneva	Utilities- Electric	Animal Control	Animal Control	2/13/2024	590.98
Iteris, Inc.	Engineering Services	Transportation	County Highway	2/26/2024	30,703.96
GIS Solutions Inc	Contractual/Consulting Services	Transportation	County Highway	2/26/2024	19,857.50
J Patrick Jaeger	Legal Services	Transportation	County Highway	2/13/2024	4,000.00
Chicago Metropolitan Agency for Planning (CMAP)	Northeast IL Plan and Metro Srvs	Transportation	County Highway	2/13/2024	56,457.44
JULIE Inc	Software Licensing Cost	Transportation	County Highway	2/13/2024	6,173.22
Samsara Inc.	Software Licensing Cost	Transportation	County Highway	2/13/2024	263.01
Samsara Inc.	Software Licensing Cost	Transportation	County Highway	2/26/2024	79.00
Diglet LLC	Software Licensing Cost	Transportation	County Highway	2/26/2024	250.00
Fifth Third Bank	Software Licensing Cost	Transportation	County Highway	2/26/2024	98.00
Fifth Third Bank	Software Licensing Cost	Transportation	County Highway	2/26/2024	425.00
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Transportation	County Highway	2/13/2024	32.48
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Transportation	County Highway	2/13/2024	461.50
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Transportation	County Highway	2/26/2024	32.48
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Transportation	County Highway	2/26/2024	447.20
Culligan Tri City Soft Water	Disposal and Water Softener Srvs	Transportation	County Highway	2/26/2024	498.00
DS Services of America, Inc. dba Primo Water NA	Disposal and Water Softener Srvs	Transportation	County Highway	2/26/2024	230.75
DS Services of America, Inc. dba Primo Water NA	Disposal and Water Softener Srvs	Transportation	County Highway	2/26/2024	217.88
DS Services of America, Inc. dba Primo Water NA	Disposal and Water Softener Srvs	Transportation	County Highway	2/26/2024	200.43
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Transportation	County Highway	2/13/2024	1,406.25
PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Transportation	County Highway	2/26/2024	1,406.25



PCI Services, Inc dba Peterson Cleaning, Inc	Janitorial Services	Transportation	County Highway	2/26/2024	1,406.25
Tri-County Garage Door, Inc.	Repairs and Maint- Buildings	Transportation	County Highway	2/13/2024	1,500.00
Urban Elevator Service LLC	Repairs and Maint- Buildings	Transportation	County Highway	2/26/2024	317.49
Culligan Tri City Soft Water	Repairs and Maint- Buildings	Transportation	County Highway	2/26/2024	273.40
H-O-H Water Technology, Inc.	Repairs and Maint- Buildings	Transportation	County Highway	2/26/2024	635.03
Stenstrom Petroleum Services Group	Repairs and Maint- Grounds	Transportation	County Highway	2/13/2024	812.00
Impact Networking, LLC	Repairs and Maint- Copiers	Transportation	County Highway	2/13/2024	35.20
Impact Networking, LLC	Repairs and Maint- Copiers	Transportation	County Highway	2/13/2024	53.90
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Transportation	County Highway	2/13/2024	5.37
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Transportation	County Highway	2/13/2024	236.96
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Transportation	County Highway	2/13/2024	3.35
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Transportation	County Highway	2/26/2024	4.04
Allen's Corner Garage & Towing Services, Inc.	Repairs and Maint- Vehicles	Transportation	County Highway	2/13/2024	1,800.00
Allen's Corner Garage & Towing Services, Inc.	Repairs and Maint- Vehicles	Transportation	County Highway	2/13/2024	720.00
Dazzo's Auto Repair, Inc.	Repairs and Maint- Vehicles	Transportation	County Highway	2/13/2024	750.00
Fifth Third Bank	Repairs and Maint- Vehicles	Transportation	County Highway	2/26/2024	6,330.00
State of IL Secretary of State	Repairs and Maint- Vehicles	Transportation	County Highway	2/26/2024	173.00
State of IL Secretary of State	Repairs and Maint- Vehicles	Transportation	County Highway	2/26/2024	173.00
Thomas B. Rickert	Conferences and Meetings	Transportation	County Highway	2/13/2024	350.73
Heidi Lichtenberger	Conferences and Meetings	Transportation	County Highway	2/13/2024	65.25
Amba Krupa Corporation dba Taylor Street Pizza	Conferences and Meetings	Transportation	County Highway	2/13/2024	154.19
Fifth Third Bank	Conferences and Meetings	Transportation	County Highway	2/26/2024	2,409.72
Heidi Lichtenberger	Conferences and Meetings	Transportation	County Highway	2/26/2024	63.00
Thomas B. Rickert	Employee Mileage Expense	Transportation	County Highway	2/13/2024	36.18
Thomas B. Rickert	Employee Mileage Expense	Transportation	County Highway	2/13/2024	92.50
Illinois Association of County Engineers (IACE)	General Association Dues	Transportation	County Highway	2/13/2024	200.00
Women's Transportation Seminar of Chicago	General Association Dues	Transportation	County Highway	2/13/2024	2,500.00
Illinois Government Finance Officers Association	General Association Dues	Transportation	County Highway	2/26/2024	100.00
Menards, Inc.	Office Supplies	Transportation	County Highway	2/13/2024	98.16
Menards, Inc.	Office Supplies	Transportation	County Highway	2/13/2024	94.87
Warehouse Direct, Inc.	Office Supplies	Transportation	County Highway	2/13/2024	27.10
Fifth Third Bank	Office Supplies	Transportation	County Highway	2/26/2024	118.13
Fifth Third Bank	Office Supplies	Transportation	County Highway	2/26/2024	16.99
Cintas Corporation	Operating Supplies	Transportation	County Highway	2/13/2024	449.67
Cintas Corporation	Operating Supplies	Transportation	County Highway	2/13/2024	430.98
Menards, Inc.	Operating Supplies	Transportation	County Highway	2/13/2024	187.12
Fifth Third Bank	Operating Supplies	Transportation	County Highway	2/26/2024	29.54
FedEx	Postage	Transportation	County Highway	2/13/2024	36.99
Fifth Third Bank	Computer Hardware- Non Capital	Transportation	County Highway	2/26/2024	268.74
Elgin Key & Lock Company, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	2/13/2024	134.20
Culligan Tri City Soft Water	Buildings and Grounds Supplies	Transportation	County Highway	2/13/2024	90.00
Grainger Inc	Buildings and Grounds Supplies	Transportation	County Highway	2/13/2024	152.40
Grainger Inc	Buildings and Grounds Supplies	Transportation	County Highway	2/13/2024	1,548.48
Grainger Inc	Buildings and Grounds Supplies	Transportation	County Highway	2/13/2024	68.21
Grainger Inc	Buildings and Grounds Supplies	Transportation	County Highway	2/13/2024	348.64
McMaster-Carr Supply Co	Buildings and Grounds Supplies	Transportation	County Highway	2/13/2024	51.34
Menards, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	2/13/2024	125.32
Producers Chemical Company	Buildings and Grounds Supplies	Transportation	County Highway	2/13/2024	79.50
Grainger Inc	Buildings and Grounds Supplies	Transportation	County Highway	2/26/2024	384.12
Grainger Inc	Buildings and Grounds Supplies	Transportation	County Highway	2/26/2024	384.12
ILLCO, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	2/26/2024	209.02
Culligan Tri City Soft Water	Buildings and Grounds Supplies	Transportation	County Highway	2/26/2024	90.00
Fifth Third Bank	Buildings and Grounds Supplies	Transportation	County Highway	2/26/2024	681.82
Fifth Third Bank	Buildings and Grounds Supplies	Transportation	County Highway	2/26/2024	452.50
K-Tech Specialty Coatings LLC	Liquid Salt	Transportation	County Highway	2/13/2024	8,700.23
Gasaway Distributors Inc	Liquid Salt	Transportation	County Highway	2/26/2024	2,679.00
Priority Products, Inc.	Sign Material	Transportation	County Highway	2/13/2024	361.85

Priority Products, Inc.	Sign Material	Transportation	County Highway	2/13/2024	237.52
RoadSafe Traffic Systems	Sign Material	Transportation	County Highway	2/13/2024	400.00
Nicor Gas	Utilities- Natural Gas	Transportation	County Highway	2/13/2024	2,485.47
Nicor Gas	Utilities- Natural Gas	Transportation	County Highway	2/13/2024	1,149.17
Constellation NewEnergy Inc.	Utilities- Electric	Transportation	County Highway	2/13/2024	280.33
Constellation NewEnergy Inc.	Utilities- Electric	Transportation	County Highway	2/26/2024	3,294.48
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	2/13/2024	103.79
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	2/13/2024	116.03
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	2/13/2024	84.42
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	2/13/2024	51.30
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	2/13/2024	118.69
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/13/2024	9.36
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/13/2024	297.49
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/13/2024	261.07
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/13/2024	344.71
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/13/2024	328.12
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/13/2024	198.95
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/13/2024	32.41
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/13/2024	27.87
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/13/2024	35.64
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/13/2024	38.80
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/13/2024	8.58
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/13/2024	6.47
Constellation NewEnergy Inc.	Utilities- Intersect Lighting	Transportation	County Highway	2/13/2024	151.32
Constellation NewEnergy Inc.	Utilities- Intersect Lighting	Transportation	County Highway	2/26/2024	375.86
Constellation NewEnergy Inc.	Utilities- Intersect Lighting	Transportation	County Highway	2/26/2024	341.15
Constellation NewEnergy Inc.	Utilities- Intersect Lighting	Transportation	County Highway	2/26/2024	130.32
State of IL Treasurer-IDOT	Utilities- Intersect Lighting	Transportation	County Highway	2/26/2024	385.92
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/26/2024	25.00
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/26/2024	53.61
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/26/2024	278.84
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/26/2024	55.05
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/26/2024	205.97
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/26/2024	3,685.91
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/26/2024	13.35
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/26/2024	149.15
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/26/2024	2,796.56
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/26/2024	91.63
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/26/2024	6.28
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/26/2024	26.64
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/26/2024	2,824.13
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/26/2024	272.38
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/26/2024	9.48
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/26/2024	161.75
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/26/2024	28.56
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2/26/2024	249.11
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	2/26/2024	109.59
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	2/26/2024	50.68
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	2/26/2024	111.09
Petroleum Traders Corporation	Fuel- Vehicles	Transportation	County Highway	2/13/2024	22,323.67
Petroleum Traders Corporation	Fuel- Vehicles	Transportation	County Highway	2/13/2024	22,182.94
STE Transcore Holdings, Inc dba Transcore ITS, LLC	Computer Software- Capital	Transportation	County Highway	2/13/2024	29,500.00
Byrne Software Technologies Inc	Computer Software- Capital	Transportation	County Highway	2/26/2024	1,470.00
Byrne Software Technologies Inc	Computer Software- Capital	Transportation	County Highway	2/26/2024	1,540.00
Bonnell Industries Inc	Machinery and Equipment	Transportation	County Highway	2/13/2024	50,821.50
HR GREEN Inc (formerly SEC GROUP Inc)	Bridge Inspection	Transportation	County Bridge	2/13/2024	811.77
Suburban Teamsters of Northern Illinois	Teamsters Contribution	Transportation	Motor Fuel Tax	2/13/2024	51,968.00



HR GREEN Inc (formerly SEC GROUP Inc)	Engineering Services	Transportation	Motor Fuel Tax	2/13/2024	4,234.91
BLA Inc	Engineering Services	Transportation	Motor Fuel Tax	2/13/2024	12,400.00
BLA Inc	Engineering Services	Transportation	Motor Fuel Tax	2/13/2024	17,100.09
Christopher B. Burke Engineering, Ltd.	Engineering Services	Transportation	Motor Fuel Tax	2/13/2024	5,210.41
Hampton Lenzini & Renwick, Inc. (HLR)	Engineering Services	Transportation	Motor Fuel Tax	2/13/2024	24,235.40
Hampton Lenzini & Renwick, Inc. (HLR)	Engineering Services	Transportation	Motor Fuel Tax	2/26/2024	30,400.86
Compass Minerals America, Inc.	Rock Salt	Transportation	County Highway Matching	2/13/2024	14,332.09
Compass Minerals America, Inc.	Rock Salt	Transportation	County Highway Matching	2/13/2024	27,486.50
Compass Minerals America, Inc.	Rock Salt	Transportation	County Highway Matching	2/13/2024	16,721.54
Compass Minerals America, Inc.	Rock Salt	Transportation	County Highway Matching	2/13/2024	6,139.03
Compass Minerals America, Inc.	Rock Salt	Transportation	County Highway Matching	2/13/2024	27,098.55
Compass Minerals America, Inc.	Rock Salt	Transportation	County Highway Matching	2/13/2024	14,882.23
Compass Minerals America, Inc.	Rock Salt	Transportation	County Highway Matching	2/26/2024	21,999.89
Compass Minerals America, Inc.	Rock Salt	Transportation	County Highway Matching	2/26/2024	2,245.70
Compass Minerals America, Inc.	Rock Salt	Transportation	County Highway Matching	2/26/2024	6,511.32
Compass Minerals America, Inc.	Rock Salt	Transportation	County Highway Matching	2/26/2024	21,294.02
BLA Inc	Engineering Services	Transportation	Motor Fuel Local Option	2/13/2024	3,611.30
BLA Inc	Engineering Services	Transportation	Motor Fuel Local Option	2/13/2024	5,744.44
Blackberry Township	Repairs and Maint- Resurfacing	Transportation	Motor Fuel Local Option	2/26/2024	301,476.00
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	2/13/2024	263.10
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	2/13/2024	267.06
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	2/13/2024	264.54
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	2/13/2024	263.10
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	2/26/2024	263.10
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	2/26/2024	260.03
Bonnell Industries Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	489.33
FleetPride Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	399.54
FORCE America Distributing, LLC	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	71.49
Lakeside International, LLC	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	108.91
Lakeside International, LLC	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	413.76
Lakeside International, LLC	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	508.85
PetroChoice Holdings Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	904.45
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	255.00
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	101.98
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	193.54
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	310.64
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	460.00
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	190.00
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	446.85
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	625.76
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	767.52
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	93.18
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	168.39
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	135.15
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	383.76
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	135.34
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	180.47
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	168.85
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	35.04
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	31.28
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	840.36
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	783.63
Patson, Inc. dba TransChicago Truck Group	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	78.00
Patson, Inc. dba TransChicago Truck Group	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	128.58
Wholesale Direct Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	200.90
Wholesale Direct Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	292.34
Patson, Inc. dba TransChicago Truck Group	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	962.14

Patson, Inc. dba TransChicago Truck Group	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	962.14
Patson, Inc. dba TransChicago Truck Group	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	227.38
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	194.50
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	15.18
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	583.46
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	91.99
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	281.50
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	480.00
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	118.43
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	139.74
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	357.44
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	419.52
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	288.81
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	47.43
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	480.39
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	184.08
Fifth Third Bank	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	761.13
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	58.76
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	118.20
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	181.53
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	105.58
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	482.89
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	410.00
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	704.54
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	561.23
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	695.99
S&S Automotive, Inc dba Superior Sound	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	101.85
Via Carlita, LLC dba Hawk Ford of St. Charles	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	54.70
Via Carlita, LLC dba Hawk Ford of St. Charles	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	63.36
Lakeside International, LLC	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	452.76
FORCE America Distributing, LLC	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	126.05
Interstate Power Systems Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	5,643.15
D&A Powertrain Components Inc dba Aurora Truck Ctr	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	169.64
Rush Truck Centers of Illinois, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	535.00
Rush Truck Centers of Illinois, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	725.00
Standard Industrial and Automotive Equipment, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	172.00
Elburn NAPA Inc (North Aurora)	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	5.42
Elburn NAPA Inc (North Aurora)	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	100.18
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	107.22
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	370.44
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	139.95
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	210.75
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	590.54
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	419.98
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	2/13/2024	384.48
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	111.79
Fifth Third Bank	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	1,572.41
Fifth Third Bank	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	474.17
NAPCO Steel, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	310.00
Northern Safety and Industrial	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	2/26/2024	542.86
Elburn NAPA Inc (North Aurora)	Tools	Transportation	Motor Fuel Local Option	2/13/2024	45.66
Menards, Inc.	Tools	Transportation	Motor Fuel Local Option	2/13/2024	34.98
Priority Products, Inc.	Tools	Transportation	Motor Fuel Local Option	2/26/2024	4.81
Menards, Inc.	Road Material	Transportation	Motor Fuel Local Option	2/13/2024	326.62
Menards, Inc.	Road Material	Transportation	Motor Fuel Local Option	2/13/2024	139.82
Northern Contracting, Inc.	Road Construction	Transportation	Motor Fuel Local Option	2/13/2024	56,422.12
Burns & McDonnell Engineering Co	Engineering Services	Transportation	Transportation Sales Tax	2/13/2024	65,601.39

Crawford Murphy & Tilly Inc (CMT)	Engineering Services	Transportation	Transportation Sales Tax	2/13/2024	5,568.26
Peralte-Clark, LLC	Engineering Services	Transportation	Transportation Sales Tax	2/13/2024	8,992.20
Peralte-Clark, LLC	Engineering Services	Transportation	Transportation Sales Tax	2/26/2024	7,548.40
Crawford Murphy & Tilly Inc (CMT)	Engineering Services	Transportation	Transportation Sales Tax	2/26/2024	14,224.06
Kimley-Horn & Associates, Inc.	Engineering Services	Transportation	Transportation Sales Tax	2/26/2024	4,990.64
Kimley-Horn & Associates, Inc.	Engineering Services	Transportation	Transportation Sales Tax	2/26/2024	8,203.82
Alfred Benesch & Co	Engineering Services	Transportation	Transportation Sales Tax	2/26/2024	12,756.93
Baxter & Woodman Inc	Engineering Services	Transportation	Transportation Sales Tax	2/26/2024	7,091.64
PACE Suburban Bus	External Grants	Transportation	Transportation Sales Tax	2/13/2024	655.67
PACE Suburban Bus	External Grants	Transportation	Transportation Sales Tax	2/13/2024	15,469.50
PACE Suburban Bus	External Grants	Transportation	Transportation Sales Tax	2/13/2024	13,694.38
PACE Suburban Bus	External Grants	Transportation	Transportation Sales Tax	2/13/2024	10,470.82
PACE Suburban Bus	External Grants	Transportation	Transportation Sales Tax	2/13/2024	13,409.74
PACE Suburban Bus	External Grants	Transportation	Transportation Sales Tax	2/13/2024	57.61
PACE Suburban Bus	External Grants	Transportation	Transportation Sales Tax	2/13/2024	498.43
PACE Suburban Bus	External Grants	Transportation	Transportation Sales Tax	2/13/2024	15,048.35
Plote Construction Inc. of Hoffman Estates, IL	Road Construction	Transportation	Transportation Sales Tax	2/26/2024	76,334.97
Plote Construction Inc. of Hoffman Estates, IL	Road Construction	Transportation	Transportation Sales Tax	2/26/2024	31,393.84
State of IL Treasurer-IDOT	Road Construction	Transportation	Transportation Sales Tax	2/26/2024	20,286.28
Schelli Reporting Service, LTD	Highway Right of Way	Transportation	Transportation Sales Tax	2/13/2024	364.60
Boy's & Girls Club of South Elgin	Food Permits	Health	County Health	2/13/2024	437.00
Debra McDougale	Food Permits	Health	County Health	2/26/2024	165.00
Beef Shack	Food Permits	Health	County Health	2/26/2024	752.00
Jennifer Austin-Smith	Contractual/Consulting Services	Health	County Health	2/13/2024	50.00
Peloton Workforce, Inc.	Contractual/Consulting Services	Health	County Health	2/13/2024	162.40
TAG Communications Inc	Contractual/Consulting Services	Health	County Health	2/13/2024	9,668.67
Propio LS, LLC	Contractual/Consulting Services	Health	County Health	2/26/2024	75.00
Propio LS, LLC	Contractual/Consulting Services	Health	County Health	2/26/2024	955.00
Conduent Healthy Communities Corporation	Software Licensing Cost	Health	County Health	2/13/2024	20,500.00
Stericycle, Inc.	Disposal and Water Softener Svcs	Health	County Health	2/26/2024	106.93
Amazon Capital Services Inc	Repairs and Maint- Vehicles	Health	County Health	2/13/2024	227.92
Bridgestone Americas, Inc. - Firestone - GCR Tires	Repairs and Maint- Vehicles	Health	County Health	2/13/2024	116.99
Gordon Flesch Company Inc	Repairs and Maint- Office Equip	Health	County Health	2/13/2024	230.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	2/13/2024	31.70
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	2/26/2024	4.37
Toshiba America Business Solutions, Inc	Repairs and Maint- Office Equip	Health	County Health	2/26/2024	11.62
Fifth Third Bank	Employee Mileage Expense	Health	County Health	2/26/2024	40.00
NALBOH	General Association Dues	Health	County Health	2/13/2024	450.00
Northern Illinois Public Health Consortium	General Association Dues	Health	County Health	2/13/2024	7,500.00
Amazon Capital Services Inc	Office Supplies	Health	County Health	2/13/2024	16.99
Amazon Capital Services Inc	Operating Supplies	Health	County Health	2/13/2024	43.98
Feece Oil Company	Fuel- Vehicles	Health	County Health	2/13/2024	25.45
Feece Oil Company	Fuel- Vehicles	Health	County Health	2/26/2024	41.05
Feece Oil Company	Fuel- Vehicles	Health	County Health	2/26/2024	24.35
WEX BANK	Fuel- Vehicles	Health	County Health	2/26/2024	183.57
WEX BANK	Fuel- Vehicles	Health	County Health	2/26/2024	88.25
Fifth Third Bank	Contractual/Consulting Services	Health	County Health	2/26/2024	4,896.80
Maria E. Almanza	Employee Mileage Expense	Health	County Health	2/26/2024	176.51
Adam Brill	Employee Mileage Expense	Health	County Health	2/26/2024	126.63
Neal Molnar	Employee Mileage Expense	Health	County Health	2/26/2024	89.78
Mathers Clinic LLC	Contractual/Consulting Services	Health	County Health	2/13/2024	4,000.00
American Lung Association	Contractual/Consulting Services	Health	County Health	2/26/2024	800.00
Maria Leon	Employee Mileage Expense	Health	County Health	2/13/2024	184.89
Health Promotions Now	Operating Supplies	Health	County Health	2/13/2024	415.62
Fifth Third Bank	Employee Mileage Expense	Health	County Health	2/26/2024	4,562.83
CPR Savers & First Aid Supply	Operating Supplies	Health	County Health	2/26/2024	2,900.00
AT&T	Telephone	Health	County Health	2/13/2024	264.60

AT&T	Telephone	Health	County Health	2/13/2024	264.21
AT&T	Telephone	Health	County Health	2/13/2024	264.21
Fifth Third Bank	Employee Training	Health	County Health	2/26/2024	967.76
Warehouse Direct, Inc.	Operating Supplies	Health	County Health	2/13/2024	21.58
Insight Public Sector Inc	Operating Supplies	Health	County Health	2/13/2024	765.00
Warehouse Direct, Inc.	Operating Supplies	Health	County Health	2/13/2024	146.60
Warehouse Direct, Inc.	Operating Supplies	Health	County Health	2/13/2024	23.80
HALO Branded Solutions, Inc. dba HALO	Operating Supplies	Health	County Health	2/13/2024	2,589.32
Noodle Soup	Operating Supplies	Health	County Health	2/26/2024	50.00
Burnidge Properties Ltd	Building Space Rental	Health	County Health	2/13/2024	1,709.65
Colleen R Nyland	Employee Mileage Expense	Health	County Health	2/26/2024	43.55
William Thwaits	Employee Mileage Expense	Health	County Health	2/26/2024	152.09
Rydin Decal	Operating Supplies	Health	County Health	2/13/2024	466.00
Warehouse Direct, Inc.	Operating Supplies	Health	County Health	2/13/2024	14.53
Peloton Workforce, Inc.	Contractual/Consulting Services	Health	County Health	2/13/2024	871.50
Peloton Workforce, Inc.	Contractual/Consulting Services	Health	County Health	2/13/2024	1,254.96
Peloton Workforce, Inc.	Contractual/Consulting Services	Health	County Health	2/13/2024	941.22
Peloton Workforce, Inc.	Contractual/Consulting Services	Health	County Health	2/13/2024	1,348.75
Peloton Workforce, Inc.	Contractual/Consulting Services	Health	County Health	2/26/2024	1,401.87
Peloton Workforce, Inc.	Contractual/Consulting Services	Health	County Health	2/26/2024	1,254.96
Peloton Workforce, Inc.	Contractual/Consulting Services	Health	County Health	2/26/2024	1,452.50
Peloton Workforce, Inc.	Contractual/Consulting Services	Health	County Health	2/26/2024	1,568.70
Carahsoft Technology Corporation	Software Licensing Cost	Health	County Health	2/13/2024	78.32
Public Health Foundation	Operating Supplies	Health	County Health	2/13/2024	275.00
Constellation NewEnergy Inc.	Utilities- Electric	Health	County Health	2/13/2024	133.08
Mitchell & McCormick, Inc	Contractual/Consulting Services	Health	County Health	2/26/2024	350.00
Dreyer Medical Clinic	Contractual/Consulting Services	Health	County Health	2/13/2024	2,000.00
World Wide Dictation Services of New York	Contractual/Consulting Services	Health	County Health	2/26/2024	16.24
Cardinal Health, Inc. dba Cardinal Health 110, LLC	Medical Supplies and Drugs	Health	County Health	2/13/2024	29.40
Cardinal Health, Inc. dba Cardinal Health 110, LLC	Medical Supplies and Drugs	Health	County Health	2/13/2024	446.16
Cardinal Health, Inc. dba Cardinal Health 110, LLC	Medical Supplies and Drugs	Health	County Health	2/26/2024	102.20
Nisela A. Bermudez Wilhelm	Contractual/Consulting Services	Health	County Health	2/13/2024	510.00
Maureen Logsdon	Contractual/Consulting Services	Health	County Health	2/13/2024	3,000.00
Silvia Yolanda Martinez	Contractual/Consulting Services	Health	County Health	2/13/2024	870.00
My Recess, Inc.	Contractual/Consulting Services	Health	County Health	2/26/2024	600.00
Ana Ruth Umana Calderon	Contractual/Consulting Services	Health	County Health	2/26/2024	460.00
Ecker Center for Mental Health	Contractual/Consulting Services	Health	County Health	2/26/2024	10,000.00
Fifth Third Bank	Contractual/Consulting Services	Health	County Health	2/26/2024	2,000.00
Advocacy & Education Consulting, LLC	Contractual/Consulting Services	Health	County Health	2/26/2024	250.00
Katherine McCormack	Employee Mileage Expense	Health	County Health	2/26/2024	76.43
Fifth Third Bank	Operating Supplies	Health	County Health	2/26/2024	1,309.00
TAG Communications Inc	Contractual/Consulting Services	Health	County Health	2/13/2024	19,000.00
Shannon Ellen Keating	Employee Mileage Expense	Health	County Health	2/13/2024	73.36
Susan R Mrazek	Employee Mileage Expense	Health	County Health	2/13/2024	39.39
Mozart Holdings, LP dba Medline Industries, LP	Operating Supplies	Health	County Health	2/13/2024	480.24
Regents of University of Colorado	Employee Training	Health	Kane Kares	2/13/2024	72.00
Fifth Third Bank	Employee Training	Health	Kane Kares	2/26/2024	1,196.00
Tamara Livingston dba T.S. Livingston Inc.	Contractual/Consulting Services	Health	Kane Kares	2/26/2024	900.00
Amazon Capital Services Inc	Operating Supplies	Health	Kane Kares	2/13/2024	241.72
Burnidge Properties Ltd	Building Space Rental	Health	Kane Kares	2/13/2024	2,828.82
Talented Tenth Social Services	External Grants	Other- Countywide Expenses	American Rescue Plan	2/13/2024	2,954.03
African American Men of Unity	External Grants	Other- Countywide Expenses	American Rescue Plan	2/13/2024	4,244.05
Aunt Martha's Health and Wellness, Inc.	External Grants	Other- Countywide Expenses	American Rescue Plan	2/13/2024	49,134.00
Fox Valley Special Recreation Foundation	External Grants	Other- Countywide Expenses	American Rescue Plan	2/26/2024	34,807.00
Friends of Child Advocacy	External Grants	Other- Countywide Expenses	American Rescue Plan	2/26/2024	21,150.00
Public Action to Deliver Shelter Inc - Hesed House	External Grants	Other- Countywide Expenses	American Rescue Plan	2/26/2024	48,871.33
Northern Illinois Food Bank	External Grants	Other- Countywide Expenses	American Rescue Plan	2/13/2024	22,156.53

Northern Illinois Food Bank	External Grants	Other- Countywide Expenses	American Rescue Plan	2/26/2024	51,313.46
University of Illinois (U of I)	Special Studies	Other- Countywide Expenses	American Rescue Plan	2/26/2024	581.66
University of Illinois (U of I)	Special Studies	Other- Countywide Expenses	American Rescue Plan	2/26/2024	1,219.65
University of Illinois (U of I)	Special Studies	Other- Countywide Expenses	American Rescue Plan	2/26/2024	7,965.02
University of Illinois (U of I)	Special Studies	Other- Countywide Expenses	American Rescue Plan	2/26/2024	8,361.17
US Department of Interior (USGS)	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	2/13/2024	17,315.00
Ernst & Young U.S. LLP	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	2/26/2024	43,294.70
University of Illinois (U of I)	Special Studies	Other- Countywide Expenses	ARP Recoupment of Lost Revenue	2/13/2024	1,302.15
University of Illinois (U of I)	Special Studies	Other- Countywide Expenses	ARP Recoupment of Lost Revenue	2/13/2024	2,872.36
University of Illinois (U of I)	Special Studies	Other- Countywide Expenses	ARP Recoupment of Lost Revenue	2/13/2024	6,673.87
University of Illinois (U of I)	Special Studies	Other- Countywide Expenses	ARP Recoupment of Lost Revenue	2/13/2024	3,782.95
University of Illinois (U of I)	Special Studies	Other- Countywide Expenses	ARP Recoupment of Lost Revenue	2/13/2024	2,643.45
University of Illinois (U of I)	Special Studies	Other- Countywide Expenses	ARP Recoupment of Lost Revenue	2/13/2024	5,021.57
University of Illinois (U of I)	Special Studies	Other- Countywide Expenses	ARP Recoupment of Lost Revenue	2/13/2024	4,547.59
University of Illinois (U of I)	Special Studies	Other- Countywide Expenses	ARP Recoupment of Lost Revenue	2/13/2024	6,284.54
Fifth Third Bank	Employee Training	Veterans' Commission	Veterans' Commission	2/26/2024	1,192.12
Cassie Design	Contractual/Consulting Services	Information Technologies	Web Technical Services	2/13/2024	675.00
Fifth Third Bank	Contractual/Consulting Services	Information Technologies	Web Technical Services	2/26/2024	203.18
Fox Valley United Way	Contractual/Consulting Services	Information Technologies	Web Technical Services	2/26/2024	60,000.00
Hampton Lenzini & Renwick, Inc. (HLR)	Contractual/Consulting Services	Information Technologies	Web Technical Services	2/26/2024	3,192.80
Hampton Lenzini & Renwick, Inc. (HLR)	Contractual/Consulting Services	Information Technologies	Web Technical Services	2/26/2024	3,694.07
Fifth Third Bank	Software Licensing Cost	Information Technologies	Web Technical Services	2/26/2024	979.00
Gilmore Marketing Concepts, Inc. dba GMCI Creative	Contractual/Consulting Services	Development	Economic Development	2/2/2024	2,345.90
Gilmore Marketing Concepts, Inc. dba GMCI Creative	Contractual/Consulting Services	Development	Economic Development	2/2/2024	23,000.00
RW Ventures, LLC	Contractual/Consulting Services	Development	Economic Development	2/2/2024	50,000.00
Gilmore Marketing Concepts, Inc. dba GMCI Creative	Contractual/Consulting Services	Development	Economic Development	2/13/2024	2,250.00
Gilmore Marketing Concepts, Inc. dba GMCI Creative	Contractual/Consulting Services	Development	Economic Development	2/13/2024	2,000.00
Gilmore Marketing Concepts, Inc. dba GMCI Creative	Contractual/Consulting Services	Development	Economic Development	2/13/2024	4,626.10
JEG 360, LLC	Contractual/Consulting Services	Development	Economic Development	2/13/2024	6,600.00
JEG 360, LLC	Contractual/Consulting Services	Development	Economic Development	2/26/2024	6,140.00
Riverside Reception & Conference Ctr	Conferences and Meetings	Development	Economic Development	2/13/2024	1,806.50
Community Contacts, Inc.	Miscellaneous Contractual Exp	Development	Community Dev Block Program	2/26/2024	4,156.64
Community Contacts, Inc.	Miscellaneous Contractual Exp	Development	Community Dev Block Program	2/26/2024	4,197.50
Fifth Third Bank	Office Supplies	Development	Community Dev Block Program	2/26/2024	1.99
Fifth Third Bank	Employee Training	Development	HOME Program	2/26/2024	145.00
Title Services Midwest, LLC	Miscellaneous Contractual Exp	Development	HOME Program	2/26/2024	522,880.46
WellSky Corporation	Contractual/Consulting Services	Development	Homeless Management Info Systems	2/13/2024	553.33
Kenneth O. Langfoss	Professional Services	Development	Cost Share Drainage	2/26/2024	2,300.00
Fifth Third Bank	Contractual/Consulting Services	Development	Cost Share Drainage	2/26/2024	297.00
Fifth Third Bank	Professional Services	Development	Emergency Rental Assistance #2	2/26/2024	137.50
Tisa M. Baum	Employee Mileage Expense	Development	Emergency Rental Assistance #2	2/13/2024	42.35
Asumoni Property Management LLC	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	2/26/2024	900.00
Asumoni Property Management LLC	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	2/26/2024	900.00
Paul N Schmolke dba Weststar Industries LLC	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	2/26/2024	900.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	2/26/2024	1,000.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	2/26/2024	950.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	2/26/2024	664.76
Todd R Von Ohlen	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	2/26/2024	1,100.00
Fifth Third Bank	Professional Services	Development	Home - ARP	2/26/2024	137.50
Tisa M. Baum	Employee Mileage Expense	Development	Home - ARP	2/13/2024	149.29
Richard Vanderforest	Employee Mileage Expense	Development	Home - ARP	2/13/2024	21.98
Paul N Schmolke dba Weststar Industries LLC	Miscellaneous Contractual Exp	Development	Home - ARP	2/13/2024	700.00
Paul N Schmolke dba Weststar Industries LLC	Miscellaneous Contractual Exp	Development	Home - ARP	2/26/2024	900.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Development	Home - ARP	2/26/2024	550.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Development	Home - ARP	2/26/2024	1,000.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Development	Home - ARP	2/26/2024	800.00
Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Development	Home - ARP	2/26/2024	825.00



Preferred Home Realty dba Preferred Management	Miscellaneous Contractual Exp	Development	Home - ARP	2/26/2024	900.00
Scott R. Woeppel dba Elgin Rental Properties, LLC	Miscellaneous Contractual Exp	Development	Home - ARP	2/26/2024	850.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	2/26/2024	834.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	2/26/2024	1,035.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	2/26/2024	818.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	2/26/2024	429.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	2/26/2024	50.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	2/26/2024	1,035.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	2/26/2024	1,035.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	2/26/2024	835.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	2/26/2024	500.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	2/26/2024	935.00
Spencer J. Anderson	Miscellaneous Contractual Exp	Development	Home - ARP	2/26/2024	1,680.00
Asumoni Property Management LLC	Miscellaneous Contractual Exp	Development	Home - ARP	2/26/2024	1,000.00
Sarra Hinshaw	Contractual/Consulting Services	Environmental Management	Elec Agg Civic Contribution	2/13/2024	112.02
Pale Blue Dot, LLC	Contractual/Consulting Services	Environmental Management	Elec Agg Civic Contribution	2/13/2024	11,708.00
Fifth Third Bank	Contractual/Consulting Services	Environmental Management	Elec Agg Civic Contribution	2/26/2024	185.14
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	County Board	Farmland Preservation	2/13/2024	315.00
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	County Board	Farmland Preservation	2/13/2024	315.00
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	County Board	Farmland Preservation	2/13/2024	299.25
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	County Board	Farmland Preservation	2/13/2024	283.50
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	County Board	Farmland Preservation	2/26/2024	315.00
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	County Board	Farmland Preservation	2/26/2024	315.00
Fifth Third Bank	Contractual/Consulting Services	County Board	Farmland Preservation	2/26/2024	75.62
Kinnally Flaherty Krentz Loran Hodge & Masur PC	Legal Services	County Board	Farmland Preservation	2/13/2024	335.00
County of Kendall	Prepaid Expense		Workforce Development	2/13/2024	800.00
Jeffrey W. Richardson	Prepaid Expense		Workforce Development	2/26/2024	3,144.51
Batavia Enterprises, Inc	Prepaid Expense		Workforce Development	2/26/2024	19,599.78
Fifth Third Bank	Office Supplies	- WIOA 23	Workforce Development	2/26/2024	565.86
Impact Networking, LLC	Office Supplies	- WIOA 23	Workforce Development	2/26/2024	192.50
Grundy-Kendall Regional Office of Education	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	2/26/2024	258.68
Grundy-Kendall Regional Office of Education	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	2/26/2024	33.25
Grundy-Kendall Regional Office of Education	Work Based Learning Activities	- WIOA 23	Workforce Development	2/26/2024	187.61
Grundy-Kendall Regional Office of Education	Work Based Learning Activities	- WIOA 23	Workforce Development	2/26/2024	91.86
Grundy-Kendall Regional Office of Education	Youth Supportive Services	- WIOA 23	Workforce Development	2/26/2024	30.00
Parents Alliance Employment Project	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	2/13/2024	3,608.95
Waubensee Community College	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	2/26/2024	13,465.75
Parents Alliance Employment Project	Work Based Learning Activities	- WIOA 23	Workforce Development	2/13/2024	11,683.66
Waubensee Community College	Work Based Learning Activities	- WIOA 23	Workforce Development	2/26/2024	10,918.63
Parents Alliance Employment Project	Youth Supportive Services	- WIOA 23	Workforce Development	2/13/2024	2,177.75
Waubensee Community College	Youth Supportive Services	- WIOA 23	Workforce Development	2/26/2024	769.68
Kishwaukee College	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	2/13/2024	9,486.62
Kishwaukee College	Work Based Learning Activities	- WIOA 23	Workforce Development	2/13/2024	10,784.59
Kishwaukee College	Youth Supportive Services	- WIOA 23	Workforce Development	2/13/2024	375.00
Grundy-Kendall Regional Office of Education	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	2/26/2024	6,902.48
Grundy-Kendall Regional Office of Education	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	2/26/2024	7,247.24
Grundy-Kendall Regional Office of Education	Work Based Learning Activities	- WIOA 23	Workforce Development	2/26/2024	2,265.01
Grundy-Kendall Regional Office of Education	Work Based Learning Activities	- WIOA 23	Workforce Development	2/26/2024	2,129.22
Grundy-Kendall Regional Office of Education	Youth ITA	- WIOA 23	Workforce Development	2/26/2024	839.40
Grundy-Kendall Regional Office of Education	Youth Supportive Services	- WIOA 23	Workforce Development	2/26/2024	416.59
Grundy-Kendall Regional Office of Education	Youth Supportive Services	- WIOA 23	Workforce Development	2/26/2024	169.65
Aplus System, LLC	Janitorial Services	- WIOA 23	Workforce Development	2/26/2024	93.24
Aplus System, LLC	Janitorial Services	- WIOA 23	Workforce Development	2/26/2024	93.24
APS Training Inst., Inc. dba APS Training Academy	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	2/13/2024	962.50
APS Training Inst., Inc. dba APS Training Academy	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	2/13/2024	875.00
APS Training Inst., Inc. dba APS Training Academy	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	2/26/2024	712.50

Employment & Employer Services, Inc.	Work Based Learning Activities	- WIOA 23	Workforce Development	2/13/2024	10,123.38
Fifth Third Bank	Office Supplies	- WIOA 23	Workforce Development	2/26/2024	22.25
Genesis Healthcare Institute LLC	DT ITA	- WIOA 23	Workforce Development	2/13/2024	2,500.00
Rasmussen College	DT ITA	- WIOA 23	Workforce Development	2/13/2024	3,750.00
Rasmussen College	DT ITA	- WIOA 23	Workforce Development	2/13/2024	2,200.00
Rock Gate Capital, LLC dba 160 Driving Academy	DT ITA	- WIOA 23	Workforce Development	2/13/2024	5,488.00
Rock Gate Capital, LLC dba 160 Driving Academy	DT ITA	- WIOA 23	Workforce Development	2/26/2024	5,488.00
Computer Training Source	DT ITA	- WIOA 23	Workforce Development	2/26/2024	6,865.00
Follett Higher Education Group, Inc.	DT ITA	- WIOA 23	Workforce Development	2/26/2024	333.50
Angelica Rodriguez	SS Transportation Assistance	- WIOA 23	Workforce Development	2/13/2024	229.94
Angelica Rodriguez	SS Transportation Assistance	- WIOA 23	Workforce Development	2/26/2024	229.94
Mechanics Local 701 Training Fund	DT ITA	- WIOA 23	Workforce Development	2/13/2024	605.00
Rasmussen College	DT ITA	- WIOA 23	Workforce Development	2/13/2024	2,000.00
Rock Gate Capital, LLC dba 160 Driving Academy	DT ITA	- WIOA 23	Workforce Development	2/26/2024	5,488.00
Bettina Banda	SS Transportation Assistance	- WIOA 23	Workforce Development	2/26/2024	80.40
Brad Manning Ford, Inc.	SS Transportation Assistance	- WIOA 23	Workforce Development	2/26/2024	1,106.48
Mechanics Local 701 Training Fund	DT ITA	- WIOA 23	Workforce Development	2/13/2024	4,375.00
Mechanics Local 701 Training Fund	DT ITA	- WIOA 23	Workforce Development	2/13/2024	605.00
Mechanics Local 701 Training Fund	DT ITA	- WIOA 23	Workforce Development	2/13/2024	1,344.44
Symbol Training Institute	DT ITA	- WIOA 23	Workforce Development	2/13/2024	10,000.00
Avid Associates, LLC dba Avid CNA School	DT ITA	- WIOA 23	Workforce Development	2/13/2024	1,719.00
Computer Training Source	DT ITA	- WIOA 23	Workforce Development	2/26/2024	1,148.00
Elgin Community College	DT Class Size Training	- WIOA 23	Workforce Development	2/26/2024	2,263.91
Elgin Community College	SS Transportation Assistance	- WIOA 23	Workforce Development	2/26/2024	501.20
Jessica Lopez	SS Other Supportive Services	- WIOA 23	Workforce Development	2/26/2024	277.95
Rasmussen College	DT ITA	- WIOA 23	Workforce Development	2/13/2024	3,125.00
Rasmussen College	DT ITA	- WIOA 23	Workforce Development	2/13/2024	1,923.00
Karen Gebreyasus	DT ITA	- WIOA 23	Workforce Development	2/26/2024	357.00
Alisha Marie Claudio	SS Transportation Assistance	- WIOA 23	Workforce Development	2/26/2024	77.72
Eugenie Sayogo	SS Transportation Assistance	- WIOA 23	Workforce Development	2/26/2024	139.90
Aplus System, LLC	Janitorial Services	- WIOA 23	Workforce Development	2/26/2024	139.86
Aplus System, LLC	Janitorial Services	- WIOA 23	Workforce Development	2/26/2024	139.86
Fifth Third Bank	Conferences and Meetings	- WIOA 23	Workforce Development	2/26/2024	200.00
APS Training Inst., Inc. dba APS Training Academy	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	2/13/2024	962.50
APS Training Inst., Inc. dba APS Training Academy	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	2/13/2024	875.00
APS Training Inst., Inc. dba APS Training Academy	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	2/26/2024	712.50
Employment & Employer Services, Inc.	Work Based Learning Activities	- WIOA 23	Workforce Development	2/13/2024	15,185.07
Fifth Third Bank	Office Supplies	- WIOA 23	Workforce Development	2/26/2024	19.73
A Plus Healthcare Training Corp.	DT ITA	- WIOA 23	Workforce Development	2/13/2024	1,880.00
Follett Higher Education Group, Inc.	DT ITA	- WIOA 23	Workforce Development	2/26/2024	265.50
Computer Training Source	DT ITA	- WIOA 23	Workforce Development	2/13/2024	3,412.00
Elgin Community College	DT Class Size Training	- WIOA 23	Workforce Development	2/26/2024	2,263.90
Elgin Community College	SS Transportation Assistance	- WIOA 23	Workforce Development	2/26/2024	50.12
Lisa M Stulgate	DT ITA	- WIOA 23	Workforce Development	2/13/2024	30.00
West Chicago Professional Center, Inc.	DT ITA	- WIOA 23	Workforce Development	2/13/2024	5,000.00
West Chicago Professional Center, Inc.	DT ITA	- WIOA 23	Workforce Development	2/26/2024	4,950.00
42 North Group Inc. dba Microtrain Technologies	DT ITA	- WIOA 23	Workforce Development	2/26/2024	2,100.00
Rock Gate Capital, LLC dba 160 Driving Academy	DT ITA	- WIOA 23	Workforce Development	2/26/2024	5,488.00
Keith A. Kriglstein	DT ITA	- TAA 22	Workforce Development	2/26/2024	8.00
Keith A. Kriglstein	SS Transportation Assistance	- TAA 22	Workforce Development	2/26/2024	49.86
Rasmussen College	DT ITA	- TAA 22	Workforce Development	2/13/2024	3,870.00
Denise Bailey	SS Transportation Assistance	- TAA 22	Workforce Development	2/13/2024	56.54
Denise Bailey	SS Transportation Assistance	- TAA 22	Workforce Development	2/26/2024	56.54
Martin Ruiz	SS Transportation Assistance	- TAA 22	Workforce Development	2/26/2024	348.40
E J Rohn Company dba Specialty Mat Service	Professional Services	Operating Pool	Workforce Development	2/13/2024	-29.65
E J Rohn Company dba Specialty Mat Service	Professional Services	Operating Pool	Workforce Development	2/13/2024	44.57
E J Rohn Company dba Specialty Mat Service	Professional Services	Operating Pool	Workforce Development	2/13/2024	45.08

Aplus System, LLC	Janitorial Services	Operating Pool	Workforce Development	2/26/2024	1,207.19
Aplus System, LLC	Janitorial Services	Operating Pool	Workforce Development	2/26/2024	1,207.19
Batavia Enterprises, Inc	Repairs and Maint- Buildings	Operating Pool	Workforce Development	2/13/2024	162.41
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Operating Pool	Workforce Development	2/26/2024	287.90
Nicor Gas	Utilities- Natural Gas	Operating Pool	Workforce Development	2/13/2024	136.09
Nicor Gas	Utilities- Natural Gas	Operating Pool	Workforce Development	2/13/2024	263.51
Nicor Gas	Utilities- Natural Gas	Operating Pool	Workforce Development	2/26/2024	201.45
Nicor Gas	Utilities- Natural Gas	Operating Pool	Workforce Development	2/26/2024	107.99
City of Batavia	Utilities- Electric	Operating Pool	Workforce Development	2/26/2024	123.52
AT&T	Telephone	Operating Pool	Workforce Development	2/26/2024	26.02
AT&T	Telephone	Operating Pool	Workforce Development	2/26/2024	26.02
Fifth Third Bank	Internet	Operating Pool	Workforce Development	2/26/2024	285.14
Kruis Inc (Sparkle Janitorial Service)	Janitorial Services	Operating Pool	Workforce Development	2/26/2024	1,000.00
Nicor Gas	Utilities- Natural Gas	Operating Pool	Workforce Development	2/26/2024	173.15
ComEd	Utilities- Electric	Operating Pool	Workforce Development	2/13/2024	124.51
ComEd	Utilities- Electric	Operating Pool	Workforce Development	2/13/2024	139.13
Fifth Third Bank	Telephone	Operating Pool	Workforce Development	2/26/2024	89.34
Fifth Third Bank	Internet	Operating Pool	Workforce Development	2/26/2024	243.15
MCI	Telephone	Operating Pool	Workforce Development	2/26/2024	48.62
Fifth Third Bank	Internet	Operating Pool	Workforce Development	2/26/2024	162.90
E J Rohn Company dba Specialty Mat Service	Professional Services	One-Stop shared costs	Workforce Development	2/13/2024	-28.23
E J Rohn Company dba Specialty Mat Service	Professional Services	One-Stop shared costs	Workforce Development	2/13/2024	42.44
E J Rohn Company dba Specialty Mat Service	Professional Services	One-Stop shared costs	Workforce Development	2/13/2024	42.93
Aplus System, LLC	Janitorial Services	One-Stop shared costs	Workforce Development	2/26/2024	1,149.71
Aplus System, LLC	Janitorial Services	One-Stop shared costs	Workforce Development	2/26/2024	1,149.71
Batavia Enterprises, Inc	Repairs and Maint- Buildings	One-Stop shared costs	Workforce Development	2/13/2024	154.67
Tara Crosby	Employee Mileage Expense	One-Stop shared costs	Workforce Development	2/13/2024	25.46
Yascara Romero	Employee Mileage Expense	One-Stop shared costs	Workforce Development	2/13/2024	32.36
Kelly Ann Waynauskas	Employee Mileage Expense	One-Stop shared costs	Workforce Development	2/13/2024	27.47
Nicor Gas	Utilities- Natural Gas	One-Stop shared costs	Workforce Development	2/13/2024	129.61
Nicor Gas	Utilities- Natural Gas	One-Stop shared costs	Workforce Development	2/26/2024	102.84
City of Batavia	Utilities- Electric	One-Stop shared costs	Workforce Development	2/26/2024	117.64
AT&T	Telephone	One-Stop shared costs	Workforce Development	2/26/2024	24.79
AT&T	Telephone	One-Stop shared costs	Workforce Development	2/26/2024	24.79
Fifth Third Bank	Internet	One-Stop shared costs	Workforce Development	2/26/2024	271.56
Fifth Third Bank	Communication/Web Host	One-Stop shared costs	Workforce Development	2/26/2024	64.00
Kelly Ann Waynauskas	Employee Mileage Expense	One Stop Operator	Workforce Development	2/13/2024	40.20
Illinois Phlebotomy Services, LLC	Contractual/Consulting Services	State's Attorney	Kane County Law Enforcement	2/26/2024	425.00
Fifth Third Bank	Computers	Other- Countywide Expenses	Capital Projects	2/26/2024	2,148.99
Midwest Computer Products Inc	Computers	Other- Countywide Expenses	Capital Projects	2/26/2024	32,043.60
Feldman Ford, LLC dba Feldman Ford	Automotive Equipment	Other- Countywide Expenses	Capital Projects	2/26/2024	103,510.00
Hellmuth, Obata & Kassabaum, Inc. (HOK)	Building Improvements	Other- Countywide Expenses	Capital Projects	2/13/2024	18,475.00
Just Rite Acoustics, Inc.	Building Improvements	Other- Countywide Expenses	Capital Projects	2/13/2024	3,485.00
MB Delivery & Moving Services	Building Improvements	Other- Countywide Expenses	Capital Projects	2/26/2024	425.00
Convergint Technologies LLC	Special Purpose Equipment	Other- Countywide Expenses	Capital Projects	2/13/2024	300,000.00
G4S Integration dba Allied Universal Technology	Contractual/Consulting Services	Development	Mill Creek Special Service Area	2/13/2024	235.50
G4S Integration dba Allied Universal Technology	Contractual/Consulting Services	Development	Mill Creek Special Service Area	2/13/2024	782.58
G4S Integration dba Allied Universal Technology	Contractual/Consulting Services	Development	Mill Creek Special Service Area	2/13/2024	922.52
G4S Integration dba Allied Universal Technology	Contractual/Consulting Services	Development	Mill Creek Special Service Area	2/13/2024	763.54
G4S Integration dba Allied Universal Technology	Contractual/Consulting Services	Development	Mill Creek Special Service Area	2/13/2024	1,169.10
Securadyn Systems Intermediate LLC dba Adesta LLC	Contractual/Consulting Services	Development	Mill Creek Special Service Area	2/13/2024	677.86
Cornerstone Partners Horticultural Services Co.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	2/26/2024	689.77
Fifth Third Bank	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	2/26/2024	203.94
Outdoor Home Svc. Hold., LLC dba TruGreen & Action	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	2/26/2024	18,954.00
Tri City Land Management Co., LLC	Building Space Rental	Development	Mill Creek Special Service Area	2/13/2024	1,086.02
Rehm Electric Shop, Inc.	Intersect Lighting Services	Development	Mill Creek Special Service Area	2/13/2024	1,912.90
ComEd	Intersect Lighting Services	Development	Mill Creek Special Service Area	2/26/2024	296.95



ComEd	Intersect Lighting Services	Development	Mill Creek Special Service Area	2/26/2024	482.56
ComEd	Intersect Lighting Services	Development	Mill Creek Special Service Area	2/26/2024	126.40
G4S Integration dba Allied Universal Technology	Office Supplies	Development	Mill Creek Special Service Area	2/13/2024	0.00
G4S Integration dba Allied Universal Technology	Office Supplies	Development	Mill Creek Special Service Area	2/13/2024	0.00
G4S Integration dba Allied Universal Technology	Office Supplies	Development	Mill Creek Special Service Area	2/13/2024	0.00
Fifth Third Bank	Operating Supplies	Development	Mill Creek Special Service Area	2/26/2024	109.94
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Development	Mill Creek Special Service Area	2/26/2024	20.96
Paddock Publications (Daily Herald)	Operating Supplies	Development	Mill Creek Special Service Area	2/26/2024	21.00
Nicor Gas	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	2/13/2024	82.66
Kane DuPage Soil & Water Conservation District	Engineering Services	Transportation	North Impact Fees	2/26/2024	3,710.00
Zions Bank	Restricted Cash & Investments		Longmeadow Debt Service	2/28/2024	141,454.59
CD, LLC dba Carbon Day EV Charging	Contractual/Consulting Services	Environmental Management	Enterprise Surcharge	2/26/2024	3,560.00
Fifth Third Bank	Professional Services	Environmental Management	Enterprise Surcharge	2/26/2024	80.44
Fifth Third Bank	Repairs and Maint- Vehicles	Environmental Management	Enterprise Surcharge	2/26/2024	2,410.56
Sarra Hinshaw	Conferences and Meetings	Environmental Management	Enterprise Surcharge	2/13/2024	45.00
Fifth Third Bank	General Association Dues	Environmental Management	Enterprise Surcharge	2/26/2024	289.15
Toshiba America Business Solutions, Inc	Operating Supplies	Environmental Management	Enterprise Surcharge	2/13/2024	129.63
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Environmental Management	Enterprise Surcharge	2/26/2024	11.57
Fifth Third Bank	Operating Supplies	Environmental Management	Enterprise Surcharge	2/26/2024	640.00
AssuredPartners Cap. dba Assured Partnrs of IL LLC	Contractual/Consulting Services	Other- Countywide Expenses	Health Insurance Fund	2/13/2024	9,000.00
Flexible Benefits Service, LLC	Healthcare Admin Services	Other- Countywide Expenses	Health Insurance Fund	2/26/2024	1,467.50
Health Care Service Corporation dba BCBSIL	Healthcare Admin Services	Other- Countywide Expenses	Health Insurance Fund	2/26/2024	400.00
Health Care Service Corporation dba BCBSIL	Healthcare - Stop Loss Insurance	Other- Countywide Expenses	Health Insurance Fund	2/26/2024	72,805.88
Fidelity Security Life Insurance Company (Eyemed)	Healthcare - Vision Insurance	Other- Countywide Expenses	Health Insurance Fund	2/13/2024	6,975.72
Cigna Health and Life Insurance Company	Healthcare - Dental Insurance	Other- Countywide Expenses	Health Insurance Fund	2/13/2024	68,770.93
Catilize Health, Inc. dba Catilize Health	Healthcare - Medical Expense Reimbursement	Other- Countywide Expenses	Health Insurance Fund	2/13/2024	6,674.54
Catilize Health, Inc. dba Catilize Health	Healthcare - Medical Expense Reimbursement	Other- Countywide Expenses	Health Insurance Fund	2/26/2024	8,335.15
Health Care Service Corporation dba BCBSIL	Healthcare - Wellness	Other- Countywide Expenses	Health Insurance Fund	2/26/2024	-375,000.00
Health Care Service Corporation dba BCBSIL	Healthcare - Stop Loss Insurance	Other- Countywide Expenses	Health Insurance Fund	2/26/2024	74,363.61
Health Care Service Corporation dba BCBSIL	Self Insured Healthcare Claims	Other- Countywide Expenses	Health Insurance Fund	2/26/2024	737,581.79
Health Care Service Corporation dba BCBSIL	Self Insured Healthcare Claims Administration	Other- Countywide Expenses	Health Insurance Fund	2/26/2024	22,923.56
Health Care Service Corporation dba BCBSIL	Healthcare Facility Access Fee	Other- Countywide Expenses	Health Insurance Fund	2/26/2024	10,339.60
Health Care Service Corporation dba BCBSIL	Healthcare Credits	Other- Countywide Expenses	Health Insurance Fund	2/26/2024	-49,785.63
Health Care Service Corporation dba BCBSIL	Healthcare - Stop Loss Insurance	Other- Countywide Expenses	Health Insurance Fund	2/26/2024	50,817.70
Health Care Service Corporation dba BCBSIL	Self Insured Healthcare Claims	Other- Countywide Expenses	Health Insurance Fund	2/26/2024	847,298.59
Health Care Service Corporation dba BCBSIL	Self Insured Healthcare Claims Administration	Other- Countywide Expenses	Health Insurance Fund	2/26/2024	30,734.42
Health Care Service Corporation dba BCBSIL	Healthcare HMO Managed Care Fee	Other- Countywide Expenses	Health Insurance Fund	2/26/2024	8,747.51
Health Care Service Corporation dba BCBSIL	Healthcare Physician Services Fee	Other- Countywide Expenses	Health Insurance Fund	2/26/2024	198,072.67
Health Care Service Corporation dba BCBSIL	Healthcare Credits	Other- Countywide Expenses	Health Insurance Fund	2/26/2024	-71,653.57
Humana Insurance Company	Healthcare - Health Insurance	Other- Countywide Expenses	Health Insurance Fund	2/26/2024	12,655.90
AT&T	Distribution	Information Technologies	911 Emergency Surcharge	2/13/2024	56.27
John F. Harahan	Distribution	Information Technologies	911 Emergency Surcharge	2/13/2024	3,276.00
Lauterbach & Amen, LLP	Distribution	Information Technologies	911 Emergency Surcharge	2/13/2024	4,350.00
Mission Critical Partners LLC	Distribution	Information Technologies	911 Emergency Surcharge	2/26/2024	6,717.88
United States Postal Service (USPS)	Distribution	Information Technologies	911 Emergency Surcharge	2/26/2024	410.00
AT&T	Distribution	Information Technologies	911 Emergency Surcharge	2/26/2024	217.92
AT&T	Distribution	Information Technologies	911 Emergency Surcharge	2/26/2024	282.48
James Engebretsen	Accrued Liabilities		Special Deposit	2/16/2024	2,242.21
Jody Engebretsen	Accrued Liabilities		Special Deposit	2/16/2024	2,242.21
Estate of Violet Whitlock, Dec'd	Accrued Liabilities		Special Deposit	2/16/2024	6,726.65
Illinois Department of Revenue	Accrued Liabilities		Recorder's Rental Surcharge	2/1/2024	57,168.00
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	2/13/2024	7,880.42
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	2/13/2024	9,974.97
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	2/26/2024	12,286.64
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	2/26/2024	9,183.32
State of Illinois Treasurer	Accrued Liabilities		County Clerk Domestic Violence	2/13/2024	885.00
IL Dept of Public Health, Div of Vital Records	Accrued Liabilities		Death Certificates	2/13/2024	10,788.00

Illinois Department of Revenue	Accrued Liabilities		State Real Estate Transfer Tax	2/1/2024	273,247.50
Hampton Lenzini & Renwick, Inc. (HLR)	Engineering Services	Transportation	Elgin Township	2/26/2024	2,587.28
Salt Xchange Inc	Rock Salt	Transportation	Sugar Grove Township	2/26/2024	16,917.79
Salt Xchange Inc	Rock Salt	Transportation	Sugar Grove Township	2/26/2024	16,437.76
				2111	9,311,139.80



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.

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

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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.

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.)*

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

§ 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

§ 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

§ 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;*

Init.

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User Notes:

(1298290255)



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
	<b>CONSTRUCTION COST</b>		<b>\$234,172</b>
	Construction Management Fee 11%		\$25,759
	Bond Fee 1%		\$2,342
	Allowance: 10% Construction Contingency		\$23,417
	<b>GMP</b>		<b>\$285,690</b>

**EXHIBIT E - Alternates**  
**8/29/2023**

**ALTERNATES**

None

**EXHIBIT F - Unit Prices**  
**8/29/2023**

**UNIT PRICES**

None



# R.C. WEGMAN CONSTRUCTION COMPANY

CONSTRUCTION MANAGEMENT • GENERAL CONTRACTOR • DESIGN BUILD

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

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.)

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

**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	<p>Labor and material for 15% of Kane County Sheriff ADA Ramp Installation, per bid #B8970, per PO #2023-29.</p> <p>Contract Amount.....\$26,462.00 Approved Change Orders.....\$4,736.00 Total Contract.....\$31,198.00</p> <p>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</p>	0.1518	4,736.00

Please remit to above address. THANK YOU!	All material is inclusive of tax	<b>Total</b>	\$4,736.00
<b>Terms of Payment :</b> 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.		<b>Payments/Credits</b>	\$0.00
		<b>Balance Due</b>	\$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 Avenue 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

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			

February 21, 2024

10471 CO-002

R. C. Wegman  
750 Morton Avenue  
Aurora, IL 60506

**Ref: Kane County Sherriif ADA Ramp**

We hereby propose to provide the necessary labor and material to complete the following as listed. 10471 CO-002 Kane County Sheriff ADA Ramp proposal for additional costs Revision #2 – 12/27/2023.

We are pleased to submit an additional total cost of \$6,454.00

Inverter additional scope \$3,396.00

Light pole and base additional cost \$2,158.00

Crane cost (For setting of 20' pole) \$900.00

Credit for deduction of Quazite box (\$1,090.00)  
(Included in Base)

**Included**

- Provide and install three-head Cooper GALN-SA4B-740-U-T3-PA-BZ light pole
- Provide and install 2' Dia concrete light pole base
- Provide and install QTY-1) ELI-S-100 Lighting Inverter (Can handle up to QTY-4) fixtures see cut sheet
- QTY-1) Quazite box removed from proposal (No longer in scope)
- Provide and install conduit and associated wire in basement adjacent to handhole for new inverter installation installed within the interior of building (See attached submittal for approval). EB fixtures will be fed via existing lighting circuit
- Provision of Crane for Light pole installation
- Provide coring as required
- Label all cables, wire, and circuits

**Excluded**

- No Permit
- Bollards to be deenergized (Removal of bases by others)
- No rework of existing NEMA 3R box on exterior of building, and associated circuits related to the gate feed and main driveway site lights
- Our proposal excludes any devices not shown on the bid drawings or any changes by the AHJ. This proposal and design are subject to the review of the AHJ, any changes shall be additional.



**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](mailto:fk@voltelectricinc.com)



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

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

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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](http://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	<b>CMS Core Annual</b> CMS Core cost per user charged annually. Includes: • CMS • CMS Tech • CMS Reporting • Ongoing Technical Support and Software Updates  Term: 10/1/23 - 9/30/24		\$526.32	\$18,421.20

<b>Subtotal</b>	\$18,421.20
<b>Tax Total (0%)</b>	\$0.00
<b>Total</b>	\$18,421.20

SS.

# RESOLUTION NO. TMP-24-2062

WHEREAS, bids have been solicited for the Landscaping Maintenance Services Program (BID#24-025-TK) for the Mill Creek Special Service Area. A total of four (4) bids were received by the February 23, 2024 at 3:00 PM deadline; and

WHEREAS, the responsive and responsible bidder for the Landscape Maintenance Services Program (Tree Related Services) is Langton Group of Woodstock, IL; and

WHEREAS, this will be a two (2) year contract, which will begin on the date of contract execution by the Kane County Board and will have three (3) one (1) year extensions, if mutually agreed upon and the Kane County Board approves; and

WHEREAS, accordingly, appropriate funds have been budgeted for the FY2024 Mill Creek SSA budget; 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 Langton Group, 4510 Dean St. Woodstock, IL 60098 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.

*Line Item Description:* Repairs and Maintenance 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.

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

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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](mailto: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

- l) 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 |
|------------------|-------------|

***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 inquiries to the Department Head responsible for the procurement. Responses by the Department Head to the inquiries 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**

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**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**

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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**

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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 1<sup>st</sup> and December 31<sup>st</sup> 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 1<sup>st</sup> and December 31<sup>st</sup> 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 1<sup>st</sup> and June 1<sup>st</sup> 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.

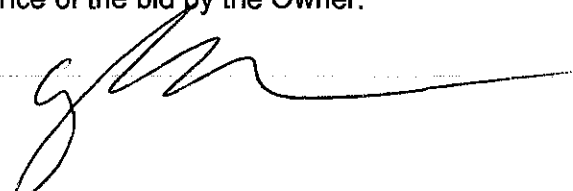
II. In submitting this Offer, the Vendor acknowledges:

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.



**KANE COUNTY  
OFFER TO CONTRACT FORM  
BID 24-025-TK  
MILL CREEK SSA 2024-2028 LANDSCAPE  
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  - 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. \_\_\_\_\_, 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. SCHEDULE OF PRICES (BASE BID):

#### Year 1

ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	PKWY TREE REM & STMP GD <8" (DBH)	EACH	60	<del>225</del> 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

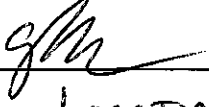
Year 4 Total: 208,360

**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

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### 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   
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 statutes, 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 Fall 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: Evanston High School  
Address: 1600 Dodge Ave  
City, State, Zip Code: Evanston, 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:** Langton Group  
**Business Address:** 4510 Dean St. Woodstock, IL 60098  
**Contact Person:** Kyle Cook  
**Phone:** 815-338-2630 **E-mail:** kyle.Langtongroup@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 Langton 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:

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

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### **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 ☒

**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	\$190,000	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.

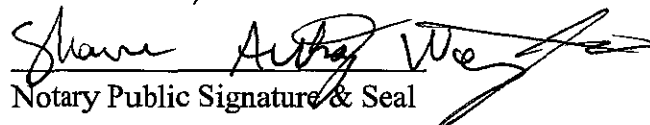
  
\_\_\_\_\_  
Signature of Authorized Officer

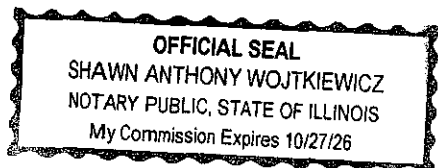
Kyle Cook  
\_\_\_\_\_  
Name of Authorized Officer (Print or Type)

Director of Sales  
\_\_\_\_\_  
Title

815-338-2630  
\_\_\_\_\_  
Telephone Number

Subscribed and sworn to  
before me this 21<sup>st</sup> day of  
February, 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.

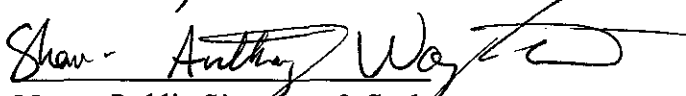
  
Signature of Authorized Officer

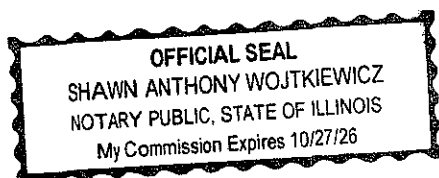
Lyle Cook  
Name of Authorized Officer (Print or Type)

Director of Sales  
Title

815-338-2630  
Telephone Number

Subscribed and sworn to  
before me this 21<sup>st</sup> day of  
February, 2024.

  
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

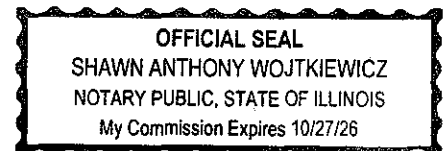
Kyle Cook  
Officer  
Title Director of Sales

2-21-24  
Date

Subscribed and Sworn this 21<sup>st</sup> day of February, 2024

Shawn  
Notary Public

Anthony Wojtkiewicz





**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.

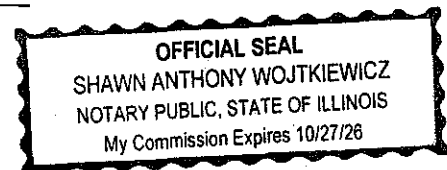
The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial 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 21<sup>st</sup> 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)**

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

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Vendor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Please send your response to: [purchasing@co.kane.il.us](mailto:purchasing@co.kane.il.us)





# 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): E-MAIL: ADDRESS:	FAX (A/C, No.):
INSURED ABC Company	INSURER(S) AFFORDING COVERAGE 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 :	NAIC #

**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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	ABC123	12/1/2014	12/1/2015	EACH OCCURRENCE \$1,000,000 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 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> 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"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION\$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			ABC123	12/1/2014	12/1/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	ABC123	12/1/2014	12/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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

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****CANCELLATION**

County of Kane 719 Batavia Ave., Bldg A Geneva IL 60134	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>James Antkowiak Signature</i>
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## **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 style="border: 1px solid black; width: 60%; margin: 0 auto; padding: 20px 0;">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.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**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  
Insured

Effective Policy No.

Endorsement No.  
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  \_\_\_\_\_



\_\_\_\_\_  
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.

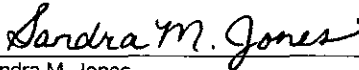
  
\_\_\_\_\_  
Andrea Lindemeyer Senior Vice President

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.

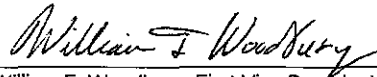
  
\_\_\_\_\_  
Sandra M. Jones Notary Public

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



LANGT-1

OP ID: MF

## 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).

<b>PRODUCER</b> AssuredPartners - Vernon Hills 977 Lakeview Parkway, Ste 105 Vernon Hills, IL 60061 Tasia Kerstein		847-367-2633		<b>CONTACT NAME:</b> Tasia Kerstein <b>PHONE (A/C, No, Ext):</b> 847-367-2633 <b>FAX (A/C, No):</b> 847-367-2636 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Langton Snow Solutions, Inc. 4510 Dean Street Woodstock, IL 60098				<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Pekin Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
				<b>NAIC #</b> 24228	

## 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. JECT <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	<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <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"/> 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

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

Addl 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 addl insds.

## CERTIFICATE HOLDER

COUNTYK

County of Kane  
Building A  
719 Batavia Avenue  
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





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

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

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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**

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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**

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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**

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This contract will provide sidewalk improvements for the Mill Creek Special Services Area. The following bids were received:

Vendor	Total Bid
<b>Everlast Blacktop, Inc. – Elgin, IL</b>	<b>\$838,707.72</b>
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	82,172.00
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	8,000.00	8,000.00

**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, 2<sup>nd</sup> 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 dollar  
and 49/100 cent.

\*\*\*\*\*

**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 70540 IL Route 25 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

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### 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.

- |   |  |
|---|--|
| <input checked="" 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 type="checkbox"/> N/A – These categories do not apply to my business          |

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



**AIA**

**Document A310™ – 2010**

Bond No. JB000958

**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)*

*(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.

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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

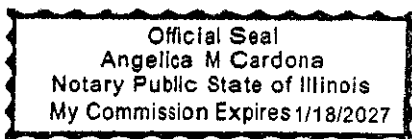
## ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

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



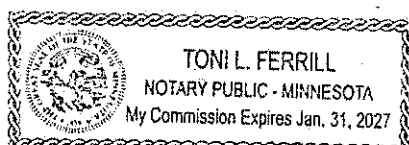
## ACKNOWLEDGMENT OF SURETY

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

ORSC 22202 (3-06)

PATE BONDING, INC.



Signed and sealed at the City of Brookfield, WI this 15th day of February, 2024.

*Karen J. Haffner*  
Assistant Secretary



**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 AS ELGIN, IL 60120

Phone# 630-888-5572 Fax # 630-888-6231

Federal I.D./Social Security# 208799148 Date 2/18/2024

**JOINT PURCHASING AGREEMENT**

Illinois revised statutes, 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](mailto: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](mailto: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](mailto:tmarin@cmtengr.com)  
630.907.7041  
Description: Asphalt

Rehabilitation at Lawndale Ave  
Project Address: Pvmt Rehab at Lawndale Ave Mgmt Area LaGrange & Archer  
Project Value: \$868,204.29  
Project Contact: Will Jennings [willj@k-five.net](mailto: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](mailto: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](mailto: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@reltd.com](mailto:MSpolar@reltd.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 28 Elgin, IL 60120  
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 ☒ 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:  
\_\_\_\_\_  
\_\_\_\_\_

**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:

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### **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:

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---

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

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### **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 A**

**Subcontractors who will Perform Work on the Project**

<b>Name</b>	<b>Address</b>	<b>Work to be Performed</b>

**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.

<b>Public Body/ Project Name/Year</b>	<b>Reference Name/ Phone #</b>	<b>Original Price/ Final price</b>	<b>Subcontractors</b>



--	--	--	--

- 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**

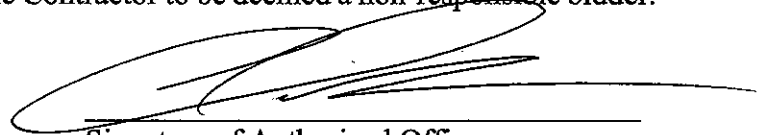
**[HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY](https://www.bidnetdirect.com/illinois/kanecounty)**

**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 Palk  
Name of Authorized Officer (Print or Type)

Director of Operations  
Title

224 725 9944  
Telephone Number

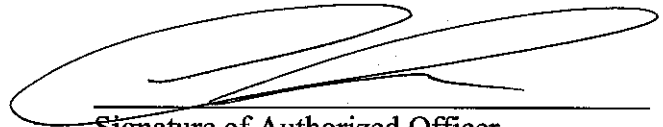
Subscribed and sworn to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024.

\_\_\_\_\_  
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 Polito  
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



EVERBLA-01

JFREIMUTH

## 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).

<b>PRODUCER</b> Robertson Ryan - Illinois 3880 Salem Lake Dr Suite H Long Grove, IL 60047	<b>CONTACT NAME:</b> Jennifer Freimuth	
	<b>PHONE (A/C, No, Ext):</b> (800) 258-0277 <b>FAX (A/C, No):</b> (877) 700-0139	
	<b>E-MAIL ADDRESS:</b> jfreimuth@robertsonryan.com	
<b>INSURED</b>  Everlast Blacktop, Inc. 7N540 IL ROUTE 25 Elgin, IL 60120	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Pekin Insurance Company	24228
	<b>INSURER B:</b> Clear Spring Property & Casualty Company	15563
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <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"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <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"/> <b>UMBRELLA LIAB</b> <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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	CS-WC-021730-01	1/1/2024	1/1/2025	<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
A	<b>Leased/Rented Equip.</b>		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

## CANCELLATION

County of Kane  
719 S Batavia Avenue, Bldg A  
Geneva, IL 60134

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

Everlast Blacktop, Inc.

7N540 IL Route 25 ELGIN, IL 60120

Contractor No 1651

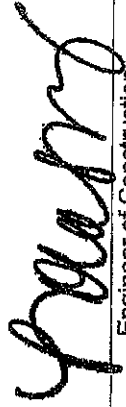
WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED 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 I 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 31<sup>st</sup>**.

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 31<sup>st</sup>**. 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](http://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

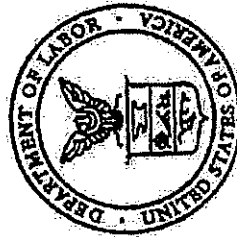
### Certificate of Registration of Apprenticeship Program

*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. L. L.*  
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*



*Hilda F. Solis*  
*Secretary of Labor*

*Ad V. Ladd*  
*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.

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

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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:**

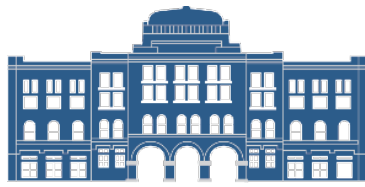
Was this item budgeted? Yes	Appropriation Amount: \$800,000
If not budgeted, explain funding source:	

### **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.







# 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.



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.

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

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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.



# UNIVERSITY OF CALIFORNIA

## 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 15<sup>th</sup>, 2020 through April 14<sup>th</sup>, 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:

<b>Name</b>	Reynaldo Cano-Boza
<b>Phone</b>	510.987.9893
<b>Email</b>	<a href="mailto:Reynaldo.cano-boza@ucop.edu">Reynaldo.cano-boza@ucop.edu</a>
<b>Address</b>	7835 Trade Street, Suite 100
	San Diego, CA 92121



To Supplier:

<b>Name</b>	David Stein
<b>Phone</b>	281.409.6690
<b>Email</b>	<a href="mailto:David_Stein@mohawkind.com">David_Stein@mohawkind.com</a>
<b>Address</b>	160 South Industrial Blvd.
	Calhoun, GA 30701

## 6. Intellectual Property, Copyright and Patents

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

## 7. Patient Protection and Affordable Care Act (PPACA)

/ X / 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

/ X / 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**

DocuSigned by:

**Justin Sullivan**

(Signature) 84C40B...

Justin Sullivan Executive Director

(Printed Name, Title)

4/23/2020

(Date)

**Mohawk Commercial, Inc.**

DocuSigned by:

**Mike Gallman**

(Signature) 64B7060DBE485...

Mike Gallman President, Mohawk Group

(Printed Name, Title)

4/16/2020

(Date)



# UNIVERSITY OF CALIFORNIA

## Terms and Conditions of Purchase

### 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



## UNIVERSITY OF CALIFORNIA

## Terms and Conditions of Purchase

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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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



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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



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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;





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- 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](http://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



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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



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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.



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### 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.



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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



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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/fwfw-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.



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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.





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### **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 15<sup>th</sup>, 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 15<sup>th</sup>, 2020 ("Effective Date") and continue through April 14<sup>th</sup>, 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	<a href="mailto:David_Stein@mohawkind.com">David_Stein@mohawkind.com</a>
Address	160 South Industrial Blvd.
	Calhoun, GA 30701

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

<b>Name</b>	Reynaldo Cano-Boza
<b>Phone</b>	510.987.9893
<b>Email</b>	<a href="mailto:Reynaldo.cano-boza@ucop.edu">Reynaldo.cano-boza@ucop.edu</a>
<b>Address</b>	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:

Column Title	Description	Column Mapping
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]

[REDACTED]



Attachment D – National Price Schedule  
UCOP Agreement# 2020002149

  
**MOHAWK**  
University of California  
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	SY	State of Mind III	Duracolor	\$ 58.35	NONE	NO	YES
Modular	Faculty Remix	GT154	EcoFlex NXT	24x24	SY	Faculty Remix	Duracolor	\$ 44.04	NONE	NO	YES
Modular	Fade Relief	KT238	EcoFlex NXT	24x24	SY	Moving Floors	Duracolor Tricolor	\$ 70.34	NONE	NO	YES
Modular	Fade Relief	KT238	EcoFlex NXT	24x24	SY	Moving Floors	Duracolor Tricolor	\$ 70.34	NONE	NO	YES
Modular	Flamestitch III	GT168	EcoFlex NXT	24x24	SY	Flamestitch	Duracolor	\$ 50.16	NONE	NO	YES
Modular	Forward Vision	GT135	EcoFlex NXT	24x24	SY	Mind Over Matter	Duracolor	\$ 45.54	NONE	NO	YES
Modular	Fractal Ground	GT425	EcoFlex NXT	12x36	SY	Relaxing Floors	Duracolor Tricolor	\$ 48.07	NONE	NO	YES



Attachment D – National Price Schedule  
UCOP Agreement# 2020002149

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	Vivd Step		\$	1.91	NONE	NO	YES
ERT	Vivid Step Stone	CR706		12"x24"	SF	Vivd Step		\$	1.91	NONE	NO	YES
ERT	Weave	CR709		18"x36"	SF	Sakiori		\$	7.39	NONE	NO	YES
Laminate		1967 C2010		47"	SF	In the Groove		\$	4.66	NONE	NO	YES
Laminate	Boho	C2009		54"	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

Attachment D – National Price Schedule  
UCOP Agreement# 2020002149

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	ExoFlex 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	TRSIB		17-13/16" x 17-13/16"	SF	TRUE		\$	12.23	NONE	NO	YES
Rubber	TRUE Medi-Flex Tile 3mm	TRSIB		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

Attachment D – National Price Schedule  
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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	Clic	\$ 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 EditionCity 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 EditionCity 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
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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	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	\$1.13	\$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	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	\$1.89	\$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	\$2.85	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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	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	\$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	\$5.44	\$7.34	Open Market	Open Market
L I F 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	\$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	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	\$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	\$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	\$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	\$3.93	\$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	\$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	\$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	\$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	\$1.89	\$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	\$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	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																

Delivery/Handling to job site from installer warehouse																		
Disposal of Existing Hard Tile Flooring																		
Dumpster Charges																		
Excessive trip charges and/or small job charges less than 200sy or 1,800sf per trade																		
Excessive cutting/trimming/sanding/staining of hardwood/flooring for custom pattern work																		
Extensive floor exceeding the above described floor prep																		
Furniture Moving (high density or extraordinary)																		
Hoisting																		
Material, adhesive, pad, underlayment, base inside corners, base outside corners, entry mats, felt paper, rosin paper, moldings, plywood, solid wood planks or sleepers, vapor retarder, unless otherwise noted.																		
Millwork/trim/transition/quarter round/wood base for completion of hardwood installation																		
Moisture Remediation/Abatement																		
Moving of computers, telephony, equipment, or personal items																		
Pattern match labor or custom pattern labor, unless otherwise noted																		
Payment and Performance Insurance Bonds																		
Phasing Labor																		
Protection of Floors																		
Reclamation Government Imposed Fees are Excluded wherever applicable.																		
Reclamation fee excludes packaging, palletization, and shipment to reclamation processor																		
Removal/disposal of floorings other than quoted above																		
Sales Tax - Local, State, and Federal																		
Stair Labor																		
Storage of Materials long-term																		
Transitions exclude Schluter or similar needed for ceramic tile installation																		
Union upcharges																		



UNIVERSITY  
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CALIFORNIA

## 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]

[REDACTED]

[REDACTED]

[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



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

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

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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.





## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### Title

### AUTHORIZING HEALTH DEPARTMENT PURCHASE OF MOSQUITO LARVICIDE

#### **Committee Flow:**

Public Health Committee, Finance and Budget Committee, Executive Committee, County Board

#### **Contact:**

Michael Isaacson 630-208-3140

### **Budget Information:**

Was this item budgeted? Yes	Appropriation Amount: \$44,035.00
If not budgeted, explain funding source: n/a	

### **Summary:**

The Kane County Health Department secured grant funding from the Illinois Department of Public Health to protect the residents of Kane County against mosquitoes that may carry the West Nile Virus. The larvicide treatment of breeding habitats helps reduce the adult mosquito population in Kane County municipalities and townships.



SS.

**RESOLUTION NO. TMP-24-2007**

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

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

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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		
	0.00	0.00	0.00
	Payments		
0	\$36,097 to \$36,117	\$36,097 to \$36,117	\$36,097 to \$36,117

Purchase Details	
Retail Price:	\$36,030.00
Sales Price:	\$35,530.00
<b>Savings:</b>	<b>\$500.00</b>
Accessories:	\$0.00
Service Contract:	\$0.00
License & Title :	\$173.00
Doc & ERT Fee:	\$393.03
Total Taxes:	\$0.00
<b>Total Sales Price:</b>	<b>\$36,096.03</b>
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
<b>Amount Financed:</b>	<b>\$36,096.03</b>

X  
\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

X  
\_\_\_\_\_  
Manager Signature

\_\_\_\_\_  
Date

Disclaimer:

With approved credit  
Price quote good for 5 days

Printed 2/20/24 1:02 PM

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ford.com

## VEHICLE DESCRIPTION

## ESCAPE FWD

2024 ST LINE FWD HEV  
106.7" WHEELBASE  
2.5L I-VCT ATK I-4 HYB ENG  
ECVT TRANSMISSIONEXTERIOR  
VAPOR BLUE METALLIC  
INTERIOR  
EBNY PART VNYL/CLTH&RED STI

RU A03676

## 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
- REFRESH5
- SIRIUSXM® W/360L- NA AK&HI

## 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)

## EQUIPMENT GROUP 301A

## OPTIONAL EQUIPMENT/OTHER

- .18" ROCK MET PAINTED WHEEL
- .225/60R18 100H A/S BSW TIRES
- COLD WEATHER PACKAGE
- .HEATED STEERING WHEEL
- .MIRROR-PWR/HTD GLASS
- .REMOTE START SYSTEM
- .HEATED FRONT ROW SEATS
- FLR LINERS FR-RR W/CPT MATS
- FRONT LICENSE PLATE BRACKET

995.00

200.00  
NO CHARGE

## PRICE INFORMATION

BASE PRICE \$33,340.00  
TOTAL OPTIONS/OTHER 1,195.00TOTAL VEHICLE & OPTIONS/OTHER 34,535.00  
DESTINATION & DELIVERY 1,495.00

TOTAL MSRP \$36,030.00

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](http://www.ford.com/finance).

PL141 N RB 2X 420 007260 11 14 23

RAMP ONE

CX18

RAMP TWO

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.

## EPA DOT Fuel Economy and Environment



## 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

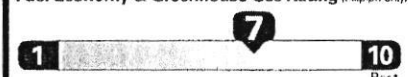
\$2,750

in fuel costs over 5 years compared to the average new vehicle.

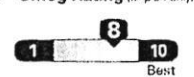
## Annual fuel cost

\$1,400

## Fuel Economy &amp; Greenhouse Gas Rating (tailpipe only)



## Smog Rating (tailpipe only)

This vehicle emits 225 grams CO<sub>2</sub> per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at [fuel-economy.gov](http://fuel-economy.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 \$8,750 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.

fuel-economy.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](http://www.safercar.gov) or 1-888-327-4236

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](http://www.P65Warnings.ca.gov/passenger-vehicle).

## 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.

\*Connectivity with 4G LTE Wi-Fi Hotspot requires FordPass Connect™. Some vehicles may not be eligible. For more information, visit [fordpassconnect.com](http://fordpassconnect.com). ©2023 Ford Motor Company. All rights reserved. Ford, FordPass, FordPass Connect, and FordPass Connect logo are trademarks of Ford Motor Company. All other marks are the property of their respective owners.

The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. Set in-vehicle Settings for connectivity options.

Ford | FORD PROTECT™

Enlist 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](http://www.FordOwner.com).

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apply.  
Text HELP  
for help[www.ford.com/help/privacy-terms/](http://www.ford.com/help/privacy-terms/)

02/16/2024

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# 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: 1FMCUOMZXRU44874 Stock #: Mileage: 10 Color: Star White Metallic

Customer Trade					
	Year Make Model	VIN	Engine	Mileage	Payoff
0	0				\$0.00

	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
<b>Savings:</b>	<b>\$500.00</b>
Accessories:	\$0.00
Service Contract:	\$0.00
License & Title :	\$173.00
Doc & ERT Fee:	\$393.03
Total Taxes:	\$0.00
<b>Total Sales Price:</b>	<b>\$37,556.03</b>
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
<b>Amount Financed:</b>	<b>\$37,556.03</b>

X  
\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

X  
\_\_\_\_\_  
Manager Signature

\_\_\_\_\_  
Date

Disclaimer:

With approved credit  
Price quote good for 5 days

Printed 2/20/24 1:03 PM

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9-NORMAL, NB, 109472, RB151

2595

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1553/2133

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RUA44874 NB

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ford.com

## VEHICLE DESCRIPTION

## ESCAPE FWD

2024 ST LINE FWD HEV  
106.7" WHEELBASE  
2.5L I-VCT ATK I-4 HYB ENG  
ECVT TRANSMISSIONEXTERIOR  
STAR WHITE METALLIC TRI-COA  
INTERIOR  
EBNY PART VNYL/CLTH&RED STI

RU A44874

## 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
- 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
- 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
- .18" ROCK MET PAINTED WHEEL
- 225/60R18 100H A/S BSW TIRES
- COLD WEATHER PACKAGE
- .HEATED STEERING WHEEL
- .MIRROR-PWR/HTD GLASS
- .REMOTE START SYSTEM
- .HEATED FRONT ROW SEATS
- EASY ACCESS CARGO SHADE
- FLR LINERS FR-RR W/CPT MATS
- CARGO MAT
- FRONT LICENSE PLATE BRACKET

995.00

995.00

135.00

200.00

100.00

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 &amp; OPTIONS/OTHER

35,995.00

DESTINATION &amp; DELIVERY

1,495.00

(MSRP)



## Fuel Economy and Environment



Gasoline Vehicle

## Fuel Economy



39 MPG

42 36

combined city/hwy city 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 &amp; Greenhouse Gas Rating (EPA est.) Smog Rating (EPA est.)



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. 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

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  
CrashDriver  
Passenger★★★★★  
★★★★★Based on the risk of injury in a frontal impact.  
Should ONLY be compared to other vehicles of similar size and weight.Side  
CrashFront 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 10 Wi-Fi-equipped devices.

\*Available with select equipment and dealer activation. Some restrictions may apply. See dealer for details. FordPass Connect™ is a registered trademark of Ford Motor Company. ©2024 Ford Motor Company. All rights reserved.

The FordPass Connect™ modem is active and sending vehicle data (i.e., 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](http://www.FordOwner.com).

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**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](http://www.P65Warnings.ca.gov/passenger-vehicle).

02/16/2024

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## VEHICLE DESCRIPTION

## ESCAPE FWD

2024 ST LINE FWD HEV  
106.7" WHEELBASE  
2.5L I-VCT 4K I-4 HYB ENG  
ECVT TRANSMISSIONEXTERIOR  
AGATE BLACK METALLIC  
INTERIOR  
EBONY PART VINYL/CLTH&RED STI

RU A10944

## 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/DRST
- 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
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- DUAL ZONE AUTO CLIMATE CTL
- MAP POCKETS-PASSENGER AND ARMREST
- POWERPOINTS - 12V
- REAR SEAT CUPHOLDERS
- RED STITCH ACCENTS
- ROTARY GEAR SHIFT DIAL
- SPORT BUCKET FRONT SEATS
- STEERING WHEEL - FLAT
- BOTTOM W/ RED STITCH
- USB A AND C

## FUNCTIONAL

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- ELECTRIC PARKING BRAKE
- FORDPASS™ CONNECT
- INTELLIGENT ACCESS W/PUSH BUTTON START
- PEDESTRIAN ALERT SOUNDER
- REFRESH95
- SIRIUSXM® W/360L- NA AK&HI

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- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

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- 3YR/38,000 BUMPER / BUMPER
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- 8YR/100,000 HYBRID
- UNIQUE COMPONENTS

## INCLUDED ON THIS VEHICLE

(MSRP)

## EQUIPMENT GROUP 301A

## OPTIONAL EQUIPMENT/OTHER

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- 225/60R18 100H A/S BSW TIRES
- COLD WEATHER PACKAGE
- HEATED STEERING WHEEL
- MIRROR-PWR/HTD GLASS
- REMOTE START SYSTEM
- HEATED FRONT ROW SEATS
- FRONT LICENSE PLATE BRACKET

995.00

NO CHARGE

## PRICE INFORMATION

BASE PRICE

\$33,490.00

TOTAL OPTIONS/OTHER

995.00

TOTAL VEHICLE &amp; OPTIONS/OTHER

34,485.00

DESTINATION &amp; DELIVERY

1,495.00



## Fuel Economy and Environment

## Fuel Economy



39 MPG

42

36

combined city/hwy  
2.6 gallons per 100 milesSmall SUVs range from 14 to 123 MPG.  
The best vehicle rates 140 MPG.

Gasoline Vehicle

You save

\$2,750

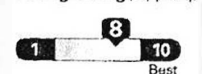
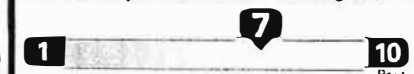
in fuel costs  
over 5 years  
compared to the  
average new vehicle.

## Annual fuel cost

\$1,400

## Fuel Economy &amp; Greenhouse Gas Rating

## Smog Rating

This vehicle emits 225 grams CO<sub>2</sub> per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at [fuelconomy.gov](http://fuelconomy.gov).

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Passenger★★★★★  
★★★★★Based on the risk of injury in a frontal impact.  
Should ONLY be compared to other vehicles of similar size and weight.Side  
CrashFront 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).

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\*Connectivity features require FordPass Connect™. Some features may require a subscription. See [ford.com/fordpassconnect](http://ford.com/fordpassconnect) for details. ©2023 Ford Credit. All rights reserved.

The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle Settings for connectivity options.

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](http://www.FordOwner.com).

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for help[www.ford.com/fordprotect](http://www.ford.com/fordprotect)

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](http://www.ford.com/finance).

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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.

02/16/2024

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white

# REPLACEMENT GUIDELINES CALCULATION SHEET

## Light Vehicle Replacement Guidelines

Factor	Points
Age 2009 14	One point for each year of chronological age, based on in-service date.
Miles/Hours 38250 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

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.
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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



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

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

---

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





## 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	BCSLLED	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
<b>Configuration Subtotal:</b>				<b>\$461,529.00</b>
Lenco BearCat	NEWCONFIG	1	\$461,529.00	\$461,529.00
Freight Out - Vehicles	FREIGHTVEHICLE	1	\$4,400.00	\$4,400.00
<b>Net Total</b>				<b>\$465,929.00</b>



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

<b>Notes:</b> 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	
<b>WARNING: Information Subject to Export Control Laws</b> 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.	
<b>ACCEPTANCE OF PROPOSAL</b> <b>Authorized</b> <b>Signature:</b> _____ Please sign and return	<b>Authorized</b> <b>Signature:</b> <u>Daniel Besemer</u> Daniel Besemer
Thank you	





The Executive Director of Finance and the Executive Director of Human Resources are authorized to adopt, promulgate, and enforce rules and regulations to administer and enforce this section.

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

---

John A. Cunningham, MBA, J.D.  
Clerk, County Board  
Kane County, Illinois

---

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

Vote:



## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### **Title**

Creating Illinois Residency Requirement For County Employees

### **Committee Flow:**

Human Services Committee, Finance and Budget Committee, Executive Committee, County Board

### **Contact:**

Jamie Loblillo, 630.208.3836

### **Budget Information:**

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

### **Summary:**

This ordinance establishes residency requirements for Kane County employees in the duration of their employment. Employees who reside and perform work outside of the State of Illinois significantly increases the cost of providing employment services including payroll and benefits for Kane County employees.





## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### **Title**

Amending Resolution 23-518 Approving The Kane County Per Diem Meal Rates For Calendar Year 2024

### **Committee Flow:**

Human Services Committee, Executive Committee, County Board

### **Contact:**

Jamie Loblillo, 630.208.3836

### **Budget Information:**

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

### **Summary:**

This resolution removes the IRS use of the term to indicate that receipts are not needed. Kane County reimburses actual expenses with receipt only.

SS.

COUNTY OF KANE )

# RESOLUTION NO. TMP-24-2038

**PROCLAIMING APRIL 14-20, 2024 NATIONAL PUBLIC SAFETY  
TELECOMMUNICATORS WEEK**

WHEREAS, over one-half million dedicated men and women are engaged in the operation of emergency response system for Federal, State and local governmental entities throughout the United States; and

WHEREAS, the Kane County Emergency Communications Center that receive these calls has emerged as the first point of contact for persons seeking immediate emergency assistance and is expected to multi-task under emergency conditions with compassion, accuracy, and professionalism throughout the year; and

WHEREAS, this week, celebrated annually, honors the thousands of men and women who respond to emergency calls, dispatch emergency professionals and equipment, and render lifesaving assistance to the citizens, residents, and visitors of Kane County; and

WHEREAS, County Board Chairman, Corinne M. Pierog, is authorized and requested to issue a proclamation calling on the people of the County of Kane to observe this week with appropriate ceremonies and activities.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board that the Chairman thereof may and hereby will declare the week beginning April 14, 2024 thru April 20, 2024 National Public Safety Telecommunicators Week and congratulate the dedicated and hardworking members of the Kane County Emergency Communications Center for their ongoing service rendered to the community.

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.

Proclaiming April 14-20, 2024 National Public Safety Telecommunicator Week

**Committee Flow:** Judicial Public Safety Committee, Executive Committee, County Board

**Contact:** Michelle Guthrie 630.232.5988

### Budget Information:

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

### Summary:

On October 9, 1991, the House of Representatives designated that each year the second full week of April would be dedicated to the men and women who serve as Public Safety Telecommunicators.

Edward market of Ohio addressed the House that day stating:

“Every day, in all our communities, dedicated Public Safety Telecommunicators answer our calls for assistance. They dispatch our calls for help to local police and fire departments, facilitating the execution of emergency rescue and law enforcement operations in all our districts. These public safety personnel serve as the vital links within our cities and towns, although rarely appreciated because they are not physically at the scene.”

American’s Public Safety Telecommunicators serve the public daily in countless ways without due recognition by the beneficiaries of their services. It is for that reason that this resolution requesting the County Board to authorize and request a proclamation calling on their people of Kane County to observe the week with appropriate ceremonies and activities.

STATE OF ILLINOIS )  
SS.  
COUNTY OF KANE )

## RESOLUTION NO. TMP-24-2022

### RECOGNIZING APRIL AS NATIONAL VOLUNTEER APPRECIATION MONTH

WHEREAS, National Volunteer Appreciation Month in the United States takes place in the month of April. This month is dedicated to honoring all of the volunteers in our community as well as encouraging volunteerism; and

WHEREAS, volunteers do not ask for recognition or to be paid for all their selfless work but they definitely deserve our respect and appreciation; and

WHEREAS, in FY2023 the Kane County Office of Emergency Management volunteers and members provided 11,116.34 hours of service to the county and its citizens, responding to emergency call outs, pre-planned events and details, providing traffic control, man power, Search and rescue response and public education; and

WHEREAS, it is difficult to place a dollar value on the work volunteers do, the donation time is valued at \$ 353,499.62 and enables officers, fire personnel and first responders to return to actively responding to protect the citizens.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board recognize April as National Volunteer Appreciation month and praise those volunteers that have selflessly shown up and shared their time, talent, knowledge and skills in service of others.

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**

Recognizing April as National Volunteer Appreciation Month

### **Committee Flow:**

Judicial Public Safety Committee, Executive Committee, County Board

### **Contact:**

Scott Buziecki, 630.232.5986

### **Budget Information:**

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

### **Summary:**

This resolution is recognizing the month of April as National Volunteer Appreciation Month and to recognize the hard work and dedication of the volunteers of the Office of Emergency Management.





## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### Title

Approving Adopt-A-Highway Applicants

### **Committee Flow:**

Transportation Committee, Executive Committee, County Board

### **Contact:**

Mike Way, 630.406.7359

### **Budget Information:**

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

### **Summary:**

Pursuant to Kane County Board Ordinance No. 13-267, Kane County Adopt-A-Highway Program, staff requests consideration of the attached resolution which approves the following Adopt-A-Highway applicant(s).

#### NEW APPLICANT:

1. Mooseheart Lodge 2655  
Mooseheart Road from Randall Road to IL Route 31  
1 Mile (Both sides)
2. Elgin Township Republicans  
Randall Road from IL Route 20 to Bowes Road  
1.75 Miles (West Side)
3. North Aurora Seventh-Day Adventist Church  
Orchard Road from Randall Road to Oak Street  
1.5 Miles (South Side)

#### RENEWAL:

1. Knights of Columbus #12497  
Randall Road from Silver Glen Road to Red Gate Road  
1 Mile (Both Sides)
2. Hampton, Lenzini and Renwick, INC.  
Randall Road from McDonald Road to Silver Glen Road  
1 Mile (West Side)
3. Hampton, Lenzini and Renwick, INC.  
Randall Road from Highland Road to Big Timber Road  
1.25 Miles (East Side)

4. John B. Sanfillipo & Son  
Randall Road from Big Timber Road to I-90  
1 Mile (East Side)
5. Women of the Moose  
McLean Boulevard from Bowes Road to Spring  
Street .75 Mile (Both Sides)
6. Ryan Skibinski-Edward Jones  
Randall Road from Dean Street to Crane Road  
1.25 Miles (East Side)
7. In Loving Memory of Oscar Arce  
Randall Road from Mooseheart Road to Wilson Street  
2.25 Miles (East Side)
8. St. Pat's Boy Scouts Troop 10  
Silver Glen Road from Burr Road to Randall Road  
1 Mile (Both Sides)
9. The Roberts Family  
Harmony Road from Allen Road to Getty Road  
3 Miles (Both Sides)

**EXHIBIT A**

<u>Applicants (NEW)</u>	<u>Road</u>	<u>Distance</u>
Mooseheart Lodge 2655	Mooseheart Road from Randall Road to IL Route 31	1 Mile (Both Sides)
Elgin Township Republicans	Randall Road from IL Route 20 to Bowes Road	1.75 Miles (West Side)
North Aurora Seventh-day Adventist Church	Orchard Road from Randall Road to Oak Street	1.5 Miles (South Side)

<u>Applicants (RENEWAL)</u>	<u>Road</u>	<u>Distance</u>
Knights of Columbus #12497	Randall Road from Silver Glen Road to Red Gate Road	1 Mile (Both Sides)
Hampton, Lenzini, and Renwick, INC.	Randall Road from McDonald Road to Silver Glen Road	1 Mile (West Side)
Hampton, Lenzini, and Renwick, INC.	Randall Road from Highland Road to Big Timber Road	1.25 Miles (East Side)
John B. Sanfillipo & Son	Randall Road from Big Timber Road to I-90	1 Mile (East Side)
Women of the Moose	McLean Boulevard from Bowes Road to Spring Street	.75 Mile (Both Sides)
Ryan Skibinski-Edward Jones	Randall Road from Dean Street to Crane Road	1.25 (East Side)
In Loving memory of Oscar Arce	Randall Road from Mooseheart Road to Wilson Street	2.25 Miles (East Side)
St. Pat's Boy Scouts Troop 10	Silver Glen Road from Burr Road to Randall Road	1 Mile (Both Sides)
The Roberts Family	Harmony Road from Allen Road to Getty Road	3 Miles (Both Sides)

Road

l Road

Randall Road from Big  
to I-90  
1 Mile (East Side)

Hampton, Lenzini, and P  
Randall Road from High  
Big Timber Road  
1.25 Miles (East Side)

Elgin Township Republic  
Randall Road from IL Ro  
to Bowes Road  
1.75 Miles (West Side)

Women of the Moose  
McLean Boulevard from I  
Road to Spring Street  
.75 Mile(Both Sides)

Hampton, Lenzini, and Ren  
Randall Road from McDona  
Silver Glen Road  
1 Mile (West Side)

St. Pat's Boy Scouts Troop  
Silver Glen Road from Burr  
Randall Road  
1 Mile (Both Sides)

Knights of Columbus #12497  
Randall Road from Silver Gle  
Road to Red Gate Road  
1 Mile (Both Sides)

Ryan Skibinski-Edward Jone  
Randall Road from Dean Str  
Crane Road  
1.25 (East Side)

In Loving memory of Oscar Ar  
Randall Road from Moosehear  
Road to Wilson Street  
2.25 Miles (East Side)

Mooseheart Lodge 2655  
Mooseheart Road from Randall  
Road to IL Route 31  
1 Mile (Both Sides)

# Adopt-A-Highway Map February 28, 2024

0 3,100 6,200 12,400 18,600 24,800  
0 1 2  
Feet  
Miles

M:\DotserverD\USERS\Personal\Martin\GIS\AAH\AAHmap.mxd





## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### **Title**

Approving Purchase of Three (3) V-Body and Equipment Packages Including Installation Thereof on Three (3) Tandem Axle Trucks for the Kane County Division of Transportation

### **Committee Flow:**

Transportation Committee, Executive Committee, County Board

### **Contact:**

Michael Way 630.406.7359

### **Budget Information:**

Was this item budgeted? Yes	Appropriation Amount: \$439,397
If not budgeted, explain funding source: N/A	

### **Summary:**

Description: Three (3) Body and Equipment Packages including installation on three (3) Tandem Axle Trucks

Vendor: Henderson Products, Inc.

Purchase price – Total \$439,397

Comments: These bodies and snowplow equipment will be placed on three new plow truck chassis (Res 24-1959). These bodies were bid by the Purchasing Department. The low bid is Henderson Truck Equipment. The bid tab is included. Two (2) of the body packages will be V-boxes without the pre-wet system at a cost of \$143,315 per body for a total of \$286,630. One (1) body package will be a V-box with a pre-wet system at of cost of \$152,767. These bodies are budgeted in the FY2024 Transportation Budget.

Staff recommends approval.



**KANE COUNTY**  
DIVISION of TRANSPORTATION

Carl Schoedel P.E.  
Director of Transportation  
County Engineer



41W011 Burlington Road  
St. Charles, IL 60175  
Phone: (630) 584-1170  
Fax: (630) 208-0632

**BID RESPONSE FORM  
FOR**

**(Three) V-BODY & EQUIPMENT PACKAGES  
(INCLUDING INSTALLATION)**

**BID OPENING - Tuesday, February 13, 2024 at 9:00 A.M.**

TO: KANE COUNTY DIVISION OF TRANSPORTATION

FROM: Henderson Products

**For: Three (3) V-Body and Equipment Packages Installed on Kane County Provided Truck Chassis completed and Ready for use. (As Per Specifications) (OR APPROVED EQUAL)**

**TOTAL COST FOR ( 2 ) COMPLETE PACKAGES  
Without Pre-Wet Systems**

**(\$ 286,630.00)**

**TOTAL COST FOR ( 1 ) COMPLETE PACKAGE  
With Pre-Wet System**

**(\$ 152,767.00)**

**TOTAL NET COST FOR ALL ( 3 ) COMPLETE PACKAGES INSTALLED**

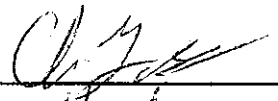
**(\$ 439,397.00)**

**PROPOSAL GUARANTEE:** Guaranteed delivery of (3) completed units ready for use, as per specifications shall be (90) calendar days or earlier from the receipt of Truck Chassis from Kane County Division of Transportation. **(bidder to fill in number of days to deliver)**

**NOTE:** A penalty of \$150.00 per calendar day will be deducted from the bid price for every calendar day that delivery is extended beyond the above set number of days from receipt of truck chassis. Completed units shall be delivered F.O.B. to Kane County Division of Transportation Located at 41W011 Burlington Rd, St Charles IL 60175. Phone (630) 584-1170

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. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE.**

**ACCEPTANCE:** This Proposal is valid for 180 calendar days from the date of submittal. (Note: At least 180 days should be allowed for evaluation and approval.)

Signature  Typed Signature Chris Fack  
Company Henderson Products  
Address 11921 Smith Dr.  
Phone # 847-754-5035 Fax # \_\_\_\_\_  
Federal I.D./Social Security # 27-11835 Date 2/12/24

In submitting this bid, it is understood that the County of Kane reserves the right to reject any or all bids and to waive all technicalities.

Payments: Payment shall be made when completed vehicle(s) and/or Equipment are delivered to and accepted by Kane County Division of Transportation.

**RECEIPT OF ADDENDA:** The receipt of the following addenda is hereby acknowledged:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_ 2024

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_ 2024



# HENDERSON

PRODUCTS, INC.

11921 SMITH DRIVE  
HUNTLEY, IL 60142  
PHONE: 847-836-4996  
FAX: 563-927-7108

## CUSTOMER QUOTE

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**SIGN  
HERE**



Single package: \$152,767.00  
Package(s) : 1  
Total: \$152,767.00

Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and/or upfit.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Quote notes:

TOTAL FOR PACKAGE WITHOUT PREWET \$143,315.00  $\times 2 = \$286,630.00$

TOTAL FOR ALL 3 pkgs = \$439,397.00



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PRODUCTS, INC.

11921 SMITH DRIVE  
HUNTLEY, IL 60142  
PHONE: 847-836-4996  
FAX: 563-927-7108

## CUSTOMER QUOTE

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To: KANE COUNTY HIGHWAY DEPT, IL  
Attn:  
Quote Date: 2/12/2024  
Valid Until: 4/12/2024

Quoted By: Chris Fack  
Phone: 847-836-4996  
Cell: 847-754-5035  
Fax: 563-927-7108  
Email: cfack@hendersonproducts.com

### Quoted:

Kane County Vbox PreWet Tandem with Wing FOR BID ON 2 13 2024

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

### Snow Plow Hitch

Reversing Cylinder Style: **None or Top mount reversing cylinders**  
Plow Portion Hitch: **Plow portion not included, existing plow**  
Hitch, Truck Portion: **Pin & loop hitch, low profile**  
Hydraulic Lift Cylinder: **4" x 2" x 10" Double Acting Nitrided Lift Cylinder**  
Custom Options: **Note Custom Details Below**  
Option 1 Description: **(1)118273 HITCH,ASSY,CUSTOM,KANE CTY.P&L**

### FSH salt / sand spreader

Spreader Model: **FSH-III Salt/Sand Spreader**  
Hopper length: **14'**  
Hopper material: **201SS - 10 GA sides/ends, 7 GA sills/floor**  
Capacity: **FSH-III 56" (9.7 CY) w/ replaceable chain shields**  
Conveyor: **Pinle chain, 3/8" x 1 1/2" crossbars**  
Gearcase: **6:1 ratio, 2" shaft, 8 tooth sprockets**  
Chute type: **Standard Dump Over Chute Same Material as Hopper**  
Spinner disk: **20" urethane spinner disk**  
Catwalks w/ truck frame mount kit: **201SS with anti-skid tape (installed)**  
Option 1 Description: **Special Kane Co Ladder pn: 87730.304 ILO Standard**  
Option 2 Description: **Kane Co Chassis Mount Kit PN: 126060.304 ILO HPI Standard**  
Option 3 Description: **Chain Basket Installed under fender DS Front**  
Option 4 Description: **Kane Co Special Spinner Assy & Berm chute ILO HPI Standard**  
Option 5 Description: **(2)118367.304 LIFT HOOK - 3/4in.,FRONT on front headsheet**  
Option 6 Description: **Kane County bolt on 25x84 cs ref: 125377.304/side board pock**  
Option 7 Description: **Heavy Duty Lift Hooks on edgate pn: 118358.304**  
Option 8 Description: **14ga 201ss catch pans prevent matrl on frame rails**  
Option 9 Description: **20deg slop of endgate and 1/4in. wall tube cross sills**  
Option 10 Description: **2 hole external light box pn: 118357.201, INSTALLED**

### Henderson Wing System

WING CONFIGURATION TYPE: **LIGHT DUTY**



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# HENDERSON

PRODUCTS, INC.

11921 SMITH DRIVE  
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## CUSTOMER QUOTE

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WING SYSTEM: **REAR OF CAB SYSTEM**  
REAR BRACE LOCATION: **REAR BRACE AHEAD OF REAR AXLES**  
WING SIDE LOCATION: **RIGHT HAND SIDE**  
TRIP TYPE: **ADJUSTABLE TRIP EDGE MOLDBOARD**  
WING BRACES: **1 SHOCK BRACE**  
CUTTING EDGE LENGTH: **8' CUTTING EDGE**  
CUTTING EDGE MATERIAL: **5/8 X 8 TOP PUNCH CUTTING EDGE**  
MOLDBOARD MATERIAL: **10GA GR50 CURVED MOLDBOARD**  
MOLDBOARD HEIGHT AND SHAPE: **32" STRAIGHT MOLDBOARD**  
MOLDBOARD DISCHARGE: **6" FLARE ON DISCHARGE W/BEAD**  
MOLDBOARD BOTTOM ANGLE: **4 X 4 X .50 BOTTOM ANGLE**  
MOLDBOARD TOP FLANGE: **MOLDBOARD BOXED-IN TOP FLANGE**  
MOLDBOARD ADD ONS: **MOLDBOARD CENTER LIFT EYE**  
FRONT MAST TYPE: **8" LIFT/11" CYL HYD FRONT MAST**  
FRONT MAST MOUNT: **FRONT CROSSTUBE & CHEEKPLATES**  
REAR SUPPORT AND MAST: **CHEEKPLATES W/REAR CROSS TUBE**  
MOLDBOARD HEEL LIFT: **FRONT MLDBRD HEEL LIFT, 3" CYL**  
PAINT: **MB STD ORANGE, ALL ELSE BLACK**  
Option 1 Description: **Wing to be 9ft. ENSURE CUSHION VALVE IN MOUNT PACK**  
Option 2 Description: **w/power slide kit and carbide cutting edges**  
Option 3 Description: **school bus yellow in color**  
Option 4 Description: **use qty of 1 each part 118269 135351 135419 89860**  
Option 5 Description: **EQPMT (FSH, HWS, & PWS) TO MEET KANE CO BID, REF COP 243039**

### PWS liquid pre-wetting system

Power Source: **Hydraulic Powered Pump**  
Application: **V-box spreader**  
Product Size: **Full Size V-Box 14FT Long or Longer**  
Control Box: **No Valve, Hydraulic Powered Pump and Flow Meter**  
Pump: **Standard 4.1 GPM Bronze Gear Pump**  
Tank Size: **(2) 200 Gal Poly Tanks w/plumb & HW Requires 24" Bracing**  
Spray Assembly: **Std Variable Displacement Nozzle Assembly**  
Prewet Installed: **Installation on FSH**  
Mounting Hardware: **304SS frame mount hardware for FSH**  
Flush Kit: **System flush kit**  
Option 1 Description: **Brass Nozzles ilo VDO hose**

### One-way snow plow

Trip Option: **Full trip with 2 external compression springs**  
Plow Length: **11' length**  
Moldboard Height: **40" input height, 56" discharge height**  
Moldboard Sheet Material: **10 GA GR50 steel (standard)**  
Hydraulic Cylinders: **4" x 2" x 10" reversing nitrided cylinders**  
Hitch, Plow Portion: **Pin and loop oscillating hitch**



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# HENDERSON

PRODUCTS, INC.

11921 SMITH DRIVE  
HUNTLEY, IL 60142  
PHONE: 847-836-4996  
FAX: 563-927-7108

## CUSTOMER QUOTE

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Plow Portion Installed on Plow: **Yes**  
12" Rubber Deflector: **Yes, w/ SS Backer**  
Install Rubber Deflector: **Yes**  
36" Plastic Side Markers, Pair: **Yes**  
Parking Jack, Screw Adjustable: **Yes**  
Install Parking Jack: **Yes**  
Cutting Edge: **Carbide cutting edge with steel cover plate**  
Option 1 Description: **Tubular pushframe ilo angle**  
Option 2 Description: **Moldboard to be painted School Bus Yellow**

### Installation Workup

Facility: **IDC-IL**  
Chassis Delivery To Henderson: **Truck Dealer/Customer Delivers**  
Completed Truck Delivery Method: **Henderson Delivers (100 miles or less)**  
Chassis Make: **Kenworth**  
Chassis Model Yr: **2024**  
Chassis Model: **t480**  
Vin Number: **tbd**  
Useable CA/CT: **110in.**  
Front Frame Ext?: **Yes**  
Frnt Frame Ext Type: **Full**  
Front Frame Wall: **Single Wall**  
Front Frame Width: **34"**  
Pump Location: **Transmission Mount Pump**  
Transmission Type: **Automatic**  
Transmission Model: **Allison Transmission**  
Chassis Options 1: **MOVE AIR TANK TO BOC**  
Chassis Options 2: **(1)177792 VALVE,MONO-BLOCK,12MP/08MP (FOR AUGER REVERSE)**  
Chassis Options 3: **LABOR TO MOVE BATTERY BOX**

Hitch Type: **Hercules Hitch**  
Mount Type: **Engineered Truck Hitch (sales to order hitch w/ unit)**  
Mount Spec: **(1)181394 MOUNT PACK,HITCH,INT,KANE CTY**  
Front Bumper: **OEM Bumper Cut and Split**  
Hitch Options 1: **(2)161658 TOW HOOK**

Front Plow Type: **Standard Henderson Plow**  
Plow Markers (Front Plow): **IDC Install of fact supplied markers, sales to order w/ unit**

Rubber Deflector Install: **Supplied/Installed @ Factory, sales to order w/ unit**  
Plow Jack Install: **Supl'd/Instl'd on plow @ Factory, Sales order with unit**

Wing Type: **Install HWS Patrol Wing (non-extendable)**  
Wing Stop: **Yes (factory supplied)**  
Plow Markers (Wing Plow): **IDC Install fact supl'd marker, pair, sales order w unit**

Trav Positioner/Marker: **Travel Marker Installed**



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Sourcwell  
Awarded Contract





# HENDERSON

PRODUCTS, INC.

11921 SMITH DRIVE  
HUNTLEY, IL 60142  
PHONE: 847-836-4996  
FAX: 563-927-7108

## CUSTOMER QUOTE

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Wing Options 1: (1)82189A TUBE,RND,304SS,.750DX.065W-96in.  
Wing Options 2: (1)158711.201 BRKT,MARKER,WING  
Wing Options 3: (1)166569 CORD,RETRACTILE,14 AWG,

Spreader Type: **FSH**  
FSH Drive Type: **Hydraulic**  
FSH Mount Type: **Chassis Mount**  
Chassis Mount Kit: **Factory supplied, installed @ IDC (sales to order with unit)**  
FSH Spinner Configuration: **Standard Spinner install**  
Spreader Options 1: (2)175238 WORK LIGHT FOR WING AND SPINNER  
Spreader Options 2: **TIME & MATERIALS FOR C/S SS TUBING FOR WIRES**  
Spreader Options 3: **Custom Kane County Spinner Configuration & chassis mount kit**

Prewet/Liquid System: **V-box Prewet System**  
System Type: **FSH**  
Drive Configuration: **Hydraulic Drive, Factory Installed (Sales to order w/unit)**  
Controls: **Supplied by IDC (sales to order w/ hyd cntrls)**  
Flush Kit: **Supplied by factory, Installed @ IDC (sales to order w/unit)**  
Liquid Options 1: (5)175240 IGH, CLEARANCE, 2.5in. RED, FOR 45 DEGREE ON CAT WAL  
Liquid Options 2: (2)175239 LIGHT, CLEARANCE, 2.5in. AMBER,  
Liquid Options 3: (2)163836 LIGHT, 4in. ROUND, LED, BACK UP FOR PETERSON LIGHTS IN

### Liquid Details:

Chassis Accessories: **Yes (SELECT RELATED OPTIONS BELOW)**  
Mudflaps (Rear): **Swinging w/Logo**  
Mudflap Type (Rear): **36" Swinging, SS (with LOGO)**  
Mudflaps (Front): **Frame Mounted w/Logo**  
Mudflap Type (Front): **Frame Mntd, Rubber, SS w/anti-sail brackets W/Logo**  
Trailer Plug (1): **7 Pin Trailer Plug, Truck end 7-Way RV, new style (municipal)**  
Truck Wash: **Complete Truck Wash/Clean/Vac 1**  
Warranty: **Standard 1 Year Warranty**  
Inspection: **Walk-around meeting only**  
Reflective Tape: **Reflective Tape, Henderson Logo (60' Linear)**  
Chassis Install Options 1: (1)161060 PINTLE HOOK, 30 TON, HOLLAND  
Chassis Install Options 2: (1)149857 PLATE, PINTLE, KANE CO  
Chassis Install Options 3: (1)181382.201 PACK, LIGHT, PLOW, MIRROR, INT, KANE CTY  
**INT HV607**

Electrical: **Yes (SELECT RELATED OPTIONS BELOW)**  
Power Distribution Panel: **Power Distribution Panel**  
Plow Lights: **Plow Lts, Hella 220, HALO, Except Frtlr/Mack/Pbilt (PAIR)**  
Plow Light Brackets: **Plow Lt Hood Brckts, SS, INTERNATIONAL**  
Worklight(s) QTY: (QTY 1) **Work Light (Select type below)**  
Worklight (1) Type: **LED, Worklight, 4in Round (Optilux)**  
Worklight (1) Gen Location: **On rear of body**  
Cabshield S/T/T: **QTY 2, 6.5" LED S/T/T for Cabshield (order boxes w/unit)**  
Cabshield Lighting Harness: **Cabshield STT Only**



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# HENDERSON

PRODUCTS, INC.

11921 SMITH DRIVE  
HUNTLEY, IL 60142  
PHONE: 847-836-4996  
FAX: 563-927-7108

## CUSTOMER QUOTE

Page 5  
Quote #180321  
Rev #42

Spreader Rear (S/T/T): LED S/T/T, kit (NY/NJ) (order holes)  
Back up alarm: Backup Alarm, 97db  
License Plate Lights: IDC Supplied License Plate Light Gray Housing  
Backbone & Wire Standoffs: 14' Backbone (For TA)  
Electrical Install Opt 1: (2)108599 LIGHT,STT,RED,4,LED,FOR PETERSON LIGHTS IN  
CATWALK  
Electrical Install Opt 2: (1)150464.201 BRKT,BULKHEAD,TGS,NO PINTLE  
Electrical Install Opt 3: (1)160106 LIGHT BOX,OVAL,SINGLE,SS (FOR WING)  
Electrical Install Opt 4: (4)182580 PETERSON,AMBR,OVL,LED; (4)182578 PETERSON  
GROMME  
Electrical Install Opt 5: (1)163142 SHUT DOWN,PUMP,OVERRIDE SWITCH

### Electrical Spec Notes:

Hydraulics: Full Hydraulic Package  
Hyd Supplier: Force America (Select Pkg Below)  
Hyd Supplier (Spec): QT001-1343436-1  
Controls Type: Electric Controls  
PTO Type: Included in Hydraulics Package  
Reservoir Type: Supplied With Hydraulics  
Valve Enclosure Type: Supplied With Hydraulics  
Low Oil Shut Down: Yes, included in Hyd Pkg  
High Temp Oil Shut Down: Yes, included in Hyd Pkg  
Low Oil Indicator: Yes, included in Hyd Pkg  
Return Filter: Provided with Hydraulics  
SS Tubing Upgrade: TA,Rear Lines Only, 9' Lines  
Quick Coupler Upgrade: Stainless Steel Quick Couplers  
Wing Toe Q-Coup Upg: (2PR) Wing Toe Q-Coupler (SW)  
Wing Heel Q-Coup Upg: (4PR) Wing Heel Q-Coupler (SW)  
Spinner Q-Coup Upg: (2PR) Spinner Q-Coupler (1S)  
Auger Q-Coupler Upg: (2PR) Auger Q-Coupler  
Prewet Q-Coupler Upg: (1PR) Prewet Q-Coupler  
Hyd Options 1: (8)184089 KIT, LIGHT,STROBE,W/ PLUG  
Hyd Options 2: (1)177663 VALVE,DOUBLE SELECTOR,#12  
Hyd Options 3: (1)162277 KIT,ARM,FLOOR MOUNT  
Hyd Options 4: (1)HTE34 PLATE,MOUNT,FRNT MT PUMP  
Hyd Options 5: (1)147679.201 BRKT,MOUNT,DISCONNECT,ELEC

### Hydraulics Notes:

Force America 6100 Spreader Controller









## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### **Title**

Approving an Agreement with Genuine Parts Company DBA Napa Auto Parts of Atlanta, Georgia for Non-OEM Auto Parts and Supplies for the Kane County Division of Transportation

### **Committee Flow:**

Transportation Committee, Executive Committee, County Board

### **Contact:**

Michael Way 630.406.7359

### **Budget Information:**

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

### **Summary:**

Approving the contract to purchase Non-OEM Parts via Napa Auto parts for Kane County Division of Transportation

Vendor: Napa Auto Parts

Comments: Kane County Division of Transportation staff worked with the Purchasing Department to find a contract with Napa Auto Parts via Sourcewell contract 032521-GPC for the purchase of non-OEM parts and supplies for vehicles and equipment. This is in the FY24 Transportation Budget.

Staff recommends approval.

## NAPA Auto Parts Sourcewell Pricing Discount 1/1/2022

Category Description	Category Discounts
1. Air Conditioning	52%
2. Alternators and Starters	53%
3. Batteries	46%
4. Bearings, Ball and Roller	55%
5. Belts and Hoses	48%
6. Brakes	56%
7. Electrical and Ignition	52%
8. Emissions, Sensors and Exhaust	54%
9. Engine and Drive Train	52%
10. Filters, Oil, Gas, Air and Transmission	72%
11. Gaskets and Seals	50%
12. Heating and Cooling (Engine)	53%
13. Lamps, Lighting and Mirrors	53%
14. Oils, Chemicals, Fluids and Lubricants	52%
15. Pumps, Fuel and Water	52%
16. Suspension, Shocks, Struts and Steering	52%
17. Wipers/Washers	59%
18. Winter Accessories	54%
19. General Automotive Parts	50%
20. Automotive Repair Shop Supplies and Equipment/Tools (e.g., cleaning supplies, wrenches, etc.)	46%

**Solicitation Number: RFP #032521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Genuine Parts Company dba NAPA Auto Parts, 2999 Wildwood Parkway, Atlanta, GA 30339 (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. Sourcewell issued a public solicitation for Aftermarket Vehicle Parts and Supplies from which Vendor was awarded a contract.

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 May 19, 2025, unless it is cancelled sooner pursuant to Article 22. 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 14 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 or remanufactured to OEM standards. 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.** All Equipment and Products supplied pursuant to the Contract are subject to the terms of written warranties provided by the manufacturer of each Product and Equipment, and Vendor shall use reasonable commercial efforts to assist the Member in processing all warranty claims that the Member may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Member in connection with any claims concerning the Products and Equipment supplied pursuant to the Contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Member upon request. Vendor will pass through all available warranty benefits from the applicable manufacturer to the Member to the extent permitted by contract or law.

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.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event that any Product or Equipment does not conform to the manufacturer's warranty, the Member may return such Product or Equipment to Vendor and Vendor will process the Member's warranty claim with the manufacturer of the defective Product or Equipment. After the manufacturer has accepted the claim from Vendor, Vendor, as the Member's sole and exclusive remedy and Vendor's sole liability, shall either, at its option: (i) replace the defective Product or Equipment with a conforming Product or Equipment; (ii) repair the defective Product or Equipment; or (iii) issue a credit or refund for the price of the Product or Equipment.

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 Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell 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 Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell 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 participating entities 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, or other required transaction documentation, 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. **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.

D. **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.

E. **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 Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell 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 Sourcewell 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;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Vendor will pay an administrative fee to Sourcewell 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 payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. 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. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six 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. Audit results will be based upon overcharges and undercharges being combined to determine the net impact.

B. **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.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **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.

E. **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. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **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 reasonable attorneys' fees, arising out of the negligent acts or omissions or intentional misconduct of Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have arisen from such negligence or intentional misconduct.

## **12. 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.

## **13. 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.
- d. The licenses granted under this Section 13 are subject to the respective intellectual property usage guidelines and terms and conditions of each party.

4. Vendor agrees to provide an indemnity for intellectual property claims based on intellectual property rights owned by Vendor, but cannot provide a direct copyright, trademark, or patent indemnity for the Products or Equipment supplied pursuant to the Contract, as Vendor does not manufacture the Products or Equipment. Vendor agrees to use commercially reasonable efforts to assist the Member in processing any infringement claim against the applicable manufacturer.

5. *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.

#### **14. 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.

#### **15. 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.

#### **16. 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.

#### **17. 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 direct 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.

## **18. 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. *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.

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. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial



general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor but only to the extent of Vendor's indemnity obligations under the Contract. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds but only to the extent of Vendor's indemnity obligations under the Contract.

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/SELF-INSURED RETENTION.** 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-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** Vendor will 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.

## **20. 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.

## **21. 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 provided that any such additional requirements must be accepted in writing by Vendor for any such requirements to be binding on Vendor. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies in the event that (i)a Participating Entity will access Vendor’s Equipment, Products, or Services with United States federal funds, and (ii) Vendor has provided its prior written consent.

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.

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 endeavor to 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

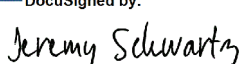
also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

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.

## 22. CANCELLATION

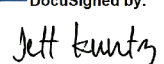
Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell


DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer

Date: 5/13/2021 | 8:56 PM CDT

Genuine Parts Company dba  
NAPA Auto Parts

DocuSigned by:  
  
By: BBF6652DCC21445...  
Jett Kuntz  
Title: Vice President of IBS Fleet &  
Government

Date: 5/13/2021 | 1:30 PM PDT

Approved:  
DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 5/13/2021 | 9:02 PM CDT

# RFP 032521 - Aftermarket Vehicle Parts and Supplies

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## Vendor Details

Company Name: Genuine Parts Company dba NAPA auto Parts

Does your company conduct business under any other name? If yes, please state: NAPA Auto Parts

Address: 2999 Wildwood Parkway  
Atlanta, Georgia 30339

Contact: Don Lachance

Email: don\_lachance@genpt.com

Phone: 404-386-4157

Fax: 404-386-4157

HST#: 580254510

## Submission Details

Created On: Thursday February 04, 2021 12:06:53

Submitted On: Wednesday March 24, 2021 12:40:50

Submitted By: Don Lachance

Email: don\_lachance@genpt.com

Transaction #: 96dfea54-3674-46b7-9841-49ff0c0e367b

Submitter's IP Address: 136.228.200.34

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" 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):	Genuine Parts Company d.b.a. NAPA Auto Parts	*
2	Proposer Address:	2999 Wildwood Parkway Atlanta, GA 30339	*
3	Proposer website address:	www.genpt.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):	Jett Kuntz Vice President of IBS, Fleet & Government 2999 Wildwood Parkway Atlanta, GA 30339 Jett_Kuntz@genpt.com 770-855-2221	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Don Lachance Government Sales Manager 2999 Wildwood Parkway Atlanta, GA 30339 Don_Lachance@genpt.com 678-934-5057	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *	
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>Genuine Parts Company, founded in 1928, is a Fortune 200 (NYSE: GPC) service organization engaged in the distribution of automotive replacement parts, industrial replacement parts and electrical/electronic materials.</p> <p>In 1928, Carlyle Fraser founded GPC with the purchase of Motor Parts Depot in Atlanta, Georgia for \$40,000. He then renamed the parts store Genuine Parts Company. The original GPC store had annual sales of \$75,000 and had only six employees.</p> <p>Over the last 93 years, GPC, in relationship with NAPA, has grown rapidly as the number of independent car repair garage shops has increased. From the beginning, GPC stressed swift, reliable service to outflank the competition.</p> <p>GPC has continued to grow through the acquisition of other companies in the automotive and industrial industries. Today, the Company serves tens of thousands of customers from more than 3,600 operations in the United States, Canada, Mexico, Australia, New Zealand, Indonesia, Singapore, France, the U.K., Germany, Poland, the Netherlands, Belgium, and China and has approximately 50,000 employees and annual revenues exceeding \$19 billion.</p> <p>With more than 93 years of distribution expertise, GPC's commitment, and reputation for just-in-time service position us as a critical partner in our customers' success.</p>	*



8	What are your company's expectations in the event of an award?	<p>Our expectations are to engage our 6,000+ company and independent NAPA stores and 52 distribution centers across the US to train their sales team on the benefits of our Sourcewell contract and how to reach out to current and potential members regarding their aftermarket parts needs. Additionally, we plan to service Sourcewell members with national coverage (U.S.) in the category by providing them new equipment to meet their shop equipment needs.</p> <p>NAPA Canada is under the GPC umbrella, but operates as a separate entity. We feel that Canadian Sourcewell Members can utilize this response. Pricing will be different in terms of the currency and other variables. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada.</p> <p>Between NAPA US and NAPA Canada, we attend dozens of industry events each year that allow us to promote our solutions and our contracting options through Sourcewell. The Sourcewell partnership will be a large part of our marketing and promotional focus over the life of the contract.</p>	*
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.	GPC has had 93 years of profitable growth and 63 years straight of increased dividends to our Stock Holders. Our company results are made public and are posted under the Investor page at <a href="http://www.genpt.com">www.genpt.com</a> . We have also included our 2019 Annual Report in the attached documents for this RFP.	*
10	What is your US market share for the solutions that you are proposing?	NAPA's government business includes municipal, state, K-12 districts and higher education customers. Based on several published sources, we estimate our aftermarket light-, medium- and heavy-duty parts market share at approximately 6 percent.	*
11	What is your Canadian market share for the solutions that you are proposing?	In 2020, we've estimated the Fleet market at \$3B in Canada and NAPA's Canadian share was approximately \$369M, or 12%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Genuine Parts Company has never petitioned for bankruptcy protection in our 93-year history.	*
13	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. 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? 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>Our company is both a distributor/dealer/reseller and a service provider with respect to this contract and is authorized to act as such for the products and services proposed in this RFP.</p> <p>a) Distributor/Dealer/Reseller: GPC/NAPA has an internal supply chain of NAPA branded aftermarket parts and supplies that we distribute through our 52 distribution centers and 6,000+ retail stores in the US and eight distribution centers and 600+ retail locations in Canada. These stores are a mix of company-owned and independent locations that exclusively are authorized to distribute aftermarket NAPA branded parts.</p> <p>The NAPA catalog of parts contains more than 465,000 SKUs of automotive parts, supplies, tools and equipment. Our network of 52 distribution centers and 6,000 retail stores (5,000 independent and 1,000 company) are the only authorized distributor and reseller of the parts that we propose in this RFP.</p> <p>Our 5,000 independent stores will all be bound by this agreement and will be authorized to sell per our Sourcewell contract, should we be awarded.</p> <p>b) Not only is NAPA a distributor of parts, but we leverage our distribution chain that gives nightly access to inventory at all distribution centers, parts delivery services, and our relationships with vendors that allow Sourcewell customers to order directly when needed to support their fleets.</p>	*
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.	GPC has all the licenses necessary to purchase, warehouse, transport and distribute for the commerce contemplated in this RFP. We hold these licenses and certifications in Canada, all 50 States in the US, Guam, Mexico, Australia, and Europe for the products we distribute and services we provide throughout these countries.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	GPC has not been suspended or disbarred from the delivery of parts or services outlined in this RFP.	*

**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	<p>In 2019, Jett Kuntz, Vice President of NAPA IBS, was awarded the Sourcewell Pioneer award at Sourcewell's H20 conference for his vision, commitment and drive to grow our current contracts with Sourcewell. In the last five years, our contracts have grown exponentially through Jett's and the NAPA Fleet team's commitment to cooperative purchasing. In their press release announcing the award, Sourcewell stated:</p> <p>"Jett has supported Sourcewell's mission beyond cooperative purchasing. He shows great respect for other people in a manner that is rarely as authentic and genuine. He is committed to the cause, confident in supporting what they commit to, and willing to go where others cannot see a way. And like the other Sourcewell Pioneers, he has always been willing to share information and ideas with fellow vendors to help them grow their contracts. He was part of our 1st Vendor Advisory Committee and remains an active committee member helping guide our growth and represent the vendor voice as we plan for Sourcewell's future."</p> <p>Our parts supply business is also awarded with the successes of our customers. Over the past decades our NAPA customers have received hundreds of local and national awards. In Government Fleet Magazine's 2019 Leading Fleet Awards, dozens of fleet organizations received awards of operational excellence and have attributed part of their success to NAPA. These awards are given to the best fleets for their use of industry best practices, forward-thinking initiatives and in many cases revolutionary contracting solutions. This is one of the highest honors in government fleet business.</p>	*
17	What percentage of your sales are to the governmental sector in the past three years	In the past five years, we have exceeded 5 percent of our Automotive Parts Group sales in the government sector.	*
18	What percentage of your sales are to the education sector in the past three years	Of our government business, approximately 12 percent of our sales are in the education market (K-12, Higher Education).	*
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?	<p>Sourcewell-Aftermarket Parts and IBS \$95,000,000</p> <p>NASPO ValuePoint -Aftermarket Parts, Tools &amp; Equipment \$36,000,000</p> <p>E&amp;I Educational Cooperative \$550,000</p> <p>Texas BuyBoard - Aftermarket Parts Oils &amp; Lubricants \$1,000,000</p> <p>ST of GA \$11,000,000</p> <p>ST of WA \$10,500,000</p> <p>ST of NJ \$6,800,000</p> <p>ST of MA \$5,500,000</p> <p>ST of VA \$4,500,000</p> <p>ST of LA \$4,600,000</p> <p>ST of CA \$4,800,000</p> <p>ST of WV \$3,400,000</p> <p>ST of CT \$3,200,000</p>	*
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?	GPC/NAPA holds no GSA schedules at this time.	*

**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 *	
State of Georgia	Mary Zirock Chief Procurement Officer	404-631-1218 mzirock@dot.ga.gov	*
City of Sacramento, CA	Mark Stevens Fleet Manager	916-808-5869 mstevens@cityofsacramento.org	*
State of Iowa	Nancy Wheelock Purchasing Agent III Department of Administrative Services	515-725-2268 nancy.wheelock@iowa.gov	*



**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 *	
State of Georgia	Government	Georgia - GA	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = \$12,500.	2020: \$15,619,859 2019: \$10,490,747 2018: \$11,000,000	*
State of Washington	Government	Washington - WA	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = \$17,500.	2020: \$9,138,386 2019: \$10,209,336 2018: \$8,800,000	*
State of New Jersey	Government	New Jersey - NJ	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = \$9,170.	2020: \$5,654,831 2019: \$7,244,318 2018: \$6,500,000	*
State of Tennessee (Sourcewell Contract)	Government	Tennessee - TN	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = \$18,500.	2020: \$5,612,763 2019: \$6,173,588 2018: \$6,500,000	*
Louisiana State University	Education	Louisiana - LA	Deliver automotive and HD parts, tools and equipment with same-day service to all University locations.	Average size of transaction = \$58,777.	2020: \$4,547,197 2019: \$4,584,579 2018: \$3,311,418	*

**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.	<p>Total Estimated U.S. &amp; Canada GPC Employees = 45,000</p> <p>We have a national Sourcewell sales initiative managed through Don Lachance, NAPA's government fleet sales manager. Our 52 distribution centers also have dedicated Territory Sales Managers, Commercial Sales Managers and Wholesale Managers, comprising 400+ sellers directly in the market. Finally, our 6,000+ NAPA stores have their own direct sales teams to help promote Sourcewell opportunities.</p> <p>All in, NAPA has more than 6,500 people who have a responsibility to promote and sell the Sourcewell contract in the U.S. and Canada.</p>	*

24	Dealer network or other distribution methods.	<p>GPC in 2021 owns and operates 52 distribution centers located throughout the United States that have return privileges with most of their suppliers, which protects GPC from inventory obsolescence.</p> <p>These distribution centers are located in 40 states and service approximately 1,000 domestic company-owned NAPA AUTO PARTS stores located in 45 states and approximately 5,000 independently owned NAPA AUTO PARTS stores located in all 50 states. NAPA stores, in turn, sell to a wide variety of customers in the automotive aftermarket. Collectively, these independent automotive parts stores account for approximately 61% of the total U.S. APG sales and 22% of GPC's overall total sales.</p> <p>When a Sourcewell member customer orders a part, directly or online, the first resource to fulfill that request will be the nearest NAPA servicing store. If the part is in stock, it will be delivered to the customer within an agreed upon time frame, and maybe included in a daily/nightly shuttle delivery. If the part is not in stock at the nearest store, secondary and tertiary NAPA stores will be sourced from and the part will be included in a one-off or scheduled delivery. In situations where the part is not available at any nearby NAPA stores, our Distribution Centers carry millions of dollars of inventory that can be used to fulfill the request. As a final resort, we can always contact the part manufacturer directly to explore direct sourcing options.</p> <p>In all situations, there is a local team of sourcing experts who are dedicated to fulfilling all requests by Sourcewell members.</p>
25	Service force.	<p>As mentioned in our response to Question #23, we have more than 45,000 people dedicated to ensuring the parts Sourcewell customers need are available and delivered on time across the US and Canada.</p> <p>From a product availability standpoint, having 52 DCs enables NAPA to provide product as close to the customer as possible in most states including Alaska, Hawaii, and most US Territories. This is facilitated through the DC delivery process of deliveries to all 6000 stores a minimum of 5 times per week. NAPA uses a process of vehicle registration and product data to stock our DCs and stores by ZIP code. This ensures that we have a market specific product mix in each of our stores. NAPA 's DCs have on average \$6 -\$ IOM in inventory. Store sizes vary in size and scope, but with 6,000 in the US alone, we have one of the best store footprints in the automotive aftermarket. NAPA has 6000 thousand stores with between 2 and 6 delivery vehicles per store servicing the Sourcewell members and hundreds of tractor trailers delivering to the stores each night.</p> <p>Our personnel in each distribution center provide a comprehensive mixture of sales and product specialists that are available to service Sourcewell members. The list below illustrates the positions and the individuals focused on the sales and services contemplated in this RFP:</p> <ul style="list-style-type: none"> <li>• Sales Manager</li> <li>• District Manager</li> <li>• Wholesale Manager</li> <li>• Commercial Sales Managers</li> <li>• Major Account Government Sales Manager</li> <li>• Territory Sales Managers 3 to 5</li> <li>• Commercial Sales Pro (Outside Sales Representative) one per GPC owned store, 2 to 25, depending on the number of company-owned stores</li> <li>• Store Sales Counter people</li> <li>• Independent NAPA store owners, outside sales, and counter people</li> </ul> <p>In total, there are nearly 10,000 people involved in the distribution of parts to, and customer satisfaction of, all of our Sourcewell member partners.</p>

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>Our customer service program begins when the customer places an order and stays involved throughout the lifecycle of each order and the overall contract. When customers place an order directly with their servicing NAPA store, online via NAPA ProLink, or through a punchout in their enterprise system, customer service functionality is built into the process to address questions and issues as they arise.</p> <p>When it comes to delivery times, NAPA's standard metrics are as follows:</p> <ul style="list-style-type: none"> <li>• In-Stock Parts Ordered                      Delivered within 60 minutes or less</li> <li>• Non-Stocked Parts Ordered                  Delivered the next day</li> <li>• Rare or Special Parts Ordered              Delivered within 2 days</li> </ul> <p>NAPA has a special delivery feature that other providers do not offer. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal.</p> <p>For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's manufacturer and have the part shipped directly to them, even next day, via UPS.</p> <p>NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping.</p> <p>Finally, our customer service program continues after the purchase to support warranty claims on qualified products, as well as core credit and return processing. In the case of such types of return transactions, NAPA's local team is there to facilitate the process with the local NAPA DC or directly with product manufacturers to get each Sourcewell member the parts they need and the credits they are owed.</p>	
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>GPC/NAPA is a current Sourcewell contract holder and is able and willing to provide all parts and services expressed in this RFP. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here.</p> <p>We have outlined our service and distribution network in several questions so far, so we would like to discuss our ability to promote this contract, if awarded. We have learned that educating our dealer locations on the specifics of the Sourcewell contract and their responsibilities to seek out lists of target Sourcewell contracting agencies is the first line of success for NAPA and Sourcewell.</p> <p>We also have a headquarters support network that helps us stay on track with our commitments to Sourcewell and its members by monitoring contract activity and promoting the cooperative purchasing message across our entire enterprise.</p> <p>The ability to provide these products and services starts and ends with effective communication and execution of the program to our 6,000 stores that deliver the value to Sourcewell members daily.</p>	

28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>NAPA Auto Parts (UAP Inc.) has a wealth of resources, both in the field and in the office across Canada to implement large agreements such as requested by Sourcewell. We have resources at our head office in Montreal as well as in each region including the Pacific/West, Ontario, Quebec and the Atlantic. NAPA will allocate the necessary resources to ensure Sourcewell's needs are met.</p> <p>Across Canada, we have over 4,800 full-time direct employees servicing our stores, distribution centers and offices. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here.</p> <p>The NAPA Auto Parts Division is a network made up of automotive parts and accessories stores and paint and body product stores. We have nearly 600 NAPA Auto Parts stores across Canada and over 50 NAPA CMAX Paint and Body Shop Supply Stores.</p> <p>It also includes 8 distribution centers across Canada including the Atlantic, Quebec, Ontario, West and Pacific regions. Including 1 logistic center in Long Sault, Ontario.</p> <p>Napa will be supporting the Sourcewell contract amongst 4 regions across Canada: Atlantic, Quebec, Ontario and the Western region. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NAPA has a strong presence in every region and is fully capable of serving the US and Canadian geographical locations described in this RFP of current and future members and represented associations. NAPA has a national presence from coast to coast across both the US and Canada. Thanks to our 6,000-store US and 600-store Canadian network and our strategic distribution center locations, we can meet all members' needs in a short amount of time, wherever they are operating.	*
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?	NAPA stores will cover all 50 states and all areas in those states with same to next day service. NAPA also services all 10 provinces in Canada through this contract with 600 NAPA Canada/UAP stores that can offer the same services at the Canadian pricing provided in this RFP.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no general contract restrictions that apply to any location in the US that NAPA services, including Hawaii, Alaska and US Territories. NAPA does not have locations in Puerto Rico.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
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32	<p>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.</p>	<p>NAPA's general marketing program strategy to promote the contract nationally will be to provide a full array of marketing flyers, sales sheets, and announcements through announcement bulletin utilization for both the new award and updates during the contract period. The implementation of those aspects will bring visibility to the Sourcewell member in our stores through the mobilization of our field sales force.</p> <p>Specific training videos have already been put in place in support of the contract we currently have to train sales management, store owners, outside salespeople, and store employees. This training will directly increase the marketability of the contract throughout our sales organization. Co-branding of our logos will be incorporated on these pieces to inform the recipients of our "regular" marketing collateral to inform that NAPA is a Sourcewell contract holder. If awarded, Sourcewell contract details will be communicated through our national bulletin process.</p> <p>This program bulletin communicates to all 6,000 stores, Field Sales Management, and all direct sales teams the specifics of the new contract, the contract pricing, and the intent of the program through the contract award.</p> <p>Once published, the bulletin will be available through our internal website entitled NAPA Connect. This site is where all stores and field management go to see and understand all the national account programs that NAPA provides to its stores. If awarded, Sourcewell will continue to be classified in our national account programs.</p> <p>NAPA has a great deal of system or legacy knowledge built into our culture based on the number of years that we have enjoyed the contractual relationship, but our communication will not take that for granted.</p> <p>NAPA has a national team dedicated to marketing and growing our most important contracts, including everything Sourcewell. In addition to training this team on selling the value of our Sourcewell contract, we have headquarters-driven digital and print marketing efforts as well. Below are several examples of our available marketing materials and efforts and samples will be provided as attached documents.</p> <ul style="list-style-type: none"> <li>• Salesforce.com – customer relationship management software that has been customized to track communications, lead progress, contract status, success metrics and more for Sourcewell prospects and existing customers. This allows our sales team to sell the program more efficiently.</li> <li>• Print Materials – marketing materials available to our sales team and customers include Sourcewell customer case studies, Sourcewell benefits and process flyers, customer information packet content and more.</li> <li>• Presentation Materials – our team has access to a predeveloped suite of digital content and presentation materials (PowerPoint slides) that promote the benefits of implementing Sourcewell contracts.</li> <li>• Video Content – we are in the process of developing specific video content that discusses Sourcewell opportunities with existing IBS customers using the contract. These videos will be available for use in presentations, on our website, on social media and more.</li> <li>• Fleet Industry Events – NAPA sales and marketing experts attend more than 50 industry events across the US and Canada each year and we make specific efforts to promote the Sourcewell contract at each one where it applies. Some of the most significant industry events we attend on a regular basis include: <ul style="list-style-type: none"> <li>National Events <ul style="list-style-type: none"> <li>o NAFA I&amp;E <a href="http://www.NAFA.org">www.NAFA.org</a></li> <li>o Government Fleet Expo (GFX) <a href="http://www.governmentfleetexpo.com">www.governmentfleetexpo.com</a></li> <li>o FleetCon presented by FleetPros <a href="http://www.FleetPros.org">www.FleetPros.org</a></li> </ul> </li> <li>Regional Events <ul style="list-style-type: none"> <li>o Florida Association of Government Fleet Administrators (FLAGFA) <a href="http://www.FLAGFA.org">www.FLAGFA.org</a></li> <li>o Georgia Association of Pupil Transportation (GAPT) <a href="http://www.GAPTonline.org">www.GAPTonline.org</a></li> </ul> </li> </ul> </li> </ul>
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33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>NAPA Marketing employs a team of experts dedicated to effectively driving web traffic to various NAPA websites that promote our products and contract opportunities. The team uses search engine optimization strategies, including site metadata, to reach the widest possible audience of qualified decision makers for Sourcewell entity prospects and current members.</p> <p>Social media, such as LinkedIn, is an avenue we use to both network with fleet decision makers who we can educate about Sourcewell and promote events that we will be participating in. We further participate on event websites, in digital newsletters and email blasts and mobile apps. We also promote customer and vendor awards that tie into our Sourcewell offering to grow awareness and interest in the contract. All social media efforts are tracked so we can optimize our performance with respect to driving interest in this contract.</p>	*
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?	<p>We feel it is our job to educate our sales team on Sourcewell and make it an integral part of the way they sell our aftermarket solutions to governments. The materials and tools we provide to our team have been developed specifically to this end and every applicable customer we meet with is presented the Sourcewell contract option. While we will continue to drive the success of this partnership, there are clearly defined ways in which Sourcewell can help the marketing effort:</p> <ul style="list-style-type: none"> <li>• Marketing Materials – Sourcewell can provide materials that help train our specialists and educate our customers on the benefits and procurement process of using Sourcewell contracts.</li> <li>• Continuing Education – provide our team with access to Sourcewell knowledge through online training, live and digital seminars, trade show involvement and personal consulting via phone calls with your team.</li> <li>• Government Contacts – supply direct access to government fleet and procurement decisionmakers who have expressed interest to you in the Sourcewell IBS contract.</li> <li>• Legislation – continue to drive legislative approval across the US and Canada for the ability to adopt Sourcewell contracts.</li> </ul>	*
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.	<p>Yes, our products are available through e-procurement and other digital platforms and we have a large number of government customers using these ordering vehicles today. The following are a few of the most common digital methods used to order from us:</p> <ul style="list-style-type: none"> <li>• NAPA Online: Our primary online ordering portal, <a href="http://www.NAPAOOnline.com">www.NAPAOOnline.com</a> offers a catalog of more than 500,000 parts and supplies that are available to Sourcewell members today. Ordering online allows stock and hot-shot orders to be placed by an agency and fulfilled through the local servicing NAPA store or distribution center in the most timely way possible.</li> <li>• NAPA ProLink: NAPA ProLink is another exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or distribution centers. It gives the customer direct digital access to our catalog of more than 500,000 SKUs, all available on this contract.</li> <li>• Enterprise E-Procurement: NAPA has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, <a href="http://www.NAPAIBIZ.com">www.NAPAIBIZ.com</a>, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketersa, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products.</li> </ul>	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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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.	<p>Product training on all diagnostics available through NAPA AutoTech program and available online at <a href="http://www.NAPATraining.com">www.NAPATraining.com</a>. This is a fee-based training comprehensive program for classroom and web. Training / maintenance offered by most NAPA suppliers, much at no cost. No training is standard as expertise will vary from one employee to another, all training is to be scheduled and discussed. All NAPA Tools &amp; Equipment suppliers offer suggested maintenance procedures for products sold. This would include proper installations, safety procedures and contacts for on-site installations. NAPA provides training on many levels.</p> <p>Technician Training:</p> <ol style="list-style-type: none"> <li>Designed for the professional technician.</li> <li>Provided by professional certified trainers</li> <li>Shop Management Training</li> <li>Designed for the professional technician, shop managers</li> <li>Provided by professional certified trainers</li> </ol> <p>Please find a list of available training courses attached as a supplemental upload.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>NAPA's proposal covers multiple technological advances in the following:</p> <ul style="list-style-type: none"> <li>Electronic Ordering</li> <li>Product Information</li> <li>Diagnostic Repair</li> <li>eProcurement</li> <li>Audit process</li> <li>Mechanical Shop and Body Shop Estimators</li> <li>System integration, Shop management integration, ordering - NAPA currently integrates with dozens of shop management programs</li> <li>ProLink is one of the industry's best electronic ordering interfaces. It provides catalog lookups, part images, and job "kits", recalls last and common orders, and loads specific vehicles (which are perfect with fleets with the same type vehicles) and more.</li> <li>ProLink shows parts price and availability at the local NAPA store, as well as the store's supplying DC ProLink can be used to compare contract price with that of list so that price verification can be utilized at the time of ordering eliminates the need for calling and faxing; ordering is done online.</li> </ul> <p>NAPA can work with government agencies to provide special pricing on Mitchell On Demand:</p> <ul style="list-style-type: none"> <li>This is a web and PC based program that aids Sourcewell members to estimate repairs for authorization.</li> <li>Provide OE repair procedures and diagnostic aids.</li> <li>Track labor and supplies to a specific asset.</li> <li>Color wiring diagrams</li> <li>Technical specifications that include optional Medium and Heavy Duty applications</li> <li>Flow Charts</li> <li>Technical Service Bulletins</li> <li>Maintenance Schedule</li> </ul>
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>Our full Corporate Sustainability Plan will be provided as an attachment to this proposal. It is also available on our Sustainability page on <a href="http://www.genpt.com">www.genpt.com</a>.</p> <p>RCI-Safe Solutions - our sustainability partner - has officially launched GPC's sustainability awareness efforts. Look for GPC's new GROW program to highlight specific environmental efforts made by employees. The GROW program focuses on targeted campaigns that emphasize personal responsibility and spotlights GPC's environmental heroes. GROW promotes a renewed approach of how to Reduce, Reuse and Recycle.</p> <p>GPC has the following priorities in place in terms of our Green Program</p> <ul style="list-style-type: none"> <li>Reduce Air Emissions/Efficient Delivery Routing</li> <li>Identify Pollution Prevention Opportunities</li> <li>Communicate the Message</li> <li>Practice Water Conservation</li> <li>Reduce Fuel Consumption</li> <li>Minimize Operational Waste</li> <li>Implement Energy Conservation</li> <li>Provide Green Products and Services</li> </ul> <p>NAPA Markets and Sells Many Green Initiative Products</p> <ul style="list-style-type: none"> <li>Smart Washers</li> <li>Challenger Water In-Ground Lifts</li> <li>3M lead free wheel weight system</li> <li>Schumacher solar battery charger/maintainers</li> <li>Energy Logic - waste oil burners</li> <li>Vortex waterborne auto paint - no solvents</li> <li>Valvoline Next Gen oil - made with recycled oil</li> <li>Recycled Batteries, remanufactured electrical and steering components</li> </ul>



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.	See attached GPC Corporate Sustainability Plan. More detail is also available on our Sustainability page at <a href="http://www.genpt.com">www.genpt.com</a> .	*
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>Genuine Parts Company is a publicly traded corporation. Thus, we are not a WMBE or SBE.</p> <p>However, expanding opportunities for small and women and minority owned businesses is important at NAPA. A strength of the NAPA capabilities for this RFP is that we are not all corporate stores centered around a large corporate office, but we are a collection of thousands of small businesses that can support the Sourcwell contract and its members' purchasing goals.</p> <p>Our main distribution and sales channel to Sourcwell members and prospective members will be through our 6,000 retail outlets, 5,000 of which are independently owned and operated NAPA Automotive and Truck Parts stores. Based on the size and geography of these locations, many may be qualified as SBEs, WBEs, DBEs and some in HUB Zones.</p> <p>As a corporation overall, we still maintain strict guidelines on diversity and inclusion in our operations.</p> <p>Our commitment to—and appreciation for—diversity and inclusion at Genuine Parts Company is a part of everything we do. You can see it every time we interact with customers, collaborate with colleagues and partner with members of the community. Across our Company, we value diversity and benefit from the exceptional insights, talents and experiences of our workforce. We believe that by embracing the differences and similarities of each individual, the work environment improves for our employees and enhances our overall business performance.</p> <p>Diversity goes beyond race and gender. It celebrates and values differences in age, outlook, cultural background, lifestyle, and physical ability. We are committed to fostering an environment where everyone can contribute to our collective success.</p> <p>In principle:</p> <p>We want the best person for every position.</p> <p>We want to provide opportunities for diversity of experience and interaction.</p> <p>We want to create an environment of diverse ideas and viewpoints to ultimately arrive at better decisions.</p> <p>Our commitment to Diversity and Inclusion honors the Power of Genuine Talent.</p> <p>Please see our Corporate Sustainability Plan uploaded to the documents section of this proposal for more information on our corporate diversity policies.</p>	*



41	<p>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>	<p>NAPA Auto Parts provides a truly unique solution in the aftermarket automotive parts supply industry that benefits Sourcewell members in several ways.</p> <p>First, the NAPA network is comprised of more than 5,000 small businesses that distribute our products nationwide. These are local, taxpaying employees who live and work in member communities and care about supporting their government agencies as much as their government cares about supporting them. Using these small businesses can help Sourcewell members meet their diverse purchasing initiatives across the US and Canada.</p> <p>Next, NAPA has access to more than 465,000 SKUs that cover not just light-duty automotive, but a plethora of other categories that cannot all be found under any other roof. Consolidating a member's supply chain saves them time and money in managing their parts operation. Some unique product and service examples include:</p> <ul style="list-style-type: none"><li>• Nearly 5 million SKUs of MRO and Industrial products through our sister company, Motion Industries</li><li>• NAPA Filters</li><li>• NAPA Heavy Duty</li><li>• NAPA Undercar</li><li>• NAPA Electrical Sales and Under Hood</li><li>• Martin Senour Paint</li><li>• Balkamp</li><li>• NAPA Tools and Equipment</li><li>• NAPA Brakes</li><li>• NAPA Heating and Cooling</li><li>• NAPA TRACS - powerful estimating, technical information and shop management solutions</li><li>• IBIZ – enterprise/purchasing system integrations and technology solutions</li><li>• Mitchell 1 and Mitchell On Demand services</li></ul> <p>Additionally, NAPA invests year over year in cutting edge technologies to help us better serve our government customers. Between online cataloging and ordering, digital fulfillment tracking at our distribution centers, reporting customization and more, we are able to use technology to optimize our supply chain and get parts to the customer faster and cheaper. We also take part in technology innovations our customers are implementing, such as the Team Georgia Marketplace. The Team Georgia Marketplace connects the procurement tools of different state agencies all through one application to streamline the purchasing process and NAPA is a valued vendor participating in the initiative.</p> <p>Furthermore, NAPA has more than 10 years of experience partnering with Sourcewell through multiple contracts. We have staff in all 50 states that have been fully trained on the inner workings of Sourcewell contracts, the benefits they provide to Sourcewell members, and how to execute contracts effectively to deliver the best solutions to our customers more quickly than anyone else.</p> <p>Finally, NAPA is the pioneer of the Integrated Business Solutions (IBS) program and exclusive industry leader in the fleet vendor managed inventory industry. Providing additional value added solutions to government fleets across the US and Canada streamline their supply chain, including non-contract products such as OE parts, tires, bulk fluids and more, is one further step that NAPA takes to employ the best practices across the parts industry.</p>
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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 *
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42	Do your warranties cover all products, parts, and labor?	<p>All products supplied pursuant to an awarded contract are subject to the terms of written warranties provided by the manufacturer of each product, and NAPA shall use reasonable commercial efforts to assist the Participating Entity in processing all warranty claims that the Participating Entity may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Participating Entity in connection with any claims concerning the products supplied pursuant to an awarded contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Participating Entity upon request. Proposer will pass through all available warranty benefits from the applicable manufacturer to the Participating Entity to the extent permitted by contract or law.</p> <p>NAPA's warranties cover all products and parts, but not all the labor. Most NAPA manufacturers will reimburse for reasonable labor costs to the extent the damage was solely attributable to a defect in the NAPA product. Each warranty is viewed on a case-by-case basis and, in some cases, labor may not apply.</p> <p>Each one of NAPA 's individual parts warranties is on-line at our two websites (www.napaonline.com and www.napaprolink.com), plus warranty information is provided in the original NAPA packaging.</p>	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>NAPA has different warranties for different parts, plus different warranties for different grades of parts. As an example, NAPA utilizes both new and remanufactured components. There will be a different warranty on a new vs. a remanufactured part. The new may have a limited lifetime, whereas the warranty on a remanufactured component may be 2 years/24,000 miles.</p> <p>Certain components, like filters and brake pads have warranties dependent on the level (good, better, best), but might have restrictions that could affect coverage. Example an air filter that was used in a harsh environment, say extremely dusty or in a rugged industrial setting (drilling environment) might be seen as a limitation compared to one that is strictly on road/highway usage.</p>	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	NAPA's warranties do not have specific coverage that covers the expense of technician's travel time and mileage. However, we will provide a review and attempt to assist a Sourcewell member in working with our manufacturers to determine if the aforementioned expense and individual circumstances warrant such a claim. The defective part and repair information will need to be retained and provided upon request.	*
45	Are there any geographic regions of the United States or Canada (as 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?	As NAPA is a distributor of automotive parts in the US and Canada and not a manufacturer of those parts, we do not offer any warranty repair service directly through our parts contracts. We do have NAPA AutoCare centers in the US and NAPA AutoPro centers in Canada that perform automotive repairs, but they would not fall under the scope of this proposal.	*
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?	<p>One of the key benefits of our program is the tracking and processing of parts manufacturer warranties for our government agencies. NAPA outlines our warranty policy in each contract and has the responsibility to track and report on this for hundreds of suppliers that we procure parts from for our agency customers.</p> <p>In the case where NAPA is requested to procure parts from manufacturers outside of the NAPA system, we will work with the Sourcewell member and each individual manufacturer to process warranty claims that arise. As we are not the manufacturer of such parts, though, we do not offer any warranties on them directly.</p>	*
47	What are your proposed exchange and return programs and policies?	<p>NAPA stands behind our products and will accept returns on unused, normally stocked products when packaging is undamaged and the item can be re-inventoried.</p> <p>Special order items may be subject to restocking fees even if the packaging is never opened. Sourcewell members should personally review special orders with their servicing NAPA store to make sure there are no questions regarding pricing, shipping, and delivery.</p>	*
48	Describe any service contract options for the items included in your proposal.	Our proposal is for a parts supply program. Service contract options are available through our Sourcewell NAPA IBS vendor managed inventory contract #110520 – GPC. NAPA is responding only to the parts portion of this RFP.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	NAPA Auto Parts standard payment terms are Net 30 days.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	NAPA does not offer leasing or financing options as part of NAPA's parts supply program.	*
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>The order process for this proposal and contract will be determined upon the Sourcewell Member preference. Generally, the majority of orders placed by Sourcewell members will be directed at their local NAPA store. The pathway in which those orders will be received by the NAPA store would be via phone, fax, e-mail, ProLink (www.napaprolink.com), eProcurement integration (EDI or XML) or even a walk in order.</p> <p>Once we receive an order with the appropriate work order or P.O. number, the store is responsible for the parts delivery service requirements of the contract.</p> <p>To ensure contract compliance, the accounts for Sourcewell members are flagged at the NAPA store for transmission to NAPA Headquarters. All resulting invoices from orders are captured at the NAPA Auto Parts store, and the line item detail is transmitted to NAPA Headquarters where the data is rolled up from all the Sourcewell member's invoices into the Sourcewell Major Account. This allows NAPA to report consolidated sales numbers back to Sourcewell on a quarterly basis.</p> <p>NAPA's entire dealer network is included in our response. The individual NAPA Auto Parts Store will process orders as they are fulfilled, and this will be consolidated and reported by NAPA Headquarters to Sourcewell quarterly.</p>	*
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?	Yes, traditionally NAPA accepts P-card payments from government agencies, where applicable, and does not charge additional fees for using P-cards. We take government p-card security very seriously and are doing several things to protect agencies who elect to use this payment method. When using p-cards, members may be required to obtain tokenization authorization from the store, which verifies the ownership of the card and logs the information and approval to use it for such purchases. Without this tokenization, p-cards may not be accepted by servicing NAPA stores.	*

**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 Sourcewell 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 Sourcewell discounted price) on all of the items that you want Sourcewell 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>NAPA's pricing model is a product category discount model off list price. As NAPA has with previous contracts, we will continue to offer a competitive nationwide ceiling price for Sourcewell members. NAPA's prices on individual products shall increase and decrease throughout the term of the contract. The pricing profile/methodology shall, however, remain firm. NAPA passes on both price increases and decreases it receives from its suppliers on to the Members. NAPA cannot provide written notice to Sourcewell every time an individual product increases in price.</p> <p>The attached Sourcewell 9074 Price Profile will be implemented at the store level to all members that choose to utilize the Sourcewell contract. This pricing will be available at all company-owned and independent NAPA stores across the US.</p> <p>The pricing provided by NAPA Canada differs from that provided by NAPA US but is based off of a similar model and will apply across Canada as the US pricing does across the US.</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.	NAPA's proposed average discount percentages range up to 60% off list depending on the product. The attached price files illustrate discount rates for the products covered by our proposal.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Special volume discounts and/or rebates may be offered on an individual basis, depending on the individual circumstances and the potential volume of the Sourcewell member.  NAPA may offer special one-off pricing for volume or stocking orders if requested by the Sourcewell member. These prices will be handled on an individual basis and they will not exceed the contract price.	*
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.	NAPA agrees to deliver from time-to-time sourced goods and services to be sourced and shall include all actual net costs including our actual cost and inbound shipping, plus a maximum 25 percent additional margin. This cost plus will be calculated and agreed upon between the Sourcewell member and the local NAPA store on a case-by-case basis.	*
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.	Generally, parts and equipment are provided at the cost specified in our pricing list. NAPA does not charge Sourcewell members freight costs for standard stocking parts. Additional costs may be incurred for items outside of hard parts, such as special order shipping, training, equipment installation, etc. but these are typically non-standard line items.	*
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.	As stated in Question #57, freight is not charged on NAPA parts, barring special requests or orders. However, if a part needs to be expedited for an emergency situation, the process is very simple. The agency lets us know the timeframe of the need, NAPA reaches out to our freight partners to estimate the cost, NAPA informs the agency of the charge and, with approval from the customer, we will agree to ship the part. In this case, the freight charge will be added to the invoice for that part as a separate line item for complete transparency.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As we have a local presence in Alaska and Hawaii, there are no different terms or programs for these regions than in the continental US. Customer delivery distance from the servicing store will affect freight charges, but not differently in those regions. Exchange and returns are the same.  In Canada, deliveries of products will be made free of charge. Freight charges may apply to garage equipment and emergency orders of automotive parts and accessories in which case Sourcewell members will have first agreed to the additional freight charges.  Additional shipping costs are determined on case-by-case basis and are dependant on the items being shipped. It typically affects larger items (i.e. hoists) where costs are determined at the time of sale.  NAPA works with our supplier network to provide a delivery method to "Drop Ship". In certain circumstances, such as large quantities or large products, it is a method we can offer to Sourcewell members.  Offshore shipping will be established as "as needed" and agreed to by the NAPA store and the Sourcewell Member.	*

60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>NAPA has a special delivery feature that is exclusive to NAPA stores. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal.</p> <p>For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's manufacturer and have the part shipped directly to them, even next day, via UPS.</p> <p>NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. The huge advantage of this program for Sourcewell members is that it harnesses access to inventories not only at local NAPA stores and distribution networks across the entire country, but through our manufacturers as well, all with one click or call.</p>	*
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**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	No additional comments.

**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.	<p>NAPA self-audits both our contract pricing to Sourcewell members and our sales reporting and administrative fee paid to Sourcewell each quarter.</p> <p>Contract Price Compliance Self Audit: NAPA has developed programming that will at the end of every quarter take the sales by Sourcewell members and compare them to the profile price. This new programming will enable for exception reporting to be accomplished so that NAPA will ensure that each equipment order is in contract compliance.</p> <p>Quarterly Sales Reporting and Administrative Fee Self Audit: To ensure that NAPA reports all sales under the contract each quarter and that NAPA remits the proper administrative fee to Sourcewell, a quarterly process has been instigated to ensure that all entities under contract have been flagged and reported appropriately.</p>	*
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.)	<p>U.S. Operations: NAPA will pay Sourcewell 2% of net qualified purchases for the entire contract period (if awarded). NAPA shall issue contract fees to Sourcewell on a quarterly basis based on total qualified net sales of all registered Sourcewell members that NAPA US operations sell to for that period. The 2% administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter.</p> <p>Canadian Operations: On any direct Sourcewell contracts in Canada, not involving any other associations or cooperative contracts, NAPA Canada will pay Sourcewell the same 2 percent administrative fee on all qualified NAPA parts purchases. The administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter.</p>	*

**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>NAPA distributes replacement parts (other than body parts) for substantially all motor vehicle makes and models in service in the United States, including imported vehicles, trucks, SUVs, buses, motorcycles, recreational vehicles and farm vehicles. In addition, GPC distributes replacement parts for small engines, farm equipment and heavy-duty equipment.</p> <p>Our inventories also include accessory items for such vehicles and equipment, and supply items used by a wide variety of government customers in the automotive aftermarket, such as cities, counties, states, K-12 districts and higher education institutions. We offer light-, medium- and heavy-duty parts for municipal departments like police, fire, sanitation and public works as well as people transportation parts used in universities and public transit agencies. No matter the part, we are able to provide the supply chain to get Sourcewell members the products they need when they need them.</p> <p>Please see our NAPA product line card included as a supplemental upload titled: Marketing Materials.</p> <p>NAPA has 52 distribution centers that service 6,000+ retail stores nationwide. They contain more than \$1 billion of fleet parts and other replenishment inventory for our network nationally. NAPA stocks more than 465,000 aftermarket parts and items with same day and next day delivery. We can provide inventory, distribution, and local support in any area of the US and our network is available 365 days each year to get Sourcewell members parts efficiently.</p> <p>Our network starts with the 5,000 local, small business NAPA stores that support your members in the areas where they operate. This helps us place a strong emphasis on supporting local businesses. In addition, we have the strength of our 1,000-store corporate-owned distribution network backing up the NAPA program across the country. These stores have the financial support of NAPA headquarters and are key hubs in providing reliable staffing and distribution to Sourcewell members. All our stores, regardless of ownership, can source and stock the products that your agencies need.</p> <p>Within these stores are tens of thousands of fully trained employees who are familiar with the processes of servicing large cooperative and other major accounts. They provide full support to government agencies ordering from them today and are ready to take on the increased business that this contract would bring. When it comes to ordering, parts orders may be placed via phone, email, walk-in or electronically depending on the individual agencies' preferences and capabilities. Advance orders may either be held for will-call pickups or delivered via an agreed upon supply schedule. Our program is designed to allow each Sourcewell member the ability to do business in the ways that suit them best. Sales receipts for all orders include all the information that would be provided on an invoice, including account number, item descriptions, quantities, price, PO# if requested by the individual member and date and time of order.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>NAPA is able to provide all product categories listed in Table 14B, including:</p> <ul style="list-style-type: none"> <li>• Air conditioning, heating, cooling, and climate control</li> <li>• Alternators, starters, batteries, electrical, and ignition systems</li> <li>• Bearings - ball and roller</li> <li>• Belts, hoses, gaskets, and seals</li> <li>• Brakes</li> <li>• Bumpers, body, cab, and chassis parts</li> <li>• Emission and exhaust</li> <li>• Engine and drive train</li> <li>• Filters - oil, fuel, air, and transmission</li> <li>• Oils and lubricants - regular and synthetic</li> <li>• Pumps - fuel and water</li> <li>• Safety and security systems</li> <li>• Interior and exterior parts and accessories</li> <li>• Lamps, lighting, mirrors, and wiring</li> <li>• Pumps - fuel and water</li> <li>• Suspension, shocks, struts, and steering</li> <li>• Wipers and washers</li> <li>• Heating and cooling (engine)</li> <li>• Vehicle paint and primer</li> <li>• Tools and equipment</li> <li>• Heavy Duty parts</li> </ul>



**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Air conditioning, heating, cooling, and climate control	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
67	Alternators, starters, batteries, electrical, and ignition systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
68	Bearings - ball and roller	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
69	Belts, hoses, gaskets, and seals	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks high quality Gates Brand Belts and Belts in all stores and all Distribution centers.
70	Brakes	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds and levels of Brakes, Pads and Rotors in this category at all 6000 NAPA Auto Parts Store Nationwide.
71	Bumpers, body, cab, and chassis parts	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
72	Emission and exhaust	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
73	Engine and drive train	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
74	Filters - oil, fuel, air, and transmission	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
75	Oils and lubricants - regular and synthetic	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
76	Pumps - fuel and water	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
77	Safety and security systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
78	Interior and exterior parts and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
79	Lamps, lighting, mirrors, and wiring	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
80	Pumps - fuel and water	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
81	Suspension, shocks, struts, and steering	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA carries multiple brands of shocks and Struts for steering components at all NAPA stores
82	Wipers and washers	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
83	Heating and cooling (engine)	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
84	Vehicle paint and primer	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
85	Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools and supplies as described in RFP Section II. B. 1. b.	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA sells several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
86	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.	<p>Below are several examples of internal metrics that we will track to optimize our contract growth strategies, if awarded:</p> <p>Overall Contract Member Purchases - our contract reporting system will track overall Sourcewell contract member purchases by agency to ensure contract compliance, contract adoption and overall Sourcewell member satisfaction.</p> <p>Market Coverage - we can identify where we have an active Sourcewell contract presence across our US and Canada markets and pinpoint opportunities for new market growth over the course of the contract.</p> <p>Sourcewell Account Registrations - new Sourcewell member contracts are identified in our reporting system so we can promote growth of the total number of participating entities utilizing the NAPA contract and partnership.</p> <p>Contract Segmentation - we will break out Sourcewell member purchases into industry verticals to identify opportunities to grow in segments where we may be stagnant and develop specific marketing materials to drive new contracts in underutilized categories.</p>
87	Describe any electronic service programming subscriptions and service information provided within your proposal along with any associated costs.	NAPA does not provide any electronic service programming subscriptions under the scope of this proposal.
88	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	<p>Through our Vistex and Qlik reporting software and our dedicated finance, accounting and reporting teams at NAPA headquarters and locally in our operations, NAPA provides customized reporting for hundreds of government and private sector customers on a quarterly basis or as needed by the Sourcewell member, generally within 30 to 45 days after a quarter has ended. Reporting is customizable for each member, so NAPA remains flexible in the format and timing of reporting to meet each customer's needs on a case-by-case basis; the reporting described above is the standard base level that NAPA provides.</p> <p>On an ad-hoc basis, NAPA can provide a specific Sourcewell member with SKU-level data over a specific timeframe and our team is also available to provide an in-depth spending analysis comparing them to other government agencies of similar size and makeup.</p>
89	Describe any online parts catalog and ordering capabilities that can be provided or are included. If applicable, identify any additional costs associated with this service.	<p>Our NAPA parts catalog, consisting of more than 465,000 SKUs, is all available online to Sourcewell members. The following are a few of the most common digital methods used to order from us:</p> <ul style="list-style-type: none"> <li>NAPA Prolink: NAPA Prolink is another exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or distribution centers. It gives the customer direct digital access to our catalog of more than 500,000 SKUs, all available on this contract.</li> <li>Enterprise E-Procurement/Punchout: NAPA has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, <a href="http://www.NAPAIBIZ.com">www.NAPAIBIZ.com</a>, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Katera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products.</li> </ul> <p>There is no fee associated with the use of NAPA's online cataloging or NAPA Prolink. Enterprise software integrations, if required by the customer, could have nominal costs that are negotiated on a case-by-case basis before implementing any solutions.</p>
90	Identify the vehicle makes for which your offered parts are used.	NAPA provides replacement parts for all light- and heavy-duty makes and models across the US and Canada.
91	Identify the vehicle engine types for which your products are manufactured (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.)	NAPA provides replacement parts for all engine types across the US and Canada.



## 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](#) - Question #9 - Genuine Parts Company 2019 Annual Report.pdf - Wednesday March 24, 2021 12:26:37
- [Marketing Plan/Samples](#) - Question #32 - Marketing Materials.pdf - Wednesday March 24, 2021 12:27:31
- [WMBE/MBE/SBE or Related Certificates](#) - Question #39 - Corporate Sustainability Plan.pdf - Wednesday March 24, 2021 12:29:32
- Warranty Information (optional)
- [Pricing](#) - Pricing - US 9074 & Canada.pdf - Wednesday March 24, 2021 12:29:47
- [Upload Additional Document](#) - Question #36 - Autotech Training Brochures.pdf - Wednesday March 24, 2021 12:30:11

## 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 Sourcewell 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 Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell 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 Sourcewell 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:
  1. 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>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. 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. - Jett Kuntz, Vice President NAPA Fleet and IBS, Genuine Parts Company dba NAPA Auto Parts

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_4_Aftermarket_Vehicle_Parts_RFP_032521 Fri March 19 2021 12:55 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Aftermarket_Vehicle_Parts_RFP_032521 Thu March 11 2021 12:31 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Aftermarket_Vehicle_Parts_RFP_032521 Fri February 19 2021 04:46 PM	<input checked="" type="checkbox"/>	4
Addendum_1_Aftermarket_Vehicle_Parts_RFP_032521 Thu February 18 2021 01:56 PM	<input checked="" type="checkbox"/>	2





## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### Title

Approving the Deposit for Six (6) 2026 Tandem Axle Truck Cab & Chassis for the Kane County Division of Transportation

### **Committee Flow:**

Transportation Committee, Executive Committee, County Board

### **Contact:**

Michael Way 630.406.7359

### **Budget Information:**

Was this item budgeted? Yes	Appropriation Amount: \$30,000.00
If not budgeted, explain funding source: N/A	

### **Summary:**

Deposit for six (6) 2026 Truck cabs and Chassis for the Kane County Division of Transportation

Vendor: CIT Trucks (Sourcewell – authorized cooperative agreement Res. # 22-266)

Purchase price – Total \$30,000

Comments: Due to difficulties in ordering trucks, staff has been working with CIT Trucks via Sourcewell cooperative agreement contract #060920-KCT.

Staff was informed that build spots for FY 25 will be opening in April of 2024 and closing by May 2024. To reserve those build spots and ensure trucks are available to Kane County Division of Transportation a deposit of \$5,000 per chassis is required.

Staff has forecasted that six trucks are due for replacement in FY25 and will be asked for them in the FY25 Budget. Those six chassis have been scored and meet the County's requirements for replacement at this time.

If all six truck chassis are not approved or needed the deposit can be used toward the purchase of the other trucks.

Staff recommends approval

# CIT Trucks LLC

# INVOICE

4301 N BELL SCHOOL RD  
LOVES PARK IL 61111

DATE: 3/4/2024  
INVOICE # 1

**Bill To:**  
KANE COUNTY DIVISON OF TRANSPORTATION  
41W011 BURLINGTON RD  
CAMPTON HILLS IL 60175

**Ship To:**  
Name  
Company KANE COUNTY DIVISON OF TRANSP  
Address 41W001 BURLINGTON RD  
City, State ZIP CAMPTON HILLS IL 60175  
Phone

**Comments or Special Instructions:** DEPOSITS

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
JEFF HEISER	1222	3/4/2024			

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
6	DEPOSIT OF \$5000.00 PER SIX TRUCKS FOR SLOTS FOR CALENDAR YEAR 2025 IF NOT ALL SIX TRUCKS ARE APPROVED THE MONEY CAN BE MOVED TOWARD PURCHASE OF THE OTHER TRUCKS	\$ 5,000.00	\$ 30,000.00

SUBTOTAL	\$ 30,000.00
TAX RATE	
SALES TAX	-
Title Fee	
TOTAL	\$ 30,000.00

ACCEPTED BY KANE CO \_\_\_\_\_

Accepted By CIT Trucks:  \_\_\_\_\_

THANK YOU FOR YOUR BUSINESS!

# Purchase Order Terms and Conditions

These Terms and Conditions are applicable to, and incorporated into, all purchase orders, offers to purchase, or sales contracts (each an "Order" and collectively, "Orders") pertaining to the purchase of new vehicles, used vehicles, parts, and/or services from CIT Trucks, LLC ("CIT"). By purchasing a new vehicle, used vehicle, part or service from CIT under any Order, you agree to these terms.

1. **GENERAL:** ANY AND ALL ADDITIONAL, DIFFERENT OR CONFLICTING TERMS OR CONDITIONS SET FORTH IN ANY ORDER OR OTHER COMMUNICATION FROM CUSTOMER ARE OBJECTED TO BY CIT AND SHALL NOT BE EFFECTIVE OR BINDING UNLESS SPECIFICALLY ACCEPTED IN A WRITING SIGNED BY A CORPORATE OFFICER OF CIT. None of the terms and conditions contained in any Order or in these Terms and Conditions may be added to, modified, superseded or otherwise altered except by a written instrument signed by a corporate officer of CIT and by Customer.

2. **DISCLAIMER OF WARRANTIES ON VEHICLES AND PARTS:** ALL VEHICLES AND PARTS SOLD BY CIT ARE SOLD "AS IS, WHERE IS. CIT MAKES NO WARRANTIES WHATSOEVER IN REGARD TO NEW OR USED VEHICLES AND PARTS SOLD BY CIT TO ANY CUSTOMER. TO THE FULLEST EXTENT PERMITTED BY LAW, CIT DISCLAIMS ANY IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND THOSE WARRANTIES ARISING OUT OF PERFORMANCE OR COURSE OF DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO ANY NEW OR USED VEHICLE OR PART SOLD BY CIT TO ANY CUSTOMER. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.

In the event that the manufacturer of a new vehicle or part provides a manufacturer's or "factory" warranty that is applicable to Customer by reason of Customer's purchase of such new vehicle or part, Customer hereby acknowledges that CIT has not in any manner adopted or assumed such manufacturer's warranty (including, without limitation, by performing warranty work under any manufacturer's warranty), and Customer acknowledges, represents, and warrants that it shall look solely to the manufacturer to perform or satisfy any obligation under any manufacturer's warranty. For the avoidance of doubt, Customer acknowledges that no manufacturer's warranty will pertain to the purchase of any used vehicle sold by CIT pursuant to any Order.

3. **LIMITED WARRANTY ON SERVICE WORK:** CIT shall perform any service work described in an Order ("Service Work") in a reasonable manner, provided, however, CIT makes no warranty or guarantee of any particular result. Customer shall notify CIT of any claim that CIT did not reasonably perform the Service Work within ten (10) days after the discovery of same, and in no event later than thirty (30) days after the performance of the Service Work. Within a reasonable time after notice from Customer, CIT, at its sole option, shall either correct the Service Work which was not reasonably performed, or refund the portion of any purchase price paid by Customer to CIT relative to the portion of the Service Work that was not reasonably performed. These remedies shall be Customer's exclusive remedies for any breach of the limited warranty set forth herein by CIT. CIT shall not be responsible for correcting or refunding any amount relating to any condition not caused by CIT's failure to reasonably perform the Service Work in a reasonable manner, including, without limitation: (i) any condition which reasonably could have been prevented or minimized by Customer, (ii) any condition constituting normal wear and tear; (iii) any condition caused by acts of God; (iii) any condition caused by any person or entity other than CIT; and (iv) any condition caused by abuse or misuse.

TO THE FULLEST EXTENT PERMITTED BY LAW, CIT DISCLAIMS ANY IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD AND WORKMANLIKE SERVICES, INFRINGEMENT, AND THOSE WARRANTIES ARISING OUT OF PERFORMANCE OR COURSE OF DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO THE SERVICE WORK. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.

4. **LIMITATIONS OF LIABILITY:** CIT WILL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF CIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE OR FOR CLAIMS MADE BY ANY THIRD PARTY. THE CUSTOMER AGREES THAT LOST USE, LOST PROFITS, LOST SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND RESULTING FROM LOST USE OF THE VEHICLE OR PART PURCHASED FROM, OR SERVICED BY, CIT SHALL NOT BE CONSIDERED ACTUAL DAMAGES, AND WILL BE SUBJECT TO THIS LIMITATION OF LIABILITY CLAUSE AS CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL CIT'S TOTAL AGGREGATE LIABILITY TO CUSTOMER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM ANY PARTICULAR ORDER EXCEED THE PRICE PAID BY CUSTOMER PURSUANT TO SUCH ORDER. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY, AND APPLY EVEN IF THE ALLEGED BREACH OR DEFAULT RELATES TO A FUNDAMENTAL CONDITION OR TERM. THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

5. **PAYMENT; TRADE-INS:** Customer shall pay CIT in accordance with the terms set forth in the Order. Unless otherwise specified in the Order or in an applicable Credit Agreement executed by both Customer and CIT, all amounts payable by Customer to CIT pursuant to an Order shall be paid in full, in cash, at the time of delivery of the relevant vehicle, part, or Service Work. For Service Work, Customer shall be charged at CIT's current standard rates for same. Customer agrees to deliver to CIT satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration or payment for the Order. Customer warrants any such used motor vehicle to be Customer's sole and exclusive property, free and clear of all liens and encumbrances except as otherwise noted in the Order. If Customer fails to make any payment to CIT pursuant to any Order, these Terms and Conditions, any Credit Agreement, or any other instrument, (collectively, "Indebtedness") when due, then interest shall accrue on the Indebtedness at the rate of one and one-half percent (1.5%) per month or the highest rate allowable by law, whichever is less, from the date on which the Indebtedness first became due until payment of same is made to CIT by Customer. CIT reserves the right to withhold possession of, and/or title to, any vehicle or part sold to Customer until the relevant Order is paid in full; and further reserves the right to withhold possession of an item as to which CIT has performed Service Work until the relevant Order is paid in full (all further subject to Section 11 of these Terms and Conditions.

6. **CHANGES IN PRICING PRIOR TO DELIVERY; CANCELATION:** All Orders accepted by CIT are final and may not be canceled by the Customer under any circumstances, except as otherwise provided by law or agreed to in writing by CIT. CIT bases its prices for new vehicles and parts on the pricing then available from the manufacturer of the vehicle or part. If, at any time prior to delivery of the vehicle or part to the Customer, the manufacturer increases or adjusts the price of the vehicle or part to CIT, including but not limited to by way of any add-on, surcharge, or fee reflected on the manufacturer's invoice, CIT reserves the right, in its sole discretion, to adjust the Customer's price by a corresponding amount, for which the Customer will be responsible for paying at the time of delivery unless the Order is canceled pursuant to this Section 6. In the event the price of any new vehicle or part is increased or adjusted by CIT pursuant to this Section 6 prior to delivery of the vehicle to the Customer, the Customer has the right to cancel the Order and receive a full refund of any monies already paid to CIT in connection with the Order. In the event that an Order is canceled pursuant to this Section 6, and the Customer has traded in a vehicle to CIT as part of the Order, the Customer will be entitled to a return of the trade-in vehicle or, if CIT is no longer in possession of the trade-in vehicle, then payment of the monetary equivalent of the trade-in as reflected on the Order.

7. **SECURITY:** Notwithstanding and without waiving any other right accruing to CIT, Customer hereby grants CIT a security interest in all vehicles and parts purchased from CIT pursuant to an Order, together with any replacements, additions or accessories thereto or the proceeds from the sale thereof (collectively, the "Collateral") to secure the amounts due CIT under all of Customer's unpaid Orders, any expenses and costs described in Section 11 of these Terms and Conditions, and all other liabilities, debts and duties of Customer to CIT now existing or hereinafter incurred, including any renewals or extensions thereof and substitutions therefor. CIT hereby appoints Customer or Customer's attorney-in-fact to execute any and all documents and instruments, to file this Order or other documents as a financing statement and to take all other actions to perfect the security interest granted by Customer herein or to preserve and protect the Collateral. Customer shall also, when requested by CIT, promptly execute and deliver to CIT all other documents and instruments and take all actions to more fully evidence, protect, assure or to enforce the security interest granted by Customer to CIT as described herein. In addition to all other rights and remedies CIT may have, upon a default of Customer of any obligations or duties to CIT, CIT, by written notice to Customer, may require Customer to assemble the Collateral and deliver the Collateral to CIT at a place designated by CIT. CIT shall give Customer reasonable notice of the time and place of any public sale of the Collateral or the time after which any private sale or other disposition of the Collateral is to be made. The requirement of reasonable notice shall be met if such notice is provided at least ten (10) days before the time of the sale or disposition

8. **INDEMNITY:** Customer shall defend, indemnify, and hold harmless CIT, its agents, representatives, and employees from and against, claims, liabilities, causes of action, costs and expenses, including but not limited to reasonable attorneys' fees and experts' fees, arising out of the use, operation, or maintenance of the Vehicle; any encumbrances against the Collateral; any violation of any applicable federal, state or local laws, statutes, ordinances or regulations by Customer, any environmental condition with respect to the Collateral; and any negligence or fault of Customer, Customer's agents, representatives or employees, or any person or entity for whose acts Customer is responsible; all regardless of whether such claims, liabilities, causes of action, costs and expenses were in part caused by the fault or negligence of CIT or CIT's agents, representatives or employee, except as



prohibited by law. The indemnity obligations of Customer shall survive payment of all Orders by Customer. The indemnity obligations of Customer hereunder shall not be limited by any limitation on amount or type of damages, compensation or benefit payable by Customer or anyone directly or indirectly employed by Customer, or any person or entity for whose acts Customer may be liable, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. **TAXES:** Unless otherwise agreed to in a writing signed by Customer and CIT, Customer shall be solely responsible for the payment of all sales, use, consumer and other taxes arising out of this Order mandated by all applicable federal, state, and local laws, codes, ordinances, rules and regulations, whether currently in effect, scheduled to go in effect, or subsequently enacted, including but not limited to, any increase in such taxes taking effect after the date of this Order.

10. **FAILURE OR DELAY OF DELIVERY; FORCE MAJEURE:** CIT shall not be liable for failure to deliver any vehicle or part, or delay in performance of any Service Work, where such failure to deliver or delay is due, in whole or in part, to any cause other than the gross negligence or willful malfeasance of CIT. CIT reserves the right to cancel any Order or sale at any time prior to delivery of the vehicle without liability, upon a return of any deposit or trade in to the customer. Further, CIT will not have any liability for any loss caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war, terrorist act or civil disturbance, delay of carriers, failure of normal sources of supply, including but not limited to product shortages or allocation limitations or reductions by the manufacturer, acts of government, third party tortious or criminal activity, or any other cause beyond the reasonable control of CIT.

11. **NOTICES:** It shall be a condition precedent to any liability of CIT, whether in contract, tort, or otherwise, arising out of any Order or any other dealings between the parties, that Customer provide written notice to CIT of any claim, controversy, or alleged breach of such Order in the time provided herein, and that Customer provide CIT with a reasonable opportunity to cure the problems or issues giving rise to such claim, controversy, or alleged breach of such Order. Notwithstanding the foregoing, Purchaser must provide CIT with notice of any claim, controversy, or alleged breach of this Order, no later than twelve (12) months after Customer's discovery or the accrual of the same, whichever occurs first.

It is understood and agreed by the parties that the foregoing provision is both a condition precedent to the right to take such action, and a contractual modification to the statute of limitations for all actions, whether in contract, tort or otherwise, and failure to comply with this condition precedent and contractual statute of limitations shall be an absolute bar to recovery for any problems, issues, rights, claims, or causes of action not specifically pled within the twelve (12) month period after Customer's discovery or the accrual of the same, whichever occurs first.

Whenever this Order requires that notice be provided to the other party, notice shall be deemed to have been validly given (i) upon delivery if delivered in person to the party entitled to receive such notice, (ii) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated on the applicable Order, or (iii) one (1) day after being sent via overnight mail through a respectable overnight delivery company to the address indicated on the applicable order.

12. **EXPENSES AND COSTS:** If Customer fails to collect any vehicle or part ordered from CIT, or fails to remove from CIT's facilities any item on which CIT performed Service Work, or if CIT exercises its right to withhold possession of the foregoing pending payment in full of any Order, then CIT may, at its option and without prior notice, charge Customer a reasonable fee for storage of such item. Should CIT be required to institute any action to enforce any of its rights set forth in any Order, then CIT shall be entitled to reimbursement from Customer for all expenses, including but not limited to, reasonable attorneys' and experts' fees, and costs incurred by CIT in connection with such action. In the event Customer institutes any action against CIT and in the further event that CIT prevails in such action, Customer shall pay CIT the amount of all expenses, including but not limited to reasonable attorneys' and experts' fees, and costs incurred by CIT in connection with such action.

13. **MISCELLANEOUS:** Customer agrees that upon delivery to Customer of any vehicle or part ordered from CIT, Customer will execute all ancillary and attendant documents reasonably requested by CIT, to effectuate transfer of title and risk of loss of such vehicle or part. Customer acknowledges and agrees that Customer has had an adequate opportunity to review and propose revisions to these Terms and Conditions, and these Terms and Conditions shall not be construed against or in favor of Customer or CIT. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No waiver of any of these terms and conditions or any of the terms and conditions will be effective against CIT unless in writing signed by a corporate officer or authorized manager of CIT. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Order. If any provision in the Order, including these Terms and Conditions, is determined to be invalid or unenforceable as a matter of law, such term or condition will be limited only to the extent necessary to make it valid or enforceable, and all other terms and conditions will remain in full force and effect.

The Order, including these Terms and Conditions, is deemed to have been entered in to in Illinois, and will be governed by the laws of the state of Illinois, without giving effect to the choice of laws provisions thereof. Any and all litigation under or with respect to the Order or these Terms and Conditions must exclusively be filed in the Illinois State Court located in McLean County, Illinois, or the Federal District Court for the Central District of Illinois located in Peoria County, Illinois. CIT's remedies expressly provided for in these Terms and Conditions will be in addition to any other remedies that CIT may have under applicable law. **YOU AGREE TO IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY DISPUTE ARISING FROM OR RELATED TO YOUR ORDER. YOU ALSO AGREE THAT ANY CLAIM YOU BRING AGAINST CIT MUST BE ASSERTED ON AN INDIVIDUAL BASIS, AND YOU WAIVE ANY RIGHTS YOU WOULD HAVE TO BRING AN ACTION AGAINST CIT AS PART OF A CLASS OF PLAINTIFFS, OR AS THE REPRESENTATIVE OF A CLASS, IN ANY FORUM IN RELATION TO ANY DISPUTE WITH CIT.**

Customer may not assign this Order to any third party without prior written consent of CIT. These terms and conditions are for the exclusive benefit of CIT and Customer and no other person will have rights hereunder.

The Order and these Terms and Conditions collectively constitute the entire agreement between CIT and Customer relating to the subject matter of the Order, and there are no agreements, understandings, restrictions, warranties or representations between CIT and Customer other than those set forth herein. Furthermore, CUSTOMER HEREBY ACKNOWLEDGES THAT, EXCEPT AS SET FORTH IN THE ORDER AND IN THESE TERMS AND CONDITIONS, NEITHER CIT NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION, OR PROMISE RELATING TO THE SUBJECT MATTER OF THE ORDER ON WHICH CUSTOMER HAS RELIED.

THE UNDERSIGNED ACKNOWLEDGES THAT THEY HAVE READ THE FORGOING TERMS AND CONDITIONS AND AGREE TO THEM:

Customer Name: \_\_\_\_\_

Deal No.: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_



SS.

# RESOLUTION NO. TMP-24-2100

WHEREAS, the Kane County Division of Transportation has solicited and received bids for the work and construction described as:

WHEREAS, the lowest responsible bidder for the Project is:

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to the lowest responsible bidder in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor.

BE IT FURTHER RESOLVED that there is hereby appropriated Six Million One Hundred Eighty Eight Thousand Eight Hundred Eighty Eight Dollars (\$6,188,888.00) from Motor Fuel Tax Fund #302, Line Item #52080 (Resurfacing) and Three Hundred Thousand Dollars (\$300,000.00) from Local Option Fund #304, Line Item #52080 (Resurfacing) for a total of \$6,488,888.00 to pay for the Project.

*Line Item:* 302.520.522.52080 and 304.520.524.52080

*Line Item Description:* Resurfacing

*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.

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

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

Vote:



## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### **Title**

Approving a Contract for Construction with Builders Paving, LLC of Hillside, IL for 2024 Kane County Resurfacing Project, Kane County Section No. 23-00565-00-RS

### **Committee Flow:**

Transportation Committee, Executive Committee, County Board

### **Contact:**

Steve Coffinbargar, 630.406.7170

### **Budget Information:**

Was this item budgeted? Yes	Appropriation Amount: \$6,488,888.00
If not budgeted, explain funding source: N/A	

### **Summary:**

On Feb. 13<sup>th</sup>, four bids were opened at KDOT for the above-mentioned project to resurface 21.7 centerline miles on Silver Glen, Granart, Jericho and West County Line Roads.

The lowest qualified bid of \$6,488,888 was submitted by Builders Paving, LLC of Hillside, IL. This project is anticipated to be completed this fall, weather permitting and is entirely locally funded.

Staff recommends approval.



## FINANCIAL DISCLOSURE

February 13, 2024

Kane County Government Center  
Purchasing Department, Bld. A  
719 South Batavia Avenue  
Geneva, IL 60134

Re: Contract Disclosure  
Kane County Code, Art. II, Div. 3, Sec. 2-211  
Builders Paving, LLC

To Whom It May Concern:

In compliance with the Kane County Code Referenced above this letter will serve as our disclosure of:

- A. Campaign contributions for the last 12 months
  - B. Individuals having more than 5% ownership of shares in Builders Paving, LLC.
  - C. Names and contact information of lobbyists, agents and representatives.
  - D. A statement under oath that we have not withheld any disclosures as to the economic interest.
- Campaign contributions: Builders Paving, LLC has not made campaign contributions in the past 12 months.
  - Ownership Interest in Builders Paving, LLC: There is more than one individual that holds more than 5% of shares in Builders Paving, LLC
 

Jessica Palumbo Christensen	20%
Kaitlyn Palumbo Gandy	20%
Samantha Palumbo Tropeano	20%
Elizabeth Palumbo Pierce	20%
Gabriella Palumbo	20%
  - Builders Paving, LLC does not have any lobbyist, agents or representatives who are or would be having contact with Kane County Employees or officials in relation to contracts or bids.
  - Builders Paving, LLC has no withheld nor reserved any information regarding economic interest in the firm as required by County Code for this disclosure.

  
Steven Salinas, Vice President

Subscribed and Sworn this 13th of Feb., 2024



  
Notary Public





### CONTRACTOR DISCLOSURE

As of 2/13/24, Builders Paving, LLC, 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 Builders Paving, LLC:

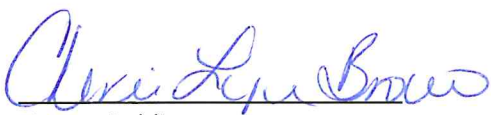
Jessica Palumbo Christensen	20%
Kaitlyn Palumbo Gandy	20%
Samantha Palumbo Tropeano	20%
Elizabeth Palumbo Pierce	20%
Gabriella Palumbo	20%

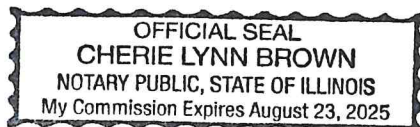
  
 Steven Salinas, Vice President

2/13/24  
 Date



Subscribed and Sworn this 13th day of Feb., 2024

  
 Notary Public





### FAMILIAL RELATIONSHIP DISCLOSURE

As of 2/13/24, Builders Paving, LLC, 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 the attached 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.

Steven Salinas, Vice President

2/13/24

Date

Subscribed and Sworn this 13th day of Feb, 2024

Notary Public



Bid Result Publication Revision

Publication TypeUnofficial Results

Curran Contracting Company

Organization Name

Bid Amount

Line Items

Bid Rank

Address

Curran Contracting Company

\$7,681,944.45

Full

2

286 Memorial Court  
Crystal Lake Illinois  
60014 United States

Plote Construction Inc.

Organization Name

Bid Amount

Line Items

Bid Rank

Address

Plote Construction Inc.

\$8,721,294.35

Full

4

1100 Brandt Drive  
Hoffman Estates Illinois  
60192 United States

Builders Paving, LLC

Organization Name

Bid Amount

Line Items

Bid Rank

Address

Builders Paving, LLC

\$6,488,888.00

Full

1

4401 Roosevelt Road  
Hillside Illinois  
60162 United States

APPARENT LOW BIDDER

Geneva Construction

Organization Name

Bid Amount

Line Items

Bid Rank

Address

Geneva Construction

\$8,104,700.85

Full

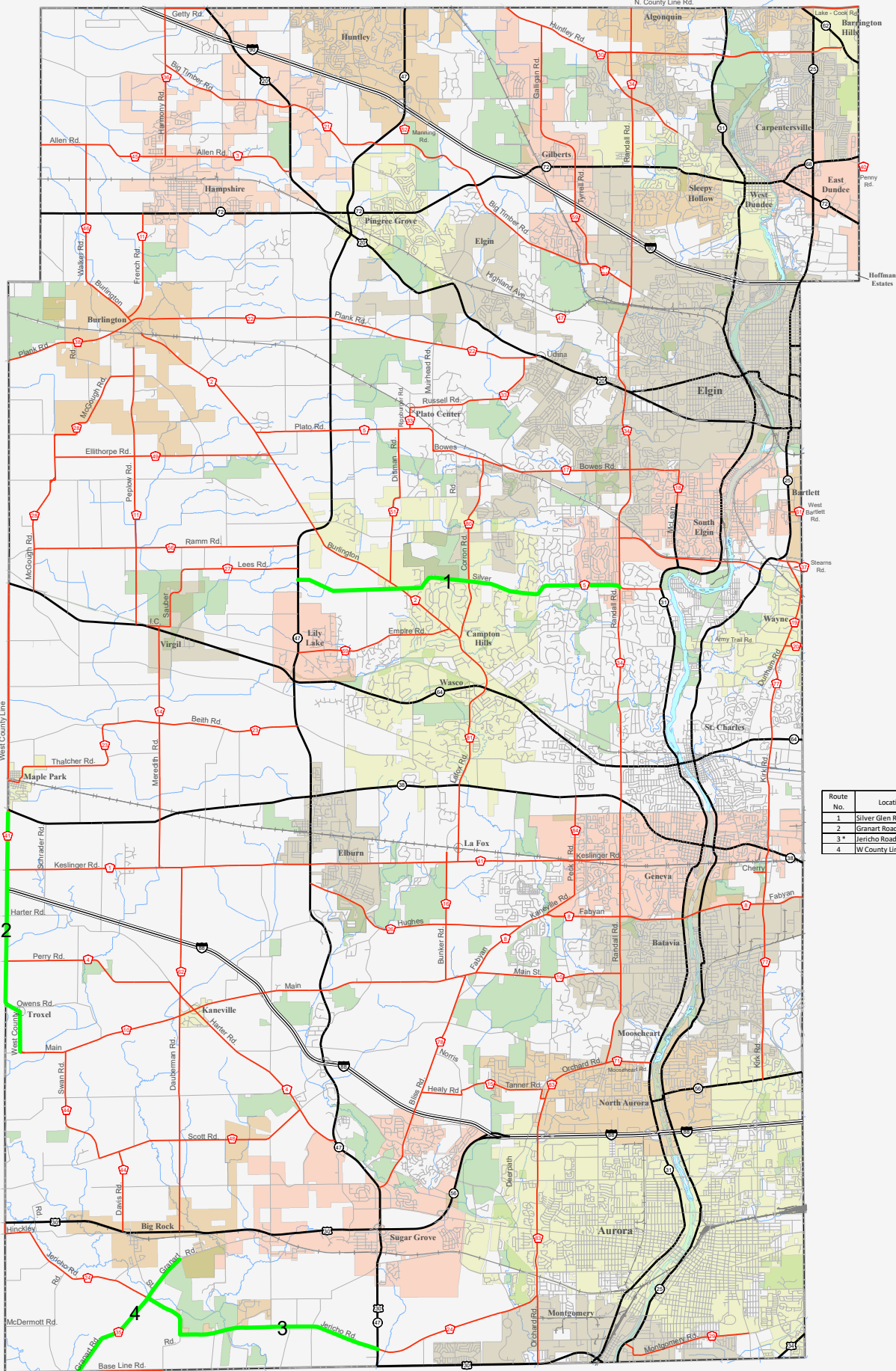
3

PO Box 988  
Aurora Illinois  
60507 United States

Bid Results Email

Email Attachment(s)



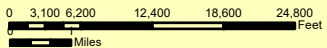


Route No.	Location	From	To
1	Silver Glen Road	IL Route 47	Randall Rd
2	Granart Road	County Line	Dauberman Rd
3 *	Jericho Road	Approx. 1,100-ft NW of Granart Rd	Approx. 825-ft W of IL Route 47
4	W County Line Road	Main Street Rd	Approx. 130-ft S of IL Route 38

Legend

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundary
- Township Boundary
- Fox River
- Forest Preserves
- Municipalities

Section 23-00565-00-RS  
2024 Kane County Resurfacing



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SS.

**RESOLUTION NO. TMP-24-2102**

WHEREAS, the Kane County Division of Transportation has solicited and received bids for the work and construction described as:

WHEREAS, the lowest responsible bidder for the Project is:

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to the lowest responsible bidder in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor.

BE IT FURTHER RESOLVED that there is hereby appropriated One Million Seven Hundred Twenty Thousand Dollars (\$1,720,000.00) from North Impact Fee Fund #558, Line Item #73000 (Road Construction) and One Million Three Hundred Eighty Five Thousand Dollars (\$1,385,000.00) from Motor Fuel Tax Fund #302, Line Item #73000 (Road Construction) for a total of \$3,105,000.00 to pay for the Project.

*Line Item:* 558.520.558.73000 and 302.520.522.73000

*Line Item Description:* Road Construction

*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 ADDENDUM

### **Title**

Approving a Contract for Construction with Plote Construction Inc. of Hoffman Estates, Illinois for Longmeadow Parkway Section C2-B, Kane County Section No. 21-00215-29-CH

### **Committee Flow:**

Transportation Committee, Executive Committee, County Board

### **Contact:**

Steve Coffinbargar, 630.406.7170

### **Budget Information:**

Was this item budgeted? Yes	Appropriation Amount: \$3,105,000.00
If not budgeted, explain funding source: N/A	

### **Summary:**

On March 5<sup>th</sup>, four bids were opened at KDOT for the above-mentioned project to construct the last section of roadway for Longmeadow Parkway from Sandbloom/Williams Road to the Bolz Road Connector Road.

The lowest qualified bid of \$3,105,000.00 was submitted by Plote Construction Inc. of Hoffman Estates, Illinois. This project has an anticipated September 15<sup>th</sup> completion date, weather permitting and is entirely locally funded.

Staff recommends approval.

Bid Result Publication Revision

Publication TypeUnofficial Results

Alliance Contractors, Inc

Organization Name

Bid Amount

Line Items

Bid Rank

Address

Alliance Contractors, Inc

\$3,587,102.92

Full

3

1166 Lake Ave  
Woodstock Illinois  
60098 United States

Plote Construction Inc.

Organization Name

Bid Amount

Line Items

Bid Rank

Address

Plote Construction Inc.

\$3,105,000.00

Full

1

1100 Brandt Drive  
Hoffman Estates Illinois  
60192 United States

APPARENT LOW BIDDER

Martam Construction, Inc.

Organization Name

Bid Amount

Line Items

Bid Rank

Address

Martam Construction, Inc.

\$3,728,695.92

Full

4

1200 Gasket Dr  
Elgin Illinois  
60120 United States

Acura Inc.

Organization Name

Bid Amount

Line Items

Bid Rank

Address

Acura Inc.

\$3,495,220.77

Full

2

556 County Line Road, Suite B  
BENSENVILLE Illinois  
60106 United States

Bid Results Email

Email Attachment(s)



ROAD BUILDING  
SITE DEVELOPMENT

1100 BRANDT DRIVE • HOFFMAN ESTATES, IL 60192

PHONE: (847) 695-9300  
Estimating FAX: (847) 695-9317  
Administration FAX: (847) 695-7251

### CONTRACTOR DISCLOSURE

As of January, 2024, Plote Construction Inc., to the best of our knowledge, the Owners, Officers or Executives have made no political campaign contribution in the past 12-month period.

Below is a list of shareholders or owners, with at least 5% holdings in Plote Construction Inc.:

Daniel R. Plote, President      100%  
1100 Brandt Drive  
Hoffman Estates, IL 60192

  
\_\_\_\_\_

Officer: David A. Miller  
Title: VP of Contracts & Estimating

Date

March 5, 2024

Subscribed and Sworn this 5th day of March, 2024

  
\_\_\_\_\_  
Notary Public





ROAD BUILDING  
SITE DEVELOPMENT

1100 BRANDT DRIVE • HOFFMAN ESTATES, IL 60192

PHONE: (847) 695-9300  
Estimating FAX: (847) 695-9317  
Administration FAX: (847) 695-7251

### FAMILIAL RELATIONSHIP DISCLOSURE

As of January, 2024, Plote Construction Inc., 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 the attached 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.

A handwritten signature in black ink, appearing to read "David A. Miller", written over a horizontal line.

Officer: David A. Miller

Date

March 5, 2024

Title: VP of Contracts & Estimating

Subscribed and Sworn this 5th day of March, 2024

A handwritten signature in black ink, appearing to read "Joanne P. Kraus", written over a horizontal line.

Notary Public





ROAD BUILDING  
SITE DEVELOPMENT

1100 BRANDT DRIVE • HOFFMAN ESTATES, IL 60192

PHONE: (847) 695-9300  
Estimating FAX: (847) 695-9317  
Administration FAX: (847) 695-7251

March 5, 2024

Kane County Government Center  
Purchasing Department, Bld. A  
719 South Batavia Avenue  
Geneva, IL 60134

Re: Contract Disclosure  
Kane County Code, Art. II, Div. 3, Sec. 2-211

To Whom it May Concern:

In compliance with the Kane County Code referenced above, this letter will serve as our disclosure of:

- A. Campaign Contributions: Plote Construction Inc. has made no campaign contribution in the past 12 months.
- B. Ownership Interest: There is one individual that holds more than 5% of shares in Plote Construction Inc. – Daniel R. Plote, President, holds 100% of shares.
- C. Plote Construction Inc. does not have any lobbyist, agents, or representatives who are or would be having contact with Kane County Employees or officials in relation to contracts or bids.
- D. Plote Construction Inc. has not withheld nor reserved any information regarding economic interest in the firm as required by County Code for this disclosure.

Sincerely,

A handwritten signature in black ink, appearing to read "David A. Miller", is written over a horizontal line.

David A. Miller  
VP of Contracts & Estimating

Subscribed and Sworn this 5th day of March, 2024

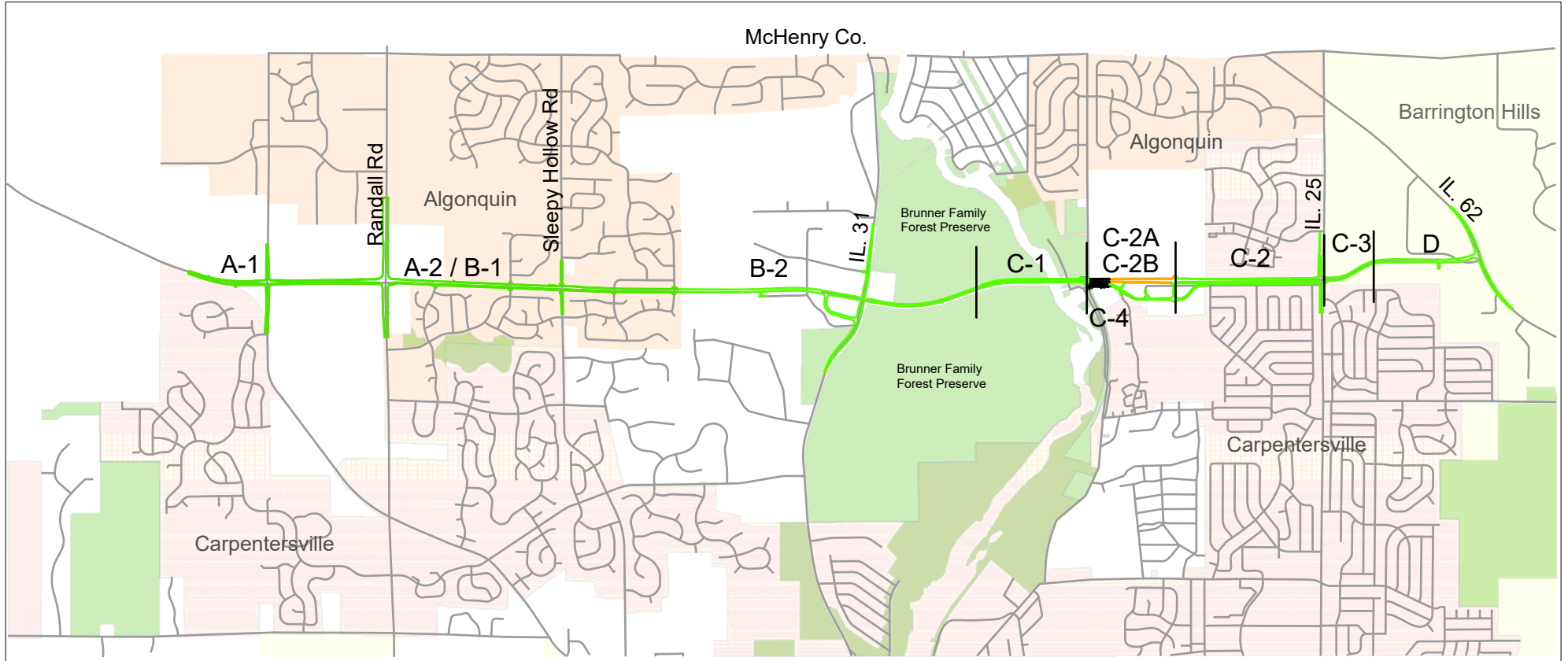
A handwritten signature in black ink, appearing to read "Joanne P. Kraus", is written over a horizontal line.

Notary Public



# Longmeadow Parkway

## March 2024



### **Status:**

A-1, A-2/B-1, B-2, C-1, C-2, C-2A, C-3, D are complete

C-2B Construction in 2024

### **Legend**

- Construction Complete
- Under Construction





*Line Item:* 305.520.527.73000

*Line Item Description:* Road Construction

*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 ADDENDUM

### **Title**

Approving Contract for Construction with Plote Construction, Inc. of Hoffman Estates, Illinois for the Fabyan Parkway at Western Avenue Intersection and Multi-Use Path Reconstruction Project, Kane County Section No. 22-00548-00-PV

### **Committee Flow:**

Transportation Committee, Executive Committee, County Board

### **Contact:**

Steve Coffinbargar, 630.406.7170

### **Budget Information:**

Was this item budgeted? Yes	Appropriation Amount: \$3,511,108.41
If not budgeted, explain funding source: N/A	

### **Summary:**

On February 27, 2024, two bids were opened at Kane County Division of Transportation for the above-mentioned project to reconstruct the intersection of Fabyan Parkway and Western Avenue to increase safety and replace the existing deteriorating pavement. Work will include earth excavation, roadway reconstruction, HMA pavement, storm sewer facilities, drainage structures and landscape restoration. Also included is the reconstruction of the existing multi-use path along the south side of Fabyan Parkway from Western Avenue to IL Route 31.

The lowest qualified bid of \$3,511,108.41 was submitted by Plote Construction Inc. of Hoffman Estates, Illinois. The project has an anticipated completion date of October 25, 2024, weather permitting, and is funded entirely with local funds.

Staff recommends approval.



ROAD BUILDING  
SITE DEVELOPMENT

1100 BRANDT DRIVE • HOFFMAN ESTATES, IL 60192

PHONE: (847) 695-9300  
Estimating FAX: (847) 695-9317  
Administration FAX: (847) 695-7251

### FAMILIAL RELATIONSHIP DISCLOSURE

As of January, 2024, Plote Construction Inc., 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 the attached 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.

February 27, 2024

Officer: David A. Miller

Date

Title: VP of Contracts & Estimating

Subscribed and Sworn this 27<sup>th</sup> day of February, 2024

Notary Public





ROAD BUILDING  
SITE DEVELOPMENT

1100 BRANDT DRIVE • HOFFMAN ESTATES, IL 60192

PHONE: (847) 695-9300  
Estimating FAX: (847) 695-9317  
Administration FAX: (847) 695-7251

February 27, 2024

Kane County Government Center  
Purchasing Department, Bld. A  
719 South Batavia Avenue  
Geneva, IL 60134

Re: Contract Disclosure  
Kane County Code, Art. II, Div. 3, Sec. 2-211

To Whom it May Concern:

In compliance with the Kane County Code referenced above, this letter will serve as our disclosure of:

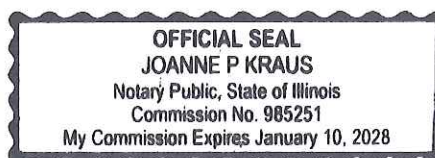
- A. Campaign Contributions: Plote Construction Inc. has made no campaign contribution in the past 12 months.
- B. Ownership Interest: There is one individual that holds more than 5% of shares in Plote Construction Inc. – Daniel R. Plote, President, holds 100% of shares.
- C. Plote Construction Inc. does not have any lobbyist, agents, or representatives who are or would be having contact with Kane County Employees or officials in relation to contracts or bids.
- D. Plote Construction Inc. has not withheld nor reserved any information regarding economic interest in the firm as required by County Code for this disclosure.

Sincerely,

David A. Miller  
VP of Contracts & Estimating

Subscribed and Sworn this 27<sup>th</sup> day of February, 2024

Notary Public





ROAD BUILDING  
SITE DEVELOPMENT

1100 BRANDT DRIVE • HOFFMAN ESTATES, IL 60192

PHONE: (847) 695-9300  
Estimating FAX: (847) 695-9317  
Administration FAX: (847) 695-7251

February 27, 2024

Kane County Department of Transportation  
41W011 Burlington Road  
St. Charles, IL 60175

Re: Prevailing Wage Rates

To Whom it May Concern:

Plote Construction will utilize the following trades:

- Operators - \$49.60 / hourly
- Teamsters - \$42.76 / hourly
- Laborers - \$48.90 / hourly

All wages paid by the Contractors and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern.

If you should have any questions or concerns, please feel free to contact our offices at (847) 695-9300.

Sincerely,

A handwritten signature in black ink, appearing to read "David A. Miller", is written over a horizontal line.

David A. Miller  
VP of Contracts & Estimating

DAM/jk



ROAD BUILDING  
SITE DEVELOPMENT

1100 BRANDT DRIVE • HOFFMAN ESTATES, IL 60192

PHONE: (847) 695-9300  
Estimating FAX: (847) 695-9317  
Administration FAX: (847) 695-7251

### CONTRACTOR DISCLOSURE

As of January, 2024, Plote Construction Inc., to the best of our knowledge, the Owners, Officers or Executives have made no political campaign contribution in the past 12-month period.

Below is a list of shareholders or owners, with at least 5% holdings in Plote Construction Inc.:

Daniel R. Plote, President      100%  
1100 Brandt Drive  
Hoffman Estates, IL 60192

A handwritten signature in black ink, appearing to read "David A. Miller", written over a horizontal line.

Officer: David A. Miller  
Title: VP of Contracts & Estimating

Date

February 27, 2024

Subscribed and Sworn this 27th day of February, 2024

\_\_\_\_\_  
Notary Public



Bid Result Publication Revision

Publication Type                      Unofficial Results

Plote Construction Inc.

APPARENT LOW BIDDER

Organization Name                      Plote Construction Inc.  
Bid Amount                                \$3,511,108.41  
Bid Rank                                    1  
Address                                      1100 Brandt Drive  
   Hoffman Estates Illinois  
   60192 United States

Geneva Construction

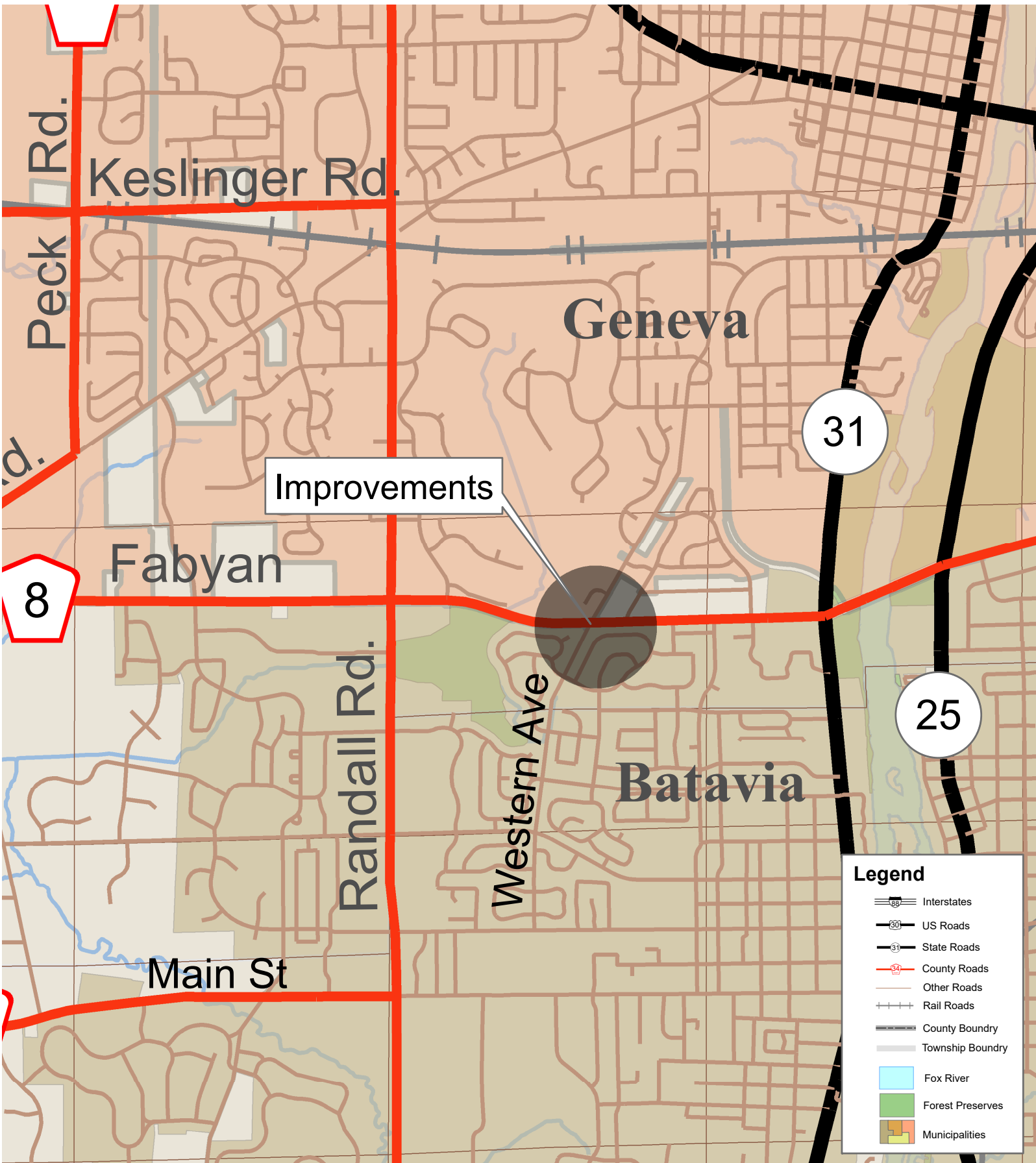
Organization Name                      Geneva Construction  
Bid Amount                                \$3,744,100.47  
Bid Rank                                    2  
Address                                      PO Box 988  
   Aurora Illinois  
   60507 United States

Bid Results Email  
Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

Additional Recipients  
Include notification issuer as an additional recipient      No

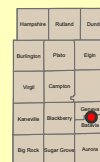




Section Number 22-00548-00-PV  
Fabyan Parkway at Western Avenue  
Improvements

0 500 1,000 2,000 3,000 4,000 Feet

0 1 Miles



SS.

## RESOLUTION NO. TMP-24-2104

WHEREAS, the Kane County Division of Transportation has solicited and received bids for the work and/or construction described as:

WHEREAS, the lowest responsible bidder for the Project is:

WHEREAS, the Project shall be paid for from the Township Motor Fuel Tax Fund.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to the lowest responsible bidder in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor.

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

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

Vote:



## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### Title

**Approving a Contract for Construction with Builders Paving, LLC. of Hillside, Illinois for 2024 Dundee Township Maintenance Project, Section Number 24-07000-01-GM**

### **Committee Flow:**

Transportation Committee, Executive Committee, County Board

### **Contact:**

Steve Coffinbargar, 630.406.7170

### **Budget Information:**

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

### **Summary:**

On February 27, 2024, six bids were opened at Kane County Division of Transportation for the above-mentioned project to resurface portions of various roads in Dundee Township totaling 1.07 miles. Work will include pavement removal and replacement and traffic control.

The lowest qualified bid of \$112,368.00 was submitted by Builders Paving LLC. of Hillside, Illinois. This project has an anticipated completion of September 30, 2024, weather permitting and is funded with the use of Township Motor Fuel Tax Funds.

Staff recommends approval.



### CONTRACTOR DISCLOSURE

As of 2/27/24, Builders Paving, LLC, 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 Builders Paving, LLC:

Jessica Palumbo Christensen	20%
Kaitlyn Palumbo Gandy	20%
Samantha Palumbo Tropeano	20%
Elizabeth Palumbo Pierce	20%
Gabriella Palumbo	20%

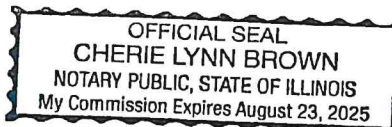
  
 Steven Salinas, Vice President

2/27/24  
 Date



Subscribed and Sworn this 27th day of February, 2024

  
 Notary Public





### FAMILIAL RELATIONSHIP DISCLOSURE

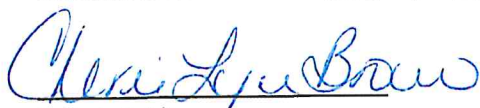
As of 2/27/24, Builders Paving, LLC, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in the attached Public Act 101-0544.

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.

  
 Steven Salinas, Vice President

2/27/24  
 Date

Subscribed and Sworn this 27th day of February, 2024.

  
 Notary Public





# FINANCIAL DISCLOSURE

2/27/24

Kane County Government Center  
Purchasing Department, Bld. A  
719 South Batavia Avenue  
Geneva, IL 60134

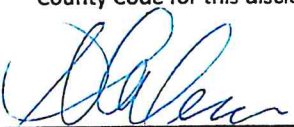
Re: Contract Disclosure  
Kane County Code, Art. II, Div. 3, Sec. 2-211  
Builders Paving, LLC

To Whom It May Concern:

In compliance with the Kane County Code Referenced above this letter will serve as our disclosure of:

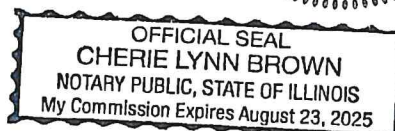
- A. Campaign contributions for the last 12 months
  - B. Individuals having more than 5% ownership of shares in Builders Paving, LLC.
  - C. Names and contact information of lobbyists, agents and representatives.
  - D. A statement under oath that we have not withheld any disclosures as to the economic interest.
- Campaign contributions: Builders Paving, LLC has not made campaign contributions in the past 12 months.
  - Ownership Interest in Builders Paving, LLC: There is more than one individual that holds more than 5% of shares in Builders Paving, LLC
 

Jessica Palumbo Christensen	20%
Kaitlyn Palumbo Gandy	20%
Samantha Palumbo Tropeano	20%
Elizabeth Palumbo Pierce	20%
Gabriella Palumbo	20%
  - Builders Paving, LLC does not have any lobbyist, agents or representatives who are or would be having contact with Kane County Employees or officials in relation to contracts or bids.
  - Builders Paving, LLC has no withheld nor reserved any information regarding economic interest in the firm as required by County Code for this disclosure.

  
Steven Salinas, Vice President

Subscribed and Sworn this 27th of February, 2024

  
Notary Public





## RATE SHEET for YEAR 2023/2024

**CONTRACTOR:**

Builders Paving, LLC  
 4401 Roosevelt Road  
 Hillside, IL 60162  
 847.419.9000

**LABOR CLASSIFICATION: LABORER JOURNEYMAN**

Laborers' District Council of Chicago & Vicinity  
 999 McClintock Drive, Suite 300  
 Burr Ridge, IL 60527  
 630.655.8289

**EFFECTIVE DATE:**

From: 6/1/23

To: 5/31/24

	% OR RATE/HR	STRAIGHT TIME	OT (1.5)	DT (2.0)
BASIC RATE:	48.90	48.90	73.35	97.80
UNION FRINGE BENEFITS:	34.53	34.53	34.53	34.53
FICA	7.65%	3.74	5.61	7.48
F.U.I.	0.60%	0.29	0.44	0.59
S.U.I.	8.65%	4.23	6.34	8.46
WORKMEN'S COMP.	2.26%	1.11	1.11	1.11
GENERAL LIABILITY:	2.86%	1.40	2.10	2.80
SUB TOTAL:		94.20	123.48	152.76
OVERHEAD	5.00%	4.71	6.17	7.64
PROFIT	5.00%	4.71	6.17	7.64
SUB TOTAL:		9.42	12.35	15.28
TOTAL LABOR RATE PER HOUR:		103.62	135.83	168.04



## RATE SHEET for YEAR 2023/2024

**CONTRACTOR:**

Builders Paving, LLC  
 4401 Roosevelt Road  
 Hillside, IL 60162  
 847.419.9000

**LABOR CLASSIFICATION: FOREMAN**

Laborers' District Council of Chicago & Vicinity  
 999 McClintock Drive, Suite 300  
 Burr Ridge, IL 60527  
 630.655.8289

**EFFECTIVE DATE:**From: 6/1/23To: 5/31/24

	% OR RATE/HR	STRAIGHT TIME	OT (1.5)	DT (2.0)
BASIC RATE:	51.90	51.90	77.85	103.80
UNION FRINGE BENEFITS:	34.53	34.53	34.53	34.53
FICA	7.65%	3.97	5.96	7.94
F.U.I.	0.60%	0.31	0.47	0.62
S.U.I.	8.65%	4.49	6.73	8.98
WORKMEN'S COMP.	2.26%	1.17	1.17	1.17
GENERAL LIABILITY:	2.86%	1.48	2.23	2.97
<b>SUB TOTAL:</b>		<b>97.86</b>	<b>128.94</b>	<b>160.01</b>
OVERHEAD	5.00%	4.89	6.45	8.00
PROFIT	5.00%	4.89	6.45	8.00
<b>SUB TOTAL:</b>		<b>9.79</b>	<b>12.89</b>	<b>16.00</b>
<b>TOTAL LABOR RATE PER HOUR:</b>		<b>107.64</b>	<b>141.83</b>	<b>176.02</b>





RATE SHEET for YEAR 2023/2024

CONTRACTOR: \_\_\_\_\_

Builders Paving, LLC  
4401 Roosevelt Road  
Hillside, IL 60162  
847.419.9000

LABOR CLASSIFICATION: OPERATING ENGINEER CLASS 1

IUOE Local 150  
6200 Joliet Road  
Countryside, IL 60525  
708.482.8800

EFFECTIVE DATE: \_\_\_\_\_ From: 6/1/23  
To: 5/31/24

	% OR RATE/HR	STRAIGHT TIME	OT (1.5)	DT (2.0)
BASIC RATE:	54.80	56.80 **	84.20 **	111.60 **
UNION FRINGE BENEFITS:	49.38	47.38	47.38	47.38
FICA	7.65%	4.35	6.44	8.54
F.U.I.	0.60%	0.34	0.51	0.67
S.U.I.	8.65%	4.91	7.28	9.65
WORKMEN'S COMP.	<input type="text" value="2.26%"/>	1.28	1.28	1.28
GENERAL LIABILITY:	<input type="text" value="2.86%"/>	1.62	2.41	3.19
SUB TOTAL:		<u>116.69</u>	<u>149.51</u>	<u>182.31</u>
OVERHEAD	<input type="text" value="5.00%"/>	5.83	7.48	9.12
PROFIT	<input type="text" value="5.00%"/>	5.83	7.48	9.12
SUB TOTAL:		<u>11.67</u>	<u>14.95</u>	<u>18.23</u>
TOTAL LABOR RATE PER HOUR:		<u><u>128.36</u></u>	<u><u>164.46</u></u>	<u><u>200.54</u></u>

\*\*Vacation Savings Monies (\$2.00) are included in Wage



RATE SHEET for YEAR 2023/2024

CONTRACTOR:

Builders Paving, LLC  
4401 Roosevelt Road  
Hillside, IL 60162  
847.419.9000

LABOR CLASSIFICATION: OPERATING ENGINEER CLASS 2

IUOE Local 150  
6200 Joliet Road  
Countryside, IL 60525  
708.482.8800

EFFECTIVE DATE:

From: 6/1/23  
To: 5/31/24

	% OR RATE/HR	STRAIGHT TIME	OT (1.5)	DT (2.0)
BASIC RATE:	54.25	56.25 **	83.38 **	110.50 **
UNION FRINGE BENEFITS:	49.38	47.38	47.38	47.38
FICA	7.65%	4.30	6.38	8.45
F.U.I.	0.60%	0.34	0.50	0.66
S.U.I.	8.65%	4.87	7.21	9.56
WORKMEN'S COMP.	2.26%	1.27	1.27	1.27
GENERAL LIABILITY:	2.86%	1.61	2.39	3.16
SUB TOTAL:		116.02	148.50	180.98
OVERHEAD	5.00%	5.80	7.43	9.05
PROFIT	5.00%	5.80	7.43	9.05
SUB TOTAL:		11.60	14.85	18.10
TOTAL LABOR RATE PER HOUR:		127.62	163.35	199.08

\*\*Vacation Savings Monies (\$2.00) are included in Wage



RATE SHEET for YEAR 2023/2024

**CONTRACTOR:** \_\_\_\_\_

Builders Paving, LLC  
4401 Roosevelt Road  
Hillside, IL 60162  
847.419.9000

**LABOR CLASSIFICATION: OPERATING ENGINEER CLASS 7**

(Gradall and machines of like nature)

IUOE Local 150  
6200 Joliet Road  
Countryside, IL 60525  
708.482.8800

**EFFECTIVE DATE:** \_\_\_\_\_

From: 6/1/23

To: 5/31/24

	% OR RATE/HR	STRAIGHT TIME	OT (1.5)	DT (2.0)
BASIC RATE:	55.80	57.80 **	85.70 **	113.60 **
UNION FRINGE BENEFITS:	49.38	47.38	47.38	47.38
FICA	7.65%	4.42	6.56	8.69
F.U.I.	0.60%	0.35	0.51	0.68
S.U.I.	8.65%	5.00	7.41	9.83
WORKMEN'S COMP.	<input type="text" value="2.26%"/>	1.31	1.31	1.31
GENERAL LIABILITY:	<input type="text" value="2.86%"/>	1.65	2.45	3.25
SUB TOTAL:		<u>117.90</u>	<u>151.32</u>	<u>184.73</u>
OVERHEAD	<input type="text" value="5.00%"/>	5.90	7.57	9.24
PROFIT	<input type="text" value="5.00%"/>	5.90	7.57	9.24
SUB TOTAL:		<u>11.79</u>	<u>15.13</u>	<u>18.47</u>
TOTAL LABOR RATE PER HOUR:		<u>129.69</u>	<u>166.46</u>	<u>203.21</u>

\*\*Vacation Savings Monies (\$2.00) are included in Wage

**CONTRACTOR:**

Builders Paving, LLC  
4413 Roosevelt Road, Suite 108  
Hillside, IL 60162  
847.419.9000

**LABOR CLASSIFICATION: TEAMSTER LOWBOY**

Teamsters Local 731  
1000 Burr Ridge Pkwy, Suite 300  
Burr Ridge, IL 60527  
630.887.4100

**EFFECTIVE DATE:**

From: 6/1/23

To: 5/31/24

	% OR RATE/HR	STRAIGHT TIME	OT (1.5)	DT (2.0)
BASIC RATE:	41.60	41.60	62.40	83.20
UNION FRINGE BENEFITS:	28.99	28.99	28.99	28.99
FICA	7.65%	3.18	4.77	6.36
F.U.I.	0.60%	0.25	0.37	0.50
S.U.I.	8.65%	3.60	5.40	7.20
WORKMEN'S COMP.	2.26%	0.94	0.94	0.94
GENERAL LIABILITY:	2.86%	1.19	1.78	2.38
<b>SUB TOTAL:</b>		<b>79.75</b>	<b>104.66</b>	<b>129.57</b>
OVERHEAD	5.00%	3.99	5.23	6.48
PROFIT	5.00%	3.99	5.23	6.48
<b>SUB TOTAL:</b>		<b>7.98</b>	<b>10.47</b>	<b>12.96</b>
<b>TOTAL LABOR RATE PER HOUR:</b>		<b>87.73</b>	<b>115.13</b>	<b>142.53</b>



## RATE SHEET for YEAR 2023/2024

**CONTRACTOR:**

Builders Paving, LLC  
 4401 Roosevelt Road  
 Hillside, IL 60162  
 847.419.9000

**LABOR CLASSIFICATION: TEAMSTER 3 (5 Axle)**

Teamsters Local 731  
 1000 Burr Ridge Pkwy, Suite 300  
 Burr Ridge, IL 60527  
 630.887.4100

**EFFECTIVE DATE:**

From: 6/1/23  
 To: 5/31/24

	% OR RATE/HR	STRAIGHT TIME	OT (1.5)	DT (2.0)
BASIC RATE:	42.20	42.20	63.30	84.40
UNION FRINGE BENEFITS:	28.99	28.99	28.99	28.99
FICA	7.65%	3.23	4.84	6.46
F.U.I.	0.60%	0.25	0.38	0.51
S.U.I.	8.65%	3.65	5.48	7.30
WORKMEN'S COMP.	2.26%	0.95	0.95	0.95
GENERAL LIABILITY:	2.86%	1.21	1.81	2.41
<b>SUB TOTAL:</b>		<b>80.48</b>	<b>105.75</b>	<b>131.02</b>
OVERHEAD	5.00%	4.02	5.29	6.55
PROFIT	5.00%	4.02	5.29	6.55
<b>SUB TOTAL:</b>		<b>8.05</b>	<b>10.58</b>	<b>13.10</b>
<b>TOTAL LABOR RATE PER HOUR:</b>		<b>88.53</b>	<b>116.33</b>	<b>144.12</b>

Bid Result Publication Revision

Publication TypeUnofficial Results

Geske and Sons, Inc.

Organization Name

Bid Amount

Line Items

Compliance

Bid Rank

Address

Geske and Sons, Inc.

\$114,979.80

Full

Compliant

2

400 E. Terra Cotta Ave.  
Crystal Lake Illinois  
60014 United States

J.A. Johnson Paving Co.

Organization Name

Bid Amount

Line Items

Compliance

Bid Rank

Address

J.A. Johnson Paving Co.

\$121,995.80

Full

Compliant

3

1025 E. Addison Court  
Arlington Heights Illinois  
60005 United States

Builders Paving, LLC

Organization Name

Bid Amount

Line Items

Compliance

Bid Rank

Address

Builders Paving, LLC

\$112,368.00

Full

Compliant

1

4401 Roosevelt Road  
Hillside Illinois  
60162 United States

APPARENT LOW BIDDER

Brothers Asphalt Paving, Inc.

Organization Name

Bid Amount

Line Items

Compliance

Buyer's comment:

Bid Rank

Address

Brothers Asphalt Paving, Inc.

\$128,858.50

Full

Non-Compliant

Does not have 003 IDOT Prequal.

N/A

315 S. Stewart Avenue  
Addison Illinois  
60101 United States

Plote Construction Inc.

Organization Name Plote Construction Inc.  
Bid Amount \$123,440.80  
Line Items Full  
Compliance Compliant  
Bid Rank 4  
Address 1100 Brandt Drive  
Hoffman Estates Illinois  
60192 United States

Maneval Construction

Organization Name Maneval Construction  
Bid Amount \$174,638.00  
Line Items Full  
Compliance Non-Compliant  
Buyer's comment: Does not have 003 IDOT Prequal.  
Bid Rank N/A  
Address 28090 W Concrete Dr  
Ingleside Illinois  
60041 United States

Bid Results Email  
Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

Additional Recipients  
Include notification issuer as an additional recipient No

# KANE COUNTY

## DIVISION of TRANSPORTATION

Carl Schoedel, P.E.  
Director of Transportation  
County Engineer



41W011 Burlington Road  
St. Charles, IL 60175  
Phone: (630) 584-1170  
Fax: (630) 584-5265

Date: 02-27-2024

On 02-27-2024, bids were opened for the 2024 Dundee Township Resurfacing Project, Section Number 24-07000-01-GM. The engineer's estimate was \$ 130,508.00 and the apparent low bidder, Builders Paving, LLC, submitted a bid of \$ 112,368.00, which is 13.90 % lower than the engineers estimate.

**Please check one below:**

- ☒ I would like to proceed with the proposal.  
☐ I would like to cancel the proposal based on the bids.

In order to for the proposal to proceed this document needs to be returned to David Boesch with Kane County by 03-01-2024. Thank you.

Signature

HIGHWAY COMMISSIONER

Title

Date

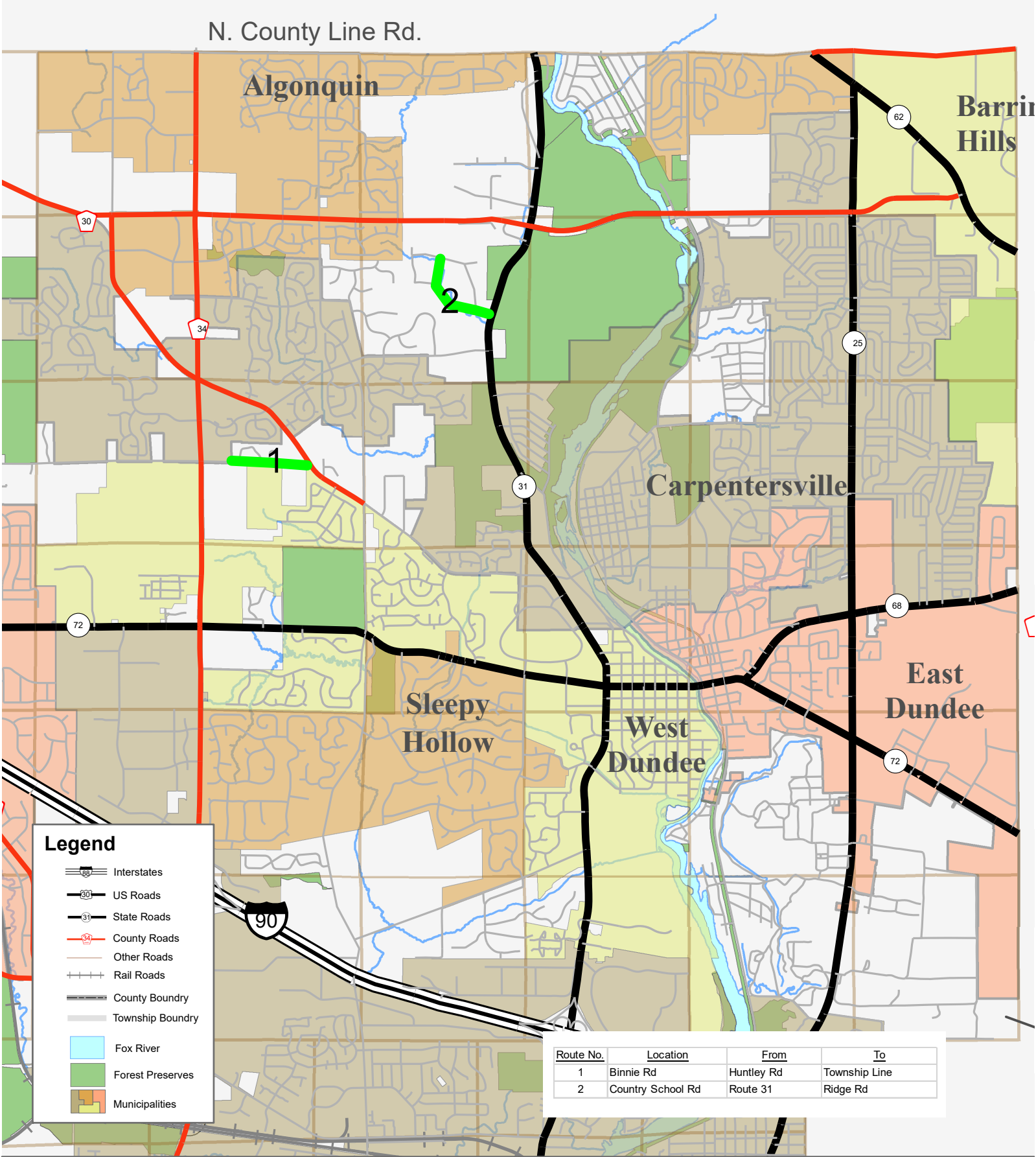
Notice to proceed shall not be given to the contractor until the contract and bond has been fully executed.

Emailed on \_\_\_\_\_  
Faxed on \_\_\_\_\_

By: \_\_\_\_\_

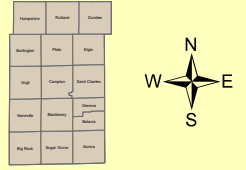
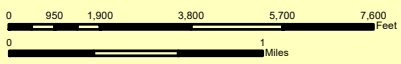
Please note that authorization to proceed shall not be given to the contractor until a "Notice to Proceed" has officially been issued to the Highway Commissioner by KDOT. Failure to comply may jeopardize the eligibility of MFT funding and result in additional paperwork.





Section Number 24-07000-01-GM

2024 Dundee Township Resurfacing



STATE OF ILLINOIS )  
SS.  
COUNTY OF KANE )

**RESOLUTION NO. TMP-24-2103**

**APPROVING A CONTRACT FOR CONSTRUCTION WITH BUILDERS  
PAVING, LLC OF HILLSIDE, ILLINOIS FOR 2024 ELGIN TOWNSHIP  
MAINTENANCE PROJECT, SECTION NO. 24-08000-01-GM**

WHEREAS, the Kane County Division of Transportation has solicited and received bids for the work and/or construction described as:

ELGIN TOWNSHIP ROAD DISTRICT SECTION NO. 24-08000-01-GM  
2024 TOWNSHIP RESURFACING  
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder for the Project is:

BUILDERS PAVING, LLC OF HILLSIDE, ILLINOIS  
with a low bid of  
\$506,548.95

WHEREAS, the Project shall be paid for from the Township Motor Fuel Tax Fund.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to the lowest responsible bidder in the amount as indicated hereinabove and that the County Board Chairwoman is hereby authorized and directed to execute a contract and contractor's bond therefor.

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

**Approving a Contract for Construction with Builders Paving, LLC. Of Hillside, Illinois for 2024 Elgin Township Maintenance Project, Kane County Section Number 24-08000-01-GM**

### **Committee Flow:**

Transportation Committee, Executive Committee, County Board

### **Contact:**

Steve Coffinbargar, 630.406-7170

### **Budget Information:**

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

### **Summary:**

On February 27, 2024, seven bids were opened at the Kane County Division of Transportation for the above-mentioned project to resurface portions of various roads in Elgin Township totaling 1.84 miles. Work will include pavement removal and replacement and traffic control.

The lowest qualified bid of \$506,548.95 was submitted by Builders Paving, LLC. Of Hillside, Illinois. This project has an anticipated completion of September, 30, 2024, weather permitting and is funded with Townships Motor Fuel Tax Funds.

Staff recommends approval.



### CONTRACTOR DISCLOSURE

As of 2/27/24, Builders Paving, LLC, 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 Builders Paving, LLC:

Jessica Palumbo Christensen	20%
Kaitlyn Palumbo Gandy	20%
Samantha Palumbo Tropeano	20%
Elizabeth Palumbo Pierce	20%
Gabriella Palumbo	20%

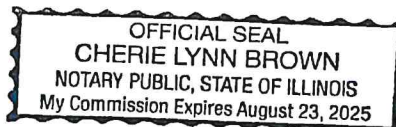
  
 Steven Salinas, Vice President

2/27/24  
 Date



Subscribed and Sworn this 27th day of February, 2024

  
 Notary Public





### FAMILIAL RELATIONSHIP DISCLOSURE

As of 2/27/24, Builders Paving, LLC, 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 the attached 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.

  
 Steven Salinas, Vice President

2/27/24  
 Date



Subscribed and Sworn this 27th day of February, 2024

  
 Notary Public





### FINANCIAL DISCLOSURE

2/27/24

Kane County Government Center  
Purchasing Department, Bld. A  
719 South Batavia Avenue  
Geneva, IL 60134

Re: Contract Disclosure  
Kane County Code, Art. II, Div. 3, Sec. 2-211  
Builders Paving, LLC

To Whom It May Concern:

In compliance with the Kane County Code Referenced above this letter will serve as our disclosure of:

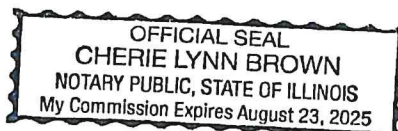
- A. Campaign contributions for the last 12 months
- B. Individuals having more than 5% ownership of shares in Builders Paving, LLC.
- C. Names and contact information of lobbyists, agents and representatives.
- D. A statement under oath that we have not withheld any disclosures as to the economic interest.
  - Campaign contributions: Builders Paving, LLC has not made campaign contributions in the past 12 months.
  - Ownership Interest in Builders Paving, LLC: There is more than one individual that holds more than 5% of shares in Builders Paving, LLC
 

Jessica Palumbo Christensen	20%
Kaitlyn Palumbo Gandy	20%
Samantha Palumbo Tropeano	20%
Elizabeth Palumbo Pierce	20%
Gabriella Palumbo	20%
  - Builders Paving, LLC does not have any lobbyist, agents or representatives who are or would be having contact with Kane County Employees or officials in relation to contracts or bids.
  - Builders Paving, LLC has no withheld nor reserved any information regarding economic interest in the firm as required by County Code for this disclosure.

Steven Salinas, Vice President

Subscribed and Sworn this 27th of February, 2024

Notary Public







## RATE SHEET for YEAR 2023/2024

**CONTRACTOR:**

Builders Paving, LLC  
 4401 Roosevelt Road  
 Hillside, IL 60162  
 847.419.9000

**LABOR CLASSIFICATION: LABORER JOURNEYMAN**

Laborers' District Council of Chicago & Vicinity  
 999 McClintock Drive, Suite 300  
 Burr Ridge, IL 60527  
 630.655.8289

**EFFECTIVE DATE:**From: 6/1/23To: 5/31/24

	% OR RATE/HR	STRAIGHT TIME	OT (1.5)	DT (2.0)
BASIC RATE:	48.90	48.90	73.35	97.80
UNION FRINGE BENEFITS:	34.53	34.53	34.53	34.53
FICA	7.65%	3.74	5.61	7.48
F.U.I.	0.60%	0.29	0.44	0.59
S.U.I.	8.65%	4.23	6.34	8.46
WORKMEN'S COMP.	2.26%	1.11	1.11	1.11
GENERAL LIABILITY:	2.86%	1.40	2.10	2.80
SUB TOTAL:		94.20	123.48	152.76
OVERHEAD	5.00%	4.71	6.17	7.64
PROFIT	5.00%	4.71	6.17	7.64
SUB TOTAL:		9.42	12.35	15.28
TOTAL LABOR RATE PER HOUR:		103.62	135.83	168.04



## RATE SHEET for YEAR 2023/2024

**CONTRACTOR:**

Builders Paving, LLC  
 4401 Roosevelt Road  
 Hillside, IL 60162  
 847.419.9000

**LABOR CLASSIFICATION: FOREMAN**

Laborers' District Council of Chicago & Vicinity  
 999 McClintock Drive, Suite 300  
 Burr Ridge, IL 60527  
 630.655.8289

**EFFECTIVE DATE:**From: 6/1/23To: 5/31/24

	% OR RATE/HR	STRAIGHT TIME	OT (1.5)	DT (2.0)
BASIC RATE:	51.90	51.90	77.85	103.80
UNION FRINGE BENEFITS:	34.53	34.53	34.53	34.53
FICA	7.65%	3.97	5.96	7.94
F.U.I.	0.60%	0.31	0.47	0.62
S.U.I.	8.65%	4.49	6.73	8.98
WORKMEN'S COMP.	2.26%	1.17	1.17	1.17
GENERAL LIABILITY:	2.86%	1.48	2.23	2.97
SUB TOTAL:		97.86	128.94	160.01
OVERHEAD	5.00%	4.89	6.45	8.00
PROFIT	5.00%	4.89	6.45	8.00
SUB TOTAL:		9.79	12.89	16.00
TOTAL LABOR RATE PER HOUR:		107.64	141.83	176.02





RATE SHEET for YEAR 2023/2024

**CONTRACTOR:**

Builders Paving, LLC  
4401 Roosevelt Road  
Hillside, IL 60162  
847.419.9000

**LABOR CLASSIFICATION: OPERATING ENGINEER CLASS 1**

IUOE Local 150  
6200 Joliet Road  
Countryside, IL 60525  
708.482.8800

**EFFECTIVE DATE:**

From: 6/1/23  
To: 5/31/24

	% OR RATE/HR	STRAIGHT TIME	OT (1.5)	DT (2.0)
BASIC RATE:	54.80	56.80 **	84.20 **	111.60 **
UNION FRINGE BENEFITS:	49.38	47.38	47.38	47.38
FICA	7.65%	4.35	6.44	8.54
F.U.I.	0.60%	0.34	0.51	0.67
S.U.I.	8.65%	4.91	7.28	9.65
WORKMEN'S COMP.	2.26%	1.28	1.28	1.28
GENERAL LIABILITY:	2.86%	1.62	2.41	3.19
SUB TOTAL:		116.69	149.51	182.31
OVERHEAD	5.00%	5.83	7.48	9.12
PROFIT	5.00%	5.83	7.48	9.12
SUB TOTAL:		11.67	14.95	18.23
TOTAL LABOR RATE PER HOUR:		128.36	164.46	200.54

\*\*Vacation Savings Monies (\$2.00) are included in Wage



## RATE SHEET for YEAR 2023/2024

**CONTRACTOR:**

Builders Paving, LLC  
 4401 Roosevelt Road  
 Hillside, IL 60162  
 847.419.9000

**LABOR CLASSIFICATION: OPERATING ENGINEER CLASS 2**

IUOE Local 150  
 6200 Joliet Road  
 Countryside, IL 60525  
 708.482.8800

**EFFECTIVE DATE:**From: 6/1/23To: 5/31/24

	% OR RATE/HR	STRAIGHT TIME	OT (1.5)	DT (2.0)
BASIC RATE:	54.25	56.25 **	83.38 **	110.50 **
UNION FRINGE BENEFITS:	49.38	47.38	47.38	47.38
FICA	7.65%	4.30	6.38	8.45
F.U.I.	0.60%	0.34	0.50	0.66
S.U.I.	8.65%	4.87	7.21	9.56
WORKMEN'S COMP.	<input type="text" value="2.26%"/>	1.27	1.27	1.27
GENERAL LIABILITY:	<input type="text" value="2.86%"/>	1.61	2.39	3.16
SUB TOTAL:		<u>116.02</u>	<u>148.50</u>	<u>180.98</u>
OVERHEAD	<input type="text" value="5.00%"/>	5.80	7.43	9.05
PROFIT	<input type="text" value="5.00%"/>	5.80	7.43	9.05
SUB TOTAL:		<u>11.60</u>	<u>14.85</u>	<u>18.10</u>
TOTAL LABOR RATE PER HOUR:		<u><u>127.62</u></u>	<u><u>163.35</u></u>	<u><u>199.08</u></u>

\*\*Vacation Savings Monies (\$2.00) are included in Wage



RATE SHEET for YEAR 2023/2024

CONTRACTOR: \_\_\_\_\_

Builders Paving, LLC  
4401 Roosevelt Road  
Hillside, IL 60162  
847.419.9000

LABOR CLASSIFICATION: OPERATING ENGINEER CLASS 7

(Gradall and machines of like nature)

IUOE Local 150  
6200 Joliet Road  
Countryside, IL 60525  
708.482.8800

EFFECTIVE DATE: \_\_\_\_\_

From: 6/1/23

To: 5/31/24

	% OR RATE/HR	STRAIGHT TIME	OT (1.5)	DT (2.0)
BASIC RATE:	55.80	57.80 **	85.70 **	113.60 **
UNION FRINGE BENEFITS:	49.38	47.38	47.38	47.38
FICA	7.65%	4.42	6.56	8.69
F.U.I.	0.60%	0.35	0.51	0.68
S.U.I.	8.65%	5.00	7.41	9.83
WORKMEN'S COMP.	2.26%	1.31	1.31	1.31
GENERAL LIABILITY:	2.86%	1.65	2.45	3.25
SUB TOTAL:		117.90	151.32	184.73
OVERHEAD	5.00%	5.90	7.57	9.24
PROFIT	5.00%	5.90	7.57	9.24
SUB TOTAL:		11.79	15.13	18.47
TOTAL LABOR RATE PER HOUR:		129.69	166.46	203.21

\*\*Vacation Savings Monies (\$2.00) are included in Wage

**CONTRACTOR:**

Builders Paving, LLC  
 4413 Roosevelt Road, Suite 108  
 Hillside, IL 60162  
 847.419.9000

**LABOR CLASSIFICATION: TEAMSTER LOWBOY**

Teamsters Local 731  
 1000 Burr Ridge Pkwy, Suite 300  
 Burr Ridge, IL 60527  
 630.887.4100

**EFFECTIVE DATE:**

From: 6/1/23  
 To: 5/31/24

	% OR RATE/HR	STRAIGHT TIME	OT (1.5)	DT (2.0)
BASIC RATE:	41.60	41.60	62.40	83.20
UNION FRINGE BENEFITS:	28.99	28.99	28.99	28.99
FICA	7.65%	3.18	4.77	6.36
F.U.I.	0.60%	0.25	0.37	0.50
S.U.I.	8.65%	3.60	5.40	7.20
WORKMEN'S COMP.	<input type="text" value="2.26%"/>	0.94	0.94	0.94
GENERAL LIABILITY:	<input type="text" value="2.86%"/>	1.19	1.78	2.38
<b>SUB TOTAL:</b>		<b>79.75</b>	<b>104.66</b>	<b>129.57</b>
OVERHEAD	<input type="text" value="5.00%"/>	3.99	5.23	6.48
PROFIT	<input type="text" value="5.00%"/>	3.99	5.23	6.48
<b>SUB TOTAL:</b>		<b>7.98</b>	<b>10.47</b>	<b>12.96</b>
<b>TOTAL LABOR RATE PER HOUR:</b>		<b>87.73</b>	<b>115.13</b>	<b>142.53</b>

**CONTRACTOR:**

Builders Paving, LLC  
 4401 Roosevelt Road  
 Hillside, IL 60162  
 847.419.9000

**LABOR CLASSIFICATION: TEAMSTER 3 (5 Axle)**

Teamsters Local 731  
 1000 Burr Ridge Pkwy, Suite 300  
 Burr Ridge, IL 60527  
 630.887.4100

**EFFECTIVE DATE:**

From: 6/1/23  
 To: 5/31/24

	% OR RATE/HR	STRAIGHT TIME	OT (1.5)	DT (2.0)
BASIC RATE:	42.20	42.20	63.30	84.40
UNION FRINGE BENEFITS:	28.99	28.99	28.99	28.99
FICA	7.65%	3.23	4.84	6.46
F.U.I.	0.60%	0.25	0.38	0.51
S.U.I.	8.65%	3.65	5.48	7.30
WORKMEN'S COMP.	<input type="text" value="2.26%"/>	0.95	0.95	0.95
GENERAL LIABILITY:	<input type="text" value="2.86%"/>	1.21	1.81	2.41
<b>SUB TOTAL:</b>		<b>80.48</b>	<b>105.75</b>	<b>131.02</b>
OVERHEAD	<input type="text" value="5.00%"/>	4.02	5.29	6.55
PROFIT	<input type="text" value="5.00%"/>	4.02	5.29	6.55
<b>SUB TOTAL:</b>		<b>8.05</b>	<b>10.58</b>	<b>13.10</b>
<b>TOTAL LABOR RATE PER HOUR:</b>		<b>88.53</b>	<b>116.33</b>	<b>144.12</b>

**Bid Result Publication Revision****Publication Type**

Unofficial Results

**Curran Contracting Company**

<b>Organization Name</b>	Curran Contracting Company
<b>Bid Amount</b>	\$688,632.50
<b>Line Items</b>	Full
<b>Compliance</b>	Compliant
<b>Bid Rank</b>	6
<b>Address</b>	286 Memorial Court Crystal Lake Illinois 60014 United States

**Geneva Construction**

<b>Organization Name</b>	Geneva Construction
<b>Bid Amount</b>	\$576,660.20
<b>Line Items</b>	Full
<b>Compliance</b>	Compliant
<b>Bid Rank</b>	4
<b>Address</b>	PO Box 988 Aurora Illinois 60507 United States

**Geske and Sons, Inc.**

<b>Organization Name</b>	Geske and Sons, Inc.
<b>Bid Amount</b>	\$624,937.90
<b>Line Items</b>	Full
<b>Compliance</b>	Compliant
<b>Bid Rank</b>	5
<b>Address</b>	400 E. Terra Cotta Ave. Crystal Lake Illinois 60014 United States

**J.A. Johnson Paving Co.**

<b>Organization Name</b>	J.A. Johnson Paving Co.
<b>Bid Amount</b>	\$575,392.65
<b>Line Items</b>	Full
<b>Compliance</b>	Compliant
<b>Bid Rank</b>	3
<b>Address</b>	1025 E. Addison Court Arlington Heights Illinois 60005 United States

**Builders Paving, LLC**

**Organization Name** Builders Paving, LLC  
**Bid Amount** \$506,548.95  
**Line Items** Full  
**Compliance** Compliant  
**Bid Rank** 1  
**Address**  
  
4401 Roosevelt Road  
Hillside Illinois  
60162 United States

**APPARENT LOW BIDDER**

**Brothers Asphalt Paving, Inc.**

**Organization Name** Brothers Asphalt Paving, Inc.  
**Bid Amount** \$652,440.25  
**Line Items** Full  
**Compliance** Non-Compliant  
**Buyer's comment:** Does not have 003 IDOT Prequal.  
**Bid Rank** N/A  
**Address**  
  
315 S. Stewart Avenue  
Addison Illinois  
60101 United States

**Plote Construction Inc.**

**Organization Name** Plote Construction Inc.  
**Bid Amount** \$558,798.95  
**Line Items** Full  
**Compliance** Compliant  
**Bid Rank** 2  
**Address**  
  
1100 Brandt Drive  
Hoffman Estates Illinois  
60192 United States

**Bid Results Email**  
**Email Attachment(s)**

File	Size	Uploaded Date	Language
No Files			

**Additional Recipients**  
**Include notification issuer as an additional recipient** No

**KANE COUNTY**  
**DIVISION of TRANSPORTATION**

Carl Schoedel, P.E.  
Director of Transportation  
County Engineer



41W011 Burlington Road  
St. Charles, IL 60175  
Phone: (630) 584-1170  
Fax: (630) 584-5265

Date: 02-27-2024

On 02-27-2024, bids were opened for the 2024 Elgin Township Resurfacing Project, Section Number 24-08000-01-GM. The engineer's estimate was \$ 591,487.00 and the apparent low bidder, Builders Paving, LLC, submitted a bid of \$ 506,548.95, which is 14.36 % lower than the engineers estimate.

**Please check one below:**

- ☒ I would like to proceed with the proposal.  
☐ I would like to cancel the proposal based on the bids.

In order to for the proposal to proceed this document needs to be returned to David Boesch with Kane County by 03-01-2024. Thank you.

Jason Krehbe  
Signature

Highway Commissioner  
Title

2/28/2024  
Date

Notice to proceed shall not be given to the contractor until the contract and bond has been fully executed.

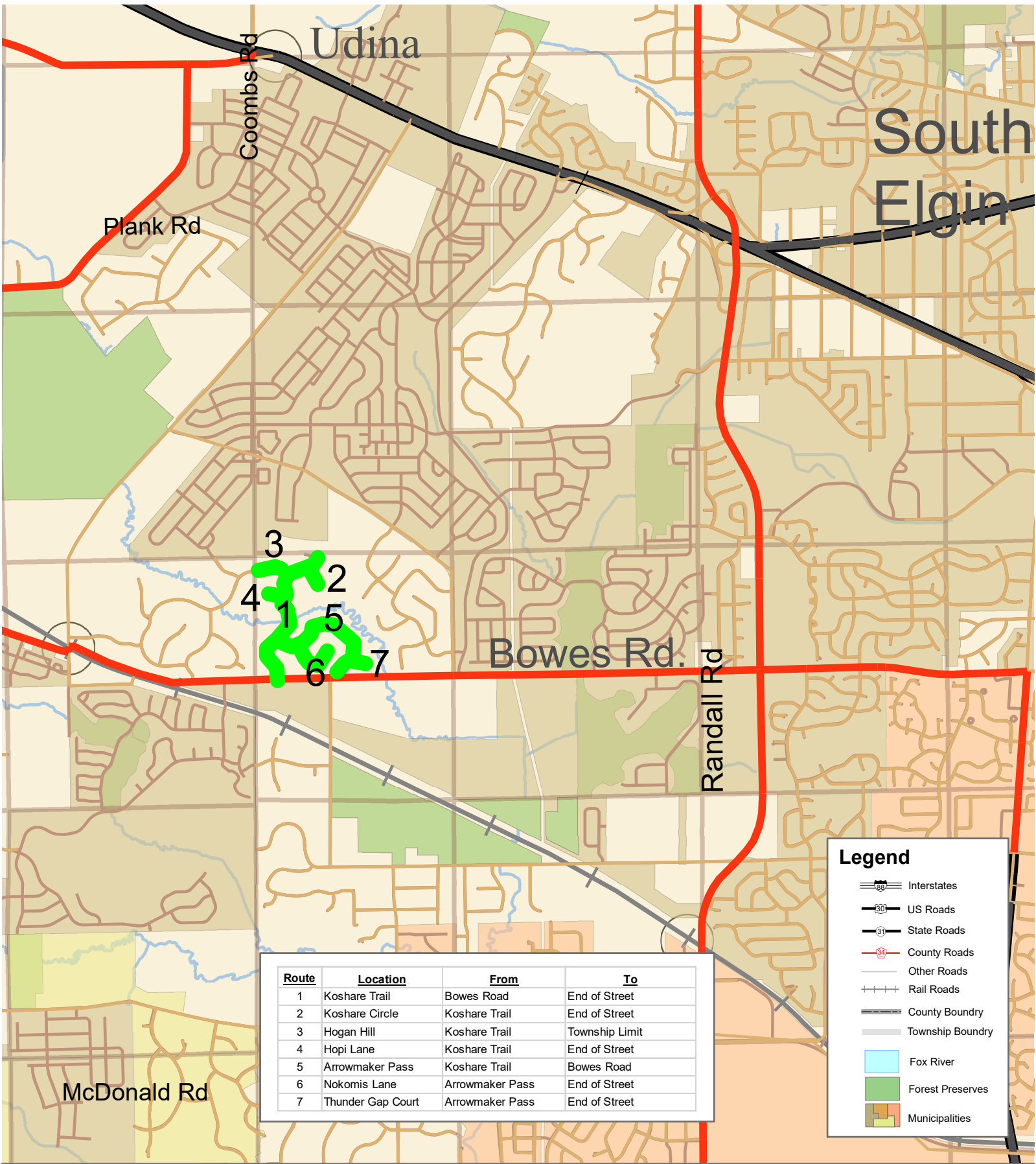
Emailed on \_\_\_\_\_

Faxed on \_\_\_\_\_

By: \_\_\_\_\_

Please note that authorization to proceed shall not be given to the contractor until a "Notice to Proceed" has officially been issued to the Highway Commissioner by KDOT. Failure to comply may jeopardize the eligibility of MFT funding and result in additional paperwork.





Route	Location	From	To
1	Koshare Trail	Bowes Road	End of Street
2	Koshare Circle	Koshare Trail	End of Street
3	Hogan Hill	Koshare Trail	Township Limit
4	Hopi Lane	Koshare Trail	End of Street
5	Arrowmaker Pass	Koshare Trail	Bowes Road
6	Nokomis Lane	Arrowmaker Pass	End of Street
7	Thunder Gap Court	Arrowmaker Pass	End of Street

**Legend**

Interstates

US Roads

State Roads

County Roads

Other Roads

Rail Roads

County Boundary

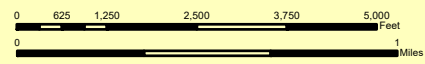
Township Boundary

Fox River

Forest Preserves

Municipalities

Section Number 24-08000-01-GM  
2024 Elgin Township Resurfacing



Madison

Bellevue

Elgin

Northglenn

Waukegan

Elgin

Crystal

Deer Park

Deer Park

Waukegan

Deer Park

Deer Park

KANE COUNTY

Division of Transportation

411



*Line Item:* 305.520.527.50140

*Line Item Description:* Engineering

*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.

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

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

Vote:



## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### **Title**

Approving an Amendment to the Agreement with Ciorba Group, Inc. of Chicago, Illinois for On-Call Phase III Engineering Services, Kane County Section No. 23-00564-00-EG

### **Committee Flow:**

Transportation Committee, Executive Committee, County Board

### **Contact:**

Steve Coffinbargar, 630.406.7170

### **Budget Information:**

Was this item budgeted? Yes	Appropriation Amount: \$350,000.00
If not budgeted, explain funding source: N/A	

### **Summary:**

KDOT staff utilized the QBS process to select Ciorba Group Inc. for professional On-Call Phase III Engineering services in 2023 which was required due to recent staffing changes and work load. The agreement is for three years and was approved by the County Board in June 2023.

As part of these services, Ciorba Group Inc. completed construction observation services for two construction contracts: Orchard Road at Countryside Avenue and Montgomery Road at Virgil Gilman Trail. Given that KDOT's Construction Section remains short handed and two large ongoing projects are tying up senior staff, we require an experienced consultant to help with the daily inspection for the upcoming Fabyan Parkway at Western intersection reconstruction to occur during 2024.

Based upon the fine work that Ciorba did last year and the need for assistance with the intersection improvement, KDOT staff recommends adding more funding to the existing agreement with Ciorba to cover this larger project. Amendment #1 will allow for Ciorba Group to perform proper construction observation services for the intersection improvement project which is estimated to last 8 to 9 months. The amendment increases the upper limit of the contract by \$350,000.00 for a total compensation limit of \$500,000.00.

Staff recommends approval.

**AMENDMENT NO. 1 TO AN AGREEMENT  
BETWEEN THE COUNTY OF KANE AND CIORBA GROUP, INC.  
FOR A PHASE III ENGINEERING SERVICES AGREEMENT (ON CALL SERVICES) FOR  
THE FABYAN PARKWAY AT WESTERN INTERSECTION IMPROVEMENT  
COUNTY SECTION NO. 23-00564-00-EG**

**PURCHASE ORDER #2024-\_\_\_\_\_**

This Amendment No. 1 made this 9<sup>th</sup> day of APRIL, 2024, to an Agreement between the COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY"), and, CIORBA GROUP INC., an Illinois corporation and an Illinois licensed professional engineering firm with offices at 5507 Cumberland Ave, Suite 402 Chicago, Illinois 60656 (hereinafter referred to as the "ENGINEER"). The COUNTY and the ENGINEER are sometimes hereinafter collectively referred to as the "PARTIES" and individually as a "PARTY".

**RECITALS**

WHEREAS, pursuant to Kane County Resolution No. 18-206, the COUNTY and the ENGINEER entered into a Phase II Engineering Services Agreement for on call Construction Observation Services in the amount of \$150,000.00 (hereinafter referred to as the ("Agreement"));

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in the Agreement between the PARTIES, and their mutual request to modify the Agreement, the PARTIES hereby agree as follows:

**1.0 RECITALS INCORPORATED**

1.1 The foregoing preambles are incorporated into this Amendment No. 1 as though fully set forth herein,

**2.0 AGREEMENT REMAINS IN EFFECT**

2.1 The Agreement, shall remain in full force and effect except where the provisions of this Amendment No. 1 conflict with the Agreement, in which case the provisions of this Amendment No. 1 shall supercede and control.

**3.0 SCOPE OF SERVICES**

3.1 Additional engineering services are to be provided by the ENGINEER in accordance with the modified scope of services identified within Exhibit "A" and Exhibit "B" attached hereto and are incorporated into Amendment No. 1 by reference..

**4.0 COMPENSATION**

4.1 Compensation to the ENGINEER for the additional engineering services identified within Exhibit "A" and Exhibit "B" of this Agreement shall be \$350,000.00 based upon the additional services and work identified therein.

4.2 Total payments to the ENGINEER for the engineering services under the terms of the Agreement and this Amendment No. 1 shall not exceed \$500,000.00.

5.0 PROJECT SCHEDULE

5.1 The date of termination of the Agreement shall be June 13, 2025, unless otherwise extended by mutual written agreement of the PARTIES or unless otherwise terminated as provided for within the Agreement.

The PARTIES set their hands and seals as of the date written above.

COUNTY OF KANE

CIORBA GROUP, INC.

\_\_\_\_\_  
CORINNE M. PIEROG  
CHAIRMAN, KANE COUNTY BOARD

\_\_\_\_\_  
DUANE O'LAUGHLIN  
CHIEF OPERATING OFFICER

ATTEST:

ATTEST:

\_\_\_\_\_  
JOHN A. CUNNINGHAM  
KANE COUNTY CLERK

\_\_\_\_\_  
MELISSA BENTZ  
CORPORATE SECRETARY

# Exhibit A

## CIORBA GROUP, INC. CONSTRUCTION AVERAGE HOURLY RATE BY JOB CLASSIFICATION AS of January 1, 2024

Classification		Average Rate	
Principal	D. O'Laughlin \$ 86.00	\$	86.00
Senior Resident Engineer	M. Kowalski \$ 73.00	J. Singer \$ 73.00	\$ 73.00
Project Engineer	W. Deuter \$ 57.50		\$ 57.50
Engineer II	M. Jarrar \$ 42.00	M. Peters \$ 40.00	E. Alvarado \$ 41.00
		P. Gliva \$ 40.00	M. Rashidi \$ 40.50
			\$ 40.70
Engineer I	A Omelanczuk \$ 38.00		\$ 38.00
Senior Technician	A. Harn \$ 44.00	P. Milenov \$ 50.00	\$ 47.00
Lead Surveyor	M. Contreras \$ 53.00		\$ 53.00

**\*\*Raises are generally effective as of January 1**

Exhibit B

Cost Estimate of  
Consultant Services  
(Direct Labor Multiple)

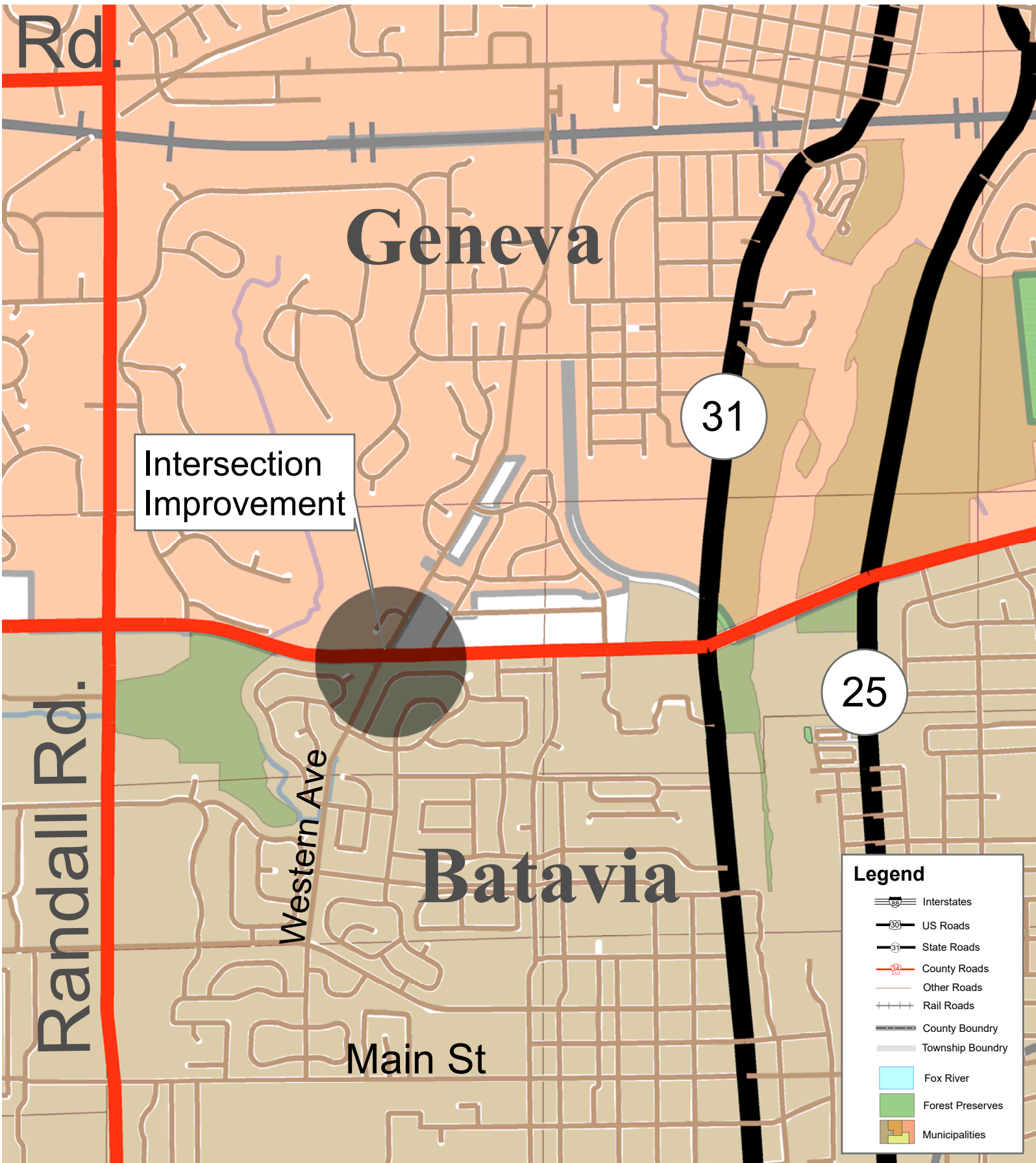
Firm	Ciorba Group, Inc
Route	Fabyan Parkway at Western Avenue
Section	22-00548-00-PV
County	Kane County
Job No.	

Date	01/02/24
Complexity Factor	0

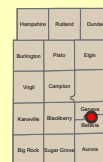
DBE	ITEM	MANHOURS	PAYROLL	(2.8+R) TIMES PAYROLL	DIRECT COSTS	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
		(A)	(B)	(C)	(D)		(C+D+E)	(C+D+E)	
	Construction Engineering / Administration	2230	\$ 108,330.00	\$ 303,324.00	\$ 16,380.00		\$ -	\$ 319,704.00	91.4%
	Project Management & Administration	7	\$ 537.00	\$ 1,503.60	\$ -		\$ -	\$ 1,503.60	0.4%
Yes	Rubino Engineering, Inc.					\$ 28,734.00	\$ 28,734.00	\$ 28,734.00	8.2%
	TOTALS	2237	\$ 108,867.00	\$ 304,827.60	\$ 16,380.00	\$ 28,734.00	\$ 28,734.00	\$ 349,941.60	100%

DBE 8.21%





Section Number 22-00584-00-PV  
Fabyan Parkway at Western Avenue  
Intersection Improvement



SS.

# RESOLUTION NO. TMP-24-2106

*Line Item:* 300.520.520.50140

*Line Item Description:* Engineering Services

*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.

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

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

Vote:



## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### **Title**

Approving an Agreement with State Materials Engineering, LLC dba S.T.A.T.E. Testing, LLC of East Dundee, Illinois for the 2024 On-Call Material Testing Services, Kane County Section No. 24-00371-04-EG

### **Committee Flow:**

Transportation Committee, Executive Committee, County Board

### **Contact:**

Steve Coffinbargar, 630.406.7170

### **Budget Information:**

Was this item budgeted? Yes	Appropriation Amount: \$450,000.00
If not budgeted, explain funding source: N/A	

### **Summary:**

The Material Testing Services contract is a three year contract that will provide inspection and testing of engineered materials such as aggregates, hot mix asphalt and portland cement concrete products as well as soil boring, testing and analysis for various capital improvement projects throughout the County for April 2024 thru April 2027.

KDOT staff has completed the consultant selection process and has negotiated a contract with State Material Engineering, LLC dba S.T.A.T.E Testing LLC for Material Testing Services for an amount of \$150,000.00 a year in this three year contract for a total appropriation request of \$450,000.00. Details regarding the selection process may be found on our website.

Staff recommends approval.

**AN AGREEMENT BETWEEN THE COUNTY OF KANE  
AND STATE MATERIALS ENGINEERING, LLC dba S.T.A.T.E TESTING, LLC  
FOR 2024 ON CALL MATERIAL TESTING SERVICES  
FOR VARIOUS COUNTY HIGHWAY PROJECTS  
KANE COUNTY SECTION NO. 24-00371-04-EG**

**PURCHASE ORDER # 2024-X**

This Agreement made this \_\_\_\_ day of April 2024 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the “County”), and, STATE MATERIALS ENGINEERING, LLC DBA S.T.A.T.E. TESTING LLC, an Illinois corporation authorized to conduct business in the state of Illinois and an Illinois licensed professional engineering firm with offices at 570 Rock Road Unit K. East Dundee, Illinois 60118 (hereinafter referred to as the “Consultant”). The County and Consultant are sometimes hereinafter collectively referred to as the “PARTIES” and individually as a “PARTY”.

WITNESSETH

WHEREAS, it is deemed to be in the best interest of the COUNTY and the motoring public to inspect and test various construction materials and soils to be used on COUNTY highway construction projects (hereinafter referred to as the “Project”) and,

WHEREAS, in order to complete the PROJECT, it is necessary to retain the services of a professional engineering firm to perform soil and material inspection and testing services for the PROJECT for a period of three years; and,

WHEREAS, the Consultant has experience and professional expertise in soil and material inspection and testing services, and is willing to perform said services for the PROJECT for a total amount not to exceed Four Hundred and Fifty Thousand, Dollars and no Cents (\$450,000.00) for this three year Agreement. Notwithstanding anything herein to the contrary the Kane County Engineer may at his sole option, terminate this Agreement at any time; and

WHEREAS, the COUNTY has determined that it is in the COUNTY’S best interest to enter into this Agreement with CONSULTANT.

NOW, THEREFORE, in consideration of the above stated preambles, the mutual covenants and agreements herein set forth, the Parties do hereby mutually covenant, promise, agree and bind themselves as follows:

1.0 INCORPORATION

- 1.1 All of the preambles set forth hereinabove are incorporated into and made a substantive part of this Agreement.

## 2.0 SCOPE OF SERVICES

- 2.1 Consulting services for the Project are to be provided by Consultant according to the specifications set forth in the Scope of Services attached hereto as Exhibit “A” and incorporated into the terms of this agreement by reference. These services are sometimes also referred to as the “work” in this agreement.

## 3.0 NOTICE TO PROCEED

- 3.1 The Kane County Engineer shall provide authorization to proceed with the work described and identified in the Scope of Services in the form of a written notice to proceed (hereinafter “Notice to Proceed”), subsequent to execution of this agreement by the Chairman of the Board of the County.

## 4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The Kane County Engineer shall provide written approval before any technical sub-consultants are hired by the Consultant to perform any of the work contemplated by this agreement.
- 4.2 Consultant shall hire and supervise any sub-consultants performing work on the Project. Consultant shall be solely responsible for any and all work performed by any sub-consultant in the same manner and with the same liability as if the work was completed by Consultant directly.

## 5.0 TIME FOR PERFORMANCE

- 5.1 Consultant shall commence work on the Project as directed in the Notice to Proceed. The County is not responsible for any work performed by Consultant or any sub-consultant prior to the commencement date set forth within the Notice to Proceed.
- 5.2 Consultant shall submit a schedule for completion of the Project to the County no later than seven (7) business days after the Notice to Proceed is mailed or otherwise transmitted to Consultant. The proposed schedule is subject to approval by the County Engineer which shall not be unreasonably withheld.
- 5.3 Consultant and all sub-consultants are strictly prohibited from completing any work on this Project subsequent to the termination of this agreement for any reason.

## 6.0 COMPENSATION

- 6.1 The County shall only pay the Consultant for work performed in accordance with the terms and conditions of this agreement.
- 6.2 The County shall pay the Consultant based upon the hourly rates for personnel working on the Project. The average hourly rates and hourly rate ranges are set forth in Exhibit “B”, which is attached hereto and incorporated into this agreement.

- 6.3 The County shall pay Consultant for supplies and materials required for the completion of all work defined in the exhibit(s) attached hereto.
- 6.4 Consultant shall provide corresponding copies of all receipts and paid invoices from material suppliers to the County prior to receiving approval of a reimbursement payment for the supplies and materials procured by Consultant.
- 6.5 Any Project costs not specifically referenced in this agreement or the exhibits thereto, are unauthorized. The County shall have no responsibility for their payment, or to reimburse Consultant for unauthorized payments made in completion of the Project work.
- 6.6 Within Forty-Five (45) days of the County's approval of properly documented invoices, the County shall pay or cause to be paid to Consultant partial payments of the compensation specified in the exhibit(s) to this Agreement. The County reserves the right to hold back a sum equal to five percent (5%) of the total contract sum to ensure performance satisfactory to the Kane County Engineer.
- 6.6 Total payments to Consultant under the terms of this Agreement shall not exceed Four Hundred and Fifty Thousand, Dollars and no cents (\$450,000.00).
- 6.7 Consultant shall utilize the County's Automatic Clearing House (ACH) payment program for all payments received pursuant to this agreement.

## 7.0 DELIVERABLES.

- 7.1 Consultant shall provide the County, prior to the termination of this Agreement, or at any such time as the Kane County Engineer directs, any required deliverables related to work performed under this agreement.
- 7.2 Upon receipt, review and acceptance of all deliverables by the County (if required), final payment will be made to the Consultant by the County.

## 8.0 CONSULTANT'S INSURANCE

- 8.1 Consultant and any sub-consultants shall, during the term of this Agreement and as may be required thereafter, maintain, at its sole expense, insurance coverage including:
  - A. Worker's Compensation Insurance in the amount mandated by Illinois law.
  - B. Employer's Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) for each accident/injury and One Million Dollars (\$1,000,000) for each potential employee-disease claim.

- C. Commercial General Liability Insurance, (including contractual liability) with limits of not less than One Million Dollars (\$1,000,000) for each occurrence of bodily injury/property damage; Two Million Dollars (\$2,000,000) in aggregate for injury/property damage; and Two Million Dollars (\$2,000,000) in the aggregate for products-completed operations.
- D. Commercial Automobile Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident/occurrence.
- E. Professional Errors and Omissions Insurance with a minimum limit of One Million Dollars (\$1,000,000) per claim.
- F. Cyber Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per claim.
- G. Fiduciary Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per claim.

8.2 Consultant shall provide the County copies of the Consultant's certificates of insurance prior to the issuance of the Notice to Proceed. The certificate(s) of insurance shall identify the County of Kane as the Certificate Holder and shall also identify the Section Number set forth in the title to this agreement. Consultant shall provide to the County and maintain a certificate of insurance for its General Liability Policy which identifies the County as an additional named insured. The additional named insured endorsement included on the Consultant's Commercial General Liability policy shall provide the following:

- A. That the coverage afforded the County as an additional insured will be primary insurance with respect to all claims arising out of work performed by or on behalf of Consultant; and
- B. That if the County has insurance which is applicable to a potential claim, said insurance shall be used only after Consultant's insurance policy limits have been reached with respect to an underlying claim; and.
- C. That Consultant's liability under any insurance policy shall not be reduced due to the existence of an insurance policy maintained by the County; and
- D. That the certificate of insurance shall contain a provision or endorsement stating the coverage afforded will not be canceled, or allowed to lapse due to the failure to renew the policy until a thirty (30) day written notice of the pending cancellation has been provided to the County. The non-payment of an insurance premium by Consultant or its sub-consultants shall be considered an exception to this provision, with written notice of the non-payment of an insurance premium to be provided to the County within ten (10) days prior to any cancellation of an insurance policy



The insurance required to be purchased and maintained by Consultant shall be provided by an insurance company acceptable to the County with an AM Best rating of A- or better, and licensed to do business in the State of Illinois. The insurance policy coverage provided by Consultant shall include at a minimum, the specified coverage and limits identified in this agreement. If Illinois law, federal law, or other relevant regulations require insurance coverage above and beyond the terms and amounts set forth in this agreement, Consultant and any sub-consultants shall maintain insurance policies in conformity with the law or relevant regulation. In no event shall any failure of the County to receive policies or certificates of insurance, or to demand receipt of the same be construed as a waiver of the Consultant's obligation to obtain and maintain insurance in conformity with this agreement.

## 9.0 INDEMNIFICATION.

- 9.1 Consultant shall indemnify and hold harmless the County, and its officials, directors, officers, agents, and employees from and against any and all claims, damages, liabilities and costs, including but not limited to court costs and reasonable attorney's fees, arising out of or resulting from performance of the work, provided that such claims, damages, liabilities or cost is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property but only to the extent caused by negligent acts or omissions of the Consultant, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by the negligence of the County. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a Party or person described in this paragraph. In claims against the County and its officials, directors, officers, agents, and employees by an employee of the Consultant, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or a sub-consultant under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 9.2 Nothing contained herein shall be construed as prohibiting the County, its officials, directors, officers, agents, and employees, from selecting and using its own agents, attorneys and experts, to defend any claims, actions or suits brought against the County.
- 9.3 If any errors, omissions, intentional or negligent acts are made by Consultant or a sub-consultant in any phase of the work, the correction of which requires additional materials, supplies, field work, or office work, Consultant shall be required to procure said additional materials and supplies, and perform such additional work as may be necessary to remedy the same without undue delay or charge to the County.

- 9.4 Acceptance of the work by the County will not relieve Consultant of its responsibility for the quality of its work product, nor Consultant's liability for loss or damage to property or persons resulting therefrom.

#### 10.0 SATISFACTORY PERFORMANCE.

- 10.1 Consultant and all sub-consultants shall maintain a standard of performance under the terms of this agreement which meets the quality and standards commonly accepted in the industry in the Chicago Metropolitan area, to the satisfaction of the County Engineer.

#### 11.0 CONFLICT OF INTEREST.

- 11.1 Consultant represents that it has no conflicting public or private interest and shall not acquire any such interest that would conflict in any manner with the performance of Consultant's services under this agreement.
- 11.2 By executing this agreement, Consultant represents, warrants, and, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Purchasing Act; and further certifies that it has not been barred from contracting with a unit of State or Local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, 1992, Chapter 720, paragraph 5/33E-3).

#### 12.0 OWNERSHIP OF DOCUMENTS.

- 12.1 Consultant agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, written and electronic correspondence, computations and any other document(s) prepared by Consultant under the terms of this Agreement shall be properly arranged, indexed and delivered to the County within ninety (90) days of receipt of a written request for the document by the County.
- 12.2 Any documents or materials created or maintained pursuant to this Agreement shall be considered the property of the County. The County shall have the right to use any document or materials without restriction or limitation, and without compensation to Consultant other than as provided for in this agreement.

#### 13.0 COMPLIANCE WITH STATE AND OTHER LAWS – PREVAILING WAGE ACT.

- 13.1 Consultant and all sub-consultants shall comply with all state, federal and local statutes, ordinances and regulations in completion of the work contemplated by this agreement. Further, Consultant and any sub-consultants shall obtain all necessary permits and authorizations from local municipal authorities prior to commencement and subsequent to completion of all work contemplated under this agreement.
- 13.2 Consultant and all sub-consultants are strictly prohibited from discriminating against any worker, job applicant, employee or member of the public, due to an

individual's race, creed, color, sex, age, handicap, or national origin. Further, Consultant and all sub-consultants are prohibited from engaging in any unfair employment practices, as the term is recognized under state and federal law.

- 13.3 Consultant and any sub-consultant(s) shall comply with all applicable state and federal prevailing rate of wage laws, and shall take all steps necessary to remain in compliance therewith. (See: Exhibit "C" for reference).
- 13.4 Consultant and all sub-consultant(s) shall comply with and are subject to the Kane County Ethics Ordinance (Article II, Division 3, Section 2-211) provided for in the Kane County Municipal Code.

#### 14.0 MODIFICATION OR AMENDMENT

- 14.1 The terms of this agreement may only be modified or amended by a written agreement duly executed by both Parties.

#### 15.0 TERM OF THIS AGREEMENT.

- 15.1 The term of this Agreement shall begin on the date this agreement is fully executed and shall continue in full force and effect until one of the following events occurs:
  - A. A Party's termination of this agreement in accordance with the terms of Section 16.0; or
  - B. Completion of the Project as contemplated by this agreement; or
  - C. April 30, 2027.
- 15.2 In the event the required time is exceeded and/or anticipated personnel requirements are not adequate and remaining funds are not sufficient to complete the Project, adjustments in the total compensation due to Consultant may be determined by negotiation between the County and Consultant. The County shall, however, have no obligation to agree to any modification of the terms set forth in this agreement.
- 15.3 The first calendar day for the purposes of this agreement shall be the date the County provides the Notice to Proceed to Consultant. In the event the Project work is suspended as memorialized on a "Report of Starting and Completion Date," the calendar days for this agreement will be adjusted for the same amount of time.
- 15.4 Notwithstanding anything contained within Section 15.0 of this agreement, the Kane County Engineer may, in his sole discretion and with the consent of Consultant, extend the term of this agreement for a period of time up to but not to exceed one year.

16.0 TERMINATION ON WRITTEN NOTICE.

- 16.1 Except as otherwise set forth in this agreement, Consultant shall have the right to terminate this agreement for cause upon serving sixty (60) days written notice upon the County.
- 16.2 The County may terminate this Agreement at any time upon written notice to the Consultant.
- 16.3 Upon termination of this agreement, the obligations of the Parties to this Agreement shall cease. However, neither party shall be relieved of its duty to perform contractual obligations up through the date of termination. Notwithstanding the same, the obligations of Consultant to indemnify and hold the County harmless as provided for in Section 9.0 above shall survive the termination of this agreement.
- 16.4 Upon any termination of this agreement, all data, work product, reports and documents created or maintained, as a result of the Parties' obligations under this agreement shall remain the property of the County and shall be provided to the County within thirty (30) days subsequent to the County's written request for the same.

17.0 ENTIRE AGREEMENT.

- 17.1 This agreement contains the entire agreement, contemplated by the Parties. The Parties represent and warrant that there are no other covenants, promises, conditions or representations, either oral or written, other than those contained in this agreement.

18.0 NON-ASSIGNMENT.

- 18.1 This Agreement shall not be assigned without prior written approval of all Parties to this agreement.

19.0 SEVERABILITY.

- 19.1 In the event any provision of this Agreement is determined to be unenforceable for any reason, it shall not affect the validity of the remaining terms of the agreement. As such the agreement shall remain in full force and effect as if the unenforceable provision were entirely removed from this agreement.

20.0 GOVERNING LAW.

- 20.1 This agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance of the Parties' obligations identified herein.
- 20.2 The Parties agree that the appropriate venue for any dispute arising under the terms of this agreement shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.

21.0 NOTICE.

- 21.1 For the purpose of this agreement, written notice shall be deemed to be provided to a Party three (3) business days subsequent to the post-marked date set forth on regular first-class mail sent for delivery through the United States Postal Service. Any written notice required under the terms of this agreement shall be sent to the following addresses and Parties by First Class regular mail:

KANE COUNTY DIVISION OF TRANSPORTATION  
41W011 Burlington Road  
Saint Charles, Illinois 60175  
Attn.: Carl Schoedel, P.E., Kane County Engineer

STATE MATERIALS ENGINEERING, LLC dba S.T.A.T.E. TESTING, LLC.  
570 Rock Road, Unit K  
East Dundee, Illinois 60118  
Attn.: Jay Behnke, P.E., .President

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF KANE

STATE MATERIALS ENGINEERING, LLC  
dba S.T.A.T.E. TESTING, LLC.

\_\_\_\_\_  
CORINNE M. PIEROG  
MADAM CHAIR, KANE COUNTY  
BOARD

\_\_\_\_\_  
JAY J. BEHNKE, P.E.  
PRESIDENT

ATTEST:

ATTEST:

\_\_\_\_\_  
JOHN A. CUNNINGHAM  
KANE COUNTY CLERK

\_\_\_\_\_  
DEREK A. WHITE, PE  
VICE PRESIDENT

## **EXHIBIT A**

### **Consulted Construction Management/Observation**

#### **A. OVERVIEW**

##### **THE ENGINEER AGREES:**

1. To perform or be responsible for the performance of the following engineering services for the COUNTY in connection with the proposed improvement herein described:
  - i. Furnish or cause to be furnished:
  - ii. Construction observers and other technical personnel to perform the construction observation. The COUNTY, based upon the project scope, shall direct the amount of personnel.
  - iii. Continuous observation of the work and Contractor's operations for compliance with the plans and specifications as construction proceeds, however the ENGINEER does not guarantee the contract performance of the Contractor.
- IV. Maintain daily records of Contractor's activity which shall include:
  - (i) project diary
  - (ii) Inspector's Daily Report (I.D.R.)
  - (iii) Quantity book
  - (iv) Resident's Weekly Report
  - (v) Paving summary (Field Book)
  - (vi) **Daily photography of detour, MOT, site conditions and work progress.**
  - (vii) All other documentation required by the COUNTY
- v. Supervision of construction observers, proportioning engineers, and other technical personnel and also the type, frequency, and location of material testing and sampling.
- vi. Establishment of centerline control and recovering of benchmarks. Also, random checks as required by the COUNTY of Contractor's construction staking activities.
- vii. Preparation and submission to the COUNTY in required form and number of copies, all partial and final Pay Estimates, Change Orders, records and reports required by the COUNTY.
- viii. Insure that all required evidence of material certification and inspection is received from the Contractor before final payment is made.
- IX. Mark contract plans in red to provide record drawings (As-Built Plans) of the completed project for permanent record. Submit one set of As-Built Plans to the COUNTY at the time of final payment.

- x. Prepare for and provide materials as directed by the County and attend the Pre Construction Conference, and provide meeting minutes to the COUNTY no later than 7 Days from the date of the meeting
  - xi. Schedule, coordinate, and provide an agenda for weekly progress meetings. Also, to provide meeting minutes to the COUNTY no later than 7 days from the date of the meeting.
  - xii. The basic survey notes and sketches, charts, computations and other data and records prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the COUNTY without cost and without restriction or limitation as to their use.
  - xiii. Submit to the COUNTY a list of the personnel and the equipment the Resident Engineer proposes to use in fulfilling the requirements of this agreement.
- b. (X) Coordinate, furnish or cause to be furnished:
- t. Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research of the Illinois Department of Transportation (IDOT) and promptly submit reports on forms prepared by said Bureau.
  - ii. Proportioning and testing of bituminous mixtures in accordance with the "Manual of instructions for Bituminous Portioning and Testing" issued by the Bureau of Materials and Physical Research of the Illinois Department of Transportation (IDOT) and promptly submit reports on fomls prepared by said Bureau.
  - iii. All compaction tests as required by the specifications or as directed by the COUNTY and report promptly the same on forms prepared by the Bureau of Materials and Physical Research of the Illinois Department of Transportation (IDOT).
  - iv. Quality and sieve analysis on local aggregates that are not from approved producers (as listed by the Bureau of Materials and Physical Research of the Illinois Department of Transportation (IDOT) to see that they comply with the specifications contained within the contract.
  - v. Inspect all materials when the Bureau of Materials and Physical Research of the Illinois Department of Transportation (IDOT) do not provide inspection at the source and submit inspection reports to the COUNTY in accordance with the policies of the said COUNTY.

**B. REQUIRED SERVICES AND PROCEDURES FOR CONSULTED  
CONSTRUCTION MANAGEMENT/OBSERVATION**

**1. DUTIES AND AUTHORITY OF THE RESIDENT ENGINEER/TECHNICIAN**

The Resident Engineer/Technician (Resident) provided by the Consulting firm or Agency, who from this point on shall be referred to, as the Resident along with his/her staff is responsible for all construction details on the project. He/she shall report directly to the Kane County Division of Transportation (KDOT) Construction Section Chief or his Supervising Project Manager (PM). The Resident is expected to accept delegated responsibility and to make decisions within the authority delegated to the Resident

Engineer. A Resident's first duty is to enforce the contract and specification requirements. The Resident shall assign and schedule all field and material inspection and must maintain daily contact with the Contractor's personnel to proficiently provide the engineering services necessary for the Contractor's continued progress.

In addition the Resident is expected to make the day-to-day decisions to the extent that his/her experience and construction knowledge permit. However, the Resident is not authorized nor should the Resident attempt to revise, delete, or change the contract provisions. **When contract, plan, or specification changes are anticipated or there is a discrepancy between plans, specifications or special provisions, the Resident should contact the KDOT PM immediately for guidance.** The Resident also shall schedule, attend, and provide meeting minutes for all necessary meetings. **The Resident shall also contact the KDOT PM, by either phone or email, at the beginning of each scheduled work day to inform the PM of work scheduled, work accomplished the day before and any issues that would require guidance or direction. In the event work will not occur due to weather or logistics, the Resident shall inform the KDOT PM either by email or phone as soon as they are aware of the change in scheduling.**

The Resident shall be the KDOT public relations person when dealing with those whom the contract may involve and inconvenience. The Resident shall assure contract compliance with respect to:

- a. Contract Proposal
  - Special Provisions
  - Highway Standards
- b. Plans
  - General Notes
  - Typical Sections
  - Plan and Profile Sheets
  - Cross Section Sheets
  - Highway Standards
  - All Special Detail Sheets
- c. "Supplemental Specifications and Recurring Special Provisions"
- d. "Standard Specifications for Road and Bridge Construction"
- e. Payroll
- f. Pay Estimates
- g. Erosion Control/Drainage
- h. E.E.O. Bulletin Boards
- i. Traffic Control
- J. Documentation
- k. Inspection
  - Material
  - Field (Various Construction Operations)



l. Army Corp and EPA permits, SWPP completion, NOI and NOT submittals as well as other paperwork required in active permits for the project.

m. CCDD compliance and necessary forms and paperwork

n. Various Other Items

## 2. MEETINGS

Prior to the start of construction, the Kane County Division of Transportation (KDOT) shall arrange a pre-construction conference. All personnel involved with the project, including all necessary utility representatives, Contractor's personnel, construction supervision personnel, local agency representatives, and KDOT staff shall be requested to attend. The Resident shall be required to attend, run, provide agenda and take meeting minutes to be submitted to the KDOT with copies sent to all other attendees no later than 7 days after the date of the pre-construction conference.

Bi-weekly coordination meetings shall be scheduled and coordinated by the Resident. These meetings shall be for the purpose of coordinating construction activities for the upcoming two weeks, and any other important issues that may arise. The Resident shall be required to attend, run and also provide meeting minutes to be submitted to the KDOT no later than 7 days after the date of the coordination meeting.

## 3.

### DOCUMENTATION

a. Project Diary: The Project Diary is one of the most essential records kept on the job. The Resident or a designated representative of the Resident Engineer shall be required to keep a daily diary on each contract. **IN ADDITION TO THE DAILY DIARY, A MINIMUM OF 10 PHOTOS ARE TO BE TAKEN EVERY DAY WHILE WORK IS BEING DONE DOCUMENTING THE WORK IN PROGRESS, WORK COMPLETED, FORCE ACCOUNT WORK, DEFICIENT WORK AND SITE CONTIONS, PAYING ATTENTION TO TRAFFIC CONTROL ITEMS AND PLAN M.O.T.**

The diary shall be a bound hardback book; there must be a separate diary on each Contract and a separate diary for each year. All entries throughout the diary shall be in ink.

The first entry in the diary shall be on the inside cover. This entry shall include the year, the official designation of the section (County, Section number, Route, District number, Job number, and Contract number), the name of the Contractor, and the name and signature of the Resident. A list of all personnel (inspectors) assigned to or working on the project also shall be printed on the inside cover, and each person shall put his/her initials after his/her name. KDOT's return address shall be noted on the inside cover so that it may be returned if ever lost.

An entry must be made in the project diary for each day of the project, including weekends and holidays, except when the project is officially suspended. Entries must begin by the official start date or when the Contractor begins work, whichever is first. The diary shall contain a day-to-day record of all significant items relating to the project. The date and day of the week shall be shown on the top of the page. Also, the time(s) of arrival and departure of the Resident or staff shall be listed under the date. A description of the day activities, and the number and the

type of workers for the general contractor and each of the subcontractors shall be recorded for each day. Other information that shall be documented in the project diary is:

- o Weather.
  - o Progress schedule controlling item of work.
  - o Working days charged and reason for partial or non-working days.
  - o Traffic control inspections and changes.
  - o Description and hours of material inspection (done by Material ENGINEERS)
  - o Important discussions with Contractor(s).
  - o Official visitors and inspections.
  - o Opening and closing of detours.
  - o Work and materials rejected and reasons.
  - o Time of discontinuing or resuming work and reasons.
  - o Account of any time spent by Contractor's workers or equipment on disputable items of work.
  - o The presence of railroad flaggers and whether the Contractor is to be reimbursed for their services.
  - o Length and cause of any delay.
  - o Dates on which payment began and end for Engineer's Field Office, or any other calendar-month item.
  - o Description of important faxes and telephone calls. Unusual conditions, if any, such as high water, bridge failures, accidents/injuries, etc.
- b. **Inspector's Daily Report (IDR):** An Inspector's daily inspection field report shall be kept by the Resident and or his/her staff for each contract. Illinois Department of Transportation (IDOT) form BC-628 shall be used for the documentation of daily work. This form is available as a spreadsheet on Microsoft Excel and is available from the KDOT. Completed IDR forms shall be kept in chronological order in a 3- ring hard cover binder. The items shall be checked on the right side of the report when they are entered the Quantity Book. The information contained on this report shall identify:
- o **Date**
  - o **Name of Contractor/Sub-Contractor(s) that performs on pay items**
  - o Weather
  - o Item No.
  - o Pay Item
  - o Location of work
  - o Quantity and Units
  - o Evidence of Material Inspection.
  - o Calculations and Sketches (if applicable)

Note: Calculations and sketches shall be used to justify quantities of all items having foot, square foot, square yard, and cubic yard units. The calculations and sketches shall be based on accurate field measurements and shall be presented in a neat and concise manner on the bottom of the form, on the back page, and or on a separate additional sheet placed after IDR form sheet. Someone other than the person who performed the original calculations shall check all calculations.

- c. **Quantity Book:** A Quantity Book shall be kept the Resident and or his/her staff for each contract. IDOT form OC-625 shall be used for the documentation of quantities for federally funded projects only. A similar KDOT Quantity Book Form shall be used for all other projects. The KDOT Quantity Book Form is available as a spreadsheet on Microsoft Excel and is available from the KDOT. A separate Quantity Book sheet shall be provided for each contract pay item. A title page listing the official designation of the section, the name address, and telephone number of the Contractor, and the address of KDOT shall be provided. Also, a sheet index page listing item number, item, and page number shall be provided. The Quantity Book

Sheets (in numerical order), title page, and sheet index page shall all be kept in a 3-ring binder. Quantities shall be placed in this form daily.

d. Field Books: Hard cover, bound field books shall be used by the Resident and or his/her staff to record all field measurements including but not limited to the following information:

- Daily field measurements used to justify quantities shown in the IDR
- Permanent survey records, layout checks, cross-sections
- PCC paving summary
- Bituminous concrete paving summary
- Pile driving records
- Depth checks (PCC and bituminous paving, sub-base, topsoil, curb and gutter, etc.)
- All field books shall be identified with the following information and shall include: Route(s) description, section number, year, and the field book number (Ex.: Field Book #1) shall be listed on the front cover with a black marker.
- Project designation and the address of the KDOT offices in Campton Hills, Illinois as well as the KDOT PMs Name on the inside cover.
- An index page that contains enough detail to show a reviewer the contents and location of the contents within the field book.

e. Resident's Weekly Report: A weekly report containing a record of the contractor's progress shall be kept by the Resident. IDOT form BC-239 shall be used for the Resident's **weekly** Report. This report shall be filled out weekly, signed by the Resident, and a copy mailed to the Contractor's office as soon as possible (at no time shall the Contractor receive the copy later than 7 days from the date of the report). Copies of the report shall marked c.c. for:

- Contractor
- Project file (KDOT)
- Resident's file

f Other periodic reports for traffic control and project issues shall be completed and maintained as per IDOT policy and procedures.

The Resident shall keep his/her copies in chronological order, and contained within a hard covered 3-ring binder.

#### 4. CHANGE ORDERS

Whenever it becomes apparent that extra work is necessary on a project, the Resident shall contact KDOT. KDOT shall determine the appropriate course of action. Payment for extra work shall be classified as either an agreed Unit Price or a Force Account. In the case when an Agreed Unit Price shall be used, The Resident shall submit a formal request letter to the Contractor. This letter shall list the requested item, unit, and estimated quantity for an Agreed Unit Price. Once the Contractor's Agreed Unit Price letter is received, the KDOT shall review it. If the Agreed Unit Price letter is found acceptable, the Resident shall prepare the appropriate Change Order form and submit it to KDOT for further processing by IDOT.

In the case when a Force Account is used, the process shall be same as that of an Agreed Unit Price,

except that the Resident shall submit a formal request letter to the Contractor requesting an estimated amount for time, equipment and material costs for the proposed Force Account work.

No extra work shall be permitted unless authorized by KDOT.

The Resident shall document all additional work under Force Account, daily by using IDOT form BC-635 and both the Contractor and the Resident will retain copies.

Materials used on Force Account work that will be incorporated in the job must meet with satisfactory inspection.

The amounts of Labor, Equipment and Materials claimed by the Contractor on his submitted itemized bill, which he prepares at the completion of the extra work, must agree with the daily amounts shown on the completed BC-635 forms.

Refer to Article J09.04 of the Standard Specifications.

The completed itemized bill shall be submitted to KDOT for approval, and Change Order processing.

Once KDOT and/or IDOT (Bureau of Construction), as the case may be, have approved the Change Order, the Resident shall add the Agreed Unit Price(s) or Force Account(s) to the next pay estimate as a line item.

All Change Orders shall be either IDOT form BC-22 (for projects using Federal funds) or a KDOT Change Order form. The KDOT Change Order form is available as a spreadsheet on Microsoft Excel and can be obtained from the KDOT.

## **5. PAY ESTIMATES**

The Resident shall prepare an Engineer's Payment Estimate (pay estimate) for submittal and payment at least once a month for each contract. All documented partially and completed work that has all required material inspection should be shown for payment on the Engineer's Payment Estimate form. This form shall be used for all projects (except projects using Federal funds). The form is available as a spreadsheet on Microsoft Excel and is available from KDOT.

The pay estimate form for projects using Federal funds shall be received from IDOT (Bureau of Construction –FAUS Projects) once a month. The Resident shall write in the quantities, sign his/her name to the bottom of the form, and return it to IDOT (Bureau of Construction –FAUS Projects) for processing of payment. Also, the Resident shall send a copy to KDOT for the job file, as well as retain a copy for Resident's file.

The Resident shall meet with the Contractor before the pay estimate is submitted to insure agreement of all quantities included in the pay estimate for the month. Any discrepancy or disagreement between the contractor and the ENGINEER shall be immediately reported to the KDOT.

The Resident shall then submit the pay estimate to KDOT for review and processing of payment.

## **6. INSPECTION MATERIAL**

An independent Materials ENGINEER shall perform all required material inspection for all projects. The Materials ENGINEER shall be under the direct employment of ENGINEER and shall be assigned by the KDOT. The Resident shall coordinate direct, and schedule all

material inspection with the Materials ENGINEER. The Material ENGINEER shall not be responsible for determining when, what, and where they should be performing material inspection. The Resident shall determine the type, frequency, and location as required by the IDOT Project Procedures Guide (Sampling Frequencies for Testing and Inspection) and/or KDOT.

All billings for material inspection services shall be checked and verified with the Project Diary by the Resident or his/her staff for correct dates, hours, and charges. Any disparities shall be reported to KDOT as soon as possible. Copies of all material inspection billings shall be kept in the Resident's file.

Materials inspection and documentation is the responsibility of the Materials ENGINEER. However, the Resident and his/her staff shall verify that the quality, quantity, and frequency of all material inspection reports meet the requirements of TOOT (Bureau of Materials). Copies of completed material inspection reports shall be retained in the Resident's file.

## **7. PLAN QUANTITY ACCEPTANCE**

The acceptance of plan quantities as final quantities for a number of the pay items is acceptable providing that KDOT and the Contractor agree in writing that the plan quantities are accurate and will be used as final quantities. The Resident shall receive a list of the items from KDOT that KDOT would like to agree upon

The Resident and or his/her staff shall, from the plans, verify the accuracy of the quantity of each item on the list. The Resident shall then submit his/her findings, which shall include all calculations used to determine the accuracy of the quantity on the list to KDOT. The KDOT will review the Resident's calculations to determine which items to include on IDOT form BC-981. This form shall be presented to the Contractor at the Pre-Construction Conference and be reviewed, signed, and returned to KDOT before any construction work has begun.

## **8. CONSTRUCTION LAYOUT VERIFICATION**

All construction layout and staking shall normally be provided by the Contractor and paid for by the item "Construction Layout Stakes". The Resident and or his/her staff shall recover and identify all horizontal control points, benchmarks, and right-of-way corners (for newly acquired parcels) prior to construction. The Resident shall instruct Contractor to submit copies of all field book information regarding layout on a daily basis to be retained in the Resident's file. The Resident and or his/her staff shall use standard survey methods to randomly check all horizontal locations and elevations for every staking operation. The Resident and or his/her staff shall document all layout checks in a field book. In the event that an error is found, the Resident shall notify the Contractor

Immediately and insure that he/she corrects the error as soon as possible. If an unnecessary amount of layout errors persist, the Resident shall notify KDOT as soon as possible.

## **9. TRAFFIC CONTROL INSPECTION**

Inspection of all traffic control devices, signing, pavement marking, etc. *shall be inspected and photographed* by the Resident or his/her staff at least twice a day when the Contractor is working and once a day when is the Contractor not working. One of the traffic control inspections shall be done at the later part of the day, before the contractor leaves, to allow time for the contractor to correct any deficiencies before they leave at the end of the day. The Resident and or his/her staff shall verify that all traffic control is accordance with the Traffic Control plan, and all applicable standards. The Resident and or his/her staff shall notify the Contractor as soon as possible of any and all deficiencies including:

- a. Downed and/or damaged signs
- b. Downed and/or damaged barricades or sign panels
- c. Worn, missing or conflicting temporary pavement marking
- d. Malfunctioning or damaged temporary traffic signals and temporary roadway lighting

The Resident shall list the times of inspection, descriptions of any and all deficiencies, and description of conversation with Contractor in the Daily Diary and complete the appropriate IDOT forms for Traffic Control Inspection for daytime and/or nighttime inspection.

## 10. FINAL INSPECTIONS

- a. Traffic Signal/Roadway Lighting Installation: Once Traffic Signal/Roadway Lighting installation have been completed and energized, the Resident shall schedule a Pre-Tum On inspection with the Contractor and KDOT the Contractor shall address any deficiencies that are discovered as soon as possible. Once all deficiencies have been addressed, the Resident shall schedule a Tum On inspection with the Contractor, Maintenance Contractor, IDOT representative, controller manufacturer's technician (Traffic Signals) and the KDOT.
- b. Overall Project Inspection (Final Walk-Through): Upon notice from the Contractor of completion of the entire project, the Resident shall schedule a walk-through inspection with the Contractor, KDOT and any other agency (Municipal and/or State) representatives if there is any outside agency funding. The inspection shall consist of walking the length of all portions of roadway (both sides). The Resident shall include any and all deficiencies that are discovered in the Resident's Punch list. The Punch list shall be addressed to the Contractor and signed by the Resident. The Punch list shall be mailed to the Contractor, and a copy shall be sent to KDOT. Once all deficiencies have been addressed, the Resident shall conduct another inspection with the Contractor to insure that all the items on the punch list have been addressed.

## 11. FINAING OUT OF PROJECTS

Upon receiving notice of project completion from the Contractor, the Resident shall schedule a meeting with the Contractor and KDOT to finalize quantities for all items per contract. Once final quantities are agreeable with both the Contractor and KDOT, the Resident shall prepare an Engineer's Semi-Final Pay Estimate, which shall include all final quantities with 1% retainage. The Engineer's Semi-Final Pay Estimate shall then be submitted to KDOT for review and processing of payment.

The Resident shall also prepare Engineer's Final Pay Estimate, which shall be the same as the Engineer's Semi-Final Pay Estimate with the exception that the retainage shall be reduced to 0%. This final pay estimate shall be presented on the Engineer's Final Pay Estimate form, which can be obtained from KDOT. The Resident shall also prepare and submit to KDOT the following:

- a. Balance Authorization sheet(s)
- b. Explanations for changes in total dollar values that exceed \$2000.00 per item
- c. Any un-approved Change Orders

The Balance Authorization form is available as a spreadsheet on Microsoft Excel and can be obtained from KDOT.

Once the Engineer's Final Pay Estimate is submitted to IDOT for approval, the Bureau of Materials shall check all items for the required materials inspection and certification. The Resident shall receive a list of material deficiencies from KDOT. The Resident then shall make a formal request



to the Contractor and or the Materials ENGINEER for all needed material inspection and certification. Once the Resident receives all requested material inspection and certification, he/she shall submit it directly to I.D.O.T. (Bureau of Materials).

## **12. RECORD DRAWINGS and SCANNED JOB BOX**

The Resident and or his/her staff shall provide a complete set of record drawings (as built plans) to K.D.O.T. for their records. **The record drawings shall be marked as "RECORD DRAWINGS" dated and initialed by the individual(s) who prepared them. All sheets, regardless of whether they have been modified, shall be marked as RECORD or AS BUILT in an appropriate box or space,** The drawings shall consist of a 24"x 36" size set of project plans that have all changes and additions tagged by clouds or similar easy to see markngs in red ink. In addition, the ENGINEER shall provide professionally scanned copies of all "AS BUILT" plans, as well as the entire IDOT or KDOT approved project job box, in PDF format as part of the engineering services for the project. A version of the "As Bults" in AutoCAD shall also be provided for GIS purposes. Copies of all photos taken by the RE and staff in JPEG format shall also be included in the final documents. These documents may be submitted on dedicated hard drives, flash drives or CDs, intended for archiving of important documents, depending on the file sizes.



**EXHIBIT "B" COST PROPOSAL**  
**On Call Material Testing**  
**Section Number 24-00371-04-EG**

All work will be on an on-call basis and charged according to the attached rate schedule.



## STANDARD RATES & FEES

**S.T.A.T.E. Testing, LLC**  
**2024 Season (March 1st)**

### **BITUMINOUS MATERIALS LABORATORY SERVICES \***

### **Standard**

COMPLETE IDOT HMA MIX DESIGN(4 or More) includes TSR and Hamburg Wheel	\$8,470
COMPLETE IDOT HMA MIX DESIGN(3 or less) includes TSR and Hamburg Wheel	\$9,570
COMPLETE IDOT/ISHTA HMA MIX DESIGN(4 or More) includes TSR or Slope Inflection and Hamburg Wheel and I-FIT or DCT	\$10,450
COMPLETE IDOT/ISHTA HMA MIX DESIGN(3 or less) includes TSR or Slope Inflection and Hamburg Wheel and I-FIT or DCT	\$11,550
COMPLETE FAA HMA MIX DESIGN includes TSR , Hamburg, 3 verification 1-Points, PE review and cover letter with Stamp	\$12,100
(Does not include Aggregate Testing)	
IDOT AIRPORT MIX DESIGN (N30 or N40) No HAMBURG	\$6,600
HMA/SMA DESIGN MIX VERIFICATION (ONE-POINT) includes batching - No TSR or Hamburg	\$2,750
HMA/SMA DESIGN MIX VERIFICATION (ONE-POINT) pucks provided /Gmm mix provided - No TSR or Hamburg	\$750
IDOT HMA DESIGN VERIFICATION (Manual of Test Procedures Method A) - Includes TSR and Hamburg	\$4,950
TENSILE STRENGTH RATIO (TSR)(ASTM D 4867) - with mixing and preparing	\$1,775
TENSILE STRENGTH RATION (TSR) <i>HMA MIX DESIGN</i> - pucks provided	\$1,030
TENSILE STRENGTH RATIO (T.S.R.) (ASTM D 4867) <i>MARSHALL MIX DESIGN</i> -pucks provided	\$780
EXTRACTION (Analyzer) WITH WASHED GRAD.	\$370
(ASTM D 8159,C 136)	
EXTRACTION (Analyzer) RAS with washed gradation	\$555
EXTRACTION (IGNITION BURN) WITH WASHED GRAD.	\$320
(ASTM D 2172,C 136)	
EXTRACTION (CENTRIFUGE) WITH WASHED GRAD.	\$600
W/MOISTURE CORR. (ASTM C-566 & D-146)	
ASPHALT ANALYZER WITH GRADATION	\$370
BULK SPECIFIC GRAVITY (Gmb, or "d") GYRATORY SPECIMEN (AVG. OF 2)	\$505
HMA AND SMA – MAXIMUM SPECIFIC GRAVITY(Gmm)	\$220
HMA – MAXIMUM SPECIFIC GRAVITY(Gmm)-one test &	\$690
BULK SPECIFIC GRAVITY (Gmb)-Avg. of 2	
STABILITY AND FLOW (AVG. OF 3) (ASTM 1559, D 2726) pucks provided	\$445
PAVEMENT ANALYSIS – SINGLE CORE(4"or 6")	\$120
W/SAW CUTTING (ASTM D 2726)	
FAA OF FINE FRAP	\$505
(includes strip with analyser, batching/performing for Gmm, performing FAA test)	
GRAVITY of FRAP	\$505
(includes strip with analyser, batching/performing for Gmm, performing Gravity test)	
HMA PRODUCTION MIX VERIFICATION*	
(Includes: Reflux Extraction or AA, Gmm, Gmb)	\$1,010
Tack Test Residual	\$80

### **MODIFIED AASHTO T324 (Hamburg Wheel) 1-Wheel**

With Mixing and Preparing Sample	\$1,310
With Preparing Plant Mix Sample	\$790
With Core Samples	\$525
Core Samples Requiring Extra Prep	\$630
Test Only (Pucks sawcut, ready for testing)	\$420
<b>DCT (ASTM D 7313) Ave of 2</b>	
With Mixing and Preparing Sample	\$1,400
From Plant Sample	\$1,100
From Prepared Specimen(Core or Gyratory)	\$900
<b>I-FIT (ITP - 405) Each gyratory specimen.. Ave of 3 replicates</b>	
With Mixing and Preparing	\$1,100
Plant Sample	\$800
Gyratory specimen or Cores	\$500
<b>I-FIT (ITP - 405) and DCT (ASTM D 7313) Package Combo</b>	
With Mixing and Preparing Sample	\$2,250
From Plant Sample	\$1,710
From Prepared Specimen(Core or Gyratory)	\$1,260

**STANDARD RATES & FEES**  
**S.T.A.T.E. Testing, LLC**  
**2024 Season (March 1st)**

**AGGREGATE LABORATORY SERVICES**

DRY GRADATION (ASTM C 136)	\$120
WASHED GRADATION (ASTM C 136)	\$165
SPECIFIC GRAVITY AND ABSORPTION (ASTM C 127, C 128)	\$275
MOISTURE CONTENT	\$60
MINERAL FILLER GRADATION (ASTM D 546)	\$155
PGE TESTING (Washed Gradation)	\$345
PGE TESTING (Dry Gradation)	\$292
MICRO-DEVAL ASTM D6928	\$550
STRIP AC OFF RAP FOR MICRO-DEVAL	\$1,390
LOS ANGELES ABRASION (ASTM C 131)	\$260
FIVE CYCLE SOUNDNESS (ASTM C 88)	\$640
UNCOMPACTED VOID CONTENT ( <i>fine aggregate angularity</i> ) (ASTM C 1252)	\$155
FLAT AND ELONGATED PARTICLES (ASTM D4791)	\$135
SAND EQUIVALENT (ASTM D 2419)	\$155
FRACTURED PARTICLES ( <i>coarse aggregate angularity</i> ) (ASTM D 5821)	\$135
AGGREGATE ABSORPTION (AVG. OF 3) (ASTM C 566)	\$150
UNIT WEIGHT (ASTM C 29)	\$110
DELETERIOUS COUNT	\$140
ROAD SALT TESTING	\$345
(Includes ASTM D 632, ASTM C 136, ASTM E 534)	
COARSE AGGREGATE TESTING FOR FAA DESIGN COMPLETE (Each Aggregate)	\$1,580
FINE AGGREGATE TESTING FOR FAA DESIGN COMPLETE (Each Aggregate)	\$1,370

**PORTLAND CONCRETE LABORATORY SERVICES \***

COMPRESSIVE STRENGTH OF CYLINDERS (ASTM C 39)	\$25
WITH CURE TIME UP TO 28 DAYS-S.T.A.T.E. Testing made	
COMPRESSIVE STRENGTH OF CYLINDERS (ASTM C 39)	\$35
WITH CURE TIME UP TO 28 DAYS-non-S.T.A.T.E. Testing made	
SULFUR CAPPING	\$80
HIGH STRENGTH/HIGH PERFORMANCE CYLINDERS/WITH HIGH STRENGTH PADS	\$90
CYLINDER PICK-UP	\$280

## STANDARD RATES & FEES

S.T.A.T.E. Testing, LLC

2024 Season (March 1st)

### SOILS LABORATORY SERVICES \*

STANDARD PROCTOR (AASHTO T99, ASTM D698)	\$290
MODIFIED PROCTOR (AASHTO T180, ASTM D1557)	\$435
PLASTICITY INDEX (AASHTO T90, ASTM D4318)	\$155
HYDROMETER TEST (AASHTO T-88)	\$315
ORGANIC CONTENT (AASHTO T-267, ASTM D-2974)	\$175
PH OF SOILS (AASHTO T-289)	\$110
MOISTURE CONTENT (ASTM 2216)	\$55
CLASSIFICATION OF SOILS (ASTM 2487) includes Plasticity Index, Hydrometer, & Gradation	\$690
GRADATION SOILS (ASTM 1140)	\$160
FLYASH OR LIME STABILIZED DESIGN (No IBR)	\$3,300
CEMENT STABILIZED DESIGN INCLUDING FREEZE THAW	\$4,400

**STANDARD RATES & FEES**  
**S.T.A.T.E. Testing, LLC**  
**2024 Season (March 1st)**

**FIELD ENGINEERS & TECHNICIAN RATES**

MATERIAL TESTER	\$145
MATERIALS COORDINATOR	\$170
CIVIL ENGINEER	\$195
PROFESSIONAL ENGINEER	\$240
PRINCIPAL	\$390
PRINCIPAL -LITIGATION	\$525
LETTER SIGNED BY PE VERIFYING RESULTS	\$315

**END RESULT SPECIFICATION**

PAVEMENT ANALYSIS – SINGLE CORE(4")	
W/SAW CUTTING (ASTM D 2726)	
ALL LABORATORY TESTING ON EXPEDITED SCHEDULE	1.5 x Regular Rate
STATISTICAL ANALYSIS FOR QUALITY LEVEL ANALYSIS	
PER LOT BY PROFESSIONAL ENGINEER	

**OTHER DIRECT COST**

MILEAGE
OVERTIME
SHIFT DIFFERENTIAL
VEHICLES -DAILY
TOLLS
FILM AND FILM PROCESS
OVERNIGHT DELIVERY

ALL LABORATORY TESTING IS PERFORMED IN ACCORDANCE WITH ASTM AND/OR AASHTO TEST METHODS.

RATES INCLUDE PREVAILING WAGES AS OUTLINED IN THE PREVAILING WAGE ACT IN ILLINOIS.  
NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, IS MADE OR INTENDED

**EXPENSES**

TRANSPORTATION (VEHICLE) COST WILL BE BILLED AT \$65.00 A DAY FROM OUR EAST DUNDEE HEADQUARTERS.

FOR NIGHT TIME CONSTRUCTION OPERATIONS (6PM TO 6AM) ALL HOURLY RATES WILL BE INCREASED BY \$15 PER HOUR  
MINIMUM BILLED HOURS FOR NIGHT SHIFT WILL BE 8 HOURS

ALL OUT OF AREA TRAVEL, LODGING, PERMITS, TOLLS, ETC. WILL BE BILLED AT COST PLUS AN ADDITIONAL 20%

OVERTIME WILL BE CHARGED AFTER 8 HOURS PER DAY AT 1.5 TIMES NORMAL RATE. OVERTIME RATES WILL APPLY  
TO ALL DAY SATURDAY. ALL OVERTIME ON SUNDAY AND HOLIDAYS WILL BE BILLED AT 2.0 TIMES NORMAL RATE.

THERE WILL BE A MINIMUM 8 HOUR CHARGE PER DAY UNLESS OTHERWISE INDICATED IN CONTRACT



**EXHIBIT "B" COST PROPOSAL**

February 28, 2024

To: Jay Behnke, PE  
S.T.A.T.E Testing LLC  
570 Rock Road, Unit K  
East Dundee, IL 60118  
[jbehnke@statetestingllc.com](mailto:jbehnke@statetestingllc.com)

Re: "On Call" Material Testing Services

Section Number 24-00371-04-EG

Rubino Proposal No. Q24.043

Dear Mr. Behnke,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA construction materials testing services on various transportation related projects for Kane County Division of Transportation projects.

**PROJECT UNDERSTANDING**

Rubino Engineering, Inc. received your request for updated rates through February 28, 2025 and the following outlines our understanding of the requested scope of services:

**General Scope of Services**

- QA Field testing of uncured **concrete (PCC)**
  - Slump, air, temperature, and casting of cylinders
- QA Laboratory testing of cured **concrete (PCC)**
  - Strength
- **Geotechnical** field and lab testing
  - **Compaction** by the nuclear method, Lab Proctor, Field  $Q_u$
- Pavement **Coring** services, as needed
  - Certified traffic control technicians will be provided
  - Pavement coring reports will include a tabular summary of pavement section thicknesses, photo documentation of field conditions and core samples, and estimated structural number of the pavement section, as needed.
- **Geotechnical Engineering** services (scope TBD for each project)
  - Drilling, Laboratory testing (moisture content, Atterberg Limits, Hydrometer, Unconfined Compressive Strength)
  - Field permeability testing as needed

**Extras**

- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

## FEES

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, which includes laboratory rates for S.T.A.T.E. testing (subcontractor), and will be performed pursuant to the attached General Conditions. Copies of Rubino's Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request. The fees charged under this agreement are subject to change 6 months from the date of the proposal.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

## PROJECT SCHEDULING

Please book testing services prior to 4pm the day before testing is needed via our website:

<https://rubinoeng.com/schedule-field-testing>

The office and field project manager will be notified, and you will receive a confirmation email and possibly a follow up phone call or email for additional project information.

Changes to the schedule or cancellations: [scheduling@rubinoeng.com](mailto:scheduling@rubinoeng.com)

## CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

**RUBINO ENGINEERING, INC.**



Michelle A. Lipinski, PE  
President

[michelle.lipinski@rubinoeng.com](mailto:michelle.lipinski@rubinoeng.com)

RUBINO ENGINEERING, INC. IS:  
AN AASHTO-ACCREDITED LABORATORY  
IDOT PREQUALIFIED  
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)

## AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

<b>AGREED TO, THIS</b> _____	<b>DAY OF</b> _____	<b>, 20__.</b>
<b>BY (please print):</b> _____		
<b>TITLE:</b> _____		
<b>COMPANY:</b> _____		
<b>SIGNATURE:</b> _____		

## PROJECT INFORMATION:

1. Project Name: \_\_\_\_\_
2. Project Location: \_\_\_\_\_
3. Your Job No.: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_
4. Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
5. Site Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
6. Number and Distribution of Reports:  
( ) Copies To: \_\_\_\_\_ ( ) Copies To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_ Attn: \_\_\_\_\_  
Email: \_\_\_\_\_ Email: \_\_\_\_\_

IDOT Section No.: _____	IDOT Contract No.: _____
IDOT Route No.: _____	County: _____
IDOT Job No.: _____	IDOT Project No.: _____
City: _____	QC Plan(s) Attached: <input type="checkbox"/>

7. Invoicing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

8. Other Pertinent Information Or Previous Subsurface Information Available:

\_\_\_\_\_  
\_\_\_\_\_

Rubino Engineering, Inc.		
Schedule of Construction Materials Testing Services & Fees through February 28, 2025 (Illinois Prevailing Wage)		
<b>LABORATORY TESTING SERVICES</b>		
Compression testing of concrete, mortar and grout specimens by ASTM procedures	Per Cylinder	\$ 25.00
Pick-up of test cylinders and transportation to lab (min. 2), or cancellation hours (min. 4)		
(Does not include vehicle charge)	Per hour	\$ 280.00
Density relationship of soils		
ASTM D698 - AASHTO T99 (Standard Proctor)	Each	\$ 290.00
ASTM D1557 - AASHTO T180 (Modified Proctor)	Each	\$ 435.00
Asphalt		
Maximum Theoretical Specific Gravity	Each	\$ 220.00
Bulk Specific Gravity	Each	\$ 505.00
Ignition Oven Test / Reflux Extraction + Sieve Analysis	Each	\$ 320.00
Core Densities	Each	\$ 120.00
Sieve Analysis (Washed)	Each	\$ 165.00
Sample preparation for the above tests	Each	\$ 60.00
<b>MATERIAL TESTER - 1 - Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.</b>		
Per Hour		\$ 145.00
Per Hour Overtime (before 7am, after 3pm and Saturdays)		\$ 217.50
Per Hour Overtime Sundays and Holidays		\$ 290.00
<b>EQUIPMENT CHARGES</b>		
Vehicle Charge - Round Trip	Per Day	\$ 65.00
Nuclear Density Gauge	Per Day	\$ 60.00
<b>ENGINEERING SERVICES</b>		
Professional Engineer	Per Hour	\$ 240.00
Project Engineer/Manager	Per Hour	\$ 195.00
Administrative Assistant	Per Hour	\$ 75.00



**Rubino Engineering, Inc.**  
**2024 Schedule of Geotechnical Services & Fees**

**ENGINEERING**

Professional and Technical Services for site evaluation, field supervision, analysis of test data and engineering recommendations and consultation:

Professional Engineer	Per Hour	\$	240.00
Project Engineer/Manager	Per Hour	\$	195.00
Engineering Field Technician / Field Engineer / Field Geologist	Per Hour	\$	115.00

**PAVEMENT CORING**

Hand coring through pavement and/or subbase materials	Per Hour	\$	145.00
	Overtime		

**SUBSURFACE EXPLORATION**

Mobilization and moving of truck-mounted drilling equipment and crew (50-mile radius)	Per Trip	\$	700.00
Hourly Rate Drilling	Per Hour	\$	475.00
Thin Wall Tubes (ASTM D-1587)	Each	\$	50.00

**LABORATORY TESTING**

Moisture Content Test / Visual Classification	Each	\$	15.00
Atterberg Limits Determination (LL, PL)	Each	\$	155.00
Combined Hydrometer & Sieve Analysis	Each	\$	315.00
Sieve Analysis (washed)	Each	\$	160.00
Unconfined Compression Test, with Stress-Strain Curve	Each	\$	180.00
Organic Content Determination Test (loss on ignition)	Each	\$	175.00
One-Dimensional Consolidation Test (ASTM D-2435)	Each	\$	960.00
Triaxial Testing (TXC-CIU) 3-Point Envelope	Each	\$	1,800.00
pH	Each	\$	110.00
Standard Proctor	Each	\$	290.00
Modified Proctor	Each	\$	435.00

**FEE REMARKS**

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day portal to portal, Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
- 10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.

- 13) Professional Services rates are exclusive of expert deposition or testimony time.
- 14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

EXHIBIT "C"

PREVAILING WAGE RATES

It is the policy of the State of Illinois as declared in the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) "that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works".

The CONSULTANT agrees to pay, when applicable, the current Illinois Department of Labor Prevailing Wage Rates for all County of Kane projects. Current prevailing wage rates are available from the Illinois Department of Labor at their website: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

Prevailing wage rates are subject to revision monthly. The CONSULTANT acknowledges its responsibility, for payment of any applicable future adjustment thereof.

The CONSULTANT further acknowledges its responsibility to notify any sub-consultant of the applicability of the Prevailing Wage Act.

When applicable, the CONSULTANT agrees to provide the Kane County Division of Transportation "certified payrolls" as required by the Prevailing Wage Act

State Materials Engineering, LLC DBA

S.T.A.T.E. Testing, LLC

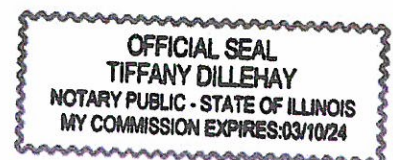
\_\_\_\_\_  
Company Name

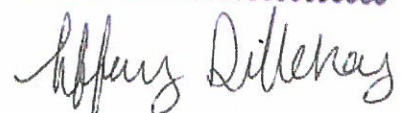
  
\_\_\_\_\_  
Signature of Officer of Company

\_\_\_\_\_  
President

\_\_\_\_\_  
Title

2-27-2021  
\_\_\_\_\_  
Date







570 Rock Road, Unit K  
East Dundee, IL 60118

P: 847-836-6002  
F: 847-836-6342

February 28, 2024

Kane County Government Center  
Purchasing Department, Bldg. A  
719 South Batavia Avenue  
Geneva, IL 60134

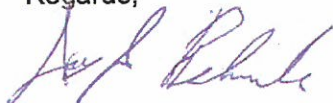
Re: Contractor Disclosure  
Kane County Code, Art. II, Div. 3, Sec. 2-211  
State Materials Engineering, DBA S.T.A.T.E. Testing, LLC

To Whom it may concern:

In compliance with the Kane County Code referenced above, this letter will serve as our disclosure of:

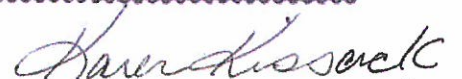
- A. Campaign contributions for the last 12 months
  - B. Individuals having more than 5% ownership of shares in S.T.A.T.E. Testing, LLC
  - C. Names and contact information of lobbyists, agents and representatives and
  - D. A statement under oath that we have not withheld any disclosures as to the economic interest.
- Campaign Contributions: S.T.A.T.E. Testing, LLC has made no campaign contributions in the past 12 months to any Kane County officers or elected officials.
  - Ownership Interest in S.T.A.T.E. Testing, LLC: There is one individual that holds more than 5% (Jay J. Behnke) of the shares in S.T.A.T.E. Testing, LLC, who owns 100%.
  - S.T.A.T.E. Testing, LLC does not have any lobbyist, agents or representatives who are or would be have contact with County employees or officials in relation to contracts or bids.
  - S.T.A.T.E. Testing, LLC has not withheld nor reserved any information regarding economic interest in the firm as required by County Code for disclosure.

Regards,

  
Jay Behnke, PE

Owner/President



  
2/28/24



## EXHIBIT "D"

### CONTRACTOR DISCLOSURE ACKNOWLEDGEMENT KANE COUNTY CODE, ARTICLE III, DIVISION 3, SECTION 2-211

1. 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.
2. 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.

3. 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.
4. 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.
5. 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.
6. Contractor Disclosure information shall be sent to the Kane County Division of Transportation at the following address, or via email, prior to Transportation Committee of the Kane County Board:

Kane County Government Center  
Purchasing Department, Bldg A  
719 S. Batavia  
Geneva, IL 60134  
[purchasing@countyofkane.org](mailto:purchasing@countyofkane.org)

Kane County Division of Transportation  
Linda Haines  
41W011 Burlington Road  
St. Charles, IL 60175  
[haineslinda@countyofkane.org](mailto:haineslinda@countyofkane.org)

Company Name: State Materials Engineering, LLC DBA S.T.A.T.E. Testing, LLC \_\_\_\_\_  
Contact Person: \_Jay J. Behnke\_\_\_\_\_  
Address: 570 Rock Road, STE K, East Dundee \_\_\_\_\_  
City: East Dundee, IL \_\_\_\_\_  
State: IL \_\_\_\_\_  
Zip Code: \_60118\_\_\_\_\_  
Phone: \_847 836 6002\_\_\_\_\_