



# DU PAGE COUNTY

## Transportation Committee

### Draft Summary

421 N. COUNTY FARM ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

Tuesday, November 18, 2025

10:00 AM

Room 3500B

#### 1. CALL TO ORDER

10:00 AM meeting was called to order by Chair Mary Ozog at 10:00 AM.

#### 2. ROLL CALL

<b>PRESENT</b>	Covert, Evans, Garcia, Ozog, Tornatore, and Zay
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#### 3. CHAIR'S REMARKS - CHAIR OZOG

No remarks were offered.

#### 4. PUBLIC COMMENT

No public comments were offered.

#### 5. APPROVAL OF MINUTES

##### 5.A. 25-2785

DuPage County Transportation Committee Meeting-Tuesday November 4, 2025.

<b>RESULT:</b>	APPROVED
<b>MOVED:</b>	Mary Ozog
<b>SECONDER:</b>	Lucy Evans

#### 6. PROCUREMENT REQUISITIONS

##### MOTION TO COMBINE ITEMS 6.A. THROUGH 6.D.

Chair Ozog moved and Member Evans seconded a motion to combine items 6.A. through 6.D. The motion was approved on voice vote, all "ayes", motion carried.

Member Garcia entered the meeting at 10:01 AM.

##### 6.A. 25-2667

Recommendation for the approval of a contract purchase order to Atlas Bobcat LLC, to furnish and deliver Bobcat OEM Repair and Replacement Parts, for the Division of Transportation, for the period of January 1, 2026 through December 31, 2026, for a total contract amount of \$20,000; per 55 ILCS 5/5-1022 (c) not suitable for competitive bids (Sole Source).

6.B. [25-2679](#)

Recommendation for the approval of a contract purchase order to Vue Robotics, LLC, for a one-year subscription to the ARC1/OMNIVue System for road pavement monitoring and weather services, for the Transportation Division, for the period of December 11, 2025 through December 10, 2026, for a total contract amount not to exceed \$22,500. Per 55 ILCS 5/5-1022(c) not suitable for competitive bids (Sole Source).

6.C. [DT-P-0051-25](#)

Recommendation for the approval of a contract purchase order to Sid Tools Company d/b/a MSC Industrial Supply, to furnish and deliver maintenance, repair and operation supplies, for the Division of Transportation on an as-needed basis, for the period of January 1, 2026 through November 8, 2026, for a contract total not to exceed \$35,000. Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell Contract #091422-MSI).

6.D. [DT-P-0052-25](#)

Recommendation for the approval of a contract to HBK Engineering, LLC, to provide professional surveying, underground locating, marking services and subsurface utility engineering services upon request for various locations, Section 25-PULMS-05-MS, for a contract total not to exceed \$500,000. Professional Services (Architects, Engineers, and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/.01 et seq.

<b>RESULT:</b>	APPROVED THE CONSENT AGENDA
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Paula Garcia
<b>AYES:</b>	Covert, Evans, Garcia, Ozog, Tornatore, and Zay

## 7. CHANGE ORDERS

7.A. [25-2777](#)

DT-R-0033A-25 – Amendment to Resolution DT-R-0033-25 between the County of DuPage and Downers Grove Township Road District for the 2025 Road Maintenance Program; (Correction of Project Section Number from Section # 25-01328-01-RS to # 25-01328-00-RS).

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Paula Garcia

7.B. 25-2779

Superior Asphalt PO #6531-1-SERV-Decrease remaining encumbrance and close contract purchase order for Bituminous Paving Materials; contract expired on March 31, 2024.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Lucy Evans

7.C. 25-2780

Interstate Power Systems- PO #6411-1-SERV-Decrease remaining encumbrance and close contract purchase order for Allison transmission parts & service; contract expired on May 31, 2024.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Lucy Evans

**8. OLD BUSINESS**

Member Yoo asked a question about item 6.B., Vue Robotics. Discussion held.

**9. NEW BUSINESS**

Member Zay requested confirmation that the lobbying contracts are paid through the various Committees.

**10. ADJOURNMENT**

With no further business, the meeting was adjourned at 10:06 AM.



# Minutes

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 25-2785

**Agenda Date:** 11/18/2025

**Agenda #:** 5.A.

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# DU PAGE COUNTY

## Transportation Committee

### Final Summary

421 N. COUNTY FARM ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

Tuesday, November 4, 2025

10:00 AM

Room 3500B

#### 1. CALL TO ORDER

10:00 AM meeting was called to order by Chair Ozog at 10:00 AM.

#### 2. ROLL CALL

<b>PRESENT</b>	Covert, Evans, Ozog, Tornatore, and Zay
<b>ABSENT</b>	Garcia

#### 3. CHAIR'S REMARKS - CHAIR OZOG

No remarks were offered.

#### 4. PUBLIC COMMENT

No public comments were offered.

#### 5. APPROVAL OF MINUTES

##### 5.A. 25-2665

DuPage County Transportation Committee Meeting-Tuesday October 21, 2025.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Lucy Evans

#### 6. BUDGET TRANSFERS

##### 6.A. 25-2644

Budget Transfer of \$8,500 from 1500-3520-53828 Contingencies to 1500-3520-51010 Employer share IMRF-\$4,500 and 1500-3520-51030 Employer share Social Security-\$4,000. Additional funds are required due to increased employer obligations resulting from newly implemented union salary rates.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Sadia Covert

6.B. **25-2651**

Budget Transfer of \$61,000 from 1500-3510-53828 Contingencies to 1500-3510-51040 Employee Medical & Hospital Insurance. Funds needed to accommodate the unforeseen medical expenses.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Lucy Evans

**7. RESOLUTIONS**7.A. **DT-R-0035-25**

Agreement between the County of DuPage, Illinois and Oxcart Permit Systems, LLC. Overweight/Over Dimension Permitting Services as needed for the Division of Transportation, for the period of December 1, 2025 through November 30, 2029. (No County cost).

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Lucy Evans

**8. AMENDING RESOLUTIONS**8.A. **25-2680**

DT-R-0079B-23 - Amendment to DT-R-0079A-23 - Rescind prior approved Local Public Agency Agreement due to change in project cost participation and approve updated Local Public Agency Agreement between the County of DuPage and the Illinois Department of Transportation for CH9/Lemont Road and CH31/87th Street, Section 16-00232-00-CH; (Estimated County Cost \$4,591,614).

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Sadia Covert

**9. INTERGOVERNMENTAL AGREEMENTS**9.A. **DT-R-0034-25**

Intergovernmental Agreement between the County of DuPage and the Illinois State Toll Highway Authority, for certain portions of bridge improvements of the Ronald Reagan Memorial Toll Way (“I-88”) and its crossroad bridges with a total estimated County cost of \$1,857,217.06.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Sadia Covert

## 10. INFORMATIONAL

### 10.A. TE-P-0018-25

Recommendation for the approval of a contract purchase order to Verizon Wireless, for wireless tablet and machine-to-machine services, for the Sheriff's Office, Division of Transportation, Stormwater, and Public Works, for the period of November 16, 2025 through September 30, 2026, for a total contract amount not to exceed \$33,510; contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (State of Illinois Master Contract #CMS793372P).

<b>RESULT:</b>	ACCEPTED AND PLACED ON FILE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Sadia Covert

## 11. PRESENTATIONS

Transit updates from PACE and RTA.

Transit representatives Christine Rose, PACE liaison, Kendra Johnson, Governmental Affairs for RTA, Julio Leal, Mobility Outreach Coordinator for RTA and Demetrios Skoufis, Sr. Legislative & Community Affairs liaison for Metra all thanked the County for its work in bringing the Transit legislation to a successful resolution. Ms. Rose discussed the impact of the legislation on Pace's budget and ability to transform its network and deliver new and better services. Ms. Johnson from RTA echoed those thoughts and mentioned that RTA and the service boards will continue to talk about budgets and the transition to a new regional agency. Mr. Leal provided updates on RTA mobility programs. And, Mr. Skoufis talked about ongoing projects in Hinsdale, Westmont, Glen Ellyn and Elmhurst.

Member Deacon-Garcia entered the meeting at 10:17AM.

## 12. OLD BUSINESS

No old business was discussed.

## 13. NEW BUSINESS

No new business was discussed.

## 14. ADJOURNMENT

With no further business, the meeting was adjourned at 10:19 AM.



## Transportation Requisition under \$30,000

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 25-2667

**Agenda Date:** 11/18/2025

**Agenda #:** 6.A.

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Procurement Review Comprehensive Checklist  
Procurement Services Division  
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION			
General Tracking		Contract Terms	
FILE ID#: <b>25-2667</b>	RFP, BID, QUOTE OR RENEWAL #: <b>Sole Source</b>	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$20,000.00
COMMITTEE: <b>TRANSPORTATION</b>	TARGET COMMITTEE DATE: <b>11/18/2025</b>	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$20,000.00
	CURRENT TERM TOTAL COST: \$20,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Atlas Bobcat LLC	VENDOR #: 10309	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Todd Swartz	VENDOR CONTACT PHONE: 847-678-3633	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: tswartz@atlasbobcat.com	VENDOR WEBSITE:	DEPT REQ #: 25-1500-72	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).  Recommendation for the approval of a contract purchase order to Atlas Bobcat LLC, to furnish and deliver Bobcat OEM Repair and Replacement Parts for the Division of Transportation on an as-needed basis, for the period January 1, 2026 through December 31, 2026, for a total contract amount of \$20,000.00; per 55 ILCS 5/5-1022 (c) not suitable for competitive bids - (sole source).			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished  To purchase Bobcat OEM Repair and Replacement Parts for the County owned and operated fleet of bobcat equipment and implements.			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.  SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.  SOLE AUTHORIZED DISTRIBUTOR WHERE THE MANUFACTURER HAS ESTABLISHED TERRITORIES
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.  Atlas Bobcat, LLC is the original equipment manufacturer (OEM) for Bobcat Repair and Replacement Parts.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.  Yes, sole source letter dated September 30, 2025.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.  Per letter attached dated September 30, 2025 from the sale manager stating that Atlas Bobcat is the sole bobcat authorized vendor to service in Cook, Will, DuPage, Kane and Grundy County. Atlas Bobact is responsible for sales, parts and seven service location throughout the areas Elk Grove Village, Mokena, Wauconda, West Chicago, Yorkville, Merrillville and DeKalb.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Atlas Bobcat LLC	Vendor#: 10309	Dept: Division of Transportation	Division: Accounts Payable
Attn: Todd Swartz	Email: tswartz@atlasbobcat.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 1160 McCabe Ave	City: Elk Grove Village	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 6007	State: IL	Zip: 60187
Phone: 847-678-3633	Fax:	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Atlas Bobcat LLC	Vendor#: 10309	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: same as above.	City:	Address: 180 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
<i>Shipping</i>		<i>Contract Dates</i>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 1, 2026	Contract End Date (PO25): Dec 31, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Bobcat OEM Repair and Replacement Parts	FY26	1500	3520	52250		19,000.00	19,000.00
2	1	EA		Bobcat OEM Repair and Replacement Parts	FY27	1500	3520	52250		1,000.00	1,000.00
<b>FY is required, ensure the correct FY is selected.</b>									Requisition Total	\$ 20,000.00	

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.  To furnish and deliver Bobcat OEM Repair and Replacement Parts for the DOT Fleet on an as-needed basis.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.  Email Approved PO to: Todd Swartz, William Bell, Roula Eikosidekas and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.  see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



## ATLAS BOBCAT, LLC.

ELK GROVE VILLAGE, IL | MERRILLVILLE, IN | MOKENA, IL | WAUCONDA, IL | WEST CHICAGO, IL | YORKVILLE, IL | DEKALB, IL

### Atlas Bobcat Shop and Field labor Rates FY26

In shop repairs.

\$185.00 Per hour.

Field service repairs.

\$195.00 Per hour for both on-site and travel time. Plus, a once per call \$89.00 Mobile technician fee.

OEM Parts. Discount of 10% from the Atlas catalog list price.

Please contact Steve Herbert with any questions [sherbert@atlasbobcat.com](mailto:sherbert@atlasbobcat.com)

[WWW.ATLASBOBCAT.COM](http://WWW.ATLASBOBCAT.COM)





Atlas Bobcat, LLC.  
1160 McCabe Ave.  
Elk Grove Village, IL 60007  
Todd Swartz  
847.529.1191

DuPage County  
140 N. County Farm Road  
Wheaton, IL 60187  
(630) 407-6920

30 Sept 2025

To Whom It May Concern,

Atlas Bobcat, LLC is the sole source Bobcat vendor authorized to service Cook, Lake, Will, DuPage, Kane, Kendall, Grundy County, and Dekalb County. Atlas Bobcat, LLC responsible for Sales, Parts, and Service. We have seven locations throughout the area, Elk Grove Village, Mokena, Wauconda, West Chicago, Yorkville, Merrillville, and Dekalb. Because of the technical nature of the equipment, it is advised that our local customer deal directly with our local Atlas Bobcat locations. Our factory trained staff are equipped to accommodate the needs of our customers in a timely and cost efficient manner.



Thanks,  
Todd Swartz  
[tswartz@atlasbobcat.com](mailto:tswartz@atlasbobcat.com)  
Sales Manager/Special Accounts



DuPage County  
Finance Department  
Procurement Division  
421 North County Farm Road  
Room 3-400  
Wheaton, Illinois 60187-3978

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### **Section I: Contact Information**

Please complete the contact information below.

BID NUMBER:	Parts and Service Contract
COMPANY NAME:	Atlas Bobcat, LLC
CONTACT PERSON:	Todd Swartz
CONTACT EMAIL:	tswartz@atlasbobcat.com

### **Section II: Procurement Ordinance Requirements**

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

Yes  
 No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

Yes

No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

### **Section III: Violations**

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

The full text of the County's Procurement Ordinance is available at:

[https://www.dupagecounty.gov/government/departments/finance/procurement/procurement\\_ordinance\\_and\\_guiding\\_principles.php](https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php)

### **Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Todd Swartz

Signature: 

Title: Sales Manager

Date: 9/30/2025



## Transportation Requisition under \$30,000

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 25-2679

**Agenda Date:** 11/18/2025

**Agenda #:** 6.B.

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Procurement Review Comprehensive Checklist  
Procurement Services Division  
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 25-2679	RFP, BID, QUOTE OR RENEWAL #: Sole Source	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$22,500.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 11/18/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$22,500.00
	CURRENT TERM TOTAL COST: \$22,500.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Lareau, Christopher d/b/a Vue Robotics LLC	VENDOR #: 45314	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Patrick Baglien	VENDOR CONTACT PHONE: 574-340-6226	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: patrick@vuerobotics.io	VENDOR WEBSITE:	DEPT REQ #:	25-1500-74
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).			
Recommendation for the approval of a contract purchase order to Lareau, Christopher d/b/a Vue Robotics LLC, for a one-year subscription to the ARC1/OMNIVue System for road pavement monitoring and weather services, for the period December 11, 2025 through December 10, 2026, for a total contract not to exceed \$22,500.00; per 55 ILCS 5/5-1022 (c) not suitable for competitive bids - (sole source).			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished			
This purchase will enable DOT to monitor real-time roadway conditions and environmental sensors across multiple locations throughout DuPage County. This will help with data-driven decision-making and management of snow and ice operations.			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.  SOLE PROVIDER OF A LICENSED OR PATENTED GOOD OR SERVICE
NECESSITY AND UNIQUE FEATURES	<p>Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.</p> <p>Vue Robotics is the sole authorized provider of the ARC1 Weather Monitoring System, which enables remote monitoring of roadway pavement conditions using the provided hardware.</p>
MARKET TESTING	<p>List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.</p> <p>The market was evaluated on November 18, 2024. Vue Robotics was determined to be the sole provider.</p>
AVAILABILITY	<p>Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.</p> <p>Per the attached letter dated October 3, 2025, Vue Robotics is the sole authorized supplier of the ARC1 Weather Monitoring System.</p>

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		Send Invoices To:	
Vendor: Lareau, Christopher d/b/a Vue Robotics LLC	Vendor#: 45314	Dept: Division of Transportation	Division: Accounts Payable
Attn: Patrick Baglien	Email: patrick@vuerobotics.io	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 36 Maplewood Avenue	City: Portsmouth	Address: 421 N. County Farm Road	City: Wheaton
State: NH	Zip: 03801	State: IL	Zip: 60187
Phone: 574-340-6226	Fax:	Phone: 630-407-6900	Fax:
Send Payments To:		Ship to:	
Vendor: Lareau, Christopher d/b/a Vue Robotics LLC	Vendor#: 45314	Dept: Division of Transportation	Division: Hwy Maintenance
Attn:	Email:	Attn: Dominic Novak	Email: dominic.novak@dupagecounty.gov
Address: same as above.	City:	Address: 140 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6926	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 11, 2025	Contract End Date (PO25): Dec 10, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Weather Monitoring Subscription ARC1/OMNIVue	FY26	1500	3510	53807		22,500.00	22,500.00
<b>FY is required, ensure the correct FY is selected.</b>										Requisition Total	\$ 22,500.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.  To provide a one-year ARC 1 weather monitoring subscription for the DOT Hwy.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.  Email Approved PO to: Patrick Baglen, David Koehler, Dominic Novak, Roula Eikosidekas and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.  see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



# DuPage County - Renewal

**DuPage County**

Reference: 20251003-111906984

Quote created: October 3, 2025

Quote expires: December 11, 2025

Quote created by: Kyle Schummer

**David Koehler**

david.koehler@dupagecounty.gov  
630-407-6920

kyle@vuerobotics.io

**1-year subscription: (December 11, 2025 through December 10, 2026)**

## Products & Services

Item & Description	Quantity	Unit Price	Total
AI-Enabled Weather & Site Monitoring Subscription	10	\$2,250.00 / year	\$22,500.00 / year for 1 year
Subscription   Vue Robotics Weather & Site Monitoring Service			
<b>Payment starts: December 11, 2025</b>			

**Due now** **\$0.00**

**Total contract value** **\$22,500.00**

## Future Payments Summary

Item	Payment
AI-Enabled Weather & Site Monitoring Subscription	\$22,500.00 / year starting on December 11, 2025 for 1 payment

## **Purchase terms**

### **Purchase terms:**

- 1-year subscription: (**December 11, 2025 through December 10, 2026**)
- Pricing is based on a per-system, per-year basis.
- Installation is available upon request and will be quoted separately.

### **Subscription pricing includes:**

- Platform training
- Cellular data costs
- Hosting and data storage costs
- Third-party integrations
- Unlimited users and account hierarchy setup
- Hardware warranty and replacements
- Software upgrades
- AI-weather detection
- Full motion video

### **Wire & ACH Information:**

Vue Robotics LLC

## **Signature on file**

### **Signature**

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Signature

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Date

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Printed name

**Questions? Contact me**



Kyle Schummer  
kyle@vuerobotics.io

Vue Robotics  
36 Maplewood Ave  
Portsmouth, NH 03801  
United States



**10 / 10 / 2025**

To Whom it May Concern:

**Subject: Sole-Source Justification for Vue Robotics Weather & Remote-Site Monitoring Subscription**

This letter confirms the sole-source procurement of the Vue Robotics Monitoring Subscription. The service's technical specifications and delivery model satisfy operational needs not met by any other product or service available in the market. No competing subscription offers a fully self-powered camera-sensor unit, secure cloud software, and near-real-time AI risk analysis all in one solution. All hardware, software, cellular backhaul, AI analytics, support, and warranty are combined into a single annual price item.

The subscription delivers the following technical capabilities:

**ARC 1 AI-Camera** — IP-67 enclosure, 10 in H × 7 in W × 4.06 in D, 10.6 lb. A 10 W monocrystalline solar panel (10.7 × 8.77 in, UV-resistant ETFE) charges a 33 Ah Ni-MH pack rated -40 °F to 185 °F, providing ≥ 30 days autonomy with no external power.

**Multi-sensor weather suite** — IR surface temperature -70 °C to 380 °C ( $\pm 0.5$  °C), air temperature -40 °C to 85 °C, dew-point, humidity 0–100 % RH, barometric pressure 300–1100 hPa, VOC/AQI, and 3-axis accelerometer  $\pm 2/4/8$  g (10–800 Hz).

**Imaging subsystem** — 1080 p (1920 × 1080) ultra-low-lux color camera, 120° H / 89° V FOV, HEVC video, time-lapse, and 32 GB on-device buffer for back-haul outages.

**Secure 4 G LTE communications** — Dual-antenna Cat-4 modem performs autonomous cell-site surveys; all traffic uses TLS 1.2 / AES-256. Multi-carrier support connects to Verizon, AT&T, or T-Mobile for highest-available signal.

**OmniVue cloud/mobile platform** — AWS multi-AZ hosting, expiring signed URLs, Okta/Auth0 role-based access; unlimited users can view map-based imagery, sensor data, and REST API feeds with customizable data retention.

**Vue Vision AI model** — Sensor and video streams are processed in the cloud to detect flooding, snow, and rain precipitation, vehicles/people, and other risk factors, issuing automated alerts via OmniVue, email, and webhooks.

**Remote lifecycle management** — Firmware-over-the-air updates for system software, AI models, and calibration; subscription covers cellular data and 24 × 7 support.

**Regulatory compliance** — FCC Part 15 (Class B) certified; RoHS-compliant, U.S.-manufactured hardware.

Based on these characteristics, the Vue Robotics Monitoring Subscription is the only solution that meets all stated operational criteria within a single, managed service framework.

Please contact us at your convenience if additional documentation or clarification is required.

Sincerely,  
Patrick Baglien, CEO  
Vue Robotics

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DuPage County  
Finance Department  
Procurement Division  
421 North County Farm Road  
Room 3-400  
Wheaton, Illinois 60187-3978

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### **Section I: Contact Information**

Please complete the contact information below.

BID NUMBER:	Weather monitoring software
COMPANY NAME:	Vue Robotics LLC
CONTACT PERSON:	Patrick Baglien
CONTACT EMAIL:	patrick@vuerobotics.io

### **Section II: Procurement Ordinance Requirements**

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

Yes  
 No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

Yes

No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

### **Section III: Violations**

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

The full text of the County's Procurement Ordinance is available at:

[https://www.dupagecounty.gov/government/departments/finance/procurement/procurement\\_ordinance\\_and\\_guiding\\_principles.php](https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php)

### **Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Patrick Baglien

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

Title: CEO

Date: 10/10/2025



## Transportation Requisition \$30,000 and Over

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

**File #:** DT-P-0051-25

**Agenda Date:** 11/18/2025

**Agenda #:** 6.C.

### AWARDING RESOLUTION

ISSUED TO SID TOOLS COMPANY, D/B/A MSC INDUSTRIAL SUPPLY COMPANY  
TO FURNISH AND DELIVER MAINTENANCE AND REPAIR SUPPLIES  
AS NEEDED FOR THE DIVISION OF TRANSPORTATION  
(CONTRACT TOTAL NOT TO EXCEED \$35,000.00)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and National Intergovernmental Purchasing Alliance (Sourcewell), the County of DuPage will contract with MSC Industrial Supply Company; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to MSC Industrial Supply Company, to furnish and deliver maintenance, repair and operation supplies, as needed for the Division of Transportation, per Sourcewell contract # 091422-MSI.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver maintenance, repair and operation supplies, as needed for the Division of Transportation, for the period January 1, 2026 through November 8, 2026, is hereby approved for issuance to MSC Industrial Supply Company, 525 Harbour Place Drive, Davidson, NC 28036, for a contract total not to exceed \$35,000.00.

Enacted and approved this 25th day of November, 2025 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist  
Procurement Services Division  
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: <b>25-2669</b>	RFP, BID, QUOTE OR RENEWAL #: Sourcewell #091422-MSI	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$35,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 11/18/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$35,000.00
	CURRENT TERM TOTAL COST: \$35,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Sid Tools Company d/b/a MSC Industrial Supply Co.	VENDOR #: 12025	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Ingrid Dykes	VENDOR CONTACT PHONE: 224-330-9744	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: dykesi@mscdirect.com	VENDOR WEBSITE:	DEPT REQ #: 25-1500-66	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).  Recommendation for the approval of a contract purchase order to Sid Tools Company d/b/a MSC Industrial Supply, to furnish and deliver MRO (maintenance, repair and operation) supplies for the Division of Transportation on an as-needed basis, for the period January 1, 2026 through November 8, 2026, for a contract total not to exceed \$35,000.00; per contract pursuant to the Intergovernmental Cooperation Act Sourcewell #091422-MSI.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished  MRO (maintenance, repair and operation) supplies are crucial for maintaining DOT's fleet and infrastructure, as well as providing essential safety equipment for our staff.			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.  COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source.  This contract was setup using the cooperative Sourcewell Contract #091422-MSI.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).  1. DOT staff recommends issuing a purchase order to Sid Tools Company d/b/a MSC Industrial Supply, using the Sourcewell Contract #091422-MSI. 2. The Sourcewell cooperative has proven to be cost savings over going out for a bid locally.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Sid Tools Company d/b/a MSC Industrial Supply Co.	Vendor#: 12025	Dept: Division of Transportation	Division: Accounts Payable
Attn: Kristin Serkowski	Email: kristin.serkowski@mscdirect.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 525 Harbour Place Drive	City: Davidson	Address: 421 N. County Farm Road	City: Wheaton
State: NC	Zip: 28036	State: IL	Zip: 60187
Phone: 262-237-7392	Fax:	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Sid Tools Company d/b/a MSC Industrial Supply Co.	Vendor#: 12025	Dept: Division of Transportation	Division: Hwy Maintenance
Attn:	Email:	Attn: John Gavurnik	Email: john.gavurnik@dupagecounty.gov
Address: same as above.	City:	Address: 140 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6936	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 1, 2026	Contract End Date (PO25): Nov 8, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		DOT Hwy Maintenance - MRO Supplies	FY26	1500	3510	52200		25,000.00	25,000.00
2	1	EA		DOT Fleet - MRO Supplies	FY26	1500	3520	52200		10,000.00	10,000.00
<b>FY is required, ensure the correct FY is selected.</b>									Requisition Total	\$ 35,000.00	

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.  To furnish and deliver MRO (maintenance, repair and operation) supplies to DOT on an as-needed basis.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.  Email Approved PO to: Ingrid Dykes, Kristin Serkowski, John Gavurnik, William Bell, Roula Eikosidekas and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.  see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

**Solicitation Number: RFP #091422****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sid Tool Co., Inc., 525 Harbour Place Drive, Davidson, NC 28115 (Supplier).

Sourcewell is a State of Minnesota local government unit 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 eligible 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 Facility MRO, Industrial, and Building-Related Supplies and Equipment from which Supplier was awarded a contract.

Supplier 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).

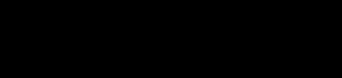
**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to two times, for one additional year per extension, upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

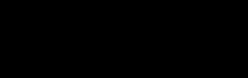
**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Sourcewell

By   
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 11/4/2022 | 2:11 PM CDT

Sid Tool Co., Inc.

By   
David Haugh  
Title: Vice President Public Sector  
Date: 11/9/2022 | 11:41 AM PST

Approved:

By   
Chad Coauette  
Title: Executive Director/CEO  
Date: 11/9/2022 | 2:00 PM CST

## Sourcewell Pricing Schedule

MSC Product Line	Proposed Discount
ABRASIVES	16%
CARBIDE INDEXABLE	15%
CUTTING BLADES	17%
ELECTRICAL	20%
FASTENERS	25%
HAND TOOLS	25%
HSS DRILLS & REAMERS	23%
HSS END MILLS & CUTTERS	23%
HVAC	20%
JANITORIAL EQUIPMENT & SUPPLIES	26%
LAMPS & LIGHTING & BALLASTS	20%
MACHINE TOOL ACCESSORIES	9%
MACHINERY	6%

MSC Product Line	Proposed Discount
MATERIAL HANDLING	20%
METALWORKING FLUIDS	12%
OUTDOOR GARDEN EQUIPMENT	20%
PAINTS & ADHEISIVES	20%
PLUMBING	20%
POWER SOURCE	25%
POWER TOOLS	18%
SAFETY & SECURITY	35%
SANITATION CLEANING CHEMICALS & SUPPLIES	26%
TAPS & DIES	23%
<b>OTHER CATEGORIES</b>	<b>Up to 15%</b>
<b>QUOTE-BY-QUOTE</b> (Large volume/project discounts)	Contact MSC Rep

Please sign into your account at [MSC Industrial Supply - Metalworking tools and MRO Supplies](https://www.mscdirect.com) to see your contract price

Visit Sourcewell MRO website - <https://www.sourcewell-mn.gov/cooperative-purchasing/091422-MSI>



DuPage County  
Finance Department  
Procurement Division  
421 North County Farm Road  
Room 3-400  
Wheaton, Illinois 60187-3978

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### **Section I: Contact Information**

Please complete the contact information below.

BID NUMBER:	091422-MSI
COMPANY NAME:	SID Tool Co., Inc. d/b/a MSC Industrial Supply Co.
CONTACT PERSON:	Ingrid Dykes
CONTACT EMAIL:	dykesi@mscdirect.com

### **Section II: Procurement Ordinance Requirements**

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

Yes

No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

Yes

No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL
Ingrid Dykes	847-644-6413	dykesi@mscdirect.com
Kristin Serkowski	262-237-7392	Kristin.Serkowski@mscdirect.com

### **Section III: Violations**

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

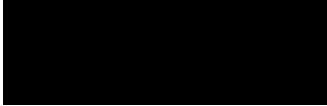
The full text of the County's Procurement Ordinance is available at:

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### **Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Ingrid Dykes

Signature: 

Title: Account Manager Public Sector

Date: 10/3/2025



## Transportation Requisition \$30,000 and Over

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

**File #:** DT-P-0052-25

**Agenda Date:** 11/18/2025

**Agenda #:** 6.D.

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AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS  
AND HBK ENGINEERING, LLC FOR PROFESSIONAL SURVEYING AND  
UNDERGROUND LOCATING AND MARKING SERVICES AND SUBSURFACE  
UTILITY ENGINEERING SERVICES UPON REQUEST - VARIOUS LOCATIONS  
SECTION 25-PULMS-05-MS  
(CONTRACT TOTAL NOT TO EXCEED \$500,000.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et. seq.) and "Illinois Highway Code" (605 ILCS 5/5-101 et. seq.) is authorized to enter into this agreement; and

WHEREAS, the COUNTY requires Professional Surveying and Underground Locating and Marking Services and Subsurface Utility Engineering Services Upon Request for various locations, Section 25-PULMS-05-MS; and

WHEREAS, HBK Engineering, LLC (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such Professional Surveying and Underground Locating and Marking Services, and is willing to perform the required services for an amount not to exceed \$500,000.00 (FIVE HUNDRED THOUSAND AND NO/100 DOLLARS); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 2-353(1)(a) of the DuPage County Procurement Ordinance and the Local Government Professional Services Selection Act, 50 ILCS 510/.01 et seq. ; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and CONSULTANT be hereby accepted and approved for a contract total not to exceed \$500,000.00 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the County Clerk transmit an original copy of this Resolution and Agreement to HBK Engineering, LLC, 921 West Van Buren Street, Chicago, Illinois 60607, by and through the Division of Transportation.

Enacted and approved this 25th day of November, 2025 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist  
Procurement Services Division  
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 25-2750	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$500,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 11/18	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$500,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: HBK Engineering, LLC	VENDOR #: 26102	DEPT: Division of Transportation	DEPT CONTACT NAME: Stephen Zulkowski
VENDOR CONTACT: Brian Mulligan	VENDOR CONTACT PHONE: 312.545.8739	DEPT CONTACT PHONE #: 630.407.6930	DEPT CONTACT EMAIL: stephen.zulkowski@dupagecounty.gov
VENDOR CONTACT EMAIL: bmuilligan@hbkengineering.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional Surveying, Underground Locating and Marking Services, and Subsurface Utility Engineering Services, for various locations throughout the County, upon request of the Division of Transportation. Section 25-PULMS-05-MS, for the period December 1, 2025 through October 31, 2027. Total contract not to exceed \$500,000.00			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The Division of Transportation is in need of Professional Underground Locating and Marking and Subsurface Utility Engineering (SUE) Services. The locating and marking tasks include processing and distributing tickets received from the Illinois One Call (JULIE) system and field locating county-owned facilities. The SUE services will be performed upon request and may include any quality level depending on the needs of the county. It is anticipated that there could be 12,000-15,000 locate tickets received in an annual period covering both storm sewers and traffic facilities (electrical and fiber optic).			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required. PROFESSIONAL SERVICES EXCLUDED PER DUPAGE ORDINANCE (SECTION 2-353) AND 50 ILCS 510/2 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source. The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were solicited from qualified firms. Statements of Interest were received from 2 firms. The DOT reviewed each submittal taking into consideration the firm's GIS mapping and management experience, strategies to manage multiple simultaneous assignments, and experience of key personnel. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by HBK Engineering, LLC is qualified and has the staff available to perform the work on behalf of the County.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Award a contract to HBK Engineering, LLC. This is the recommended option. 2) Contract with another firm. Not recommended due to staff's determination that HBK Engineering, LLC is the most qualified. 3) Do not award a contract. Not recommended as the DOT does not possess the staff resources to perform this work and must contract for these services.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: DO NOT SEND TO VENDOR	Vendor#:	Dept: Division of Transportation	Division: Finance
Attn:	Email:	Attn: DOT Finance	Email: dotfinance@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Rd.	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: HBK Engineering, LLC	Vendor#: 26102	Dept:	Division:
Attn: Set up for ACH	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<i>Shipping</i>		<i>Contract Dates</i>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2025	Contract End Date (PO25): Oct 31, 2027

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Surveying & Underground Locating and Marking Services and SUE Services	FY26	1500	3500	54040	VV25UTILG	250,000.00	250,000.00
2	1	EA		Surveying & Underground Locating and Marking Services and SUE Services	FY27	1500	3500	54040	VV25UTILG	250,000.00	250,000.00
<b>FY is required, ensure the correct FY is selected.</b>										Requisition Total	\$ 500,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Surveying, Underground Locating and Marking Services, and Subsurface Utility Engineering Services, for various locations throughout the County, upon request of the Division of Transportation. Section 25-PULMS-05-MS
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Do not notify vendor, DOT will send formal Notice To Proceed.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Copy of PO sent to DOTFinance@dupageco.org, Joan.McAvoy2@dupageco.org
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

**AGREEMENT**  
**BETWEEN THE COUNTY OF DUPAGE, ILLINOIS**  
**AND HBK ENGINEERING, LLC**  
**FOR PROFESSIONAL SURVEYING, UNDERGROUND LOCATING AND MARKING SERVICES,**  
**AND SUBSURFACE UTILITY ENGINEERING SERVICES**  
**UPON REQUEST - VARIOUS LOCATIONS**  
**SECTION NO. 25-PULMS-05-MS**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and HBK Engineering, LLC, licensed to do business in the State of Illinois, with offices at 921 W. Van Buren Street, Chicago, Illinois 60607; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

**RECITALS**

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/5-101 et seq.) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires professional surveying, underground locating and marking services, and subsurface utility engineering services for various locations, Section Number 25-PULMS-05-MS (hereinafter referred to as "WORK ORDER(s)"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional engineering and engineering-related services and is willing to perform the required services for an amount not to exceed \$500,000.00; and

WHEREAS, the CONSULTANT acknowledges that it is pre-qualified with the Illinois Department of Transportation (IDOT) to perform the services covered by this AGREEMENT and is in good standing and has not been barred from performing professional services; and

WHEREAS, the COUNTY has adopted a Stormwater Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure compliance with the Stormwater Ordinance in the event WORK ORDER(s) necessitate this scope of work.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

## **1.0 INCORPORATION AND CONSTRUCTION**

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and made a part hereof.

## **2.0 SCOPE OF SERVICES**

- 2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. Services are to be provided by the CONSULTANT upon request by the COUNTY as approved WORK ORDER(s) with a not to exceed amount for each WORK ORDER. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other group and the CONSULTANT concerning the WORK ORDER(s).
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT [or] approved WORK ORDER(s). Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to the originally approved WORK ORDER, or by issuance of a new WORK ORDER to cover the changes in scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.
- 2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

- 2.5 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.
- 2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

### **3.0 NOTICE TO PROCEED**

- 3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Transportation (hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair. Authorization to proceed with various tasks described in Exhibit A will be given to the CONSULTANT by representatives of the Division of Transportation.
- 3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits A and C attached hereto.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

### **4.0 TECHNICAL SUBCONSULTANTS**

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules as referenced in Paragraph 7.3.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.

4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.3 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in work for the COUNTY on the WORK ORDER(s).

## 5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the WORK ORDER(s) after the COUNTY issues its written Notice to Proceed for this AGREEMENT and/or any approved WORK ORDER(s). The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

5.2 Unless otherwise defined in Exhibit A, the CONSULTANT shall submit a schedule for completion of each WORK ORDER within ten (10) days of the written approval of said WORK ORDER(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by October 31, 2027 unless the term of this AGREEMENT is extended in conformity with Section 15 below.

5.3 If the CONSULTANT is delayed at any time in the progress of the approved WORK ORDER(s) by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

## 6.0 DELIVERABLES

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination or when the Director directs, the deliverables specified in Exhibit A and/or approved WORK ORDER(s) or as otherwise agreed to by the COUNTY and CONSULTANT.

## 7.0 COMPENSATION

7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$500,000.00. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.

7.3 For services performed, the COUNTY will pay the CONSULTANT at a 2.8 direct labor multiplier applied to the actual hourly rates of staff and/or the fee schedule(s) as incorporated herein. The multiplier shall include the cost of overhead and profit. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant's staff, identified by classification, is attached and incorporated hereto as Exhibit C. The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein.

The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C and the maximum rate allowed (per Exhibit C) at the time of execution of this AGREEMENT shall not increase for the duration of this AGREEMENT. It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit C (including Exhibit C for approved sub-consultant(s)) when invoices are submitted for the WORK ORDER(s).

7.3.a If overtime/weekend/holiday (o/w/h) rates are expressly allowed under the AGREEMENT, but such rates are not otherwise specified, the o/w/h rate for each category shall be no more than one hundred fifty percent (150%) of the stated normal rate for that category. The o/w/h rate, when allowed, shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week Sunday-Saturday) on the WORK ORDER(s).

7.3.b If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY for an increased fee without compliance with the notice requirements listed above.

7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all services that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet made a part hereof and incorporated herein by reference. Approved WORK ORDER(s) may include additional approved direct expenses not included herein. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.

7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

7.6 The CONSULTANT shall submit invoices for services rendered, including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Separate invoices shall be submitted for each approved WORK ORDER and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for

compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. The CONSULTANT shall submit detailed itemized certified timesheets as additional documentation for the invoiced services. Timesheets must include names, dates, times and service being billed for on the invoice.

- 7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount—invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."
- 7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.
- 7.9 Upon acceptance of all deliverables specified in Exhibit A of this AGREEMENT [or] by approved WORK ORDER(s), final payment shall be made to the CONSULTANT, including any retainage.

## **8.0 CONSULTANT'S INSURANCE**

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
  - 8.1.a **Worker's Compensation Insurance** in statutory amounts.
  - 8.1.b **Employer's Liability Insurance** in an amount of one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee / disease.
  - 8.1.c **Commercial(Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of three million dollars (\$3,000,000.00) aggregate; including

limits of two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL, 60187, as additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with limits of one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with limits of one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that

the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include the specific coverage and be written for the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- 8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants' insurance coverage at any time.

## **9.0 INDEMNIFICATION**

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officer and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the CONSULTANT, under the law.

## **10.0 SATISFACTORY PERFORMANCE**

10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.

10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the

event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may, at the COUNTY'S option, have the responsibility to cure same under this provision.

10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

## **11.0 BREACH OF CONTRACT**

11.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

## **12.0 OWNERSHIP OF DOCUMENTS**

12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.

12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

### **13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES**

13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.

13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/101, *et seq.*, and with all rules and regulations established by the Department of Human Rights.

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, *et seq.*; 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, Chapter 720, paragraph 5/33E-3).

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.

13.6 In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2), the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 et seq.); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at <https://mwv.dupagecounty.gov/>).

13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

#### 14.0 MODIFICATION OR AMENDMENT

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

#### 15.0 TERM OF THIS AGREEMENT

15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on October 31, 2027, or to a new date agreed upon by the parties, or
- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before October 31, 2027.

**AGREEMENT**  
**BETWEEN THE COUNTY OF DUPAGE, ILLINOIS**  
**AND HBK ENGINEERING, LLC**  
**FOR PROFESSIONAL SURVEYING, UNDERGROUND LOCATING AND MARKING SERVICES,**  
**AND SUBSURFACE UTILITY ENGINEERING SERVICES**  
**UPON REQUEST - VARIOUS LOCATIONS**  
**SECTION NO. 25-PULMS-05-MS**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and HBK Engineering, LLC, licensed to do business in the State of Illinois, with offices at 921 W. Van Buren Street, Chicago, Illinois 60607; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

**RECITALS**

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/5-101 et seq.) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires professional surveying, underground locating and marking services, and subsurface utility engineering services for various locations, Section Number 25-PULMS-05-MS (hereinafter referred to as "WORK ORDER(s)"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional engineering and engineering-related services and is willing to perform the required services for an amount not to exceed \$500,000.00; and

WHEREAS, the CONSULTANT acknowledges that it is pre-qualified with the Illinois Department of Transportation (IDOT) to perform the services covered by this AGREEMENT and is in good standing and has not been barred from performing professional services; and

WHEREAS, the COUNTY has adopted a Stormwater Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure compliance with the Stormwater Ordinance in the event WORK ORDER(s) necessitate this scope of work.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

## **16.0 TERMINATION**

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.

16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

## **17.0 ENTIRE AGREEMENT**

17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 17.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

## **18.0 ASSIGNMENT**

- 18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

## **19.0 SEVERABILITY**

- 19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
- 19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

## **20.0 GOVERNING LAW**

- 20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

## **21.0 NOTICES**

- 21.1 Any required notice shall be sent to the following addresses and parties:

**HBK Engineering, LLC**  
921 W. Van Buren Street  
Chicago, IL 60607  
ATTN: Brian Mulligan  
Senior Vice President  
Phone: 312.545.8739  
Email: [bmulligan@hbkengineering.com](mailto:bmulligan@hbkengineering.com)

**DuPage County Division of Transportation**  
421 N. County Farm Road  
Wheaton, IL 60187  
ATTN: Stephen M. Travia, P.E.  
Director of Transportation  
Phone: 630.407.6900  
Email: [stephen.travia@dupagecounty.gov](mailto:stephen.travia@dupagecounty.gov)

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m. CST or CDT Monday-Friday); (b) served by facsimile transmission during regular business hours (8:00a.m.-4:30p.m.CST or CDT Monday-Friday); (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally by facsimile or email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

## **22.0 WAIVER OF/FAILURE TO ENFORCE BREACH**

22.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT and shall not prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

## **23.0 FORCE MAJEURE**

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

## **24.0 ACCESS TO PROPERTY**

- 24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the CONSULTANT'S request, proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.
- 24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply with the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

## **25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES**

- 25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and shall be packaged in accordance with the applicable law by the CONSULTANT and turned over to the COUNTY for appropriate disposal. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT, at the COUNTY'S request, may assist the COUNTY in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but the CONSULTANT shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. The COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances. If the COUNTY requires: (1) the CONSULTANT'S agents or employees to sign such manifests; or (2) the CONSULTANT to hire, for the COUNTY, the Hazardous Substances transportation, treatment, or a disposal contractor for the Hazardous

Substances, then for these two purposes, the CONSULTANT shall be considered to act as the COUNTY'S agent so that the CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

## **26.0 QUALIFICATIONS**

- 26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.
- 26.2 Failure by the CONSULTANT to properly staff the WORK ORDER(s) with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
- 26.3 The CONSULTANT shall require any sub-consultant(s) utilized for the WORK ORDER(s) to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 26.2, above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the WORK ORDER(s).

(Remainder of Page Left Intentionally Blank)

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

**COUNTY OF DUPAGE**

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Deborah A. Conroy, Chair  
DuPage County Board

ATTEST BY:

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Jean Kaczmarek, County Clerk

**HBK ENGINEERING, LLC**

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Brian Mulligan  
Senior Vice President

ATTEST BY:

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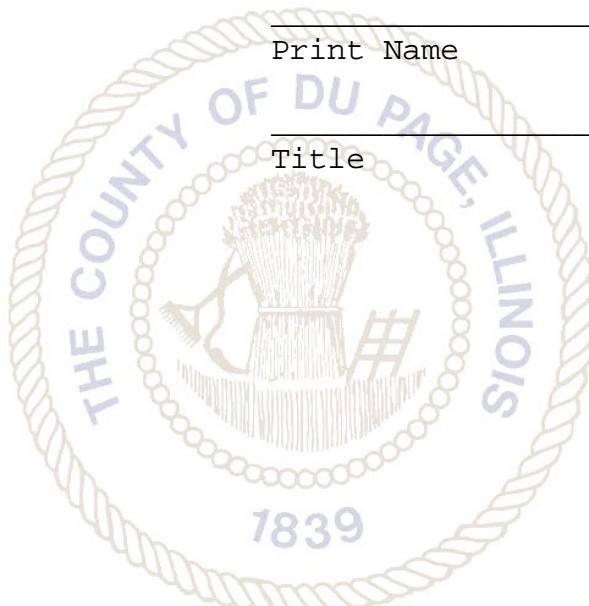
Signature

Print Name

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Title

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**DuPage County Division of Transportation  
Professional Underground Locating and Marking Services  
Section 23-PULMS-05-MS**

At the request of DuPage DOT (DuDOT / Client), HBK Engineering, LLC (HBK / Consultant) has prepared a scope of services for the professional underground locating and marking services contract. These items are potential tasks to be completed on a task order basis by HBK and/or any approved subcontractors. A separate document will detail project specifics and cost.

**Scope of Services**

- Ticket Processing and locating - responsible for the management of all locate tickets, field locating storm sewers, assigning locate requests to the appropriate electrical contractor for traffic signal and fiber optic conduits, as well as maintaining and updating the county facility database and location maps.
- Receive, process and track all locate tickets utilizing a computer-based system.
- Coordinate the location of electrical and fiber optic cables through electrical maintenance contractors.
- Provide all labor and equipment to perform Normal and Emergency locates of Storm Sewer in the field.
- Attend Joint Meet Locates Requests
- Provide reports and updates to the database and maps of county owned facilities using GPS data and GIS mapping capabilities; send and receive updates in standard GIS format.
- Coordinate with JULIE and DIGGER staff on specific project needs and requests from the County. Provide and maintain a mapping system that is accessible remotely by county personnel for reviewing utility information and responding to design requests.
- Provide sufficient staffing capabilities to account for seasonal fluctuations.
- Provide damage investigation services.
- Collect field survey data and incorporate it into GIS mapping system.
- Subsurface Utility Engineering: will provide SUE services upon request to support the county's design projects or to support the county's efforts in utility coordination with other entities and other agencies' projects. Work will be assigned based on the FHWA SUE quality levels.
- Construction management services
- Survey services
- Engineering design services

**Subcontractor Scope of Services**

- Hydrovac services include minor traffic control setup, hard surface demolition (coring), and hydrovac/air excavation.
- SUE preconstruction services include permitting, traffic control plan creation, 811 bracketing and marking, GPR / line locating, and on-site planning / job walks.
- Construction activities include traffic control, demolition of pavement and sidewalk, utility excavation, backfill and compaction, temporary and permanent restoration.
- Post construction utility data reporting.
- Sewer pipe and structure cleaning and televising
- Potholing/Daylighting

Respectfully Submitted,



**Sarah Sager, PMP  
Senior Project Manager**

PROFESSIONAL LOCATING AND MARKING SERVICES

ATTACHEMENT A  
COMPENSATION

Description of Services	Unit	Unit Rate	Estimated Quantity	Estimated Fee
Locate Request Screening Services for Storm Sewer, Traffic Signal and Fiber Optic Conduits	Locate Request	\$ 7.50	33,000	\$ 247,500.00
Locate Request Locating Services*	Locate Request	\$ 34.50	3,100	\$ 106,950.00
Additional Task Order Based Items	Lump Sum	\$ 145,550.00	1	\$ 145,550.00
	Total			\$ 500,000.00
	Total: Not To Exceed			\$ 500,000
Notes/Conditions:				
1. *Note: Includes DuDOT Storm Sewer Facilities ONLY				
2. Locating Fee applies for all types of ticket requests filed activity (Normal, Emergency and Joint Field Meet)				

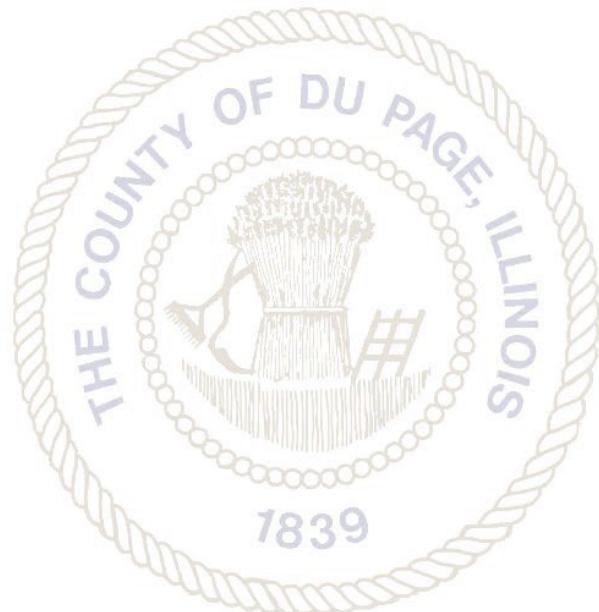
**JACK CSI RATE SHEET**

		<b>Hourly rate</b>		
<b>LABOR</b>	<b>Equipment</b>	<b>10/14/2025 - 5/31/2026</b>	<b>06/01/2026 - 05/31/2027</b>	<b>06/01/2027 - 10/31/2027</b>
2 laborers	TV Van	\$420	\$433	\$445
1 laborer	Vac truck	\$318	\$327	\$337
1 laborer	TV Van	\$280	\$288	\$297

**EXHIBIT B**

**DELIVERABLES**

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**EXHIBIT C**

**DUPAGE COUNTY DIVISION OF TRANSPORTATION**  
**Consultant Employee Rate Listing**

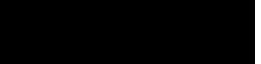
**CONSULTANT: HBK Engineering**

**PROJECT: 25-PULMS-05-MS Professional Underground Locating and Marking Service**

<b>Classification</b>	<b>Rate Range</b>		<b>Reason for Adjustment/Addition/Deletion</b>
	<b>Minimum</b>	<b>Maximum</b>	
Administrative	\$29	\$49	
Analyst 1	\$29	\$49	
Analyst 2	\$43	\$55	
Associate 1	\$32	\$50	
Associate 2	\$39	\$59	
Associate 3	\$39	\$55	
Construction Manager	\$56	\$70	
Construction Specialist 2	\$51	\$70	
Designer 0	\$34	\$54	
Designer 1	\$31	\$51	
Designer 2	\$32	\$52	
Designer 3	\$42	\$62	
Engineer	\$42	\$65	
Field Lead	\$40	\$60	
Field Tech	\$26	\$50	
Licensed Prof Land Surveyor	\$55	\$85	
Licensed Structural Engineer	\$69	\$95	
Locator 0	\$20	\$35	
Locator 1	\$23	\$40	
Locator 2	\$24	\$44	
Locator 3	\$28	\$48	
Permit Coordinator	\$29	\$54	
Principal	\$86	\$90	
Program Manager	\$75	\$90	
Project Coordinator	\$35	\$55	
Project Manager	\$46	\$60	
Quality Manager	\$68	\$90	
Senior Engineer	\$53	\$78	
Senior Project Manager	\$58	\$90	

Note: Maximum rate shall not exceed \$90.00 per hour.

Signature of Authorized Agent  
for CONSULTANT:

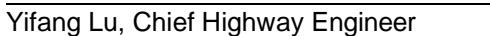


Date: 10/23/225

Signature

Sarah Sager  
Print Name

Approved By COUNTY:



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

Yifang Lu, Chief Highway Engineer

## EXHIBIT C

**DUPAGE COUNTY DIVISION OF TRANSPORTATION**  
**Consultant Employee Rate Listing**

## **CONSULTANT: Vector Services**

PROJECT: 25-PULMS-05-MS Professional Underground Locating and Marking Services

Note: Maximum rate shall not exceed \$90.00 per hour.

Signature of Authorized Agent  
for CONSULTANT:

**Signature**

Date:10/23/2025

Mark Trueblood \_\_\_\_\_  
Print Name

Approved By COUNTY:

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Yifang Liu, Chief Highway Engineer

Date:

Page 1 of 2  
Rev 02/25

## EXHIBIT C

**DUPAGE COUNTY DIVISION OF TRANSPORTATION**  
**Consultant Employee Rate Listing**

## **CONSULTANT: Badger Daylighting Corp**

## PROJECT: DuPage DOT

Note: Maximum rate shall not exceed \$90.00 per hour.

Signature of Authorized Agent  
for CONSULTANT:

**Signature**

Date: 10/31/25

Jenna Davis  
Print Name

Approved By COUNTY:

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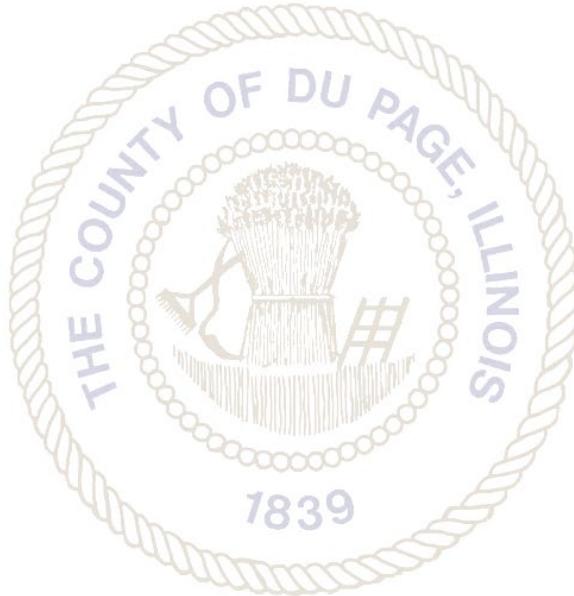
Yifang Liu, Chief Highway Engineer

Date:

Page 1 of 2  
Rev 02/25

### **Exhibit C Notes**

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (minimum rate + 15% usually works, rounded up to nearest dollar amount).
5. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.



Prime Consultant Name	PTB Number	State Job Number(s)	
HBK Engineering, LLC			
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement   Date _____			

Consultant

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input checked="" type="checkbox"/>		\$65.00	\$0.00
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

\*If other allowable costs are needed and not listed, please add in the above spaces provided.

## LEGEND

**LEGEND**

W.G. = Work Group  
J.S. = Job Specific

Prime Consultant Name	PTB Number	State Job Number(s)	
<input type="checkbox"/> Prime <input type="checkbox"/> Supplement    Date _____			

**Consultant**
**Vector Services**

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>			
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

\*If other allowable costs are needed and not listed, please add in the above spaces provided.

## LEGEND

W.O. = Work Order

J.S. = Job Specific

### Total Direct Cost

Prime Consultant Name	PTB Number	State Job Number(s)	
		<input type="checkbox"/> Prime	<input type="checkbox"/> Supplement
		Date <u>10/24/25</u>	

**Consultant**
**JACK CSI**

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>			
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

\*If other allowable costs are needed and not listed, please add in the above spaces provided.

## LEGEND

W.O. = Work Order

J.S. = Job Specific

Prime Consultant Name	PTB Number	State Job Number(s)	
HBK Engineering			
<input type="checkbox"/> Prime <input type="checkbox"/> Supplement    Date <u>10/31/25</u>			

**Consultant**

Badger Infrastructure
-----------------------

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>			
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input checked="" type="checkbox"/>	10	\$35.00	\$350.00
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input checked="" type="checkbox"/>	6	\$336.00	\$2,016.00
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

\*If other allowable costs are needed and not listed, please add in the above spaces provided.

## LEGEND

## WORK ORDER

J.S. = Job Specific

### Total Direct Cost

**\$13,614.00**



## Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 10/15/25

Bid/Contract/PO #:

Company Name: <b>HBK Engineering, LLC</b>	Company Contact: <b>Sarah Sager</b>
Contact Phone: <b>920-379-4032</b>	Contact Email: <b>ssager@hbkengineering.com</b>

**The DuPage County Procurement Ordinance requires the following written disclosures prior to award:**

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

**NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

**NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

**Continuing disclosure is required, and I agree to update this disclosure form as follows:**

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

**The full text for the county's ethics and procurement policies and ordinances are available at:**

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

**I hereby acknowledge that I have received, have read, and understand these requirements.**

Authorized Signature

Printed Name

Jaclyn Hanson

Title

VP, Finance

Date

10/15/2025

**Jaclyn  
Hanson**  
Digitally signed  
by Jaclyn  
Hanson  
Date:  
2025.10.15  
15:29:40 -04'00'

Attach additional sheets if necessary. Sign each sheet and number each page. Page \_\_\_\_\_ of \_\_\_\_\_ (total number of pages)



## Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 10/24/2025

Bid/Contract/PO #: \_\_\_\_\_

Company Name: <b>Badger Daylighting Corp.</b>	Company Contact: <b>Aaron Simon</b>
Contact Phone: <b>734-308-8785</b>	Contact Email: <b>asimon@badgerinc.com</b>

**The DuPage County Procurement Ordinance requires the following written disclosures prior to award:**

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

**NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

**NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

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**I hereby acknowledge that I have received, have read, and understand these requirements.**

Authorized Signature

[Redacted]

Printed Name

Kliffon Gibson

Title

Contracts Analyst

Date

10/24/2025

**Attach additional sheets if necessary. Sign each sheet and number each page. Page \_\_\_\_\_ of \_\_\_\_\_ (total number of pages)**



## Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

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

Bid/Contract/PO #: \_\_\_\_\_

Company Name:	J.A.C.K. Contractor Services, Inc	Company Contact:	Cindy Gustafson
Contact Phone:	708.443.5563	Contact Email:	cgustafson@jackcsi.com

**The DuPage County Procurement Ordinance requires the following written disclosures prior to award:**

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**I hereby acknowledge that I have received, have read, and understand these requirements.**

Authorized Signature

Printed Name Cindy Gustafson

Title President

Date 10/22/2025

**Attach additional sheets if necessary. Sign each sheet and number each page. Page \_\_\_\_\_ of \_\_\_\_\_ (total number of pages)**



## Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 10/20/2025

Bid/Contract/PO #: \_\_\_\_\_

Company Name: Casilo Consulting LLC dba Vector Services	Company Contact: Darnell Cheeks
Contact Phone: 419-467-8252	Contact Email: dcheeks@vectorservicesus.com

**The DuPage County Procurement Ordinance requires the following written disclosures prior to award:**

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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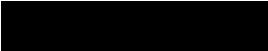
**Continuing disclosure is required, and I agree to update this disclosure form as follows:**

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**I hereby acknowledge that I have received, have read, and understand these requirements.**

Authorized Signature 

Printed Name

Allen R. Voss

Title

Director of Compliance, Quality, and Safety Administration

Date

10/20/2025

**Attach additional sheets if necessary. Sign each sheet and number each page. Page \_\_\_\_\_ of \_\_\_\_\_ (total number of pages)**



## Transportation Resolution

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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File #: 25-2777

Agenda Date: 11/18/2025

Agenda #: 7.A.

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DT-R-0033A-25

AMENDMENT TO RESOLUTION DT-R-0033-25  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY  
OF DUPAGE AND DOWNSERS GROVE TOWNSHIP ROAD DISTRICT  
2025 ROAD MAINTENANCE PROGRAM SECTION 25-03128-00-RS  
(CORRECTION OF PROJECT SECTION NUMBER)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0033-25 on October 28<sup>th</sup>, 2025 for the Downers Grove Township Road District 2025 Road Maintenance Program (hereinafter PROJECT), which referenced Project Section Number 25-03128-01-RS; and

WHEREAS, due to a scrivener's error, the Section Number for the PROJECT should have read 25-03128-00-RS.

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board, that the Section Number for the PROJECT shall be amended to read 25-01328-00-RS.

Enacted and approved this 25th day of November, 2025 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF DuPAGE  
and DOWNERS GROVE ROAD DISTRICT  
for DOWNERS GROVE TOWNSHIP ROAD MAINTENANCE PROGRAM  
SECTION NO. 25-03128-00-RS**

This Intergovernmental Agreement (hereinafter referred to as the "AGREEMENT") is entered into this 28<sup>th</sup> day of October, 2025, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and Downers Grove Township Highway Department, the road district of Downers Grove Township in the County of DuPage, State of Illinois (hereinafter referred to as the "TOWNSHIP"). The COUNTY and the TOWNSHIP are hereinafter sometimes individually referred to as a "party" or together as the "parties."

**RECITALS**

WHEREAS, the COUNTY and the TOWNSHIP are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and by the Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq.*, to enter into agreements with each other; and

WHEREAS, the COUNTY is required to hold on deposit Township Motor Fuel Tax (hereinafter "MFT") Funds and when authorized by the TOWNSHIP with the approval of the Illinois Department of Transportation (IDOT), enter into contracts for improvements to township roads using said Township MFT Funds; and

WHEREAS, the COUNTY will, on behalf of the TOWNSHIP, publish a contract proposal for the TOWNSHIP's 2025 Road Maintenance Program, Section No. 25-03128-00-RS (hereinafter "PROJECT") setting forth the terms, conditions and specifications (a copy of which is incorporated herein by reference); and

WHEREAS, the estimated construction cost of said PROJECT is \$1,149,817.38; and

WHEREAS, the COUNTY is holding on deposit \$300,000.00 in TOWNSHIP MFT Funds which have been authorized by IDOT for use on the PROJECT; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the COUNTY and the TOWNSHIP do hereby mutually covenant, promise and agree as follows:

1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
2. The COUNTY agrees to advertise, let, award and finance the construction of the PROJECT utilizing TOWNSHIP funds.
3. The COUNTY agrees to pay the PROJECT costs with authorized TOWNSHIP MFT Funds (\$300,000.00) currently held on deposit with the COUNTY.
4. The TOWNSHIP agrees to provide to the COUNTY the additional funds necessary (\$850,000.00) to pay for the construction of the PROJECT if the initial amount proves to be insufficient.
5. The TOWNSHIP further agrees to be the lead agency for design and construction engineering and will be responsible for monitoring and inspecting the work of the contractor, ordering any required material testing, project documentation and close-out and processing of contractor pay estimates all in accordance with MFT funding procedures.

BE IT FURTHER RESOLVED that this AGREEMENT shall become effective on the day on which both parties hereto have executed this document.

(Remainder of page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have each caused this AGREEMENT to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this 3rd day of November, 2025 at Wheaton, Illinois.

Signature on file

DuPage County Board

ATTEST:

Signature on file

DUKE HACZALA, COUNTY CLERK

DOWNTERS GROVE TOWNSHIP ROAD DISTRICT

Signed this 7th day of October, 2025 at Downers Grove, Illinois.

Signature on file

Tom Chlystek, Highway Commissioner  
Downers Grove Township Highway Department

Signature on file

ATTEST:

Mandy Rougebush, Township Clerk

By: Katherine Bartlett  
Deputy Clerk



## Change Order

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 25-2779

**Agenda Date:** 11/18/2025

**Agenda #:** 7.B.

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# REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

CONSENT  
DOT 11/18  
CB 11/25

Date: Nov 5, 2025

File ID #: 25-2779

Purchase Order #: 6531-1-SERV	Original Purchase Order Date: 08/01/2023	Change Order #: 1	Department: DOT  Dept. Contact: Patricia Miller
Vendor Name: DOT - Superior Asphalt		Vendor #: 23028	
Action Requested and Reason for Change Order Request:	To provide Bituminous Paving Materials & UPM Cold Patch- expired 03/31/2024 Decrease remaining encumbrance & close contract		

## IN ACCORDANCE WITH 720 ILCS 5/33E-9

(A) Were not reasonably foreseeable at the time the contract was signed.  
 (B) The change is germane to the original contract as signed.  
 (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE			
A	Starting Contract Value		\$61,400.00
B	Net \$ Change for Previous Change Order		
C	Current Contract Amount (A + B)		\$61,400.00
D	Amount of this Change Order	<input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$49,101.57)
E	New Contract Amount (C + D)		\$12,298.43
F	Cumulative Change Order Amount (B + D)		(\$49,101.57)
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)		-79.97%

## DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

Cancel Entire Order  Close Contract  Contract Extension (≤59 Days)  Update Budget Code  
 Change Budget Code From: \_\_\_\_\_ to: \_\_\_\_\_  
 Increase/Decrease Quantity From: \_\_\_\_\_ to: \_\_\_\_\_  
 Price Shows: \_\_\_\_\_ should be: \_\_\_\_\_  Move Funds Between Lines  
 Decrease Remaining Encumbrance and Close Contract  Increase Encumbrance and Close Contract  Decrease Encumbrance  Increase Encumbrance

## DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

Contract Extension Greater Than 59 Days From \_\_\_\_\_ to: \_\_\_\_\_  Cancel Contract  
 Cumulative Increase Greater Than \$10,000 (Row 'F' Above)  Other - Explain In Summary Explanation Box Below

**Summary Explanation** - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

**Original Source Selection/Vetting Information** - Describe method used to select source; for instance, bid, RFP, sole source, etc.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number

**APPROVALS - Initials Only**

PM Prepared By 	6911 Phone Ext.	Nov 5, 2025 Date	<i>SM7</i> Recommended for Approval	6910 Phone Ext.	<i>11/12/25</i> Date
Reviewed by Procurement Officer	<i>11/13/2025</i>		Completed by Buyer	Date	



## Change Order

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 25-2780

**Agenda Date:** 11/18/2025

**Agenda #:** 7.C.

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# REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

CONSENT  
DOT 11/18  
CB 11/25  
Date: Nov 5, 2025.

File ID #: 25-2780

Purchase Order #: 6411-1-SERV	Original Purchase Order Date: 06/01/2023	Change Order #: 1	Department: DOT
Vendor Name: DOT - Interstate Power Systems		Vendor #: 12677	Dept. Contact: Patricia Miller
Action Requested and Reason for Change Order Request:	Allison transmission parts & service - expired 05/31/2024 Decrease remaining encumbrance & close contract		

## IN ACCORDANCE WITH 720 ILCS 5/33E-9

(A) Were not reasonably foreseeable at the time the contract was signed.  
 (B) The change is germane to the original contract as signed.  
 (C) Is in the best interest for the County of DuPage and authorized by law.

## INCREASE/DECREASE

A	Starting Contract Value		\$18,000.00
B	Net \$ Change for Previous Change Order		
C	Current Contract Amount (A + B)		\$18,000.00
D	Amount of this Change Order	<input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$16,959.36)
E	New Contract Amount (C + D)		\$1,040.64
F	Cumulative Change Order Amount (B + D)		(\$16,959.36)
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)		-94.22%

## DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

Cancel Entire Order  Close Contract  Contract Extension (≤59 Days)  Update Budget Code  
 Change Budget Code From: \_\_\_\_\_ to: \_\_\_\_\_  
 Increase/Decrease Quantity From: \_\_\_\_\_ to: \_\_\_\_\_  
 Price Shows: \_\_\_\_\_ should be: \_\_\_\_\_  Move Funds Between Lines  
 Decrease Remaining Encumbrance and Close Contract  Increase Encumbrance and Close Contract  Decrease Encumbrance  Increase Encumbrance

## DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

Contract Extension Greater Than 59 Days From \_\_\_\_\_ to: \_\_\_\_\_  Cancel Contract  
 Cumulative Increase Greater Than \$10,000 (Row 'F' Above)  Other - Explain In Summary Explanation Box Below

**Summary Explanation** - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

**Original Source Selection/Vetting Information** - Describe method used to select source; for instance, bid, RFP, sole source, etc.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number

**APPROVALS - Initials Only**

PM 6911 Nov 5, 2025  
Prepared By SS

Phone Ext. 6910 Date 11/13/25

SMJ  
Recommended for Approval

6910 11/13/25  
Phone Ext. Date

Reviewed by Procurement Officer

11/13/2025  
Date

Completed by Buyer

Date