



March 28,2025

Mr. Brett Westcott, P.E.
Village Engineer
Village of Homer Glen
14240 W. 151st Street
Homer Glen, IL 60491

RE: Hero's Trail Multi-Use Path Project
Phase 3 Construction Engineering Services

Dear Mr. Westcott:

On behalf of V3 Companies, Ltd. (V3), we are pleased to submit this scope of services for Construction Engineering for the Hero's Trail Multi-Use Path project in Homer Glen, Illinois. V3 has provided similar services for other construction projects, and we are aware of the requirements of the Village.

PROJECT UNDERSTANDING

V3 understands that the Village of Homer Glen is requesting on-site inspection and documentation services required related to the Hero's Trail project. V3 will provide field personnel to observe the work and help assure that it is constructed in accordance with contract documents, as well as the Village of Homer Glen, ComEd and Illinois Department of Transportation standards and specifications.

SCOPE OF SERVICES

All activities shall comply with FHWA and IDOT construction engineering practices for Federal-aid projects. The consultant shall act as the Village's on-site engineering representative and produce all documentation necessary for Federal and Villages acceptance of the contractor(s) work.

The consultant and sub-consultant are expected to perform complete construction inspection and material testing services in accordance with, but not limited to, the following general task areas:

PRECONSTRUCTION TASKS

1. Establish the Contract Inspector's Checklist for Contract Administration as guidelines for the consultant to follow. All references to the Illinois Department of Transportation shall be to equivalent the Village of Homer Glen, as applicable.
2. Attend the IDOT coordinated preconstruction meeting with all interested parties to discuss goals, objectives, and issues the Village of Homer Glen or any other jurisdictional governmental agencies may have.

3. Become familiarized with all project permits and requirements needed for construction.
4. Document existing conditions with digital photographs and videotape. Save photos electronically for use by the Village of Homer Glen.
5. Conduct a utility meeting with all affected utilities and verify relocation schedules if not already performed.
6. Review the plans and specifications in depth, verifying quantities, elevations, and dimensions relevant to the project. Anticipate potential conflicts or issues and develop solutions prior to construction.
7. Review contractors proposed construction schedule for compliance with contract. Submittals should be included on this schedule as well as all major subcontractors (underground, roadway, etc.).
8. Check and approve project submittals/shop drawings/working drawing for compliance with standards and contract documents. Forward recommendations to Village of Homer Glen representative, and coordinate.
9. Participate in a materials coordination meeting with IDOT, ComEd and Contractors to identify material sources, establish back-up sources, and develop overall plan for materials acceptance.
10. Field books, quantity books, diary, and all other forms of proper project documentation shall be set up.
11. Review a list of proposed suppliers and subcontractors. Make recommendations to the Village of Homer Glen and IDOT regarding the suitability of the subcontractors for the project.
12. Prepare a maintenance of traffic checklist. Review the MOT for possible improvements and highlight areas of concern.
13. Prepare a project contact list with names, addresses, phone numbers, and fax numbers for all contractors, subcontractors, and suppliers for the project. Also 24-hour contact numbers for applicable parties.
14. Perform a survey verification that all control points and benchmarks to be used for project layout do exist and are accurate. Coordinate findings with designer and contractor as necessary.
15. Review record drawing requirements with the contractor.

CONSTRUCTION TASKS

1. Provide a resident engineer for required daily activities such as: observing the progress and quality of the work and determining if the work is proceeding in accordance with the contract documents. Always maintain a site presence when the contractor is working. Disapprove any work failing to conform to the contract documents and immediately inform Village of Homer Glen representative. Verify there are no deviations from the contract documents unless authorized by the Village of Homer Glen representative. Provide all documentation, as required.
2. Keep inspector's daily reports and quantity book records up to date. Also maintain project diary noting all necessary observations. Advise if contractor is falling behind schedule.
3. Maintain a submittal log and check status to ensure timely approvals.
4. Maintain orderly files of all relevant project documents so that they can be easily accessed.

5. Perform quantity measurements to prepare pay estimates and change orders to review with contractor and submit to Village of Homer Glen and IDOT for approval and processing of payment.
6. Chair weekly progress meetings with a prepared agenda.
7. Review contractors proposed construction schedule for compliance with contract. Submittals should be included on this schedule as well as all major subcontractors (underground, roadway, etc.).
8. Discuss a truck route for all construction and delivery equipment to use with all contractors and monitor that the route is used.
9. Provide liaison functions related to coordination of contractors, utilities, school district, railroad, other agencies, and property owners engaged or affected by the project.
10. Provide coordination with utility companies for conflicts or relocations.
11. Maintain daily contact with contractor to monitor schedule and recommend actions that should be taken if falling behind.
12. Administer and review requests for information from the Contractor and provide input on minor design related changes.
13. Maintain daily contact with the utility companies and their contractors to monitor concurrence with proposed schedules.
14. Maintain daily contact with Village of Homer Glen representative to inform on all relevant project information.
15. Inspect, document, and inform the contractor and the Village of Homer Glen of the adequacy of the establishment and maintenance of traffic control. Perform all necessary traffic control checks. Document deficiencies and contractor response to notice of. Inform Village of Homer Glen of deficiencies and if contractor does not correct enforce as contract stipulates.
16. Coordinate Quality Assurance services in accordance with IDOT QC/QA practices and procedures (contractor will provide QC). Provide necessary coordination and qualified personnel to perform work for all materials. Obtain and test, asphalt, concrete, and aggregate samples to perform necessary testing to fulfill QA I geotechnical requirements. Reports shall be prepared in a timely manner and coordinated with QC data. The consultant shall fulfill the requirements as the QA manager. Coordinate all partial and final materials documentation with IDOT.
17. Verify and perform random checks of contractor layout. Establish a staking verification program with the Contractor the ensure staking is completed in a timely manner.
18. Provide to the Village of Homer Glen a brief weekly project summary for the Village's project manager to post to the Village's website, E-blast and social media.
19. The project schedule, changeable message board information, and website notices shall be updated on a weekly basis.
20. Prepare minutes for all meetings and distribute to appropriate parties.
21. Maintain set of working drawings as construction is progressing.
22. Provide all necessary equipment, instruments, supplies, transportation, and personnel

required to perform duties of the project team.

23. Maintain and periodically transmit to the contractor a running punch list to expedite project close out.
24. Obtain material acceptance certifications as materials are incorporated into the project to expedite project closeout. Withhold payment until material inspection and certifications are provided.
25. Monitor and document erosion control and ensure conformity with the plans and N P D E S standards.

POST CONSTRUCTION TASKS

1. Perform a final inspection with Village of Homer Glen representatives, contractor, IDOT and all applicable utilities to finalize a punch list. Document the items in the final punch list and submit them to the contractor for close out. Verify completion of all work and provide a recommendation to Village of Homer Glen, and complete final IDOT documentation.
2. Obtain and review applicable record drawing information from the Contractors to ensure compliance with requirements established in the preconstruction phase. Review Contractor's final as-builts and approve them on behalf of Village.
3. Perform a final topographic survey of the work elements to ensure compliant grades and slopes. Generate as-built cross sections utilizing information on the plan sheets. Provide red-line marked up final "Record Drawings" in hard copy form and electronically.
4. Complete a contractor's annual performance evaluation utilizing IDOT's format.
5. Verify that all documentation is accomplished and that all material inspections and certifications have been accounted for and are complete.
6. Coordinate and participate in a final audit of project files by IDOT staff.
7. Provide all documentation associated with the final balancing change order and final pay estimate, and final close-out documentation to IDOT requirements.

COMPENSATION

V3 shall be paid a Direct Labor Multiplier of 2.80 times the employee's hourly rate for the actual hours expended to perform the services. V3 estimates the staffing fees and expenses for Construction Engineering Services related to this project shown in the attached Exhibit A as summarized below:

Total Estimated Fee for Resident Engineering Services: \$ 67,584.54

Should our services be needed beyond the estimated level of effort, this fee may need to be increased to continue providing the inspection services until construction is complete. V3 will not exceed the above fee without the Village's approval.

MISCELLANEOUS CONTRACTURAL ITEMS

These services will be provided under the Terms and Conditions attached. If the terms of these services request are found to be satisfactory, please sign this request to indicate your acceptance and return a signed copy to our office. Receipt of the signed authorization will serve as out Notice to Proceed for this work.

We appreciate the opportunity to present this agreement and look forward to working with you on this project.

Sincerely,

V3 Companies, Ltd.

Sincerely,
V3 COMPANIES, LTD.



Matthew E. Powers, P.E.
Director of Construction Engineering

Accepted For:
Village of Homer Glen

By: Joseph S. Ecker
Title: Village Manager
Date: 5/16/25

EXHIBIT A

Hero's Trail Multi-Use Path Construction
 Village of Homer Glen
 Estimated Construction Engineering Services Hours and Costs

Assumptions
 Construction Start (Assumed) 5-May-25
 Duration (Assume 28 Working Days per ETR) 39 Cal Days
 Substantial Construction Completion 23-Sep-25
 Final Punchlist Completion (5 Working Days From Completion Date) 6-Oct-25
 QA Material Testing to be provided by Rubino Engineering

Classification	Name	Role	Rate*	D.L.M.	4 Week Period Ending										Total Hours	Total Costs	
					4/8/25	5/26/25	6/23/25	7/21/25	8/18/25	9/15/25	10/13/25	11/10/25					
V3 Construction Engineering																	
Resident Const Manager II	Sean Ludwig	Project Manager	\$70.53	2.800		4										12	\$2,369.81
Construction Technician III	Matt French	Resident Engineer	\$48.00	2.800	40	160	120	80								400	\$53,760.00
Survey Crew		Survey	\$35.42	2.800	2		2									4	\$366.73
V3 Direct Costs																	
Vehicles (Day)				Days	5	20	15									45	\$2,825.00
Premium Overtime				Hours												0	\$0.00
Miss Office Supplies				L Sum												0	\$0.00
Rubino Engineering		Material QA Testing		L Sum		0.5	0.5									1	\$8,133.00
Total Projected V3 Direct Costs: \$11,058.00																	
Total Projected Cost: \$67,584.54																	



V3 COMPANIES, LTD. (CONSULTANT) GENERAL TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement. CONSULTANT shall not be responsible for the accuracy, completeness, and timeliness of services and information provided by the CLIENT or CLIENT's other consultants.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render Professional Services in accordance with generally accepted and currently recognized practices and principles and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within any Contract Documents prepared by others. It is expressly understood that the uncovering of errors in the plans and specifications prepared by others is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by CLIENT.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements. If CLIENT disputes all or any portion of an invoice, CLIENT shall notify CONSULTANT within 14 calendar days of the date of the invoice, describe the nature of the dispute, and pay undisputed sums. Thereafter CONSULTANT and CLIENT shall make a good faith effort to resolve such dispute.

CLIENT's obligation to pay for services rendered under this Agreement is in no way contingent upon the CLIENT's ability to obtain financing, zoning, approvals from governmental or regulatory agencies, final adjudication of a lawsuit in which CONSULTANT is not involved, or upon CLIENT's successful completion of the project. No deduction shall be made from any CONSULTANT invoice on account of penalty, liquidated damages or other sums withheld. It is agreed that all expenses incurred by CONSULTANT in enforcing this Agreement or in filing liens, obtaining judgments or collecting any delinquent amounts due, including reasonable attorney's fees, shall be recoverable from the CLIENT.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges including all costs of collection (including reasonable attorneys' fees). CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs. CONSULTANT reserves the right to terminate this Agreement if its services are suspended or the project is dormant for a period of 60 days or more.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice. If terminated, CLIENT agrees to pay CONSULTANT for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.

6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses. Prevailing party is the party who recovers at least 75% of its total claims in the action or who is required to pay no more than 25% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.

7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are Instruments of Service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. Upon payment to CONSULTANT for services performed, CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on

any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify, defend, and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

9. DIGITAL TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any non-design document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

For design drawings, construction documents, and reports: due to the unsecured nature of CAD files and other electronic data, and the inability of the originator to establish controls over the use thereof, CONSULTANT assumes no responsibility for any consequences arising out of the use of the data that is transmitted digitally. It is the sole responsibility of the user to check the validity of all information contained herein. The user shall at all times refer to the signed and sealed design drawings or other documents during all phases of the project. The user shall assume all risks and liabilities resulting from the use of this data.

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

11. CONSTRUCTION PHASE SERVICES

If construction phase services are provided as part of this Agreement, CONSULTANT shall not control or be responsible for another's means, methods, techniques, schedules, sequences or procedure, or for construction safety or any other related programs, or for another's failure to complete the work in accordance with the plans and specifications. If construction phase services are to be provided to determine the general progress of the work, they shall not include supervision of the contractors, or of their means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs. CONSULTANT maintains the right but not the duty to recommend that CLIENT reject work that does not appear to conform generally to the plans and specifications. CONSULTANT shall not have any liability for recommendations made in good faith.

If Construction Documents are part of this Agreement and construction phase services are excluded from this Contract, CLIENT is responsible for interpreting the Construction Documents and specifications and observing the work of the contractors for general conformance with the Construction Documents. If CLIENT authorizes deviations from the Construction Documents or specifications prepared by CONSULTANT, CLIENT agrees to indemnify, defend and hold CONSULTANT, its directors, officers, shareholders, partners, or employees, harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to reasonable attorneys' fees, all legal expenses and CONSULTANT's time, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by CONSULTANT.

12. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, to the extent caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT, its directors, officers, shareholders and employees harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement.

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

13. WAIVER OF CONTRACT BREACH

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

14. WAIVERS OF CONSEQUENTIAL DAMAGES AND SUBROGATION

CLIENT and CONSULTANT waive all claims to consequential damages for any claims or disputes arising out of or related to this Agreement. In addition, CLIENT and CONSULTANT waive all claims against each other to the extent covered by any applicable insurance during design or construction, including but not limited to claims for subrogation.

15. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed the greater of \$100,000 or the total compensation received by CONSULTANT. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract. In no event shall CONSULTANT's liability exceed the proceeds available under CONSULTANT's insurance policies.

16. NO PERSONAL LIABILITY

CLIENT and CONSULTANT shall not bring claims or lawsuits against each other's directors, officers, shareholders, employees, subsidiaries, or affiliates.

17. HAZARDOUS MATERIALS

The CONSULTANT, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials on this project. The CLIENT acknowledges that, with regard to this Agreement, the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials"). Those services are not included in the scope of this Agreement.

18. ENTIRE AGREEMENT AND SEVERABILITY

This Agreement is the entire and integrated agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and CONSULTANT. In the event that any term or provision of this agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.

19. NO ASSIGNMENT

Neither party can assign this Agreement without the other party's written consent.

20. DISPUTE RESOLUTION AND CONTROLLING LAW

CLIENT and CONSULTANT agree to mediate claims or disputes arising out of or relating to this Agreement as a condition precedent to litigation. If a third party is required, the mediation shall be conducted by an attorney or any other mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally within reason, if needed. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law. In the event mediation or dispute over non-payment or partial payment to CONSULTANT incurs, CLIENT will be responsible for any and all legal fees, interest of late payments, and necessary expenses required to secure rightful payments.

This Agreement is governed by the laws of the state in which the Project is located.

MATT FRENCH, CMIT

SENIOR CONSTRUCTION TECHNICIAN



Matt is a Senior Construction Technician with experience in observing construction activities according to contract plans and specifications, assisting in the development of construction cost estimates, maintaining project and material testing documentation, assisting in the preparation of reports, reviewing specifications and plans, construction schedules, and permits for projects. He has experience working with Project Managers, clients, residents, and contractors to achieve a project goals.



YEARS OF EXPERIENCE

V3: 1 | Total: 4



EDUCATION

Bachelor of Science, Construction Management, Indiana State University



CONTINUING EDUCATION

IDOT Training:

- *Documentation of Contract Quantities, # 21-19441, Expires 11/22/2025*
- *Aggregate Technician*
- *HMA Asphalt Level I*
- *S-33 Soil & Field Testing*
- *S-11 HMA Inspection*
- *S-51 Steel Structure*
- *Sealcoats*
- *Nuclear Density*
- *Erosion & Sediment Control Workshop Module I, II, & III*

OSHA 30-hour



REGISTRATIONS

Construction Manager-in-Training: Illinois, 2022

I-294 Road & Bridge Reconstruction, Illinois Tollway – Cook County, Illinois

Construction Inspector for the removal and installation of southbound bridge. The scope of work included constructing a new bridge, constructing approaches, ITS, electrical, crash investigations sites, noise wall installation, landscaping, HMA, SMA superpave, temporary pavements, and multiple traffic stages. Matt led installation of ITS, electrical, dowel bar PCC paving, HMA, SMA, median wall installation. He assisted with maintaining all project documents, project quantity book, traffic control reports, extra work daily report, project files, weekly report (A2's) and material delivery tickets, assisted with preparing pay estimates, ATP's, change orders and extra work orders as well as E-Builder tasks and processes, reviewed RFI's and submittals. Matt also assisted with preparing progress meeting agendas and meeting minutes, updating quantity books and preparing for audits, performed on-site observation and documentation of quantities, and reviewing contractor's schedule. Also assisted with performing material coordinator duties to ensure all evidence of material inspection submitted by the contractor is satisfactory.*

RR-18-9206 Materials Engineering System-Wide, Illinois Tollway – Lisle, Illinois

Construction Inspector for materials engineering of the longevity and success of the tollway. Matt assisted with MIT scanning to ensure contractor compliance to tollway standards. He also reviewed and updated mix designs for the current season, worked closely with Springfield research facility regarding rebar compliance to meet tollway specifications. Matt oversaw material sampling of porous granular embankment, recycled asphalt pavements, and asphalt cement binders as well as reviewed specifications from standard specifications of roadway and bridges to offer updates.*

Drainage Improvements, Ditch Cleaning, and Culvert replacement & Removal, IDOT – Cook County, Illinois

Construction Inspector for the improvements of drainage issues along IL Route 7 Southwest Highway. Matt assisted with all field work with drainage installation and installation a drainage basin, traffic control, materials inspection, adherence to IDOT specifications throughout project.*

MATT FRENCH, CMIT

SENIOR CONSTRUCTION TECHNICIAN



I-294 Noise Abatement Walls, Illinois Tollway – Hinsdale, Illinois | Construction Inspector for the removal and installation of noise abatement wall, wood fence, tree removal, and installation of proposed noise abatement wall panels, posts, curb and gutter and landscaping. Matt assisted with maintaining all project documents, project quantity book, traffic control reports, extra work daily report, project files, weekly report (A2's) and material delivery tickets, preparing pay estimates, ATP's, change orders and extra work orders as well as E-Builder tasks and processes, reviewed RFI's and submittals. Matt also assisted with preparing progress meeting agendas and meeting minutes, updating quantity books and preparing for audits, performed on-site observation and documentation of quantities, and reviewing contractor's schedule. He assisted with performing material coordinator duties to ensure all evidence of material inspection submitted by the contractor is satisfactory.*

I-294 System Wide Pavement Repairs, Illinois Tollway – Systemwide, Illinois | Construction Inspector for System Wide Pavement Repairs including asphalt milling and overlay, concrete patching, and bridge repairs. Matt assisted with pavement surveys to determine repair areas, maintaining all project documents, project quantity book, traffic control reports, extra work daily report, project files, weekly report (A2's) and material delivery tickets. He assisted with preparing Pay estimates, ATP's, change orders and extra work orders, E-Builder tasks and processes, reviewed RFI's and submittals. Matt also assisted with preparing and approving progress meeting agendas and meeting minutes, updating quantity books and preparing for audits, performing onsite observation and documentation of quantities, and coordinating project maintenance of traffic. Matt assisted with reviewing contractor's schedule, and material coordinator duties to ensure all evidence of material inspection submitted by the contractor is satisfactory.*

I-88 Pavement & Structure Reconstruction & Rehabilitation, Illinois Tollway – Naperville, Illinois | Documentation Engineer for this pavement and structure reconstruction and rehabilitation. Matt assisted with project closeout and documentation review, preparing for audits, managing material documentation, and helped to ensure all evidence of material inspection submitted by the contractor is satisfactory. He also assisted with managing the quantity book and creating change orders and extra work orders as needed.*

SEAN LUDWIG

RESIDENT CONSTRUCTION MANAGER



Sean is a Resident Construction Manager with experience in transportation engineering. He has participated in initial surveys, project designs, and construction. He also has received training in materials testing and is certified by IDOT for project documentation. Sean is proficient with both MicroStation and AutoCad design software.



YEARS OF EXPERIENCE

V3: 22 | Total: 24



EDUCATION

Bachelor of Science, Industrial Technology, Southern Illinois University



CONTINUING EDUCATION

EMCI: Stormwater Erosion Control

IDOT Training:

- *Documentation of Contract Quantities, #21-18421, Expires 03/22/2025*
- *Bituminous Concrete Density Tester*
- *Certified Technician*
- *Construction Materials Inspection Documentation*
- *ICORS Certified*
- *STTP-S33 Soils Field Testing & Inspection Course, #3910924, 2016*
- *QC/QA PROGRAM: Portland Cement Concrete Level I*
- *Regulated Substances & Special Provisions During Construction Projects*

OSHA 10-Hour

TROXLER:

- *Certified Nuclear Density Gauge Operator*
- *Gauge USA & Radiological Safety*

Central Avenue Reconstruction, Village of Western Springs – Western Springs, Illinois | Resident Engineer for the Phase III construction engineering services for an extensive separation of sanitary from storm sewers throughout the Village. The new storm sewer was installed to depths of more than 30 feet and pipe sizes ranges from 12-inches to 66-inches in diameter. Approximately 5,000 square feet of Central Avenue was fully reconstructed with PCC pavement. More than 40 storm sewer structures were installed varying in size from nine-foot diameter manholes to two-foot inlets along with four junction chambers. Also, 100 feet of 84-inch steel casing pipe was auger and jacked under 47th Street to accommodate the 66-inch storm sewer. This project was awarded the Suburban APWA Project of the Year.

Kirk Road & Dunham Road Reconstruction, Kane County DOT – St. Charles, Illinois | Resident Construction Manager for this roadway reconstruction and intersection improvement project which included new traffic signals, full-depth reconstruction and realignment as well as a new turn lane and replacement of a 24-inch culvert. Prior to construction, V3 coordinated the relocation of a Nicor gasmain and several ComEd poles. During installation of the storm sewer crossing an opportunity for \$25,000 savings in pavement replacement was identified.

IL Route 178 over Illinois River, IDOT – Utica, Illinois | Assistant Resident Technician for replacement of the existing IL Route 178 bridge over the Illinois River with a newly constructed bridge on a new alignment. Project included approximately one mile of both full-depth concrete PCC jointed pavement, more than 200,000 cubic yards of embankment, hot mix asphalt pavement construction as well as new sanitary sewer, storm sewer and watermain. Sean was responsible for verifying all bridge layout, onsite control, embankment testing, contract documentation, and various onsite inspections.

SEAN LUDWIG

RESIDENT CONSTRUCTION MANAGER



IL Route 47 Reconstruction, IDOT – Morris, Illinois | Assistant Resident Technician for adding two traffic lanes in each direction along with the demolition and reconstruction of two bridges over Valley Run and Saratoga Creek. Project included construction inspection of storm sewer, curb and gutter, bridges, and field tile investigation and design. Sean was responsible for contract quantities, authorizations, pay estimates, onsite inspection, material quality assurance, documentation, elevation and alignment control as well as construction staking and layout for both bridges.

Longmeadow Parkway Section B1 Improvements, Kane County DOT – Algonquin, Illinois | Assistant Resident Technician on this \$14-million, federal and local funded project. Project components included two new signalized intersections, staged traffic control and pedestrian crossings while maintenance of traffic components and accelerate construction time frames allowed for full opening of all traffic lanes prior to the winter season. Sean was responsible for construction inspection, field modifications, contract documentation, and material quality assurance.

Elgin O'Hare Western Access New Interchange, Illinois Tollway – Itasca, Illinois | Senior Construction Technician for construction of the new interstate to interstate interchange between the Elgin O'Hare Western Access Tollway (IL Route 390) and the Eisenhower Expressway (I-290). Scope of work included construction of two flyover ramps connecting, two additional bridge structures to carry ramps and frontage roads with new noise wall structures. Sean's responsibilities included construction inspection, contract documentation as well as coordination of daily lane closures with Illinois Tollway, IDOT, and the City.

Crabtree Creek Bank Stabilization, Village of Woodridge – Woodridge, Illinois | Resident Technician for this bank stabilization of 1,000 feet of highly-eroded side slopes with the construction of a 200-foot-long by nine-foot-tall gabion basket retaining wall. Project was located along private yards which resulted in restricted access and limited working hours. Sean was responsible for coordinating all work between the contractor and private residents, construction inspection, and material quality assurance.

Reagan Memorial (I-88) Roadway & Bridge Rehabilitation, Illinois Tollway – Dekalb, Illinois | Senior Construction Technician providing construction management services for this \$24-million rehabilitation of more than 30 lane miles of tollway pavement. Project included rehabilitation of six existing bridges including deck patching, sub-structure repairs, and partial deck removals with latex concrete overlays. Sean's responsibilities included onsite inspections, material quality assurance, contract quantities, documentation, and lane closure coordination.

IL Route 178 Realignment & Reconstruction, IDOT – Utica, Illinois | Construction Technician for this realignment and reconstruction through downtown Utica. Project included one mile of new full depth PCC pavement, new watermain, new storm sewer, and underground utility installations as well as realignment and construction of two new bridge structures including a bridge over the historical I&M canal. Sean was responsible for bridge layout, onsite inspections, contract quantities, and material quality assurance.

Washington Street Reconstruction, Lake County DOT – Round Lake & Round Lake Park, Illinois | Resident Technician for Phase III construction engineering services for residential reconstruction of Washington Street along Round Lake. Project included full-depth bituminous pavement, new storm sewer, and new water main. All storm sewer discharge into Round Lake was required to be filtered with flocculation treatment. Sean was responsible for onsite modifications, construction inspection, contract quantities, and material quality assurance.

Arterial Street Resurfacing North Ashland Avenue, CDOT – Chicago, Illinois | Senior Construction Technician for this urban roadway stretching from West Madison Street to West Cortland Street. Scope of work included communication with quality assurance and quality control to ensure all material specifications and guidelines were followed. Sean was responsible for documentation, design/build of ADA ramps, performing quality control tests for the ADA ramps, daily observation, and coordination with the contractor and stakeholders.

SEAN LUDWIG

RESIDENT CONSTRUCTION MANAGER



US Route 30 Reconstruction, IDOT – New Lenox, Frankfort, & Mokena, Illinois | Construction Technician for the \$90-million reconstruction and widening of 8.5 miles of US Route 30 from a two-lane rural cross section to a five-lane urban facility. Project included extensive earthwork, complicated traffic and construction staging, multiple utilities relocation, new storm sewer systems, watermain installation, PCC pavement, bridge construction, retaining walls, noise abatement walls, traffic signals, and roadway lighting. Significant coordination with local agencies was required including New Lenox, Frankfort, Mokena, and the Will County Forest Preserve District. Sean was responsible for generating all earth work cross sections and calculations and project closeout.

2010 Arterial Street Resurfacing Area 51 North, CDOT – Chicago, Illinois | Construction Technician for this \$8.4-million project funded by the American Recovery and Reinvestment Act. This stimulus project rehabilitated more than 9.5 miles of arterial roadways. Work performed included curb and gutter replacement, sidewalk replacement, bus pad installation, traffic signal and red-light camera work, tree planting, and landscaping. Sean was responsible for managing contract quantities and construction inspection.

Jane Addams Memorial Tollway (I-90) Reconstruction, Illinois Tollway – Rockford, Illinois | Construction Technician providing Corridor Construction Management services for the \$280-million reconstruction and widening of 13 miles of roadway. Services included corridor construction management, project controls, cost control, schedule preparation and analysis, web-based project documentation, construction inspection, construction layout, materials testing, project documentation, and contract administration.

I-80 Pavement Patching & Resurfacing, IDOT – Ottawa, Illinois | Project Manager for the rehabilitation 44 lane miles of milling and bituminous resurfacing with shoulder widening. Poured more than 200 Class-B patches with high-early concrete to minimize closure times to the traveling public. The median was completely regraded to satisfy a 4:1 slope for the new cable guard and shoulder widening. All lane closures were strictly enforced due to the high volume of traffic. Sean was responsible for identifying layout, and quantity management of the class B patches.

Herrick Road & Galusha Avenue Improvements, Wheaton Warrenville Community Unit School District 200 – Warrenville, Illinois | Resident Technician for the widening of Herrick Road and Galusha Road in association with the construction of the new Hubble Middle School. Project included widening the two lane roadway to a three lane section to provide turn lanes at the school entrance. Sean was responsible for all contract quantities, pay estimates, authorizations, site modifications, and onsite inspections.

Randall Road & IL Route 64 Reconstruction, Kane County DOT – St. Charles, Illinois | Assistant Resident Technician for this \$15.9-million reconstruction and widening of both IL Route 64 and Randall Road. Project included new PCC jointed pavement, new watermain, storm sewer, sanitary sewer, traffic signals, and lighting for the entire length of the project. Sean's responsibilities were onsite inspection, management of contract quantities, contract documentation, and material quality assurance.

I-74 Peoria Reconstruction, IDOT – Peoria, Illinois | Construction Technician on two construction engineering contracts for the IDOT's largest reconstruction project in downstate Illinois' history. Project included reconstruction of two major urban arterial roadways with storm sewers, utility relocations, watermains, sanitary sewers, roadway lighting, traffic signal installation, removal and reconstruction multiple bridge structures, and construction of retaining walls and major culverts. The V3 team earned an "Excellent" performance rating from IDOT. Sean was responsible for construction inspection, contract documentation, and material quality assurance.

Stratford Road Infrastructure Project, Village of Deerfield – Deerfield, Illinois | Resident Technician for this half-mile roadway widening with total reconstruction of the existing roadway. Project included new water main, sanitary sewer, and storm sewer as well as full depth bituminous roadway replacement. Sean was responsible for all contract quantities, pay estimates, authorizations, site modifications, material quality assurance, and onsite inspections.

March 26, 2025

To: Matthew Powers, P.E.
V3 Companies
7325 Janes Avenue
Woodridge, IL 60517
P: 630-729-6233

Re: **QA Materials Testing Services**
Proposed Hero's Trail Multi-Use Path (61L02)
In Homer Glen, IL

Proposal No. Q25.199

Via email: mpowers@v3co.com

Dear Mr. Powers,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA construction materials testing and inspection services for the above referenced project.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received a request for proposal from Matthew Powers, P.E. of V3 Companies on March 26, 2025 and the following outlines our understanding of the requested scope of services:

General Scope of Services

EARTHWORK TESTING

- Subgrade Stability Testing (Proof Roll and DCP)

BITUMINOUS PAVING AND CONCRETE

- Tack Coat Application Rate
- Prime Coat Application Rate
- QA Field testing of hot mix asphalt (HMA) – density by the nuclear method
 - LR1030-2 Specification with Nuclear Gauge Acceptance
 - Random Number Generation required for the QC/QA Program for QA Nuclear Testing
- QA Laboratory testing of HMA - Bulk SG, Max SG, and Loss on Ignition
- QA Field testing of uncured concrete
 - Slump, air, temperature, and casting of cylinders
 - Laboratory testing of cured concrete – compressive strength

Extras

- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

Based on the supplied schedule of material quantities, the following summarizes our estimate for testing and is subject to change based on final scheduling:

Material	Estimated # of Trips	Hours per Trip*
EARTHWORK TESTING	1	8
BITUMINOUS PAVING – SURFACE COURSE HMA	1	8
BITUMINOUS PAVING – PRIME AND TACK COAT	2	6
CONCRETE	2	6

*Portal to Portal

FEES

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request.

Item Description	Quantity	Unit	Item	Material Tester 1 (hr)	Material Tester 2 (hr)	Nuclear Density Gauge	Vehicle Charge - Round Trip	Project Manager (hr)	Cylinders (each)	Sample Pickup	Maximum Theoretical Specific Gravity	Bulk Specific Gravity	Ignition Oven Test / Reflux Extraction	Sieve Analysis + Sample Prep	DCP Equipment
				\$116.00	\$120.00	\$45.00	\$65.00	\$135.00	\$19.50	\$295.00	\$169.00	\$144.00	\$192.00	\$175.00	\$20.00
Hero's Trail Multi-Use Path, Homer Glen															
Subgrade Stability Testing (Proof Roll and DCP)	n/a	n/a	SOIL	8				1	1						1
Tack Coat	794	LBS	HMA	6				1	1	1					
Prime Coat	7940	LBS	HMA	6				1	1	1					
Hot Mix Asphalt Surface Course, N50	675	TON	HMA	6	1	1	2			0	1	1	1	1	
Portland Cement Concrete Sidewalks, 5 inch	1472	SF	PCC	6				1	1	6	1				
Combination Curb and Gutter, Type B-6.12	160	FT	PCC	6				1	1	6	1				
				32	8	1	6	7	12	4	1	1	1	1	1
				\$3,680.00	\$960.00	\$45.00	\$390.00	\$945.00	\$234.00	\$1,180.00	\$169.00	\$144.00	\$192.00	\$175.00	\$20.00
GRAND TOTAL = \$8,133.00															

The fees charged under this agreement are subject to change 6 months from the date of the proposal.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

PROJECT SCHEDULING

Please book testing services prior to 4pm the day before testing is needed via our website:

<https://rubinoeng.com/schedule-field-testing>

The office and field project manager will be notified, and you will receive a confirmation email and possibly a follow up phone call or email for additional project information.

Changes to the schedule or cancellations: scheduling@rubinoeng.com

Please call the office with any questions or changes to the schedule between 8am to 4pm.

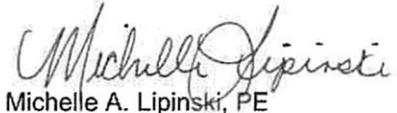
Late or Same Day Scheduling will result in additional time charges for coordination and overtime.

CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE

President

michelle.lipinski@rubinoeng.com

RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)