



CHRISTOPHER B. BURKE ENGINEERING, LTD.

16221 W. 159th Street Suite 201 Lockport, Illinois 60441 TEL (815) 770-2850

August 24, 2026

City of Crest Hill
20600 City Center Boulevard
Crest Hill, IL 60403

Attention: Ron Wiedeman, PE – City Engineer

Subject: Professional Engineering Services Proposal
Preliminary Engineering – Part A
Weber Road at Division Street
Crest Hill, Illinois

Dear Mr. Wiedeman:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional preliminary engineering services for the Weber Road at Division Street intersection improvements in the City of Crest Hill. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL will perform Part A Preliminary Engineering on behalf of the City of Crest Hill for improvements to the intersection of Weber Road and Division Street. Part A will evaluate existing and future operational, safety, and multimodal needs at the intersection, confirm the improvement needs associated with anticipated traffic growth from nearby planned developments, and develop the technical basis for advancing a preferred intersection improvement concept into subsequent Phase I work.

Under existing conditions, the intersection is signalized with Division Street consisting of one through lane in each direction with an exclusive left-turn lane at the intersection. Division Street is classified as a minor arterial roadway and is under the jurisdiction of the City of Crest Hill. Weber Road consists of two through lanes in each direction, with left-turn lanes provided at the intersection, and serves as a higher-volume regional corridor through the project area. Weber Road is a Will County highway under the jurisdiction of the Will County Division of Transportation and is designated as a Strategic Regional Arterial.

The City anticipates development surrounding the intersection. Traffic projections will be developed for the 2050 design year and evaluated for potential adjustments based on available development traffic impact studies and planned future land use reflected in approved City zoning maps. The Phase I study will identify the improvements needed at the intersection to accommodate anticipated growth in the immediate project area to the extent practical.

Numerous utilities are located along Weber Road and Division Street, including facilities located outside the existing right-of-way within separate utility easements. Two known pipeline facilities are located within the project area, including one with above-ground infrastructure in the northeast quadrant of the intersection. Coordination will occur with the utility owners and operators to confirm their facilities and identify requirements to avoid impacts or relocation. Title reports will be obtained for parcels around the intersection to identify existing utility easements.

A full range of intersection alternatives will be developed to identify the improvements needed to support long-term operations, safety, and multimodal accommodation. Although the City intends to initially implement improvements along Division Street, IDOT's federal Phase I process will require evaluation of the full Weber Road and Division Street intersection. The study will identify a phased implementation strategy, with Division Street improvements advanced as the initial construction contract and Weber Road improvements identified for future implementation by or in coordination with Will County Division of Transportation when the corridor is advanced toward a six-lane section.

Based on City funding availability, Phase I will be performed in two parts. This proposal will complete Part A of the Phase I Study, which will consist of data collection, topographic survey, traffic studies, utility identification and coordination, project coordination, wetland delineation and related environmental screening, intersection alternative design, preliminary design, and supporting project documentation. Part B will build upon the work completed under Part A and is anticipated to complete remaining federal Phase I documentation, preliminary design, environmental coordination and clearances, agency coordination and public involvement necessary to support completion of the Phase I Study.

SCHEDULE

This proposal assumes that Part A Preliminary Engineering will begin in October 2026 and will be completed over an anticipated fifteen (15) month duration. The schedule will include data collection, survey, traffic and safety studies, environmental screening, utility coordination, alternative development, preliminary design, project coordination, and preparation of supporting project documentation.

SCOPE OF WORK

1. Data Collection & Analysis

CBBEL will collect and evaluate all necessary data for completion of preliminary engineering. This data will include at least the following base information:

- A. Collect and compile all GIS information and maintain a project database for use throughout the entire project.
- B. Prepare aerial mosaics of the project limits to be used for exhibits and presentations.
- C. Collect and log (via spreadsheet) Record Plans and other available data from the City and Will County,:
 - Record roadway plans, permit, and development plans.
 - Traffic signal plans and signal timing information.
 - Available traffic data and pavement condition.
 - Available survey data and control data.
 - Available City mapping data.

- Existing and proposed land use and zoning maps.
- Public and private utility plans and atlases.
- USGS maps and Flood Insurance Rate Maps.
- Available flooding records and drainage complaints as available.
- Emergency response routes.

D. Field Visits for project data collection and inspection. (2 site visits)

2. Topographic Survey

A. CBBEL will perform a full topographic survey of the project area as noted below (ROW to ROW with 20-foot to 30-foot overlap) for use in preliminary engineering:

1. Division Street – 3,390 feet
2. Weber Road – 3,980 feet

Total Lineal Feet = 7,370 feet (1.40 miles)

B. The survey scope includes the following survey tasks:

1. Horizontal Control: Utilizing state plane coordinates, CBBEL will tie into NGS Monumentation control utilizing state of the art GPS equipment. Horizontal Datum will correlate with established/existing NGS control monuments (NAD '83, Illinois East Zone 1201).
2. Vertical Control: CBBEL will establish site benchmarks for construction purposes, tied to the NAVD '88 Vertical Datum. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum) State-of-the-art Hard Level equipment will be used to establish benchmarks and assign a vertical datum on the horizontal control points.
3. Existing Right-of-Way: CBBEL will establish the existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information. Boundary/Land Acquisition survey, Plat of Highways, and/or Plat of Easement is not included.
4. Topographic Survey: CBBEL will field locate all pavements, driveways, bike paths, curbs and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, crossroad culverts, etc. within the project limits.
5. Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, and at all other grade controlling features.
6. Utility Survey: All existing storm and sanitary sewer structures will be surveyed to determine rim and invert elevations and pipe sizes and materials. Construction (materials) and condition of structures will also be documented. Above-ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be determined based on available survey and atlas information.
7. CBBEL will field locate all trees of 6-inch caliper or greater within the survey limits (Tree Line only for heavily forested areas), and record tree size, location and elevation on survey.
8. Base Mapping: CBBEL will compile the above information into one base map drafted in accordance with the IDOT CADD Manual following IDOT's drafting

guidelines using the latest available Bentley OpenRoads Designer CE workspace that is representative of existing conditions for use in all preliminary and design engineering work in developing the detailed plan, profile and cross sections for the proposed improvement plan, and contract plans and bid documents. Contours will be provided at one-foot intervals.

- C. CBBEL will identify all parcels within the project limits where Pipelines exist, and will order Title Commitments. CBBEL will research said Title Reports to identify any Pipeline Easements that currently exist. These existing easements will be plotted in the ROW file. CBBEL will identify locations where Easements do not currently exist and will need to be created. It is assumed that 12 title reports will be ordered.

3. Traffic & Safety Studies

The Traffic and Safety Study will detail the impacts of the proposed developments on the Weber Road at Division Street intersection and adjacent roadway network. This work will include the following twenty-five (25) intersections:

1. Along Division Street (west to east) – Gaylord Road, Industrial Access, Advantage Avenue, Churnovic Lane, Enterprise Boulevard, proposed residential RIRO access, Crest Hill Business Park/gas station signalized access, proposed RIRO west Statesville access, proposed signalized Statesville access, proposed RIRO east Statesville access.
2. Along Weber Road (north to south) – Weber Crossings RIRO access, Randich Road, proposed RIRO for shopping center, existing RIRO gas station access, Division Street, proposed RIRO gas station access, proposed RIRO retail access, proposed signalized Crest Hill Business Park/Statesville access, proposed Statesville RIRO access, Crest Hill Drive, City Center Boulevard.
3. Within Crest Hill Business Park – Churnovic Ln & Lidice Parkway, Enterprise Boulevard & Lidice Parkway, Business Park internal road & Business Park/Statesville access, Business Park/Statesville access & Business Park/gas station access.

A. Data Collection

This task includes collecting 12-hr traffic counts at the intersections of Weber Road at Randich Road, Weber Road at Division Street, Weber Road at Patrick Drive, Weber Road at City Center Boulevard, and Weber Road at Caton Farm Road. Along Division Street, counts would be taken at Gaylord Road, Churnovic Lane, Enterprise Blvd, Zausa Drive, Gas 'N Wash Driveway, and Borio Drive. This data will be used to expand on the previously completed traffic analysis for the business park to include the recent development plans as shown in the attached exhibit. Following the existing analysis, peak hour volumes will be developed for the AM, midday, and PM peak periods. One site visit will be made to confirm speed limits, lane geometry, and existing roadside conditions.

B. Design Hourly Volume Development:

This task includes preparing the network existing, 2050 No-Build and 2050 Build design hourly volumes for the peak AM and PM periods. Development volumes will be incorporated utilizing the provided City land use plan (March 2025), Weber Crossings site plan (dated August 21, 2023), Mather Farms development (received June 2026), and the Statesville Correction Center redevelopment plan (dated May 17, 2024). The development volumes (site volumes) will then be assigned to the study area intersections to develop the 2050 Build volume distribution. CBBEL will

utilize the 2050 ADT volumes previously approved by CMAP for development of the 2050 No-Build and 2050 Build conditions.

C. Capacity and Warrant Analyses

This task includes performing capacity analyses for each of the study intersections for existing, 2050 No Build, and the 2050 Build scenario to assess performance and queuing. Various intersection configurations of the Weber Road at Division Street intersection will be performed to help identify the preferred intersection design to meet capacity needs. Red-Time and 95th Percentile queue tables will be developed for intersections as appropriate. CBBEL will perform traffic signal warrant analyses for proposed traffic signals under existing, 2050 No Build conditions and 2050 Build conditions. The traffic signal warrant analyses will include the five intersections of: Weber Road at Randich Road, Weber Road at Mather Farms/Statesville Development, Division Street at Zausa Drive, Division Street at Gas N' Wash/Mather Farms, and Division Street at Borio Drive.

D. Crash Analysis

CBBEL will obtain the latest five years of crash data from IDOT District One for the existing study area intersections along Weber Road and along Division Street. Significant crash patterns identified will be evaluated to determine crash countermeasure recommendations to mitigate specific crashes. The crash data will be summarized into a crash memorandum with summary table and crash location exhibits.

E. Traffic Operations Study

This task includes preparation the Traffic Operations Study for the proposed land use scenarios of the business park, Statesville property, and proposed Weber Crossings development. The study will include trip generation, directional distribution, volume exhibits, capacity analyses, analysis of proposed truck route, recommendations for Division Street and Weber Road intersection, and evaluation of auxiliary turn lane warrants. The appendix will contain: traffic counts, capacity analyses outputs, CMAP concurrence letter, and Village provided land development exhibits.

4. Environmental Studies

CBBEL will perform wetland delineations for the project study area. an environmental review of the project corridor and complete the required environmental surveys for completion of Preliminary Engineering in accordance with IDOT and FHWA requirements.

A. Environmental Survey Exhibits

1. Draft Environmental Survey Exhibits will be developed based on the final design to be utilized in Phase I Part B when an Environmental Survey Request will be submitted to IDOT.

B. Waters of the US/Wetland Delineation

1. An investigation of the project corridor will be completed to delineate the limits of waters of the US (WOUS)/wetlands present. The delineation will be completed based on the methodology established by the US Army Corps of Engineers (USACE). During the site visit, wildlife and plant community qualities will also be assessed. The limits of the wetland community will be field staked. We will locate the delineated WOUS/wetland boundaries using a submeter accuracy handheld GPS unit.

2. The results of the field reconnaissance will be summarized in a letter report. The wetlands' generalized quality ratings (based on the latest USACE guidance) will be included along with exhibits depicting the approximate wetland and project corridor boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs, and the USACE Routine On-Site Data Forms.
3. This task will also include completing a farmed wetland determination for agricultural portions of the project corridor.

5. Concept Alternative Design

The focus of this task is to develop and evaluate intersection improvement alternatives based on the traffic analysis completed for the study area. Alternative development will focus on the anticipated improvements along Division Street while also identifying potential improvements along Weber Road needed to support overall intersection operations. Additional evaluation will include pedestrian and bicycle accommodations, including connections to adjacent residential developments within the study limits.

Three intersection concept alternatives will be developed. The alternatives will be developed to compare traffic operations, geometric feasibility, anticipated right-of-way, and constructability. The preferred intersection alternative will be identified through this task for advancement into Preliminary Design as part of the new contract. Each alternative will provide left-turn access into the planned development in the southwest quadrant of the intersection and to the gas station in the northwest quadrant.

Three main alternatives will be developed for the intersection based on the traffic analysis. Design modifications will be made to minimize impacts. Impact and cost evaluation will be performed.

6. Engineering Design & Technical Memorandums

- A. Design Criteria Memorandum – A design criteria memo will be prepared that will guide the roadway design.
- B. Purpose & Need Memorandum – Following the completion of the various data collection, crash analysis, traffic analysis and other design studies, a brief purpose and need memo will be prepared.
- C. Alternatives Memorandum – An alternatives memorandum will be developed to document the various alternatives evaluated and the selection of the preferred intersection and corridor alternatives. Analysis performed under Task 5 will be utilized.
- D. Phased Construction Implementation Memorandum – A phased construction implementation memorandum will be developed to phase the project in two construction contracts. Costs will be provided for each phase.

7. Coordination

This task includes all coordination to successfully complete the project. This includes the following meetings over a 15 month duration:

- A. Project Team
 1. Bi-weekly project team meetings will be held throughout the project (15 meetings; half hour duration)
- B. City Status Meeting
 1. Monthly City Status meetings (12 meetings; 1/2 hour)

- 2. Design Workshops (2 meetings; 1 hours duration in-person)
- C. IDOT (1 meetings; 1 hour duration; virtual)
- D. Utility Owners (2 meetings; virtual)
- E. Agencies (2 meetings; virtual)
 - 1. Will County Division of Transportation (2 meetings; in-person)

F. Individual Stakeholder Meetings and Coordination

Individual stakeholder meetings will be held throughout to discuss the project. It is anticipated that two (2) in-person stakeholder meetings will be held. General coordination with stakeholders via email/phone is included in this task, as well as meeting attendance and a meeting summary. Potential stakeholders may include:

- 1. Commercial Property Owners
- 2. Homeowners Associations

8. Project Administration & Quality Assurance

- A. Overall project management for planning, organizing, and controlling resources, procedures, and protocols to successfully deliver the project.
- B. Contract Management & Progress Reports will be submitted on a monthly basis. VantagePoint contract management software will be utilized to assist in efficiently managing and tracking the project budget.
- C. A project schedule will be maintained throughout the project and updated on a quarterly basis.
- D. CBBEL will implement quality assurance and quality control procedures throughout completion of Part A Preliminary Engineering. Quality reviews will be performed for major deliverables, including technical studies, traffic and safety analyses, concept alternatives, preliminary design documents, exhibits, memoranda, and supporting project documentation. Reviews will be completed by qualified senior staff independent of the original preparation effort, as appropriate, to confirm that deliverables are complete, technically sound, internally consistent, and in conformance with applicable City, County, IDOT, and federal project development requirements.

ESTIMATE OF FEE

We have determined the following fees for each of the tasks described in this proposal.

<u>Task</u>	<u>Fee</u>
Task 1 – Data Collection and Analysis	\$ 8,825
Task 2 – Topographic Survey & Utility Coord	\$ 97,634
Task 3 – Traffic and Safety Studies	\$ 111,226
Task 4 – Environmental Studies	\$ 9,766
Task 5 – Concept Alternative Design	\$ 44,506
Task 6 – Engineering Design & Technical Memorandums	\$ 24,399
Task 7 – Project Coordination	\$ 15,211
Task 8 – Project Administration and Quality Assurance	\$ 18,420
TOTAL NOT-TO-EXCEED FEE: \$ 329,987	

We will perform the services described herein for the compensation identified in this proposal and in accordance with the attached General Terms and Conditions, which are incorporated into and made a part of this Agreement. The proposed fee includes all labor, overhead, profit, and direct project expenses associated with the performance of the Scope of Services, including routine printing, reproduction, mailing, delivery, messenger services, and report preparation. The attached General Terms and Conditions are expressly incorporated into and form an integral part of this Agreement. Any services requested by the Village that are outside the agreed Scope of Services shall be considered Additional Services and compensated separately upon authorization by the Village in accordance with the terms of this Agreement.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE
President

Encl. Exhibit A1 – Work Hour Estimate
Exhibit D – Cost Estimate of Consultant Services
Crest Hill General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR CITY OF CREST HILL:

BY: _____
TITLE: _____
DATE: _____

**Division St at Weber Rd Intersection
Phase I Engineering Services -Part A
EXHIBIT A1 - Work Hour Estimate**

TASK	DESCRIPTION	TOTAL WORK HOURS	CONSULTANT	
			CBB	QC
1	DATA COLLECTION AND ANALYSIS			
a	Collect and Compile GIS Information and Maintain a Project Database	10	10	
b	Preparation of GIS based exhibits	10	10	
c	Compile, catalog, and review record plans and data	16	16	
d	Field Visits (2)	16	16	
	SUBTOTAL	52	52	-
2	TOPOGRAPHIC SURVEY & UTILITY COORDINATION			
a	Roadway Survey Limits (Topo & Wet Utilities)	358	358	
b	Julie Utility Coordination	40	40	
C	Utility Easement Research & Drafting	60	60	
	SUBTOTAL	458	458	-
3	TRAFFIC AND SAFETY STUDIES			
a	Data Collection	120	24	96
b	Design Hourly Volume Development	80	80	
c	Capacity and Warrant Analysis	240	240	
d	Crash Analysis	64	64	
e	Traffic Operations Study	188	188	
	SUBTOTAL	692	596	96
4	ENVIRONMENTAL STUDIES			
a	Environmental Survey Exhibits	8	8	
b	Waters of the US/Wetland Delineation	36	36	
	SUBTOTAL	44	44	-
5	CONCEPT ALTERNATIVE DESIGN			
a	Intersection Design Alternatives	180	180	
b	Comparative Cost & Impact Evaluation	88	88	
c	Bike and Pedestrian Concept Design	40	40	
	SUBTOTAL	308	308	-
6	ENGINEERING DESIGN & TECHNICAL MEMORANDUMS			

Division St at Weber Rd Intersection
Phase I Engineering Services -Part A
EXHIBIT A1 - Work Hour Estimate

TASK	DESCRIPTION	TOTAL WORK HOURS	CONSULTANT	
			CBB	QC
a	Design Criteria Memorandum	20	20	
b	Purpose & Need Memorandum	40	40	
c	Alternatives Memorandum	80	80	
d	Phased Construction Implementation Memorandum	27	27	
SUBTOTAL		167	167	-
7	PROJECT COORDINATION			
a	Project Team meetings (x12)	26	26	
b	City Status Meetings (monthly) and Design Workshops (x2)	28	28	
c	IDOT meetings (x1)	4	4	
d	Utility owner meetings (x2)	8	8	
e	Agency meetings (x2)	8	8	
f	Individual Stakeholder Meetings and Coordination (x2)	8	8	
SUBTOTAL		82	82	-
8	PROJECT ADMINISTRATION AND QUALITY ASSURANCE			
a	Implement QA/QC protocols throughout all deliverables	42	42	
b	Project Administration (3%)	48	48	
SUBTOTAL		90	90	-
TOTAL		1,893	1,797	96

Local Public Agency City of Crest Hill	County Will	Section Number
Prime Consultant (Firm) Name Christopher B. Burke Engineering, Ltd.	Prepared By Matt Huffman	Date 8/21/2026
Consultant / Subconsultant Name 	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Phase I Engineering Services Part A - Division Street at Weber Road Intersection

PAYROLL ESCALATION TABLE

CONTRACT TERM	15	MONTHS			
START DATE	10/1/2026			OVERHEAD RATE	165.95%
RAISE DATE	1/1/2027			COMPLEXITY FACTOR	
				% OF RAISE	3.00%
END DATE	12/31/2027				

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	10/1/2026	1/1/2027	3	20.00%
1	1/2/2027	1/1/2028	12	82.40%

Consultant / Subconsultant Name

Job Number

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	90.00
ESCALATION FACTOR	2.40%

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Engineer VI	\$87.00	\$89.09
Engineer V	\$73.73	\$75.50
Engineer IV	\$60.59	\$62.04
Engineer III	\$46.49	\$47.61
Engineer I/II	\$39.08	\$40.02
Survey V	\$90.00	\$90.00
Survey IV	\$81.68	\$83.64
Survey III	\$70.50	\$72.19
Survey II	\$58.00	\$59.39
Survey I	\$42.50	\$43.52
Engineering Technician V	\$76.15	\$77.98
Engineering Technician IV	\$57.28	\$58.65
Engineering Technician III	\$50.50	\$51.71
Engineering Technician I/II	\$36.40	\$37.27
CAD Manager	\$75.65	\$77.47
CAD Technician II	\$56.31	\$57.66
CAD Technician I	\$28.33	\$29.01
GIS Specialist III	\$63.00	\$64.51
Landscape Architect II	\$72.00	\$73.73
Environmental Resource Specialist V	\$79.21	\$81.11
Environmental Resource Specialist IV	\$65.80	\$67.38
Environmental Resource Specialist III	\$44.08	\$45.14
Environmental Resource Specialist I/II	\$34.00	\$34.82
Environmental Resource Technician	\$48.50	\$49.66
Landscape Designer I/II	\$34.00	\$34.82
Transportation Planner III	\$62.50	\$64.00
Engineering Intern	\$20.92	\$21.42

Local Public Agency

City of Crest Hill

County

Will

Section Number

Consultant / Subconsultant Name

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			\$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			\$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum	2500	\$0.72	\$1,800.00
Vehicle Owned or Leased (no mileage charge allowed)	\$45.00/half day (4 hours or less) or \$90/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)	10	\$55.00	\$550.00
Tolls	Actual Cost	51	\$0.75	\$38.25
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Misc. Plotting	Actual Cost	1	\$500.00	\$500.00
Title Reports		12	\$650.00	\$7,800.00
				\$0.00
TOTAL DIRECT COSTS:				\$10,888.25

City of Crest Hill

Will

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EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

COMPLEXITY FACTOR 0

Printed 8/21/2026	TOTALS	10,000	1797	103,194	171,231	34,034	10,000	329,367	100,000
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Local Public Agency

City of Crest Hill

County

Will

Section Number

Consultant / Subconsultant Name

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1 – Data Collection and Analysis			2 – Topographic Survey & Utility Coordination			3 – Traffic and Safety Studies			4 – Environmental Studies			5 – Concept Alternative Design		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	89.09	106.0	5.90%	5.26	10	19.23%	17.13				82	13.76%	12.26						
Engineer V	75.50	238.0	13.24%	10.00	4	7.69%	5.81	18	3.93%	2.97	82	13.76%	10.39				32	10.39%	7.84
Engineer IV	62.04	50.0	2.78%	1.73	4	7.69%	4.77				38	6.38%	3.96						
Engineer III	47.61	595.0	33.11%	15.76	11	21.15%	10.07				234	39.26%	18.69				188	61.04%	29.06
Engineer I/II	40.02	324.0	18.03%	7.22	23	44.23%	17.70				160	26.85%	10.74				88	28.57%	11.43
Survey V	90.00	61.0	3.39%	3.06				61	13.32%	11.99									
Survey IV	83.64	23.0	1.28%	1.07				23	5.02%	4.20									
Survey III	72.19	40.0	2.23%	1.61				40	8.73%	6.30									
Survey II	59.39	128.0	7.12%	4.23				128	27.95%	16.60									
Survey I	43.52	128.0	7.12%	3.10				128	27.95%	12.16									
Engineering Technician V	77.98	0.0																	
Engineering Technician IV	58.65	0.0																	
Engineering Technician III	51.71	0.0																	
Engineering Technician I/II	37.27	0.0																	
CAD Manager	77.47	60.0	3.34%	2.59				60	13.10%	10.15									
CAD Technician II	57.66	0.0																	
CAD Technician I	29.01	0.0																	
GIS Specialist III	64.51	0.0																	
Landscape Architect II	73.73	0.0																	
Environmental Resource S	81.11	22.0	1.22%	0.99										22	50.00%	40.56			
Environmental Resource S	67.38	22.0	1.22%	0.82										22	50.00%	33.69			
Environmental Resource S	45.14	0.0																	
Environmental Resource S	34.82	0.0																	
Environmental Resource T	49.66	0.0																	
Landscape Designer I/II	34.82	0.0																	
Transportation Planner III	64.00	0.0																	
Engineering Intern	21.42	0.0																	
TOTALS		1797.0	100%	\$57.43	52.0	100.00%	\$55.48	458.0	100%	\$64.37	596.0	100%	\$56.03	44.0	100%	\$74.25	308.0	100%	\$48.34

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	6 – Engineering Design & Technical Memorandums			7 – Project Coordination			8 – Project Administration and Quality Assurance											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	89.09							14	15.56%	13.86									
Engineer V	75.50	22	13.17%	9.95	38	46.34%	34.99	42	46.67%	35.23									
Engineer IV	62.04				4	4.88%	3.03	4	4.44%	2.76									
Engineer III	47.61	92	55.09%	26.23	40	48.78%	23.22	30	33.33%	15.87									
Engineer I/II	40.02	53	31.74%	12.70															
Survey V	90.00																		
Survey IV	83.64																		
Survey III	72.19																		
Survey II	59.39																		
Survey I	43.52																		
Engineering Technician V	77.98																		
Engineering Technician IV	58.65																		
Engineering Technician III	51.71																		
Engineering Technician I/II	37.27																		
CAD Manager	77.47																		
CAD Technician II	57.66																		
CAD Technician I	29.01																		
GIS Specialist III	64.51																		
Landscape Architect II	73.73																		
Environmental Resource Spe	81.11																		
Environmental Resource Spe	67.38																		
Environmental Resource Spe	45.14																		
Environmental Resource Spe	34.82																		
Environmental Resource Tec	49.66																		
Landscape Designer I/II	34.82																		
Transportation Planner III	64.00																		
Engineering Intern	21.42																		
TOTALS		167.0	100%	\$48.87	82.0	100%	\$61.24	90.0	100%	\$67.72	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS WITH THE CITY OF CREST HILL

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.
Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.
2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
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 Engineer 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 performing any of the work or providing any of the services on the Project. Nor shall the Engineer 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 Engineer.
3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall

immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order.

Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine-readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

The Engineer ~~also~~ reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and

against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary. For the purposes of this Agreement, the parties acknowledge that such information shall be confidential and proprietary and shall not be used by Engineer for any purpose without Client's written consent.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.
10. Indemnification: Engineer shall indemnify and hold harmless Client from loss or expense, including reasonable attorney's fees for claims for personal injury (including

death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Illinois without regard to the conflict of law provisions. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or from or related to this Agreement shall be only litigated in the Circuit Court, Twelfth Judicial Circuit, Will County, Illinois. Each party hereby consents and submits to personal jurisdiction in the State of Illinois and waives any right such party may have to transfer the venue of any such action of proceeding.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. 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.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments, or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by

Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.

21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed

operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Payment shall be made by the Client according to the terms and provisions of the Illinois Prompt Payment Act, Engineer will provide to the Client a detailed statement of tasks performed by it and reimbursement for expenses, if any. The maximum interest rate under this Section shall be the amount set forth in the Act.

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.