

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 15, 2022 AGENDA

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – 84 TH STREET SIGNAL IMPROVEMENTS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing a Professional Services Agreement with Felsburg Holt & Ullevig (FHU) to develop design plans for signal improvements to the intersections of 84th Street and Main Street/Brentwood Drive as well as 84th Street and City Centre Drive in an amount not to exceed \$15,675.

FISCAL IMPACT

The FY21/22 Biennial Budget includes funding for this project.

RECOMMENDATION

Approval

BACKGROUND

Working through the drafts of the Event Traffic Management Plan with the redeveloper and the recent 84th Street Traffic Study being finalized by Felsburg, Holt and Ullevig (FHU), this design will design a 4-section flashing yellow arrow (FYA) signal head for the southbound left and evaluate the lane geometry for a dual westbound left at 84th Street and Main Street/Brentwood Drive. Also, to aid in the traffic monitoring by the City of Omaha, a Pan-Tilt-Zoom (PTZ) installation will be designed to be consistent with the City of Omaha Traffic Signal system and with the PTZ cameras that currently exist along the 84th Street Adaptive Signal Corridor. A scope will provide for design of the improvements including plans and specifications, progress meetings, controller programming and signal timings. Project is anticipated to be bid after completion of the design with the goal of completing the project prior to the opening of the Astro Theatre. Attached is the scope of services for the design of the project.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FELSBURG, HOLT AND ULLEVIG (FHU), OMAHA, NEBRASKA, FOR 84TH STREET SIGNAL IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$15,675.

WHEREAS, the Mayor and City Council have determined that 84th Street signal improvements are necessary; and

WHEREAS, the FY21/22 Biennial Budget provides funding for this project;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Felsburg, Holt and Ullevig (FHU), Omaha, Nebraska, for 84th Street Signal Improvements in an amount not to exceed \$15,675.

PASSED AND APPROVED THIS 15TH DAY OF FEBRUARY 2022.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk



December 28, 2021

RE: 84th Street Signal Improvements – Scope and Fee Estimate

Mr. Patrick M. Dowse, P.E.
City Engineer
City of La Vista
9900 Portal Road
La Vista, Nebraska 68128

Dear Mr. Dowse:

Thank you for the opportunity to submit this scope of services to develop design plans for proposed signal improvements at the intersections of 84th Street with City Centre Drive and 84th Street with Brentwood Drive/Main Street. The improvements will include a new CCTV camera at the 84th Street with City Centre Drive intersection and an overlap phase for the northbound right-turn lane.

At the intersection of 84th Street with Brentwood Drive/Main Street a new 4-section flashing yellow arrow (FYA) signal head for the southbound left-turn will be provided. Additionally, dual westbound left-turn lanes will be evaluated. Truck turning templates will be ran to determine if there are turning conflicts between the eastbound and westbound turning traffic before this improvement is designed. An overlap phase for the northbound right-turn lane will also be provided.

We are submitting this agreement for professional engineering services based on our understanding of the needed improvements as discussed. This letter agreement summarizes our understanding of the services requested, project schedule, and estimated engineering fees.

Scope of Services

FELSBURG HOLT & ULLEVIG (FHU) TO PROVIDE THE FOLLOWING SERVICES:

Task 1 – Project Management

- a. *Project Management* – The FHU Project Manager will serve as point of contact, maintain project schedule and budget, be responsible for coordinating work, and provide regular progress reports with invoices. Mark Meisinger, PE, PTOE will serve as the Principal in Charge and Adam Denney, PE, PTOE will serve as the Project Manager for this project.
- b. *Quality Assurance & Quality Control (QA/QC)* – FHU will follow defined quality assurance and quality control practices as set forth in our firm's Total Quality Management Plan.

Task 2 – Meetings

- a. *Progress Meetings* – FHU will attend monthly progress/review meetings with City of La Vista staff. Based on the project schedule, this will include two (2) meetings:
 - Project Kickoff Meeting
 - Design Progress meetings at 60%

If requested by the City, FHU can attend additional meetings to report on project progress and answer questions at our standard hourly rates.

Task 3 – Traffic Engineering

- a. *Signal Modifications* – Complete the design of signal modifications required to provide a FYA signal head for the southbound left-turn lane at the intersection of 84th Street with Brentwood Drive/Main Street and installation of a new CCTV camera at the intersection of 84th Street with City Centre Drive and overlap phases for the northbound right-turn lanes at both intersections. New load switches will be required for any new FYA signal head installed.

Additionally, dual westbound left-turn lanes will be evaluated at intersection of 84th Street with Brentwood Drive/Main Street. Truck turning templates will be ran to determine if there are turning conflicts between the eastbound and westbound turning traffic before this improvement is designed. Design improvement may include new signal heads, additional signing and striping, and modifications to medians. Should modifications to the medians be required, a supplemental will be required and include survey and additional design elements.

- b. *CFM and Controller Programming* – Per the Memorandum of Understanding (MOU) established between the City of Omaha and City of La Vista for the 84th Street ASCT system, the City of Omaha is responsible for the programming of the Conflict Monitor (CFM) and updating the controller databases for the new flashing yellow arrow heads. The City of Omaha will provide IP addresses for the CCTV. FHU will coordinate with the City of Omaha to assist with the development of these items.
- c. *Signal Timings* – FHU will develop new clearance calculations and signal timings for the proposed signal phasing.

Task 4 – Design Plan Submittals

- a. *60% Plans* – FHU shall prepare a final plan set in accordance with City of Omaha standards and specifications. Plan sheets to be included in the submittal include the following:
 - Cover Sheet
 - General Note Sheets
 - Traffic Signal Modification Sheet
 - Traffic Signal Wiring Sheet
- b. *Final Plans* – FHU shall prepare a final plan set in accordance with City of Omaha standards and specifications. This includes, but is not limited to, the following sheets:
 - Cover Sheet
 - Summary of Quantities Sheet
 - General Notes Sheet
 - Detail Sheets
 - Construction Phasing Sheets (if needed)
 - Traffic Signal Modification Sheet
 - Traffic Signal Wiring Sheet

FHU shall prepare and submit all drawings, special provisions, and cost estimate, to the City's Project Manager for the final review. Upon City acceptance of the final plans, FHU shall prepare and submit the bid package to the City's Project Manager. The bid package will include sealed drawings, sealed special provisions, and an engineer's estimate.

- c. *Quality Assurance & Quality Control (QA/QC)* – FHU will perform quality control checks prior to any design submittal on the project. QA/QC checks will be conducted in accordance with our total quality management plan.
- d. *Cost Estimates* – FHU shall prepare a detailed cost estimate for the improvements at the 60% and Final submittals.
- e. *Special Provisions* – FHU will submit Special Provisions (if necessary) with the plan submittal.

Assumptions:

- All plans and specifications for the improvements will be prepared in accordance with City of Omaha standard plans/specifications.
- City of La Vista will provide as-builts of existing roadway network and traffic signals. FHU can contact City of Omaha as needed for as-built plans.
- No survey is anticipated for this project. Plans will be developed using an aerial photo base and existing as-builts. Should modifications to the medians be required, a supplemental will be required and include survey and additional design elements.
- Construction Engineering/Materials Testing is not included in the proposal.

Task 5 – Bidding Phase & Contract Documents

- a. *Shop Drawing Review* – FHU will review and approve shop drawings for the project.
- b. *Contract Document* – FHU will prepare the necessary contract documents through the City of La Vista for the project.

Project Schedule

Upon receipt of a signed agreement, FHU will begin working on this assignment. Upon notice to proceed, FHU will schedule a kick-off meeting which would be anticipated for the week of January 17, 2022. This meeting may occur by video or conference call. The proposed project schedule from this project is shown below:

MILESTONE	DATE
Agreement Approved	January 11, 2022
Kick-off Meeting	week of January 17, 2022
60% Design	February 2022
Final Design	March 2022
Bid Letting	TBD
Construction	TBD

EXHIBIT C - Letter Agreement Standard Provisions

EXHIBIT B - 2022 Standard Rates Sheet

EXHIBIT A - Detailed Fee Estimate

Attachments

Project Manager

Adam Denney, PE, PTOE

Mark Meisinger, PE, PTOE
Principal

FEELSBURG HOLT & ULLLEVIG

Sincerely,

We appreciate the opportunity to provide these services to the City of La Vista and look forward to assisting you. If the scope of services and fee are acceptable, please have the appropriate official sign in the space provided below. By signing this agreement, the client acknowledges the attached Letter of Agreement Standard Provisions (Exhibit C). Please return a signed copy of this contract proposal for our files. If you have any questions, please contact Mark Meisinger at 402.445.4405 or email at mark.meisinger@fuheng.com.

At these standard hourly rates, we have estimated that the above scope could be completed for a maximum budget of **\$15,675**. A detailed fee estimate (Exhibit A) and a copy of our 2022 standard rate sheet (Exhibit B) are attached. This amount would be established as a "not to exceed" limit beyond which no charges could be made without the City's prior written approval.

Principal	\$ 230.00/Hour	Engineer II	\$ 20.00/Hour	Associate	\$ 225.00/Hour	Engineer I	\$ 105.00/Hour	Engineer V	\$ 185.00/Hour	Designer	\$ 105.00/Hour	Engineer III	\$ 135.00/Hour	Admin	\$ 90.00/Hour
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We propose to conduct these services on a "time and materials" basis. Under such an agreement, we are compensated on an hourly basis for all labor and other direct costs, such as printing, are reimbursed at a rate of 1.1 times actual cost. The following are our standard hourly billing rates for the personnel expected to be involved in this project:

Project Fee Estimate

84th Street Signal Improvements
La Vista, NE

Detailed Fee Estimate



EXHIBIT A

12/28/2021

Work Hours By Task									
TASKS	PR	PM	Engr. V	Engr. III	Engr. II	Engr. I	Sr. Designer	Admin.	Total
Task 1 - Project Management									
a Project Management	2	4						2	6
b QA/QC									2
Task 2 - Meetings									
a Progress Meetings (2)	3	6							9
Task 3 - Traffic Engineering									
a Signal Modifications	2	2			4		6		12
b CFM and Controller Programming		4				2			8
b Signal Timings			4			2			6
Task 4 - Design Plans									
a 60% Plans	2			6		2	6		14
b Final		2		6			6		14
c QA/QC	2								2
d Cost Estimates					2				4
e Special Provisions	2	2					2		4
Task 5 - Bidding Phase & Contract Documents									
a Shop Drawing Reivew	2	2							4
b Contract Documents		6							6
TOTAL HOURS	13	28	4	12	6	6	20	2	91
Billing Rate	\$235.00	\$185.00	\$185.00	\$135.00	\$120.00	\$105.00	\$170.00	\$90.00	
TOTAL FEE	\$3,055	\$5,180	\$740	\$1,620	\$720	\$630	\$3,400	\$180	\$15,525

DIRECT PROJECT EXPENSES

ITEM	QUANTITY	UNIT PRICE	MARK UP
Mileage	50	Miles \$0.575	1.1 \$32
Printing (11x17)	130	Sheets \$0.12	1.1 \$17
Postage/Shipping/Misc.			\$101
TOTAL DIRECT PROJECT EXPENSES			\$150

MAXIMUM AMOUNT PAYABLE

\$15,675



2022 Rate Sheet

The following hourly billing rates apply to all “Time and Materials” contracts.

Staff Rates

Principal III	\$300
Principal II	\$260
Principal I	\$235
Associate.....	\$225
Advanced Mobility Director.....	\$250
Sr Adv. Mobility Engineer/Strategist.....	\$200
Adv. Mobility Lead Engineer/Strategist V.....	\$185
Adv. Mobility Engineer/Strategist IV.....	\$160
Adv. Mobility Engineer III.....	\$135
Adv. Mobility Analyst III.....	\$130
Adv. Mobility Engineer II.....	\$120
Adv. Mobility Analyst II.....	\$115
Adv. Mobility Engineer I.....	\$105
Adv. Mobility Analyst I.....	\$90
Sr. Engineer	\$200
Engineer V	\$185
Engineer IV	\$155
Engineer III.....	\$135
Engineer II	\$120
Engineer I	\$105
Sr. Env. Scientist/Transportation Planner.....	\$195
Env. Scientist/Transportation Planner V.....	\$175
Env. Scientist/Transportation Planner IV.....	\$155
Env. Scientist/Transportation Planner III.....	\$130
Env. Scientist/Transportation Planner II.....	\$115
Env. Scientist/Transportation Planner I.....	\$105
GIS Manager.....	\$170
GIS Specialist IV.....	\$155
GIS Specialist III.....	\$130
GIS Specialist II.....	\$115
GIS Specialist I	\$105
Lead ITS Specialist	\$200
CADD Manager/Lead Designer	\$195
Sr. Designer/Project Technician.....	\$170
Designer V/Project Technician V.....	\$155
Designer IV/Project Technician IV.....	\$140
Designer III/Project Technician III.....	\$115
Designer II/Project Technician II.....	\$100
Designer I/Project Technician I	\$90
Sr. Construction Technician	\$180
Construction Technician V.....	\$155
Construction Technician IV	\$130
Construction Technician III.....	\$115

Construction Technician II.....	\$100
Construction Technician I	\$85
Graphic Design Manager.....	\$155
Graphic Design Specialist V.....	\$145
Graphic Design Specialist IV.....	\$135
Graphic Design Specialist III	\$120
Graphic Design Specialist II	\$105
Graphic Design Specialist I	\$90
Intern I.....	\$60
Marketing Manager	\$150
Marketing Specialist.....	\$115
Systems Administrator	\$120
Sr. Administrative Assistant	\$120
Administrative.	\$90

Other Direct Costs

Plots

Bond.....	\$0.31/sq ft
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Prints

Black and White.....	\$0.12/print
Color	\$0.19/print

Presentation Boards

Bond Foam Core Mounted	\$1.51/sq ft
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Travel

Mileage.....	\$0.56/Mile (or current allowable Federal rate)
Truck (Construction)	\$45.00/day
Parking	Actual Costs
Lodging/Airfare	Actual Costs

Other Miscellaneous Costs

Courier/Postage	Actual Costs
Per Diem.....	Actual Costs
Subconsultants/Vendors	Actual Costs

Other direct costs are reimbursed at a rate of 1.1 times the rates above and/or actual costs.

Letter Agreement Standard Provisions

A. SERVICES BY THE CONSULTANT

The **CONSULTANT** agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. **CONSULTANT** agrees to keep the **CLIENT** informed on its progress through periodic reports, and to maintain accurate records relating to its services for this project.

The **CONSULTANT** agrees to provide, directly or by association with such other Consultants or Contractors as it may deem necessary to further the interest of the **CLIENT**, the basic services as described in the Scope of Work provided in the signed Letter Proposal or Letter Agreement.

B. RESPONSIBILITIES OF THE CLIENT

The **CLIENT** shall provide and make available to the **CONSULTANT**, for his use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the **CONSULTANT** shall remain the property of the **CLIENT** and will be returned upon completion of its services.

The **CLIENT** shall make provisions for the **CONSULTANT** to enter upon public and private properties as required for the **CONSULTANT** to perform its services hereunder.

C. EXTRA WORK

The **CLIENT** may desire to have the **CONSULTANT** perform work or render services other than those provided in Scope of Work. This will be Extra Work. Work shall not proceed until so authorized by the **CLIENT**. Payment for all work under this Agreement shall be on an hourly basis plus expenses in accordance with the attached rate schedule. Charges for outside services, expenses, and subconsultant work will be billed at 1.10 times the invoice amount.

D. TIME OF BEGINNING AND COMPLETION

Execution of the Letter Proposal is authorization by the **CLIENT** for the **CONSULTANT** to proceed with the work (Time of Beginning). The original Time of Completion is as noted in the Letter Agreement.

E. PAYMENT

Unless otherwise provided herein, **CONSULTANT** shall submit monthly invoices for Basic, Additional or Special Services and for Reimbursable Expenses each month for work that has been performed. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed.

~~Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month which is an annual interest rate of 12%. If any portion of, or an entire account remains unpaid 90 days after billing, the **CLIENT** shall pay all costs of collection, including reasonable attorney's fees.~~

F. DELAYS

If the **CONSULTANT** is delayed at any time in the progress of work by any act or neglect of the **CLIENT** or its agents, employees or contractors, or by changes in the work, or by

extended reviews by the **CLIENT**, fire, unavoidable casualties, or by any causes beyond the **CONSULTANT'S** control, the time schedule shall be extended for a reasonable length of time, and **CONSULTANT'S** compensation may be subject to renegotiation for increased expenses due to escalation of prices, extended services, rework, and/or other expenses incidental to such delays.

G. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work products developed by the **CONSULTANT** associated with this project are instruments of service for this project only and shall remain the property of the **CONSULTANT** whether the project is completed or not. The **CONSULTANT** shall furnish originals or copies of such work product to the **CLIENT** in accordance with the services required hereunder. Reuse of any of the work product of the **CONSULTANT** by the **CLIENT** on an extension of this project or on any other project without the written permission of the **CONSULTANT** shall be at the **CLIENT'S** risk and the **CLIENT** agrees to defend, indemnify, and hold harmless the **CONSULTANT** from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse by the **CLIENT** or by others acting through the **CLIENT**. Any reuse or adaptation of the **CONSULTANT'S** work product shall entitle the **CONSULTANT** to equitable compensation.

H. INSURANCE

During the course of the services, the **CONSULTANT** shall maintain Workmen's Compensation Insurance in accordance with the Workmen's Compensation laws of the State of Nebraska Professional Liability Insurance with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate; Automobile Liability with a combined single limit coverage of \$1,000,000; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate. Upon request, the **CONSULTANT** shall provide certificates of insurance to the **CLIENT** indicating compliance with this paragraph.

I. TERMINATION

Either the **CLIENT** or the **CONSULTANT** may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. The **CLIENT** shall within sixty (60) calendar days of termination pay the **CONSULTANT** for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

J. DISPUTES

Any claim, dispute, or other matter in question between the **CLIENT** and the **CONSULTANT**, arising out of or relating to either's obligations to the other under this Agreement, shall, if possible, be resolved by negotiation between the **CLIENT'S** representative and the **CONSULTANT** Principal-in-Charge for the Project. **CLIENT** and **CONSULTANT** each commit to seeking resolution of such matters in an amicable, professional, and expeditious manner. If a matter cannot be resolved by these parties, no later than thirty (30) calendar days after either party submits an issue in writing for resolution,

representatives from executive management of the **CLIENT** and **CONSULTANT** shall attempt to resolve the matter through additional good faith negotiations. ~~If resolution cannot be reached within an additional thirty (30) calendar days, the **CLIENT** and **CONSULTANT** agree that all such unresolved disputes shall be submitted to nonbinding mediation.~~

Pending final resolution of the dispute, the **CONSULTANT** shall proceed diligently with the performance of the Basic Services as described in Article A, as directed by the **CLIENT**, and the **CLIENT** shall continue to pay the undisputed payments due to the **CONSULTANT** for such services in accordance with the payment provisions of this Agreement.

K. GOVERNING LAW

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the law of the State of Nebraska.

L. SUCCESSORS AND ASSIGNS

The **CLIENT** and the **CONSULTANT** each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

M. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the **CONSULTANT** and any other consulting business, or contractor, or material supplier on the project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

N. NOTICES

All notices and instructions given by either party to the other shall be in writing, and shall be deemed to be properly served if delivered to the address of record shown below, or if deposited in the United States Mail properly stamped with the required postage and addressed to such party at the address in the Letter Proposal or Letter Agreement. The date of service of a notice sent by mail shall be deemed to be the day following the date on which said notice is so deposited. Either party hereto shall have the right to change its address by giving the other party written notice thereof.

O. ACCURACY OF SERVICES AND LIMITATION OF LIABILITY

The **CONSULTANT** shall use reasonable professional skill and judgment in providing the services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the **CONSULTANT**, an error or omission is discovered within a reasonable time, the **CONSULTANT** shall be responsible for correction of any work which must be removed or altered to meet the project requirements, provided the **CONSULTANT** is given a

reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself. The **CONSULTANT** will not be liable for the cost of procurement of work or services performed in correcting such errors and/or omissions where such work or services result in a value to the Project over and above that which the original work or services provided.

In providing opinions of probable construction cost, the **CLIENT** understands that the **CONSULTANT** has no control over costs or the price of labor, equipment, or materials, or the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made based on the **CONSULTANT'S** qualifications, and experience. The **CONSULTANT** makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

The **CONSULTANT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CLIENT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CONSULTANT'S** negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the **CONSULTANT** is legally liable.

The **CLIENT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CONSULTANT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CLIENT'S** negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the **CLIENT** is legally liable, and arising from the project that is the subject of this Agreement. **CLIENT'S** amount of indemnity or costs incurred in providing the indemnity shall be limited to the same amount as the **CONSULTANT'S** liability is listed below.

As negotiated as a part of this Agreement, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the **CONSULTANT** and the **CONSULTANT'S** officers, directors, partners, employees, agents and subconsultants, to the **CLIENT** and anyone claiming by, through or under the **CLIENT**, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the **CONSULTANT** or the **CONSULTANT'S** officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total amount of \$100,000.

Upon execution of the Letter Agreement or Letter Proposal, the **CLIENT** thereby agrees to the terms of these Special Provisions.