

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**DECEMBER 1, 2020 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT – ◆ 114 <sup>TH</sup> AND GILES INTERSECTION IMPROVEMENTS	RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing a Professional Services Agreement with Felsburg, Holt and Ullevig (FHU), for the study, design and construction documents for Intersection Improvements at 114<sup>th</sup> Street and Giles Road in an amount not to exceed \$11,900.00.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

FHU will be producing plans and specifications to modify the traffic signal at 114<sup>th</sup> Street and Giles Road as well as reconfigure the pavement striping as to provide for dual left turns for the northbound 114<sup>th</sup> Street to westbound Giles Road movement. Project will also upgrade the vehicle detection system to radar, as the existing camera detection system is in need of replacement.

Project is identified as M376(393) in the 1 and 6 Roadway Program and STRT-21-003 in the Capital Improvement Program.

**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 PROJECT MANAGEMENT AND ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$11,900.

WHEREAS, the Mayor and City Council have determined that project management and engineering services for Intersection Improvements at 144th Street and Giles Road are necessary; and

WHEREAS, the FY21/22 Biennial Budget provides funding for the proposed services;

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 project management and engineering services in an amount not to exceed \$11,900.

PASSED AND APPROVED THIS 1ST DAY OF DECEMBER 2020.

CITY OF LA VISTA

ATTEST:

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Douglas Kindig, Mayor

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Pamela A. Buethe, CMC  
City Clerk



November 6, 2020

RE: DESCRIPTION OF PROJECT AND SCOPE OF SERVICES AND FEE  
114<sup>th</sup> and Giles Road Intersection Improvements

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 the proposed 114<sup>th</sup> and Giles Road intersection improvements. The improvements will modify the south leg of the intersection to accommodate northbound dual left-turn lanes. This will require modifications to the traffic signal and signal timings. Vehicle detection will also be upgraded to Iteris Vector detectors. Detection will be used for the northbound and westbound approaches.

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

## **Scope of Services**

FELSBURG HOLT & ULLLEVIG 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 policy.

### Task 2 – Meetings

- a. *Progress Meetings* – Felsburg Holt & Ullevig, (FHU) will attend monthly progress/review meetings with City 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 dual northbound left-turn lanes on the south leg of the intersection of 114<sup>th</sup> Street with Giles Road. FHU will also consult with the City on the installation of flashing yellow arrow (FYA) signal heads for the westbound left-turn movement at the intersection. The controller will be evaluated to determine if FYA signals can be accommodated. The City will install a m60 controller to accommodate FYA operations. The vehicle detection will also be upgraded to the Iteris Vector detectors.
- b. *24-hour Count* – FHU will determine the feasibility of this signal going into nighttime flash mode. A 24-hour traffic count will be completed at this intersection.
- c. *Signal Timings* – FHU will develop new signal timings for the proposed signal phasing. Timings will be kept in coordination with the adjacent traffic signals along Giles Road.

### 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
  - Roadway Construction and Removal Sheets
  - Pavement Marking & Signing 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)
  - Roadway Construction and Removal Sheets
  - Pavement Marking & Signing Sheets
  - 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 check 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 will provide as-builts of existing roadway network and traffic signal.
- No survey is anticipated for this project. Plans will be drawn from an aerial.

**Task 5 – Bidding Phase & Contract Documents**

- a. *Shop Drawing Review* – FHU will review and approve shop drawings for the project.
- b. *Contract Document* – FHU shall 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 November 16, 2020. This meeting may occur by video or conference call. The proposed project schedule from this project is shown below:

MILESTONE	DATE
Agreement Approved	November 16, 2020
Kick-off Meeting	week of November 16, 2020
60% Design	December 2020
Final Design	January 2021
Bid Letting	TBD
Construction	TBD

**Project Fee Estimate**

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:

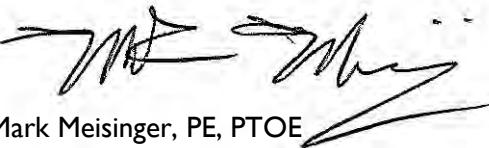
Principal	\$ 220.00/Hour	Engineer II	\$ 115.00/Hour
Associate	\$ 210.00/Hour	Engineer I	\$ 105.00/Hour
Engineer V	\$ 175.00/Hour	Sr. Designer	\$ 160.00/Hour
Engineer IV	\$ 155.00/Hour	Admin	\$ 90.00/Hour

At these standard hourly rates, we have estimated that the above scope could be completed for a maximum budget of **\$11,900**. A detailed fee estimate (Exhibit A) and a copy of our 2020 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. Should NTP be granted after December 31, 2020, the 2020 standard rates will remain valid.

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 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@fhueng.com.

Sincerely,

**FELSBURG HOLT & ULLEVIG**

  
Mark Meisinger, PE, PTOE  
Principal

  
Adam Denney, PE, PTOE  
Project Manager

Accepted By

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Title

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Date

Attachments

*EXHIBIT A - Detailed Fee Estimate*

*EXHIBIT B - 2020 Standard Rates Sheet*

*EXHIBIT C - Letter Agreement Standard Provisions*

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**114th and Giles Road Intersection Improvements  
La Vista, NE**

Detailed Fee Estimate



**EXHIBIT A**

11/6/2020

Work Hours By Task									
TASKS	PR	PM	Engr. IV	Engr. III	Engr. II	Engr. I	Sr. Designer	Admin.	Total
Task 1 - Project Management									
a    Project Management		4						2	6
b    QA/QC	2								2
Task 2 - Meetings									
a    Progress Meetings (2)	2	4							6
Task 3 - Traffic Engineering									
a    Signal Modifications		2	2		4		4		12
b    24-hr Count & Flash				2	2				4
c    Signal Timings		4			2				6
Task 4 - Design Plans									
a    60% Plans		2	2	2		4			10
b    Final		2				2			6
c    QA/QC	2								2
d    Cost Estimates					2				2
e    Special Provisions	2	2							4
Task 5 - Bidding Phase & Contract Documents									
a    Shop Drawing Reivew	2	2							4
b    Contract Documents		2							2
<b>TOTAL HOURS</b>	<b>10</b>	<b>24</b>	<b>4</b>	<b>4</b>	<b>8</b>	<b>4</b>	<b>10</b>	<b>2</b>	<b>66</b>
<b>Billing Rate</b>	<b>\$220.00</b>	<b>\$175.00</b>	<b>\$155.00</b>	<b>\$130.00</b>	<b>\$115.00</b>	<b>\$105.00</b>	<b>\$160.00</b>	<b>\$90.00</b>	
<b>TOTAL FEE</b>	<b>\$2,200</b>	<b>\$4,200</b>	<b>\$620</b>	<b>\$520</b>	<b>\$920</b>	<b>\$420</b>	<b>\$1,600</b>	<b>\$180</b>	<b>\$10,660</b>

**DIRECT PROJECT EXPENSES**

ITEM	QUANTITY	UNIT PRICE	MARK UP
Mileage	40	Miles      \$0.575	1.1      \$25
Printing (11x17)	100	Sheets      \$0.12	1.1      \$13
Postage/Shipping/Misc.			\$101
Traffic Count (1-24 hour)	1	Lump Sum      \$1,000.00	1.1      \$1,100
<b>TOTAL DIRECT PROJECT EXPENSES</b>			<b>\$1,240</b>

**MAXIMUM AMOUNT PAYABLE** **\$11,900**

## 2020 Rate Sheet

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

### Staff Rates

Principal III .....	\$270
Principal II .....	\$240
Principal I .....	\$220
Associate.....	\$210
Sr. Bridge Engineer .....	\$195
Bridge Engineer V .....	\$175
Bridge Engineer IV .....	\$155
Bridge Engineer III.....	\$130
Bridge Engineer II.....	\$115
Bridge Engineer I.....	\$110
Sr. Engineer .....	\$195
Engineer V .....	\$175
Engineer IV .....	\$155
Engineer III.....	\$130
Engineer II.....	\$115
Engineer I.....	\$105
Sr. Environmental Scientist/Planner.....	\$190
Environmental Scientist/Planner V .....	\$175
Environmental Scientist/Planner IV .....	\$155
Environmental Scientist/Planner III .....	\$130
Environmental Scientist/Planner II .....	\$115
Environmental Scientist/Planner I .....	\$105
GIS Manager.....	\$190
GIS Specialist V.....	\$170
GIS Specialist IV.....	\$155
GIS Specialist III .....	\$130
GIS Specialist II .....	\$115
GIS Specialist I .....	\$105
Sr. Transportation Planner .....	\$190
Transportation Planner V .....	\$170
Transportation Planner IV .....	\$155
Transportation Planner III .....	\$130
Transportation Planner II .....	\$115
Transportation Planner I .....	\$105
Lead ITS Specialist .....	\$200
CADD Manager .....	\$190
Sr. Bridge Designer.....	\$185
Lead Designer.....	\$180
Sr. Designer/Project Technician.....	\$160
Designer V/Project Technician V .....	\$145
Designer IV/Project Technician IV .....	\$135
Designer III/Project Technician III .....	\$115
Designer II/Project Technician II .....	\$100
Designer I/Project Technician I .....	\$90

Sr. Construction Technician.....	\$140
Construction Technician V .....	\$130
Construction Technician IV .....	\$115
Construction Technician III .....	\$100
Construction Technician II .....	\$90
Construction Technician I .....	\$75
Intern I .....	\$55
Graphic Design Manager .....	\$150
Graphic Design Specialist V .....	\$140
Graphic Design Specialist IV .....	\$135
Graphic Design Specialist III .....	\$120
Graphic Design Specialist II .....	\$105
Graphic Design Specialist I .....	\$90
Marketing Manager .....	\$150
Marketing Specialist .....	\$115
Systems Administrator .....	\$120
Sr. Administrative Assistant.....	\$115
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.....	\$0.575/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.