



MTAA

METROPOLITAN TOPEKA AIRPORT AUTHORITY

TOPEKA REGIONAL AIRPORT & BUSINESS CENTER | BILLARD AIRPORT

Board of Directors

MTAA Special Board Meeting Via Zoom

Friday, August 2, 2024 8:00 AM

1. Inquire if Notification was given to all Requesting Notification of MTAA Board Meetings.
2. Adopt Agenda.
3. Review Bids Received for the Taxiway Alpha/Delta Reconstruction Project and Consider Award of Bid.
4. Consider Approval of WSP USA, Inc. Agreement No. 30900280 – Task Order No. 17 – Taxiway Alpha/Delta Reconstruction Project.

Office of: President
To: Board of Directors

From: Eric M. Johnson 

Subject: **Review Bids Received for the Taxiway Alpha/Delta Reconstruction Project and Consider Award of Bid. (Board Action Required)**



Date: August 1, 2024

With the anticipated Airport Improvement Program (AIP) and Bipartisan Infrastructure Law (BIL) grants, the MTAA advertised for bid the reconstruction of the South end of Taxiway Alpha/Delta. Taxiway Delta will be removed and Taxiway Alpha will be reconfigured to meet FAA design standards.

Two bids were received for the taxiway project and opened on April 23, 2024. WSP reviewed the bids received and provided the following information on the attached Bid Tabulation. The bids have been checked for mathematical errors. The bid of Clarkson Construction Company was determined to be the low bidder at the bid amount of \$8,435,271.10.

The cost of the project will be shared between the FAA/MTAA and KANG (NGB) as shown below.

FAA – AIP & BIL – (57.83%)	\$4,877,720.76
MTAA – (6.42%)	\$541,935.02
KANG (NGB) – (35.75%)	<u>\$3,015,615.32</u>
Total Bid	\$8,435,271.10

I recommend the Board accept the bid offered by Clarkson Construction Company in the amount of Eight Million Four Hundred Thirty-Five Thousand Two Hundred Seventy-One Dollars and Ten Cents (\$8,435,271.10).

If you have any questions, please do not hesitate to contact me.

RECORD OF BID OPENING

FOE Reconstruction of Lower Taxiway Alpha-Delta



WSP Project No: 30900280J
AIP 3-20-0113-047

Bid Opening


Date: April 23, 2024 300 Wyandotte, Suite 200
Time: 2:00 PM Kansas City, MO 64105

WSP USA Inc.

	Clarkson Construction Co.		Bettis Asphalt and Construction, Inc.		WSP Engineer Estimate	
	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
	BASE BID	\$8,435,271.10	BASE BID	\$9,310,323.20	BASE BID	\$5,225,125.00
	TOTAL	\$8,435,271.10	TOTAL	\$9,310,323.20	TOTAL	\$5,225,125.00

BID BOND	X	X	
BID BOND AMOUNT	5%	5%	
DBE UTILIZATION	X	X	
DBE UTILIZATION AMOUNT	X	X	
DBE UTILIZATION PERCENTAGE	X	X	
GOOD FAITH EFFORT	N/A	N/A	
LETTER OF INTENT	X	X	
QUALIFICATIONS	X	X	
BUY AMERICAN	X	X	
ADDENDA 1 ACKNOWLEDGED	X	X	
ADDENDA 2 ACKNOWLEDGED	X	X	
ADDENDA 3 ACKNOWLEDGED	X	X	
LIST OF SUPPLIERS	X	X	
LIST OF SUBCONTRACTORS	X	X	

Office of: President
To: Board of Directors

From: Eric M. Johnson 



Subject: **Consider Approval of WSP USA, Inc., Agreement No. 30900280 - Task Order No. 17 – Taxiway Alpha/Delta Reconstruction Project for Construction Administrative Services. (Board Action Required)** Date: August 1, 2024

With the Board's approval of the bid for the MTAA Taxiway Alpha/Delta Reconstruction project, the next phase of the process is the construction administration agreement with WSP, USA, Inc.

WSP recently submitted the contract documents which includes the scope of work and the construction administration services fee. This document identifies a construction administration service cost of \$598,050.00.

The cost of the project will be shared between the FAA/MTAA and KANG (NGB) as shown below.

FAA – AIP & BIL - (60.0%)	\$358,830.00
MTAA - (6.67%)	\$ 39,889.93
KANG (NGB) - (33.33%)	<u>\$199,330.07</u>
TOTAL Task Order #17	\$598,050.00

I request the Board approve WSP USA, Inc., Task Order No. 17 – Construction Administration Services, in the total amount of Five Hundred Ninety-eight Thousand Fifty Dollars and Zero Cents (\$598,050.00).

Please contact me if you have any questions.

PROFESSIONAL SERVICES AGREEMENT

WSP Agreement No. - 30900280

Task Order No. 17 (30900280J2)

This Task Order No. 17 is made and entered into this ____ day of _____, 20 24, by and between the Metropolitan Topeka Airport Authority, with offices at 6510 SE Forbes Avenue, Suite 1, Topeka, Kansas 66619, (hereinafter called the "OWNER"), and **WSP USA Inc.**, a New York corporation, with offices at 300 Wyandotte, Suite 200, Kansas City, Missouri 64105 (hereinafter called "WSP").

WITNESSETH

WHEREAS, the parties entered into a Professional Services Agreement on 21st of July 2020 (hereinafter called the "Agreement");

WHEREAS, Owner has determined the need for WSP to perform certain Services;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties do mutually agree as follows:

1. **Scope of Services**

WSP shall perform the Services and provide the deliverables as set forth in Appendix A. WSP hours and fee are set forth in Appendix B

Our subconsultant TSi shall perform the Services and provide the deliverables as set forth in Appendix C.

2. **Compensation**

For Cost Reimbursable Task Orders: The OWNER shall compensate WSP for the performance of SERVICES stated above, based on actual hours spent by WSP and the hourly rates provided in Appendix C for an estimated amount of \$ 598,050.00, on the basis of a Cost Plus Maximum with a Fixed Fee of \$ 64,042.00.

3. Both parties agree that this Task Order No. 17 shall be made part of the Agreement between Owner and WSP, and except as amended herein, all terms, covenants and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Task Order No. 17 has been executed by Owner and WSP, effective from the day and year first written above.

METROPOLITAN TOPEKA AIRPORT AUTHORITY WSP USA Inc.

Signature
Eric M. Johnson
President and Director of Airports

Typed Name/Title

Signature
Scott Cogan, PE
Vice President

Typed Name/Title

Date of Signature

Date of Signature

Appendix A

1.1. Project Task Descriptions:

B. Construction Administration Services:

The CONSULTANT shall perform construction administration services of the project. The CONSULTANT'S work effort under this contract shall specifically include the following tasks:

Consultant shall provide construction engineering services with Advisory Circular 150/5370-10H, Standards for Specifying Construction of Airports and the FAA AIP Sponsors Guide. Construction services shall include construction administration, construction observation and construction testing services.

1. Attend and conduct a pre-construction conference for the MTAA FOE Taxiway Alpha & Delta Reconstruction project. Minutes of the conference will be prepared by the CONSULTANT and distributed to attendees and relevant parties.
2. Assist MTAA with coordinating contractor(s) schedule, access to the site, employee parking, and contractor staging area.
3. Provide full-time construction observation services, including preparation of weekly and monthly progress reports during construction, DBE reports, measurement of quantities of work completed and/or installed, and review wage reports to document the prosecution and progress of the Project. Should additional site visits be required by MTAA which are in excess of those identified in Appendix B, resulting in the need for additional services, a modification to this Task Order contract may be negotiated for these additional costs and potentially for additional schedule (period of services). The project has a 120-calendar day construction period. Assumed WSP site visits and presence on the project site include:
 - a. Full time on-site inspection by two RPR
 - b. Weekly and periodic visits by PM/DPM/Senior Engineers during construction period
 - i. To record progress and observe construction activities.
 1. Asphalt paving
 2. Lime treated subgrade
 3. Cement treated permeable base
 4. Concrete set up and concrete pours
 5. Electrical installations

Additional assumptions and definitions:

4. Track quantities and prepare payment recommendation, review contractor pay requests, and submit to MTAA. Prepare and negotiate Change Orders if needed. This scope and fee include three (3) change orders.
5. Conduct bi-weekly construction progress meetings to review progress with contractors and MTAA.
6. Review shop drawing submittals and request for information by contractor for field change conditions and verifications:
 - a. Number of shop drawing reviews included in this agreement – 25
 - b. Number of requests for information included in this agreement – 5
 - c. CONSULTANT's review of shop drawings is only for the limited purpose of checking for general conformance with the design concept. The review is not for the purpose of determining accuracy and completeness of details or verifying

dimensions and quantities. The approval of shop drawings does not indicate CONSULTANT's approval of contractor means and methods, technique, sequence or safety precautions and procedures.

7. Perform punch list and final inspection with MTAA and the Contractor. It is assumed that one final inspection will be made for the SRE Building project. If additional inspections need to be made after the Contractor addresses any potential punch list items a supplement to this agreement may be negotiated.
8. Prepare Record Drawings.
 - a. CONSULTANT shall submit one (1) full size, one (1) half size and electronic file of the Record Drawings.
9. Prepare a final construction report and closeout documents.
 - a. CONSULTANT shall complete this task within 60 calendar days of Construction Contractor's final project acceptance.

Subconsultants:

TSi will be utilized for construction material testing on this project. Their proposal for their services is provided. Their testing requirements are based on the specifications testing limits within the contract documents.

Appendix B

DERIVATION OF CONSULTANT PROJECT COSTS

TOPEKA REGIONAL AIRPORT
 TOPEKA, KANSAS
 AIP Project No. 3-20-0113-047/049/050
 SRE Construction Administration Services
 FEE PROPOSAL
 July 9, 2024

1 DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	24	\$112.47	\$2,699.28
PM	550	\$62.45	\$34,347.50
Deputy PM	480	\$72.36	\$34,732.80
Senior Engineer	524	\$76.52	\$40,096.48
Inspector	958	\$30.00	\$28,740.00
Inspector	874	\$40.00	\$34,960.00
Project Admin	22	\$40.87	\$899.14
	3,432		
		Total Direct Salary Costs	\$176,475.20

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs	141.93	\$250,471.25
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3 SUBTOTAL:

Items 1 and 2	\$426,946.45
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4 PROFIT:

15%	\$64,042.00
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Subtotal	\$490,988.45
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5 OUT-OF-POCKET EXPENSES:

a. Rental Vehicles	\$ 14,400.00
b. Other Direct Costs	\$ 5,000.00

Total Out-of-Pocket Expenses	\$19,400.00
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6 SUBCONTRACT COSTS:

a. TSi Geotechnical (Material Testing)	\$ 87,659.00
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Total Subcontract Costs	\$87,659.00
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7 TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6	\$598,047.45
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USE **\$598,050.00 CONTRACT MAX**

TOPEKA REGIONAL AIRPORT
TOPEKA, KANSAS
AIP Project No. 3-20-0113-047/049/050
SRE Construction Administration Services
Hour Derivation
July 9, 2024

Classification:	Kuchinski	Stalibaumer	Mueller	Uhl	Ambedkar	Welsh	Viteri	Total Hours	Labor Cost	Notes
Gross Hourly Rate:	Principal	PM	Deputy PM	Senior Engineer	Inspector	Inspector	Project Admin			
	\$312.91	\$173.75	\$201.32	\$212.89	\$83.47	\$111.29	\$113.71			
A. CONSTRUCTION SERVICES										
1. Project Administration										
1.1 Coordination with Owner	8	34				0		42	\$ 8,410.74	
1.2 Project / Contractor Management		8	32			0		40	\$ 7,832.21	
1.3 Bi-Weekly Meetings with Client		34	34			0		68	\$ 12,752.30	
1.4 Monthly Progress Reports to Client		8				0		8	\$ 1,389.98	
1.5 Project Financial Management		16	16			0	8	40	\$ 6,910.75	
1.6 Invoicing		16				0	8	24	\$ 3,689.64	
Total Hours	222	8	116	82	0	0	16	222	\$ 40,985.63	
Total Labor Cost	\$40,985.63	\$2,503.31	\$20,154.78	\$16,508.21	\$0.00	\$0.00	\$1,819.33			
2. Pre-Construction Services										
2.1 Pre-Con Mtg		6	0	6	8	8		28	\$ 3,877.88	
2.2 Document Control			32			0		32	\$ 6,442.23	
2.3 Shop Drawings		2	24	24		0		50	\$ 10,288.61	
2.4 COP		2		16	16	16		50	\$ 6,869.85	
Total Hours	160	0	10	56	24	24	0	160	\$ 27,478.57	
Total Labor Cost	\$27,478.57	\$0.00	\$1,737.48	\$11,273.90	\$9,793.10	\$2,003.18	\$2,670.91	\$0.00		
3. Construction Observation										
3.1 RPR Full Time		204	272	340	850	850		2516	\$ 328,127.96	
3.2 PIC/PM contract admin/observation	16	102				0		118	\$ 22,728.92	
3.3 PT RPR Assistance		34			0	0		34	\$ 5,907.43	
3.4 Pay Applications / Recommend's		8	24	0		0		32	\$ 6,221.66	
3.5 Change Orders, etc.		12	8	8		0		28	\$ 5,398.68	
3.6 Progress Meetings		8	8	8		0		24	\$ 4,703.69	
3.7 QA Testing Oversight / Documentat		8	8	32		0		48	\$ 9,813.14	
3.8 Contractor Submittals		8	8	40		0		56	\$ 11,516.28	
3.9 Contractor RFI's		16	8	16		0		40	\$ 7,796.82	
Total Hours	2,896	16	400	336	850	850	0	2896	\$ 402,214.59	
Total Labor Cost	\$402,214.59	\$5,006.62	\$69,499.23	\$67,643.40	\$94,524.74	\$70,945.97	\$94,594.63	\$0.00		

TOPEKA REGIONAL AIRPORT
TOPEKA, KANSAS
AIP Project No. 3-20-0113-047/049/050
SRE Construction Administration Services
Hour Derivation
July 9, 2024

Classification:	Kuchinski	Stallbaumer	Mueller	Uhl	Ambedkar	Welsh	Viteri	Total Hours	Labor Cost	Notes
Gross Hourly Rate:	Principal	PM	Deputy PM	Senior Engineer	Inspector	Inspector	Project Admin			
	\$312.91	\$173.75	\$201.32	\$212.89	\$83.47	\$111.29	\$113.71			
4. Construction Closeout										
4.1 Punchlist and Pre-Final Walk Thru		6	6	6	6	0		24	\$ 4,028.56	
4.2 Final Walk Through		6		6	6	0		18	\$ 2,820.64	
4.3 Record Drawings		4		6	8	0		18	\$ 2,640.08	
4.4 Final Construction Report / Delivery		8		16	64	0	6	94	\$ 10,820.35	
Total Hours	154	0	24	6	34	84	0	6	154	\$ 20,309.63
Total Labor Cost	\$20,309.63	\$0.00	\$4,169.95	\$1,207.92	\$7,238.38	\$7,011.13	\$0.00	\$682.25		
									PART A TOTAL LABOR COST	\$490,988.42
B. SPECIAL SERVICES										
Special Services	0	0	0	0	0	0	0	0		
Total Labor Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
									PART B TOTAL LABOR COST	\$ -
									GRAND TOTAL LABOR COST	\$490,988.42



8248 NW 101st Terr #5
Kansas City, MO 64153
816.599.7965 (tel)
816.599.7967 (fax)
www.tsigeotech.com

July 9, 2024

Mr. Sam Stallbaumer, P.E.
WSP
300 Wyandotte, Suite 200
Kansas City, MO 64105

TSi Geotechnical, Inc. (TSi), a certified WBE/MBE/DBE firm, is pleased to submit this unit rate schedule for construction materials testing services to WSP for the Topeka Regional Airport Reconstruct Lower Taxiways Alpha Thru Delta CMT project in Topeka, Kansas. TSi will utilize two field technicians during concrete and bituminous asphalt paving operations. Materials testing activities will include field density testing of controlled fill, utility trench backfill, aggregate base course and lime treated subgrade, lime treated and cement treated permeable base thickness verification, bituminous asphalt sample collection and laboratory testing on a subplot basis, bituminous asphalt core thickness verification, concrete field testing of slump, temperature and air content, concrete core thickness verification, cement treated base course field testing, concrete and cement treated base compressive strength sample casting as well as associated laboratory testing. Please feel free to call us if you have any questions or if you wish to discuss it in greater detail.

Sincerely,
TSI GEOTECHNICAL, INC.

Shannon Stafford
Area Manager

Morris E. Hervey, Jr.
Principal

Attachments: Terms and Conditions
Unit Fee Schedule

Accepted by:
WSP

Printed Name

Date

Signature

Title

PROFESSIONAL SERVICE SINCE 1989

Topeka Regional Airport Reconstruct Taxiways A-D
Topeka, Kansas
Construction Materials Testing
Unit Fee Schedule



Valid for work completed prior to December 31, 2025

	Unit Cost		Qty	Estimated Amount
<u>Personnel/Labor</u>				
Senior Engineer	\$ 150.00	hour	10	\$ 1,500.00
Project Manager	\$ 135.00	hour	55	\$ 7,425.00
Senior Technician	\$ 75.00	hour	545	\$ 40,875.00
Senior Technician - Overtime (see Notes 2 &3)	\$ 112.50	hour	10	\$ 1,125.00
Administrative	\$ 50.00	hour	4	\$ 200.00
Nuclear Density Gauge Usage	\$ 40.00	day	40	\$ 1,600.00
Vehicle Charge	\$ 60.00	day	70	\$ 4,200.00
Core Machine + Generator Charge	\$ 180.00	day	6	\$ 1,080.00
			subtotal	\$ 58,005.00
<u>Laboratory Testing</u>				
Modified Proctor Compaction (A/B)	\$ 255.00	each	6	\$ 1,530.00
Modified Proctor Compaction ©	\$ 275.00	each	2	\$ 550.00
Compressive Strength of Concrete Cylinders	\$ 20.00	each	40	\$ 800.00
Cylinder Molds	\$ 1.60	mold	40	\$ 64.00
Capping of Cylinders	\$ 10.00	each	20	\$ 200.00
Concrete Flexural Strength - Beams	\$ 50.00	each	40	\$ 2,000.00
Concrete Core Thickness Measurements	\$ 35.00	each	20	\$ 700.00
Bituminous Asphalt Laboratory Testing	\$ 950.00	each	23	\$ 21,850.00
Asphalt Core Thickness/Mat & Joint Density	\$ 60.00	each	46	\$ 2,760.00
Aggregate Gradation Sieve Analysis	\$ 110.00	each	2	\$ 220.00
Atterberg Limits	\$ 85.00	each	6	\$ 510.00
			subtotal	\$ 29,654.00
			Total Fee Estimate	\$ 87,659.00

General Notes

1. Field testing of fill density and moisture; concrete slump, air content, and temperature; and asphalt pavement density is included in the hourly rate for the field technician.
2. A 3 hour minimum will apply to all field technician services.
3. Overtime at a rate of 1.5 times the normal hourly rate will be charged for field personnel who work more than 8 hours per day or on weekends and holidays.
4. We can provide fees for services and testing not listed above upon request.



TERMS AND CONDITIONS

To assure an understanding of matters related to our mutual responsibilities, these terms and conditions for professional engineering services are made a part of the agreement for the TSi Geotechnical, Inc. (Engineer) services, as described in a separate proposal to the Client:

AMENDMENTS

This agreement may be amended in writing providing both the Client and Engineer agree to such modifications.

COMPENSATION FOR ENGINEERING SERVICES

The basis for compensation will be as identified in the proposal.

- When "Lump Sum" payment is utilized, it shall include all labor and expenses (for the scope of work as defined in the proposal) incurred by the Engineer and shall not exceed the fixed payment amount without prior authorization of the Client.
- When "Time and Materials" is utilized, it shall be computed by a multiplier factor times salary cost plus reimbursable expenses.
 - The "Salary Costs" means the direct labor and wages paid to all engineering personnel engaged directly on the work plus the cost of customary and statutory benefits including social security contributions, unemployment, health, sick leave, vacation, Workmen's Compensation, incentive and holiday pay applicable thereto.
 - "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams, reproduction or printing, computer time and outside consultants.
 - The "Multiplier" is a factor for general direct overhead, indirect costs, profit and other costs.

TIME OF PAYMENT

The Engineer may submit monthly invoices for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for engineering services will be due and payable thirty (30) calendar days from the date of the Engineer's invoice.

LATE PAYMENT

If the Owner fails to make any payment due the Engineer for services and expenses within sixty (60) days, a service charge of 1.5 % per month will be added to the Client's invoice. This is an annual rate of 18 %.

WAIVER OF SUBROGATION

To the extent damages are covered by property insurance during construction, Client and Engineer waive all rights against each other and against the Owner, Client, Engineer, contractors, consultants, subconsultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. Engineer, Client, or Owner, as appropriate, shall require of the Contractor, other consultants, subcontractors, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit Engineer's liability to Client on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including, but not limited to,



TERMS AND CONDITIONS

LIMITATION OF LIABILITY, Continued

claims of negligence, breach of contract, negligent errors or omissions, negligent misrepresentation or any other tort or contract theory, arising out of the work performed for Client or the Owner and for which legal liability may be found to rest upon Engineer, so that the total aggregate liability of the Engineer to Client shall not exceed \$50,000.00, or Engineer's total fee for services on the Project, whichever is greater. Additional limits of liability may be negotiated and made a part of this Agreement for an additional fee. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by law, neither the Client nor the Engineer, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, delay damages, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranties. Both Client and Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the project.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the Engineer's gross negligence or willful misconduct. The parties also agree that Client will not seek damages in excess of the contractually agreed-upon limitations set forth above, either directly or indirectly through suits against other parties who may join the Engineer as a third-party defendant, and that this limitation of liability provision shall not be read to conflict with the indemnity or insurance provisions of this Agreement.

TERMINATION

Either party may terminate this agreement upon written notice. Any termination shall only be for good cause such as for legal, unavailability of adequate financing or major changes in the work. In the event of any termination, the Engineer will be paid for all services and expenses rendered to the date of termination on a basis of salary cost times a multiplier of 2.55 (if not previously provided for) plus reimbursable expenses, plus reasonable termination costs.

REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of these services with respect to the work. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaptation by Engineer will be at Client's sole risk, and without liability of Engineer, and Client shall indemnify and hold harmless engineer from all claims, damages, losses and expenses including attorneys fees arising out of or resulting there from. Any such verification or adaptation will entitle engineer to further compensation at rates to be agreed upon by Client and Engineer.

ESTIMATES OF COST FOR CONSTRUCTION PROJECTS

Since the Engineer has no control over the cost of labor, materials or equipment or over a Contractor(s) method of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost or Construction Costs that may be provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him.