

orig.

**CITY OF LeROY
COUNTY OF McLEAN
STATE OF ILLINOIS**

ORDINANCE NO. 443

ORDINANCE APPROVING ENGINEERING CONTRACTS

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LEROY THIS 1st DAY OF June, 1992.

PRESENTED: June 1, 1992
PASSED: June 1, 1992
APPROVED: June 1, 1992
RECORDED: June 1, 1992
PUBLISHED: June 1, 1992

In Pamphlet Form

Voting "Aye" 5
Voting "Nay" 0

The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

(SEAL)

Juanita Ashley
City Clerk of the City of LeRoy,
McLean County, Illinois

Dated: June 1, 1992.

ORDINANCE APPROVING ENGINEERING CONTRACTS

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, find it is necessary for the City to obtain engineering services in order to undertake certain public works and other works and civil project repairs, and

WHEREAS, in so doing it will be necessary to expend substantial funds of the City,

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of LeRoy, McLean County, Illinois, in lawful meeting assembled, as follows:

SECTION 1. The contracts attached hereto, identified as Exhibit "A," and incorporated herein by reference, ^{are} ~~is~~ hereby approved.

SECTION 2. The Mayor and City Clerk of the City of LeRoy are hereby directed to execute said contracts, in the original and as many copies as may reasonably be required, retaining a signed copy of the contracts for the City, said officers to ratify and approve its adoption, effective May 18, 1992, or such later date as may be affixed thereto, said ratification of the actions of the Mayor, City Clerk, City Council, and City Engineer, being deemed approved by the City Council effective May 18, 1992, by passage of this ordinance and by the Mayor and City Clerk executing the aforesaid contract, the same being deemed effective retroactively to May 18, 1992.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and approval.

PASSED by the City Council of the City of LeRoy, Illinois, upon the motion by Randy Zimmerman, seconded by David Spratt, by roll call vote on the 1st day of June, **1992**, as follows:

Aldermen **elected** 6 Aldermen **present** 5

VOTING AYE:

William Swindle, Randy Zimmerman, Robert D. Johnson, David Spratt,
(names) David Spratt

VOTING NAY:

none
(names)

ABSENT, ABSTAIN, OTHER:

Jerry Davis
(names)

and deposited and filed in the office of the City Clerk in said municipality on the
1st day of June, **1992**.

Juanita Dagley
Juanita Dagley, City Clerk of the City of LeRoy,
LeRoy, McLean County, Illinois

APPROVED BY the Mayor of the City of LeRoy, Illinois, this 1st day of
June, **1992**.

Jerry Davis
Jerry Davis, Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST: (SEAL)

Gary W. Burt

Juanita Dagley
Juanita Dagley, City Clerk, City of LeRoy,
LeRoy, McLean County, Illinois

CERTIFICATE

I, **Juanita Dagley**, certify that I am the duly elected and acting municipal clerk of the **City of LeRoy**, of **McLean** County, Illinois.

I further certify that on June 1, **1992**, the Corporate Authorities of such municipality passed and approved Ordinance No. 443, entitled:

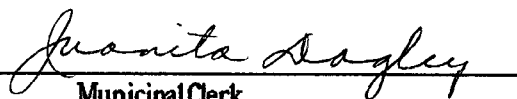
ORDINANCE APPROVING ENGINEERING CONTRACTS,

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 443, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on June 1, **1992**, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 1st day of June, **1992**.

(SEAL)


Municipal Clerk

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

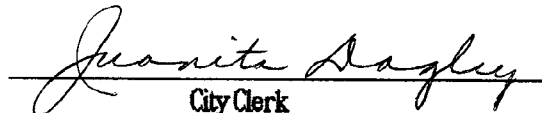
I, **Juanita Dagley**, do hereby certify that I am the duly qualified and acting City Clerk of the **City of LeRoy, McLean** County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

ORDINANCE APPROVING ENGINEERING CONTRACTS.

Said ordinance was adopted by the Mayor and City Council of the City of LeRoy at a regular meeting on the 1st day of June , **1992**, and a faithful record of said ordinance has been made in the record books.

Dated this 1st day of June , **1992**.


City Clerk

(SEAL)

city

PROJECT AGREEMENT

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
505 N. Main Street
Bloomington, Illinois
Ph. (309) 829-2552

PROJECT NO.	4023.08
DATE	11/18/91
SECURED BY	Perry L. Lewis

CLIENT INFORMATION

CLIENT NAME	City of LeRoy	PHONE	
ADDRESS	111 E. Center St., LeRoy, IL 61752		
AGENT FOR CLIENT	Jerry Davis - Mayor	PHONE	
ADDRESS			

PROJECT DATA

PROJECT TITLE	Allen Street Sewer Replacement
SCOPE OF WORK	Basic Services - Field Survey, Plans and Specifications, Permits, Assistance in Bidding, Pay Estimates, Final Project Papers and General Construction observation.
	Resident Inspection - A full time resident inspector will be present during construction.
	Location - Allen Street from Oak Street to Washington Street
ANTICIPATED COMPLETION DATE	

INVOICING INFORMATION

Fee Basis
<input type="checkbox"/> Hourly Rates and Expenses - Effective Date: _____ \$ _____ <input type="checkbox"/> not to exceed limit <input type="checkbox"/> estimate
<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> including expenses <input type="checkbox"/> Plus expenses
<input type="checkbox"/> Payroll Cost Multiplier: _____
<input checked="" type="checkbox"/> Other: <u>Basic Services - 10% of Construction Cost.</u> <u>Resident Inspection - \$28/hour</u>
Invoices to be submitted: <input type="checkbox"/> Monthly <input type="checkbox"/> Upon Completion <input checked="" type="checkbox"/> Other _____
SPECIAL INSTRUCTIONS/INFORMATION
90% of Basic Fee due upon completion of Design.
Final Payment upon completion of project.

Conditions: The Standard Provisions set forth upon the reverse side hereof are hereby incorporated into and made a part of this Agreement.

Services will be scheduled upon receipt of the signed "Engineer Copy" of this Agreement. Please retain "Client Copy" of this Agreement for your records. By signing below, each of the parties confirm that they have read and understand the terms and conditions of this Agreement as set forth herein, front and back, and by signing hereby acknowledge and agree to all such terms and conditions.

AUTHORIZATION

ENGINEER	Lewis, Yockey & Brown, Inc.	CLIENT	City of LeRoy
BY:	PERRY L. LEWIS	DATE	5/18/92
(Signature)		(Signature)	
		DATE	5/18/92

TERMS AND CONDITIONS

To assure an understanding of matters related to our mutual responsibilities, these terms and conditions for professional engineering and surveying are made a part of this agreement for our services:

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 agreement.

For the purpose of this "Agreement" the word "Expenses" or "Reimbursable Expenses" shall mean all direct or indirect costs incurred in connection with the Engineer's performance of the work as may be posted on the Engineer's schedule of Hourly Rates for Employee classifications and Expenses Rates, including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams reproductions or printing, survey supplies, drafting supplies, computer time, environmental equipment, and the services of outside consultants, plus a maximum markup of 15% of the outside consultant's fees.

When "Hourly Rates and Expenses" is utilized, the schedule of Hourly Rates for Employee classifications and Expense Rates of the Engineer shall be the basis for the Fee for services. If an "estimate" is indicated, the fee will be payed upon the time and materials expended, and unusual problems of difficulties may necessitate the fee to exceed the "estimate."

When "Lump Sum" payment is utilized it shall include all labor and may not include expenses (for the scope of work as defined in the agreement) incurred by the Engineer and shall not exceed the fixed payment amount without prior authorization of the client.

When "Payroll Costs" payment is utilized it shall be computed by a multiplier factor times payroll cost plus expenses.

The "Payroll Costs" means the salaries 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, workmans compensation, incentive and holiday pay applicable thereto.

The "Multiplier" is a factor for general direct overhead, indirect costs, profit and other costs. The Multiplier factor rate shall be identified in the agreement.

TIME OF PAYMENT

The Engineer may submit monthly statements 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 payable thirty (30) calendar days from the issuance of the Engineer's statement.

LATE PAYMENT

If the client fails to make any payment due the Engineer for services and expenses within the time period specified, a service charge of 1½ % per month will be added to the Client's account. This is an annual rate of 18%.

LIMITATION OF LIABILITY

The client agrees to limit the Engineer's liability to the client and to all construction contractors and subcontractors where applicable, on this work, for damages to them, due to the Engineer's negligent acts, errors or omissions, such that the total aggregate liability of the Engineer to all named shall not exceed \$50,000 or the Engineer's total fee for services rendered on this work, whichever is greater.

AUTHORITY AND RESPONSIBILITY

The Engineer shall not guarantee the quality or quantity of the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids, and shall have no duties or responsibilities imposed by the Structural Work Act.

TERMINATION

This agreement may be terminated by either party upon notice. Any termination shall only be for good causes such as for legal considerations, unavailability of adequate financing on either the Client or Engineers part, 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 payroll cost times a multiplier of 2.5 (if not previously provided for) plus reimbursable expenses, plus reasonable termination costs.

REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of his services in 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 adaption by the Engineer will be at the Client's sole risk, and without liability of the Engineer, and The Client shall indemnify and hold harmless the Engineer from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting therefrom. Any such verification or adaption will entitle the Engineer to further compensation at rates to be agreed upon by the Client and Engineer.

ESTIMATES OF COST

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 Cost that may be provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him. If the client wishes greater assurance as to the Construction Cost, he shall employ an independant cost estimator.

CITY

PROJECT AGREEMENT

Lewis, Yockey & Brown, Inc.
 Consulting Engineers & Land Surveyors
 505 N. Main Street
 Bloomington, Illinois
 Ph. (309) 829-2552

PROJECT NO.	4023.11
DATE	3/3/92
SECURED BY	Perry L. Lewis

CLIENT INFORMATION

CLIENT NAME	City of LeRoy	PHONE	
ADDRESS	111 E. Center St., LeRoy, IL 61752		
AGENT FOR CLIENT	Jerry Davis - Mayor	PHONE	
ADDRESS			

PROJECT DATA

PROJECT TITLE	Golden Eagle Subdivision Sanitary Sewer Phase I
SCOPE OF WORK	Basic Services - Field Survey, Plans and Specifications, Permits, Easements, Assistance in bidding, Pay Estimates, Final Project Papers and General Construction Observation.
	Resident Inspection - Full Time Resident Inspector present during construction.
	Project - Lift Station and Forcemain on Salt Creek Road. Sanitary Sewer for entire length of Mockinbird Lane.
ANTICIPATED COMPLETION DATE	

INVOICING INFORMATION

Fee Basis
<input type="checkbox"/> Hourly Rates and Expenses - Effective Date: _____ \$ _____ <input type="checkbox"/> not to exceed limit <input type="checkbox"/> estimate <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> including expenses <input type="checkbox"/> Plus expenses <input type="checkbox"/> Payroll Cost Multiplier: _____ <input checked="" type="checkbox"/> Other: <u>Basic Services - 11% of Construction Cost</u> <u>Resident Inspection - \$28/Hour</u> Invoices to be submitted: <input type="checkbox"/> Monthly <input type="checkbox"/> Upon Completion <input type="checkbox"/> Other _____
SPECIAL INSTRUCTIONS/INFORMATION
40% of Basic Fee due upon completion of field survey, 90% due upon completion of design. Final upon completion of project. Resident inspection to be billed monthly.

Conditions: The Standard Provisions set forth upon the reverse side hereof are hereby incorporated into and made a part of this Agreement.

Services will be scheduled upon receipt of the signed "Engineer Copy" of this Agreement. Please retain "Client Copy" of this Agreement for your records. By signing below, each of the parties confirm that they have read and understand the terms and conditions of this Agreement as set forth herein, front and back, and by signing hereby acknowledge and agree to all such terms and conditions.

AUTHORIZATION

ENGINEER	Lewis, Yockey & Brown, Inc.	CLIENT	City of LeRoy
BY:	PERRY L. LEWIS	DATE	5/18/92
(Signature)	<i>Perry L. Lewis</i>	BY:	<i>[Signature]</i>
		DATE	5/18/92
		(Signature)	<i>[Signature]</i>

TERMS AND CONDITIONS

To assure an understanding of matters related to our mutual responsibilities, these terms and conditions for professional engineering and surveying are made a part of this agreement for our services:

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 agreement.

For the purpose of this "Agreement" the word "Expenses" or "Reimbursable Expenses" shall mean all direct or indirect costs incurred in connection with the Engineer's performance of the work as may be posted on the Engineer's schedule of Hourly Rates for Employee classifications and Expenses Rates, including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams reproductions or printing, survey supplies, drafting supplies, computer time, environmental equipment, and the services of outside consultants, plus a maximum markup of 15% of the outside consultant's fees.

When "Hourly Rates and Expenses" is utilized, the schedule of Hourly Rates for Employee classifications and Expense Rates of the Engineer shall be the basis for the Fee for services. If an "estimate" is indicated, the fee will be payed upon the time and materials expended, and unusual problems of difficulties may necessitate the fee to exceed the "estimate."

When "Lump Sum" payment is utilized it shall include all labor and may not include expenses (for the scope of work as defined in the agreement) incurred by the Engineer and shall not exceed the fixed payment amount without prior authorization of the client.

When "Payroll Costs" payment is utilized it shall be computed by a multiplier factor times payroll cost plus expenses.

The "Payroll Costs" means the salaries 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, workmans compensation, incentive and holiday pay applicable thereto.

The "Multiplier" is a factor for general direct overhead, indirect costs, profit and other costs. The Multiplier factor rate shall be identified in the agreement.

TIME OF PAYMENT

The Engineer may submit monthly statements 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 payable thirty (30) calendar days from the issuance of the Engineer's statement.

LATE PAYMENT

If the client fails to make any payment due the Engineer for services and expenses within the time period specified, a service charge of 1½ % per month will be added to the Client's account. This is an annual rate of 18%.

LIMITATION OF LIABILITY

The client agrees to limit the Engineer's liability to the client and to all construction contractors and subcontractors where applicable, on this work, for damages to them, due to the Engineer's negligent acts, errors or omissions, such that the total aggregate liability of the Engineer to all named shall not exceed \$50,000 or the Engineer's total fee for services rendered on this work, whichever is greater.

AUTHORITY AND RESPONSIBILITY

The Engineer shall not guarantee the quality or quantity of the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids, and shall have no duties or responsibilities imposed by the Structural Work Act.

TERMINATION

This agreement may be terminated by either party upon notice. Any termination shall only be for good causes such as for legal considerations, unavailability of adequate financing on either the Client or Engineers part, 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 payroll cost times a multiplier of 2.5 (if not previously provided for) plus reimbursable expenses, plus reasonable termination costs.

REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of his services in 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 adaption by the Engineer will be at the Client's sole risk, and without liability of the Engineer, and The Client shall indemnify and hold harmless the Engineer from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting therefrom. Any such verification or adaption will entitle the Engineer to further compensation at rates to be agreed upon by the Client and Engineer.

ESTIMATES OF COST

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 Cost that may be provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him. If the client wishes greater assurance as to the Construction Cost, he shall employ an independant cost estimator.

PROJECT AGREEMENT

Lewis, Yockey & Brown, Inc.
 Consulting Engineers & Land Surveyors
 505 N. Main Street
 Bloomington, Illinois
 Ph. (309) 829-2552

PROJECT NO. 4023.00	
DATE June 1, 1992	
SECURED BY Perry L. Lewis	

CLIENT INFORMATION

CLIENT NAME City of LeRoy	PHONE
ADDRESS 111 E. Center St. LeRoy, IL 61752	
AGENT FOR CLIENT Jerry Davis Mayor	PHONE
ADDRESS	

PROJECT DATA

PROJECT TITLE General Engineering Services
SCOPE OF WORK Attendance at City Council meeting and provide general engineering services to the City as needed and not covered by a separate project agreement.
ANTICIPATED COMPLETION DATE

INVOICING INFORMATION

Fee Basis
<input type="checkbox"/> Hourly Rates and Expenses - Effective Date: _____ \$ _____ <input type="checkbox"/> not to exceed limit <input type="checkbox"/> estimate
<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> including expenses <input type="checkbox"/> Plus expenses
<input type="checkbox"/> Payroll Cost Multiplier: _____
<input checked="" type="checkbox"/> Other: Senior Engineer at hourly rate of \$48.00
Invoices to be submitted: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Upon Completion <input type="checkbox"/> Other _____
SPECIAL INSTRUCTIONS/INFORMATION

Conditions: The Standard Provisions set forth upon the reverse side hereof are hereby incorporated into and made a part of this Agreement.

Services will be scheduled upon receipt of the signed "Engineer Copy" of this Agreement. Please retain "Client Copy" of this Agreement for your records. By signing below, each of the parties confirm that they have read and understand the terms and conditions of this Agreement as set forth herein, front and back, and by signing hereby acknowledge and agree to all such terms and conditions.

AUTHORIZATION

ENGINEER Lewis, Yockey & Brown, Inc.	CLIENT City of LeRoy
BY: Perry L. Lewis	DATE: 6/1/92
BY: Jerry C. Davis Mayor	DATE: 6/1/92
(Signature) <i>Perry L. Lewis</i>	(Signature) <i>Jerry C. Davis</i>

White Copy Client • Yellow Copy Engineer

Gary W. Buitta

TERMS AND CONDITIONS

To assure an understanding of matters related to our mutual responsibilities, these terms and conditions for professional engineering and surveying are made a part of this agreement for our services:

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 agreement.

For the purpose of this "Agreement" the word "Expenses" or "Reimbursable Expenses" shall mean all direct or indirect costs incurred in connection with the Engineer's performance of the work as may be posted on the Engineer's schedule of Hourly Rates for Employee classifications and Expenses Rates, including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams reproductions or printing, survey supplies, drafting supplies, computer time, environmental equipment, and the services of outside consultants, plus a maximum markup of 15% of the outside consultant's fees.

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The "Multiplier" is a factor for general direct overhead, indirect costs, profit and other costs. The Multiplier factor rate shall be identified in the agreement.

TIME OF PAYMENT

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LATE PAYMENT

If the client fails to make any payment due the Engineer for services and expenses within the time period specified, a service charge of 1 1/2% per month will be added to the Client's account. This is an annual rate of 18%.

LIMITATION OF LIABILITY

The client agrees to limit the Engineer's liability to the client and to all construction contractors and subcontractors where applicable, on this work, for damages to them, due to the Engineer's negligent acts, errors or omissions, such that the total aggregate liability of the Engineer to all named shall not exceed \$50,000 or the Engineer's total fee for services rendered on this work, whichever is greater.

AUTHORITY AND RESPONSIBILITY

The Engineer shall not guarantee the quality or quantity of the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids, and shall have no duties or responsibilities imposed by the Structural Work Act.

TERMINATION

This agreement may be terminated by either party upon notice. Any termination shall only be for good causes such as for legal considerations, unavailability of adequate financing on either the Client or Engineers part, 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 payroll cost times a multiplier of 2.5 (if not previously provided for) plus reimbursable expenses, plus reasonable termination costs.

REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of his services in 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 adaption by the Engineer will be at the Client's sole risk, and without liability of the Engineer, and The Client shall indemnify and hold harmless the Engineer from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting therefrom. Any such verification or adaption will entitle the Engineer to further compensation at rates to be agreed upon by the Client and Engineer.

ESTIMATES OF COST

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 Cost that may be provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him. If the client wishes greater assurance as to the Construction Cost, he shall employ an independant cost estimator.