



Salt Lake City Office

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29 November 2023

Eric Duthie

EricD@hildalecity.com

435-592-5346

Subject: Hildale City Innovations Center – Traffic Study /Preliminary Design

Mr. Duthie,

Sunrise Engineering is pleased to offer up our services in preparing a traffic impact study and preliminary site design for the Hildale City Innovations Center.

Please see the attached proposal and details of items to be performed. Contract is subject to being awarded funding through the Technical Planning Assistance (TPA) program. Please let me know any questions, concerns, or additional work that should be included.

Thank you,

A handwritten signature in blue ink that reads "Randy Smith".

Randy D. Smith, PLS  
Transportation Project Manager

[rsmith@sunrise-eng.com](mailto:rsmith@sunrise-eng.com)

Cell: 385-222-5446

Office: 801-523-0100

Enclosure:

Cc:

Sunrise Engineering, Inc. (SEI) is pleased to provide the following proposal to provide Civil Engineering Services for the above referenced project. Hereafter, “Client” refers to Hildale City. SEI agrees, upon receipt of your acceptance to this agreement, to perform the following identified services in accordance with the terms and conditions contained herein.

### **Scope of Services**

The proposed scope of services for the Hildale City Innovations Center located at 985 N Box Elder St, accessing SR-59 (mile marker 0.65), Hildale, UT is broken down into two phases. The first phase is to perform a traffic impact study following UDOT standards for access onto SR-59. The second phase includes preliminary design of the site and offsite improvements leading to the 4.76-acre site. The proposed Innovations Center is located off Mulberry Street which is currently un-paved. The Client wishes to pave adjacent streets and improve accessibility to the proposed site.

### **Phase and Task Descriptions**

#### **Phase 0001 –Traffic Impact Study:**

**Task 001 Data Collection** – SEI will collect AM and PM peak hour traffic data on SR-59 for up to two locations. Traffic data will also be collected and observed at the existing Vernal Innovation Center for a total of 24 hours to provide specific trip generation.

**Task 002 Traffic Analysis** – SEI will complete a traffic analysis including trip generation and trip distribution for the development site as outlined in UDOT requirements for a Level II Traffic Impact Study.

**Task 003 Final Report** – SEI will prepare a Level II Traffic Impact Study, including any recommendations to meet state requirements for the proposed development.

**Task 004 Meetings, & Coordination** — This task includes preliminary meetings with the client and UDOT to confirm assumptions and final project findings and resolution meeting with Client.

#### **Phase 0002 – Preliminary Site Design**

**Task 001 General Tasks** — This task includes all general project management.

**Task 002 Preliminary Site Layout** – This task covers initial and recurring meetings with the Client in establishing layout of the site including all parking and drive aisles as well as the proposed highway access improvements established by the Phase 1 traffic study.

**Task 003 Complete Concept** – SEI will use the established site layouts from Task 2 to prepare final site layout features, highway access configurations, and site decorations & renderings. This task covers preparation of final exhibits and compilation of final deliverables.



**Fees**

SEI agrees to perform the above listed services as summarized in the attached Cost Summary shown in Exhibit B. Any work outside the defined scope above will be performed on a time and materials (T&M) basis at the rates and fees shown in Exhibit C or through a contract amendment.

**Scope of Work Conditions & Exclusions**

- A. Any item not specifically included is assumed to be excluded. A reasonable effort has been made to identify the necessary tasks required to complete the project. However, additional tasks may be required and/or requested by the client or reviewing agency(s). Such items will be brought to the client's attention and a contract amendment may be required.
- B. Time and Material tasks will be performed in accordance with rates and fees shown in Exhibit C.
- C. Contract is subject to Terms and Conditions attached as Exhibit D.
- D. Traffic Impact Studies shall be prepared in accordance with UDOT Standard Specifications.
- E. Traffic signal plans are excluded.
- F. Reproduction costs for plans, exhibits, reports, etc. will be billed as a reimbursable expense or on a Time and Material basis depending on method of execution.
- G. It is assumed that it will not require more than two (2) reviews to obtain approvals from the UDOT/County/City. Any reviews beyond two (2), that are out of SEI control (i.e. changing of reviewer/staff resulting in new comments) will be done on a Time & Materials basis or contract amendment.
- H. The contractor or owner shall be responsible for obtaining all necessary permits prior to beginning construction. The contractor or owner is responsible for verification of existing permits, renewal of lapsed permits, and obtaining any new permits.
- I. It is assumed that all submissions and communication with the UDOT/County Outside of preliminary meeting with UDOT will be completed by the CLIENT. Any additional coordination or meetings with the UDOT/County/City beyond that stated in the scope of work will be completed on an hourly basis.

If you are interested in having us complete the services outlined in this proposal, please execute the agreement below and return one copy to our office. The Client will be billed monthly based on the percentage of work completed for each task. We will invoice you at the beginning of each month for services performed during the previous month. Payment is due thirty days from the date of the invoice.

If you have any questions regarding this proposal, please contact me at (801) 523-0100. We look forward to working with you on this project.

Sincerely,

SUNRISE ENGINEERING, INC.

Randy Smith, PLS

Transportation Division Manager

Accepted and Agreed:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title:

\_\_\_\_\_  
Print Title

Date:

\_\_\_\_\_

EXHIBIT A



## EXHIBIT B Cost Summary

Phase	Task	Work Task Description	(\$)	*Fee Type
0001		<b>Traffic Impact Study</b>		Lump
	001	Data Collection	\$ 4,500.00	
	002	Traffic Analysis	\$ 4,200.00	
	003	Final Report	\$ 3,300.00	
	004	Meetings and Coordination with Client	\$ 2,300.00	
		Subtotal	<b>\$ 14,300.00</b>	Lump
0002		<b>Concept Design</b>		Lump
	001	General Tasks	\$ 1,600.00	
	002	Preliminary Site Layout	\$ 7,600.00	
	003	Complete Concept	\$ 8,800.00	
		Subtotal	<b>\$ 18,000.00</b>	Lump
		Lump Sum Total	<b>\$ 32,300.00</b>	Lump
		**Total T&M (Budgeted)	<b>\$ -</b>	T & M
		Total	<b>\$ 32,300.00</b>	

\*Lump Sum = Fixed Fee; T&M = Time & Materials; NTE = Not to Exceed

\*\*Budgeted T&M (Time and Materials) is a budgeted amount that will not be exceeded without Client approval and does not guarantee the tasks will be completed within this amount.

## EXHIBIT C

### SUNRISE ENGINEERING

#### FEE SCHEDULE

#### EXHIBIT A

Work Code	Work Classification	Hourly Rate	Work Code	Work Classification	Hourly Rate
101	Engineer Intern (E.I.T.) I	\$117	451	Training Specialist I	\$160
102	Engineer Intern (E.I.T.) II	\$131	456	Training Manager	\$193
103	Engineer Intern (E.I.T.) III	\$149	460	Training Director	\$219
104	Engineer III	\$167	500	Funding Specialist	\$160
105	Engineer IV	\$193	510	Plan Reviewer	\$142
106	Engineer V	\$208	511	Building Inspector I	\$83
107	Senior Engineer	\$226	512	Building Inspector II	\$110
110	Principal Engineer	\$248	513	Building Inspector III	\$132
121	Electrical Engineer Intern (E.I.T.) I	\$137	525	Building Official	\$155
122	Electrical Engineer Intern (E.I.T.) II	\$148	601	GIS Tech	\$85
123	Electrical Engineer III	\$168	602	GIS Tech II	\$99
124	Electrical Engineer IV	\$208	611	GIS Specialist I	\$125
125	Electrical Engineer V	\$225	613	GIS Analyst	\$149
126	Principal Electrical Engineer	\$253	614	GIS Programmer	\$158
301	Engineering Tech I	\$95	615	GIS Team Leader	\$165
302	Engineering Tech II	\$115	51	Administrative I	\$55
303	Engineering Tech III	\$129	52	Administrative II	\$75
304	Engineering Tech IV	\$139	53	Administrative III	\$94
311	Electrical Tech I	\$110	96	Public Information Manager	\$138
312	Electrical Tech II	\$117	701	Planner I	\$97
313	Electrical Tech III	\$138	702	Planner II	\$112
314	Electrical Tech IV	\$158	703	Planner III	\$128
315	Electrical Tech V	\$175	704	Planner IV	\$143
351	Construction Observer I	\$85	705	Planner V	\$165
352	Construction Observer II	\$105	712	Project Manager II	\$205
353	Construction Observer III	\$118	723	Water Rights Specialist III	\$155
354	Construction Observer IV	\$132	921	Survey Tech	\$99
401	CAD Drafter I	\$89	930	Survey CAD Tech	\$142
402	CAD Drafter II	\$99	935	One Man Survey Crew	\$175
403	CAD Drafter/Designer III	\$119	940	Survey Manager	\$185
404	CAD Drafter/Designer IV	\$132	945	Registered Surveyor	\$199
			950	Principal Surveyor	\$219

#### REIMBURSABLE EXPENSE SCHEDULE

Expense	Rate	Mark-Up
Mileage	\$0.59 per mile	N/A
Field Vehicle (on site)	\$60 per day	N/A
Per Diem Meals	\$57 per day	N/A
Troxler Nuclear Density Gauge	\$50 per day	N/A
High Density Scanner	\$175 per hour	N/A
Material Testing Lab Work	Actual Cost	15%
Outside Consultants, Aerial Photography, etc.	Actual Cost	15%
Lodging	Actual Cost	10%
Other Expenses incurred	Actual Cost	10%

Fees automatically change after the beginning of the year and are subject to change on other occasions.

Base 01-2023 Fees au

## EXHIBIT D

### TERMS AND CONDITIONS

**1. SERVICES TO BE PROVIDED.** These Terms and Conditions are enclosed with, attached to and/or incorporated by referenced into a proposal or agreement (the "Proposal/Agreement") prepared by Sunrise Engineering, Inc. ("SEI") offering/agreeing to provide the consulting services described in the Proposal/Agreement as such consulting services are changed by agreement of the Parties (hereinafter, the "Services"). SEI agrees to provide the Services for the sole and exclusive use and benefit of the person or entity described in the Proposal/Agreement to be SEI's client for the provision of the Services (the "Client"). If the Proposal/Agreement does not expressly identify the Client, the Client shall be the person or entity to whom SEI provides the Services. The Proposal/Agreement shall become binding on SEI and Client upon its written acceptance by Client, or Client's acceptance of the performance by SEI of the Services without written objection to the terms of the Proposal/Agreement, whichever first occurs. SEI may use the services of subconsultants in the performance of the Services ("SEI's Consultants") when, in SEI's sole discretion, it is appropriate to do so. For purposes of the Proposal/Agreement and these Terms and Conditions, the "Parties" are SEI and Client, and their successors and permitted assignees.

**2. EFFECT OF TERMS AND CONDITIONS.** If any of the Services are performed by SEI or SEI's Consultants prior to the acceptance by Client of the Proposal/Agreement, such Services shall be governed by these Terms and Conditions the same as if they had been performed after the acceptance by Client of the Proposal/Agreement. These Terms and Conditions shall be binding upon the Parties except to the extent these Terms and Conditions directly conflict with the Proposal/Agreement. In the event of direct conflict between the Proposal/Agreement and these Terms and Conditions, the Proposal/Agreement shall supersede and replace these Terms and Conditions.

**3. PAYMENT TERMS.** Payment on account of Services rendered, including fees and Reimbursable Expenses, shall be made monthly upon presentation of SEI's statement of services. No deductions shall be made from SEI's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors ("Contractor") performing all or a portion of the work or services (the "Work") for the construction of improvements designed by SEI or SEI's Consultants, or on account of the cost of changes in the Work other than those for which SEI has been adjudicated to be liable. If payment is not received within thirty (30) calendar days from the invoice date (i) Client agrees to pay interest on the past due amount at the rate of 18% per annum until paid in full; (ii) Client agrees to pay reasonable attorneys' fees and collection costs incurred by SEI to collect or obtain an award or judgment to collect all or any portion of the past due amount; (iii) SEI reserves the right to suspend all Services until payment of the past due amount is received in full; and (iv) SEI may terminate the Proposal/Agreement for cause if payment of the past due amount is not received in full within forty-five (45) calendar days of the date it is due.

**4. TERMINATION/SUSPENSION OF PROPOSAL/AGREEMENT** Either Party may terminate the Proposal/Agreement for cause if the other Party shall fail substantially to perform in accordance with its terms through no fault of the Party initiating the termination upon ten (10) calendar days prior written notice and failure of the Party in default to cure the default within such ten (10)-day period. Client may terminate the Proposal/Agreement without cause and for Client's convenience upon delivery to SEI of a written notice of termination for convenience. Client may suspend all or a portion of the Services upon written notice to SEI, provided that (i) Client shall compensate SEI for extra fees and costs due to such suspension of the Services; and (ii) SEI may terminate the Proposal/Agreement for cause if the Services or any portion of the Services are suspended in the aggregate for more than one hundred twenty (120) calendar days due to suspensions of the Services for Client's convenience. In the event of a termination of the Proposal/Agreement not the fault of SEI, SEI shall be compensated for the Services performed prior to termination, together with Reimbursable Expenses then due and all expenses directly attributable to the termination. In the event of a termination of the Proposal/Agreement for cause, the terminating Party shall be entitled to recover from the defaulting Party all damages caused by the defaulting Party's breach of the Proposal/Agreement.

**5. STANDARD OF SKILL AND CARE.** The Services (whether performed by SEI or SEI's Consultants) shall be performed in accordance with the standard of skill and care ordinarily exercised by licensed professionals of the same discipline in the state in which the Project is located on projects of similar size and scope and under like circumstances. SEI disclaims that any warranties, expressed or implied, are made or intended by SEI regarding the quality, fitness, accuracy, suitability or completeness of the Services or the Instruments of Service, or regarding any other matter.

**6. INSURANCE.** SEI shall maintain the following insurance coverages with insurance limits not less than specified below:

- a) Worker's Compensation Insurance – statutory limits;
- b) Employer's Liability Insurance – \$1,000,000;
- c) Automobile Liability – Combined single limits per accident, \$1,000,000;
- d) Commercial General Liability Insurance – Combined single limits per occurrence, \$1,000,000;
- e) Professional Liability – \$1,000,000 per claim

**7. LIMITATION OF LIABILITY.** Client agrees that the liability of SEI and SEI's Consultants, and their former and current officers, directors, employees and agents to Client, and any third party, due to any negligent acts, errors or omissions, breach of contract or breach of any other legal duty shall be limited in the aggregate to \$50,000, or the total fee paid to SEI for the Services, whichever is greater. If Client prefers to have higher limits of liability, SEI agrees to increase the aggregate limit of liability applicable to the Services to a maximum of \$1,000,000 upon Client's written request at or prior to the commencement of the Services, provided Client pays an additional consideration to SEI equal to five percent (5%) of the total fee for the Services, or \$600, whichever is greater. The additional charge for the higher limitation of liability is because of the greater risk assumed by SEI and is not a charge for additional professional liability insurance. Client shall indemnify, defend and hold harmless SEI and SEI's Consultants, and their past and current officers, directors, employees and agents, and each of them, from and against any liability arising or resulting from liabilities in excess of the applicable aggregate limit of liability of SEI and SEI's Consultants for the Services.

**8. SITE OBSERVATIONS AND SOIL CONDITIONS.** SEI shall have access to the Project site and to all areas where the Work is performed or located. Client shall procure all permits, licenses, rights-of-entry and access for SEI to enter upon and to perform Services at any public or private property

required for SEI to perform the Services.

By virtue of entering into this Agreement or providing the Services, SEI does not assume control of or responsibility for the Project site or the persons at the Project site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the Project site that may present a potential danger to public health, safety or the environment.

Unless SEI provides a soils report or conducts soils testing as Services under the Proposal/Agreement, SEI makes no representations concerning soils conditions and is not responsible for any claims, damages, liabilities, losses or expenses that may arise out of the making or failure to make soils investigations or reports, or soils testing.

If a Contractor is involved in the Project, Client agrees that Contractor will be solely and completely responsible for the conditions at all locations where the Work is performed, including the safety of all persons and property during performance of the Work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that SEI will not be responsible for job or site safety on the Project.

Client acknowledges and agrees that SEI is not responsible for the performance of the Work by third parties, including, but not limited to, the Contractor and the Contractor's subcontractors, sub-subcontractors of any tier and suppliers. Client further agrees to indemnify, defend and hold harmless SEI and SEI's Consultants, and their officers, directors, employees and agents from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon the operations of such third parties in the performance of the Work unless such claims, liabilities, damages, costs or expenses are adjudicated to be caused by the sole negligence or other fault of SEI and/or SEI's Consultants.

**9. RELIANCE ON OWNER FURNISHED INFORMATION.** SEI and SEI's Consultants shall be entitled to rely upon the accuracy and completeness of services and information furnished by Client and Client's consultants, agents and representatives, and SEI and SEI's Consultants shall have no duty to investigate the accuracy or completeness of such services or information.

**10. UNKNOWN CONDITIONS.** Conditions or occurrences may be encountered during the performance of the Services and/or the Work that require changes in the Services or impose risk to SEI and/or SEI's Consultants, or their employees or agents, in the performance of the Services not known to SEI when the Proposal/Agreement was entered ("Unknown Conditions"). If Unknown Conditions are encountered, SEI shall notify Client of the Unknown Conditions and the probable impact of the Unknown Conditions on the Services and the Work, and SEI shall consult with Client regarding possible actions, including:

- a. Suspend the Services and/or the Work until the Unknown Conditions are further studied by Client and the additional risks imposed by the Unknown Conditions are eliminated by Client or are reduced by Client to levels acceptable to both SEI and Client;
- b. Complete the Services in accordance with the scope of Services described in the Proposal/Agreement, if to do so is agreed by both SEI and Client to be practical;
- c. Agree to a change in the Services; or
- d. Agree to a termination of the Proposal/Agreement for Client's convenience.

**11. HAZARDOUS MATERIALS.** Client agrees to give written disclosure to SEI prior to the execution of the Proposal/Agreement of any hazardous material or toxic substances existing in, on or near the Project site known to Client that may present a potential for harm to human health, the environment or equipment. Unless otherwise included in the Services, SEI and SEI's Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site, unless the hazardous materials or toxic substances were brought to the Project site by SEI or SEI's Consultants.

In the event SEI or any other person or entity encounters hazardous materials or toxic substances at the Project site, or should it become known that such materials or substances are present at the Project site or its adjacent areas that may affect the performance of SEI's Services, SEI may, at its option, and without liability for consequential or other damages, suspend performance of the Services until Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the hazardous materials or toxic substances and such consultants represent that such hazardous materials or toxic substances have been rendered harmless. Client shall indemnify, defend and hold harmless SEI and SEI's Consultants and their past and current officers, directors, employees and agents, and each of them, from and against all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any hazardous materials or toxic substances in any form at the Project site, including claims, damages, costs and expenses caused by the negligence or fault of the persons or entities being indemnified, unless such claims, liabilities, damages, costs or expenses are adjudicated to be caused by the hazardous materials or toxic substances brought to the Project site by SEI or SEI's Consultants.

**12. INDEMNITY.** To the fullest extent permitted by law, Client agrees to indemnify and hold harmless SEI and SEI's Consultants, and their past and current officers, directors, employees and agents, and each of them, from and against any and all claims, demands, suits, losses, costs and damages for injuries to persons (including bodily injury and death), damage to tangible property and economic loss caused by any negligent act, error or omission or intentionally wrongful conduct of Client or Client's consultants or their employees or agents.

**13. INSTRUMENTS OF SERVICE.** Drawings, specifications, reports and other documents, including those in electronic form, prepared by SEI and SEI's Consultants for the Project are Instruments of Service for use solely with respect to the Project. SEI and SEI's Consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Engineer grants to Client a nonexclusive license to reproduce SEI's Instruments of Service solely for the purpose of constructing, using and maintaining the Project, provided that Client shall comply with all obligations, including prompt payment to SEI of all consideration when due under the Proposal/Agreement. Except for the license granted in this Paragraph 13, no other license or right shall be deemed granted or implied under the Proposal/Agreement.



Client shall not use the Instruments of Service for future additions or alterations of the Project or for other projects, unless Client obtains the prior written agreement of SEI and SEI's Consultants. Any unauthorized use or modification of the Instruments of Service shall be at Client's sole risk and without liability to SEI or SEI's Consultants.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless SEI and SEI's Consultants and their past and current officers, directors, employees and agents, and each of them, from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any unauthorized use or modification of the Instruments of Service by Client or any person or entity that obtain the Instruments of Service from or through Client or Client's agents or representatives.

**14. OPINIONS OF COST.** If the Services include the evaluation of Client's budgets for construction costs or include providing SEI's opinions of probable construction costs, Client understands that SEI has no control over regional economies, availability of materials or labor or the competitive climate existing at the time of bidding or negotiation, over the costs or the prices of labor, equipment or materials, or over Contractor's methods of pricing, and that the evaluations of Client's budgets and/or opinions of probable construction costs provided by SEI are SEI's professional judgment as a design professional familiar with the construction industry. SEI makes no warranty, expressed or implied, as to the accuracy of such opinions or evaluations as compared to bids or negotiated prices or actual construction costs, and SEI does not represent or warrant that bids or negotiated prices or actual construction costs will not vary from Client's budget for the Project or from opinions of probable construction costs or from evaluations of Client's budgets prepared or agreed to by SEI.

**15. PROVIDING EVIDENCE.** If SEI or an employee of SEI is requested by Client or is compelled by subpoena or other legal process by Client or a third party to provide testimony, documents or evidence in relation to the Services and in connection with any public hearing, dispute resolution proceeding or legal proceeding in which SEI is not a party, Client agrees to compensate SEI on the basis of hourly rates and Reimbursable Expenses according to SEI's Rate Schedule then in effect for the time and expenses reasonably incurred by SEI in providing such evidence, provided that SEI is not compensated in full for such reasonable time and expenses by the party compelling or requesting the evidence.

**16. SEVERABILITY.** In the event that any provision of these Terms and Conditions is found to be unenforceable, the other provisions shall remain in full force and effect.

**17. SURVIVAL.** All obligations arising prior to the termination of the Proposal/Agreement and all provisions of these Terms and Conditions allocating responsibility or liability between Client and SEI shall survive the completion of the Services and the termination of the Proposal/Agreement, and Paragraphs 5, 6, 7, 9, 11, 12, 13, and 15 shall survive the completion of the Services and the termination of the Proposal/Agreement.

**18. INTEGRATION.** The Proposal/Agreement and these Terms and Conditions incorporated therein constitute the entire agreement between the Parties and cannot be changed except by written instrument signed by both Parties.

**19. GOVERNING LAW.** The Proposal/Agreement and these Terms and Conditions incorporated therein shall be governed in all respects by the laws of the state in which the Project is located.

**20. THIRD PARTY FEES.** SEI shall pay the fees and costs specifically required by the Proposal/Agreement and these incorporated Terms and Conditions. Unless specifically required by the Proposal/Agreement, SEI shall not be required to pay the fees and costs of the checking and/or inspection of the Instruments of Service and/or the Work by persons or entities other than SEI or SEI's Consultants, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title insurance charges, costs of reproductions of the Instruments of Service or other documents, and other charges not specifically required to be paid by SEI by the Proposal/Agreement.

**21. THIRD PARTY BENEFICIARIES.** Nothing contained in the Proposal/Agreement and these incorporated Terms and Conditions shall create a contractual relationship with or a cause of action in favor of a third party against either Client or SEI. SEI's Services under the Proposal/Agreement are being performed solely for Client's benefit, and no other person or entity shall have any claim against SEI arising under the Proposal/Agreement or arising from the performance or non-performance of the Services.

**22. EMPLOYMENT FEES.** In the event Client hires directly any employee of SEI within one (1) year after final payment is due to SEI for the Services, Client agrees to reimburse SEI a monetary amount equal to six (6) months' wages for the employee so hired by Client as an employment fee. The employment fee shall be calculated as six (6) times the gross monthly full-time wages of the employee immediately prior to the hiring.

**23. ASSIGNMENTS.** Neither Client nor SEI shall assign the Proposal/Agreement or any right, interest or claim for damages arising under the Proposal/Agreement without the written consent of the other, except that Client may make a conditional collateral assignment of the Proposal/Agreement to an institutional lender providing financing for the Project, conditioned on Client's default in its obligations to such lender regarding the financing for the Project. In the event the condition of such collateral assignment is satisfied, the lender shall assume Client's rights and obligations under the Proposal/Agreement. If SEI's Services are affected or delayed by Client's default or the assignment of the Proposal/Agreement to the lender, SEI's fees for the remaining Services of the Project and the time schedules for performance of the remaining Services of the Project shall be equitably adjusted.

**24. CONSEQUENTIAL DAMAGES WAIVER.** SEI and Client mutually waive as to one another and as to the present and current officers, directors, partners, members, employees, agents and consultants of one another, any and all consequential damages for claims, disputes or other matters in question arising out of or relating to the Proposal/Agreement or the performance or non-performance of the Services. This mutual waiver is applicable, without limitation, to all consequential damages due to either Parties' termination of the Proposal/Agreement or suspension of the Services.

**25. DISPUTE RESOLUTION.** All claims, counterclaims, disputes and other matters in question between Client and SEI arising out of or relating to the Proposal/Agreement or these incorporated Terms and Conditions, or the breach of the Proposal/Agreement or these incorporated Terms and Conditions, or the Services performed pursuant thereto, shall be decided in such dispute resolution proceedings as Client and SEI shall mutually agree upon in writing after the dispute arises or, in the absence of mutual agreement, in a court of competent jurisdiction within the State in which the

Project is located.

**26. CHANGES AND/OR ADDITIONAL SERVICES.** The Client reserves the right, at its sole discretion, to change and or increase the scope of consulting services including award of additional phases of consulting services to SEI without conducting additional procurement procedures. Such changes shall include negotiated scope, time and compensation and shall be binding on SEI and Client when mutually agreed upon in writing by SEI and Client.