



October 31, 2019

Doug Osborn, PE
Hess Rountree
9831 South 51st Street, Suite C110
Phoenix, AZ 85044

Subject: Scope/Fee for 99th Avenue Signal Timing

Dear Doug,

Based on our discussions, below is my understanding of the Scope of Work to assist in the signal coordination for the eight signals on 99th Avenue.

PRIMARY SCOPE ELEMENTS

Turning Movement Counts: UCG conduct 3 turning movement counts at the following intersections (the City does not have data for these intersections):

1. 99th Avenue and I-10 EB Ramps
2. 99th Avenue and I-10 WB Ramps
3. 99th Avenue and Dealer Drive

Signal Coordination: UCG will use PTV Vistro software to analyze and coordinate the signals along 99th Avenue.

FEE

UCG will perform this Scope of Work for a fee of \$6,200.

EXCEPTIONS

Additional efforts requested that are not included in this proposed scope of work will be discussed with you and billed according to the attached Billing Rate Schedule or per a subsequent scope of work and fee proposal to you. The exceptions may include, but are not limited to additional requirements or review comments by the City which generate new efforts outside this scope of work, an expanded study area and additional data collection and traffic analysis efforts required by outside jurisdictions requiring re-evaluation.

A signed copy of this proposal is considered official notice to proceed.

The owner/client agrees that to the fullest extent permitted by law, the claims, losses, expenses arising out of this agreement will not exceed the total amount of our fee. Such causes include but are not limited to negligence, errors, omissions, strict liability, breach of contract and breach of warranty.



United Civil Group appreciates your consideration of our company for this project. Please feel free to contact our office if you have any questions.

Respectfully Submitted,
United Civil Group

A handwritten signature in black ink, appearing to read "David Kinnear", is written over a horizontal line.

David Kinnear, PE

Approved by: _____

Representing: _____

Date: _____



United Civil Group Corporation Billing Rate Schedule

Hourly Rates

Project Principal	\$ 275.00 per hour
Project Manager/Sr. Engineer	\$ 220.00 per hour
ITS Engineer	\$ 230.00 per hour
Project Engineer	\$ 175.00 per hour
Designer (EIT)	\$ 100.00 per hour
Technician/Drafter	\$ 100.00 per hour
Inspection Technician	\$ 100.00 per hour
Administrative/Clerical	\$ 100.00 per hour

United Civil Group Standard Terms and Conditions

Compensation and Payment

- If the scope of the project or professional services is changed materially, the amount of the Consultant's compensation and rates shall be equitably adjusted. If the project extends materially longer than the Consultant originally anticipated (other than as a result of Consultant's negligence or willful misconduct), the amount of the Consultant's compensation and rates shall be equitably adjusted. If the instruments of service provided under the contract are required to be submitted to governmental entities and those entities change policies, procedures, rules, regulations, zoning, or laws relating to the project after the date of the contract, the Client shall pay the Consultant for any additional work that the Consultant must perform as a result of those changes pursuant to the applicable hourly rates.
- Revisions, alterations, or change orders requested by the Client shall be deemed extra work and will be billed to the Client pursuant to the applicable hourly rates.
- The Consultant can withhold instruments of service, suspend services, and/or terminate the contract if any invoice has not been paid within 30 days of the invoice date.
- The Client shall not withhold, deduct, off-set, or set-off any amounts that the Consultant has billed to the Client. If the Client disputes any of the Consultant's invoices for any reason, the Client must first timely pay the invoice(s) to the Consultant and then the Client can seek to resolve the disputed invoice(s) pursuant to the dispute resolution set forth in these Standard Terms and Conditions.
- If the project is suspended or terminated in whole or in part, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the Consultant's receipt of written notice of such suspension or termination. If the project is resumed after being suspended or terminated for more than three months, the Consultant can elect to have its compensation and rates equitably adjusted.
- The Consultant reserves the right to utilize any traffic data, information, or analyses from this project on future projects.

Delays

- To the extent that the Consultant has provided the Client estimates as to when the Consultant will complete its professional services and/or the Consultant has promised the Client to complete the professional services by a certain date, that date(s) shall be extended automatically for any of the following conditions: (A) acts of the Client (including its agents, employees, consultants, and contractors) that delay work; (B) acts of God that delay work; (C) weather conditions that delay work; (D) strikes, boycotts, and similar actions that delay work; (E) change orders that warrant additional time to complete the project; (F) differing site conditions as discussed below; (G) the suspension or abandonment of work or services under the contract by the Client and/or other conditions that warrant the suspension or abandonment of work or services; and/or (H) any other condition that reasonably warrants an extension. The Consultant shall determine the amount of additional time that the Consultant reasonably needs to complete the project as a result of these conditions.

Differing Site Conditions

- If the Consultant discovers any conditions at the project site that (A) differ materially from the plans, specifications, reports, and other available information and/or (B) are unusual in nature and/or not normally expected or found on projects of this type, then the Consultant will notify the Client of such differing site conditions. Upon such notification, the Client has the right to further

investigate these existing conditions at the Client's sole expense. The Consultant has no duty to investigate differing site conditions. Whether such an investigation is done or not, upon notification of such differing site conditions the Client shall (A) terminate the contract or (B) agree to increase the contract price in the amount of the Consultant's reasonably estimated cost of the additional work needed as a result of the differing site conditions. If the Client elects to terminate the contract, the Client will pay the Consultant for all professional services rendered and reimbursable expenses incurred through the date of termination. The Consultant is entitled to stop work until the differing site conditions have been investigated and/or reasonably resolved. Any delays caused by differing site conditions shall extend the time for the completion of the project.

Suspension and Termination of Contract

- The contract may be suspended and/or terminated by any party on the grounds that the other party is in substantial breach of the contract. Among other potential breaches, the failure of the Client to make timely payments to the Consultant shall be considered a substantial breach of the contract. The party seeking to suspend or terminate the contract shall first give written notice to the other party specifying the alleged breaches and allow that other party seven days from the date of notice to cure the alleged breaches. In the event of suspension or termination, the Client shall pay the Consultant for all services performed and reimbursable expenses incurred through the suspension or termination date, and any additional amounts to which the Consultant is entitled under the contract.

Limitation of Liability

- The Owner/Client agrees that to the fullest extent permitted by law, the claims, losses, expenses arising out of this agreement will not exceed the total amount of our fee. Such causes include but are not limited to negligence, errors, omissions, strict liability, breach of contract and breach of warranty.

Consultant Indemnification

- The Client agrees to indemnify, defend, and hold harmless the consultant and its owners, directors, officers, employees, and their spouses from and against any claims, actions, demands, judgment, damages, liability, costs, expenses, and/or attorneys' fees (collectively "Claims") that relate to and/or arise out of (in whole or in part) any errors, omissions, or breaches of duties by the Client in connection with this contract and/or project. This indemnification clause in favor of the Consultant is not intended to cover Claims to the extent they relate to and/or arise out of (in whole or in part) any errors, omissions, or breaches of duties by the Consultant. The Consultant's owners, directors, officers, employees and their spouses are intended to be third-party beneficiaries of this indemnification clause.

Client Indemnification

- The Consultant agrees to indemnify and hold harmless the Client and its owners, directors, officers, employees, and their spouses from and against any claims, actions, demands, judgments, damages, liability, costs, expenses, and/or attorneys' fees (collectively "Claims") that relate to and/or arise out of any errors, omissions, or breaches of duties by the Consultant in connection with his contract and/or the project. This indemnification clause in favor of the Client is not intended to cover Claims to the extent they relate to and/or arise out of (in whole or in part) any errors, omissions, or breaches of duties by the Client.

Fees

- If any party to the contract brings an action or proceeding relating to the contract, the prevailing party shall be entitled to its reasonable attorneys' fees for matters arising out of contract.

Choice of Law and Forum

- The contract shall be governed by Arizona law. Subject to the mediation provision below, the exclusive jurisdiction for resolving disputes between the parties is the Arizona state court system.

Dispute Resolution

- The Client and the Consultant agree that all disputes between them relating to the contract or the project shall be submitted first (prior to any litigation) to nonbinding mediation at or near the place of Consultant's principal office.

Entire Agreement

- The contract represents the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements between the parties.

Amendments

- The contract may be amended only in writing executed by both the Client and the Consultant.

Assignment of Contract

- The contract may not be assigned without the written consent of the other contracting party. To the extent that a contracting party consents to an assignment of the contract by the other party, the assignee must agree to assume all rights and obligations under the contract of the assignor.

Invalid Clauses

- If a court of competent jurisdiction determines that any clause of the contract is invalid or unenforceable, (1) the remainder of the contract shall be valid and enforceable and (2) the parties shall endeavor to have the court replace and/or rewrite the invalid or unenforceable provision with a valid and enforceable provision that resembles the original provision as close as possible as to the parties' intent.

This proposal is valid for 60 days from the date shown on the first page of the contract.