

Agreement No. _____

The following Service Agreement (hereinafter “The Agreement”) is made and entered into this 14th day of October 2014 (the “Effective Date”) by and between North Ogden City (hereinafter the “City”), a Utah City organized and existing under the laws of Utah with its main offices located at 505 E 2600 N North Ogden, Utah 84414, and Think Architecture, Inc., (hereinafter the “Firm”), a Utah Company organized and existing under the laws of Utah with its main offices located at 5151 S 900 E Suite 200, Salt Lake City, Utah 84117.

Collectively referred to as the “Parties”.

WHEREAS, the Firm is in the business of providing design services including land planning, landscape architecture and architecture.

WHEREAS, the Firm responded to the City’s Request for Proposal, Retail/Public Space Design dated September 10, 2014.

WHEREAS, this Agreement contains the terms of services between the Parties for the North Ogden Plaza Retail/Public Space Project.

NOW THEREFOR, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted, and agreed to, the Parties, intending to be legally bound, agree to the terms set forth below.

SERVICES PROVIDED

The Firm shall provide the following “Services” to the City in accordance with the terms and conditions of this Agreement:

In accordance with the Request for Proposal (“RFP”), Retail/Public Space Design dated September 10, 2014, the Firm will develop a conceptual plan to redevelop the project area into a mixed-use family gathering and entertainment area. All details regarding location, background, and purpose of the project are included in the Request for Proposal (“RFP”), Retail/Public Space Design dated September 10, 2014. The Firm will produce the following products:

- Land use plan for the entire redevelopment area and reasonable iterations of this document until accepted by City. This will include a “bubble diagram” outlining the contemplated existing and future uses of the block.
- Site Layouts with the building footprints as well as proposed landscape and hardscape plans for existing and proposed buildings and redevelopment with various versions until City is reasonable satisfied with proposal
- Site layout of landscaping, hardscape including a location of the public plaza, which may include: interactive fountain/splash pad, seating, eating areas, dry play areas, green space.
- Site layout of the proposed access, traffic flows, pedestrian walkways and parking for the plaza and retail space.
- Elevation designs for the façades of the existing buildings excluding Kirt’s Drive-In, which shall include several initial options until an architectural style and materials palette are selected.

Final Drawings/Presentation								*
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FEES and BILLING

The City will compensate the Firm upon completion of the scope of work in the amount of \$20,200. The Firm will invoice the City upon completion of scope of work. The City will confirm completion of scope of work and pay invoices in accordance with terms set forth in the invoice.

RELATIONSHIP OF PARTIES

It is understood by the Parties that the Firm is an independent consultant with respect to the City, and not an employee of the City. The City will not provide fringe benefits, including health insurance, paid vacation, or any other employee benefit, for the benefit of the Firm.

WORK PRODUCT OWNERSHIP

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information developed in whole or in part by the Firm in connection with the Services shall be the exclusive property of the City.

CONFIDENTIALITY

The Firm will not at any time or in any manner, either directly or indirectly use for the personal benefit of the Firm, divulge, disclose or communicate in any manner any information that is proprietary to the City. The Firm will protect such information and treat it as strictly confidential.

INDEMNIFICATION

The Firm agrees and covenants to hold harmless and indemnify the City from any claims, losses, injury, expenses and attorney’s fees proximately caused by any negligent conduct or omissions that constitute a form of tortious behavior on the part of the Firm, its officers, employees, or agents in the execution of the work performed in accordance with this Agreement, or which constitutes a breach of this Agreement.

ENTIRE AGREEMENT

This Agreement contains the complete agreement and understanding of the Parties hereto and supersedes any previous understandings commitments, proposals or agreements whether oral or written and may only be modified or amended in writing or executed by authorized individuals of the City and Firm.

SEVERABILITY

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

JURSDICTION

This Agreement shall be governed by the laws of the State of Utah.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2014.

NORTH OGDEN CITY

By: _____
Brent R. Taylor, Mayor

Attest:

By: _____
S. Annette Spendlove, MMC
City Recorder

Think Architecture, Inc.

By: _____
John Maas, Principal-in-Charge