

AGREEMENT # A_____

THIS AGREEMENT, made and entered into as of the 23rd day of September, 2014, by and between **NORTH OGDEN CITY (the CITY)**, a body corporate and politic of the State of Utah, and **Civil Solutions Group, Inc., (CONSULTANT)**, a Utah corporation authorized to do business in Utah, Taxpayer Identification No. 26-3863399.

WHEREAS, CITY desires to obtain planning services for an update to the North Ogden City General Plan; and

WHEREAS, CONSULTANT has submitted a proposal to provide an update to the North Ogden City General Plan and related services, and has been chosen, through a competitive process, as a member of a pool of planning consultants to Agreement with CITY; and

WHEREAS, CITY desires to accept said proposal and to receive the services of CONSULTANT as set forth in said proposal;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

SECTION 1.0 GENERAL AGREEMENT TERMS AND CONDITIONS

1.1 General. North Ogden City duly organized and existing under the laws of the State of Utah, with its primary place of business located at 505 East 2600 North, North Ogden, UT 84414, (CITY) and Agreement CONSULTANT, enter into this Agreement for services, effective upon this date:

1.2 Recitals. The parties recite and declare:

A. Agreement CONSULTANT is willing to provide services to CITY, and CITY is willing to accept services from and compensate Agreement CONSULTANT for said services subject to the terms, covenants and conditions set forth in this Agreement. It is understood that these are the minimum terms expected to be agreed upon by both parties.

B. For the reasons set forth above, and in consideration of the mutual promises and Agreements set forth in this Agreement, CITY and CONSULTANT agree as follows:

1.3 Services.

A. Agreement CONSULTANT herewith agrees to perform the services as described in Exhibit A Scope of Work.

B. Agreement CONSULTANT shall be responsible to ensure that the services set forth above are performed in a timely manner as established in this Agreement.

C. Agreement CONSULTANT shall perform such duties as specified by this Agreement and that are customarily performed during the course of performing the above noted services. CITY may, at any time by written order, and without notice to the sureties, if any, make changes in the concept of the project of this Agreement, if within its general scope. If such changes cause an increase or decrease in CONSULTANT's cost of, or time required for

performance of the Agreement, an equitable adjustment in price or time will be made and the Agreement modified in writing accordingly. The equitable adjustment shall be based upon a negotiated price for the change required. All changes shall be set forth in writing, signed by all parties prior to the performance thereof and any changes in price shall be added to or subtracted from the price hereof and billed to CITY in accordance with the provisions of 1.7 hereof. Except as provided in this Agreement, no charge for any extra work or materials will be allowed or paid. In determining the equitable adjustment to be paid, the books and records of CONSULTANT pertaining to this Agreement shall be made available to CITY.

1.4 Best Effort of CONSULTANT. CONSULTANT agrees that they will at all times faithfully, industriously, and to the best of their ability, experience, and talents, perform all of the duties that may be associated with the services set forth above and shall perform said services to the reasonable satisfaction of CITY.

1.5 Term of Agreement. This Agreement shall be in effect beginning and ending on, or at any time before, approximately eight months from the time of signatures by both parties.

1.6 Termination of Agreement. This Agreement shall expire on or before as stated in section 1.5. In addition, either party shall have the right to terminate this Agreement without cause by providing thirty (30) days written notice to the other party. Either party immediately may terminate this Agreement for cause by providing written notice stating the legal grounds for termination of the Agreement.

A. CITY shall have the right to terminate this Agreement in whole, or from time to time, in part, for CITY's convenience or because of CONSULTANT's failure to fulfill the Agreement obligations. CITY shall terminate by delivering to CONSULTANT a Notice of Termination specifying the extent to which performance of services under this Agreement is terminated, and the date upon which such termination becomes effective. In the event the Agreement is terminated by CITY prior to full performance by CONSULTANT, CONSULTANT shall be paid for services rendered to the date of termination based upon a percentage of completion of the full performance of this Agreement.

B. After receipt of a written Notice of Termination for convenience, CONSULTANT shall:

1. Stop work under the Agreement upon the date and to the extent specified in the Notice of Termination;
2. Place no further orders or Sub-Agreements for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not specifically terminated;
3. Transfer to CITY, and deliver to CITY, work in process, completed work, completed or partially completed plans, drawings, information and other property which would be required to be furnished to CITY if the Agreement had been completed;
4. Terminate all orders and Sub-Agreements to the extent that they relate to performance of work terminated by the Notice of Termination;
5. Assign to CITY, in the manner, at the times, and to the extent directed by CITY, all of the right, title, and interest of CONSULTANT in any orders and Sub-Agreements so terminated, in which case CITY shall have a right, in its discretion to settle and pay any or all claims arising out of the termination of such orders and Sub-Agreements;

6. Settle all outstanding liabilities and all claims arising out of such termination and others and Sub-Agreements, with the approval and ratification of CITY to the extent CONSULTANT may require, which approval or ratification shall be final for all purposes of this clause.

C. After receipt of a written Notice of Termination, CONSULTANT shall submit to CITY its termination claim no later than sixty (60) days after the termination of this Agreement, unless extensions in writing are granted by CITY. Upon failure of CONSULTANT to submit its termination claim within the time allowed, CITY may determine, on the basis of information available, the amount, if any, due to CONSULTANT by reason of the termination and shall thereupon pay to CONSULTANT the amount so determined.

D. In the event of termination for convenience, the amounts due CONSULTANT from CITY shall be determined as follows:

1. There shall be included all costs and expenses reimbursable in accordance with this Agreement, not previously paid to CONSULTANT for the performance of this Agreement prior to the effective date of the Notice of Termination, and such of these costs as may continue for a reasonable time thereafter with the approval of, or as directed by, CITY; and

2. There shall be included so far as not included under (1) above, the cost of settling and paying claims arising out of the termination of work under Sub-Agreements or orders, which are properly chargeable to the terminated portion of the Agreement.

E. In no event shall all termination claims and payments described herein exceed the face amount of this Agreement less all amounts theretofore paid to CONSULTANT less the price of any work not terminated.

1.7 Compensation of CONSULTANT. CITY shall pay CONSULTANT, and CONSULTANT shall accept from CITY, in full payment for CONSULTANT's services under this Agreement, \$75,000 dollars. The CITY shall pay for services rendered as set forth in Exhibit A upon their completion.

A. Payment to CONSULTANT for completion of tasks as specified in Exhibit A shall become due upon full completion of the same. CONSULTANT shall not charge CITY for any services rendered that are not specified in this Agreement unless otherwise agreed upon in writing by CITY's Representative. At the completion of each task CONSULTANT may request payment. CITY shall pay to CONSULTANT the requested payment, if approved, or the undisputed portion thereof within sixty (60) days of the payment request. Final payment shall be made when CONSULTANT has submitted the final work product to CITY in a manner consistent with the Agreement.

B. The payment process described above shall begin only upon submission by CONSULTANT, to CITY's Representative, of an original copy of billings or vouchers, including support documents, deliverables, and electronic files.

C. The parties agree that the compensation CITY shall pay CONSULTANT for performance of the services described in the "Scope of Work" found in Exhibit A shall be made as follows: CITY shall pay CONSULTANT upon completion of tasks as specified in Exhibit A with total final payment not to exceed \$75,000 unless this Agreement is amended as specified in 1.3. The "Cost Estimate" of Exhibit A is approximate, and payment shall be made for tasks completed.

1.8 Return of Equipment on Termination of Services. On termination of this Agreement by either party, or at the termination of Agreement CONSULTANT, all CITY property in the possession of Agreement CONSULTANT shall be promptly returned to CITY by Agreement CONSULTANT.

1.9 CONSULTANT Independence. CONSULTANT is an independent CONSULTANT with respect to all services performed under this Agreement. CONSULTANT accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Consultant on work performed under the terms of this Agreement. CONSULTANT shall defend, indemnify and save harmless the CITY from any claims or liability for such contributions or taxes. Nothing contained in this Agreement nor any act of the CITY or CONSULTANT, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the CITY. The CONSULTANT has no authority to take any action or execute any documents on behalf of the CITY.

1.10 Hold Harmless / Indemnification. CONSULTANT herewith agrees to indemnify and hold the CITY, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the CONSULTANT, the CITY or their respective officers, officials, agents, or employees, or any person or persons.

1.11 No Agreements Outside of Agreements. This Agreement contains the complete Agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this Agreement. The parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other. The CONSULTANT may Sub-Agreement out a portion of the work to another party only with the express written permission of CITY. It is acknowledge that any Agreement between the CONSULTANT and Sub-Agreementor is not binding on CITY.

1.12 Modification Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.

1.13 Disputes. Should any disputes arise with respect to this Agreement, the Agreement CONSULTANT and the CITY agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Agreement CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its

responsibilities under this Agreement in the accomplishment of all non-disputed work, any additional costs incurred by the CONSULTANT or CITY as a result of such failure to proceed shall be borne by the CONSULTANT; and the CONSULTANT shall not make a claim against the CITY for such costs.

1.14 Choice of Law. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 3rd Judicial District Court, in and for Weber County, State of Utah.

1.15 No Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

1.16 Severability. The invalidity of any portion of this Agreement for any reason with not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.

1.17 Indemnification, Liability and Worker's Compensation Insurance. CONSULTANT warrants that CONSULTANT has obtained and will maintain liability insurance sufficient to support CONSULTANT's duty to indemnify, described in this Agreement. CONSULTANT further warrants that CONSULTANT has obtained and will maintain workers compensation insurance as may be required by State law. Evidence of such insurance are attached as Exhibit "B".

A. CONSULTANT shall accept full responsibility for the payment of unemployment insurance premiums for Workmen's Compensation and social security, as well as income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services by this Agreement.

B. CONSULTANT shall procure and maintain the insurance policies required in this section from an insurance company authorized to write casualty insurance in the State of Utah as will protect itself and CITY from all claims including, but not limited to, bodily injury, death, or property damage which may arise from performance under the Agreement. All insurance policies must be approved and accepted by CITY, and excepting the professional liability and workman's compensation policies, will name North Ogden City as additional insured, and will be issued by a surety authorized to do business in the State of Utah and be rated with an A- or better rating in the most current edition of *Best's Key Rating Guide*.

C. CONSULTANT shall not commence performance under this Agreement until it has obtained all insurance required by this section and filed a certificate of insurance or certified copy of insurance policy with CITY. Each insurance policy shall contain a clause providing that the insurance company will not cancel coverage without thirty (30) days prior

written notice to CITY of intention to cancel. The amount of such insurance coverage will not be less than the following:

1. Worker's Compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits \$1,000,000 per occurrence.
2. Commercial General Liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate.
3. Professional Liability insurance in an amount of not less than \$1,000,000.
4. Automobile Liability insurance in the minimum amount of \$1,000,000 per occurrence with no deductible. "Any Auto" coverages are required.

CONSULTANT's insurance coverage shall be a primary insurance. CITY's self-insurance or insurance shall be in excess of CONSULTANT's insurance and shall not contribute with it. CONSULTANT's failure to comply with policy reporting provisions shall not affect coverage provided to CITY, its officers, officials, employees, or volunteers.

C. CONSULTANT agrees to indemnify and hold harmless CITY, its officers, employees, and agents from any and all claim, suits, actions and damages arising out of or resulting from the negligent acts, errors, and/or omissions on the part of the CONSULTANT, its agents, employees, and/or sub-consultants. CONSULTANT shall not indemnify for default when the delay is beyond the control and without the fault and negligence of CONSULTANT, including but not restricted to, changes in the scope of work, strikes, availability of materials, acts of God or of the public enemy, acts of CITY or its representatives or agents, and acts of any other consultant and/or CONSULTANT in the performance of an Agreement with CITY.

D. The parties agree that for purposes of this Agreement, CONSULTANT, its officers, agents, and employees are not to be regarded as CITY employees, and that CONSULTANT is an independent CONSULTANT in all respects.

1.18 Understanding and Effect of This Agreement.

A. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into this Agreement.

B. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.

C. And, Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.

1.19 Paragraph Headings. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

1.20 Attorney's Fees and Costs. In the event of breach of this Agreement, the non-breaching party shall recover the attorney's fees and court costs that result from action or lawsuit brought to remedy the breach.

1.21 CONSULTANT's, Sub CONSULTANT's, Agents and Their Employees. It is acknowledged that CONSULTANT's, Sub CONSULTANT's, Agent's and their employees engaged in the work performed under this Agreement are not employees or representative of CITY. All contracted employees engaged in work on CITY premise shall be at least 18 years of age. The CITY reserves the right to remove CONSULTANT or subcontractors' employees engaged in work on CITY

property. Typically, the removal of CONSULTANT's employees from CITY property will be associated with issues surrounding drug, alcohol, theft, or confrontation.

1.22 Duty of Notification. Upon filing for bankruptcy or insolvency proceeding by or against the CONSULTANT, whether voluntary or involuntary, or upon appointment of a receiver, trustee, or assignee for the benefit of creditors, the CONSULTANT shall notify the CITY, immediately. Upon learning of the actions herein identified, the CITY reserves the right, at their sole discretion, to either cancel the Agreement or reaffirm the Agreement.

1.23 Professional Licenses and Compliance with the Law. CONSULTANT shall be in possession of all professional licenses required to perform work prior to the commencement of the work and attached hereto as Exhibit A. Securing other occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Agreement shall be the sole responsibility of the CONSULTANT. CONSULTANT shall comply with all federal, state, and local laws, ordinances and regulations applicable to the work.

1.24 Work & Intellectual Property Rights. The work results and the reports, if any as described in the Scope of Services shall be considered confidential and proprietary and owned by the CITY, CONSULTANT shall not release any such reports or work without prior written consent of the CITY. All inventions and copyrightable works that CONSULTANT is obligated to disclose shall be, and remain, entirely the property of the CITY. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of the CITY. CONSULTANT hereby assigns to the CITY any rights it may have in such copyrightable works. CONSULTANT shall cooperate with CITY in obtaining any copyrights or patents.

1.25 Acceptance of RFP Terms: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest by the signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the CITY's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

1.26 Confidentiality: All information disclosed by the CITY to the Consultant for the purpose of the work to be done or information that comes to the attention of the Consultant during the course of performing such work is to be kept strictly confidential.

1.27 Conflict of Interest: No CITY Public Official and/or CITY employee shall have interest in any Agreement resulting from this RFP.

1.28 Agreement: This RFP, submitted documents, and any negotiations, when properly accepted by the CITY, shall constitute an Agreement equally binding between the CITY and CONSULTANT. No different or additional terms shall become a part of this Agreement with the exception of a written Amendment.

1.29 Ethics: The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the CITY.

A. No Officer or Employee Interest. No officer or employee of CITY shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No officer or employee of CONSULTANT nor any member of their families shall serve on a CITY board or committee or hold any such position which either by rule, practice or action nominates,

recommends, or supervises CONSULTANT's operations, or authorizes funding to CONSULTANT. No officer, member or employee of CITY and no members of its governing body, and no other public official of the governing body of the locality or localities in which the project which this Agreement is a part shall (1) participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which (s)he is, directly or indirectly, interested, or (2) have any interests, direct or indirect, in this Agreement or the proceeds thereto.

B. Assignability. CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of CITY.

C. Interest of CONSULTANT. CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed as specified in this Agreement. CONSULTANT further covenants that in the performance of said services no person having any interest shall be employed.

D. Equal Employment Opportunity. CONSULTANT, by entering into this Agreement, or any person acting in its behalf, agrees that it shall not, because of race, color, sex, religion, age, disability, marital status, sexual orientation, ancestry, or national origin, discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this agreement or any sub-Agreement executed in the furtherance thereof.

E. Contingent Fees. CONSULTANT warrants that no person or company has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees; nor has CONSULTANT paid or agreed to pay any person, company, corporation, or firm, other than a bona fide employee, any fee, commission upon, or resulting from award of this Agreement. For any breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any other damages and shall be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

F. Affidavit. A sworn affidavit may be required to be submitted by each officer, employee, or agent of CONSULTANT who has been in contact or communicated with any officer, agent, or employee of CITY during the past calendar year concerning the provision of these services. The affidavit shall contain the following statement.

"I do solemnly swear that neither I, nor to the best of my knowledge, any member of my firm or company have either directly or indirectly restrained free and competitive bidding for these consultive services by entering into any Agreement, participating in any collusion, or otherwise taking any action unauthorized by the governing body of the CITY, or in violation of applicable law."

G. Amendments. Unless otherwise provided for in this Agreement or in the appendices attached hereto, all changes, including any increase or decrease in the amount of CONSULTANT's compensation or scope of services, which are mutually agreed upon by and between CITY and CONSULTANT, shall be incorporated in written amendments to this Agreement and signed by the parties hereto. No alteration or variation in the terms of this Agreement shall be valid unless made in writing as required herein.

H. Default. If either party defaults in the performance of the Agreement or any of its covenants, terms, conditions, or provision, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing the Agreement or from pursuing any remedy provided thereunder.

I. In any interpretation of this Agreement, the terms of this Agreement shall prevail over the terms set forth in any of the appendices hereto.

1.30 Failure to Deliver: In the event of failure of the Consultant to deliver services in accordance with the Agreement terms and conditions, the CITY, after due oral or written notice, may procure the services from other sources and hold the Consultant responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the CITY may have.

A. Time for Completion. The date of beginning and the time for completion of the specified work are essential conditions of this Agreement. If CONSULTANT shall fail to complete the work within the Agreement time as set forth in 5.5 and Exhibit A or extension of time granted by CITY, then CONSULTANT shall be in default after the time stipulated in the Agreement. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then CITY shall be entitled, to the recovery of direct damages, if any, resulting from such failure, in addition to any other remedies it may have.

B. Correction of Work. CONSULTANT shall promptly replace and/or re-execute work rejected by CITY for failure to comply with this Agreement, without expense to CITY. However, CITY shall give expeditious and thorough consideration to all reports and sketches, estimates, drawings and specifications, proposals and other documents submitted by CONSULTANT and shall inform CONSULTANT of any decisions concerning adequacy of the work within a reasonable time.

C. Disputes. If any disputes upon any matter pertaining to this Agreement arise between the parties hereto, any claim upon such dispute shall be presented in writing to CITY by CONSULTANT within ten (10) business days of the commencement of the dispute or the same shall be deemed waived by CONSULTANT. Notice of such claim need not be specific in detail but shall be sufficient to identify the character and scope of the claim. CITY shall consider said claim and render its decision thereon in writing not later than ten (10) business days following the date notice of said claim was received by CITY. In the meantime, CONSULTANT shall proceed with the work as directed by CITY. If CONSULTANT is aggrieved by the decision of CITY upon its claim, CONSULTANT shall nevertheless comply therewith and complete the work required thereunder, and under this Agreement. By giving timely notice of its claim according to this paragraph, CONSULTANT shall preserve its claim for future proceedings or litigation, if necessary. However, the existence of any dispute shall not serve as reason to terminate or delay the work required under this Agreement.

1.31 Nonconforming Terms and Conditions: A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. CITY reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the CITY of non-responsiveness based on the submission of nonconforming terms and conditions.

1.32 Failure to Enforce: Failure by the CITY at any time to enforce the provisions of the Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Agreement or any part thereof or the right of the CITY to enforce any provision at any time in accordance with its terms.

1.33 Patents/Copyrights: The Consultant agrees to protect CITY from any claims involving infringements of patents and/or copyrights. In no event shall the CITY be liable to a Consultant for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void and Agreement resulting from response to the RFP.

1.34 Exhibits and Special Provisions:

A. Exhibits Included:

Exhibit A, Scope of Work, Cost Estimate, and Schedule

Exhibit B, Hourly Rate Schedule

B. Total Agreement: This Agreement, (together with the exhibits identified above) constitutes the entire Agreement between CITY and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties have signed and subscribed their names hereon and have caused this Agreement to be duly executed as of the day and year first set forth above.

NORTH OGDEN CITY

By: Brent R. Taylor, Mayor

ATTEST:

S. Annette Spendlove, MMC
City Recorder

LEGAL APPROVAL:

Jonathan Call, City Attorney

CONSULTANT:

Civil Solutions Group, Inc.

By: Jake Young, Senior Land Planner

STATE OF UTAH)
 : §
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by (name) _____, (title) _____, of _____ County.

NOTARY PUBLIC

My Commission Expires:

Residing at _____