CONSULTANT AGREEMENT

PROJECT NAME: ________________________________________________________________

THIS AGREEMENT is made and entered into this __________ day of ______ 2010 by and between
___________________________________________, a __________ corporation, located at ___________________________ (“Client”); and FEHR & PEERS, a California corporation, headquartered at 100 Pringle Avenue, Suite 600, Walnut Creek, California 94596 (“Consultant”).

WITNESSETH THAT, in consideration of the premises and covenants hereinafter set forth, the parties agree as follows:

1. Consulting Services. Consultant agrees to perform the consulting services described in Exhibit A, Scope of Services. Consultant shall not be compensated for any work performed in addition to that set forth in Exhibit A unless the parties specifically so agree in writing.

2. Data To Be Furnished. All information, data, reports, records and maps with respect to the Project which are available to Client and which Client deems reasonably necessary for the performance of work set forth in Exhibit A, shall be furnished to Consultant without charge by Client.

3. Personnel. Consultant agrees that it will employ, at its own expense, all personnel necessary to perform the services required by this Agreement and in no event shall such personnel be the employees of Client. All of the services required hereunder shall be performed by Consultant under the direction of _________________, and all personnel engaged therein shall be fully qualified under applicable federal, state and local law to undertake the work performed by them. Consultant assumes full and sole responsibility for the payment of all compensation and expenses of such personnel and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

4. Compensation. Client shall pay Consultant an amount not to exceed the sum of ____________ as consideration for the services as set forth in Exhibit B. The fee shall include overhead and incidental expenses, for which no additional compensation shall be allowed.

In order to effect timely payment to Consultant, Consultant shall submit invoices to Client on or before the first (1st) day of each month. The invoices shall describe in reasonable and understandable detail the services rendered, fees charged and expenses incurred by Consultant during the previous month. Payment of said monthly invoices shall be considered past due after thirty (30) days of receipt by Client.

5. Time of Performance. (a) Consultant shall commence the performance of its services under this Agreement on ________________, and shall diligently proceed therewith in accordance with the schedule set forth in Exhibit C, time being of the essence in the performance of this Agreement. If the project scope, required data, and/or comments are delayed by the Client, the due dates in this schedule will be extended accordingly.

(b) Consultant understands and acknowledges that Client may suffer damages as a result of Consultant’s tardiness in performance of its services under this Agreement. Consultant, therefore, agrees to give Client as much notice as practicable of any foreseeable delay in the completion of Consultant’s services in accordance with the schedule set forth in Exhibit C.

6. Term. The term of this Agreement shall commence as of the date first-above written and shall continue until the earliest to occur of the following:

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(a) the date on which Consultant notifies Client in writing that it has completed all of the services required hereunder and Client notifies Consultant in writing that these services have been completed to Client's satisfaction; or

(b) This agreement is terminated for convenience and without cause by either party upon seven days' written notice.

7. Ownership of Documents. The work papers, drawings, photographs and any other written or graphic material, including AutoCad files, hereinafter materials, prepared by Consultant for this Project are instruments of the Consultant's service for use solely with respect to this Project and, unless otherwise provided, the Consultant shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall be permitted to retain copies, including reproducible copies of Consultant's materials for information and reference in connection with the Client's use on the Project. The Client or others shall not use the Consultant's materials on other projects, or for changes to this Project without the express written consent of the Consultant. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication or violation of copyright.

8. Consultant's Insurance. Consultant shall procure and maintain, with insurance companies authorized to do business in the State of California and, except for policies issued on behalf of underwriters at Lloyds, London, assigned an A.M. Best's rating of no less than A-(I X), the following insurance coverage, written on the ISO form shown (or its equivalent) at the limits of liability specified for each:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability Insurance</td>
<td>$1 million/occurrence</td>
</tr>
<tr>
<td>(ISO Form CG 0001 11/85)</td>
<td>$2 million aggregate</td>
</tr>
<tr>
<td>Automobile Liability Insurance (ISO Form CA 0001 12/90)</td>
<td>$1 million/occurrence</td>
</tr>
<tr>
<td>Workers' Compensation Insurance</td>
<td></td>
</tr>
<tr>
<td>Employer's Liability Insurance</td>
<td>$1 million policy limit</td>
</tr>
<tr>
<td>Professional Liability Insurance</td>
<td>$1 million/per claim/</td>
</tr>
<tr>
<td></td>
<td>$2 million aggregate</td>
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</tbody>
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9. No Discrimination in Employment. In connection with the performance of this contract, Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

10. Law Abiding. Consultant shall observe and comply with all federal, state, and local laws or ordinances that affect those employees, or those engaged by him on the project or the materials or equipment used or the conduct of the work.

11. Written Reports. Consultant agrees to submit their written reports on disk in the format to be specified and mutually agreed upon and as hard copy.

12. Attorneys' Fees/Arbitration. In the event it is necessary to take legal action to collect monies due and owing pursuant to this Agreement, such legal action shall be by way of binding Arbitration, which shall take place in Utah utilizing a single Arbitrator. The Arbitration shall take place under the auspices of either the American Arbitration Association or JAMS, at the election of the party commencing Arbitration. The prevailing party in the Arbitration will be entitled to attorneys' fees and Arbitration expenses incurred, in addition to any other relief sought. In the event such action is necessary to collect monies due pursuant to this Agreement, the reasonable value of the Consultant's time and expenses spent for such collection action, calculated according to the Consultant's prevailing fees schedule and expense policies, shall also be awarded by the Arbitrator. Only legal action to collect monies due and owing pursuant to this Agreement shall be resolved by way of Arbitration. Any other legal proceedings of any kind or nature whatsoever shall be brought in the appropriate Court of law having competent jurisdiction and each party, including the prevailing party, must bear its own costs and attorneys' fees, in that event.

13. Third Party Rights. The services provided for in this Agreement are for the sole use and benefit of Client, Consultant, and Subconsultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client, Consultant, and Subconsultant.

14. Notices. Any notice or demand desired or required to be given hereunder shall be in writing and be deemed given when personally delivered or sent by certified or registered mail, and addressed to the parties as set

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forth above or to such other address as either party shall have previously designated by such a notice. Any notice so delivered personally shall be deemed to be received on the date of delivery and any notice so mailed shall be deemed to be received five (5) days after the date on which it was mailed.

15. **Waivers.** Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement. If any provision of this Agreement is determined to be illegal or unenforceable for any reason, the same shall be severed from the Agreement and the remainder of the Agreement shall be given full force and effect.

16. **Modification.** No waiver, alteration, modification or termination of this Agreement shall be valid unless made in writing.

17. **Assignment.** Consultant shall not assign, transfer or otherwise dispose of this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of Client. Subject to the provisions of the preceding sentence, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the parties hereto.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

19. **Electronic Signature.** Pursuant to the Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transaction Act, both parties agree to accept an electronic signature as a valid replacement of an ink and paper signature for all business transactions related to the subject project.

20. **Entire Agreement.** This Agreement sets forth the entire understanding between the parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, letters of understanding or other promises, whether oral or in writing.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT the day and year first-above written.

“Consultant”

FEHR & PEERS
a California Corporation

Dated:__________________________

By: ____________________________
   Printed

By: ____________________________
   Signed

Title: ____________________________

“Client”

[a ____________________________ Corporation]

Dated:__________________________

By: ____________________________
   Printed

By: ____________________________
   Signed

Title: ____________________________

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