CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("Agreement"), is made and entered into this 24th day of October, 2019, by and between the CITY OF MOAB, a public entity of the State of Utah (the "City") and KIMLEY-HORN AND ASSOCIATES, INC., a Utah corporation (the "Consultant").

WITNESSETH

WHEREAS, the City issued a Request for Statement of Qualifications (SOQ) for Professional Design Services for the City of Moab Downtown Parking Structure; and

WHEREAS, Consultant is an engineering firm which, based upon its experience, expertise, and the other selection criteria set forth in the Request for SOQs, has been selected to perform Professional Design Services for said project.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the parties agree as follows:

1. **Agreement:** This Consulting Services Agreement consists of this document and all subsequent Amendments issued hereunder.

2. **Scope of Services/Coordination:** Consultant’s Scope of Services (“Services”) to the City consists of the attached proposal dated Oct. 16, 2019 and the fee proposal dated Oct. 16, 2019 including:
   a. Evaluate previous analyses, studies, reports, and physical condition of the existing site(s) during the programming and concept selection phase of the project.
   b. Conduct necessary field and regulatory investigations sufficient to support analysis and design of the DPS including seasonal and long-term traffic and parking growth.
   c. Develop parameters to optimize the parking structure layout and maximize available land usage.
   d. Provide drawings and renderings of final recommended conceptual plans.
   e. Assist the City with coordination between City stakeholders, including the Project Manager and the City’s Project Review Committee.
   f. Solicit and respond to community involvement in an effort to receive input on the functional design and architectural concepts.
   g. Prepare construction documents for the DPS. The construction documents shall be compliant with requirements and provisions of the 2018 International Building Code with amendments, the U.S. Green Building Council (USGBC) Parksmart standards, as well as Utah Chapter of APWA standards and specifications. The project delivery system shall be by Design, Bid, and Build.
   h. Prepare opinions of probable construction cost, construction schedules, and phasing plans for construction of the DPS.
i. Provide support services through bid award including pre-bid meeting attendance, bid tabulation and pre-construction meeting attendance. Shop drawing review throughout the construction phase will also be required.

j. Prepare an Operations & Maintenance Manual including anticipated maintenance costs and maintenance plan for a 20-year time frame.

4. **Compensation and Invoicing:** The Consultant agrees to invoice the City for providing Services according to the approved Billing Rates. The total invoiced cost may not exceed the maximum cost established within the Agreement. The City will pay the Consultant any undisputed amount within 30 days of receiving an invoice. If the City disputes an amount on an invoice, it will provide the Consultant written notice of the dispute within 10 days or receiving the invoice. Upon resolving the dispute, the City will pay the Consultant the resolution amount within 10 days of the resolution.

5. **Schedule:** Time is of the essence in the completion of the tasks specified in this Agreement. Services under this Agreement will begin upon execution of the Agreement and issuance of a Notice to Proceed by the City and must be completed in accordance with schedule established in the Agreement and set forth in Exhibit 1, attached. However, times for performance may be extended as necessary due to unforeseen events or occurrences caused by any factor outside the affected party’s reasonable control. The parties agree to confer in good faith with regard to a contract amendment in the event that any party’s performance is delayed or impaired as a result of any such unforeseen event or occurrence.

6. **Term of Agreement:** This Agreement terminates December 31, 2020. The parties may mutually extend this Agreement for an additional one-year term if both parties provide written confirmation of the extension prior to the expiration of this Agreement.

7. **Amendments:** Any change in this Agreement must be mutually agreed upon by the City and the Consultant and must be set forth in a written amendment to this Agreement.

8. **Sub-consultant Agreements:** Work covered under this Agreement will be performed by the Consultant or, at a minimum, under its supervision. All personnel engaged in providing Services must be fully qualified and must be authorized or permitted under State and local law to perform such services. In order to perform one or more of the services listed in the Scope of Services, it may be necessary for the Consultant to retain the professional services of various sub-consultants. Only sub-consultants and their associated hourly rates and fees as listed in the Consultant Statement of Qualifications will be preapproved for services. For any sub-consultant not listed in the Consultant Statement of Qualifications, the Consultant must receive written prior approval from the City of the unlisted sub-consultant and its associated hourly rates and fees prior to that sub-consultant performing any services under this Agreement. The City reserves the right to withhold approval of any non-preapproved sub-consultant for any reason.

9. **City’s Obligations:**
(a) The City will provide, at no expense to the Consultant, such books, maps, records, plans, reports, statistics or other data or information, which are existing, as may be reasonably required by the Consultant to perform the tasks or services within two working days after receipt of a written request by the Consultant for such data.

(b) The City will promptly review all documents, plan reports, studies, or other submittals from the Consultant.

10. **Assignment**: The Consultant may not assign any obligation under this Agreement and may not transfer any obligation contained herein whether by assignment or novation.

11. **Discrimination**: The Consultant must comply with all applicable federal, state, and local employment laws including, but not limited to, those which prohibit discrimination based on one's race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity.

12. **Conflicts of Interest**: The Consultant represents and warrants that none of its officers, employees, or immediate family members of its officers and employees is or has been an elected official, employee, board member, or commission member of the City or its affiliates who influences the RFP process, selection of a consultant, or the subsequent written agreement. The Consultant also represents and warrants that it has not provided any compensation in any form, whether directly or indirectly, to an elected official, employee, board member, or commission member of the City or its affiliates who influences the RFP process, selection of a consultant, or the subsequent written agreement.

13. **Status Verification**: The Consultant represents and warrants that it and each sub-consultant participates in the Status Verification System as required under the Utah Immigration Accountability and Enforcement Act (UCA 63G-12-101 et seq.). The Consultant and any sub-consultant must provide certification to the City of its participation in the Status Verification System prior to performing any Services under this Agreement.

14. **Records**: The Consultant must maintain complete and accurate records with respect to charges for services and expenses reimbursable under this Agreement. All such records must be maintained on a generally accepted accounting basis and must be clearly identified and available to the City for audit. The Consultant must provide free access to the representatives of the City or their appointees at all proper times to such books and records. The City has the right to examine and audit such books and records, and to make copies and transcripts therefrom as necessary, and to inspect all work data, documents, proceedings, and activities related to this Agreement for a period of three years from the date of final payment under this Agreement.

15. **Ownership of Materials**: All materials, maps, models and other documentation prepared in providing services pursuant to this Agreement, whether completed or
uncompleted, or draft or final, will become the property of the City and must be submitted to the City upon completion of each assignment or the earlier termination of the Consultant's services with respect to such assignment, provided the City has substantially performed its obligations, including prompt payment of all sums when due Consultant, under this Agreement. The Consultant hereby assigns to the City all the Consultant's ownership and retained rights in such materials, maps, models and other documentation, including the copyright. The City will have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. However, any modifications or reuse of such reports, data, or other materials without the written verification or adaptation by the Consultant for the specific intended purpose shall be without liability or legal exposure to the Consultant. Credits for work prepared by the Consultant will be included with all documents issued by the City. The Consultant retains the right to duplicate and retain copies of all reports, maps and other documents prepared in providing services pursuant to this Agreement.

16. **Independent Contractor Relationship:** The legal relationship of the Consultant to the City with respect to the Services required under this Agreement is that of an independent contractor and not as an agent or employee.

17. **Representatives and Notices:** The following are designated as representatives of the parties to this Agreement:

(a) The City designates Sommar Johnson, City Recorder of the City of Moab, as its representative in all matters under this Agreement and all notices given to the City must be addressed to the City of Moab, 217 east Center Street, Moab, Utah 84532, Attention: Sommar Johnson, City Recorder.

(b) The Consultant designates __________________________ as its representatives in all matters under this Agreement and all notices sent to the Consultant must be addressed to the above designated representative at __________________________.

18. **Indemnification:** The Consultant agrees and covenants to indemnify, and hold harmless the City and the City of Moab, and their officials, officers, directors, employees, agents, successors and assigns, from and against any and all claims, losses, liabilities, damages, and expenses, including reasonable attorneys' fees, arising out of or based upon: (i) any negligent act, error or omission or intentional misconduct of the Consultant, the Consultant's sub-consultants or their officers, principals, members, partners, employees, agents, successors, executors, administrators or assigns in the performance of services or work pursuant to this Agreement, or (ii) any breach of this Agreement.

19. **Termination for Cause:**
(a) If the Consultant fails to fully perform in a timely and proper manner its obligations under this Agreement, or if the Consultant violates any of the covenants, agreements, or stipulations of this Agreement, the City will thereupon have the right upon not less than 15 days' prior written notice to terminate this Agreement effective as of the date set forth in such written notice. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant or the Consultant's sub-consultants under this Agreement will, at the option of the City, be delivered to the City, and upon payment of all undisputed amounts for all services satisfactorily performed prior to the effective date of termination.

(b) If the City fails to fully perform in a timely and proper manner its obligations under this Agreement, or if the City violates any of the covenants, agreements or stipulations of this Agreement, the Consultant will thereupon have the right upon not less than 15 days' prior written notice, to terminate this Agreement effective as of the date set forth in such notice. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Agreement will, at the option of the City, be delivered to the City, and the City must pay the Consultant in accordance with this Agreement all undisputed amounts for all services satisfactorily performed prior to the effective date of termination.

Notwithstanding the above, the City will not be relieved of liability to the Consultant for damages sustained by the Consultant by virtue of any breach of this Agreement by the City.

20. **Termination for Convenience:** The City may terminate this Agreement and/or the Services with respect to a project assigned pursuant to this Agreement for its convenience at any time by serving the Consultant with notice in writing stating an effective date of termination at least five days hence, at which time this Agreement and/or the assignment of a project is deemed terminated. If the City terminates this Agreement and/or an assignment as provided herein, the Consultant will be paid all undisputed amounts for all services rendered and expenses incurred in accordance with this Agreement to the effective date of termination.

21. **Compliance with Laws:** The Consultant must comply with all applicable federal, state and local laws, ordinances, codes and regulations including, but not limited to, obtaining all applicable licenses and permits to perform Services.

22. **Confidentiality:** All of the draft and final reports prepared or assembled by the Consultant under this Agreement are confidential until made public by the City unless disclosure is compelled by process of law, court, or regulatory order. The Consultant agrees that the draft and final reports may not be made available to any person or organization without the prior written approval of the City. The Consultant also agrees to keep any information received from the City confidential unless the City provides prior written approval authorizing the release of such information.

23. **Applicable Law.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby is governed by, construed under, and enforced in accordance
with the internal laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions, whether of the State of Utah or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than Utah.

24. **Attorneys' Fees.** If any dispute arises out of the obligations of the Parties under this Agreement or concerning the meaning or interpretation of any provision contained herein, the non-prevailing party will pay the prevailing party's costs and expenses of such litigation including, without limitation, reasonable attorneys' fees.

25. **Standard of Care:** Consultant represents that the Services performed by Consultant under this Agreement are conducted in a manner consistent with that level of care and skill ordinarily exercised by or under the direction of members of Consultant's profession currently practicing in the same locality and under similar conditions.

26. **Insurance:** The Consultant must secure and maintain throughout the term of this Agreement and the term of any extension hereof from insurers licensed by the State of Utah and acceptable to City, the following insurance coverages with insurance limits specified below:

   a. Workers' Compensation Insurance with statutory limits;
   b. Employers Liability Insurance with limits of not less than $1,000,000;
   c. General Liability Insurance with combined single limits of not less than $1,000,000 per claim/annual aggregate;
   d. Automobile Liability Insurance, including owned, non-owned and hired vehicles, with combined single limits of not less than $1,000,000 per claim/annual aggregate;
   e. Professional Liability Insurance with limits of not less than $1,000,000 per claim/annual aggregate and a per claim deductible not greater than $25,000, unless approved by the City in writing, to be maintained continuously for not less than two years after the termination of this Agreement or any extension hereof;
   f. Valuable Papers and Records Insurance - $50,000 per occurrence; and
   g. Electronic Data Processing Insurance (Data and Media Coverages) - $50,000 per occurrence.

   The City of Moab must be named as additional insureds of the coverages required by Subparagraphs 22c and 22d above. The maintenance in full force and effect of the insurance coverages and limits of liability required by this paragraph 22 is a condition precedent to the Consultant's exercise or enforcement of any rights under this Agreement. The Consultant may not commence services under this Agreement until all the insurance required herein have been obtained by the Consultant. Upon request of the City, the Consultant shall furnish to the City Certificates of Insurance verifying that such insurance has been obtained. Such Certificates of Insurance shall incorporate a commitment to provide written notice to the City at least 30 days prior to any cancellation, non-renewal or material modification of the policies. If the Consultant at any time neglects or refuses to procure the insurance required by this paragraph 22, or should such insurance be
cancelled, the City has the right, but not the obligation, to procure such insurance at the cost and expense of the Consultant, and the cost thereof may be deducted from any monies then due or thereafter due to the Consultant. If the City or The City of Moab is damaged by the failure of the Consultant to purchase and maintain the insurance coverage and limits of liability required by this paragraph 22 of this Agreement, the Consultant will bear all reasonable costs, expenses and damages incurred by the City or The City of Moab arising out of such failure to purchase and maintain the insurance coverage and/or limits of liability required by this paragraph 22. When requested by the City, the Consultant agrees to make available for inspection and copying by the City, the original insurance policies required by this paragraph 22, including the declarations page and any endorsements to such policies.

27. **Severability:** In the event that any provision of this Agreement is held to be void, the voided provision will be considered severable from the remainder of this Agreement and will not affect any other provision in this Agreement. If the provision is invalid due to its scope or breadth, the provision will be considered valid to the extent of the scope or breadth permitted by law.

28. **Entire Agreement:** This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements whether oral or written, and may only be modified or amended as herein provided; and the parties further agree that the terms and conditions of any order or other instrument issued by either party hereto in connection with this Agreement which are additive to or inconsistent with the provisions of this Agreement, except a duly executed amendment hereto, shall not amend this Agreement.

IN WITNESS WHEREFORE, the City of Moab and the Consultant have executed this Agreement the day and year first above written.

**THE CITY OF MOAB**

Emily S. Niehaus, Mayor

[Signature]

**Consultant**

Benjamin J. Henderson, SE
Project Manager, Associate

[Signature]

Attest:

Sommar Johnson, Recorder

[Signature]

Date: **OCT 24, 2019**
October 16, 2019

Mr. Chuck Williams, PE
City Engineer
City of Moab
217 East Center Street
Moab, UT 84532

Re: Moab Downtown Parking Structure
Moab, UT

Dear Mr. Williams:

We are pleased to submit this proposal to provide professional design services for the above referenced project.

**Project Understanding**

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant"), along with sub-consultants Jones & DeMille Engineering, Inc. (JDE), Naylor Wentworth Lund Architects (NWLA), Van Boerum & Frank Associates, Inc. (VFBA), GeoStrata LLC, and Raines Consulting will provide professional design services for Downtown Parking Structure (DPS) for the City of Moab ("Client" or "Owner").

The DPS will provide approximately 320 parking stalls and will be located on the existing City owned parking lot near the center of the city block bounded by Main Street to the east, 100W to the west, Center Street to the south, and 100N to the north. The Owner's total design and construction budget for this project is estimated at $8.3M.

**Scope of Services**

Kimley-Horn will provide the scope of services as specifically described below.

**Task 1: Programming and Concept Selection**

1. Meet in person at Client offices for one project kick-off meeting.
2. Meet in person at Client offices for up to three Design Advisory Committee meetings. We assume approximately one per month. We assume that the first Design Advisory Committee meeting will coincide with the project kick-off meeting.
3. **Coordinate and facilitate one community engagement meeting.** We assume the meeting will be held in a City owned facility. We will provide all material and equipment required to facilitate the meeting. Materials and event costs not specifically required for the meeting will be paid for by the Client. **The purpose of this meeting will be to review the possible parking structure and landscape architecture aesthetic elements and the possible material palette, color palette, streetscape and green screen plant palettes, lighting,**
external signage, and site furnishing options. We will be looking to gather the community’s opinions and preferences.

4. Develop up to five functional alternatives for the layout of the parking structure. These alternatives will include review of the following:
   a. Internal functional layout
   b. Review of entrance/exit locations
   c. Review of parking structure footprint, structure height, and below ground parking feasibility
   d. Parking structure orientation on the site
   e. Impacts on adjacent buildings and property
   f. Concept level construction staging/constructability review
   g. Review of property control risks
   h. Concept level coordination with future private development plans
   i. Review of utility conflicts
   j. Review structural system options

5. Provide a concept level opinion of probable construction cost (OPCC) for all of the functional alternatives developed. Submit for review by the City.

6. The Client and Design Advisory Committee shall select the preferred functional concept and the preferred structural system.

7. Perform a review of sustainable design opportunities, which will be guided by the ParkSmart certification process. Discuss the sustainable solutions with the City and the Design Advisory Committee at a Design Advisory Committee Meeting.

8. Provide a concept level OPCC for sustainable solutions.

9. The City and the Design Advisory Committee shall select which sustainable solutions to incorporate into the design of the parking structure.

10. Identify property control issues. Facilitate initial coordination between the City and adjacent property owner(s) to identify solutions to address the project’s property acquisition needs.

11. Complete traffic counts. We assume the traffic counts will occur on city streets directly adjacent to the project site. Obtain from the City any available existing and projected traffic volume data.

12. Develop base mapping (topographic survey) as required by the design team to complete the design. The site will be flown with a drone to obtain current aerial imagery. The surface will be developed through various surveying methods including scanning, GPS, and robotic total station.

13. Identify existing Right-of-Way (ROW)
   a. Research existing owner and property information and property boundaries for the project area.
   b. Provide property/ownership line work.
   c. Conduct field survey of property boundary evidence.

14. Identify and locate utilities
a. Update utility company contact list. We will contract and inform the private utility companies of the pending project. We will gather updated utility information from the utility providers.
b. Complete field survey of existing utilities.
c. Create CAD file of existing utilities.

15. Obtain up to four soil borings on the existing site. Borings are to be extended to a depth of up to 30 feet, with up to 5 feet of rock coring. Provide draft Geotechnical Report to report findings and preliminary design recommendations to the design team and the Client.

Task 2: Design Development Phase

1. Meet in person at Client offices for up to three Design Advisory Committee meetings. We assume approximately one per month.

2. Based on input from the Design Advisory Committee and the community engagement meeting in Task 1, develop up to three aesthetic design options, including exterior façade, conceptual marquis signage, lighting, and exterior signage/wayfinding. Present the three options to the Design Advisory Committee for selection of up to two preferred options. We assume that façade options will meet code requirements for “open air” such that a sprinkler system and ventilation of garage will not be required on all levels above grade.

3. Present up to two preferred exterior façade options to the community during the second community engagement meeting. From this meeting and the input received from the community, the City and the Design Advisory Committee shall select the exterior façade concept to move forward with in design.


5. Perform preliminary code review for preferred parking structure concept. Meet in person with City of Moab code official to review findings of preliminary code review. We assume that this meeting will happen concurrently with one of the Design Advisory Committee meetings.

6. Continue to facilitate coordination between the City and adjacent property owner(s) to identify solutions to address the project’s property acquisition needs. Develop preliminary ROW plans and property acquisition documents.

7. Coordinate with the City to identify other planned roadway improvements and other private development in the area that could impact traffic conditions.

8. Complete traffic study. Scope of traffic study assumes that entrance to the parking structure will be at the current intersection of 100W and Williams Way. Present the findings via a report in PDF format. After responding to City comments, the final report will be submitted to the City in PDF format.

9. Complete preliminary intersection/roadway improvements design. Complete design development level plans that will include the basic design concepts including location of standard sidewalk ramps, signing, and marking. Identify new right of way needs, if required.

10. The following elements are assumed to be included in the Mechanical, Electrical, Plumbing, and Security design efforts:
   a. Electrical
i. Photovoltaic system design
ii. Security
   1. CCTV system
   2. Future access control
iii. Fire alarm design
iv. Power
   1. Elevator
   2. Parking garage lighting
   3. Electric vehicle charging stations
b. Mechanical
   i. Stormwater sewer drainage system
   ii. Sanitary sewer drainage system
   iii. Rain harvesting
c. Fire Protection
   i. Standpipe system
11. Attend a site plan pre-application conference with the City.
12. Complete Design Development level construction documents and technical specifications. Submit plans and specifications in PDF form to City for review. The Design Development construction documents will include the following plans:
   a. Demolition Plans
   b. Erosion Control Plans
   c. Site / Grading Plans
   d. Landscape Architecture Plans
   e. Utility Plans
   f. ROW Plans
   g. Offsite Roadway Improvement Plans
   h. Traffic Signal / Signing / Marking Plans
   i. Foundation Plans
   j. Framing Plans and Details
   k. Internal Traffic / Functional Plans
   l. Architectural Plans and Details
   m. Mechanical, Electrical, Plumbing, and Security Plans and Details
13. Submit site plan application.
14. Submit plans and technical specifications in PDF form to City for review. We assume one round of review comments by the City. Once comments are received from the City review process, we will address the comments in the Construction Document phase.
15. Update OPCC for project based on the Design Development construction documents. Submit for review by the City. Raines Consulting to attend up to one meeting with the City via conference call to review OPCC.
Task 3: Construction Document Phase

1. **Meet in person at Client offices for up to three Design Advisory Committee Meetings. We assume approximately one per month.**
2. Attend up to one Planning Commission Meeting and up to one City Council Meeting.
3. Finalize ROW plans and property acquisition documents.
4. Complete record of survey once property acquisition is completed.
5. Finalize design of all elements of the project. Complete construction documents and technical specifications.
6. Prepare Storm Water Pollution Prevention Plan (SWPPP).
7. Update OPCC for project based on the construction documents. Submit for review by the City.
8. Submit plans and technical specifications in PDF form to City for review. We assume one round of review comments by the City. Once comments are received from the City review process, we will address the comments and resubmit the final bidding documents for bidding.
9. Submit hard copy of plans to the City for building permit.

Task 4: Bid Phase

1. Answer contractor questions regarding plans and specifications during the bid process. Submit responses to the City for addendum issuance.
2. Assist with compiling and issuing up to two addendums.
3. Attend and facilitate a Pre-Bid Meeting.
4. Assist the City with review of bids and identification of successful contractor.

Additional Services

Any services not specifically provided for in the above scope, or that are beyond the assumptions listed below, will be considered additional services and can be performed for a mutually agreed upon lump sum. Additional services will only be performed after receipt of written notice to proceed by Client and include, but are not limited to, the following:

- Attendance at meetings beyond those noted.
- Professional services beyond those noted above.
- Construction administration.
- Construction inspection.
- Traffic Signal Warrant Analysis.
- Traffic Signal Design.
- Ventilation and Sprinkler Design for Enclosed Basement Level.
- Drone aerial imagery.
- Design of a bus/shuttle stop.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives.
Assumptions Made to Develop Fees

- There has been no request that the project seek LEED or Green Parking Council certification and therefore no LEED or GPC documentation is assumed.
- No future horizontal or vertical expansion of the garage will be accommodated in the design.
- The City shall be responsible for the Division 0 and Division 1 front end specifications.
- The design of parking and revenue control equipment will not be incorporated into this project.
- The City intends to fund the procurement, construction, and installation of the photovoltaic system through grant funding that the City will secure.
- A below ground level of the parking structure will be able to be designed such that it will be considered open and won’t require ventilation or sprinklers.
- We assume that no improvements to City infrastructure will required coordination with UDOT.
- Subsurface Utility Engineering will be completed to a Quality Level C, which includes gathering record data from the City and private utilities and surveying visible utility features on the surface.
- City will complete traffic counts and will provide data to Kimley-Horn. The City will provide the appropriate seasonal factors to be applied to traffic counts to provide design day traffic counts to be considered in the traffic study.
- Bus/shuttle stop is assumed to be on Center Street and is assumed to be designed and implemented in a future project. Up to one concept provided in this scope.
- The roadway design and traffic professional design services assume the following:
  - The entrance/exit to the DPS will be from 100W.
  - A 4-way stop will be designed for the intersection at 100W, Williams Way, and the new entrance/exit to the DPS.
  - The curb locations on 100W will not be modified.
  - The current entrance to the parking lot from Center Street will be removed and the existing curb cut removed.
- The City will take the lead on all property control and acquisition conversations and negotiations with adjacent property owners.

Schedule

This proposal is made in anticipation of conditions permitting continuous and orderly progress through completion of the services and assumes that notice to proceed is received by October 25, 2019. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. Kimley-Horn will work with the City of Moab on a mutually agreed-to schedule based upon the following general understanding:

<table>
<thead>
<tr>
<th>Design Phase</th>
<th>October 25, 2019 – July, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Bid</td>
<td>October, 2020</td>
</tr>
</tbody>
</table>

A draft meeting schedule including assumptions on consultant attendees, upon which this proposal has been based, is attached in Appendix A.
Fee and Expenses

Kimley-Horn will perform the design services for the lump sum fee of $848,600. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. All permitting, application, and similar project fees will be paid directly by the City.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our proposal is anticipated to be subject to an agreement based on the Client’s modified terms and conditions, which we have mutually reviewed and modified.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

Please email all invoices to ____________________________

Please copy ____________________________

We will commence services only after we have received a fully-executed agreement and have been authorized to proceed by the Client. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

[Signature]

Benjamin J. Henderson, SE
Project Manager
Associate
## APPENDIX A

<table>
<thead>
<tr>
<th>Month</th>
<th>Meeting</th>
<th>Attendees</th>
<th>Topics</th>
</tr>
</thead>
<tbody>
<tr>
<td>November</td>
<td>Kick-off Meeting DAC Meeting</td>
<td>KH - Ben and Lynn</td>
<td>General project overview, project priority discussion</td>
</tr>
<tr>
<td>(tentatively Nov 13)</td>
<td></td>
<td>JDE - Bret Sorensen</td>
<td>General functional layout and structural systems, material/color palette, options for sustainability, prep for Community Open House</td>
</tr>
<tr>
<td></td>
<td></td>
<td>NWLA - Terance White</td>
<td></td>
</tr>
<tr>
<td>Early-Dec</td>
<td>DAC Meeting Community Engagement Mtg</td>
<td>KH - Ben and Lynn</td>
<td>Review Community Open House material, review further refinement and conceptual costs of functional layout and structural system options</td>
</tr>
<tr>
<td>(tentatively Dec 2-3)</td>
<td></td>
<td>JDE - Bret Sorensen</td>
<td>Further review Parksmap guided sustainability options and associated costs</td>
</tr>
<tr>
<td></td>
<td></td>
<td>NWLA - Terance White</td>
<td>Present material/color palette options and discuss parking structure height; looking for community preferences</td>
</tr>
<tr>
<td>December</td>
<td>DAC Meeting</td>
<td>KH - Ben</td>
<td>Select preferred functional layout, structural system and sustainability options to include in the project</td>
</tr>
<tr>
<td>(tentatively Dec 18)</td>
<td></td>
<td>NWLA - John Gibbons</td>
<td>Review up to 3 aesthetic design options with conceptual costs; DAC to select 2 preferred options</td>
</tr>
<tr>
<td>January</td>
<td>DAC Meeting Community Engagement Mtg</td>
<td>KH - Ben and Lynn</td>
<td>Review the further developed 2 preferred aesthetic design options, which will include the preferred functional layout, structural system, and sustainability options incorporated into the structure</td>
</tr>
<tr>
<td></td>
<td>Site Plan Pre-Application Conference</td>
<td>JDE - Bret Sorensen</td>
<td>Present 2 preferred aesthetic design options to the community for community preference</td>
</tr>
<tr>
<td></td>
<td></td>
<td>NWLA - Terance White</td>
<td>Attend site plan pre-application conference with the City</td>
</tr>
<tr>
<td>February</td>
<td>DAC Meeting</td>
<td>KH - Ben</td>
<td>Present community preferred aesthetic design option to DAC; DAC to select preferred option</td>
</tr>
<tr>
<td></td>
<td></td>
<td>NWLA - 1 attendee</td>
<td>Present findings of traffic study and recommendations</td>
</tr>
<tr>
<td>March</td>
<td>DAC Meeting</td>
<td>KH - Ben and Christine Herrick</td>
<td>Review DD Documents</td>
</tr>
<tr>
<td></td>
<td></td>
<td>JDE - Via Phone</td>
<td>Review DD Opinion of Probable Construction Costs</td>
</tr>
<tr>
<td></td>
<td></td>
<td>NWLA - Via Phone</td>
<td></td>
</tr>
<tr>
<td>April</td>
<td>DAC Meeting</td>
<td>KH - Ben</td>
<td>Agenda TBD</td>
</tr>
<tr>
<td>May</td>
<td>DAC Meeting Planning Commission Meeting</td>
<td>KH - Ben</td>
<td>Agenda TBD</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Attend Planning Commission Meeting</td>
</tr>
<tr>
<td>May (late)</td>
<td>City Council Meeting</td>
<td>KH - Ben</td>
<td>Attend City Council Meeting</td>
</tr>
<tr>
<td>June</td>
<td>DAC Meeting</td>
<td>KH - Ben and Christine Herrick</td>
<td>Review CD Documents</td>
</tr>
<tr>
<td></td>
<td></td>
<td>JDE - Via Phone</td>
<td>Review CD Opinion of Probable Construction Costs</td>
</tr>
<tr>
<td></td>
<td></td>
<td>NWLA - Via Phone</td>
<td></td>
</tr>
</tbody>
</table>
# Kimley-Horn Downtown Parking Structure
## Design Fee / Cost Breakout 10/16/2019

<table>
<thead>
<tr>
<th>Firm</th>
<th>Task</th>
<th>Fee</th>
<th>Reimbursable Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kimley-Horn</td>
<td>Project Management</td>
<td>$70,000</td>
<td>$19,100</td>
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<tr>
<td></td>
<td>Public Involvement</td>
<td>$24,800</td>
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</tr>
<tr>
<td></td>
<td>Structural / Parking</td>
<td>$334,200</td>
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<tr>
<td></td>
<td>Landscape Architecture</td>
<td>$41,500</td>
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<tr>
<td></td>
<td>Traffic</td>
<td>$26,000</td>
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<tr>
<td>NWLA</td>
<td>Architecture</td>
<td>$131,900</td>
<td>$9,100</td>
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<tr>
<td>JDE</td>
<td>Project Management</td>
<td>$11,000</td>
<td>$2,800</td>
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<tr>
<td></td>
<td>Administrative / Mtgs</td>
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<tr>
<td></td>
<td>Site Civil / Roadway</td>
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<tr>
<td></td>
<td>Support to Concept Selection</td>
<td>$5,000</td>
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<tr>
<td></td>
<td>Traffic</td>
<td>---</td>
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<tr>
<td></td>
<td>Utilities</td>
<td>$17,000</td>
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<tr>
<td></td>
<td>Property Control / ROW</td>
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<tr>
<td></td>
<td>Survey</td>
<td>$10,000</td>
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<tr>
<td>VBFA</td>
<td>Mechanical</td>
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<tr>
<td></td>
<td>Electrical</td>
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<tr>
<td></td>
<td>PV Study / Design</td>
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<tr>
<td></td>
<td>Plumbing</td>
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<tr>
<td></td>
<td>Fire Protection</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Security</td>
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<tr>
<td>Geostrata</td>
<td>Geotechnical</td>
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<tr>
<td>Raines Consulting</td>
<td>Cost Estimating</td>
<td>$25,000</td>
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<tr>
<td><strong>Total:</strong></td>
<td></td>
<td><strong>$817,600</strong></td>
<td><strong>$31,000</strong></td>
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<tr>
<td><strong>Grand Total:</strong></td>
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<td><strong>$848,600</strong></td>
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</tbody>
</table>