

DESIGN PROFESSIONAL SERVICES AGREEMENT

This Design Professional Services Agreement (“**Agreement**”) is between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation (“**PCMC**”), and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation (the “**Design Professional**”).

PCMC and Design Professional want to enter into an agreement for the Design Professional to perform the services and tasks as specified below.

The parties therefore agree as follows:

ARTICLE 1 – SCOPE OF SERVICES.

- A. Scope of Services. Design Professional shall perform the services and tasks identified and designated as Design Professional responsibilities throughout this Agreement and as outlined in **Schedule A** attached to this Agreement (“**Scope of Services**”).
- B. Design Professional Representative. Design Professional designates **Brent Crowther** as the authorized representative vested with the authority to act on behalf of the Design Professional. Design Professional may change its designated representative by providing written notice to PCMC.
- C. PCMC Representative. PCMC designates **John Robertson** or their designee as its representative who has the authority to act on behalf of PCMC.

ARTICLE 2 – TERM.

This Agreement will become effective as of the date the last party signed it as indicated by the date associated with that party’s signature. The term of this Agreement ends at midnight on **12/31/2024** unless terminated sooner or extended as provided in this Agreement.

ARTICLE 3 – COMPENSATION, INVOICING, AND PAYMENT.

- A. Compensation. For performance of the Scope of Services, PCMC shall pay the Design Professional, on a time and materials basis a total fee in an amount not to exceed **\$50,000.00**. Any work performed beyond the defined Scope of Services requires a written request from PCMC. Compensation for such additional work shall adhere to the terms outlined in **Schedule B**, if attached. In the absence of a **Schedule B**, any compensation for extra work shall be determined based on a mutually agreed-upon written agreement between both parties.
- B. Invoicing and Payment. Design Professional shall invoice PCMC on a monthly basis for services completed during that period. PCMC shall pay Design Professional within 30 days of receipt of each invoice. Requests for earlier payment will be considered if a

discount is offered for the earlier payment. For services that remain unpaid for a period exceeding 60 days, interest will accumulate at a rate of six percent per annum.

ARTICLE 4 – SERVICE STANDARDS AND COMPLIANCE WITH LAWS.

- A. Service Standards. Design Professional shall be responsible for the quality of all services performed by its employees, agents, subcontractors, and all other persons (collectively, “**Subcontractors**”) performing any services under this Agreement. All services shall be executed with competence and in conformity with the standard of care, diligence, and skill ordinarily exercised by other design professionals within the Design Professional’s field or with the same or similar professional license in the same or similar locality under the same or similar circumstances. Notwithstanding the above, if the nature of the Scope of Services requires specialized design expertise, then Design Professional shall perform the design services consistent with the specialized design expertise.
- B. Conformance to Laws. In providing services under this Agreement, Design Professional and its Subcontractors shall comply with all applicable federal, state, PCMC, and other local laws, regulations, and ordinances, including applicable licensure and permit requirements, regulations for certification, operation of facilities, and accreditation, employment laws, and any other standards or criteria described in this Agreement.
- C. E-Verify. Design Professional shall register and participate in E-Verify or an equivalent program for each employee employed within the state of Utah if this Agreement is entered into for the physical performance of services within Utah, unless exempted by Utah Code § 63G-12-302. Design Professional shall require that each of its Subcontractors, at every tier, certify under penalty of perjury that each Subcontractor has registered and is participating in E-Verify or an equivalent program, to the extent applicable.

ARTICLE 5 – RECORDS AND INSPECTIONS.

- A. Records. Design Professional shall keep any records, documents, invoices, reports, data, information, and all other material regarding matters covered, directly or indirectly, by this Agreement for six years after expiration of this Agreement. This includes everything necessary to properly reflect all expenses related to this Agreement and records of accounting practices necessary to assure proper accounting of all expenses under this Agreement.
- B. Inspection of Records. Design Professional shall make all of the records referenced in this section available for inspection to PCMC, its authorized representatives, the State Auditor, and other government officials authorized to monitor this Agreement by law. Design Professional must permit PCMC or its authorized representative to audit and inspect any data or other information relating to this Agreement. PCMC reserves the

right to initiate an audit of the Design Professional's activities concerning this Agreement, at the expense of PCMC, utilizing an auditor selected by PCMC.

- C. Government Records Access and Management Act. PCMC is subject to the requirements of the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code (“GRAMA”). All materials submitted by Design Professional related to this Agreement are subject to disclosure unless the materials are exempt from disclosure under GRAMA. The burden of claiming an exemption from disclosure rests solely with Design Professional. Any materials for which Design Professional claims an exemption from disclosure based on business confidentiality as provided in Utah Code § 63G-2-309 (or successor provision) must be marked as “Confidential” and accompanied at the time of submission by a statement from Design Professional explaining the basis for the claim. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. PCMC will make reasonable efforts to notify Design Professional of any requests made for disclosure of documents submitted under a claim of confidentiality. Design Professional specifically waives any claims against PCMC related to disclosure of any materials pursuant to GRAMA.

ARTICLE 6 – RELATIONSHIP OF PARTIES.

- A. Independent Contractor. The parties intend that Design Professional is an independent contractor and not an employee of PCMC. Except as specifically provided in this Agreement, the parties intend that Design Professional has no authority to act on behalf of PCMC.
- B. Subcontractor Relationship. The Design Professional shall have full control and authority over performance and activities of its Subcontractors throughout the execution of this Agreement. It is the sole responsibility of Design Professional to ensure that its Subcontractors adhere to the terms and conditions outlined in this Agreement. Furthermore, Design Professional shall bear full responsibility for any actions or omissions of its Subcontractors.
- C. Treatment of Assets. Neither party will have an interest in the intellectual property owned or licensed by the other party, unless otherwise agreed by the parties in writing. PCMC will become the owner of all deliverables, work product, and other materials specifically created by the Design Professional and its Subcontractors under this Agreement. Any modifications made by PCMC to any of the Design Professional or its Subcontractor’s documents, or any use, partial use, or reuse of the documents without written authorization or adaptation by the Design Professional and its Subcontractors will be at PCMC’s sole risk and without liability to the Design Professional and its Subcontractors.

ARTICLE 7 – INDEMNIFICATION.

A. Definitions. In this Agreement, the following definitions apply:

- (1) **“Indemnifiable Losses”** means the aggregate of Losses and Litigation Expenses.
- (2) **“Litigation Expense”** means any reasonable out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys’ and other professionals’ fees and disbursements.
- (3) **“Loss”** means any amount awarded in, or paid in settlement of, any Proceeding, including any interest but excluding any Litigation Expenses.
- (4) **“Proceeding”** means any investigation, claim, judicial, administrative, or arbitration action or lawsuit, or other cause of action of every kind or character, brought by third parties against PCMC, its agents, employees, or officers, that arises out of this Agreement or the negligent performance of this Agreement by Design Professional or its Subcontractors or subconsultants of any tier, or anyone acting under Design Professional’s direction or control, including after the expiration or termination of this Agreement.

B. Indemnification. Subject to the limitations in Utah Code section 13-8-7, Design Professional shall indemnify PCMC and its agents, employees, and officers against all Losses arising out of a Proceeding, to the extent caused by or resulting from the Design Professional’s breach of contract, negligence, recklessness, or intentional misconduct, or the negligence of Design Professional’s Subcontractor. If such Losses are caused by or result from the concurrent negligence of the PCMC or its agents, employees, and officers, this indemnity provision shall be valid and enforceable to the extent of the Design Professional’s breach of contract, negligence, recklessness, or intentional misconduct; or negligence of Design Professional’s Subcontractor.

C. Reimbursement of Litigation Expenses. Design Professional shall reimburse PCMC for all Litigation Expenses to the extent they were incurred due to Design Professional’s breach of contract, negligence, recklessness, or intentional misconduct; or the negligence of Design Professional’s Subcontractor.

D. Waiver. Design Professional expressly agrees that the indemnification provision herein constitutes the Design Professional’s waiver of immunity under Utah Code § 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to PCMC by reason of entering into this Agreement except as expressly provided herein.

- E. No Limitation. The indemnification obligations of this Agreement shall not be reduced by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Design Professional or Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- F. Interpretation. The parties intend that the indemnity and defense provisions in this Article shall be interpreted so as to be enforceable to the fullest extent permitted by law, but nothing herein shall be interpreted to violate public policy.
- G. Environmental Indemnity. Design Professional shall indemnify PCMC, its agents, employees, and officers for any Indemnifiable Losses from a Proceeding arising out of Design Professional's willful, reckless or negligent violation of federal, state, or local environmental laws or regulations, and shall include but not be limited to all cleanup and remedial costs, diminution in value of property, and any fines or fees imposed as a result.

ARTICLE 8 – INSURANCE.

At its own cost and expense, Design Professional shall maintain the following mandatory insurance coverage to protect against claims for injuries to persons or property damage that may arise from or relate to the performance of this Agreement by Design Professional, its agents, representatives, employees, or Subcontractors for the entire duration of this Agreement or for such longer period of time as set forth below. Prior to commencing any work, Design Professional shall furnish a certificate of insurance as evidence of the requisite coverage. The certificate of insurance must include endorsements for additional insured, waiver of subrogation, primary and non-contributory status, and completed operations.

- A. Commercial General Liability Insurance. Design Professional shall maintain commercial general liability insurance on a primary and non-contributory basis in comparison to all other insurance, including PCMC's own policies of insurance, for all claims against PCMC. The policy must be written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$3,000,000 aggregate for personal injury and property damage. Upon request of PCMC, Design Professional must increase the policy limits to at least the amount of the limitation of judgments described in Utah Code § 63G-7-604, the Governmental Immunity Act of Utah (or successor provision), as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3 (or successor provision).
- B. Automobile Liability Coverage. Design Professional shall maintain automobile liability insurance with a combined single limit of not less than \$2,000,000 per accident for bodily injury and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.

- C. Professional Liability Insurance. Design Professional shall maintain professional liability insurance with annual limits not less than \$1,000,000 per occurrence. If written on a claims-made basis, Design Professional shall maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after completion of the Scope of Services or termination of this Agreement.
- D. Workers' Compensation Insurance and Employer's Liability. Design Professional shall maintain workers' compensation insurance with limits not less than the amount required by statute, and employer's liability insurance limits of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident, and \$1,000,000 each employee for injury by disease. The workers' compensation policy must be endorsed with a waiver of subrogation in favor of "Park City Municipal Corporation" for all work performed by the Design Professional, its employees, agents, and Subcontractors.
- E. Umbrella/Excess Coverage. The insurance limits required by this section may be met by either providing a primary policy or in combination with umbrella / excess liability policy(ies). To the extent that umbrella/excess coverage is used to satisfy the limits of coverage required hereunder, the terms of such coverage must be following form to, or otherwise at least as broad as, the primary underlying coverage, including amending the "other insurance" provisions as required so as to provide additional insured coverage on a primary and non-contributory basis, and subject to vertical exhaustion before any other primary, umbrella/excess, or any other insurance obtained by the additional insureds will be triggered.
- F. Insured Parties. Each policy and all renewals or replacements, except those policies for Professional Liability, and Workers Compensation and Employer's Liability, must name PCMC (and its officers, agents, and employees) as additional insureds on a primary and non-contributory basis with respect to liability arising out of work, operations, and completed operations performed by or on behalf of Design Professional.
- G. Waiver of Subrogation. Design Professional waives all rights against PCMC and any other additional insureds for recovery of any loss or damages to the extent these damages are covered by any of the insurance policies required under this Agreement. Design Professional shall cause each policy to be endorsed with a waiver of subrogation in favor of PCMC for all work performed by Design Professional, its employees, agents, and Subcontractors.
- H. Quality of Insurance Companies. All required insurance policies must be issued by insurance companies qualified to do business in the state of Utah and listed on the United States Treasury Department's current Department of Treasury Fiscal Services List 570, or having a general policyholders rating of not less than "A-" in the most current available A.M. Best Co., Inc.'s, Best Insurance Report, or equivalent.

- I. Cancellation. Should any of Design Professional's required insurance policies under this Agreement be cancelled before the termination or completion of this Agreement, Design Professional must deliver notice to PCMC within 30 days of cancellation. PCMC may request and Design Professional must provide within 10 days certified copies of any required policies during the term of this Agreement.
- J. Additional Coverage. Notwithstanding anything to the contrary, if Design Professional has procured any insurance coverage or limits (either primary or on an excess basis) that exceed the minimum acceptable coverage or limits set forth in this Agreement, the broadest coverage and highest limits actually afforded under the applicable policy(ies) of insurance are the coverage and limits required by this Agreement and such coverage and limits must be provided in full to the additional insureds and indemnified parties under this Agreement. The parties expressly intend that the provisions in this Agreement will be construed as broadly as permitted to be construed by applicable law to afford the maximum insurance coverage available under Design Professional's insurance policies.
- K. No representation. In specifying minimum Design Professional's insurance requirements, PCMC does not represent that such insurance is adequate to protect Design Professional from loss, damage or liability arising from its work. Design Professional is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.

ARTICLE 9 – NONDISCRIMINATION.

- A. Nondiscrimination. Design Professional shall not discriminate against any employee or applicant for employment because of race; ethnicity; color; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; or military status.
 - (1) Policy. Design Professional shall implement an employment nondiscrimination policy, if Design Professional does not already have such a policy, to effectuate the prohibition in this section; and
 - (2) Subcontractor Flow-Through. Design Professional shall incorporate the foregoing non-discrimination provisions in all subcontracts or assignments under this Agreement and take action as required to ensure full compliance with the provisions of this non-discrimination policy.

ARTICLE 10 – ASSIGNMENT/SUBCONTRACTING.

- A. Assignment. Design Professional shall not assign any portion of its performance under this Agreement without PCMC's written consent. Consent must be sought in writing by

- B. Delivery. A notice or other communication under this Agreement will be effective if it is in writing and received by the party to which it is addressed. It will be deemed to have been received as follows: (1) upon receipt as stated in the tracking system of a delivery organization that allows users to track deliveries; (2) when the intended recipient signs for the delivery; (3) when delivered by email to the intended recipient with a read receipt, an acknowledgement of receipt, or an automatic reply.
- C. Refusal or Inability to Deliver. If the intended recipient rejects or otherwise refuses to accept delivery, or if it cannot be delivered because of a change of address for which no notice was given, then delivery is effective upon that rejection, refusal, or inability to deliver.
- D. Time of Delivery. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

ARTICLE 13 – MISCELLANEOUS PROVISIONS.

- A. Entire Agreement. This Agreement constitutes the entire understanding between the parties regarding the subject matter of this Agreement.
- B. Modification and Waiver. To be effective, any modification to this Agreement or to the Scope of Services must be in writing and signed by both parties. No waiver under this Agreement will be effective unless it is in writing and signed by the party granting the waiver (in the case of PCMC, by an individual authorized by PCMC to sign the waiver). A waiver granted on one occasion will not operate as a waiver on other occasions.
- C. Timely Performance. Design Professional shall complete the Scope of Services by any applicable deadline stated in this Agreement. Design Professional is liable for all reasonable damages to PCMC incurred as a result of Design Professional's failure to timely perform the Scope of Services required under this Agreement subject to the limitations in Article 13. G,
- D. Governing Law, Jurisdiction, Venue. Utah law governs all adversarial proceedings arising out of this Agreement or the subject matter of this Agreement. As the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this Agreement or the subject matter of this Agreement, a party may bring such a proceeding in courts of competent jurisdiction in Summit County, Utah.
- E. Severability. The parties acknowledge that if a dispute between the parties arises out of this Agreement or the subject matter of this Agreement, it would be consistent with the wishes of the parties for a court to interpret this Agreement as follows: (1) with respect to any provision that it holds to be unenforceable, by modifying that provision to the


minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; (2) if an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the Agreement will remain in effect as written; (3) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and (4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, by holding the entire Agreement unenforceable.

- F. No Non-Party Rights. Nothing in this Agreement is intended to grant rights of any kind to any non-party or create third-party beneficiary rights of any kind.
- G. Force Majeure. For purposes of this Agreement, a Force Majeure Event means any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this Agreement, but a Force Majeure Event will not include any strike or labor unrest, an increase in prices, a change in general economic conditions, or a change of law. A party that is prevented by the occurrence of a Force Majeure Event from performing any one or more obligations under this Agreement will not be liable for any failure or delay in performing those obligations, on condition that the non-performing party uses reasonable efforts to perform. The non-performing party shall promptly notify the other party of the occurrence of a Force Majeure Event and its effect on performance. Thereafter, the nonperforming party shall update the other party as reasonably necessary regarding its performance. The nonperforming party shall use reasonable efforts to limit damages to the other party and to complete its full performance under this Agreement.

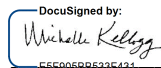
Each party is signing this Agreement on the date stated opposite that party's signature.

PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation

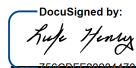
Date: 6/3/2024

By: 
Matt Dias
City Manager

Attest:


Michelle Kellogg
City Recorder's Office

Approved as to form:


Luke Honey
City Attorney's Office

SCHEDULE A – SCOPE OF SERVICES

SCHEDULE B – FEE SCHEDULE FOR EXTRA WORK

Note: Any work in addition to or outside the Scope of Services in Schedule A shall be approved in advance in writing by PCMC and shall not exceed the contract price reflected in Article 3 of the Agreement.

Park City Old Town & Gordo Placemaking & Visioning – Transportation Planning and Preliminary Engineering Support Services

Exhibit A

Project Scope of Work

Park City Municipal Corporation (“PCMC”) initiated the Park City Old Town Placemaking & Visioning Plan. The effort will provide a roadmap for reinvestment of specific city-owned parcels located in Park City. The goal of this reinvestment, redevelopment, and activation of the city-owned parcels is to enhance economic competitiveness, improve active transportation walkability, and support multimodal transportation options, including transit.

PCMC requested the services of Kimley-Horn and Associates, Inc. (“DESIGN PROFESSIONAL”) to provide transportation and transit planning, and preliminary engineering services to inform Park City Old Town Placemaking & Visioning Plan (“Plan”) preparation.

Assumptions

1. DESIGN PROFESSIONAL will provide transportation and transit planning and preliminary engineering support services.
2. DESIGN PROFESSIONAL services will begin in April 2024, and are anticipated to be completed in December 2024 (9-months duration).
3. PCMC will procure through separate contract the services of a landscape architect/urban design firm.
4. PCMC will procure through separate contract the services of a building architecture firm.
5. The planning team consists of: DESIGN PROFESSIONAL, landscape architecture/urban design, and a building architect.

Study Parcels

PCMC identified the following parcels/areas to be included in the reactivation and redevelopment effort.

Parcel/ Area	Description	Objectives
1	North City Hall and Flagpole Lot	Potential transit and welcome center, gathering space
2	China Bridge Parking Structure	Phased replacement with small commercial, hotel, housing, connections to Main Street
3	Marsac and Sandridge Lots	Workforce housing
4	South Main Street Anchor	Gathering, parking access from Swede
5	Main Street	Street improvements, walkability, car-lite options, pedestrian only option
6	Gordo Site / Kearns Blvd Community Workforce Village and Recreation Hub	Workforce housing, transit hub, parking structure, commercial/retail/mixed use

Park City Old Town & Gordo Placemaking & Visioning – Transportation Planning and Preliminary Engineering Support Services

Information Provided By Client

DESIGN PROFESSIONAL shall be entitled to rely on the completeness and accuracy of all information provided by PCMC or PCMC's consultants or representatives. PCMC shall provide all information requested by DESIGN PROFESSIONAL during the project.

Scope of Services Overview

DESIGN PROFESSIONAL will accomplish this work through the following services:

Task No.	Description	Deliverables
1	<ul style="list-style-type: none"> • Project Management • Planning Team Coordination • Stakeholder Committee Participation • City Council Work Sessions • Public Meetings Participation 	<ul style="list-style-type: none"> • Regular/as-needed check-in calls with PCMC and Planning Team • Working sessions and collaboration with planning team • Stakeholder meetings support • City Council Work Sessions support • Public meetings support/participation
2	Existing Conditions Review and Analysis	<ul style="list-style-type: none"> • Survey (Boundary/Topography/Aerial for Swede Alley; Gordo site survey to be provided by PCMC) • Transportation Conditions • Initial Concepts (of renderings and program previously prepared) Review/Analysis • Utilities
3	Program Development and Feasibility	<ul style="list-style-type: none"> • Planning Team / PCMC Initial Concepts Work Session • Circulation Study/Traffic Impact Analysis • Transit Center/Mobility Hub Requirements • Utilities
4	Concept Plan Development	<ul style="list-style-type: none"> • Infrastructure Concepts: <ul style="list-style-type: none"> ○ Concept Grading and Drainage Plan ○ Concept Utility Plan ○ Concept Roadway Cross-Sections ○ Concept Roadway Layout ○ Concept Transit Center/Mobility Hub • Cost Estimates

Generalized Scope of Work

The purpose of these services is to support preparation of the Park City Old Town & Gordo Placemaking and Visioning Plan. At the direction of the PCMC project manager, DESIGN PROFESSIONAL will provide support services as needed. This support could include Tasks 1-4 as described below.

DESIGN PROFESSIONAL will perform the Services in Tasks 1 - 4 on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates.

Park City Old Town & Gordo Placemaking & Visioning – Transportation Planning and Preliminary Engineering Support Services

Fee: The level of effort/hours to complete the Tasks 1-4 will vary based on needs of PCMC, other partner consultants, and initial input provided by stakeholders. PCMC has authorized a not to exceed amount of \$50,000 to support initial tasks including study initiation, coordination with architect/planning team, data gathering/initial investigation, and stakeholder engagement efforts. Effort will be billed on a time and materials basis consistent with Kimley-Horn rate schedule (Attachment 1)

An estimate of hours will be provided following completion of initial study tasks. Kimley-Horn will advise PCMC upon expenditure of \$40,000. Kimley-Horn will not exceed \$50,000 without further authorization from PCMC.

TASK 1. PROJECT MANAGEMENT AND PLANNING TEAM COORDINATION, STAKEHOLDER AND PUBLIC INVOLVEMENT

Task 1.1 Project Management

DESIGN PROFESSIONAL will work closely with PCMC staff throughout the project to ensure an efficient process, high-quality deliverables, and on-time and on-budget project delivery.

DESIGN PROFESSIONAL will manage this Agreement's day-to-day operations, including submission of contract documents (i.e., monthly progress reports and invoices) to PCMC.

TASK 1.2 Planning Team Coordination

DESIGN PROFESSIONAL will participate in a kick-off conference call with the PCMC project manager and planning team partners. Meeting attendees will discuss overall scope, schedule, and key milestones.

DESIGN PROFESSIONAL will participate in bi-weekly coordination and progress meetings with the PCMC project manager. These meetings will be used to coordinate with PCMC staff and the planning team on project deliverables.

TASK 1.4 Stakeholder Committee Support

DESIGN PROFESSIONAL will participate in Stakeholder Committee meetings. Consistent with the schedule provided by PCMC, three stakeholder meetings are anticipated:

- Visioning Meeting
- Support Scenarios and Strategy Meetings
- Support Scenarios Refinement Meeting

TASK 1.5 City Council Work Sessions

DESIGN PROFESSIONAL will participate in a work session with the City Council to gather focused feedback on the potential scenarios.

Park City Old Town & Gordo Placemaking & Visioning – Transportation Planning and Preliminary Engineering Support Services

DESIGN PROFESSIONAL will participate in a final work session with the City Council to present study findings and recommendations.

DESIGN PROFESSIONAL will participate in additional work sessions or staff reports as-needed.

TASK 1.6 Public Meetings Support

DESIGN PROFESSIONAL will participate in public meetings to be scheduled by PCMC. Consistent with the schedule provided by PCMC, two public meetings are anticipated:

- Potential Scenarios Public Meeting
- Final Recommendations Public Meeting

TASK 2. EXISTING CONDITIONS REVIEW AND ANALYSIS

TASK 2.1 Topographical Survey

PCMC will provide survey to DESIGN PROFESSIONAL for the Gordo site. No additional survey will be collected for the Gordo site.

DESIGN PROFESSIONAL will obtain spot elevations of Swede Alley parcels using a qualified and licensed subconsultant.

If existing utility information is desired, the topography survey will be expanded to include horizontal and vertical field data collection of visible site features. Utilities will be surveyed to the extent that they are visible; gravity utility systems (e.g., sanitary sewer and storm drain) will be surveyed for rim and invert elevations, and pipe size and material (to the extent that they are visible at the structure). Limits of the topography survey will be defined in consultation with PCMC.

TASK 2.2 Transportation Conditions

DESIGN PROFESSIONAL will collect current conditions and traffic information. Information will be collected from available sources, including UDOT and PCMC. This information will include traffic volume and street network data (right of way). DESIGN PROFESSIONAL will obtain the calibrated traffic simulation model (“VISSIM”) prepared by others.

DESIGN PROFESSIONAL will collect current transit information, including routes, stop locations, schedule/frequency, ridership, amenities, and transit facilities within the project area.

Park City Old Town & Gordo Placemaking & Visioning – Transportation Planning and Preliminary Engineering Support Services

TASK 2.3 Initial Concepts Review/Analysis

DESIGN PROFESSIONAL will review the previous design proposals (renderings) developed by VODA and any additional information provided by PCMC, including but not limited to studies and plans related to the city-owned parcels in the downtown area. This information will be utilized as the foundation of knowledge preparation for a planning team Work Session. DESIGN PROFESSIONAL will obtain relevant base exhibits, maps, and digital information that will aid in the preparation of site-specific deliverables.

DESIGN PROFESSIONAL will review PCMC-provided material and complete limited due diligence, summarized in a memorandum that addresses the following:

- Site encumbrances
- Review of provider utility maps for water, sanitary sewer, storm drainage, power, and telecom.
- Summary of availability capacities with utility providers
- Review of topography survey and identification of red flags associated with the terrain
- Review of available geotechnical information and identify red flags
- Site access – Contact UDOT to determine permitting requirements related to the Kearns Blvd site.

TASK 3. PROGRAM DEVELOPMENT AND FEASIBILITY

TASK 3.2 Working Session

DESIGN PROFESSIONAL will assemble with the planning team in Park City to conduct a 3-day Working Session. The Working Session will evaluate the current design proposal and develop a consensus on the strategies and physical changes to the sites that will be investigated in producing the draft deliverables. DESIGN PROFESSIONAL and planning team will work with the PCMC to prepare necessary base maps, drawings, precedent/example project studies, and digital files. DESIGN PROFESSIONAL anticipates the following schedule for the Working Session.

- Day 1 – Kickoff Meeting & Field Review of Existing Conditions
DESIGN PROFESSIONAL will participate in a Working Session kick-off meeting to discuss the findings from the Review/Analysis performed under Task 3.1. The planning team will conduct a walking tour/driving tour with PCMC of project sites. The planning team will photo document existing features: infill locations, road connections, site access, sidewalks, existing retail/commercial, public spaces, pedestrian and bicycle comfort and safety, parking, transit, and recent public improvements.

Park City Old Town & Gordo Placemaking & Visioning – Transportation Planning and Preliminary Engineering Support Services

- Day 2 – Peer Review and Ideation
DESIGN PROFESSIONAL will conduct a workshop with PCMC staff, VODA Landscape Design, and building architect focused on programming and activating new and existing retail, restaurant, and public spaces.
- Day 3 – Production and Presentation of Design Alternatives
DESIGN PROFESSIONAL and planning team will begin to produce the final graphic exhibits, proformas, strategies, and text to articulate the feasibility recommendations for the city-owned sites. DESIGN PROFESSIONAL and the planning team will finalize the conceptual plans, which will be presented to PCMC and other stakeholders.

TASK 3.2 Traffic Impact Assessment

Based on the design alternatives produced in the Working Session (and subsequent refinement by the planning team), DESIGN PROFESSIONAL will prepare a Circulation Study/Traffic Impact Analysis of the redeveloped sites to determine the number of vehicle trips anticipated to be generated by the site's redevelopment, considering mode shift (non-auto based) goals.

DESIGN PROFESSIONAL will evaluate anticipated traffic conditions based on trip generation, internal capture, trip distribution, and trip assignment to the adjacent street network within the redevelopment sites vicinity. DESIGN PROFESSIONAL will utilize the provided VISSIM model to evaluate Level of Service/Delay of the street network major intersections.

DESIGN PROFESSIONAL will evaluate non-motorized considerations to the redevelopment area: pedestrian access and safety, bicycle access and safety. DESIGN PROFESSIONAL will evaluate needed delivery/freight access to the redevelopment area.

DESIGN PROFESSIONAL will prepare a Circulation Study/Traffic Impact Analysis report containing discussion and figures to present the collected information, analysis, and recommendations including for locations of reconfigured or new intersections, intersection traffic control, number of lanes, and roadway/street width, shared use paths, pedestrian and bicycle access and safety improvements.

TASK 3.2 Parking Assessment

DESIGN PROFESSIONAL will inventory existing available parking in the redevelopment area. DESIGN PROFESSIONAL will conduct a parking occupancy count, or snapshot survey, for the redevelopment area on a peak day and period agreed upon by PCMC. The snapshot parking counts will document parking availability during typical peak occupancy.

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DESIGN PROFESSIONAL will estimate projected future parking demand based on the proposed site redevelopment for several parcels and will consider mode shift goals and transit enhancements.

DESIGN PROFESSIONAL will estimate the anticipated future parking supply based on the design alternatives.

DESIGN PROFESSIONAL will compare the future parking demand with planned supply to determine parking supply needs, including parking surplus or deficit areas.

TASK 3.3 Transit Requirements

DESIGN PROFESSIONAL will meet with PCMC staff, High Valley Transit, Summit County Transportation, and Park City Transit to understand current operating conditions, inter-modal relationships, and future requirements for Transit Center functionality and operations within the downtown area and the Gordo site. The DESIGN PROFESSIONAL will compare all suggested City transit improvements/modifications with the Regional Park And Ride Analysis currently under the development of the Summit County Transportation Group.

DESIGN PROFESSIONAL will prepare an analysis of the potential transit operating environment and utilization to plan for near-term and long-term service enhancements regarding program requirements and ridership projections, which will affect Transit Center/Mobility Hub activity levels and parking requirements. This analysis will examine bus routing and frequency, passenger transfer patterns between and within modes, vehicle/bicycle parking utilization, mode of access for each service, and bay/platform utilization. The assessment will identify platform sizing, bay quantity and sizing, and vehicle and bicycle parking needs. The assessment and land use requirements will be summarized in a technical memorandum and distributed for review.

TASK 3.4 Utilities/Water/Wastewater

Based on the program design alternative, the DESIGN PROFESSIONAL will calculate preliminary utility demands to determine if existing capacities meet the increased demands. If needed, the extent of the proposed improvements will be discussed with PCMC Engineering, Public Utility, and Public Works staff. Preliminary locations for transformers, switchgear, equipment pedestals, and other electrical and communication equipment will be discussed with the project team and programmed into the concept site plan.

DESIGN PROFESSIONAL will calculate stormwater detention and water quality volumes, discuss and establish locations for treatment and storage, and establish these locations to be illustrated in the concept site plan.

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TASK 4. CONCEPT PLAN DEVELOPMENT

TASK 4.1 Infrastructure Concepts

DESIGN PROFESSIONAL will prepare a concept plan package including concept grading and drainage plan and a concept utility plan for all study areas. It is anticipated that separate plans will be prepared for each site or as a group of sites based on the needs of PCMC.

- *Concept Grading and Drainage Plan:* The concept grading and drainage plan will provide an overall on-site grading and drainage concept showing existing and proposed contours at two-foot intervals and general drainage patterns. Preliminary storm drain layout and design will be shown with preliminary detention sizing and potential underground and above-ground locations on the site. Off-site detention analysis is not included. Preliminary locations for ADA parking and paths of travel will be identified.
- *Concept Utility Plan:* The plan will provide a horizontal layout of proposed and existing utility systems, including water, sewer, storm drain, and information provided by other Project Team members such as electrical and communications systems. Corridors will be shown to provide appropriate utility services and required spacing between systems.
- *Concept Roadway Cross-Sections:* The concept roadway cross-sections will reflect proposed street cross-sections illustrating width, pedestrian and bicycle facilities, landscape/buffer, curb/gutter, etc.
- *Concept Roadway Layout:* The concept roadway layout will depict new or revised streets and space reconfiguration/design, active transportation, and on-street transit infrastructure within the redevelopment area.
- *Concept Transit Center/Mobility Hub:* The concept transit center/mobility hub will illustrate the layout of the transit center/mobility hub and its relationship and connectivity to the redevelopment parcels. The transit center/mobility hub concept will include the preferred elements of the alternatives developed. The concept plan will incorporate mixed-use/parking structure concepts that explore incorporating retail, support commercial, office, and/or residential land uses as appropriate. The concept plan will include updated illustrations and renderings of the recommended concept and a description of its elements. The concept plan will address phasing options. It is anticipated that concept plans for two transit center/mobility hub sites will be prepared: Swede Alley/downtown, and Gordo site.

TASK 4.2 Cost Estimates

DESIGN PROFESSIONAL will estimate probable construction cost for the design concept public improvements (roadway, utilities, transit, active transportation network). The estimate will identify the major components of the project scope and their cost and describe all scope and cost assumptions.

TASK 4.3 Deliverables

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DESIGN PROFESSIONAL will prepare a Draft Project Report addressing the scope items previously described. DESIGN PROFESSIONAL will address one round of non-conflicting comments on the Draft Project Report to prepare the Final Project Report. The Final Report will include the preferred elements of the design alternative. The Final Report will include the preferred elements of the design alternative and a description of its elements.



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst I	\$130 - \$160
Analyst II	\$170 - \$200
Professional	\$195 - \$230
Senior Professional I	\$245 - \$315
Senior Professional II	\$340 - \$410
Senior Technical Support	\$115 - \$290
Technical Support	\$105 - \$165
Support Staff	\$85 - \$145

Effective through June 30, 2025

Subject to annual adjustment thereafter

Sub-Consultants will be billed per the Contract

ENDORSEMENT

This endorsement, effective 12:01 A.M. **04/01/2024**
forms a part of Policy No. **448-96-63**
issued to **KIMLEY-HORN AND ASSOCIATES, INC.**
by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE
ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR
ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

- I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 526-81-69

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 526-81-69

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.