

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES ARCHITECTS AND ENGINEERS

THIS AGREEMENT ("Agreement") is entered into this ____ day of _____, 20__ by and between KIMLEY-HORN AND ASSOCIATES, INC. ("PROFESSIONAL") and the CITY OF BOERNE, TEXAS, a municipal corporation of the State of Texas ("CITY"). For convenience, the PROFESSIONAL and the CITY may sometimes be referred herein collectively as "parties" and individually as a "party."

WITNESSETH

WHEREAS, CITY desires to engage the PROFESSIONAL to provide professional services as more fully described in separate Task Orders; and

WHEREAS, PROFESSIONAL agrees to provide such work and services for the CITY in accordance with the terms of this Agreement;

NOW, THEREFORE, for the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. **Employment of PROFESSIONAL.**

(a) CITY agrees to engage the PROFESSIONAL and the PROFESSIONAL hereby agrees to perform the services set forth in EXHIBIT A.

(b) Notwithstanding anything to the contrary contained in this Agreement, CITY and PROFESSIONAL agree and acknowledge that CITY is entering into this Agreement in reliance on PROFESSIONAL's special and unique abilities. PROFESSIONAL acknowledges that PROFESSIONAL shall be solely responsible for determining the methods for performing the services described in separate task orders. Scope of services may include on-call engineering with amounts not to exceed the table in Exhibit "B" or other engineering tasks described in separate task orders. PROFESSIONAL covenants with CITY to use its, skill, judgment, and abilities to perform the work required by this Agreement in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The PROFESSIONAL warrants, represents, covenants, and agrees that all of the work to be performed by the PROFESSIONAL under or pursuant to this Agreement shall be done (i) with the professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and applicable professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be.

(c) PROFESSIONAL will be responsible for supplying all tools and equipment necessary for PROFESSIONAL to provide the services.

2. **Compensation.** The CITY agrees to pay the PROFESSIONAL the fees set forth in EXHIBIT B. Within fifteen (15) days of the end of the month within which services were rendered, PROFESSIONAL shall provide City an invoice specifying the services provided during the previous month and the total amount owed by the City. Payment will be made by the CITY within thirty (30) days of receipt of an invoice from PROFESSIONAL.
3. **Changes.** CITY may, from time to time require changes in the scope of services of the PROFESSIONAL to be performed hereunder. Such changes, which are mutually agreed upon by and between CITY and the PROFESSIONAL, shall be incorporated in written amendment to this Agreement.
4. **Services and Materials to be Furnished by CITY.** CITY shall furnish the PROFESSIONAL with all available information and data PROFESSIONAL requests pertinent to the execution of this Agreement. CITY shall cooperate with the PROFESSIONAL in carrying out the work herein and shall provide adequate staff for liaison with the PROFESSIONAL.
5. **Ownership of Documents.** All reports, plans, specifications, computer files and other documents prepared by PROFESSIONAL for which PROFESSIONAL has been compensated pursuant to this Agreement shall be the property of the CITY. PROFESSIONAL will deliver to the CITY copies of the prepared documents and materials. PROFESSIONAL shall make all documents and related data and material utilized in developing the documents available to CITY for inspection whenever requested. PROFESSIONAL may make copies of any and all such documents and items and retain same for its files. PROFESSIONAL shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than PROFESSIONAL subsequent to delivery of the prepared documents and materials. However, any such change or other use shall be sealed by the individual making the change or use and shall be appropriately marked to reflect what was changed or modified.
6. **Term and Termination of Agreement.** This agreement will expire on September 30, 2027. Either party may terminate this agreement at any time by providing thirty (30) days written notice to the other party.
7. **Completeness of Contract.** This Agreement and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. If there is any conflict between the terms of this Agreement and the documents attached hereto, the terms of this Agreement shall control. This Agreement may not be subsequently modified except by a writing signed by both parties.

8. **CITY Not Obligated to Third Parties.** CITY shall not be obligated or liable hereunder to any party other than the PROFESSIONAL.
9. **Final Decisions.** Serving as a PROFESSIONAL to the CITY, PROFESSIONAL shall advise all parties that final decisions shall be made by the City Council and/or City Manager.
10. **Indemnification.** PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR PROPERTY, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBPROFESSIONAL OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENTS, OR CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B) AND PROFESSIONAL WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

THE INDEMNIFICATION UNDER THIS SECTION SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. **Insurance.** PROFESSIONAL shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter the following minimum insurance:
 - a. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate.
 - b. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
 - c. Statutory workers' compensation and employers' liability insurance as required by state law.

- d. Professional liability insurance (Errors and Omissions) with a limit of \$1,000,000 per occurrence/annual aggregate.

PROFESSIONAL shall provide the CITY with proof of insurance required hereunder prior to commencing work for the CITY. Such policies shall name the CITY, its officers, and employees as an additional insured (except for Workers' Compensation and Professional Liability), and shall provide for a waiver of subrogation in favor of the City. PROFESSIONAL shall provide the CITY with written notice of any coverage limit change on the insurance throughout the duration of this Agreement.

12. **Client Objection to Personnel.** If at any time after entering into this Agreement, the CITY has any reasonable objection to any of PROFESSIONAL's personnel, or any personnel, professionals and/or consultants retained by PROFESSIONAL, PROFESSIONAL shall promptly propose substitutes to whom the CITY has no reasonable objection, and PROFESSIONAL's compensation shall be equitably adjusted to reflect any difference in PROFESSIONAL's costs occasioned by such substitution.
13. **Timeliness of Performance.** PROFESSIONAL shall perform its professional services with due and reasonable diligence consistent with sound professional practices.
14. **Personnel.** All of the services required hereunder will be performed by the PROFESSIONAL or under PROFESSIONAL's supervision, and all personnel engaged in the work shall be qualified to perform such services.
15. **Independent Contractor.** In performing the services under this Agreement, PROFESSIONAL is acting as an independent contractor. No term or provision hereof be construed as making PROFESSIONAL the agent, servant, or employee of the CITY or as creating a partnership or joint venture relationship between PROFESSIONAL and the CITY.
16. **Assignability.** The parties hereby agree that PROFESSIONAL may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of CITY.
17. **Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.
18. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Kendall County, Texas.

19. **No Third-Party Beneficiary.** For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY and PROFESSIONAL, or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations they owe to either the CITY or the PROFESSIONAL.
20. **Exhibits.** The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.
21. **HB 89 and SB 252 Certifications.** PROFESSIONAL hereby certifies that the Contractor does not and will not boycott Israel during the term of this Agreement in accordance with Chapter 2270, Texas Government Code. Additionally, PROFESSIONAL hereby certifies that the PROFESSIONAL is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252, Texas Government Code.
22. **Conflicts of Interest.** By signature of this Agreement, PROFESSIONAL warrants to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including business or personal financial interests, direct or indirect, in property abutting the proposed project and business relations with abutting property owners, or with elected officials or employees of the CITY. PROFESSIONAL further warrants that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this Agreement and prior to final payment under the Agreement. PROFESSIONAL warrants that it has submitted to the CITY a completed Conflicts of Interest Questionnaire as required by Chapter 176 of the Texas Local Government Code.
23. **Authority to Sign.** The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.
24. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

IN WITNESS WHEREOF, CITY and the PROFESSIONAL have executed this Agreement as of the date first written above.

CITY OF BOERNE, TEXAS

By: _____

Print Name:_____

Title:_____

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Print Name:_____

Title:_____

EXHIBIT A

SCOPE OF SERVICES

Task 1 – Project Management

1.1 – Project Management Plan

The Consultant shall prepare a Project Management Plan (PMP) describing the overall approach to complete the Safety Action Plan (SAP), within 30 days of the full execution of the contract. The PMP is a working document and shall be updated as appropriate during the project. The PMP shall describe project schedule, task organization, and outline of the SAP with components required per Safe Streets and Roads for All (SS4A) guidance.

Also, the PMP shall include a Public Engagement Plan and concept for a project website. The engagement plan shall include preliminary dates and topics for meetings with Safety Task Force (STF) and public, examples of existing public engagement methods, and branding standards for the SAP.

1.2 – Project Administration

The Consultant shall schedule progress meetings (expected bi-weekly via virtual Teams meeting) with the City of Boerne project team to discuss project progress and prepare for upcoming activities. General project meetings or field reviews may be held in place of separate progress meetings. The Consultant shall provide continuous quality assurance and quality control throughout the duration of the study.

1.3 – Leadership Commitment and Goal Setting

The Consultant shall coordinate with the City of Boerne to develop the official public commitment (e.g., resolution, policy, ordinance, etc.) to satisfy the Leadership Commitment and Goal Setting SS4A SAP component. The Consultant shall meet with City Council to review the purpose and language of the commitment/resolution. The Consultant will assist with the process to adopt/pass the commitment/resolution, but the Consultant is not responsible for the adoption or passing of the official public commitment. Per USDOT, the commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following: (1) the target date for achieving zero roadway fatalities and serious injuries, OR (2) an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.

Task 1 Deliverables:

1. Project Management Plan (amendable)
2. Progress meeting agenda and notes
3. Official public commitment (sample content)

Task 2 – Public Engagement

2.1 – Safety Task Force Engagement

The Consultant shall coordinate with City of Boerne staff to establish a Safety Task Force of approximately five members. The STF, alongside Boerne staff, will oversee development of the SAP. After the plan is complete, the STF will be charged with implementation and monitoring SAP recommendations. The Consultant shall facilitate (up to) three STF meetings (virtual or in-person). Two Consultant team staff are expected to attend each meeting and 90 minutes is the average expected meeting duration. Venue reservations and STF member availability are to be coordinated by the City of Boerne.

2.2 – Public Engagement

The Consultant shall coordinate with the City of Boerne to facilitate (up to) two public meetings. The specific format of public meetings will be coordinated with City staff. Options for public meeting format include “pop-ups” at community events, open-house style neighborhood meetings, and/or walk/bike audits. Venue reservations and event advertisement will be managed by the City of Boerne. Prior to the public meetings, the Consultant shall organize presentation materials and provide hyperlinks to online engagement activities.

The Consultant shall engage with the public, specifically underserved communities, by using inclusive and representative engagement processes. The Consultant shall solicit input regarding experiences with safety issues/improvements, document in-person/online comments, and incorporate feedback into plan recommendations. The Consultant shall provide one public engagement summary of feedback received from all (public meetings, small group events, and online engagement) activities.

2.3 – Online Engagement

The Consultant shall create a project website which will be hosted by a third party such as Social Pinpoint and remain active for the duration of the project. The Consultant shall create (up to) three online engagement tools. Online engagement tools will parallel the in-person activities. Examples of online engagement tools include an interactive map, a survey, a budgeting tool, or a ranking activity. The Consultant shall provide content for up to three online/digital; posting or printing/delivering content to be completed by City of Boerne. The Consultant shall print up to 1,000 project business cards for distribution at public events; distributing business cards shall be completed by the City of Boerne. The Consultant shall print up to 20 yard signs; distributing yard signs shall be completed by the City of Boerne and the Consultant (while at in-person engagement activities). At the conclusion of the project relevant information for the City to post on their website will be provided.

Task 2 Deliverables:

1. STF meetings and notes (up to three meetings of two staff for 90 minutes)
2. Public meetings (up to two meetings of four staff for two hours)
3. Online engagement tools using Social Pinpoint project (up to three)

4. Public engagement summary (includes summary of public meetings, small group events, and online engagement activities)
5. Content for digital or printed materials (up to three)
6. Project business cards with QR code to website (up to 1,000)
7. Yard signs (up to 20)

Task 3 – Safety and Equity Analysis

3.1 – Safety Data Collection

The Consultant shall coordinate with the City of Boerne to request available data including local plans, national guidance, local vision zero commitments, crash records, traffic volumes, and roadway inventory data. To supplement available data, the Consultant may purchase redacted crash reports (up to 20). No additional safety/traffic data will be purchased. The Consultant shall review local plans and national guidance (SS4A NOFO, National Roadway Safety Strategy, etc.).

3.2 – Network Screening

The Consultant shall conduct a network screening to develop a high-injury network. A high-injury network is a subset of roadways which account for a large percentage of crashes. The Consultant shall coordinate with the City to define the parameters for network screening. The network screening is limited to roadways within the City of Boerne city limits (geolocated within an available GIS dataset) and CRIS or FARS data for years 2020-2024 (geolocated within 250' of roadway centerlines). The crash rate will be estimated using 24-hour volumes per TxDOT's roadway inventory (or alternate GIS dataset). The Consultant shall compare crash rates to the statewide averages for similar facilities. The Consultant shall publish the high-injury network to an online, interactive map with attributes including road name, crash frequency, crash cost, crash rate, and jurisdiction. The Consultant shall plot one oversized map (.pdf format) of the high-injury network. The online map will remain active for the duration of the project.

3.3 – Diagnosis

The Consultant shall create a dashboard to display crash history information including crash severity, first harmful event, and manner of collision. The Consultant shall publish the dashboard to an online application (PowerBi) linkable to the project website. The Consultant shall conduct a crash tree analysis to determine emphasis areas (over-represented crash types). The Consultant shall select countermeasures that address emphasis areas, which will be considered for systemic deployment.

3.4 – Countermeasure Selection

For each systemic countermeasures, the Consultant shall identify preventable crash hot-spots (to infer locations for countermeasure deployment). The Consultant shall identify high-crash corridors and intersections. The preliminary project list is limited to 24 projects inclusive of systemic, corridor, and intersection projects. The Consultant shall develop preliminary, potential, typical countermeasures at high-crash locations based on crash history. The Consultant shall summarize crash statistics and potential countermeasures at each high-crash location. The following services are not included: developing/analyzing

an intersection database, inventorying/coding high-risk road features, or drawing collision diagrams.

3.5 – Equity Analysis

The Consultant shall coordinate with the City of Boerne to identify (spatially define) underserved communities for purposes of the SAP. The Consultant shall publish an online, interactive map of underserved communities, overlaid with the high injury network. The Consultant shall plot one oversized map (.pdf format) of underserved communities, overlaid with the high-injury network. The Consultant shall parse/slice crash data by geography (using underserved community census tracts) to identify over-represented crash types within underserved communities. The Consultant shall identify countermeasures to improve safety in underserved communities which report a disproportionate crash history.

Task 3 Deliverables:

1. High-injury network and underserved communities (digital map layer and one oversized map)
2. Crash history dashboard (digital dashboard)
3. Crash trees and systemic countermeasures
4. Preliminary project list (up to 24 projects)
5. Summary pages of high-crash locations and (systemic) preventable crash hot-spots
6. Underserved communities (digital map layer and one oversized map)

Task 4 – Infrastructure Project Development

Using the summary pages of the preliminary systemic, corridor, and intersection projects, the Consultant shall coordinate with the City of Boerne and the STF to select priority projects for further review. The priority project list is limited to 12 projects inclusive of Road Safety Audit (RSA, see Task 5) and pedestrian projects. The Consultant shall document the criteria used to prioritize projects. For priority projects, the Consultant shall (1) conduct one limited in-field review, (2) document safety observations/improvements in tabular format, (3) annotate a single-page diagram with improvements, and (4) estimate project safety benefits and costs. Improvement diagrams, benefits, and costs will be preliminary and subject to change based on additional analysis, Boerne input, and public engagement. The improvement diagrams will each be prepared on a single 11” x 17” exhibit utilizing high resolution aerial imagery and will be conceptual in nature.

Task 4 Deliverables:

1. Priority project list (up to 12 projects)
2. Improvement diagrams, benefit estimate, and cost estimate for priority locations, RSA projects, and pedestrian projects

Task 5 – Intersection-Road Safety Audits

The Consultant shall coordinate with the City of Boerne to organize a Road Safety Audit (RSA) team of approximately five members. The RSA team is expected to include City staff and STF members. The Consultant shall lead an abbreviated RSA at up to six intersections. The RSA process will include a pre-assessment meeting, in-field review, and a post-assessment meeting. The Consultant shall present a summary of crash history, roadway characteristics, and field review logistics at the pre-assessment meeting. The Consultant shall conduct an in-field review during which the RSA team will observe traffic operations, note safety issues, and suggest improvements. The Consultant shall facilitate a post-assessment meeting to document observations and synthesize recommendations at each RSA location. The RSA pre- or post-assessment meeting may be combined with a STF meeting. The RSA process and recommendations will be documented within the SAP report; a stand-alone, formal RSA report will not be generated. RSA project improvement diagrams, benefits, and costs will be produced within **Task 4**.

Task 5 Deliverables:

1. Intersection-Road Safety Audit pre-assessment meeting, in-field review, and post-assessment meeting (up to 6 intersections)
2. Incorporate findings into Action Plan

Task 6 – City Center Pedestrian Study

The Consultant shall approximate areas with high pedestrian activity based on big data sources such as a Replica, readily-available pedestrian counts, and pedestrian generators such as schools and parks. The Consultant shall map pedestrian crashes in and around Boerne's downtown. The Consultant shall organize a toolbox of locally-preferred infrastructure countermeasures to improve pedestrian safety. The toolbox may include pedestrian countermeasures from FHWA's proven safety countermeasures and TxDOT's HSIP work codes. The toolbox may also include guidance for the selection of midblock crossing treatments. The Consultant shall identify locations at which pedestrian countermeasures should be deployed. Pedestrian project improvement diagrams, benefits, and costs will be produced within **Task 4**.

Task 6 Deliverables:

1. Pedestrian crash summary and countermeasure toolbox
2. Incorporate findings into Action Plan

Task 7 – Action Plan

7.1 – Action Plan Workbook

The Consultant shall create an implementation matrix which includes the project scope, timeframe (short-, mid-, or long-term), benefits estimate, cost estimate, potential funding source, and responsible person/agency. For each project, the Consultant shall create a one-page profile which includes the project diagram and implementation matrix attributes. The Consultant shall assemble the project profiles into an Action Plan Workbook.

7.2 – Policy and Process Changes

In addition to infrastructure projects, the SAP recommendations may also include behavioral and/or operational strategies to improve safety. The Consultant shall assess current policies, plans, guidelines, and/or standards to identify opportunities to improve transportation safety. The Consultant shall recommend changes to policy/standards based on industry best practices, crash patterns, and/or recurring/observed existing conditions.

7.3 – Progress and Transparency

The Consultant shall publish the SAP report, including the SAP workbook, to the online project website. The Consultant shall report crash statistic benchmarks by which to measure progress toward reducing roadway fatalities and serious injuries within the City of Boerne. The Consultant shall provide instructions to City staff regarding the process to update crash statistics in future years.

7.4 – SAP Report

The Consultant shall compile a concise SAP which satisfies SS4A requirements. The Consultant shall submit an electronic copy (.docx format) of the Draft SAP report to Boerne and STF members for review. The Consultant shall address one round comments from Boerne and STF members. After comments are addressed, the Consultant shall coordinate with Boerne to publish the Draft SAP to the project website and make the draft plan available for public comment.

After the public comment period for the Draft SAP, the Consultant shall coordinate with Boerne and STF members to respond to public comments and revise the Draft Report. The Consultant shall submit an electronic copy (.pdf format) of the Final SAP report to Boerne and STF members for review. The Consultant shall address one round comments from Boerne and STF members. The Consultant shall submit the final report (.pdf format) to Boerne. The Consultant shall create a brief executive summary (.pdf format) which includes pertinent information in an easy-to-follow format. The executive summary will be concise and highly graphic, highlighting major assumptions, strategies, and recommendations. If requested, the Consultant shall present (.pptx format) the SAP to Boerne City Council.

Task 7 Deliverables:

1. Action plan workbook (up to 12 projects) and implementation matrix (.xlsx)
2. SAP Draft report (.docx), SAP Final report (.pdf), SAP executive summary (.pdf)
3. City Council presentation (.pptx)
4. Digital deliverable containing pertinent materials (GIS data, word documents, photos, etc.)
5. SAP Final report (three printed copies)

EXHIBIT B FEE FOR SERVICES

CONSULTANT will perform the services in Tasks 1-7 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task	Task Description	Amount
Task 1	Project Management	\$25,000
Task 2	Public Engagement	\$40,000
Task 3	Safety and Equity Analysis	\$50,000
Task 4	Infrastructure Project Development	\$50,000
Task 5	Intersection-Road Safety Audits	\$50,000
Task 6	City Center Pedestrian Study	\$50,000
Task 7	Action Plan	\$35,000
	Total Lump Sum Fee	\$300,000

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.