

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made this the _____ day of _____ 202, between the City of Seguin, Texas ("City"), 205 North River Street, Seguin, Texas 78155 and Kimley-Horn and Associates, Inc ("Consultant"), 801 Cherry Street, Suite 1300, Unit 11, Fort Worth, TX 76102 for the provision of professional services in accordance with the attached Request for Qualifications – Safe Streets and Roads for All Comprehensive Safety Action Plan which includes the Scope of Work and Performance Tasks and Services, (collectively the "Project").

ARTICLE 1 CONSULTANT'S SERVICES AND RESPONSIBILITIES

1.1 STANDARDS OF PERFORMANCE

1.1.1 The Consultant will be responsible for completing the work set forth in accepted Scope of Services and the deliverables all described in the Scope of Services. The Scope of Services shall serve as the primary document setting forth the expectations of the Parties. Work shall progress in accordance with the Completion Schedule attached to this Agreement as "**Exhibit C**".

1.1.2 The performance of all services by the Consultant in connection with this Agreement will be by persons appropriately licensed or registered under State, local and Federal laws governing their respective consulting disciplines. In performing all services under this Agreement, the Consultant will use that degree of care and skill ordinarily exercised for similar projects by professionals who possess special expertise in the types of services involved under this Agreement.

1.1.3 No work under this Agreement will be subcontracted by the Consultant without prior written approval from the City. Any work or services subcontracted under this Agreement will be specified by separate written Agreement and will be subject to each provision of this Agreement. Persons hired by the Consultant or its subcontractors shall not be employees of or have any contractual interest with the City.

1.1.4 Any provisions in this Agreement pertaining to the City's review, approval or acceptance of written materials prepared by the Consultant or its subconsultants, contractors, and subcontractors in connection with this Agreement will not diminish the Consultant's responsibility for the services set forth herein.

1.1.5 Consultant will perform all of its services in coordination with the City. The Consultant will advise the City of data and information the Consultant needs to perform its services and the Consultant will meet with City representatives at mutually convenient times to assemble this data and information.

ARTICLE 2 THE CITY'S RESPONSIBILITIES

The City will:

2.1 Provide full information to the Consultant regarding the City's requirements for the Consultant's services under this Agreement. The City will furnish the Consultant with access to city facilities or

private property and all other data and information in the City's possession needed by the Consultant at the Consultant's request.

2.2 The City will designate the City Engineer, Melissa Reynolds, or her designee as she deems appropriate, as the City's Project Manager and authorized representative to act on the City's behalf with respect to this Agreement. Additionally, the City may designate another director as its representative to assist with access to, and collection of data from, the relevant City systems, such as utility systems. The City will examine the documents and information submitted by the Consultant and promptly render responses to the Consultant on issues requiring a decision by the City during the Project.

2.3 Provide access to and make all necessary provisions for the Consultant to enter public and private property as required for the Consultant to perform its services under this Agreement.

2.4 Bear all costs incidental to this Article.

ARTICLE 3 PAYMENTS TO THE CONSULTANT

3.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES. Payments for Basic Services will be made to Consultant monthly following receipt by City of Consultant's invoices and appropriate payment requisitions. The amounts of these invoices will be based upon the extent of work completed by the Consultant on a percentage basis within each phase of services, less any disputed amounts, pending resolution thereof. Total payment under this contract shall not exceed the amount agreed upon when Consultant accepts the Scope of Services that will be attached to this Agreement as Exhibit "A" and as set out in the Payment and Fee Schedule attached hereto as **Exhibit B**".

3.2 ADDITIONAL SERVICES. If additional services are needed, said services must be approved by the City prior to performance. If the sum of the additional services exceeds \$50,000.00 said sum must be approved by the Seguin City Council prior to undertaking the additional work.

ARTICLE 4 CONSULTANT'S RECORDS

4.1 All expense records of Consultant will be kept on a recognized accounting basis acceptable to the City and will be available to the City at mutually convenient times.

4.2 The City, its auditors, federal auditors, and state agencies that have monitoring or auditing responsibilities for this Agreement will have access to any books, documents, papers and records of the Engineer which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions.

4.3 The Consultant will furnish to the City at such time and in such form as the City may require, financial statements including audited financial statements, records, reports, data and information, as the City may request pertaining to the matters covered by this Agreement.

ARTICLE 5
OWNERSHIP AND USE OF DOCUMENTS

5.1 All documents prepared by Consultant in connection with this Agreement will become the property of the City. City agrees such documents are not intended or represented to be suitable for reuse for another project by City or others. Any such reuse by City or those who obtained said documents from City without written verification or adaptation by the Consultant will be without liability or legal exposure to the Consultant, and to the extent allowed by applicable law the City shall indemnify, defend, and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.

5.2 The Consultant will retain all of its records and supporting documentation relating to this Agreement, and not delivered to the City, for a period of three years except in the event that the Consultant goes out of business during that period, it will turn over, to the City, all of its records relating to the Project for retention by the City.

ARTICLE 6
TERM; TERMINATION OF AGREEMENT

6.1 The term of this Agreement begins on the latter of the effective date established in the first paragraph of the Agreement or on the date that the Scope of Services is accepted by the Parties; and, will end upon the Consultant's completion, and the City's acceptance of all services described in this Agreement unless this Agreement is terminated under Sections 6.2 or 6.3 below.

6.2 This Agreement may be terminated by either party upon 30 calendar days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

6.3 This Agreement may be terminated at will by the City upon at least 30 calendar days prior written notice to the Consultant.

6.4 In the event of termination as provided in this Article, the Consultant will be compensated for all services performed to termination date which are deemed by the City to be in accordance with this Agreement. This amount will be paid by the City upon the Consultant's delivering to the City all information and materials developed or accumulated by the Consultant in performing the services described in this Agreement, whether completed or in progress. The expense of reproduction of these items will be borne by the City.

ARTICLE 7
INSURANCE AND INDEMNITY

7.1 The Consultant will indemnify, hold harmless and defend the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent acts or omissions of the Consultant, its officers, employees or agents, subject to the Texas Local Government Code 271.904 This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to

property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character to the extent caused by any negligent or intentional wrongful acts, errors or omissions of the Consultant and/or its agents and/or employees. This obligation by Consultant will not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7.2 The Consultant will procure and maintain at Consultant's expense insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by Consultant or Consultant's agents, subcontractors or employees. Before commencing the work the Consultant will furnish to the City a certificate or certificates in form satisfactory to the City, showing that Consultant has complied with this paragraph. All certificates will provide that the policy will not be changed or canceled until at least 30 calendar days written notice will have been given to the City. Commercial general liability insurance and motor vehicle insurance will be written with the City of Seguin, Texas as an additional insured and will be endorsed to provide a waiver of the carrier's right of subrogation against the City. The kinds and amounts of insurance required are as follows:

Workers' Compensation Insurance: In accordance with the provisions of the Workers' Compensation Act of the State of Texas.

Liability Insurance: (1) Commercial general liability insurance with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000.00 in the aggregate, (2) Motor Vehicle liability insurance in an amount not less than \$1,000,000 combined single limit per incident (3) professional liability coverage to cover lawful claims arising in connection with this Project in the combined single limit amount of at least \$1,000,000.00 and \$2,000,000 in the aggregate.

The stated limits of insurance required by this Paragraph are **minimum only**—they do not limit the Consultant's indemnity obligation, and it will be the Consultant's responsibility to determine what limits are adequate. These limits may be basic policy limits or any combination of basic limits and umbrella limits. The City's acceptance of Certificates of Insurance that do not comply with these requirements in any respect does not release the Consultant from compliance with these requirements.

7.3 Depending on the nature of the work involved the Scope of Services may require other insurance be purchased by the Consultant,

ARTICLE 8 CLAIMS AND DISPUTES

MEDIATION

8.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation at the option of the City or Consultant as a condition precedent to the commencement of litigation. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

8.2 If the City elects to mediate, the City and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by non-binding mediation. The Parties shall mutually agree to a mediator and the mediation shall be held at a mutually agreeable time and place. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation.

8.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

8.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the dispute may be resolved through litigation in a state court of competent jurisdiction.

ARTICLE 9 FEDERAL FUNDING REQUIRED ASSURANCES UNDER TITLE II AND VI

9.1 The Consultant will comply with the Acts and the Regulations relative to Nondiscrimination in applicable Federally assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, or other Federal agency, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

9.2 The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

9.3 In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

9.4 The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration, or other Federal Agency providing funding for this Agreement, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or the City, as appropriate, and will set forth what efforts it has made to obtain the information.

9.5 In the event of a Consultant's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding payments to the Consultant under the Agreement until the Consultant complies; and/or

b. cancelling, terminating, or suspending an Agreement, in whole or in part.

9.6 The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 This Agreement is governed by and will be construed under the laws of the State of Texas. All obligations of both parties are performable and exclusive venue for any dispute arising under this Agreement is in Guadalupe County, Texas.

10.2 As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations will commence to run and any alleged cause of action will be deemed to have accrued when the party commencing the cause of action knew or should have known of the existence of the subject act(s) or failure(s) to act.

10.3 The Consultant will not use funds received by it directly or indirectly under the terms of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.

10.4 The Consultant hereby affirms that Consultant and Consultant's firm have not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of his/her immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of Consultant to provide professional services to the City within the two years preceding the execution of this Agreement. A campaign contribution, as defined by the Texas Election Code or the Seguin City Code will not be considered as a valuable gift for the purposes of this Agreement.

10.5 In performing the services required under this Agreement, the Consultant will not discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability or ancestry. The Consultant agrees not to engage in employment practices which have the purpose or effect of discriminating against employees or prospective employees because of race, color, sex, religion, national origin, age, disability or ancestry. A breach of this covenant may be regarded as a default by the Consultant of the Agreement.

10.6 All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. The term "will" is mandatory in this Agreement.

10.7 Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

10.8 All services provided pursuant to this Agreement are for the exclusive use and benefit of the City.

10.9 In performing all services under this Agreement, the Consultant, its subcontractors, successors and assigns will comply with all local, state and federal laws.

10.10 The City's execution and performance under this Agreement will not act as a waiver by the City of any immunity from suit to which it is entitled under applicable law. The parties acknowledge that the City, in executing and performing this Agreement, is a governmental entity acting in a governmental capacity.

10.11 The City of Seguin is governed by the Texas Public Information Act (the "Act"), Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this agreement may be subject to release under the Act. The Consultant will not make any reports, information, data, etc. generated under this Agreement available to any individual or organization without the written approval of the City.

10.12 The captions or headings included in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, articles, or sections of this Agreement.

10.13 In the event that the performance by either the City or the Consultant of any of its obligations under this Agreement is interrupted or delayed by events outside of their control such as acts of God, war, riot or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of such events.

10.14 In the event of a default or breach of this Agreement by the Consultant, the City reserves the right to choose among the remedies for the default or breach available to the City. These remedies may be used in conjunction with one another or separately, and together with any other statutory or common law remedies available to the City. Any failure by the City to enforce this Agreement with respect to one or more defaults by the Consultant will not waive the City's ability to enforce the Agreement after that time.

ARTICLE 11 SUCCESSORS AND ASSIGNS

11.1 The City and the Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The City and the Consultant will not assign, sublet or transfer any interest in this Agreement without the prior written consent of the other.

11.2 The Consultant will notify the City, in writing, of any change in its partnership/ownership within 30 calendar days of such change.

ARTICLE 12
EXTENT OF AGREEMENT

12.1 This Agreement, including appendices and referenced attachments represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior proposals, negotiations, representations or agreements either written or oral between the parties. In the event of a dispute between the City and Engineer regarding the intent of this Agreement, both parties agree that this Agreement will be construed in a manner consistent with the City's Request for Qualifications, the Consultant's response thereto, and the public record of the City Council's approval of this agreement as applicable. The Consultant's expenses for travel, office, production and other expenses associated directly or indirectly with this Agreement are included as part of the total fee. Except as to a change in the scope of services, the compensation for which does not exceed \$50,000.00, this Agreement may be amended only by separate written instrument approved by the City's governing body and signed by both the City and the Consultant.

12.2 Any exhibits and/or attachments attached to this Agreement are incorporated by reference into this Agreement as though included verbatim herein.

12.3 In the event of any conflict between the Agreement and the provisions of any exhibit or attachment to this Agreement, such provision shall be construed in the following order of precedence: (1) The Request for Qualifications – IDIQ for Professional Services; (2) this Agreement; (3) Scope of Services; and (4) additional specific contractual documents. In the case of an irreconcilable conflict as to scope of services the more specific provision shall prevail over the more general provision.

ARTICLE 13
NOTICES

13.1 Notices required under this Agreement will be provided by the parties to one another by certified mail, return receipt requested, or by confirmed facsimile transmission, to the following addresses:

To the City:

Steve Parker
City Manager
205 N. River Street
Seguin, Texas 78155
sparker@seguintexas.gov

To the Consultant:

Jeff Whitacre, P.E., AICP, PTP
Project Manager
801 Cherry Street, Suite 1300
Fort Worth, Texas 76102
jeff.whitacre@kimley-horn.com

Each of the persons executing this Agreement represents that he or she has full power and authority to execute this Agreement on behalf of the party that person represents. This Agreement will be effective as of the day and year established in the first paragraph of this Agreement.

City of Seguin

Steve Parker, City Manager

EXHIBIT A SCOPE OF WORK

TASK 1: PROJECT STRUCTURE AND WORKPLAN

Task 1.1. Project Workplan

The Consultant will kick off the project by creating a workplan that serves as a living document for both the internal project team and the City's team and sets expectations for communication guidelines, upcoming tasks, and overall project progress. The workplan will be revisited during regular project meetings to illustrate how our progress compares with the original schedule and provide timely delivery of milestones throughout the process.

Task 1 Deliverables: Project Workplan

TASK 2: PROJECT MANAGEMENT AND COORDINATION

Task 2.1. Project Coordination Meetings

The Consultant will communicate with the City and report on project progress by having a virtual project coordination meetings once a month with up to two in person. This project meeting will include a progress report.

Task 2.2. Study Review Committee

A Study Review Committee (SRC) will be created to oversee the CSAP's development at key touchpoints in the process. The format of these meetings is anticipated to be in-person, with the City identifying the members to serve on the SRC. It is recommended that SRC members represent a variety of professionals relevant to the commitment and improvement of roadway safety such as engineers, first responders, community leaders, healthcare professionals, other public professionals, and representatives from historically underrepresented communities. In total, we anticipate sending two team members to facilitate five in-person SRC meetings that will follow the below format.

SRC Meetings

1. Kick-Off and Goal Setting
2. Safety Analysis (High-Injury Network)
3. Equity Review and Priority Considerations
4. Implementation Matrix
5. Administrative Draft and Recognition of SRC, Annual Reporting Next Steps

Task 2 Deliverables: Monthly Coordination Meetings, SRC Meetings (5)

TASK 3: STAKEHOLDER AND PUBLIC ENGAGEMENT

Task 3.1. Public Engagement Plan

The Consultant will develop a plan for community and stakeholder (public) outreach and a strategy for communication at the beginning of the project. This Public Engagement Plan (PEP) will incorporate outreach and engagement methods and provide needed input for the development and implementation of the CSAP. The PEP will also identify a list of key stakeholders to make sure we are involving and addressing a diverse cross section of the community and listening to their concerns. The strategy will leverage existing communication channels and identify any supplemental strategies needed to educate and engage the community on the project. The PEP will include considerations of the following:

- Identification of, and engagement activities for, key communities that may be disproportionately impacted by traffic risks and traditionally underserved by safety efforts
- Specific activities for reaching identified stakeholder groups and engagement strategies that inform, involve, and empower stakeholders and the public
- Examination of perceived safety culture and concerns in the Seguin area
- Timeline for stakeholder and public engagement activities
- Communication methods for sharing information with residents and community members
- Strategy for effective and consistent messaging

Task 3.2. Online Engagement

The Consultant will create an online hub for engagement through a social pinpoint website. This website will serve as a platform for engagement by hosting surveys, informational videos, and interactive mapping tools. This hub will allow users to provide input on a wide range of projects, with this feedback being able to be seamlessly integrated into GIS analysis.

Task 3.3. Public Meetings

The Consultant will host two public meetings as “pop-up” style events that leverage the City’s existing public events. One pop-up meeting taking place after the data collection is completed but will be presented as a “blank canvas” opportunity to give feedback without recommendations to respond to. We will incorporate public ideas with other technical analysis to present as recommendations, maps, and policy recommendations at the second pop-up meeting for confirmation of draft results.

A final public meeting will be held to display the final plan for the project that potentially could be combined with the ongoing transportation master plan.

Task 3.4. Promotional Materials

The Consultant will spend up to \$750 to order customized promotional materials for the City and SRC to distribute at public events to promote the safety initiative. Materials will be designed by

Consultant and ordered through a third-party manufacturer. These materials will be customized to be cohesive with the project's branding style and include but are not limited to:

- Apparel such as t-shirts, polos, or hats
- Pop-up booth materials such as a tent or banner
- Giveaway items such as water bottles or stickers
- Children's activities such as coloring books

Task 3 Deliverables: Public Engagement Plan, Social Pinpoint Project Website, In-Person Pop-Up Meetings (2), Public Meeting, and Safety Initiative Promotional Materials

TASK 4: DATA COLLECTION

Task 4.1. Data Collection Request

The Consultant will create a data needs request that lists technical data and applicable documents needed from the County for review, including items identified in the scope of work. Upon request, this data will be provided by the County which includes, but is not limited to, the following:

- GIS Data for City Limits
- ETJ
- Land Use Public Facilities
- Zoning
- Trails
- Sidewalks
- Floodplains
- Currently Planned Projects

Task 4.2. Other Data Collection

The Consultant will use the data collected from the City, Texas Department of Transportation (TxDOT), and the Census/ American Community Survey, our team will create the following maps to understand existing conditions for the CSAP:

- CRIS Crash Data
- Existing Roadway Network
- Existing Bicycle and Pedestrian Network
- Existing Rail and Freight Network
- Current Roadway Projects
- Existing Congestion (volume-to-capacity ratio)
- Transportation and Economic Disadvantaged Census Tracts

- 2020 Census Majority Minority Areas (MMAs) and Super MMAs
- Citywide Demographics (2020 Census) Against Locations of Fatal or Severe Crashes:
- Age
- Race and Ethnicity
- Poverty

The Consultant will:

- Review existing local, regional, state, and federal plans, studies, ordinances and initiatives related to roadway safety improvements to identify opportunities to improve processes for prioritizing transportation safety and collaboration that could lead to improved effectiveness of safety analysis, project development, and implementation for jurisdictions in the City of Seguin ETJ area
- Conduct a peer review and comparison of the crash analyses for up to three (3) similar cities identified by the SRC. This review should include, but is not limited to, a comparison based on crashes per Vehicle-Miles Traveled and crashes per capita, and exposure to risk/crash risk
- Assess the quality and completeness of existing available data collected above including crash, transportation, land use, and demographic data
- Develop recommendations based on literature, policy, and data review on best analysis strategies and data requirements.

Task 4 Deliverables: Data Request Letter, Peer Review Memo, Best Practices Summary

TASK 5: SAFETY ANALYSIS

Task 5.1. Crash History Analysis

The Consultant will collect crash data from the last three - five years using the TxDOT Crash Records Information System (CRIS) Database. Using this available data, the project team will create the following maps to better understand existing crash hotspots Citywide:

- Crash Heat Map
- High-Crash Intersections Map
- Bicycle Crash Map
- Pedestrian Crash Map
- Motorcyclist Crash Map
- Freight-Related Crash Map
- Distracted Driving Crash Map
- Impaired/Drunk Driving Crash Map

Task 5.2. High-Injury Network (HIN)

The Consultant will create a custom model in ArcGIS Pro to calculate which roads have the highest crash rates for fatal or injury-related crashes (KABs). Based on the results of these

calculations, a subset of the City's roadways will be identified as the high-injury network (HIN). This HIN will identify which roads should be the City's priority for short- or long-range safety projects.

Task 5.3. Field Observations for Countermeasure Identification

Using the HIN, the SRC will identify up to five miles of corridors to study further through detailed countermeasure analysis (study corridors must be at least one mile in length). The project team will spend up to two days conducting field observations along the corridors to understand the following conditions:

- Poor sight distance at intersections or driveways
- Overgrown vegetation or other obstacles in the travelway
- Speeding or traffic control compliance issues
- Any substandard or out-of-date roadway design
- ADA accessibility compliance issues
- Existing interaction between mode users

A write up of the field observations will be included in the final CSAP document along with any relevant photographs as an appendix to support the recommendations.

Task 5.4. Countermeasure Identification

The Consultant will use crash police reports provided by the City to examine the trends in fatal and severe crashes (KABs) along the study corridors to identify appropriate safety countermeasures for implementation. If needed, we also may require traffic signal timing sheets to better understand operations at high-injury traffic signals. These countermeasures will be visualized graphically on existing aerial imagery of the study corridors to aid in visualizing the proposed improvements.

Task 5.5. Countermeasure Identification

The Consultant will apply countermeasure crash modification factors (CMFs) to the existing crash data in order to project the anticipated safety benefits from the applied improvements. The results of these calculations will be provided in an Excel worksheet.

Task 5 Deliverables: Crash History Maps, Field Observations Write-Up, Study Corridor Recommendations Exhibits, CMF Calculations Worksheet

TASK 6: TRANSPORTATION EQUITY REVIEW

The Consultant will perform a transportation equity review to understand how current transportation systems, services, and decision-making processes impact the lives of all users, including underserved and underrepresented communities in the City of Seguin. This should include an analysis of systems, services, and processes that support safe and easy-to-use

multimodal options, amenities that are accessible to all populations for reaching destinations independently, and strategies to reduce socioeconomic disparities experienced by underserved and underrepresented communities. As part of this task, the Consultant will develop and assess regional transportation indicators that easily measure transportation barriers in the City of Seguin and/or potential structural inequalities that different population groups may face with a focus on the disadvantaged census tracts shown to the right, which cover a large portion of the developed area of Seguin. These indicators will be approved prior to analysis but may consider:

- Accessibility
- Connectivity
- Effectiveness
- Environment
- Health
- Mobility
- Safety
- Level of community engagement
- Other equity indicators, as required.

Task 6 Deliverables: Equity Review Memo

TASK 7: DASHBOARD AND TOOLKIT

Task 7.1. Dashboard

Kimley-Horn will develop a dashboard using Power BI that tracks crashes in Seguin.

Task 7.2. Toolkit

The Consultant will develop a safety toolkit with graphic illustrations that illustrate safety countermeasures, context sensitive solutions, and user educational components specific to Seguin.

Task 7 Deliverables: Power BI Dashboard; Toolkit

TASK 8: IMPLEMENTATION MATRIX

The Consultant will create an implementation matrix that discusses implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate. Once identified, the list of projects and strategies is prioritized in a list that provides time ranges for when the strategies and countermeasures should be deployed (e.g., short-, mid-, and long-term time frames). The list will include specific projects and strategies, or descriptions of programs of projects and strategies, and explains prioritization criteria used. It is anticipated that recommendations will be screened and up to 20 recommendations will be further prioritized.

Task 8 Deliverables: Implementation Matrix in .xlsx Format

TASK 9: ADMINISTRATIVE AND FINAL PLAN

Task 9.1. Report

The Consultant will create a concise report detailing the plan overview, vision, goals, existing conditions, public outreach, safety analysis, transportation equity review, and implementation matrix. Our team will provide two opportunities for internal review before presenting the report to the public.

The review process for the report by the City is intended to be:

- 60% - technical materials – Full Review (occurs during other Tasks)
- 80% - word version of the report – Full Review
- 95% - Final Draft layout – Minor Review

Task 9.2. Adoption Presentation

The Consultant will attend up to two meetings outside of the SRC to present on the final report before its adoption, which is anticipated to be a work session for City Council and the adoption meeting. The materials for these meetings are anticipated to be pulled from the report or previous meetings to summarize the efforts conducted over the last year.

Task 9 Deliverables: Report; Adoption Presentations

TASK 10: EXECUTIVE SUMMARY / FACT SHEET

After Task 9.1 is complete, the Consultant will create a brief executive summary or fact sheet in PDF format which relays all pertinent information in an easy-to-follow format. The summary will be concise and highly graphic, highlighting major assumptions, strategies, and recommendations.

Task 10 Deliverables: pdf Executive Summary

TASK 11: DELIVERABLES

Upon final project completion, the Consultant will provide a high-resolution document in PDF format, as well as data and study products. All meeting summaries and technical analyses will be included as an appendix of the study.

EXHIBIT B
PAYMENT AND FEE SCHEDULE

The Consultant will perform the services in Tasks 1 – 11 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 City.

Task 1. Project Structure and Work Plan	\$3,000
Task 2. Project Management and Coordination	\$45,000
Task 3. Stakeholder and Public Engagement Program	\$41,500
Task 4. Data Collection and Review	\$17,000
Task 5. Safety Analysis	\$81,000
Task 6. Transportation Equity Review	\$22,500
Task 7. Dashboard and Toolkit	\$23,000
Task 8. Implementation Matrix	\$11,000
Task 9. Administrative Draft and Final Plan	\$27,000
Task 10: Executive Summary and Fact Sheet	\$12,000
Task 11: Deliverables	\$3,500
TOTAL	\$286,500

EXHIBIT C COMPLETION SCHEDULE

	23-Nov	23-Dec	24-Jan	24-Feb	24-Mar	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun	25-Jul
Task 1: Project Structure and Work Plan																					
Task 2: Project Management and Coordination				★	★	★	★	★													
Task 3: Stakeholder and Public Engagement Program																					
Task 4: Data Collection and Review																					
Task 5: Safety Analysis																					
Task 6: Transportation Equity Review																					
Task 7: Dashboard and Toolkit																					
Task 8: Implementation Matrix																					
Task 9: Administrative Draft and Final Plan																			★		
Task 10: Executive Summary and Fact Sheet																					
Task 11: Deliverables																					

★ = SRC Meeting ★ = Council Meeting