

PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This AGREEMENT ("Agreement") is entered into by and between the undersigned, Kimley-Horn and Associates, Inc("Contractor"), with offices at 11700 Katy Freeway, Suite 800, Houston, Texas, 77079, and the City of Seabrook ("CITY"), Texas, a home-rule municipal corporation of the State of Texas, located at 1700 First Street, Seabrook, Texas, 77586.

Section 1. Services: Contractor will perform the designated services and/or provide the designated products as set forth in Exhibit A ("Professional Services Proposal), which is attached hereto and incorporated for all purposes. The work under this Agreement shall be completed as detailed in Exhibit A. The terms and conditions of this Agreement take precedence over all exhibits and attachments.

Section 2. Term and Termination: This Agreement shall begin on July 3, 2019, and for a term of seven (7) months, unless otherwise agreed to by City and Contractor in writing. This Agreement may be terminated, upon thirty (30) days written notice, by the CITY without cause or by the Contractor for cause. This Agreement may be terminated immediately by the CITY for cause, as determined by CITY. Upon termination, CITY shall pay Contractor for Services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, CITY will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

Section 3. Compensation: Contractor shall be paid for the services and reimbursable travel expenses, if any, as set forth in Exhibit A. CITY shall pay Contractor in accordance with the Texas Government Code, Chapter 2251 which shall control payment requirements between the parties, as provided by statute. Contractor must submit invoices for all Services, which invoices must include dates and hours of service and details of services provided. Invoices shall be submitted, not later than the second (2nd) and fourth (4th) Friday of each month, to the City Project Manager or designee. Payment for delivery of Services rendered shall not be unreasonably withheld or delayed. The CITY shall be under no obligation to pay for Services rendered without prior authorization. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to CITY.

Section 4. Travel: Contractor shall be reimbursed for travel conducted in the pursuit of this Agreement and appropriate per diem as outlined in Exhibit A. Documentation, which shall consist of original receipts, of travel costs, including, but not limited to, hotel and transportation costs, shall be provided by the Contractor for all travel-related expenses, except mileage from the Contractor's personal automobile.

Section 5. Limit of Appropriation and Fiscal Funding. The Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the CITY shall have available the amount budgeted by the CITY to discharge any and all liabilities which may be incurred by the CITY pursuant to this Agreement and that the total maximum compensation that the Contractor may become entitled to hereunder and the total maximum sum that the CITY shall become liable to pay to the Contractor hereunder shall not under any conditions, circumstances, or interpretations, hereof, exceed the said total maximum sum provided for in this section without prior written permission and approval by an authorized official from the CITY, as provided herein. The CITY'S fiscal year is October 1 through September 30. If this Agreement extends beyond September 30th, there shall be a fiscal funding determination. If, for any reason, funds are not appropriated to continue the contract in

PROFESSIONAL/CONSULTING SERVICES AGREEMENT

the new fiscal year, this Agreement shall become null and void on the last day of the current appropriation of funds without penalty of any kind or form to the CITY.

Section 6. Relationship of the Parties: Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of CITY. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of Seabrook employees. Contractor shall be responsible for all expenses necessary to carry out the services under this agreement, and shall not be reimbursed by CITY for such expenses except as otherwise provided in this Agreement.

Section 7. Authority of City Project Manager: All Services to be performed by the Contractor hereunder shall be performed to the satisfaction of the CITY'S project manager, namely City Manager or designee. The CITY'S project manager shall decide any and all questions, which may arise as to the quality or acceptability of the Services performed by the Contractor and the decisions of the CITY'S project manager in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the CITY'S project manager to alter, vary or amend this Agreement.

Section 8. Intellectual Property: This Agreement shall be an agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of CITY. The work may be edited at any time within the CITY's discretion. If the work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to CITY, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, CITY maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the Services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Contractor hereby waives and appoints CITY to assert on the Contractor's behalf, but without obligation on the CITY to do so, the Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for CITY purposes.

Section 9. Confidentiality: During the term of this Agreement, Contractor may come in contact with confidential information of CITY. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by CITY. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify CITY of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to CITY all confidential information in Contractor's possession or control. Contractor shall further comply with all City information security policies that may apply and shall not make any press releases, public statements or advertisement referring to the Services provided under this agreement or the engagement of Contractor without the prior written approval of CITY.

PROFESSIONAL/CONSULTING SERVICES AGREEMENT

Section 10. Warranties and Representations: Contractor warrants and agrees that Contractor shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by CITY, Contractor warrants and agrees that Contractor will perform the Services in compliance with all CITY rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

Section 11. Licenses/Certifications: Contractor agrees to obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.

Section 12. Performance/Qualifications and Assignment: Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards. The CITY and the Contractor bind themselves and their successors, executors, administrators, and assigns to this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement. Neither the CITY nor the Contractor shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other, which consent will not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

Section 13. Conflict of Interest: Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and CITY that could be construed as a conflict of interest with regard to this Agreement. Pursuant to Section 2252.908, Texas Government Code, if this Agreement requires an action or vote by the CITY Council or has a value of at least \$1 million, Contractor further warrants that Contractor has submitted a disclosure of interested parties to the CITY.

Section 14. Insurance: For the entire term of the Agreement ("Term"), Contractor shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence, \$2,000,000 in the aggregate or medical malpractice insurance (whichever applies). Contractor shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name CITY as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Insurance Policy Endorsements and any additional coverage evidence requested by CITY evidencing these insurance requirements prior to the start of work. The Contractor shall notify the CITY in the event of any change in the required coverage or cancellation, and shall give such notices not less than 30 days prior to the change or cancellation. The Contractor shall provide replacement evidence of coverage, as determined adequate by City commensurate with the requirements of this Agreement, prior to such change or cancellation. The Contractor agrees to waive all the Contractors, its officers, employees, agents, assigns, and successors' rights of

PROFESSIONAL/CONSULTING SERVICES AGREEMENT

subrogation, except as provided by law, against the CITY, its officers, employees, and elected representatives for injuries, including death, property damage, or other loss covered by insurance and the Contractor will provide a waiver of subrogation endorsement against the CITY. The CITY must be named or listed on the endorsement. **COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE CITY PURCHASING AND RISK MANAGEMENT DIVISION AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.**

Section 15. Indemnification: Contractor, to the fullest extent provided by law, shall indemnify and hold harmless City, and each of its directors, officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including without limitation attorneys' fees and reasonable litigation costs, arising out of, connected with, or resulting from any negligent acts or omissions of Contractor or any agent, employee, subcontractor, or supplier of Contractor in the execution or performance of this contract. If any action or proceeding shall be brought by or against the CITY in connection with any such claim, action, suit, demand, proceeding, cost, damage, or liability, the CONTRACTOR, on notice from the CITY, shall defend the CITY against such action or proceedings at Contractor's expense, by or through attorneys reasonably satisfactory to the CITY. The Contractor's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by the Contractor under this Agreement.

Section 16. Force Majeure: Neither CITY nor Contractor will be liable for any failure, breach, loss, damage or delay in the performance of this Agreement due to any cause beyond its reasonable control, including, an act of war, an act of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of CONTRACTOR), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

Section 17. Notices: Any notice given under this contract by either party to the other may be given by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.

Section 18. Texas Family Code Child Support Certification: Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Section 19. Jurisdiction: CITY and Contractor agree that any dispute under this Agreement shall be brought in a court of competent jurisdiction in Harris County, Texas, and that this Agreement shall be governed by Texas law, except for the conflict of law provisions.

Section 20. Prohibition on Boycotting Israel. Pursuant to Section 2270.002, Texas Government Code, CITY may not enter into a contract for goods or services unless the contract contains a written verification that the contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. By executing the House Bill 89 Verification Form, **Exhibit C**, attached hereto and incorporated herein for all purposes, CONTRACTOR

PROFESSIONAL/CONSULTING SERVICES AGREEMENT

verifies that CONTRACTOR does not boycott Israel or will not boycott Israel during the term of this Agreement.

Section 21. No Indemnification by City. Notwithstanding anything herein to the contrary, including any documents or exhibits that may be attached or incorporated by reference, it is specifically stipulated, agreed and acknowledged by Contractor/subcontractors/assigns, that under no circumstances shall the City be required, obligated, interpreted or determined to hold and save Contractor harmless, or provide indemnification to any party/3rd party as a result of this Agreement, it being specifically understood that the City has not created, a sinking fund for any such purposes, as required by Texas Constitution Article 11, Section 7. Contractor acknowledges that City takes the position that such indemnification is not permitted by state law.

Section 22. Entire Agreement: This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this agreement.

Section 23. Severability: In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of this Agreement.

Section 24. Authority: Contractor warrants and represents that Contractor has full power and authority to enter into and perform this agreement and to make the grant of rights contained herein. The person signing on behalf of CITY represents that he/she has authority to sign this agreement on behalf of CITY.

Kimley-Horn & Associates, Inc- "Contractor"

City of Seabrook

By:  DocuSigned by:
31C29AE2A4B44BC...

By: _____

Name: Christopher V. Frysinger

Name: Thomas G Kolupski

Title: Senior Vice President

Title: Mayor

Date: 6/26/2019

Date: _____

Note: Modification of this Form requires approval by the Office of the City Attorney.



RE: *EXHIBIT A - Professional Services Proposal*
Open Space and Parks Master Plan Update

Date: June 24, 2019

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this EXHIBIT A to the City of Seabrook ("the City") for providing professional services for the above referenced project. Our project understanding, scope of services, and fee are below.

PROJECT UNDERSTANDING

It is our understanding that the City intends to enter into a professional services agreement with the Consultant for planning services for the Open Space and Parks Master Plan Update in Seabrook, TX. The Seabrook Open Space and Parks Master Plan 2019 is intended to provide renewed direction for Seabrook's parks and recreation facilities system.

INFORMATION PROVIDED BY THE CITY

The City shall provide the following information requested by the Consultant:

- Existing planning documents, including Parks departmental priorities, City of Seabrook Comprehensive Plan, City of Seabrook Open Spaces and Parks Master Plan 2012, and any other applicable recent planning initiatives;
- Inventory of existing recreation resources, programs, and facilities;
- Future recreation land acquisitions;
- Demographics (current and projected);
- City design standards;
- City Capital Improvements Plan (CIP);
- Organize meetings with Open Space and Trail Committee, Stakeholders, Council and Community Open Houses;
- Executed copy of this agreement.

The Consultant shall be entitled to rely on the completeness and accuracy of materials supplied by the City in the completion of these services.

SCOPE OF SERVICES

Task 1 – Design Meetings

Our team will conduct the following meetings setup by the City:

- **Kickoff Meeting:** Kimley-Horn will facilitate a kick-off meeting at a Seabrook office to identify the City's vision for the Master Plan. During this meeting, the Consultant will outline the City staff and Consultant responsibilities. City staff will be asked to provide the documents outlined in the 'Information provided by the City' section above for the Consultant to review and reference in preparation of the Master Plan. This task includes effort for the Consultant to review the provided information.
- **Open Space and Trail Committee Meetings:**
 - **Post Kickoff Meeting:** Following the Kickoff Meeting, Kimley-Horn will attend up to 1 meeting with the Committee at a Seabrook office to discuss mission statement, core values, identify outcomes of the Master Plan, develop measurable goals, and review work plan and schedule.
 - **Other Meetings:** Kimley-Horn will attend up to 2 other meetings at a Seabrook office with the Committee at key times throughout the Master Plan process.
- **Public Meetings:**
 - **Kickoff Open House:** Following the Kickoff meeting, Kimley-Horn will attend up to 2 open house meetings in Seabrook for the public to comment on issues, needs, preferences, and recommendations. These meetings will be set up as informal, drop in's.
 - **Review Findings Workshop:** After the Inventory and Analysis (Task 2), a public meeting will be held in Seabrook to review finding and existing conditions. This Workshop guide how to proceed relative to plan recommendations.
- **Stakeholder Meetings:** Following the Kickoff Meetings, Kimley-Horn will attend up to 2 meetings at a Seabrook office with key stakeholders identified by City Staff (such as the business community, children in schools, and other parties that have interest in Seabrook Open Space and Parks facilities) at key times throughout the Master Plan process. The meetings will focus on resident perceptions regarding SWOT (strengths, weaknesses, opportunities, and threats) of developing comprehensive parks, trails and open space.
- **Monthly Progress Meetings:** Kimley-Horn will attend monthly progress meetings via conference call as needed (up to 6 meetings).
- **Council Meeting:** Kimley-Horn will attend up to two (2) City Council meetings. One at the time of the presentation of the Draft Master Plan and one at the adoption of the Final Master Plan.

Deliverable: One (1) electronic file and two (2) hard copies of the meeting notes and exhibits/reports discussed at above meetings at least three (3) working days before each meeting.

Task 2 – Inventory and Analysis

Kimley-Horn will provide the following as part of the Inventory and Analysis:

- Conduct one (1) site visit to each existing recreation facility to identify the type by designation (neighborhood, community or regional park), condition, assess areas of improvement, maintenance needs, and determine the role of each park.

- Review the existing recreational land areas and opportunity for expanding.
- Review the distribution of facilities relative to travel times and population served.
- Compare and categorize existing facilities to National Recreation and Park Association's (NRPA) standards.
- Provide strategies and policy recommendations for maximizing recreation opportunities.
- Review current City design standards and make recommendations as it relates to maintenance, best practices, green design strategies, and placemaking.

Deliverable:

- One (1) electronic file and two (2) hard copies of the Draft and Final Inventory and Analysis Section of the Master Plan identifying the above observations and recommendations in summary and chart form.
- One (1) GIS map identifying service area boundaries for existing parks, recreation facilities, trails, and open space on separate layers.

Task 3 – Community Profile and Statistically Valid Survey

Through a subconsultant, Kimley-Horn will conduct a one (1) statistically valid survey. This effort includes:

- Working with City Staff to develop survey content, the Consultant will provide sample questions (up to 4 pages long) to use as a starting point for the City to provide feedback. It is anticipated 3 rounds of comments are included. Additional rounds will be considered an additional service.
- Conducting a pilot test of the survey to ensure the questions are understood by residents. Based on the results of the pilot test, the Consultant may recommend changes to the survey.
- Selecting a random sample of residents (based on address) to be contacted for the survey.
- Administering the survey by combination of mail, internet, and phone to the random sample of residents (one survey per household). Mail survey will include a cover letter on City letterhead (provided by the City) and the survey questions. Postage-paid response envelopes will be provided for each respondent. A link will be provided in the letter for access to an online response version. Residents who receive the survey will have the option to return the printed survey by mail or completing it online.
- Following up via email and/or phone with households that received a mailed survey within 7-10 days. A sample of 300 completed surveys will provide results that have a margin of error of +/-5.5% at the 95% level of confidence at the City level. The results would be statistically valid City-wide. The Consultant will continue to follow up until reaching a minimum of 300 complete surveys and be considered statistically valid.
- Monitoring the sample to ensure that the sample reasonably reflects the demographic composition of the City with regard to age, geographic dispersion, gender, race/ethnicity and other factors.

Deliverables:

One (1) electronic file and two (2) hard copies of the Draft and Final Community Profile and Statistically Valid Survey Section of the Master Plan containing a summary of the survey methodology and description of major findings. Section will include:

- Charts and graphs that show the overall results of each survey question
- Benchmarking analysis showing how the City compares to residents in other communities
- Priorities-Investment Rating analysis identifying the facilities and programs that should receive the highest priority for investment from the City.
- Tabular data that shows the results for each question on the survey.
- A copy of the survey instrument.

Task 4 – Community Needs Assessment

Kimley-Horn will conduct a needs assessment for parks, recreation, open space, and trails to determine the demand for services from current and future residents. The Needs Assessment will draw from information provided in the statistically valid survey, GIS service area boundaries, demographic projections, public and stakeholder meeting input, and the Inventory and Analysis (Task 2) findings.

The Needs Assessment will:

- Highlight potential areas of shortfall or oversupply based on National Recreation and Park Association's (NRPA) standards.
- Identify current levels of satisfaction with park and recreation facilities and expectations through the statistically valid survey.

Deliverables:

One (1) electronic file and two (2) hard copies of the Draft and Final Community Needs Assessment Section of the Master Plan containing a summary of the assessment.

Task 5 – Prioritizing Facility Needs

Kimley-Horn will utilize the National Recreation and Park Association's (NRPA) Park, Recreation, Open Space and Greenway Guidelines methodology to determine the needs and standards for specific facilities. We will work with City Staff to define park standards, definitions for each park type, and open space area criteria that will be used to guide future site selection. A list of policy criteria will include population served, service area radii, minimum acreage needed, typical facility components, level of development/staff/maintenance expectations, special population needs, natural resource considerations, system connectivity, and land use compatibility.

Deliverables:

One (1) electronic file and two (2) hard copies of the Draft and Final Prioritizing Facility Needs Section of the Master Plan containing a summary of the results.

Task 6 – Prepare Draft and Final Report

Kimley-Horn will consolidate the above Sections into a document and presentation. Additionally, we will prepare implementation action plan worksheets to assist the City in creating actionable steps to completing the master plan recommendations. These worksheets will be added as an appendix to the Master Plan document and include these items: identifying the implementation entity, identifying



partnerships and coordination issues, and jump start items as they apply to each master plan recommendation. The Consultant will submit a Draft Master Plan for City review and comment. The Consultant will revise the Master Plan based on one (1) round of reasonable comments. It is understood these revisions will be incorporated into the Final Master Plan without additional review.

Deliverables:

- One (1) electronic file and two (2) hard copies of the Draft Master Plan.
- One (1) electronic file and twelve (12) hard copies of the Final Master Plan.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Such additional services shall include but are not limited to the following:

- A. Additional meetings or site visits
- B. Site plan design
- C. 3D modeling
- D. Color site plan renderings

SCHEDULE

The Consultant will work to prepare a mutually agreed upon schedule with the City.



FEE AND EXPENSES

Kimley-Horn will perform the tasks noted below on a lump sum (LS) basis. The services in this agreement will be billed as follows.

PROFESSIONAL SERVICES

Task 1 – Design Meetings	\$ 12,600 (LS)
Task 2 – Inventory and Analysis	\$ 5,100 (LS)
Task 3 – Community Profile and Statistically Valid Survey	\$ 12,200 (LS)
Task 4 – Community Needs Assessment	\$ 1,800 (LS)
Task 5 – Prioritizing Facility Needs	\$ 1,800 (LS)
Task 6 – Prepare Draft and Final Report	\$ 5,900 (LS)

Subtotal Lump Sum \$ 39,400 (LS)

	Total	\$ 39,400
	Estimated Reimbursable Expenses	\$ 1,100
	GRAND TOTAL	\$ 40,500

For all tasks, direct reimbursable expenses (such as delivery services, air travel, long distance mileage, in-house plot reproduction, and other direct expenses) will be billed at cost up to the amount indicated above. Sub fees will be invoiced at 1.10 times the expense. Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

CLOSURE

In addition to the matters set forth in this EXHIBIT A, our scope of services shall include and be subject to, and only to, the terms and conditions in the City of Seabrook Contract for Professional Services. As used in the Contract for Professional Services, the term “the Consultant” shall refer to Kimley-Horn and Associates, Inc., and the term “the City” shall refer to the City of Seabrook. Fees and times stated in this Proposal are valid for sixty (60) days after the date of this EXHIBIT A.



KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD RATE SCHEDULE

(Hourly Rate)

Analyst	\$110 - \$180
Professional	\$165 - \$215
Senior Professional I	\$185 - \$255
Senior Professional II	\$245 - \$270
Senior Technical Support	\$120 - \$195
Support Staff	\$80 - \$120
Technical Support	\$90 - \$105

Effective through June 30, 2020