

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT (the "Agreement") is entered into as of the effective date (the "Effective Date"), by and between Catalyst Commercial, Inc. ("Contractor"), located at 4307 McKinney Avenue, #13, Dallas, Texas 75205, and City of Grand Prairie ("Client"), Attn: Marty Wieder, Economic Development Director with an email of: Mwieder@GPTX.org.

1. **PROJECT.** Client hereby retains Contractor and Contractor hereby accepts engagement from Client to provide services for Concept Planning for Downtown Grand Prairie as set forth in Phase 1 Tasks 1-2 delineated on **Schedule "1"**, attached hereto (the "Services"). Upon completion of the Project and subsequent Notice to Proceed, Contractor shall commence Tasks 4.1-4.5 set forth in Phase II and Phase III, shown on Schedule "2."

2. **COMPENSATION.** Client shall pay Contractor a fee as set forth herein and Tasks 1-2 in **Schedule "1"**, plus reimbursable expenses, including, but not limited to, travel, lodging, reprographics, facilities rental, workshop supplies, and plotting. Contractor shall invoice Client on a monthly basis pursuant to a percentage completion of the tasks delineated in **Schedule "1"**, along with reimbursable expenses incurred to date. All invoices shall be due upon receipt and paid within thirty (30) days. Any local, state or federal taxes applicable to any of the services provided by Contractor shall be added to the amount due. All services undertaken by Contractor and authorized by Client shall be compensated at the following rates:

- \$300.00 per hour for principal
- \$250.00 per hour for senior consultants
- \$175.00 per hour associates
- \$105.00 per hour for professional support staff

Unless other arrangements are made by mutual agreement. Contractor may sub-contract any portion of the Services set forth on **Schedule "1" and "2"**; provided, however, any increase in fees or compensation due to the use of such sub-contracted services shall be approved in writing by Client. Client shall pay Contractor a fee as set forth herein for Tasks 4.1-5.6 in **Schedule "2"**, upon terms and conditions as outlined above, upon Notice to Proceed described in Paragraph 1.

3. **PROFESSIONAL STANDARDS.** Contractor shall be responsible, to the high level of competency presently maintained by other practicing professionals in the same type of work in Client's community, for the professional and technical soundness, accuracy, and adequacy of the work furnished under this Agreement.

4. **TERMINATION.** Either Client or Contractor may terminate this Agreement by giving 30 days written notice to the other party. In such event, Client shall forthwith pay Contractor in full for all work previously authorized and performed prior to the effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

5. **ACCESS TO RECORDS AND WORKPRODUCT.** Contractor agrees that Client shall, until expiration of one (1) year after final payment by Client to Contractor, have access to and the right to examine and photocopy directly pertinent documents, papers and records of Contractor involving transactions relating to this Agreement. Upon forty-eight (48) hours notice, Contractor shall give Client access during normal working hours to all necessary facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Contractor at all times shall retain co-ownership of all final work product resulting from this Agreement and may utilize it for any purposes including, without limitation, marketing. Contractor shall retain sole ownership of source files, digital files, drafts and working documents for all work product. Contractor and Client shall co-own final work products. If Contractor displays contractor's logo or copyright designation on any draft or final workproduct provided to Client, Client shall continue to utilize and display on the workproduct that logo or copyright designation if the workproduct is reproduced, used, disseminated or displayed publicly or disseminated to any third party unless other arrangements have been made by mutual agreement. Contractor reserves the right to enforce its copyright through all legal means including common law, statutory and equitable remedies.

6. **INSURANCE.** During the term of this Agreement and for two (2) years thereafter, Contractor shall keep in force General Liability and Professional Liability Insurance coverage up to \$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate total coverage, respectively. In addition, Contractor and Client shall agree to any additional insurance required under Client's Administrative Directive, which shall not be unreasonably withheld.

7. **ENTIRE AGREEMENT/ MODIFICATION.** This Agreement, including **Schedule "1"**, attached, is the entire agreement between the parties and supersedes all prior negotiations, agreements and understanding relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing. Email communication constitutes a writing if intended by both parties to be a writing under this paragraph.

8. **ASSIGNMENT.** Client understands that it may not assign this Agreement or its rights hereunder, or delegate any or all of

its duties under this Agreement without written authorization from Contractor. Except for the use of sub-contractors to perform services, Contractor understands that it may not assign this Agreement or its rights hereunder, without written authorization from Client.

9. REMOVED

10. SEVERABILITY. In the event that any one or more of the provisions contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, and the enforceability of the remaining provisions contained herein shall not be impaired thereby.

11. BINDING EFFECT. The parties to this Agreement further agree that the promises, covenants, and conditions herein shall be binding upon the parties to this Agreement, their heirs, assigns, successors, administrators, and representatives forever.

12. INDEMNIFICATION AND HOLD HARMLESS. To the extent allowable by law, Each party agrees to indemnify and hold the other party, its heirs, assigns, successors, administrators, and representatives harmless of and from any and all claims, actions, liabilities, losses, damages, suits or causes of action brought by any third party, person or entity as a result of any incident, event or occurrence giving rise to such claims, to the extent such claims, actions, liabilities, losses, damages, suits or causes of action are caused by any negligent act, error or omission of the indemnifying party or any person or organization for whom indemnifying party is legally liable.

13. REMOVED

14. GOVERNING LAW. It is understood and agreed by the parties that this Agreement shall be governed by and enforced in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, this Agreement was executed by the parties as of the Effective Date.

CATALYST COMMERCIAL, INC.

By: _____
 (Authorized signature)
 Jason Claunch
 Date: 1/31/18
 Its: President

City of Grand Prairie

By: _____
 (Client Authorized signature)
 BY: _____
 Date: _____
 Its: _____

Schedule "1"

Catalyst Commercial, Inc. shall undertake the tasks and provide the deliverables as follows:

Grand Prairie Downtown Corridor and I-30 Market Initiative

Catalyst Planning Budget

Task	Totals
1. Existing Conditions Assessment	
1.1 Kick Off - The consultant shall prepare for and participate in a kick-off meeting where the City and consultant team shall discuss objectives and outcomes. During this meeting, confirmation on timeline, scope of work and potential issues shall be explored to inform the process, including a detailed understanding of the properties, context and extents of the Main Street corridor within Downtown Grand Prairie, generally located between NW 6th and Beltline Road. The kick-off meeting will include the internal stakeholder visioning process in preparation for future task and develop a business plan for activation for the Main Street.	\$1,640
1.2. Existing and Planned Facilities and Development Projects Analysis - Catalyst will work with staff and the consultant team to conduct an on-site visit and inventory existing or planned infrastructure projects, including Main Street and connected local streets, and any other projects/opportunities that might impact the Downtown Grand Prairie planning process. This review will consider short term needs for corridor as well as long term infrastructure needs overall. Catalyst will work with the consultant team to assess the timing and probability for these improvements that might impact the Main Street corridor within the greater Downtown Grand Prairie. This will include walking tour of the site to understand the conditions on the ground, and a tour of regional places to understand influences around the site.	\$1,640
1.3 Stakeholder Assessment Review and expansion of Stakeholder input - The Consultant team shall prepare for and conduct 1/2 day one-on-one major property owner interviews and 1/2 day stakeholder meetings (can expand interviews as needed at additional cost), to facilitate initial visioning in preparation for the planning workshop. These are in addition to internal stakeholder interviews. Consultant shall reserve another 1/2 day for additional interviews, as needed, with individual landowners, Grand Prairie key staff, leadership. Consultant will also coordinate with Ash + Lime and with Freese and Nichols in the comprehensive plan process	\$5,740
2. Market Analysis	
2.1 Market Analysis Catalyst shall conduct a high level market assessment to understand the capacity, velocity and potential for residential, multi-family and mixed-use commercial demand for properties for the Grand Prairie Downtown area and I-30 corridor. This process will also explore individual property owner plans and constraints to understand how ownership can be coalesced into a common vision or common goals and link the concepts from recent I-30 planning efforts. In addition, the Catalyst will explore complementary opportunities for the next immediate phases of development and potential development partners. With this knowledge the project team can project the market capacity, timing and infrastructure needs. This analysis is needed to establish market context and a baseline, rather than develop visions without being grounded in market reality. This effort will also provide framework for discussion and inform the program for the Charrette.	\$10,125

2.2 Review downtown objectives and meet with city staff to craft strategy recommendations for retail recruitment/downtown activation, with a focus on the downtown core and I-30 corridor in context of the greater downtown market and I-30 corridor.	\$900
2.3 Prepare brief memo and assemble downtown marketing materials to integrate into regional retail strategy in context of retail goals and conditions	\$1,575
2.4 Develop marketing summary which highlights the attributes and findings from Tasks 2.1-2.3.	\$2,475
3. Visioning and Design	
3.1 Visioning Charrette and Preparation	
Consultant shall participate in a visioning charrette with consultant team. Consultant will work with the team to develop 2 conceptual scenario drafts within a 2-day process. Day 1 and 2 will include design work (with interim pin ups for staff/stakeholder input). These iterative presentations of the project will enable client representatives to provide input, explore constraints and align the project team through the design process. One scenario will include an infill strategy. The additional scenario will include incremental redevelopment scenario that builds upon existing conditions showing potential build-out for Main Street. The final day will include a closing meeting to present design ideas/concepts to the general public. For each scenario, Catalyst shall include summary of the development potential.	
i. Explore options to include existing community character in designs	
ii. Explore best practices that incorporate natural areas and other features that adds to the sustainable designs	
iii. Determine potential for connected development that integrate neighborhoods with existing and planned commercial areas.	
iv. Explore potential to expand higher quality commercial or urban residential.	
v. Outline the capacity for nuanced retail that can compliment the existing commercial base, but fit within a mixed-use context.	
vi. Participate in I-30 workshop to understand how the downtown activation strategy can enhance and relate to other emerging corridors and visions	
Note: Assumes client provides workspace near study area, scaled base maps, and presentation venue near study area for open house.	\$12,890
3.2 Conceptual Master Plan Scenarios	
Consultant team shall work with staff to further refine and analyze a final scenario developed in the Charrette process. This process shall refine the scenario based upon:	
i. Individual property owner goals Integration Analysis	
ii. Regional Integration/Connectivity	
iii. Parks and Open space consideration	
iv. Overall transportation and circulation network	
v. Commercial market potential integration	\$11,670
3.3 Final Deliverable: Downtown Plan poster with annotations on key preliminary recommendations and a minimum of 1 perspective and sketches.	
Total Labor (not including ordinary out of pocket expenses)	\$48,655
Reimbursable Expenses	\$2,433
Total estimated Phase 1 Budget	\$51,088
(Optional) City Council meeting or P&Z and Council Joint work session to review concept plan scenarios and provide feedback.	

Additional Phase II Tasks: Activation Strategy

4.1 Zoning Framework Plan

The team shall work with the client to seek approval of a framework plan. The following tasks will be completed to ensure that the structure and protocol are meeting the needs of the client (stakeholder, council, etc.):

a. Prepare for and coordinate meeting with the city to establish the level of detail for the zoning structure - street design, housing type palette, housing mix structure, frontage types, open space/pedestrian connectivity, administration, etc.	\$2,380
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b. Final zoning framework and entitlement calibration

Team will complete zoning framework plan including character zones/transect zones/neighborhood type/sub-zones, major street network, and open space network. This would also include illustrative concept plans for different neighborhoods/locations that would then be used as diagrammatic tools to calibrate the zoning and illustrate the intent of the plans for future development partners.

The zoning framework will include components to encourage residential diversity, quality, street types and building types to tie elements and quality throughout the each neighborhood. (Assumes any required TIA's and infrastructure cost analysis to be undertaken by the city)	\$3,490
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4.2 Phasing Plan and Infrastructure Strategy

Catalyst shall work with the team in outlining a Phasing Plan which integrates into the business strategy for land development in context of the market analysis and ownership goals. The market analysis, design standards, utilities and infrastructure will be integrated into a unified district plan for Downtown. The proposed infrastructure will be analyzed and integrated into the business plan based upon future transactions so that infrastructure is not constructed prior to need, and without consideration of future value. A key to the phasing plan will be to assign the obligations and costs to public and private entities. Our efforts will enable the city of Grand Prairie to determine whether investment in certain street, utility and drainage infrastructure may be advantageous in terms of accelerating development, creating positive return (fiscal impact), and value creation for developers or future purchasers.	\$2,830
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4.3 Public Infrastructure and Financing Plan Options

Assist consultant team in developing a public infrastructure plan will be developed so that a rough estimate of utility/public needs can be integrated into the phasing plan. The goal will be to determine what investments should be undertaken and in which order. The plan will be developed assuming a conservative full build out; but allow for phasing over time. Consultant team shall work with the city in potential incentive structures, including TIF, PID or other tools based upon the project goals and structure.	\$2,275
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4.4 Post- charrette includes refined plan and 2 market ready renderings and meeting(s) to get consensus on final zoning framework, concept plans, infrastructure and phasing strategy (min. of 2 staff meetings, one round of stakeholder meetings, and one council/public meeting)	\$2,670
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4.5 Final Deliverable: Final Master Plan with a detailed memo on key preliminary assessment and implementation/phasing recommendations (includes a high level assessment of current regulatory structure and recommendations for refinements to include a form-based strategy and strategy for key public and private catalytic projects identified).	\$5,370
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Per separate fee based upon future outlined scope	
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Total Labor (not including ordinary out of pocket expenses)	\$19,015
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Reimbursable Expenses	\$951
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Total estimated Phase 2 Budget	\$19,966
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