

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into as of the effective date (the "Effective Date"), by and between GATEWAY PLANNING GROUP, INC. ("Contractor"), located at 3100 McKinnon Street, 7th Floor, Dallas Texas 75201, and CITY OF CORPUS CHRISTI, Texas ("Client"), located at 1201 Leopard St, Corpus Christi, TX 78401-2825, attention Daniel McGinn

1. **ENGAGEMENT.** Client hereby retains Contractor and Contractor hereby accepts engagement from Client to provide services for the Area generally called North Beach set forth in the tasks delineated on Schedule "I", attached hereto (the "Services").

2. **COMPENSATION.** Client shall pay Contractor a total fee and reimbursables not to exceed \$49,900.00 based on the tasks set forth in Schedule "I", including additional approved hourly charges for tasks described in Schedule "I" as directed by Client, as well as reimbursable expenses, including, without limitation, 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 "I", along with hourly charges and reimbursable expenses incurred to date. All invoices shall be due upon presentation and payable 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.~~ Hourly services undertaken by Contractor and authorized by Client shall be compensated at the rate of \$350.00 per hour for senior principals, \$275.00 per hour for senior planners, \$200.00 per hour for planners, and \$150.00 per hour for associate planners, unless other arrangements are made by mutual agreement. Contractor may sub-contract any portion of the Services set forth on Schedule "I"; provided, however, any increase in fees or compensation due to the use of such sub-contracted services shall be approved in writing and by Client.

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 to the extent applicable and subject to the Texas Public Information Act. 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 work space 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 marketing. Contractor shall retain sole ownership of source files, digital files, drafts and working documents for all work product, unless otherwise agreed to by the parties.

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.

7. **ENTIRE AGREEMENT/ MODIFICATION.** This Agreement, including Schedule "I", 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. **LEGAL EXPENSES.** In the event that legal action is taken by either party to enforce any rights or remedies under this Agreement, it is hereby agreed that the successful or prevailing party shall be entitled to receive any costs, disbursements and reasonable attorney's fees.

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.**

Contractor agrees to indemnify Client and hold the Client, its 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 Contractor or any person or organization for whom Contractor is legally liable.


13. **LIMITATION OF LIABILITY.** Contractor's liability for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the fee paid to Contractor hereunder or available insurance coverage delineated herein, whichever is greater.

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.

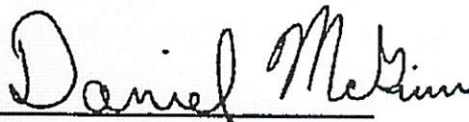
15. Contractor is not providing legal services nor engineering services in anyway; accordingly, legal or engineering review of the Contractor's work may be necessary. Contractor is not giving advice or making recommendations with regard to municipal securities or financial products. If such advice or recommendations are needed, the Client should retain a Municipal Advisor registered with the Securities and Exchange Commission.

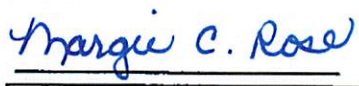
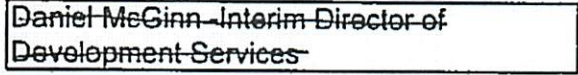
IN WITNESS WHEREOF, this Agreement was executed by the parties as of the Effective Date.

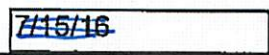
GATEWAY PLANNING GROUP, INC.

By: 
Scott Polikov
Its: President

Date: July 15, 2016

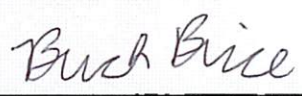


By: 
Its: 
Daniel McGinn - Interim Director of
Development Services

9.21.16
Date: 

Margie C. Rose
City Manager

Approved as to form: 9-19-16

By: 
Buck Bice
Assistant City Attorney
For City Attorney

Schedule "I"

Gateway Planning Group, Inc. shall undertake the tasks and provide the deliverables as follows:

| | |
|--|-----------|
| a. prepare for and facilitate 1-day work session and exploration on the ground and select stakeholder meetings for kickoff | \$ 4,750 |
| b Prepare sector-area framework plan, understand Infrastructure implications (streets, base flood, etc. from available City Information) and analyze range of development patterns given context, impacts bridge relocation, community vision and market potential | \$ 6,625 |
| c. Prepare for and undertake one day of stakeholder interviews including work session with City Council to advance context, vision and framework analysis of redevelopment potential | \$ 6,250 |
| d. Develop detailed neighborhood plan at block and building scale based on community input and development potential as well as identification of conceptual key capital infrastructure projects (coordinate with City Engineer to develop rough estimates of probable cost) | \$ 12,750 |
| e. Undertake review session with staff by GoTo Meeting and undertake one revision (Extra Meetings and Revisions Hourly) | \$ 3,625 |
| f. Prepare 3D sketchup model with massing detail (but limited architectural detail) of plan (provide City model) | \$ 10,650 |
| g. Present vision to community meeting | \$ 3,250 |