

CATALYST

Intelligent. Urban. Community.

October 27th, 2019

Robbie Corder
City Manager
City of University Park
3800 University Park Blvd
Dallas, TX 75205

Re: Snider Plaza Landscape Design Coordination

Dear Robbie:

Per our recent discussions, the Catalyst Group ("Catalyst") is pleased to present this proposal to manage the landscape design and delivery of landscape construction documents necessary for the bidding and construction of landscape improvements to Snider Plaza.

Understanding

This effort will be based on the concept plan prepared by Catalyst last year that incorporated the general area from Lovers Lane to Daniel, Hursey Street to Hillcrest Avenue, and with particular focus on Snider Plaza and Hillcrest Avenue with related cross connecting streets. It will also include improvements from Milton Avenue westward to Dickens Avenue and northward to Westminster Avenue at Curtis Park for greater neighborhood connectivity. The Catalyst team will be working with the City's civil engineer Pacheco Koch, and will rely on necessary base surveying and mapping provided by the City and its engineer for all design work.

Project Team

Catalyst will act on the City's behalf to organize and manage a team of landscape designers and project strategists, working with City department heads and Pacheco Koch (in its current contracted capacity) to deliver the scope of services outlined below. As part of this effort, Catalyst will work with Space Between Studio landscape architects that will be contracted separately by the City. Should any additional base material or engineering not covered in the current agreement with Pacheco Koch, the City will contract for these necessary services as needed with Pacheco separately. It is anticipated such work may include traffic engineering, surveying, and/or landscape engineering if needed.

Scope of Services

There are four aspects to this work as described below.

Task One: Programming and Design

Catalyst will work with the contracted design team to arrive at a basis for the detailed design to follow through a programming and design approach, with the landscape architect and civil engineer delivering concepts that will be consolidated by Catalyst into a powerpoint presentation that addresses the items that follow. It is anticipated the results of this effort will be presented to the City Council for confirmation of refined approach.

- Maximized surface parking inventory within the context of new landscape improvements and realigned parking configuration throughout;
- Enhanced sidewalks, crosswalks and special paving areas to improve pedestrian experience;
- Sidewalk planting at corners / curb bump-outs with plantings
- Street benches with charging stations (phone);
- Planter beds/islands in street and/or sidewalk or similar enhancements;
- Lighting improvements;
- Enhanced fountain circle; fountain renovation to include filtration;
- Playground pocket park and public gathering space(s);
- Street grade and elevations with potential enhanced curbs;
- Place-making, entry features, identity elements and signage concepts throughout Snider Plaza;
- Consistent street tree canopy (utilizing trees that grow vertically without blocking storefronts).
- Landscaped surface parking on city land (Haynie Avenue)
- Electrical vehicle charging stations
- ADA improvements and preserving safe pedestrian crossing and access
- Irrigation plan
- Specific recommendations regarding tree species, tree size, tree spacing and other planting material
- Opportunities for pocket parks and other pedestrian-oriented green spaces
- A phasing plan and implementation schedule for the proposed improvements will be prepared

Task Two: Parking Management Strategy

Once the landscape and streetscape design has been determined, Catalyst will assemble a parking management strategy to best position available parking within peak demand periods.

Tasks towards this effort include the following.

- Work with adjacent property owners to attempt potential agreements for evening and weekend use of garages and retail and restaurant customers.
- Work with area valet companies to arrive at a district valet program to make use of area parking
- Determine both location and timing of public parking that serves Snider Plaza users

Task Three: Facilitating Bidding and Construction Documents

Upon approval of the landscape design, and through coordination with Pacheco Koch on issues such as fine grading and drainage design, Catalyst will coordinate with the contracted design team in their assembly of detailed construction documents necessary for bidding and construction of streetscape, hardscape, and softscape improvements. This work will include the assembly of a project schedule, and management of the deliverable milestones along the way.

Task 4: Property Owner and Stakeholder Engagement

Given the importance of Snider Plaza to its community as the center of commercial activity in University Park, and given the business interests of the multiple property and business owners on the eleven blocks within the Snider Plaza district, Catalyst will orchestrate a series of stakeholder meetings at key points in the design process to gain specific input. This input would be accomplished through the following types of meetings.

- Catalyst will hold a general stakeholder meeting to present the initial design building upon the input and programming achieved during the multiple stakeholder meetings that were held as part of Catalyst's prior planning assignment for Snider Plaza in 2018-19. The presentation will be structured to take additional input based on the specific design contemplated in order to further refine the design solution. It is anticipated this meeting will occur in the Council Chamber following the format used in the prior effort.
- Once the design has been refined to reflect the input received in the stakeholder meeting, Catalyst will meet with the property owners and merchants in three groups: Lovers Lane to Rosedale Avenue, Rosedale Avenue to Rankin Avenue, and Rankin Avenue to Haynie Avenue. These discussions will be to address the specific designs anticipated for these particular blocks to gain final input for design completion.

Schedule and Compensation

Catalyst will work with the City and its contracted consultants to prepare an overall project schedule that incorporates the design and documentation work within the context of the public input described, and City Council input. This will be the first task of the assignment. The lump sum fee for this effort has been calculated to be \$49,000 excluding any desired additional services outside of the described Scope of Services.

Billing shall be sent to the City on a monthly basis, and based on percentage of work completed by that time. All payments should be sent in check form to:

The Catalyst Group
c/o Paris Rutherford
7001 Preston Road, Fifth Floor
Dallas, TX 75205

Termination

This Agreement may be terminated by either party at any time with or without cause by written notice. Termination shall be effective seven (7) days after date of notice. Upon termination, all invoices presented by us for Services and Expenses for periods prior to the date of termination shall become immediately due and payable. Failure of the Client to make payments to us under this Agreement shall be cause for termination. In the event of a suspension of Services, we shall have no liability for any damages to Client incurred because of such suspension. Termination or

suspension of Services by in no way relieve Client of compensating us for Services performed and Expenses incurred to the date of the termination.

Indemnification and Insurance

a. Indemnification by both Parties. Catalyst and the City agree to indemnify, defend, protect, and hold each other and their respective agents, officers, directors, officials, invitees, employees, members, managers, representatives, successors, and assigns harmless from and against any and all claims, costs, demands, settlements, judgments, causes of action, losses, liabilities, fees, and expenses (including, but not limited to, actual attorneys' fees, experts' fees, defense costs, and out-of-pocket reasonable expenses and costs of litigation) (collectively, "Liabilities").

b. Insurance and Claims.

Catalyst Insurance. Catalyst shall at all times during the Term maintain insurance coverage in the amounts in the attached insurance coverage. Catalyst shall list City of University Park as additional insured on Catalyst's policies associated with this Contract that permit such endorsement, including, but not limited to, its commercial general liability, automobile liability, and umbrella liability policies, if applicable.

Claims. Catalyst shall report to the City promptly in writing, all accidents and claims of which either becomes aware for damage or injury relating to the Project and any damage or destruction to the relevant property which comes to the attention of Catalyst. The parties agree to cooperate to resolve any such claims.

Choice of Laws

This Agreement shall be construed and interpreted in accordance with the internal substantive laws of the State of Texas. The parties agree that all actions hereunder may only be venued in Dallas County and consent to the exclusive jurisdiction of such courts, and waive any objection to said venue or jurisdiction whether based on claim of forum non conveniens or otherwise.

Agreement

By executing and returning a copy of this letter, City of University Park agrees to the terms of this proposal and agrees to pay in accordance with those terms stated. By agreeing to this proposal, the City understands this is for the management of the design and engineering consultants only, and does not take on any liability associated with the detailed content of their work, the accuracy of City review and related commentary, or physical outcome of these improvements.

We appreciate the opportunity to assist you in the planning of this exciting project. If you have any questions on this information, please call me at 214-446-3915. I look forward to speaking to you soon.

*Robbie Corder
City of University Park
October 27, 2019*

Sincerely,

THE CATALYST GROUP



Paris Rutherford
President

Accepted By:

City of University Park

By:
Title:
Date: