

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on this 17th day of March 2021 by and between the City of Little Rock, a municipal corporation organized pursuant to Arkansas law with principal offices located at 500 West Markham Street, Room 203, Little Rock, Arkansas 72201 ("City") and A-Squared Global, LLC, organized pursuant to Texas law with principal offices located at 1900 Ballpark Way, Ste 110, Arlington, TX 76006 ("Consultant").

WITNESSETH:

WHEREAS, the City desires a plan with recommendations to strengthen its neighborhoods and increase opportunities for its residents, daytime labor force and employers, as well as visitors. To this end the City desires three comprehensive development plans for the following areas: 1) The greater downtown business, government and entertainment area for the; 2) The I-630 corridor; 3) the historic portion of Southwest Little Rock, and

WHEREAS, the City published a Request for Qualifications (Bid No. 840) to solicit the services of a qualified consultant to perform the economic impact study; and,

WHEREAS, the Consultant was selected as the most qualified to provide the needed services; and,

WHEREAS, the City wishes to engage Consultant to provide a preliminary market feasibility study and a preliminary master plan.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereto agree as follows:

1. SCOPE OF SERVICES

1.01. General. The City and Consultant will perform a detailed review of the feasibility and market potential in each of the areas stated in the RFQ. This review should prioritize the areas according to immediate and highest impact to the city's benefit and the War Memorial Park area should be given the most attention in this early assessment; the Downtown and Southwest areas will also be considered as part of this review. The rationale for this prioritization will be presented in the initial review and early efforts. The Consultant will the City on a a step-by-step approach, getting consensus every step of the way. This should be accomplished in approximately 90 days. The City and Consultant will provide pertinent information and feedback, defining targets and challenges garnered from other relatable developments in other cities, and will assist leadership to establish priorities to accomplish its mission.

a. Coordination & Communication

Consultant will coordinate and connect with the various stakeholders and key personnel within the City of Little Rock. Consultant's leadership will direct and guide the development strategy, including direction to the team

and meetings with senior administration on the global effort on the outcome. This time allocation will include, but is not limited to, virtual and in-person meetings (subject to safety requirements for all participants.) The City and Consultant will also be in direct contact with leadership of the administration mission in this beginning process.

b. Market Study, Feasibility Study, & Master Plan

The Market Study shall assess supply and demand and determine the highest and best use of the local properties located in the Little Rock Market. Its primary objective is to identify example user types for each area of development with estimated size, suitability, and demand for the various sites. As a part of the identification, a preliminary marketing plan will be provided. Consultant will provide pertinent information in the early study and determine what is feasible for the subject areas.

In addition to the task listed above, this information will need to provide a preliminary review of the components of a master plan. It should include a description of how this will include the vision and the possibilities and an evaluation of any site and location issues, along with transportation zoning, or manmade or natural obstacles. The market feasibility analysis should be coordinated with the early master plan so the vision may be understood by all stakeholders.

c. Construction & Budget

Consultant will provide feedback and insight into these types of structures and civil budgets to be considered in the feasibility of project development. They will also perform a budget analysis, explore construction/development issues, project preliminary schedule and costs, and identify potential value-added opportunities.

d. Potential Market Opportunities

Consultant will provide input on potential users, developers, investors, and other interest groups using its nationwide platform of development partners worldwide; They will perform market research for capital resources and will provide input to the team as it explores the feasibility process based on their experience with similar projects.

1.02. Tasks.

PRELIMINARY MARKET/FEASIBILITY STUDIES

Consultant will provide the City with a Market Feasibility Study to increase the City's understanding of the best utilization strategy for the long-range development of various projects. The City's goal is to utilize these projects to attract users and aid in the development of Little Rock land to spur more economic opportunities.

This Market Study shall assess supply and demand and determine the highest and best use of the local properties located in the Little Rock Market. Its primary objective is to identify example user types for each area of development with estimated size, suitability, and demand for the various sites. As a part of the identification, a preliminary marketing plan will be provided.

The Master Plan will present a graphic layout of areas and types of feasibility for potential developments based upon the early studies.

This preliminary work should include the following:

1. Industry Description and Outlook
2. Target Market
3. Market Test Results
4. Lead Time
5. Competitive Analysis
6. An assessment of the existing conditions of the Little Rock market
7. Preliminary master plan layout
8. Development Phasing Process

The Feasibility Study should test whether the proposed properties identified in the Market Study meet the financial and social goals in the current market. The Feasibility Study shall test whether the properties return will exceed opportunity costs. By combining the results of the Market Study and the cost estimates, the Feasibility Study shall determine the potential return and timing on this investment. The Feasibility Study should identify potential risks and criteria for success.

- 1.03. Proprietary Information Confidential. All reports, information, findings and other Work Products of the Consultant prepared pursuant to this Agreement are not proprietary. Any methodology employed by the Consultant which was not created because of this Agreement may be deemed proprietary and shall remain confidential, to the extent permissible under Arkansas law, unless specific prior written approval for disclosure of such information otherwise is given by the Consultant. The Consultant shall not own, possess, declare, or claim a copyright in or for any information, material, drafts, writings, documents, or drawings of any nature whatsoever produced pursuant to this Agreement. The parties expressly agree that the copyright to any material produced pursuant to this Agreement is the exclusive right of the City.
- 1.04. Staff, Personnel and Other Consultants. The Consultant shall secure at its own expense all staff, personnel and other consultants required to perform Consultant's services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the City. The Consultant shall be responsible to the City for the acts and omissions of its staff, personnel and consultants directly or indirectly employed by it in terms of the completion of the Scope of Services.

- 1.05. Change in Scope of Services. Changes in the Scope of Services and Timeline may be made from time to time, as mutually agreed in writing signed by the Consultant and the City. However, in no event shall the total compensation described in Section 4.01 below be increased without the prior written approval of the City and, if necessary, the prior approval of the City's Board of Directors.

2. CITY'S RESPONSIBILITIES

- 2.01. Project Representative. The City shall designate a representative to serve as the City's primary contact person and contract administrator for this project.
- 2.02. Public Hearings and Focus Group Meetings. The City, in consultation with the Consultant, shall provide facilities, scheduling and notice and invite participants for focus group meetings related to this project. The City shall provide facilities and arrange scheduling and notice for all public meetings related to this project.
- 2.03. City Information. The City shall make available copies of relevant Little Rock ordinances, plans, reports, demographic data, surveys, and other City records needed by the Consultant for performance of the services hereunder.

3. TERM

- 3.01. Term. This Agreement shall be effective upon its execution by both parties and shall remain in effect until completion of the tasks described in Exhibit A to this Agreement and the submission of all deliverables to the City.
- 3.02. Timeline. The tasks to be performed by Consultant under this Agreement shall be completed pursuant to the Project Schedule identified in Exhibit B. The Project Schedule may be amended by mutual written agreement of the parties. However, all deliverables shall be submitted within three (3) months of the effective date of this Agreement, unless prevented by action or inaction of the City or by other Force Majeure as defined in Section 7.05 below.

4. CONSIDERATION

- 4.01. Consideration. For and in consideration of the services described above, the City shall pay an amount not to exceed Forty-Nine Thousand, One Hundred Forty Dollars and No Cents (\$49,140), including all reimbursables and travel expenses incurred in the performance of this Agreement, attached hereto and incorporated herein by this reference.
- 4.02. Method of Payment. Payment to Consultant for services provided pursuant to this Agreement shall be made in monthly installments based on approved invoices for services described in Exhibit A.
- 4.03. Requests for Payment. The Consultant shall submit an invoice for each payment request, detailing the services provided as of the date of the invoice. Invoices shall be submitted to Jamie Collins at Little Rock Planning and Development, 723 West Markham Street, Little Rock, Arkansas 72201.

4.04. Payment. Within thirty (30) calendar days after the City's timely approval of Consultant's invoice, the City shall submit payment for services completed pursuant to this Agreement. Payments shall be made payable to A Squared Global, LLC and submitted electronically pursuant to the following wiring instructions:

Account Name: A Squared Global, LLC
Name of Bank: JPMorgan Chase Bank, N.A.
545 E. John Carpenter Fwy, Floor 01
Irving, Texas 75062
Account No.:

Payment Contacts:

Bradley N. Davis, (501) 370-4782
Angela Tucker (817) 640-4420
A Squared Global, LLC
1900 Ballpark Way, Suite 110
Arlington, TX. 76006

OR

Roxanne Bockenstedt, Business Relationship Manager
P: (214) 496-0037 / M: (214) 769-0643
JPMorgan Chase Bank, N.A.
545 E. John Carpenter Fwy., Floor 01
Irving, TX. 75062-3931

4.05. Sales Tax. Any applicable sales tax shall be included in Consultant's invoice. Consultant shall collect and remit any applicable sales tax to the Arkansas Department of Finance Administration.

4.06. Responsible Party. Consultant shall be responsible for the completion of, and shall receive payment for, all services and deliverables required under this Agreement. Consultant shall be responsible for payment to any subcontractors hired by Consultant to perform any services to be provided under this Agreement.

5. INDEMNIFICATION

5.01. Indemnification. Consultant shall indemnify and hold harmless the City, its officers, agents and employees from any claims against the City by Consultant's subcontractors for payment for services provided under this Agreement by the subcontractor. To the extent not covered by insurance, the Consultant shall indemnify and save harmless the City, its officers, agents and employees from any claims or losses to any person or firm caused by the Consultant or the Consultant's employees or subcontractors in the performance of this Agreement, limited to Consultant's fee.

- 5.02. Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against the City or Consultant.

6. COMPLIANCE

- 6.01. General. Consultant shall abide by all applicable Federal, state and local laws, regulations, codes and ordinances in the performance of this Agreement.
- 6.02. Non-Discrimination. Consultant shall comply with all applicable Federal and state laws regarding non-discrimination in the performance of all activities required by this Agreement. The Consultant shall not discriminate on the basis of race, color, creed, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, or genetic information and shall require such compliance in agreements with partners and subcontractors.
- 6.03. Title VI of the Civil Rights Act. Pursuant to Title VI of the Civil Rights Act and the nondiscrimination provisions of Section 504 of the Rehabilitation Act, Consultant shall not discriminate, in the performance of this Agreement, against individuals based on their race, color, national origin or disability. In addition, Consultant agrees to take all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform and subcontracts under this Agreement.

Consultant will comply, and require any sub-recipients, sub-grantees, contractors, successors, transferees, or assignees to comply, with the following:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252) which prohibits discrimination on the basis of race, color or national origin; and its applicable Federal statutory, regulatory authorities, other pertinent directives, circulars, policy, memoranda, and guidance, and will give assurance that it will promptly take any measures necessary to ensure such;
 - (b) with all applicable provisions governing the City of Little Rock and applicable Federal department or agency access to records, accounts, documents, information, facilities and staff;
 - (c) with any program or compliance reviews and any complaint investigations conducted by the City or applicable Federal department or agency;
 - (d) with record retention, reporting requirements, and all requests for materials in a timely, complete and accurate way; and
 - (e) with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in the program guidance.
- 6.04. Americans with Disabilities Act. In the performance of all activities required by this Agreement, Consultant agrees to comply with applicable requirements of the Americans with Disabilities Act, and regulations promulgated thereto, as may be amended from time to time.
- 6.05. Subcontracts. Consultant shall cause the provisions of this Section 6 to be included in, and made a part of, any subcontract used in the performance of this Agreement. Consultant shall monitor all subcontracted services to ensure compliance with these provisions.

- 6.06. Failure to Comply. Failure to comply with this Section 6 shall result in immediate termination of this Agreement by the City without penalty.

7. TERMINATION

- 7.01. Expiration. This Agreement shall expire upon completion of the services described herein, which shall occur no later than one (1) year after the execution of this Agreement.
- 7.02 Termination for Convenience by the City. The City reserves the right to terminate this Agreement without penalty at such time as appropriated public funds are not available to satisfy the obligations of the City under the Agreement. To the extent possible, the City shall give the Consultant ninety (90) calendar days' written notice prior to such termination.
- 7.03. Termination for Cause. Either party may terminate this Agreement upon default of a material obligation by the other party and the defaulting party's failure to cure that default within thirty (30) calendar days of receipt of written notice of the default. Consultant's violation of the requirements in Section 6 above shall be grounds for immediate termination of this Agreement by the City.
- 7.04. Payment Upon Termination. In the event of termination, all finished or unfinished documents, reports, memoranda, surveys, photographs, maps and other Work Products prepared by the Consultant under this Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive just and equitable compensation for any such deliverables prepared pursuant to this Agreement, up to the effective date of termination, as long as such costs, in the aggregate, do not exceed the compensation set forth in Section 4.01 above.
- 7.05. Force Majeure. Any failure to perform a material obligation under this Agreement that is caused by a Force Majeure will not be considered a default by that party. Force Majeure is defined as delay caused by activities or factors beyond the party's control including, but not limited to, delays by reason of strikes, acts of God, fires, floods, delays, pandemics or defaults by suppliers of materials or services, or acts of the public enemy.
- 7.06. Continuing Covenants. All continuing covenants or obligations shall survive expiration or earlier termination of this Agreement.

8. NOTICE

- 8.01. Notice. Delivery of any notices or other documents required by this Agreement shall be sent by special carrier service or United States mail, postage prepaid and addressed as follows:

For the City:

Jamie Collins, Director
Department of Planning and
Development
City of Little Rock
723 West Markham Street
Little Rock, AR 72201

For the Consultant:

Gerald Alley
Manager
A-Squared Global, LLC
1900 Ballpark Way, Ste 110,
Arlington, Texas 76006

9. MISCELLANEOUS

- 9.01. Modification. Any modification of this Agreement requires prior approval in the form of an addendum that references this Agreement and is signed by both parties.
- 9.02. Binding Agreement. The City and Consultant each bind themselves, their successors and legal representatives to the other party and their successors and legal representatives with respect to all covenants and obligations contained in this Agreement.
- 9.03. Assignment. Neither party shall assign or transfer any interest in this Agreement without the prior written approval of the other party. Unless specifically stated to the contrary in a signed written consent, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- 9.04. Governing Law and Venue. This Agreement shall be governed by and construed under the laws of the State of Arkansas. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction in Pulaski County, Arkansas.
- 9.05. Independent Contractor. Consultant shall control the means and methods of performing the tasks required under this Agreement, and shall provide for transportation, housing, meals and any equipment required by Consultant for completion of the economic impact study. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish the relationship of employer and employee between the parties. The City shall carry no workers compensation insurance, health or accident insurance, or vehicle liability insurance to cover the Consultant for any type of loss which might result to Consultant or Consultant's employees in connection with the performance of the services described in this Agreement. The City shall not pay any contribution to Social Security, unemployment insurance, Federal or state withholding taxes, nor provide any other contributions or benefits, which might otherwise be expected in an employer-employee relationship, it being specifically agreed that Consultant and its employees are not employees of the City of Little Rock.
- 9.06. Entire Agreement. This Agreement and the documents referenced and incorporated herein contain the complete and entire agreement of the parties with respect to the research, preparation and presentation of an economic impact study of extraterritorial extension of city services, and supersede all prior negotiations, agreements, representations, and understandings, if any, among the parties regarding such matters. All prior or contemporaneous agreements, understandings, and statements, oral or written, are merged into this Agreement.
- 9.07. Continuing Covenants. All continuing covenants or obligations herein shall survive the expiration or earlier termination of this Agreement.
- 9.08. Captions. All captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of the Agreement.

9.09. No Waiver. Failure of either party to enforce any provision of this Agreement shall in no way be construed as a waiver of such provision, nor affect the validity of this Agreement, or any part thereof, or the right of the parties to thereafter enforce each and every such provision.

9.10. Severability. In the event that any section, subsection, subdivision, paragraph, subparagraph, item, sentence, clause, phrase, or word of this Agreement is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of the Agreement, as if such invalid or unconstitutional provision was not originally a part of the Agreement.

9.11. Opportunity to Review. Both parties acknowledge that they have had full opportunity to review this Agreement with legal counsel of their choice. This Agreement shall be construed without regard to the identity of the person who drafted the provisions contained herein. Moreover, each and every provision of the Agreement shall be construed as though each party hereto participated equally in the drafting thereof.


9.12. Executed Copies. This Agreement shall be executed in the original and any number of executed copies. Any copy of this Agreement so executed shall be deemed an original and shall be deemed authentic for any other use.

9.13. Authorized Signatories. The officials who executed this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of the City and the Consultant, respectively, and that by their signatures below, the terms and provisions hereof constitute valid and enforceable obligations of each.

IN WITNESS WHEREOF, the City and the Consultant have signed this Agreement in duplicate. One counterpart each has been delivered to the City and to the Consultant.

City of Little Rock, Arkansas

Date



A Squared Global, LLC

03/17/21

Date

Exhibit A

LITTLE ROCK PROGRAM A2

Attachment 1 – Detailed Scope of Services for

Deliverables for the Preliminary Market Feasibility Study and Preliminary Master Plan

The Consultant's A/E shall conduct the following tasks, but are not necessarily limited to, the following:

TASK 1: PRELIMINARY MARKET/FEASIBILITY STUDIES

To better aid the City of Little Rock in understanding the best utilization strategy for the long-range development of various projects a Market and Feasibility Study is required. Its goal is to utilize these projects to attract users and aid in the development of Little Rock land to spur more economic opportunities.

The Market Study should identify the supply and demand This Market Study shall assess supply and demand and determine the highest and best use of the local properties located in the Little Rock Market. Its primary objective is to identify example user types for each area of development with estimated size, suitability, and demand for the various sites. As a part of the identification, a preliminary marketing plan will be provided.

The Master plan layout will present a graphic layout of areas and types of feasibility for potential developments based upon the early studies.

This preliminary work should include the following:

1. Industry Description and Outlook
2. Target Market
3. Market Test Results
4. Lead Time
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8. Development Phasing Process

The Feasibility Study should test whether the proposed properties identified in the Market Study meet the financial and social goals in the current market. The Feasibility Study shall test whether the properties return will exceed opportunity costs. By combining the results of the Market Study and the cost estimates, the Feasibility Study shall determine the potential return and timing on this investment. The Feasibility Study should identify potential risks and criteria for success.

LITTLE ROCK PROGRAM
A Squared
Proposed Fee Schedule

				Phase 1 Meeting of the Mind study			
	Rate Per Hour	Team Member	Major Activities	Time Allocation	Monthly Hours	Duration (mos)	Fee Amount
1	\$ 105	A Squared	Coordination & Communication with Client	10%	168	3	\$ 5,292
2	\$ 120	Cromwell/OLIN	Preliminary Review of Target Areas	30%	168	3	\$ 18,144
3	\$ 120	Con-Real	Summary of Feasibility Study	30%	168	3	\$ 18,144
4	\$ 150	VCC	Budget Analysis Based on Historical Projects	5%	168	3	\$ 3,780
5	\$ 150	JJL	Potential Market Interest Groups or Developers	5%	168	3	\$ 3,780
Total Staff Cost							\$ 49,140

*Estimated time allocated for services provided but not to exceed the budgeted amount for this phase of work.