



Economic Development
Corporation (EDC) Board of
Directors

Regular Session

March 2, 2023
6:15 P.M.

CITY OF CROWLEY
Economic Development Corporation
Board of Directors

March 2, 2023

Economic Development Corporation Board

Member Jesse Johnson (Pres)	_____	_____
Member Jerry Beck	_____	_____
Member Billy Davis	_____	_____
Member Johnny Shotwell	_____	_____
Member Tina Pace	_____	_____
Member Jim "Mac" McDonald	_____	_____
Member Matt Foster	_____	_____

EDC Officers

Executive Director Robert Loftin	_____	_____
Treasurer Lori Watson	_____	_____
Secretary Carol Konhauser	_____	_____



**AGENDA
CROWLEY ECONOMIC
DEVELOPMENT CORPORATION
MARCH 2, 2023
REGULAR SESSION - 6:15 p.m.**

**Crowley City Hall
201 E. Main Street
Crowley TX 76036**

Citizens may address the board members by filling out a blue "Citizen Participation" card to discuss any issue that is on the Agenda. Please turn in cards to the City Secretary. Speakers are limited to three minutes (if using a translator, the time limit will be doubled).

REGULAR CALLED MEETING – March 2, 2023- 6:15 P.M.

I. CALL TO ORDER OF THE EDC / ROLL CALL

II. EDC BUSINESS

1. Discuss and consider approving the minutes from the EDC meeting held on January 5, 2023.
2. Discuss and consider approval of a ground lease with Dustin and Juliet Elkins-Mitchell of 104 S. Texas St. for the purpose of constructing a public parking lot.
3. Discuss and consider approval to allow Schwarz-Hanson Architects to provide schematic design services of 100 N. Texas St.

III. EXECUTIVE SESSION

Pursuant to Chapter 551, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item to receive advice from its attorney as permitted by law, or to discuss the following:

1. **Section 551.071 (Consultation with Attorney)**
2. **Section 551.072 (Deliberations about Real Property)**
3. **Section 551.074 (Personnel Matters)**
4. **Section 551.087 (Business Prospect/Economic Development)**

IV. RECONVENE AND TAKE ACTION FROM EXECUTIVE SESSION

V. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Agenda of the Economic Development Corporation to be held on March 2, 2023, meeting of the governing body of City of Crowley is a true and correct copy posted on _____, 20____ at _____ am/ pm at Crowley City Hall, a place convenient and readily accessible to the public at all times.

Carol C. Konhauser, City Secretary

THE EDC AND CITY COUNCIL RESERVES THE RIGHT OF THE FOLLOWING:

1. ITEMS DO NOT HAVE TO BE CONSIDERED IN THE SAME ORDER AS SHOWN ON THIS AGENDA;
 2. THE COUNCIL MAY CONTINUE OR RECESS ITS DELIBERATIONS TO THE NEXT CALENDAR DAY IF IT DEEMS IT NECESSARY.
- The Crowley City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (817) 297-2201 ext. 4000, or email ckonhauser@ci.crowley.tx.us for further information.

NOTICE: A quorum of the Crime Control and Prevention District Board of Directors will be present at this meeting; however, neither Board will take action on any items on this posted agenda.

An agenda information packet is available for public inspection in the Crowley Library and on the City website, under Agenda Packets



Crowley EDC Board

AGENDA REPORT

Meeting Date: March 2, 2023

Agenda Item: II-1

Staff Contact: Carol C. Konhauser
City Secretary

E-mail: ckonhauser@ci.crowley.tx.us

Phone: 817-297-2201-X 4000

SUBJECT: Discuss and consider approving the minutes from the EDC meetings held on January 5, 2023.

BACKGROUND/DISCUSSION

Consider approval of minutes as presented.

FINANCIAL IMPACT

None

RECOMMENDATION

Staff recommends approval of the minutes as presented; council consideration is respectfully requested.

ATTACHMENTS

- Minutes

**MINUTES OF THE ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS
HELD Thursday, January 5, 2023.**

The Economic Development Corporation Board of Directors met on Thursday, January 5, 2023, at 6:30p.m. in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

CALL TO ORDER/ ROLL CALL

Vice President Johnny Shotwell called the Session to order for the Economic Development Corporation at 6:30p.m. City Secretary Carol Konhauser called roll and noted a quorum was present.

Present were Member Billy P. Davis
 Member Johnny Shotwell
 Member Jim "Mac" McDonald
 Member Matt Foster
 Member Tina Pace
 Member Jerry Beck

Absent: President Jesse Johnson

EDC BUSINESS

- 1. Discuss and consider approving the minutes from the EDC meeting held on December 1, 2022.**

Member Billy Davis made the motion to approve the minutes as presented, second by Member Jerry Beck, the EDC Board of Directors voted unanimously to approve the motion as presented. Motion carried 6-0.

EXECUTIVE SESSION

Vice President Johnny Shotwell announced that Economic Development Board of Directors would convene into Executive Session at 6:31 p.m. to discuss purchasing real property within the city limits of Crowley, pursuant to Section 551.072 of the Texas Government Code.

RECONVENE AND TAKE ACTION FROM EXECUTIVE SESSION

At 6:57 p.m. Vice President Shotwell announced the EDC Board of Directors would reconvene into open session.

Member Billy Davis made the motion to authorize the Executive Director of the Economic Development Corporation to negotiate and execute a contract for the purchase of 105 N Tarrant St; second by Member Tina Pace, the EDC Board of Directors voted unanimously to approve the motion as presented. Motion carried 6-0.

As there was no further business, Vice President Johnny Shotwell adjourned the meeting at 6:58 p.m.

ATTEST:

Jesse Johnson
President EDC Board of Directors

Carol C. Konhauser
EDC Secretary



Crowley EDC Board

AGENDA REPORT

Meeting Date: March 2, 2023

Agenda Item: II-2

Staff Contact: Jack Thompson, Assistant
City Manager

E-mail: jthompson@ci.crowley.tx.us

Phone: 817-297-2201 x4300

SUBJECT: Discuss and consider approval of a ground lease with Dustin and Juliet Elkins-Mitchell of 104 S. Texas St. for the purpose of constructing a public parking lot

BACKGROUND/DISCUSSION

City Staff has negotiated a ground lease with Dustin and Juliet Elkins-Mitchell for their property at 104 S. Texas St. The purpose of leasing this property is to construct a public parking lot for people to use when shopping, eating and visiting downtown. The approved FY 2023 TIRZ budget has approved funds for the construction of the parking lot. The EDC will be responsible for maintenance and the annual lease payment of the property.

Terms of the agreement are:

- Lease is for 10 years; the EDC has the right to extend the Lease for up to two (2) additional terms of five (5) years each.
- The annual rent during the initial 10 years of the lease is \$15,000; the first extension the annual lease is \$18,000; and the second extension the annual lease is \$21,000
- The EDC has right of first refusal if the Lessor decides to sell the property
- The EDC is responsible for taxes levied on the property
- EDC is responsible for design and construction of the parking lot, maintenance of the lot and any utilities supporting the parking lot

FINANCIAL IMPACT

Annual rent of \$15,000 for the initial 10-year lease

RECOMMENDATION

Staff recommends approval of the ground lease.

ATTACHMENTS

- Ground lease

GROUND LEASE AGREEMENT

1. PARTIES

This Ground Lease ("Lease") is made between Dustin and Juliet Elkins-Mitchell, ("Lessor") whose address for purposes of notice under this Lease is 713 Big Horn Trail, Crowley, TX 76036, and the Crowley, Texas Economic Development Corporation, ("EDC"), whose address for purposes of notice under this Lease is 201 E. Main, Crowley, Texas 76036.

2. PROPERTY DESCRIPTION AND PURPOSE

The premises hereby leased by Lessor to the EDC is as follows: 104 S. Texas, (the "Premises"), as more particularly described and depicted in the attached Exhibit "A", incorporated herein by reference. This Lease is certified to be for the following purposes only: EDC public parking lot facility for Downtown District. Any other use without prior written permission from the Lessor shall constitute an immediate breach of the Lease and subject it to termination or any other remedies which are available at law.

3. TERM AND TERMINATION

The Lease term shall commence upon the 1st day of March, 2023. The initial term of this Lease shall be for a period of ten (10) years. EDC shall have the right to extend the Lease for up to two (2) additional terms of five (5) years each, by providing written notice to Lessor at least ninety (90) days prior to the expiration of the initial term or the first renewal term. The EDC may terminate this Lease at any time on an annual anniversary date of the Lease by giving written notice to Lessor at least ninety (90) days prior to the annual anniversary date of the Lease. The terms of this Lease will be binding on the respective successors, representatives, and assigns of the parties.

4. RENT, LATE FEES, AND CHARGES

EDC shall pay to the Lessor as rent at the address set forth above, or at any other address that the Lessor may designate, annual rent of \$15,000 ("Rent"). If the EDC decides to accept the first five-year extension, the annual rent will be \$18,000. If the EDC accepts the second five-year extension, the annual rent will be \$21,000. Payment shall be paid on the annual anniversary of this Lease and any renewal of it. The first year's Rent shall be paid when this Lease is signed. Any Rent not paid on time will be subject to a late fee in the amount of \$5 per day for any payments received after the fifth (5th) day after the annual anniversary date.

5. RIGHT OF FIRST REFUSAL

A. Lessor hereby grants to EDC an ongoing right of first refusal option to purchase the Premises, to remain in effect for as long as Lessor owns the Premises. In the event any third party expresses an interest in purchasing all, or a portion, of the

Premises, Lessor shall offer the Premises to EDC for purchase, and EDC shall have the right to purchase the Premises upon the same terms, covenants and conditions as offered to or by any third party.

B. If EDC notifies Lessor in writing of the acceptance of such offer within ten (10) business days after Lessor has delivered such offer to EDC, Lessor and EDC shall enter into a written agreement for the purchase of the Premises by EDC. In the event that EDC does not notify Lessor in writing of its acceptance within such ten (10) business day period, then EDC's rights under this Agreement shall terminate as to the third party offer and Lessor shall be able to sell the Premises to such third party provided that the third party agrees to the continuation of the Lease under the same terms contained herein.

C. Notwithstanding the foregoing, EDC's option is an on-going right which shall revive in the event of any of the following:

(1) The third party does not purchase the Premises within ninety (90) days following Lessor's submission to EDC of the third party offer;

(2) Any new offers are received from the same third party; or

(3) An offer is received from another third party during the term of this Agreement.

6. LESSOR'S WARRANTIES AND COVENANTS

A. Warranty of Title. Lessor hereby represents and warrants that it is the record owner in fee simple of the Premises, subject only to the covenants, conditions, restrictions, easements and other matters of record. Lessor does not own the mineral estate/mineral interest in the Premises.

B. Warranty of Quiet Enjoyment. Lessor covenants and agrees that as long as EDC pays the Rent and performs its other obligations as provided in this Lease, the EDC shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease without hindrance by Lessor or any person claiming under Lessor, except such portion of the Premises, if any, as shall be taken under the power of eminent domain.

7. TAXES

The EDC shall be responsible for and shall pay and discharge all taxes, general and special assessments, and other charges of every description which are levied on or assessed against the Premises by any taxing authority, if any. The Lessor at the request of the EDC, shall protest a valuation increase by the Tarrant County Appraisal District, TAD. The EDC may help in the protest process. If the taxes increase by more than ten percent (10%) in any year, than the EDC may terminate the lease with a thirty (30) day notification to the Lessor.

8. USE OF PREMISES

A. Construction of Parking Lot. The EDC shall construct a public parking lot for the EDC's Downtown District on the Premises. The parking lot improvements may consist of asphalt, paving, driveways, wheel stops, striping of parking spaces, lighting fixtures, landscaping, fencing, furniture (such as tables/benches), trash receptacles, and/or signage (the "Parking Lot Improvements"). The Parking Lot Improvements shall be designed and constructed on the Premises at the EDC's sole expense.

B. Operation and Maintenance of the Parking Lot.

(1) The EDC shall operate and maintain the Parking Lot Improvements at its sole expense, and shall keep the same in good and clean condition. Such maintenance shall include the paving, and landscaping and/or lighting that may be installed by the EDC. Lessor shall have no obligation to maintain the Premises in any way.

(2) The EDC shall be authorized to adopt regulations for the parking of vehicles on the parking lot and the EDC shall enforce such regulations. The EDC shall have the right to post signs relating to such rules, including the towing and storage of vehicles.

(3) The EDC shall have the right to enter agreements to allow other persons to park in the parking lot and to pay the EDC a rental fee for the use of the parking spaces.

(4) Upon expiration or termination of the Lease, any paving improvements and landscaping improvements shall remain on the Premises and become the property of the Lessor without payment of any compensation; however, EDC may choose to remove any furniture, trash receptacles, light poles/lighting, wheel stops, fencing, and/or signage at the EDC's option.

9. MAINTENANCE AND REPAIRS

The EDC is responsible for keeping the Premises clean and presentable, and in good order and condition, at all times. Additionally, the EDC shall be responsible for making any and all repairs to the Premises and the Parking Lot Improvements. The EDC, in its sole discretion, shall have the authority to determine whether repairs should be made to the Premises and the Parking Lot Improvements.

10. UTILITIES

The EDC is fully responsible for payment of all utility charges for water, sanitation, sewer, electricity, gas, and other services incident to EDC's use of the Premises during the term of the Lease, and to the extent permitted by law, further agrees to hold the Lessor

harmless of any and all claims by such utilities arising during the Term. All applicable utilities are to be activated by the EDC.

11. ENTRY BY LESSOR

Lessor may enter the Premises during reasonable times and for reasonable purposes. Advance notice will be given to the EDC when it is possible and feasible.

12. INSURANCE, LIABILITY AND INDEMNITY

The Lessor shall not be liable to the EDC, the EDC's guests, invitees, or others for any reason.

TO THE EXTENT PERMITTED BY LAW, THE EDC AGREES THAT IT SHALL INDEMNIFY AND HOLD HARMLESS THE LESSOR AND ITS SUCCESSORS AND ASSIGNS, FROM ALL CLAIMS FOR PROPERTY DAMAGE AND PERSONAL INJURY OCCURRING ON THE PREMISES DURING THE TERM OF THIS LEASE.

THE EDC FURTHER AGREES, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE LESSOR AND ITS SUCCESSORS AND ASSIGNS HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING FROM THE EDC'S USE OF THE PREMISES OR FROM ANY BREACH ON THE PART OF EDC OF ANY CONDITION OF THIS LEASE, OR FROM ANY ACT OR NEGLIGENCE OF EDC, ITS AGENTS, CONTRACTORS, EMPLOYEES, OR INVITEES IN OR ABOUT THE PREMISES.

The EDC at its own expense shall provide and maintain in force during the term of this Lease, comprehensive liability insurance in the amount of not less than \$1,000,000, covering the EDC from any liability for property damage or personal injury arising as a result of EDC's occupation and use of the Premises. The EDC shall name the Lessor as an additional insured under such policy. EDC shall provide a certificate of insurance to the Lessor on or before the commencement of this Lease, and no such policy shall be cancelable without at least thirty (30) days prior notice to the Lessor.

13. DEFAULT OF EDC

Should the EDC default in the performance of any covenant, condition or agreement in the Lease, and not correct the default within thirty (30) days after receipt of written notice from the Lessor, the Lessor may declare this Lease, and all rights and interest created by it, to be terminated. Upon Lessor's electing to terminate, this Lease shall cease and come to an end as if the day of Lessor's election were the day originally fixed in the Lease for its expiration.

14. ASSIGNMENT

The EDC may not assign this Lease or any portion hereof, nor may the EDC assign, transfer or delegate to any person the EDC's rights or duties with respect to this Lease, unless it obtains the Lessor's consent, which consent shall not be unreasonably withheld.

15. NO PARTNERSHIP OR JOINT VENTURE

The relationship between Lessor and EDC at all times shall remain solely that of landlord and tenant and not be deemed a partnership or a joint venture.

16. NO WAIVER

No waiver by either party of any default or breach of any covenant, condition, or stipulation contained in this Lease shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition or stipulation of this Lease.

17. CAPTIONS

The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease in any way.

18. TEXAS LAW

This Lease shall be construed under and in accordance with the laws of the State of Texas. The situs for both the execution and performance of all rights and obligations of the parties created by this Lease is Tarrant County, Texas, and the exclusive venue for any litigation relating to any dispute arising under this Lease shall be in Tarrant County, Texas.

19. GENERAL

This Lease contains the sole and only agreement of the parties to the Lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of the Lease. No amendment, modification or alteration of the terms of this Lease shall be binding unless it is in writing, dated subsequent to the date of this Lease, and duly executed by the parties to this Lease.

20. BINDING EFFECT.

This Lease shall be binding up and inure to the benefit of the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns.

21. ENFORCEABILITY.

In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, this invalidity, illegality or unenforceability shall not affect any other provision of the Lease, and this agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in the Lease. Both parties have participated in the negotiation of the Lease, and have been provided with an opportunity to consult legal counsel during negotiation of the Lease. Therefore, the Lease shall be construed fairly and impartially, with no effect given to the identity of the drafter.

22. RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies provided by this Lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Lease are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

23. ATTORNEYS' FEES AND COSTS

If, as a result of a breach of this Lease by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce this Lease.

24. APPROVAL BY EDC

This Lease shall not be binding on the EDC until the EDC Board of Crowley, Texas has approved it in an open public meeting.

[Remainder of Page Left Intentionally Blank]

Signed this _____ day of _____, 2023.

Dustin Mitchell, Lessor

Juliet Elkins-Mitchell, Lessor

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Dustin Mitchell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same.

GIVEN under my hand and seal of office this ____ day of _____, 2023.

Notary Public in and for the State of Texas

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Juliet Elkins-Mitchell, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same.

GIVEN under my hand and seal of office this ____ day of _____, 2023.

Notary Public in and for the State of Texas

Crowley Economic Development Corporation

By: _____
Name: Robert Loftin
Title: Executive Director

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Robert Loftin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is the Executive Director of the Crowley EDC, and that he executed the same on behalf of the EDC for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this ____ day of _____, 2023.

Notary Public in and for the State of Texas

EXHIBIT “A”

LEASED PREMISES

The property is located at 104 S. Texas. The legal description of the property is Crowley Original Town, Block 18 Lot 3A 10' vacated alley on west.



Crowley EDC Board

AGENDA REPORT

Meeting Date: March 2, 2023

Agenda Item: II-3

Staff Contact: Jack Thompson, Assistant
City Manager

E-mail: jthompson@ci.crowley.tx.us

Phone: 817-297-2201 x4300

SUBJECT: Discuss and consider approval to allow Schwarz-Hanson Architects to provide schematic design services of 100 N. Texas St.

BACKGROUND/DISCUSSION

The EDC Board approved Schwarz-Hanson Architects to provide renderings of an improved 101 N. Texas St. The architects have completed the renderings and the next step in the process is to have the schematic design done of the building so the EDC can move closer to construction of the improvement. The approved TIRZ budget has funds available to pay for the schematic design. Since the EDC owns the building, it requires Board approval for to move forward with the schematic design.

FINANCIAL IMPACT

The cost for developing the renderings is \$29,000 and will be paid for through the TIRZ.

RECOMMENDATION

Staff recommends approval to proceed with Schwarz-Hanson Architects.

ATTACHMENTS

- Proposal.
- Renderings of 101 N. Texas St. building



January 27, 2023

Jack Thompson
City of Crowley
201 E. Main Street
Crowley, Texas 76036

Dear Jack,

Schwarz-Hanson Architects is pleased to propose our professional services for the design and production of drawings for the proposed alterations to the existing one-story, concrete tilt-wall, office building located at 101 N Texas Street in Crowley.

The scope is to shell out the building and enhance the exterior presence which will include recladding existing tilt-wall panels with contemporary materials, new storefront and doors, a 2-story patio addition, CMU mural wall, relocating meters/panels, screening, and landscape.

Field Measure/As-built

Before we can begin the schematic design, we will need to visit the space to verify the existing conditions, and field measure the existing areas to be affected by construction. We will then generate an "as-built" drawing of the building for use in the schematic design process and ultimately the construction drawings.

Schematic Design

Based on the concept design previously completed by us we will generate a schematic site plan, floor plan, reflected ceiling plan, demolition plan, demolition reflected ceiling plan, and exterior elevations. The intent of the package is for preliminary pricing (by others).

Construction Drawings/Specifications

We provide complete Working Drawings and Outline Specifications for proper bidding, permitting, and construction of the project.



The architectural drawings will include the following:

- Architectural Site Plan – we'll need a survey of the building/parking/site for permitting/TAS submittal. An aerial can be used if no survey.
- Code Analysis Plan/Life Safety Plan
- Exterior Elevations
- Stair Details
- Floor Plans
- Architectural Reflected Ceiling/Lighting Plans (for use by MEP)
- Door & Window (Frames) Schedule
- Architectural Power Plans (for use by MEP)
- Sheet Specifications
- Fire & Building Code Compliance
- Accessibility Standards
- TDLR Registration (Submitted by SH/Paid By Owner)
- Texas Energy Code Analysis & Calculations – (Envelope by SHA, Lighting & HVAC by MEP)

***Structural Engineering**

Structural Engineering design of the 2-story patio addition, canopy, and cmu wall design/support is to be provided by our structural consultant **HnH Engineering, Inc.**

***MEP (Mechanical, Electrical & Plumbing)**

Mechanical, Electrical, & Plumbing Designs of the one-story shell out is to be provided by our mechanical and electrical consultant, **Baird, Hampton & Brown**. Their design includes exterior building lighting, relocation of panels/meters, and minimal interior work required for getting the building to a shell state. See attached documents for more details.

***Landscape Architecture**

Planting and Irrigation plans are to be provided by our consultant **AWR Designs**. See attached documents for more details.

Bidding & Negotiation/Construction Administration

Handling of questions during bidding and construction and review of shop drawing and submittals will be billed at hourly rates. Project site meetings, if required, will be performed as Additional



Services on an hourly basis. Changes or additions to the scope of the project during construction will also be considered Additional Services.

EXCLUSIONS:

The following services are **NOT** included in this proposal and, if necessary, are the responsibility of the Owner/Construction Manager, unless negotiated separately:

- Existing condition verification/remediation of environmental hazards
- Subsurface/Soil investigation and report
- Surveys and Plats (metes & bounds and topographic)
- Civil Engineering / Landscape Design / Site Design
- Interior Design-Finish selections/Furniture
- Cost Estimating
- Tenant Finish-out
- Security/LAN/Communication systems design/A-V design/IT or drawings
- Asbestos Testing
- Material Testing Laboratory
- Presentations/Artist Renderings
- Zoning/Variance Requests and Hearings
- Special Testing
- Solar / Back-up Generators
- Separate Permits

Texas Accessibility Standards Compliance & Review

Our proposal does not include the fees for the TAS review of the completed drawings, nor the post construction site visit inspection of the project by a registered accessibility specialist (RAS), as required by the State of Texas. Upon completion, we will assist you in submitting the documents, as required, for design review and invoice you for the filing/review/inspection fees as a reimbursable expense. The post-construction inspection is to be requested by you or your designated agent once construction is complete.

Breakdown of Fees:

MEP (see attached)	\$ 5,800.00
Structural	\$ 3,500.00
Landscape	\$ 2,500.00
<u>Architecture</u>	<u>\$17,200.00</u>
Total	\$29,000.00

**Hourly Rates:**

Hourly rates for Additional Services, such as revisions to previously approved work, work outside of the scope itemized herein, or special studies, if requested, will be performed at the following rates plus (not including) reimbursable expenses:

Principal/Architect	\$ 260.00 per hour
Project Manager/Sr. Arch	\$ 190.00 per hour
Project Architect	\$ 125.00 per hour
Project Coordinator	\$ 95.00 per hour

Payments/Reimbursable Expenses

Invoices are to be submitted periodically (monthly or there about) and payments are to be made, based on percentage complete of each phase and any Additional Services requested and performed.

Schematic Design	25%
Const. Documents	75%

This contract can be terminated by either party after any phase if a request is received in writing and payments for services rendered are made.

Schwarz-Hanson Architects is not responsible for identification, notification, or remediation of existing hazardous materials at the site. An inspection report by a licensed environmental group to be provided by Owner if required for permitting.

Reimbursable expenses including mileage (.62/mi.), printing, plotting, TAS fees & deliveries will be billed, in addition to the above referenced fees at our cost, plus a twenty percent mark-up for handling.

Deliverables will include digital prints of original computer-generated drawings in a number of sets of drawings as required by the Owner.

We are very excited about the prospect of working with you on this project. Thank you very much for the opportunity to propose our services and please feel free to call us with any questions.



Returning a copy of this proposal with your signature will be considered acceptance and our notice to proceed. Please call if you have any questions. We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "BNaeher", written over a light gray rectangular background.

Brad Naeher, NCARB

A handwritten signature in black ink, appearing to read "T.D. Hanson", written over a light gray rectangular background.

Tod D. Hanson AIA

Accepted by: _____

Date: _____

Title: _____

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. 333Guadalupe, Suite 2-350 Austin, TX 78701-3942 512-305-9000 (www.tbae.state.tx.us)

January 27, 2023

Brad Naeher, NCARB
Senior Associate
Schwarz-Hanson Architects
2570 River Park Plaza, Suite 100
Fort Worth, Texas 76116

**RE: Crowley Restaurant Shell Remodel
101 N. Texas, Crowley, Texas 76036**

Brad:

We appreciate the opportunity to offer our proposal to provide the mechanical and electrical design for the referenced project as we discussed. The project consists of providing the mechanical and electrical design to remodel the existing retail tenant space into one shell space for one future restaurant. The design will identify scope to demolish existing power, lighting, plumbing, and HVAC in the building to make it ready for future development. The existing building is 1,642 SF.

Our services, and the project scope, will include:

Electrical

- Survey existing building to identify equipment and infrastructure to be demolished.
- Approximate future power demand based on owner feedback for type of restaurant to occupy the building.
- Demolish existing electrical services (two) at the building and modify with new, located on the back of the building, with a landlord panel to serve temporary loads.
- Coordinate with electric utility for service to building, including anticipated increase in service size.
- Interior lighting design will include emergency lighting only, for the purpose of showing the space to potential tenants.
- Lighting and power design to support new exterior canopy and seating area.
- Lighting controls for IECC compliance.
- Daylighting controls to take advantage of natural lighting at windows as required by code.
- Performance specification and scope of fire alarm system, designed for current shell space and planned for future restaurant. BHB shall locate fire alarm devices within the building.

Mechanical

- Survey existing building to identify equipment and infrastructure to be demolished.
- Mechanical systems will be demolished back to the rooftop unit or air handling unit. Existing HVAC equipment will remain to temper the space.
- Existing exhaust fans and other devices to be demolished.
- Existing equipment controls for roof-mounted HVAC to remain for the shell building.

Plumbing

- Survey existing building to identify equipment and infrastructure to be demolished.
- All waste piping to be demolished to above floor and plugged for potential future use.
- All vent piping to be demolished to just below roof structure and capped for future.
- Water piping to be demolished back to building entrance and valved/capped for future.
- No new future rough-in will be done.
- Existing hose bibbs, floor drains or floor sinks, will be maintained and piped as needed.
- Utilities to the building will remain as-is with no service extensions or modifications anticipated. Any required grease interceptors will be part of a future finishout project.

Construction Administration

- Construction administration is not anticipated, but can be conducted on an hourly basis.
- Review of submittals and determine compliance of shop drawings for items required by the contract documents related to the engineering design requirements.
 - Ten (10) business days to review each submittal.
- Respond to written requests for information and contractor questions.
- Site visits during construction for the purpose of reviewing work completed.
 - A written field report of our observations will be submitted for each visit.

Our fee proposal makes the following assumptions:

- Our proposal assumes the building will not have an emergency generator.
- Included as part of our base proposal is one coordination meeting during the design of the project. We have not included regularly scheduled design review meetings with the Owner and/or Design Team as a part of our base fee.
- We cannot be responsible for equipment delivery that affects construction schedules.
- Contract Documents will be produced using AutoCAD/Revit.
- All site utility design work will be provided by another consultant and will not be part of our work. Our contact with the electric utility company includes sending load information and a site plan only. Further contact with utilities will be on an hourly basis in addition to the basic services.
- The following items are not included in our basic services:
 - Opinions of probable construction cost.
 - Energy Modeling, i.e. for IECC or ASHRAE compliance.
 - Commissioning of the mechanical or electrical systems.
 - Record drawings.

The GENERAL CONDITIONS attached hereto is made a part of this Agreement.

We propose to provide the mechanical and electrical engineering design for the referenced project in sufficient detail to receive construction bids from subcontractors and in sufficient detail to install the systems in accordance with applicable codes. Deliverables will include original drawings (CADD Plots) and specifications. Drawings will be sealed by a Registered/Licensed Professional Engineer.

The design will be in accordance with criteria and guidance received from the Owner via communication from you. Criteria will also include the following:

1. One copy of Owner-approved floor plans and site plan in AutoCAD/Revit format.

In consideration for the scope described above we propose a stipulated sum fee as follows:

MEP Design \$5,800
Construction Administration hourly

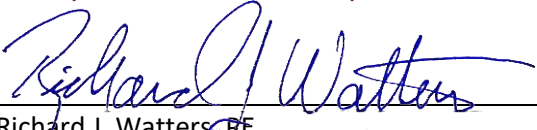
TOTAL.....\$5,800

Invoices will be forwarded to your office based upon the percentage of design completed during each billing period and will be due per the terms of the General Conditions. Stipulated sum does not include reproduction expenses or travel expenses. If required, these will not be incurred without your prior approval, at which point these expenses will be payable under the same conditions as the stipulated sum.

If you agree with the terms of this proposal, please indicate your approval by signing below and returning to our office. We will consider receipt of this signed agreement as our notice to proceed.

Thank you for the opportunity to work with you on this project.

Sincerely,
BAIRD, HAMPTON & BROWN, INC.


Richard J. Watters, PE
Principal, Sr. Mechanical Engineer

SCHWARZ-HANSON ARCHITECTS

Signature

Name

Date

Attachment: General Conditions

GENERAL CONDITIONS

THE GENERAL CONDITIONS HEREIN ARE MADE A PART OF THE AGREEMENT BETWEEN BAIRD, HAMPTON & BROWN, INC., HEREIN AFTER REFERRED TO AS "BHB" AND SCHWARZ-HANSON ARCHITECTS, HEREIN AFTER REFERRED TO AS "THE CLIENT".

Services under this agreement will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of this profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended.

Baird, Hampton & Brown, Inc. shall not be responsible for Contractor's failure to construct the work in accordance with the Contract Documents.

COMPENSATION

Compensation to BHB for the basic services shall be as described in the agreement. If BHB sees the Scope of Services Changing so that additional services are needed, BHB will notify the client for approval before proceeding. Additional Services shall be computed based on the BHB hourly rate schedule as shown below:

Engineering:		Surveying:	
Engineering & Management – Principal/VP	\$ 295.00 /hr.	Surveying Services –Principal/VP	\$ 295.00 /hr.
Project Management	\$ 195.00 /hr.	Surveying Services – Senior RPLS	\$ 195.00 /hr.
Engineering – Senior PE	\$ 195.00 /hr.	Surveying Services – RPLS	\$ 150.00 /hr.
Landscape Architect	\$ 140.00 /hr.	CAD/Tech. Survey Services – Sr Tech.	\$ 150.00 /hr.
Landscape Architect Intern	\$ 90.00 /hr.	CAD/Tech. Survey Services	\$ 95.00 /hr.
Engineering Services – PE	\$ 140.00 /hr.	Field Surveying – 1 Person Crew	\$ 175.00 /hr.
Engineering Services – EIT	\$ 105.00 /hr.	Field Surveying – 2 Person Crew	\$ 205.00 /hr.
Design Services – Senior Designer	\$ 140.00 /hr.	Construction Staking – 2 Person Crew	\$ 225.00 /hr.
Design Services – Designer	\$ 105.00 /hr.		
CAD / Drafting Services	\$ 70.00 /hr.		
Clerical Services	\$ 70.00 /hr.		

The hourly rate schedule will be adjusted annually.

Baird, Hampton & Brown, Inc. reserves the right to determine the project team arrangement and / or crew size and equipment usage for each project, allowing us to utilize our experience to maximize project efficiency and production.

The standard workday includes travel time to and from Baird, Hampton & Brown, Inc.'s office. Variation in work time, to include weekends, holidays or overtime must be agreed to in writing before working. A minimum of two (2) hours of survey crew time will be billed for each scheduled site visit. We require two (2) working days' notice when scheduling additional work.

DIRECT EXPENSES - Direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include any review or permit fees paid by BHB, outside printing and reproduction expenses, travel, transportation, and subsistence away from the DFW metroplex and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, tests, and other work to be done by independent persons other than staff members. Travel will be reimbursed at \$0.625 per mile or the current reimbursement rate allowed by the IRS at the time of this agreement.

VERIFICATION OF EXISTING CONDITIONS - Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by BHB regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees to bear all costs, losses and expenses, including the cost of the Consultant's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure.

DURATION OF AGREEMENT - This proposal assumes that the total duration of the project, including design, construction, commissioning, and certificate of occupation will not exceed 24 months. If this project continues longer than 24 months and BHB is required to provide engineering services, then services will be payable as additional services.

PAYMENT DUE. Invoices will be submitted based upon the work performed during the billing period and are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

INTEREST. If payment in full is not received by BHB within 90 calendar days of the due date, invoices shall bear interest at one percent of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

COLLECTION COSTS. If the Client fails to make payments when due and BHB incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to BHB. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable BHB staff costs at standard billing rates for BHB's time spent in efforts to collect. This obligation of the Client to pay BHB's collection costs shall survive the term of this Agreement or any earlier termination by either party.

SUSPENSION OF SERVICES. If the Client fails to make payments when due or otherwise is in breach of this Agreement, BHB may suspend performance of services upon seven calendar days' notice to the Client. BHB shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, BHB may choose to resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

TERMINATION OF SERVICES. If the Client fails to make payment to BHB in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by BHB.

SET-OFFS, BACKCHARGES, DISCOUNTS. Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by BHB. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

AMERICANS WITH DISABILITIES ACT – TEXAS DEPARTMENT OF LICENSING AND REGULATION – ARCHITECTURAL BARRIERS – Unless specifically included within BHB's proposed scope of work, the project Architect, Client and/or Owner are responsible for the timely project registration, and submittal of the issued/sealed "for construction" engineering plans prepared by BHB and/or its sub-consultants, per Government Code, Chapter 469, Subchapter C, Section 469.101 & 469.012.

INFORMATION PROVIDED BY OTHERS - The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. BHB may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. BHB shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

DEFINITION OF HAZARDOUS MATERIALS - As used in this Agreement, the term *hazardous materials* shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

HAZARDOUS MATERIALS – SUSPENSION OF SERVICES - Both parties acknowledge that BHB's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event BHB or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to BHB that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of BHB's services, BHB may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

HAZARDOUS MATERIALS INDEMNITY - The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless BHB, its officers, partners and employees from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of BHB.

JOB SITE SAFETY - Neither the professional activities of BHB, nor the presence of BHB or its employees and subconsultants at a construction/project site, shall impose any duty on BHB, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. BHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, BHB and BHB's subconsultants.

CONSTRUCTION OBSERVATION - BHB will visit the site at intervals stated within this Agreement, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow BHB to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, BHB shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work.

If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by BHB as Additional Services in accordance with the terms of this Agreement.

BHB shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

BHB shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. BHB does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

SHOP DRAWING REVIEW - BHB shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. BHB's review shall be conducted with reasonable promptness while allowing sufficient time in BHB's judgment to permit adequate review. Review of a specific item shall not indicate that BHB has reviewed the entire assembly of which the item is a component. BHB shall not be responsible for any deviations from the Construction Documents not brought to the attention of BHB in writing by the Contractor. BHB shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CERTIFICATIONS, GUARANTEES AND WARRANTIES - BHB shall not be required to sign any documents, no matter by whom requested, that would result in BHB's having to certify, guarantee or warrant the existence of conditions whose existence BHB cannot ascertain. The Client also agrees not to make resolution of any dispute with BHB or payment of any amount due to BHB in any way contingent upon BHB's signing any such certification.

OWNERSHIP OF INSTRUMENTS OF SERVICE - All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by BHB as instruments of service shall remain the property of BHB. BHB shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

If provided, accepting and utilizing any electronic CAD drawings, reports and data on any form of electronic media generated and furnished by BHB, the Recipient agrees that all such electronic files are instruments of service of BHB, who shall be deemed author, and shall retain all common law and other rights, including copyrights. Said files are transmitted without warranty as to their accuracy or suitability for the purpose to which the recipient intends to use them.

The Recipient agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Recipient agrees not to transfer these electronic files to others without the prior written consent of BHB.

Recipient is aware that differences may exist between the electronic files and printed hard-copy documents. In the event of a conflict between signed documents prepared by BHB and the electronic files, the signed or sealed hard-copy documents shall govern.

In addition, the Recipient agrees, to the fullest extent permitted by law, to indemnify and hold harmless BHB, its officers, directors, employees and sub-consultants against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising from any use of the electronic files.

Under no circumstances shall delivery of electronic files for use by the Recipient be deemed a sale by BHB, and BHB makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

RECORD DOCUMENTS - Under the basic scope of this work, BHB shall not provide Record Documents for this project based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may be provided as an added scope to this project at the hourly rates stated herein and may show significant changes made during construction. Because these Record Documents will be based on unverified information provided by other parties, which BHB is entitled to assume will be reliable, BHB cannot and does not warrant their accuracy.

MEDIATION - In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and BHB agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

The Client and BHB further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

TERMINATION - In the event of termination of this Agreement by either party, the Client shall within fourteen calendar days of termination pay BHB for all services rendered and all reimbursable costs incurred by BHB up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving BHB not less than seven calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven calendar days written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or BHB's services by the Client for more than ninety calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of BHB, the Client shall pay BHB, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by BHB in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

ASSIGNMENT - Neither party to this agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including, but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice shall not be considered an assignment for the purposes of this Agreement.

STATEMENT OF JURISDICTION - The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The TBAE may be reached 333 Guadalupe, Suite 2-350, Austin, TX 78701 or PO Box 1237, Austin, TX 78711; Telephone 512-305-9000.



January 26, 2023

Brad Naehrer, NCARB
Senior Associate
Schwarz Hanson Architects
2570 River Park Drive #100
Fort Worth, TX 76116

Dear Mr. Naehrer:

AWR Designs, LLC is pleased to submit this proposal for providing professional design services to Schwarz Hanson Architects for a commercial/retail project. The scope of services will include landscape and irrigation designs for renovations to an existing developed 0.15-acre site. The project is located at 101 N Texas Street in Crowley, Texas.

The scope of services does not include hardscape, grading, drainage, lighting, or sign designs.

SCOPE OF SERVICES

AWR will render the following professional services in connection with the development of the Project:

1) Landscape Architect's Basic Services are:

a) Landscape Planting Plans

The Landscape Architect will use the site plan provided by the Client to produce construction documents that detail the Project's construction requirements as it relates to landscape planting. Additionally, this document will include any City required landscape calculations and will serve as a site plan submittal document for the City. Any non-landscape related changes to the original site plan submittal will be billed as additional services. This proposal does not include any work related to rain garden, re-irrigation or similar water quality features.

b) Irrigation Design (If requested)

The Landscape Architect will use the approved Landscape Plan to produce an irrigation design. Specific document will include: Irrigation Plans and Specifications – Including schematic location of pvc pipes, irrigation heads, controllers, valves, and quick couplers.

c) Site Visits

Site visits, meeting with city/county staff (if required) will be completed upon request as additional services, billed hourly.

2) Additional Services:

Any services not described in the Landscape Architect's Basic Services will be billed as Additional Services, on an hourly basis as described in Compensation section of this proposal.

Any non-landscape related changes to the original site plan submittal will be billed as additional services.

3) Excluded Services:

Excluded Services are not a part of the Landscape Architect's Basic or Additional Services and are the responsibility of others. Excluded Services include but are not limited to the following: Subsurface conditions; soil issues (including suitability for plant material, soil content, level of compaction); lot line location; drainage; utilities' location; signage; security; lighting and Project or construction cost estimates. It is assumed that all of the areas to be covered by this proposal are located within private property and that none of the elements are located within any right of ways. Excavation, survey, installation, diagnostics and as-built drawings related to irrigation are excluded services.

4) Landscape Architect agrees to provide its professional services in accordance with general accepted standards of its profession

All drawings will be signed and sealed by a Licensed Landscape Architect and Licensed Irrigator in the State of Texas.

TIME OF COMPLETION

AWR Designs will commence work on the Project upon your request. It also agrees to complete the services in accordance with the project schedule and timeline. During the course of the project, anticipated and unanticipated events may impact any project schedule.

COMPENSATION

Client agrees to pay Landscape Architect as follows:

- BASIC SERVICES fee will be billed as a lump sum in the amount of **Two Thousand Five Hundred Dollars (\$2,500)** broken down for one set of drawings for (a) landscape planting plans and (b) irrigation design meeting all city requirements
 - Landscape Planting Plans - **\$1,900**
 - Irrigation Plans (If requested) - **\$600**
- Additional Services: Compensation shall be charged as an hourly rate of **\$100 per hour**.
- Reimbursable Expenses shall include but are not limited to: reproduction, postage and handling of documents and authorized travel.
- Landscape Architect shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month. All payments are due to the Landscape Architect within 90 days upon receipt of invoice.

RESPONSIBILITIES OF CLIENT: CLIENT shall perform the following in a timely manner so as not to delay the services of AWR:

- Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- Assist AWR by placing at AWR's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the

Project (including but not limited to: survey, proposed site plans, utilities, easements and all necessary criteria to complete plans.)

- Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- Give prompt written notice to AWR whenever CLIENT/OWNER observes or otherwise becomes aware of any development that affects the scope or timing of AWR's services, or any defect or nonconformance of the work of any Contractor.

ACCEPTANCE OF AGREEMENT

If this Agreement is not signed and returned to Landscape Architect within 30 days, the offer to perform the described services may, in the Landscape Architects sole discretion, be withdrawn and be null and void unless: (1) Landscape Architect extends the time in writing; or (2) Client orally authorizes Landscape Architect to proceed with work, in which event the terms of the oral authorization shall be presumed to include all the terms of this Agreement. Landscape Architect's performance of work under the oral authorization shall be in reliance on the inclusion of all the terms of this Agreement in the oral authorization.

AWR appreciates this opportunity to submit this proposal. If additional information or clarification is desired, please do not hesitate to contact me.

Sincerely,



Amanda W. Richardson RLA, CLARB, LI

AWR Designs, LLC
512-517-5589

Representative: _____





SCHWARZ
HANSON
ARCHITECTS



SCHWARZ
HANSON
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