



PROFESSIONAL SERVICES AGREEMENT

Preliminary Provisions

This agreement is made as of April 30, 2024, between the Client and LL Green Design, LLC for the Professional Services as provided herein.

Client

RA Development
240 E. Renfro St.
Burleson, Texas 76028

LL Green Design, LLC (LLG)
10106 Caribou Trail, Dallas, TX 75238

Project

Approx. 1.95 miles of new road "Lakewood Drive" beginning at FM 1902, and in a easterly direction. This is a new roadway alignment with one roundabout. Consultant will provide landscape and irrigation plans for median and parkway areas within the R.O.W..

Compensation

- Schematic Design (30%) - \$25,000
- Design Development (60%) – \$30,000
- Construction Documents (90% & 100%) \$35,000

Total Fees: \$90,000



Article 1

Professional Services

1.1 Standard of Care

The Landscape Architectural & Consulting Services, shall be known as "Professional Services," shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

1.2 Scope of Services

Professional Services to be provided under this Agreement are:

Schematic Design

Following Council approved design intent presentation, LL Green Design (Consultant), will develop 30% SD level plans to identify preliminary layout of the landscape plan. Plans will meet current City of Burleson ROW landscape requirements. This will include but not limited to, plantings within the median as well as the parkways. Planting to consist of trees, shrubs, sod, hardscape elements, and coordination of placement for sculpture piece (by others).

Deliverables

- 30% Schematic Design Landscape Plans

Design Development

Following approval of the SD plans, Consultant will prepare 60% Design Development plans to refine the landscape design. Preliminary notes, material schedules, and details will be provided as part of this submittal.

Deliverables:

- 60% Design Development Landscape Plans
- 60% Design Development Landscape Notes, Details, and Schedules



Construction Documents

Following approval of the DD plans, Consultant will prepare Final Construction Documents, to be submitted at a 90% final review, and then issuance of 100% CDs for construction. Plan set will include landscape notes, material schedules, and construction details.

1.3 Changes to Approved Services

Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Project requirements.

1.4 Schedule of Performance

The Client's signature on the Agreement shall be the basis for LLG to begin providing services for the Project. LLG shall perform the services as expeditiously as is consistent with the standard of care described in section 1.1, above.

Article 2

Client's Responsibilities

2.1 Information

The Client shall provide data about the site and other information on which the design is to be based as well as Client's budget parameters for the Project. LLG shall be entitled to rely on the accuracy and completeness of information provided by the Client.

2.2 Budget

LLG shall reasonably strive to propose designs and prepare documents consistent with the Client's budgets parameters. If provided by LLG as part of the Scope of Services, opinions of probable construction costs are based on LLG's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning. Such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated.

2.3 Approvals

The Client's decisions, approvals, reviews, and responses shall be communicated to LLG in a timely manner so as not to delay the performance of the Professional Services.



Article 3 Ownership of Documents

LLG shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by LLG (collectively, the "Design Materials"). Subject to payment by the Client of all fees and Reimbursable Expenses owed to LLG, LLG grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project.

Article 4 Compensation

4.1 Compensation for Professional Services performed under this Agreement shall be as indicated in the Preliminary Provisions plus Reimbursable Expenses as defined below. Supplemental Services, when requested in writing by the Client, shall require additional compensation to be determined on an hourly basis or on the basis of a negotiated fee.

4.2 Reimbursable Expenses are expenditures made by LLG, its employees, and consultants in the interest of the Project plus an administrative fee of 10%. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction of documents, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar, direct Project-related expenditures.

4.3 Monthly payments to LLG shall be based on (1) the percentage of the Scope of Services completed, and shall include payments for (2) Reimbursable Expenses incurred.

4.4 Payments are due and payable 30 days from the date of LLG's invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and shall accrue 10% simple interest per month. At LLG's option, overdue payments may be grounds for termination or suspension of services.

4.5 If through no fault of LLG, the Scope of Services to be provided under this Agreement has not been completed within 60 days of the initial notice to proceed, the compensation for services rendered after that time period shall be equitably adjusted.

Article 5 Indemnification

Client and LLG each agree to indemnify and hold harmless the other, and their respective offices, employees and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney's fees, to the extent such losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event losses, damages, or expenses are caused by the joint or concurrent negligence of Client and LLG, they shall be borne by each party in proportion to its negligence.



Article 6 Dispute Resolution

6.1 If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by the parties.

6.2 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

Article 7 Termination

This Agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

Article 8 Other Terms and Conditions

8.1 Assignment

Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to assignment of proceeds.

8.2 Governing Law

The law in effect at LLG's principal place of business shall govern the Agreement.

8.3 Complete Agreement

The Agreement represents the entire understanding between the Client and LLG and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in writing signed by both the Client and LLG.

LL Green Design, LLC.

Agent: _____ Date: 4/30/2024

_____Anna Sullivan, RLA_____

CLIENT- RA Development

Agent: _____ Date: May 7, 2024

Print: Justin Bond, COO Phone: 817-880-1220