



**CITY OF HUTCHINS
HUTCHINS EDC MEETING
AGENDA**

**Thursday, March 19, 2026 at 6:30 PM
Hutchins City Hall, 400 N. JJ Lemmon Road**

Board Members

Raymond Elmore, President
Norma Harlin
Artis Johnson
Aurora Madrigal
Steve Nichols, Vice President
Demarcus Odom
Mario Vasquez
Guy Brown, Executive Director

NOTICE OF POSSIBLE CITY COUNCIL QUORUM

A QUORUM OF COUNCIL MEMBERS MAY OR MAY NOT BE PRESENT AT THIS MEETING. HOWEVER, NO OFFICIAL CITY COUNCIL ACTION WILL BE CONSIDERED DURING THIS MEETING.

Pursuant to Section 551 of the Texas Government Code, notice is hereby given that the Board of Directors of the City of Hutchins will meet March 19, 2026 at 6:30 p.m. to conduct a Regular Meeting at the Hutchins City Hall located at 400 North JJ Lemmon Road, Hutchins, Texas, at which time the following items will be discussed and considered.

As authorized by Section 551.071 of the Texas Government Code, the Board of Directors reserves the right to convene in Executive Session for the purpose of seeking confidential legal advice from the city attorney on any agenda item listed herein.

A. CALL MEETING TO ORDER

1. Roll Call
2. Invocation

B. CITIZEN COMMENTS *The Citizen Comments Portion of the Agenda is an opportunity for the public to address the Board on any subject. However, in accordance with the Texas Open Meetings Act, the Board cannot discuss issues raised or make any decision at this time. Issues raised may be referred to HEDC Staff for research and possible future action.*

C. CONSENT AGENDA: *All items presented in the Consent Agenda require no deliberation by the Board. Each Board member has the opportunity of removing an item from this agenda so that it may be considered separately.*

1. Consideration and action regarding the Minutes Hutchins Economic Development Meeting held on January 15, 2026.

D. PUBLIC HEARINGS

E. REGULAR AGENDA

2. Consideration and Action regarding Amended and Restated Local Business Grant Agreement for property located at 101 South Interstate 45, Suite 1 in Hutchins.

Presented by: Guy Brown HEDC Executive Director

3. Consideration and Action regarding Scope of Service from Dunaway for Planning Services.

Presented by: Guy Brown HEDC Executive Director

F. EXECUTIVE SESSION

4. The Hutchins Economic Development Corporation Board of Directors will hold a closed Executive Session pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in:

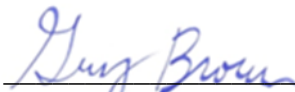
§ 551.087. Deliberation regarding economic development negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision to a business prospect:

1. Project Cedar.

G. RECONVENE INTO REGULAR SESSION and take any action necessary as a result of Executive Session.

H. ADJOURNMENT

Certification: I certify that a copy of the March 19, 2026 agenda of items to be considered by the Hutchins Economic Development Corporation was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website www.cityofhutchins.org, in accordance with Chapter 551 of the Texas Government Code. Posted on Friday, March 13, 2026, before 5:00 p.m.



Guy Brown
Executive Director

ACCESSIBILITY STATEMENT

A request for special services must be received at least 24 hours in advance of scheduled meeting. For assistance, please call the HEDC office at 972-225-4449 or email the Executive Director at gbrown@cityofhutchins.org.



Hutchins EDC
Guy Brown
gbrown@cityofhutchins.org
Phone: 972/225-4449
Fax: 972/225-5559

**MINUTES
HUTCHINS ECONOMIC DEVELOPMENT CORPORATION (HEDC)
REGULAR BOARD OF DIRECTORS MEETING
THURSDAY, JANUARY 15, 2026 – 6:30 P.M.
HUTCHINS CITY HALL – 400 N JJ LEMMON ROAD
HUTCHINS, TEXAS 75141**

The Hutchins Economic Development Corporation Board of Directors met on January 15, 2026, at 6:30 p.m. to conduct a regular meeting at the Hutchins City Hall located at 400 North JJ Lemmon Road, Hutchins, Texas, 75141 at which time the following items were discussed and considered:

ATTENDANCE:

BOARD MEMBERS

- Raymond Elmore, President
- Norma Harlin
- Artis Johnson
- Aurora Madrigal
- Steve Nichols, Vice President
- Demarcus Odom
- Mario Vasquez
- Guy Brown, Executive Director

A. Call Meeting to Order

The meeting was called to order at 6:30 p.m. The meeting was held at the Hutchins City Hall located at 400 North JJ Lemmon Road, Hutchins, Texas, 75141.

Roll Call

A quorum of the Board of Directors was established. All roll call, Mr. Vasquez was absent. All other members of the Board were present.

Invocation

Invocation was given by Mr. Johnson.

B. Citizen Comments.

There were no comments from citizens.

C. CONSENT AGENDA: *All items presented in the Consent Agenda require no deliberation by the Board. Each Board member has the opportunity of removing an item from this agenda so that it may be considered separately.*

1. Consideration and action regarding the Minutes Hutchins Economic Development Meeting held on December 11, 2025.

Mr. Johnson made a motion to approve the minutes of December 11, 2025. The motion was seconded by Mr. Nichols and passed unanimously.

D. PUBLIC HEARINGS
NONE.

E. REGULAR AGENDA

2. Election of Officers.

a. President

Mr. Nichols made a motion to elect Mr. Elmore as HEDC Board President. The Motion was seconded by Mr. Odom and passed unanimously.

b. Vice President.

Mr. Nichols made a motion to elect Ms. Madrigal as HEDC Board Vice President. The Motion was seconded by Mr. Elmore and passed unanimously.

3. Consideration and Action regarding Amended and Restated Local Business Grant Agreement for property located at 101 South Interstate 45, Suite 12 in Hutchins.

Ms. Madrigal made a motion to approve an Amended and Restated Local Business Grant Agreement for property located at 101 South Interstate 45, Suite 12 in Hutchins. The Motion was seconded by Mr. Nichols and passed unanimously.

4. Consideration and Action regarding Amended and Restated 4B Economic Development Agreement for property located at 301 Wintergreen Road in Hutchins.

Mr. Nichols made a motion to approve an Amended and Restated 4B Economic Development Agreement for property located at 301 Wintergreen Road in Hutchins. The Motion was seconded by Mr. Johnson and passed unanimously.

F. Executive Session:

NONE.

G. RECONVENE INTO REGULAR SESSION and take any action necessary as a result of Executive Session:

NONE.

H. Adjournment.

No further business was conducted; Mr. Nichols made a motion to adjourn the meeting. Mr. Johnson seconded the motion. The Board, by unanimous vote, adjourned the meeting at 6:58 p.m.

Approved:

Raymond Elmore, President

STAFF REPORT

MEETING DATE: March 19, 2026

MEETING TYPE: Hutchins EDC Board Meeting

SUBMITTED BY: Guy Brown

AGENDA CAPTION: Consideration and Action regarding Amended and Restated Local Business Grant Agreement for property located at 101 South Interstate 45, Suite 1 in Hutchins.

Presented by: Guy Brown HEDC Executive Director

Background Information

Last year, the HEDC received a request for assistance with a retail project at 101 South Interstate 45, Suite 1. The owner (Pete’s Cafe) is in the process of placing additional air conditioning and signage at the location. The HEDC Board of Directors recommend an infrastructure grant to assist with the cost for signage and A/C improvements at the location that was subsequently approved by the Council.

The original agreement required the applicant complete the entire project at the location by December 31, 2025. The Applicant is now requesting an extension to June 30, 2026.

Budget Implications

The cost of the assistance is derived from the HEDC budget. A grant up to \$5,000 was approved. Extending the agreement provides the applicant with more time to satisfy the conditions of the grant.

Operational Impact

Operational impact is minimal, the HEDC will release the grant to the business once the terms of the agreement are met.

Legal Review

The City Attorney has drafted a Restated and Amended Economic Development Agreement related to the project.

Staff Recommendation

The Executive Director is recommending that the Board extend the agreement until June 30, 2026

NOW THEREFORE, in consideration of the foregoing and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Article I
Definitions**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Bankruptcy or Insolvency” shall mean the dissolution or termination of Company’s existence, insolvency, employment of receiver for any part of Company’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Company and such proceedings are not dismissed within ninety (90) days after the filing thereof.

“Capital Investment” shall mean the capitalized costs incurred and paid for the Infrastructure.

“City” shall mean the City of Hutchins, Texas.

“Commencement of Construction shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Infrastructure; (ii) all necessary permits for the construction of the Infrastructure pursuant to the plans therefore have been issued by all the applicable governmental authorities; and (iii) construction of the Infrastructure has commenced.

“Commencement Date” shall mean the date the certificate of occupancy is issued by the City for the Company’s occupancy of the Improvements following the date of Completion of Construction of the Infrastructure.

“Company” shall mean EFJ LLC, a Texas Limited Liability Company, doing business as Pete’s Café.

“Completion of Construction” shall mean that: (i) substantial completion of the Infrastructure has occurred; and (ii) the City has verified completion of the Infrastructure and issued a certificate of occupancy for Company to occupy the Leased Premises.

“Effective Date” shall mean the last date of execution hereof.

“Employment Period” shall mean each twelve (12) consecutive month period following the Commencement Date during the term of this Agreement.

“Employment Position(s)” shall mean FTE Positions which have been created and filled at the Improvements, and which are thereafter maintained during the term of this Agreement. In the event of voluntary or involuntary termination of an employee, which termination causes the number of Employment Positions to fall below the number required pursuant to this Agreement, Company shall not be in breach of this Agreement provided the required number of Employment Positions is re-established within ninety (90) days of such employee termination. The number of Employment Positions for an Employment Period shall be based on a weekly average count of Employment Positions working during each calendar week during the Employment Period.

“Expiration Date” shall mean the third (3rd) anniversary date of the date of Commencement Date.

“Force Majeure” shall mean an occurrence of any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes affecting the area in which the Leased Premises is located that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, in which case the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

“HEDC” shall mean the Hutchins Economic Development Corporation.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company with respect to the Improvements or any property or any business owned by Company within the City.

“Improvements” or “Leased Premises” shall mean approximately 2,600 square feet of space at the Hutchins Plaza Shopping Center located at 101 South Interstate 45, Suite 1, Hutchins, Texas 75141.

“Infrastructure” shall mean an air conditioning unit and Restaurant signage to be installed at the Leased Premises by Company in accordance with plans approved by the City.

“Infrastructure Grant” shall mean an economic development grant to offset the costs of installation of the Infrastructure in an amount not to exceed Five Thousand and No/100 Dollars (\$5,000.00), to be paid as set forth herein.

“Lease” shall have the meaning assigned in the Recitals

“Payment Request” shall mean a written request from Company to HEDC for payment of the Infrastructure Grant accompanied by copies of paid invoices, receipts and other evidence of the costs incurred and paid by the Company for the Infrastructure and for the required Capital Investment, and such other information as may reasonably be requested by the HEDC to document costs incurred and paid for the Infrastructure and to document the Capital Investment.

“Related Agreement” shall mean any agreement (other than this Agreement) by and between the HEDC and/or the City and the Company, or any of its affiliated or related entities.

“Required Use” shall mean the continuous occupancy and use of the Improvements for the Restaurant open to the public and serving the citizens of the City.

“Restaurant” shall have the meaning assigned in the Recitals.

**Article II
Term**

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

**Article III
Infrastructure Grant**

3.1 Infrastructure Grant. Subject to the continued satisfaction of all the terms and conditions of this Agreement by Company, and the obligation of Company to repay the Infrastructure Grant pursuant to Section 5.2 hereof, HEDC agrees to provide the Infrastructure Grant to Company within thirty (30) days after HEDC receipt of a Payment Request from Company following the Commencement Date, provided Company has caused Completion of Construction of the Infrastructure. Company may submit the Payment Request to HEDC not earlier than thirty (30) days after the Commencement Date and no later than ninety (90) days thereafter.

Failure of Company to timely submit the Payment Request for the Infrastructure Grant shall result in forfeiture of the payment of the Infrastructure Grant by HEDC to Company.

3.2 Current Revenue. The Infrastructure Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated by HEDC; provided, however, HEDC agrees during the term of this Agreement to make a good faith effort to appropriate funds to pay the Infrastructure Grant. Consequently, notwithstanding any other provision of this Agreement, HEDC shall have no obligation or liability to pay Infrastructure Grant except as allowed by law.

3.3 Grant Limitations. Under no circumstances shall the obligations of HEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, HEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Company. None of the obligations of HEDC under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

**Article IV
Conditions to Economic Development Grant**

The obligation of HEDC to provide the Infrastructure Grant shall be conditioned upon the compliance and satisfaction by Company of the terms and conditions of this Agreement and each of the following conditions; provided, however, that failure to meet a condition shall not prevent the payment of the Infrastructure Grant prior to the specified deadline for satisfaction of the condition.

4.1 Payment Request. Company shall, as a condition precedent to the payment of the Infrastructure Grant, timely provide HEDC with the Payment Request.

4.2 Good Standing. Company shall not have an uncured breach or default of this Agreement, or a Related Agreement.

4.3 Required Use. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Improvements shall not be used for any purpose other than the Required Use, and the operation and occupancy of the Improvements in conformance with the Required Use shall not cease for more than thirty (30) days, except in connection with and to the extent of an event of Force Majeure.

4.4 Construction Schedule. Company shall, subject to events of Force Majeure, cause Commencement of Construction of the Infrastructure to occur on or before July 31, 2025, and subject to events of Force Majeure, cause Completion of Construction thereof to occur on or before June 30, 2026.

4.5 Continuous Occupancy. Company shall, beginning on the Commencement Date and continuing thereafter until the Expiration Date, continuously lease and occupy the Improvements, and operate the Restaurant.

4.6 Infrastructure to Remain. The Infrastructure, following the Completion of Construction of the Infrastructure, shall not be removed from the Leased Premises.

4.7 Employment Positions. The Restaurant is anticipated to create ten (10) Employment Positions.

4.8 Capital Investment. The Capital Investment shall be at least equal to the amount of the Infrastructure Grant as of the date of Completion of Construction of the Infrastructure.

**Article V
Termination; Repayment**

5.1 Termination. This Agreement shall terminate upon any one or more of the following:

- (a) By mutual written agreement of the Parties;
- (b) Upon the Expiration Date;
- (c) Upon the date set forth in written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement, or a Related Agreement, and such default or breach is not cured within thirty (30) days after written notice thereof;
- (d) Upon the date set forth in written notice by HEDC, if Company suffers an event of Bankruptcy or Insolvency;
- (e) Upon the date set forth in written notice by HEDC, if any Impositions owed to the HEDC or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions); or
- (f) Upon the date set forth in written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable.

5.2. Repayment. In the event the Agreement is terminated by HEDC pursuant to Section 5.1(c), (d), (e), or (f), Company shall immediately repay to HEDC an amount equal to the Infrastructure Grant previously paid by HEDC to Company immediately preceding the date of such termination, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or base commercial lending rate, or if the *Wall Street Journal* shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by HEDC) as its prime or base commercial lending rate, from the date on which the Infrastructure

Grant is paid by HEDC until such Infrastructure Grant is refunded by Company. The repayment obligation of Company set forth in this section 6.2 hereof shall survive termination.

5.3 Right of Offset. HEDC may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to HEDC from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether the debt due HEDC has been reduced to judgment by a court.

**Article VI
Miscellaneous**

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

6.2 Limitation on Liability. It is understood and agreed between the Parties that Company and HEDC, in satisfying the conditions of this Agreement, have acted independently, and HEDC assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless HEDC from all such claims, suits, and causes of actions, liabilities, and expenses, including reasonable attorney’s fees, of any nature whatsoever by a third party arising out of Company’s performance of the conditions under this Agreement.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the Parties.

6.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered:

If intended for HEDC, to:

With a copy to:

Attn: Guy D. Brown
Executive Director
Hutchins Economic Development
Corporation
103 W. Palestine Street
P.O. Box 361
Hutchins, Texas 75141

Attn: Peter G. Smith
General Counsel
Nichols | Jackson
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

If intended for Company, to:

Attn: Estela Hernandez, Owner
EFJ LLC, dba Pete’s Café
3410 Beltline Road
Farmers Branch, Texas 75234
- AND -
101 South Interstate 45, Suite 1
Hutchins, Texas 75141

6.5 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.6 Severability. In the event any section, subsection, paragraph, sentence, phrase, or word herein is held invalid, illegal, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

6.7 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

6.9 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

6.10 Recitals. The Recitals to this Agreement are hereby incorporated herein.

6.11 Exhibits. Any exhibits to this Agreement are incorporated herein.

6.12 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.13 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.14 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by Company without the prior written consent of the HEDC.

6.15 Employment of Undocumented Workers. During the term of this Agreement Company agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the Infrastructure Grant herein and any other funds received by Company from HEDC as of the date of such violation within thirty (30) days after the date Company is notified by HEDC of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts.

[Signature Page to Follow]

EXECUTED on this _____ day of _____, 2026.

HUTCHINS ECONOMIC DEVELOPMENT CORPORATION

By: _____
Guy D. Brown, Executive Director

EXECUTED on this _____ day of _____, 2026.

EFJ LLC, dba PETE’S CAFÉ

By: _____
Estela Hernandez, Owner

STAFF REPORT

MEETING DATE: March 19, 2026

MEETING TYPE: Hutchins EDC Board Meeting

SUBMITTED BY: Guy Brown

AGENDA CAPTION: Consideration and Action regarding Scope of Service from Dunaway for Planning Services.

Presented by: Guy Brown HEDC Executive Director

Background Information

The City of Hutchins has been exploring opportunities to develop a mixed-use project that would enhance economic development opportunities and support the planned recreation center. Dunaway Associates, LLC submitted a proposal to provide professional planning services to prepare an illustrative site plan and marketing materials for a proposed mixed-use development area within the city.

The proposed planning effort focuses on approximately 17 acres of potential development area, divided into two primary sites:

- Site 1: Approximately 8 acres located at the north corner of Southaven Blvd. and Lancaster-Hutchins Road, west of the planned recreation center.
- Site 2: Approximately 9 acres located north of Hutchins City Hall along JJ Lemmon Road.

City of Hutchins Site Planning ...

The project concept includes a mixed-use development integrating commercial retail, public open space, community-oriented areas, and residential uses such as townhomes and higher-density multi-family housing. The goal of the effort is to create a viable marketing plan that can be used to attract developers and guide future development opportunities in the area.

Dunaway will prepare two illustrative site plan concepts for staff review and develop a final illustrative plan and supporting marketing graphics to assist the City in promoting the property to potential developers.

Budget Implications

The proposed professional services include:

- Illustrative Site Planning: \$15,000
- Marketing Graphics: \$3,000

Total Lump Sum Services: \$18,000

In addition, Dunaway has estimated \$5,000 for client coordination and meetings on an hourly basis if required. The proposal also includes a 2% administrative fee and direct expenses, which will be billed as applicable.

Funding for these services would be derived from the HEDC budget designated for Planning Purposes.

Operational Impact

The project will provide the City and HEDC with a conceptual development plan and marketing materials that can be used to attract potential private developers to the identified sites. These materials will support long-term planning for the Town Center area and assist in coordinating development opportunities around the future recreation center and surrounding properties.

Staff Recommendation

The Executive Director recommends approval of the Professional Services Agreement with Dunaway Associates, LLC to provide illustrative site planning and marketing graphics for the proposed mixed-use development area.



Dunaway Location
550 Bailey Avenue
Suite 400
Fort Worth, TX 76107

Dunaway No. P009108.003

February 11, 2026

James Quin
City Manager
City of Hutchins
321 North Main Street
Hutchins, TX 75141

Reference: Proposal for Professional Services
Hutchins, Texas

Mr. Quin:

Thank you for considering Dunaway to provide site design planning services for your project. We specialize in creating solutions that not only meet your technical needs but also reflect the unique character of your project. Our team is passionate about bringing your vision to life through collaboration, attention to detail, and a deep understanding of the local landscape. We look forward to partnering with you to make your project a success.

Project Understanding

It is Dunaway’s understanding that the City of Hutchins would like to develop a viable marketing site plan for an approximately 17-acre mixed-use project, with the flexibility to incorporate adjacent parcels for potential higher density residential housing. The project will focus on two sites (See Exhibit A):

Site 1: An approximate 8-acre site located at the north corner of the Southaven Blvd. and Lancaster-Hutchins Rd. intersection, just west of the planned recreation center

Site 2: An approximate 9-acre site directly north of Hutchins City Hall, along JJ Lemmon Rd.

The proposed mixed-use development will incorporate the future recreation center with a diverse range of land uses, including commercial retail, public open space, community-centric zones, and a mix of townhomes and high-density multi-family housing.

The scope does not include private construction documents, bidding assistance and construction phase services for the design program.

Proposal for Professional Services
Hutchins, Texas
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Executive Fee Summary

1. Illustrative Site Planning	\$15,000 Lump Sum
2. Marketing Graphics	\$3,000 Lump Sum
3. Client Coordination & Meetings.....	\$5,000 Hourly Estimate
Total: Lump Sum Services	\$18,000.00
Hourly Estimated Services	\$5,000.00

FEE

Dunaway proposes to provide the scope of work described below for a fee as shown above, plus a 2% administrative fee, direct expenses, and any applicable State Sales Tax. All administrative and application fees required by review authorities will be paid by the Client and are not included in Dunaway’s proposed fee. Please find attached to this proposal our Standard Terms & Conditions for professional services, which is also part of this proposal.

DETAILED SCOPE OF WORK

1. Illustrative Site Planning – Dunaway will provide two (2) Illustrative Site Plans for review with City staff. Based on the input received from staff, Dunaway will prepare one (1) Final Illustrative Plan graphic that will be used to facilitate development and marketing strategy for the property. This task will include up to one (1) minor revision to the Final Illustrative Plan. Additional versions may be prepared as extra services if desired.
2. Marketing Graphics – Dunaway will create supportive marketing graphics of the Final Illustrative Site Plan approved by City staff. The proposed buildings will be shown for space planning only and not designed by Dunaway. Dunaway will provide one (1) round of updates to the model based on comments from City staff.
3. Client Coordination & Meetings –Dunaway will attend required project / design coordination meetings and conference calls on an as-needed basis. If additional time is required by the Client, we can perform this service on an hourly basis.

ADDITIONAL SERVICES (not included in proposal)

The following is a list of some of the services that may be required for a Project of this type but have not been included in this proposal. If the Client determines any of these services is desired, Dunaway can either amend this proposal to incorporate the desired service or services or recommend other actions to cover the needs as expressed.

1. Flood studies for changes to FEMA flood maps.

Proposal for Professional Services
Hutchins, Texas
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- 2. Surveying services such as boundary surveys and as-built surveys and easements by separate instrument are not included unless specifically mentioned in the scope of work.
- 3. Redesign efforts related to scope of work or building footprint changes after significant design efforts have begun or redesign efforts to meet construction budgets are not included.

If this proposal meets with your approval, please sign below and return one copy to our office as our notice to proceed. We appreciate the opportunity to assist you with this project and look forward to its success.
Respectfully submitted,

DUNAWAY ASSOCIATES, LLC
a Texas limited liability company

Agreed & Accepted
CITY OF HUTCHINS

Stephen Cook, AICP
Director - Planning | Associate

By: _____
Name: _____
Title: _____
Date: _____

Attachment(s): Standard Terms & Conditions

These Standard Terms & Conditions are attached to and fully incorporated into the Base Contract. The Base Contract, together with these Standard Terms and Conditions, is sometimes called this "Agreement" herein, dated as of February 11, 2026 (the "Effective Date"), is made and entered into by and between Dunaway Associates, LLC and Client.

I. Basis of Compensation. Professional Services shall be billed monthly and based upon either a percent complete for lump sum tasks or Dunaway Associates, LLC's Standard Hourly Bill Rate Schedule. This Schedule is updated annually in January.

2026 STANDARD HOURLY BILL RATE SCHEDULE

STAFF TYPE	HOURLY BILL RATE		
Intern	\$80.00	-	\$90.00
Field Services	\$80.00	-	\$235.00
Technician	\$95.00	-	\$160.00
Administrative	\$110.00	-	\$155.00
Planner	\$120.00	-	\$235.00
GIS	\$120.00	-	\$200.00
Designer	\$125.00	-	\$195.00
Licensed Professional	\$135.00	-	\$305.00
Graduate Engineer	\$145.00	-	\$175.00
Right of Way Agent	\$170.00	-	\$190.00
Project Manager	\$175.00	-	\$260.00
Director	\$215.00	-	\$345.00
Subject Matter Expert	\$275.00	-	\$500.00
Vice President	\$335.00	-	\$495.00

II. Limitation of Liability. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate of Dunaway Associates, LLC and Dunaway Associates, LLC's officers, directors, partners, employees, agents and Dunaway Associates, LLC's Subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement from any cause or causes, including **but not limited to the negligence, professional errors or omissions**, strict liability or breach of contract, or warranty express or implied, or any legal theory of recovery of Dunaway Associates, LLC or Dunaway Associates, LLC's officers, directors, partners, employees, agents or Dunaway Associates, LLC's Subconsultants or any of them, shall not exceed fifty percent (50%) of the total compensation received by Dunaway Associates, LLC under this Agreement.

III. Standard of Care. Dunaway Associates, LLC shall perform the Services for which Dunaway Associates, LLC is expressly hired under the Task Order with the professional skill and care ordinarily provided by competent professional services practicing in the same or similar locality and under the same or similar circumstances and professional license. Dunaway Associates, LLC shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Dunaway Associates, LLC makes no warranty, express or implied, as to its professional services rendered under this agreement.

IV. No Consequential Damages. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential, indirect, special, punitive, or similar damages, whether arising in contract, warranty, tort (including negligence), strict liability, or if incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or Dunaway Associates, LLC, their employees, agents, or subconsultants. Consequential damages include, but are not limited to, loss of use, profit, business, reputation, or financing.

V. Dunaway as Subconsultant Under Prime Contract. In the event, Dunaway Associates, LLC is serving as a subconsultant to Client, and the Client is contracted under a "Prime Contract" to another third party or contemplates being contracted through a Prime Contract to a third party; Dunaway Associates, LLC must have ability to review and request edits if applicable to the Prime Contract in advance of the execution of the Prime Contract. Client agrees to coordinate with Dunaway Associates, LLC regarding proposed revisions to the Prime Contract and to endeavor to obtain all reasonable revisions necessary to the Prime Contract. In the event, Client executes or otherwise agrees to the terms incorporated in a Prime Contract prior to Dunaway Associates, LLC review of Prime Contract, Dunaway Associates, LLC nevertheless reserves the right to propose revisions to Prime Contract acceptable to Dunaway Associates, LLC and third party. In the event Client is not willing to allow Dunaway to propose revisions to Prime Agreement, then Client will contract with Dunaway Associates, LLC, under a separate Subconsultant Agreement. Under no circumstances shall Dunaway Associates, LLC be bound by a Prime Contract negotiated by Client that Dunaway Associates, LLC finds objectionable, and Dunaway Associates, LLC shall have the right to terminate this agreement with full compensation for the percent complete of the instruments of service performed at the notice of termination.

VI. No Duties to Third Parties. The services to be performed by Dunaway Associates, LLC under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of Dunaway Associates, LLC toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

VII. Claims Limited to Insurance Coverage. The Client and Dunaway Associates, LLC waive all rights for damages, each against the other and against the contractors, subconsultants, agents, and employees of the other, but only to the extent covered by property insurance during or after construction, except such rights as they may have to the proceeds of such insurance, subject to the limitation of liability herein. The Client and Dunaway Associates, LLC each shall require similar waivers from their contractors, subconsultants, and agents.

VIII. General Contractor Duties and Responsibilities. Neither the professional activities of Dunaway Associates, LLC, nor the presence of Dunaway Associates, LLC or his or her employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Dunaway Associates, LLC and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety and

warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, will indemnify, defend and hold harmless, Dunaway Associates, LLC and Dunaway Associates, LLC's Subconsultants from all third claims arising from or resulting from the General Contractor's performance, duties, and responsibilities in the Project and Dunaway Associates, LLC and Dunaway Associates, LLC's Subconsultants **shall be made additional insureds** under the General Contractor's general liability insurance policy.

IX. Cancellation.

- A. It is understood that this Agreement may be cancelled by either party giving 30 days written notice to the other party.
- B. The Client may cancel this Agreement if Dunaway Associates, LLC breaches or defaults on its obligation under this Agreement, provided the Client has given written notice detailing the breach and Dunaway Associates, LLC has failed to cure, commence to cure, or provide a plan to cure such breach or default within 30 days of receipt by Dunaway Associates, LLC of the initial written notice from the Client.
- C. Payment to Dunaway Associates, LLC in the event of cancellation under this Section shall include payment for all Services rendered and performed up to date of the notice of cancellation plus reasonable costs actually incurred by Dunaway Associates, LLC, including but not limited to reasonable cost(s) to break contractual obligations with subconsultants entered prior to Dunaway Associates, LLC's receipt of the notice of cancellation. Client's payment shall be due based on the method of computation in Section I.

X. Payment.

- A. Client recognizes that prompt payment of Dunaway Associates, LLC's invoices is an essential aspect of the overall consideration Dunaway Associates, LLC requires for providing service to Client. Client agrees to pay all charges not in good faith dispute within 30 days of date of invoice.
- B. If payment is not received within 90 days from the invoice date, the Client may incur interest on the overdue amount at a rate of 18% annually (1.5% per month), or the maximum rate allowed by law, whichever is lower. Also, Dunaway Associates, LLC shall be entitled to contact the project owner to request and discuss payment on the overdue amount.
- C. If payment is not received within 120 days from the invoice date, a demand letter and a stop work notice may be issued.
- D. Upon execution of the Agreement, Dunaway Associates, LLC shall provide Client with written payment instructions and all necessary forms required by Client to effectuate payments to Dunaway Associates, LLC (the "Payment Information"). Dunaway Associates, LLC shall submit the initial Payment Information to Client by phone, email, certified mail or hand delivery only. If Client receives a request to change such Payment Information, Client agrees that it will not modify or make a change to this Payment Information without oral confirmation and written or verbal confirmation, from Dunaway Associates, LLC's Controller. Client shall make no changes to the Payment Information if it does not receive the oral and written confirmations as stated

herein. If Client makes any change to the Payment Information without first receiving the confirmations stated herein, it shall be solely responsible for any monies lost or stolen and not paid to Dunaway Associates, LLC as required under the terms of this Agreement.

- XI. **Cessation of Services.** If Client, for any reason, fails to pay the undisputed portion of Dunaway Associates, LLC's invoices within 120 days of invoice date, Dunaway Associates, LLC has the right to cease work on the project and Client shall waive any claim against Dunaway Associates, LLC for cessation of services, **and shall hold harmless, defend and indemnify Dunaway Associates, LLC** from and against any claims for damages, injury or loss stemming from Dunaway Associates, LLC's cessation of service. Client shall also pay Dunaway Associates, LLC for all Services performed up to the date of cessation of services, plus reasonable costs actually incurred by Dunaway Associates, LLC, including but not limited to reasonable cost(s) to break contractual obligations with subconsultants and the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

XII. Suspension of Services and Additional Services.

- A. In the event that any professional services contract is paused for more than six months after execution, Dunaway reserves the right to assess a remobilization fee of up to five percent of the total contract fee. Additionally, Dunaway has the right to update the contract's billing rates to the current billing rate schedule for any contract executed nine months after the original proposal date. If the scope of services requires additional services due to the pause or new information impacting the project during the pause and it is not attributable to Dunaway, the Client acknowledges that additional services may be applicable, resulting in additional fees charged by Dunaway.
- B. In the event that the Client requests in writing that Dunaway Associates, LLC provide services in addition to the Services authorized under this Agreement and proposal, Dunaway Associates, LLC shall, subject to acceptance by Dunaway Associates, LLC, provide such additional services as may be authorized in writing by the Client. Dunaway Associates, LLC shall be compensated by the Client for the additional services in accordance with the rates in Section I hereto; provided that Dunaway Associates, LLC shall have the right to modify its rates on an annual basis by providing written notice of the rate changes to the Client, and Section I shall be modified to reflect the new rates for any additional services.
- C. Dunaway Associates, LLC shall be reasonably compensated, in accordance with the rates in Section I, for additional services resulting from substantive changes to the design documents not reflective of precedent design approvals, Client-directed substantive modifications to the construction budget or schedule, or from the actions of other third parties beyond the direct control of Dunaway Associates, LLC.

XIII. Dispute Resolution.

- A. In the event any bill, or portion thereof, is disputed by Client, Client shall notify Dunaway Associates, LLC within 10 days of receipt of the bill in question, and Client and Dunaway Associates, LLC shall work together to resolve the matter within 60 days of its being called to Dunaway Associates, LLC's attention. If resolution of the matter is not attained within 60 days, either party may terminate this Agreement in accordance with conditions indicated in the termination of agreement clause specified in Section XII.
- B. 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 Dunaway Associates, LLC agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation as the first method for resolution, unless the parties mutually agree otherwise. The Client and Dunaway Associates, LLC further agree to include a similar mediation provision in all agreements with independent contractors and subconsultants retained for the Project and to require all independent contractors and subconsultants 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 between the parties to all those agreements.
- C. Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth herein, shall be decided by litigation in Court of competent jurisdiction in a venue where the project is located. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE WORK, SERVICES, OR THE PROJECT, AND THE PARTIES HEREBY AGREE TO A BENCH TRIAL.

XIV. Surveying Regulations. Land Surveying in the State of Texas is regulated by the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, telephone number (512) 440-7723. Dunaway Associates, LLC Survey Firm Registration #10098100

XV. Reimbursable Expenses. Other charges which may apply to the Client's project include:

- A. Expenses included in 2% Project Administration and Expenses Fee: local mileage, parking, tolls, internal printing, aerals, postage, FedEx/Courier, courthouse records, tax certificates, on the job meals, invoicing time, field supplies, and other local travel expenses.
- B. All direct non-labor expenses, including fees paid on behalf of Client, bid advertising, airfare, lodging, and rental cars are charged at actual cost.
- C. For services not offered as a part of Dunaway Associates, LLC's normal services, the Client may, at their option, contract directly with the third party for such services or through Dunaway Associates, LLC. If such contracts are made through Dunaway Associates, LLC, a service charge of 10% will be added to the gross amount of such contracts.

Dunaway reserves the right to amend this fee policy at any time.

XVI. Certifications, Guarantees and Warranties. Dunaway Associates, LLC shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Dunaway Associates, LLC cannot ascertain.

XVII. 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 Dunaway Associates, LLC as a generally accepted business practice, shall not be considered an assignment for the purposes of this Agreement.

XVIII. Lenders' Requirements. Dunaway Associates LLC shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of Dunaway Associates LLC, increase Dunaway Associates, LLC contractual or legal obligations or risks, create a fiduciary obligation or an uninsurable risk, or adversely affect the availability or cost of its professional or general liability insurance or otherwise materially change the terms of this Agreement. Dunaway Associates LLC does recognize that Lender Requirements are often a normal course of business for the Owner and Dunaway Associates LLC, will work diligently with the Owner and Lender to reach mutually acceptable language. The Owner is cautioned that the appropriate time to reach mutually acceptable language should be anticipated, and any Lender Requirements should be presented in advance to Dunaway Associates LLC, to resolve prior to deadlines related to this matter.

XIX. Betterment. If, due to Dunaway Associates LLC's negligence, a required item or component of the Project is omitted from Dunaway Associates LLC's construction documents, Dunaway Associates LLC shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will Dunaway Associates LLC be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

XX. Miscellaneous.

A. Intellectual Property.

- a. "Background IP" means the property and the legal right therein of either of both Parties developed before or independent of this Agreement including inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets, proprietary information, confidential information, data, technical data, software, specifications, plans, drawings, designs, models, prints, art, ideas, concepts, methods, methodology, and other materials, work and any information embodying proprietary data such as technical data and computer software. Both Parties agree to provide the Background IP necessary to complete the objectives of the Project. Both Parties shall retain all rights to their respective Background IP provided for this purpose. Neither party shall assume any rights in the other's party's Background IP provided for this project other than

the right to use said Background IP to achieve the objectives of this Project.

- b. The drawings, specifications and any other work products (including but not limited to software programs and electronic media of any description) ("Work Product") prepared by Dunaway Associates, LLC for this project shall remain the property of Dunaway Associates, LLC and Dunaway Associates, LLC shall retain all common law, statutory and other reserved rights, including the copyright, where applicable. Dunaway Associates, LLC's Work Product is (i) not intended or represented to be suitable for use on the Project unless completed and signed by Dunaway Associates, LLC, (ii) not intended for use or reuse by Client or others for additions or alterations to the Project or any other project without prior written authorization (including completion, verification and adaptation) by Dunaway Associates, LLC, (iii) not intended for any such use, reuse or modification without Dunaway Associates, LLC's involvement and will be at Client's and others sole risk and without liability or legal exposure to Dunaway Associates, LLC. In addition to the foregoing, Client shall indemnify, defend, and hold harmless Dunaway Associates, LLC from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from any such use, reuse or modification of Dunaway Associates, LLC's Work Product.

B. Taxes.

- a. The fee for the applicable services provided under this Agreement are exclusive of any applicable taxes. The Client agrees to pay, in addition to the amounts specified for services in this Agreement, all applicable taxes, that may be imposed by any governmental authority on the services provided. Please see below for a list of the taxable services. Such taxes will be added to the invoices and paid by the Client unless the Client provides Dunaway Associates, LLC with a valid exemption certificate or other documentation acceptable to the relevant taxing authorities.
- b. Taxable Services:
 - i. ALTA/NSPS Land Survey Title
 - ii. As-built Survey
 - iii. Boundary Survey
 - iv. Conveyance Plat
 - v. Easement Exhibits/ Metes & Bounds Description
 - vi. Easement Vacation
 - vii. FEMA Elevation Certificate
 - viii. Final Plat
 - ix. Form Board Survey
 - x. Foundation Survey
 - xi. Land Title Survey
 - xii. Re-Plat
 - xiii. Right-of-Way Staking
 - xiv. Right-of-Way Vacation
 - xv. Surveyed Site Plan
 - xvi. Utility Easement
 - xvii. Any boundary related service typically needed if property is being divided, sold, improved, or for new construction in which the document will be signed and stamped by an RPLS

- c. Non-Taxable Services:
 - i. Construction Staking/Re-staking
 - ii. Easement Research
 - iii. Operations Site Plans
 - iv. Preliminary Plats
 - v. Subsurface Utility Engineering
 - vi. Topographic Survey
 - vii. Tree Survey

- C. Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.
- D. Counterparts. This Agreement shall be executed with one or more separate counterparts, each of which, when so executed, shall, together, constitute and be one in the same instrument.
- E. Governing Law. This Agreement shall be governed by, and construed in accordance with the substantive laws of the State of Texas.
- F. Proposal Expiration. The terms stated in the proposal are valid only if executed by both parties within 90 days of the date of the proposal.
- G. Free Publicity. Dunaway Associates, LLC has the right to photograph the above named project and to use the photos in the promotion of the professional practice of Dunaway Associates, LLC through advertising, public relations, brochures, or other marketing materials. Should additional photos be needed in the future, the Client agrees to provide reasonable access to the project.
- H. Force Majeure. Dunaway Associates, LLC shall have no liability for any failure or delay in the Services or any part thereof resulting from force majeure, which shall mean all conditions beyond the reasonable control of Dunaway Associates, LLC which prevent or hinder the carrying out of its obligations hereunder, including but not limited to acts of God or the public enemy, acts of the government of the United States or the individual states, actions or inactions of review authorities, acts of any foreign country, strikes, work stoppages, cyber-attacks, stop work orders issued by governmental authorities, change in law or mandates, lock-outs, disturbances, disorders, riots, civil commotion, malicious damage, war conditions, hostilities, terrorism, blockades, embargoes, boycotts, sabotage, plagues, epidemics, pandemics, public health crisis, earthquakes, landslides, floods, fires, storms, tempests, torrents, named weather event, named storm, and/or conditions caused by the Client or Client's representatives, including suspension in whole or in part of any Project, failure of the Client to provide necessary information in a timely manner or acts of other consultants or contractors of Client. If any of the Services or work are affected by an event resulting from force majeure, Dunaway Associates, LLC shall be entitled to an equitable adjustment in time, cost, and fee to complete the Services or work.