



planning  
landscape architecture  
multimedia

hbi@hallbargainer.com  
phn. 512.238.8912  
fax. 512.238.8913

102 e. main, suite 200  
round rock, texas. 78664

WWW.HALLBARGAINER.COM

January 26, 2005

**Mr. Frank Salvato, City Manager**  
**City of Taylor, Texas**  
400 Porter Street  
Taylor, Texas 76574  
512-352-3675

**Re: Proposal for Professional Park Planning Services  
Miscellaneous Park and Trail Projects, Taylor, Texas**

Dear Mr. Salvato:

Thank you for inviting us to submit a proposal for professional services to assist you with the projects referenced above. This proposal is based upon our conversation with you on December 7<sup>th</sup>, 2004.

This Agreement is by and between City of Taylor, Texas, as referenced above (hereinafter referred to as the Client) and Hall/Bargainer, Inc., planners and landscape architects, 102 E. Main, Suite 200, Round Rock, Texas 78664 (hereinafter referred to as the Consultant).

The Consultant shall provide the following services on the project referenced above, the extent of which may be generally described as East Williamson County Park, Robinson Park, Murphy Park, and trail design along the Bull Branch creek with the goal of connecting all aforementioned parks, all located within Taylor, Texas (herein after referred to as the Projects).

## **I. Scope of Work**

The purpose of the services proposed herein is to provide professional park planning services necessary to develop a master plan for each of the above referenced projects. We endeavor to identify and structure the critical program elements and identify potential costs of development during this period, so to build an overall development concept for these projects and assist in identifying future development opportunities.

## **II. Basic Services**

Given the above-stated scope of work, we will provide the following basic services:

A. Individual Master Plans for each of the following four (4) planning areas: Murphy Park, East Williamson County Park, Robinson Park, and the Bull Branch Hike and Bike Trail

1. Data Collection: Consultant will compile from existing information the current map and graphics of baseline data for planning purposes to include site visits and site photographs of all parks.

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2. Needs Assessment & Program Development: (2 meeting dates for this phase) Consultant will conduct an initial needs assessment for each individual planning area based on joint meetings with stakeholder groups and parks advisory committee. We will organize and participate in two (2) public meetings dates to inform and address stakeholders and receive input. Consultant will subsequently prepare analysis of stakeholder and parks committees input and prioritize needs followed by a proposed program for each planning area.
3. Site Analysis: Consultant will visit and photograph all planning areas to verify all existing conditions to identify and analyze each sites opportunities and constraints.
4. Preliminary Master Plan: ( 2 meeting dates for this phase) Consultant will develop two (2) preliminary master plan concepts for each planning area and have internal team review and revision. Consultant shall prepare preliminary opinion of probable construction costs for each concept and begin identifying possible phases of development for each planning area. In this phase, the consultant shall meet with Langford & associates to determine possible funding strategies. Consultant will present preliminary master plan to Client for review and comments. Consultant will present findings in a joint meeting with stakeholder groups and parks advisory committee to evaluate and receive feedback. We will organize and participate in two (2) public meetings dates to present initial findings to stakeholders and receive feedback.
5. Final Master Plan and Report: ( 3 meeting dates for this phase) Consultant shall make revisions to the preliminary master plans and complete the final report, to indicate plan concepts, phases, opinions of probable construction costs, and funding/implementation strategies. We will organize and participate in two (2) public meetings dates to present final determinations to stakeholders and receive feedback.

Final deliverables will consist of oversized presentation boards, bound master plan report and documents. Client will receive all deliverables in digital format, as well. A final presentation, of the entire master plan report will be held for the City Council for the purpose of feedback and adoption. Deliverable products for this phase are four (4) individual boards for the four planning areas and a digital presentation listed below.

6. Master Plan Presentation: Consultant shall, during the planning process, prepare in digital format for presentation purposes, options and findings so to present a final master plan report and the planning process to the City of Taylor. This presentation will also be given to the Client, for their use.

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### III. Additional Services

Services requested by the Client that are not included in Basic Services are considered Additional Services and shall be paid for by the Client. Additional Services shall only be provided if authorized by the Client.

### IV. Information Required From Client

The Client shall provide full information regarding requirements for the project including:

- A. Any pertinent base data, in digital format, available from the Client and relative to the needs of this project.
- B. Any other pertinent information as required during the process.

### V. Schedule

We are prepared to commence work immediately upon receipt of a signed contract. We will coordinate our work schedule with that of the Client to assure our timely consultation and effective cooperation.

### VI. Remuneration

The Client shall pay the Consultant as follows

#### A. Basic Services

The Client agrees to pay the Consultant fees listed below for Basic Services. Fees for Basic Services will be charged on a lump sum basis, monthly for percentage of project completion plus reimbursable expenses. The lump sum fee for basic services will not be exceeded without authorization from the Client. The fee assumes no substantial change in scope of the Project or services.

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<b>Total for Basic Service</b>	<b>\$38,500.00</b>
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## B. Hourly Rates

The following hourly rates shall apply to any additional services requested of the Consultant.

Principal	\$145.00
Project Manager	\$125.00
Staff Designer	\$100.00

## C. Additional Services

The Client shall pay the Consultant for Additional Services performed including fees and reimbursable expenses. Fees for Additional Services will be included as a separate item on the monthly billing statement. Any additional service must be approved by the Client in written form prior to execution of such services.

## D. Reimbursable Expenses

Reimbursable expenses are included in Basic Services for deliverables listed previously and in-house printing. Additional Services will list additional expenses that may be incurred by the Consultant in the interest of the Project and reimbursed in addition to the additional services. No reimbursable expenses will be billed to the client without prior approval of the client. Reimbursable expenses include such items as:

1. Reproductions
2. Postage
3. Transportation (@ \$.45/mile)
4. Living expense in connection with out of town travel,
5. Long distance telecommunications
6. Special Consultants
7. Cost of maps, surveys, drawings and reports necessary to conduct work
8. Cost of Obtaining Permits

*Reimbursable expenses will be billed at direct cost.*

## E. Payment

The Client agrees to pay the Consultant monthly for percent of project completion for services rendered. Invoices for services provided will be emailed, mailed, delivered, or faxed once a month or at project milestones for percent of work completed, as defined in the scope of services.

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***Payment is due within 15 days of receipt of invoice. Payments are to be made to:***

***Hall/Bargainer  
102 E. Main, Suite 200  
Round Rock, Texas 78664  
512.238.8912***

## **VII. Conditions of Agreement**

- A. The proposal shall remain in effect for a period of (30) thirty days
- B. This Agreement may be terminated by the Client upon at least (7) seven days written notice to Hall/Bargainer in the event the project is permanently abandoned.
- C. This Agreement may be terminated by either party upon (10) ten days written notice.
- D. In the event of termination or suspension, Hall/Bargainer shall be paid its compensation up to and including the date of abandonment, suspension or termination for all work completed, plus other fees as may have been authorized by the Client for Additional Services, reimbursements and payments provided herein.
- E. Client acknowledges the consultant's documents as instruments of professional service. Nevertheless, the documents prepared under this agreement shall become the property of the Client upon completion of the work and payment in full of all monies due the Consultant. Should the Client modify the documents in any manner from it's original state, as delivered by the Consultant, the Client shall indemnify and hold the Consultant harmless from any claim, or liability. Consultant retains the right to utilize all instruments of services under this agreement for marketing purposes.
- F. This Agreement shall be governed by the law of the principal place of business of the Consultant.

## **VIII. Arbitration**

Any controversy or claim arising out of or relating to the formation, interpretation, application, enforceability, or breach of this Agreement, including disputes as to which persons or entities may be liable hereunder, shall be settled by arbitration at the City of Taylor in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in any such arbitration shall be entitled to recover arbitration costs and reasonable

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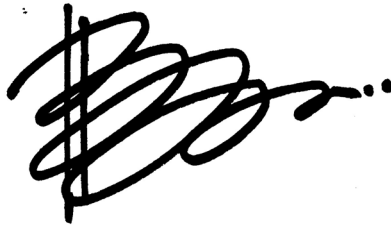
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attorney's fees, as determined by the arbitrator(s), in addition to any other relief available.

**IX. Approval and Acceptance**

This agreement is approved and accepted by the Client and Consultant upon both parties's signing and dating the Agreement, and returning a sign signed copy to the Consultant. The effective date of the Agreement shall be the last date entered below.

We look forward to working with you.  
Respectfully submitted,



**Tim Bargainer, ASLA, CLARB**  
Principal

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_  
*Authorized Representative (Client)*