



planning
landscape architecture
multimedia

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August 31, 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
Phase 1 Parks Funding Analysis, 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 August 19, 2005.

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, 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 evaluate and develop funding priorities for first phase of Taylor's park improvements and development of illustrative phase 1 park plan(s) that represent the first phase priorities.

The Consultant shall undertake a funding analysis of the phase 1 park improvements and through public input determine and recommend the priority program elements and present final recommendations in a report format followed by a presentation of findings to City Council for acceptance and direction to proceed. The limits of this study will consist of only East Williamson County property, Murphy Park, Robinson Park, and a portion of the Bull Branch hike and bike trail, all within the corporate limits of the City of Taylor, Texas.

II. Basic Services

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

1. Staff meeting: One staff meeting with city staff to discuss funding priorities and determine viable priority options for funding of phase 1 park improvements.

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2. Priority summary: establishment of priority funding elements and preparation for public meetings, including highlighting those phase 1 elements on the illustrative master plan(s) for presentation purposes.
3. Presentation to public participants and Parks Advisory Board for approval.
4. Presentation to City Council for final council comment and approval.

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

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without authorization from the Client. The fee assumes no substantial change in scope of the Project or services.

Total for Basic Service **\$3,650.00**

B. Hourly Rates

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

Principal	\$150.00
Project Manager	\$135.00
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 (@ \$.405/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

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milestones for percent of work completed, as defined in the scope of services.

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. Mediation

Prior to arbitration or litigation, the parties shall endeavor to settle disputes by mediation unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this

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Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

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

X. 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: _____
Frank Salvato, City Manager (Client)