



February 9, 2021

Makenzi Scales, District Manager  
Williamson-Travis Counties Municipal Utility District 1

**Reference: Proposal/Contract Letter – 5-Year Park Master Plan for Williamson-Travis Counties Municipal Utility District #1**

Ms. Scales,

Per your request, I am pleased to submit this proposal/contract for the above referenced project. Details for the proposed scope, schedule, and fee are provided below.

### PROJECT OVERVIEW

Williamson-Travis Counties Municipal Utility District 1 (CLIENT/District) is looking to produce an updated parks master plan for the district. The District is mostly residential, except for a handful of institutional and commercial properties. Facilities within the district consist of six parks along with eight ponds that serve as detention facilities but also have park facilities in them. The updated parks plan will provide new ways for the community to use and enhance their parks. Updates to the 'flagship' park for the district, Anderson Mill West, will also be a major part of the plan. The goal of the plan is to produce a series of concrete action items that can be taken by the District and community members. The District has selected VERDUNITY to provide community engagement and planning services to prepare the plan.

*Note: In-person engagement efforts have been scoped to account for COVID-19 and to keep costs within the available budget.*

### SCOPE OF SERVICES

The following tasks will be completed as part of this project:

#### TASK 1 – DISCOVERY

This phase will be used to review the existing master plan and recent projects, evaluate which amenities in the current parks receive the most use, and gather input on what's missing or needs improvement. Input will be collected via a combination of online surveys, video calls with the steering committee, and an in-person site visit. Specific tasks include:

- Provide data request to Park Plan Advisory Committee (PPAC), to include:
  - Copies of previous plans
  - Summary of existing parks and amenities (provided by CLIENT, to be verified by VU during site visit)
  - Capital project plan and budget
  - Summary of past community input (key issues, preferences, etc)
  - Any additional information CLIENT feels can help the team to understand the community context
- Project kick-off video call with PPAC to review the project scope, timeline, roles/responsibilities, data request, and initial steps
- Collect, organize, and review information provided by CLIENT
- TRIP 1 - Site visit: Two Verdunity team members will spend a day in the community visiting existing parks and meeting with PPAC and residents (as available) to document existing conditions

- Set up and complete survey #1 for community input. VU will create an online version in SurveyMonkey and aggregate the results. CLIENT will be responsible for distributing the link via its website, social media channels, and print materials. The goal of survey #1 is:
  - Usage information: what assets do people use in parks? What do they not use? What would they use if they were there already?
  - Character information: what sets each park apart? What is its distinguishing feature? How can we emphasize or build upon those features?
- Collect and organize data from Survey #1
- Prepare Existing Conditions Summary
- Ongoing coordination with Park Plan Advisory Committee;

**Meetings:**

- PPAC Mtg 1 (Kickoff Meeting) - virtual via Zoom
- TRIP 1 (Site Visit) – in person

**Deliverables:**

- Survey 1 questions (Google Doc or MS Word) – initial draft and final version for publishing
- Survey 1 (online link via SurveyMonkey)
- Existing Conditions Summary

**TASK 2 – IDEA EXPLORATION**

Review the input captured from the Discovery phase and explore options for what could be implemented in the MUD's current parks. Implementation ideas will be filtered through looking at the "time, talent, and treasure" the community has and can contribute to the future parks. Specific tasks will include:

- Virtual meeting with PPAC to present and discuss Existing Conditions Summary, including Survey 1 results
- Develop a list of potential improvements, including water amenity
- Set up Survey #2 for community to provide input on the list and priorities. VU will create an online version in SurveyMonkey and aggregate the results. CLIENT will be responsible for distributing the link via its website, social media channels, and print materials. The goal of Survey #2 is to take the suggested options for park improvements from Survey #1, evaluate them based on the resources needed to implement, and allow the community to prioritize which amenities could be implemented.
- Collect and organize data from Survey #2
- Prepare Idea Exploration Summary
- Ongoing coordination with Park Plan Advisory Committee

**Meetings:**

- PPAC Mtg 2 (Existing Conditions Summary) - virtual via Zoom
- No in-person trips this phase

**Deliverables:**

- Survey 2 questions (Google Doc or MS Word) – initial draft and final version for publishing
- Survey 2 (online link via SurveyMonkey)
- Idea Exploration Summary

---

### **TASK 3 – DEVELOP THE PLAN**

Input from the previous phases will be organized into a simple, graphics-based plan and implementation document. Implementation recommendations will be broken into small, affordable steps with clear guidelines for who's responsible, funding options, and an anticipated target completion timeframe. Specific tasks will include:

- Virtual meeting with PPAC to present and discuss Idea Exploration Summary, including Survey 2 results
- Create draft concept plan graphic for Anderson Mill West Park – VU will provide graphic and summary text to CLIENT for sharing on the District's website. Comments will be captured via the website (comment form) and forwarded to the Planning Team.
- Develop draft plan and implementation program, including an updated concept for Anderson Mill West Park
- Virtual meeting with PPAC to present draft plan and gather comments. PPAC will be responsible for sharing the draft with the Board, getting feedback, and sharing this with the Planning Team.
- Incorporate comments and prepare updated draft (V2) of the plan (to include final graphic for Anderson Mill West Park).
- Coordinate with CLIENT to post the Draft Plan on Board's website for public comment. Comments will be captured via the website (comment form) and forwarded to the Planning Team. PPAC will be responsible for sharing the updated draft with the Board, getting feedback, and sharing this with the Planning Team.
- Incorporate comments and prepare final draft (V3) of the plan
- Ongoing coordination with Park Plan Advisory Committee

#### **Meetings:**

- PPAC Mtg 3 (Idea Exploration summary) - virtual via Zoom
- PPAC Mtg 4 (Draft Plan) - virtual via Zoom
- No in-person trips this phase

#### **Deliverables:**

- Draft concept plan for Anderson Mill West Park
- Draft plan document V1 - including updated Anderson Mill West Park concept and implementation program
- Draft plan document V2 (incorporates PPAC comments)
- Final plan document V3 (incorporates Board and Community comments)

### **TASK 4 – ADOPT AND IMPLEMENT**

The final plan will be presented to the Board for adoption. Information will be provided to help CLIENT promote the plan and implementation kickoff event. Specific tasks will include:

- Virtual meeting with PPAC to present final plan and discuss adoption and implementation kickoff process.
- TRIP 2 – Present plan to District Board for adoption (in person pending COVID, virtual via Zoom as backup)
- Provide information for publishing on website, social media, and other community publications

#### **Meetings:**

- PPAC Mtg 5 (Final Plan) - virtual via Zoom
- TRIP 2 (District Board Meeting for Adoption) – in person, pending COVID

**Deliverables:**

- Presentation for Board meeting
- Promotion materials for CLIENT to use in promoting the Plan and implementation kickoff activities

**PROPOSED TIMELINE**

The scope of work outlined above will be completed within 6 months of Notice to Proceed. The timeline for each phase will generally be as follows:

Phase 1 – Discovery:	1-2 months
Phase 2 – Idea Exploration:	1-2 months
Phase 3 – Develop the Plan:	2 months (includes public comment period)
Phase 4 – Adoption:	1 month
<b>Total:</b>	<b>5-7 months</b>

**PROPOSED BUDGET**

We are proposing to complete the work outlined above for a lump sum fee of \$20,000. Work will be invoiced monthly on a percent complete basis.

**TERMS OF ENGAGEMENT**

This proposal is valid for a period of 30 days from the date of this proposal. This information was prepared specifically for the CLIENT and its designated representatives and may not be provided to others without VERDUNITY’s written permission. We have attached a copy of VERDUNITY’s standard contract terms and conditions to this proposal. Acceptance of this proposal indicates the CLIENT’s review and understanding of the scope of services, fee and terms.

If this proposal is acceptable, please sign at the end of this document and return a fully executed copy to us for our files. We can begin work as soon as we receive an executed contract and written authorization to proceed (pdf and email is acceptable). If you have any questions, please do not hesitate to contact me at 214-425-6720 or by email at [kevin@verdunity.com](mailto:kevin@verdunity.com).

Respectfully Submitted,

**VERDUNITY, Inc.**  
Texas Registered Engineering Firm F-13496

*Kevin Shepherd*

Kevin Shepherd, P.E  
Founder/CEO

Accepted By:

**Williamson-Travis Counties Municipal  
Utility District #1 (CLIENT)**

*Arthur Medrano*  
By \_\_\_\_\_

Arthur Medrano V.P.  
Name & Title

3/4/21  
Date

Encl: VERDUNITY Terms and Conditions

**VERDUNITY, Inc.**  
**Terms and Conditions for Professional Consulting Services**

**1. STANDARD OF PERFORMANCE**

The standard of care for all professional planning, engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT'S profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT'S services.

**2. INSURANCE/INDEMNITY**

CONSULTANT agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. CONSULTANT agrees to indemnify OWNER for claims to the extent caused by CONSULTANT negligent acts, errors or omissions. This indemnity is subject to and limited by the provisions agreed upon by the OWNER and CONSULTANT in the limitation of liability section of this agreement.

**3. OPINIONS OF PROBABLE COST (COST ESTIMATES)**

Any opinions of probable project cost or probable construction cost provided by CONSULTANT are made on the basis of information available to CONSULTANT and on the basis of CONSULTANT'S experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, CONSULTANT does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost CONSULTANT prepares.

**4. CONTROLLING LAW**

This Agreement is to be governed by the law of the state of Texas.

**5. SERVICES AND INFORMATION**

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including project objectives, constraints, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Plans, Maps or other data which are to be incorporated into the project. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional planning, engineering and related services hereunder, it is understood by OWNER that CONSULTANT is

not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER'S sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER'S legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER'S representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by CONSULTANT, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER'S interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by CONSULTANT.

**6. SUCCESSORS AND ASSIGNS**

OWNER and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor CONSULTANT will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

**7. TERMINATION OF AGREEMENT**

Either part (OWNER or CONSULTANT) may terminate the Agreement, and for any reason (with or without cause), by giving thirty (30) days written notice. An equitable pro rata fee will be negotiated to cover work or partial work (services and expenses associated with the project) done up to the effective date of the termination.

**8. SEVERABILITY**

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

**9. INVOICES**

CONSULTANT will submit monthly invoices for services rendered no later than the last Friday of each month, or as required by the OWNER'S bookkeeper or other designee. All timely invoices, will, unless in dispute, be paid within 15 days of each of OWNER'S regular board meetings; however, if there is a bona-fide dispute over an invoice, OWNER may withhold payment of the disputed portion of the invoice subject to the provisions of Chapter 2251, Texas Government Code. Where applicable, CONSULTANT will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Copies of receipts will be provided to OWNER upon request. The originals of receipts will be made available for inspection by OWNER'S auditors upon request.

If OWNER disputes any items in CONSULTANT 's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will notify CONSULTANT of the dispute in accordance with the provisions of Chapter 2251, Texas Government Code and request clarification and/or correction. After any dispute has been settled, CONSULTANT will include the

disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

Interest on any late payments shall be paid in accordance with the provisions of Chapter 2251, Texas Government Code. Subject to compliance with the provisions of Chapter 2251, Texas Government Code, CONSULTANT may suspend the performance of its services for non-payment of undisputed portions of CONSULTANT's invoices.

#### **10. CHANGES**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by CONSULTANT are estimates to perform the services required to complete the project as CONSULTANT understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. CONSULTANT will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### **11. CONTROLLING AGREEMENT**

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### **12. EQUAL EMPLOYMENT AND NONDISCRIMINATION**

In connection with the services under this Agreement, CONSULTANT agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

#### **13. EXECUTION**

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between CONSULTANT and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

#### **14. LIMITATION OF LIABILITY**

CONSULTANT and its employees' total liability to OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including CONSULTANT's and its employees' professional negligent acts, errors, or omissions, shall not exceed the greater of \$1,000,000 or the total compensation received by CONSULTANT hereunder.

#### **15. LITIGATION SUPPORT**

In the event CONSULTANT is required to respond to a subpoena, government inquiry or other legal process related directly to the services provided to OWNER pursuant to this Agreement, and in connection with a legal or dispute resolution proceeding to which CONSULTANT is not a party, OWNER shall reimburse CONSULTANT for reasonable costs in responding and compensate CONSULTANT at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial. Notwithstanding the foregoing, OWNER shall not be obligated to reimburse CONSULTANT for attorney's fees.