# Waller Creek District Palm Park Concept Design Phase Plan

Proposing Party: Waller Creek Conservancy



July 6, 2015 (June 25, 2015)

#### Waller Creek Phase Plan Proposal Checklist

V	#	Section	Topic	Description	Notes
		3.02.B	Responding Party Review	Complete before submission to LGC	
		3.02.B.(i)	Cover Letter	·	
		3.02.B.(ii)		Date of submission	6/25/15
				Identify the provision in the JDA calling for the	
		3 02 B (iv)		submission	Eyb H. Dago 13
	<u>1</u>	3.02.B.(iv) 3.04.A.1	General	Exec Summary with narrative	Exh H, Page 13 Pg 1
-	1 1a	3.04.A.1	General	Schedule with milestones	Exhibit B, Pg 7
	1b	-		Implementation Plan	Exhibit D, Pg 9
	2	3.04.A.2 (i)	Identify Team	List all professionals and their discipline	Pg 3
-	<u>2</u> 2a	3.04.A.2 (ii)	Contracting Method	Proposed Construction Delivery Method	Pg 3
-		3.04.71.2 (11)	Designate the Reviewer of	1 Toposed Construction Delivery Method	N/A - no construction is included in
	2b	3.04.A.2.(iii)	Construction Schedule	Project Director or Managing Party	this scope of work
		3.04.71.2.(III)	Construction Schedule	Prelim site plans, architectural plans, elevations,	Graphic materials will be generated as
	2c	3.04.A.2 (iv)	Graphical Material	other design materials	a part of this scope of work
		3.04.71.2 (IV)	Grapinear iviateriai	Map of District showing Limits of Phase Plan	a part of this scope of work
	3	3.04.A.3	District Map	Area	Exhibit A, Pg 6
$\vdash$		3.04.71.3	District Map	All Phase Plan costs including allowances and	
	4	3.04.A.4	Project Budget	contingencies	Exhibit F, Page 12
	<del></del>	3.04.71.4	Funding Sources	list source	
-	<del></del> 4b		Funding Sources	list where funds are to be held	
	4c		Funding Sources	list constraints on use of funds	
-		-	1 thicking Sources	capital repair, operating and maintenance	N/A - no construction is included in
	4d		Post Construction Budget	budgets	this scope of work
	5	3.04.A.5	Cost Overrun Plan	identify how any cost overruns will be funded	Pg 4
	<u>J</u>	J.04.A.J	Cost Overruii Fian	If the proposed project does not comply with	rg +
			Compliance with Foundational		D- 2
		20116		the terms of the JDA, the proposed	Pg 3
	6	3.04.A.6	Articles	modification to the JDA is provided here.	NT/A 1 1 1 1 1
	7	204 4 7	771 1 D	Outline any third-party agreements that will	N/A - none contemplated in this
	7	3.04.A.7	Third Party Agreements	need to be obtained	scope of work
	0	20110	Property Procurement Process		Pg 1
	8	3.04.A.8	Requirements	Local Government Code Sections 252 and 271	
-	9	3.04.A.9	MWBE Participation	Outline plan	Exhibit H, Pg 13
				Identify responsibilities for obtaining approvals	N/A - none contemplated in this
	4.0	201110	B 11: 1	from Government Authorities for design and	scope of work
-	10	3.04.A.10	Public Improvement Projects	construction	*
				Plan for obtaining approvals and permits for	N/A - none contemplated in this
	11	3.04.A.11	Operations Permits	operations	scope of work
					this work will be done within the scope
				Identify and map all easements and other real	of multiple phase plans as required
	12	3.04.A.12	ID and Mapping Easements	property interests.	
					N/A - none contemplated in this
				Identify any requirements that apply to the use	scope of work
	13	3.04.A.13	Requirements on Use of Funds	of tax-exempt obligations, grants or other funds	· •
					N/A - none contemplated in this
	13a			Texas Transportation Code Chapter 431	scope of work
					N/A - none contemplated in this
	13b			City Code and Other Applicable Law	scope of work
					Included in the Supplemental
					Documents: bonding is not required
	14	3.04.A.14	Insurance and Bonding	Provision of insurance and bonding in Article 9	for professional services
					N/A - none contemplated in this
	15	3.04.A.15	Use by City	Identify terms for use by the City	scope of work
					N/A - none contemplated in this
	16	3.04.A.16	Activities and Rates	Identify activities by groups	scope of work
					N/A - none contemplated in this
	17	3.04.A.17	Maintenance in ROW's	Identify of maintenance of District ROW's	scope of work
				Identify how utilities will be provided, cost of	N/A - none contemplated in this
	18	3.04.A.18	Utilities	services, metering etc	scope of work
		<u> </u>		· · · · · · · · · · · · · · · · · · ·	

Benz Resource Group V3 June 8, 2015

#### Waller Creek Phase Plan Proposal Checklist

~	#	Section	Topic	Description	Notes
					N/A - none contemplated in this
	19	3.04.A.19	Operations and Maintenance	Identify operations and maintenance standards	scope of work
				create a pro forma re fees, licensing to cover Op	N/A - none contemplated in this
	20	3.04.A.20	Revenue Source and Fees	Expenses	scope of work
					N/A - none contemplated in this
	21	3.04.A.21	Commercial Design Standards	Identify if Comm Design Stds apply	scope of work
					N/A - none contemplated in this
	22	3.04.A.22	License Agreements	Identify if License Agreements apply	scope of work
				Identify any license agreements necessary for	N/A - none contemplated in this
	23	3.04.A.23	Naming Rights	naming rights	scope of work
				Identify if there is a proposed change in	N/A - none contemplated in this
	24	3.04.A.24	Change in Ownership	ownership of a Public District Site	scope of work
				Identify the capital needs timing for City	E 1717 E D. 40
	25	3.04.A.25	Capital Needs Timing	Planning purposes	Exhibit F, Pg 10
			Payment to PARD or other	Identify how payments will be made to PARD	N/A - none contemplated in this
	26	3.04.A.26	City Departments	or other City Depts for their operations	scope of work
				Identify public accessibility and provisions	N/A - none contemplated in this
	27	3.04.A.27	Public Accessibility	thereof	scope of work
				Identify timing of transfers of improvements	N/A - none contemplated in this
	28	3.04.A.28	Timing of transfers	and land	scope of work
					A core element of the approved
					Design Plan calls for maintaining
				Identify the ways projects will be designed to	natural space and will be a guiding
	29	3.04.A.29	Maintain natural space	maintain natural space	principal in the work herein
			Maintain flexibility of City	Identify how the flexibility of City Owned	The design team will include
	30	3.04.A.30	owned properties	properties will be maintained	maintaining flexibilty as a design goal
				Identify any desired exemptions of City Code or	
	31	3.04.A.31	Issues related to alcohol use	park rules	scope of work
	32	3.04.A.32	Other Relevant Info		1

Benz Resource Group V3 June 8, 2015

# Waller Creek District: Palm Park Concept Design Phase Plan

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Exhibit H - JDA Procurement Requirements	Pg 11



July 6, 2015

Sincerely,

Peter Mullan

Chief Executive Officer

Waller Creek Local Government Corporation Austin, TX

RE: Waller Creek District: Palm Park Concept Design Phase Plan

Enclosed herewith you will find the Palm Park Concept Design Phase Plan. This Phase Plan for the Waller Creek District provides for the design, documentation, and professional services during the Concept Design phase of Palm Park. We are requesting authorization to proceed with Concept Design only; additional design phases will come forward in future Phase Plans. Please note that design work specifically related to creek restoration is covered in a different phase plan.

Waller Creek Conservancy

PO Box 12363 Austin, Texas 78711 512-541-3520

www.wallercreek.org

This Phase Plan will include a high level of engagement with stakeholders to help guide and provide feedback on the design process. The WCC, working closely with PARD, will coordinate public meetings to engage community stakeholders in the concept design process. Concept Design will also include a cost estimation exercise during the final two weeks of the Phase Plan period. This process will be initiated by Benz Resource Group and performed by Vermuelens. We seek your authorization of this phase plan and will hold any notice to proceed until the appropriate documentation of the funding portion from private sources is completed.

The Joint Development Agreement, Section 3, identifies the documentation required for each proposed phase plan. The attached matrix identifies all of the submission requirements and those applicable to this applicable scope of work and where they can be found in this document.

If you have questions or concerns, please let me know and we will address them quickly.

Waller Creek Conservancy The Phase Plan described in this document has been reviewed and approved specific to the scope described herein. Ms. Sue Edwards Date Assistant City Manager City of Austin Ms. Kristin Pipkin Date Responding Party Watershed Protection Department City of Austin The Waller Creek Local Government Corporation has reviewed and approved this Phase Plan as written and the signature below constitutes a notice to proceed with the scope described herein. Mr. Tom Meredith Date Vice President, LGC Representative Waller Creek Local Government Corporation



June 25, 2015

Waller Creek Local Government Corporation Austin, TX

RE: Waller Creek District: Funding Letter for Palm Park Concept Design Phase Plan

The total cost of the Palm Park Concept Design Phase Plan is \$233,960.00. This number includes all fees, reimbursables, expenses, and allowances for this Phase Plan. The Waller Creek Conservancy will contribute all funding for this Phase Plan. The WCC is funding this Phase Plan through a private contribution and will not give notice to proceed on the Phase Plan until funds are available.

Waller Creek Conservancy

PO Box 12363 Austin, Texas 78711 512-541-3520

www.wallercreek.org

If you have questions, please let me know and we will address them quickly.

Sincerely,

Peter Mullan

Chief Executive Officer Waller Creek Conservancy

#### **EXECUTIVE SUMMARY**

# Palm Park Concept Design July – October 2015

#### **EXECUTIVE SUMMARY and NARRATIVE**

This phase plan is for the concept design of Palm Park and adjacent connections as shown in **Exhibit A: Project Area Diagram**. This phase plan does NOT include authorization to proceed into construction. This authorization will be sought from the LGC in future phase plans. When this authorization is requested, the Proposing Party will include all of the required documentation required under the JDA including sources of construction funding and the operations and management plans that will be the product of this phase plan.

This phase plan encompasses the following, to be led by Michael Van Valkenburgh Associates (MVVA) as the landscape architect:

Preparation for and participation in (7) stakeholder engagement meetings, (2) public outreach meetings, over (3) trips to
Austin, with special consideration given to programming and experiences appropriate for families and children. A total
of (3) distinct presentations will be prepared for this series of meetings.
Written documentation of above meetings
Identification of key connection points to adjacent trails, ROWs, developments
Synthesis of new, publicly-oriented park program with critical existing features and changing urban context
Concept design plan of Palm Park (park circulation, program elements, planting, grading)
Support for preliminary cost estimate of final concept design (estimate to be performed by Vermeulens)

Waller Creek Conservancy will be the key point of contact for Palm Park stakeholders. These stakeholders may include, but are not limited to: Parks and Recreation Department (PARD) Board, Travis County, Waller Creek Conservancy Board, Manchester Group, neighborhood planning teams or associations. The Waller Creek Conservancy will also be the primary organizer of these stakeholder meetings, managing scheduling, agendas, and facilitation and will coordinate with PARD and PARD PIO.

All services performed under this Scope of Work shall be performed in accordance with the Master Services Agreement and applicable codes, and accepted industry standards. Any acquisitions either by fee simple or easement will follow the Office of Real Estate's Standard Operating Procedures for approvals, land plans, land title surveys, Environmental Site Assessment Plans I and II and title policies.

All consultant documents shall be prepared using the English System of Weights and Measurements. It is assumed that hard copy and .PDF drawings are acceptable formats for submissions to WCC. Conversion to other file formats (e.g. MicroStation; AutoCAD, Civil 3D) will be considered an additional service.

A detailed description of scope is shown in **Exhibit C**, **Scope Matrix**. A description of the interaction among consultants and key stakeholders toward the production of deliverables is described in **Exhibit D**, **Implementation Plan**.

#### PERFORMANCE PERIOD

The anticipated performance period is 14 weeks. This encompasses 12 weeks for stakeholder engagement and design, and 2 weeks for costing and review.

#### PROJECT IDENTIFICATION

Project Title: Palm Park Concept Design Phase Plan (or "Project")

Project Location: Austin, Texas (See Exhibit A for Project Area Diagram)

#### POINTS OF CONTACT:

#### Managing Party:

Waller Creek Conservancy

Chief Executive Officer: Peter Mullan <a href="mailto:pmullan@wallercreek.org">pmullan@wallercreek.org</a> (512-541-3520)

Director of Planning & Design: John Rigdon <a href="mailto:prigdon@wallercreek.org">prigdon@wallercreek.org</a> (512-541-3520)

Project Director: Susan Benz, benz@benzresourcegroup.com (512-220-9542)

#### Responding Party:

City of Austin, Watershed Protection Department

Kristin K. Pipkin, kristink.pipkin@austintexas.gov (512-974-3315)

Mike Kelly, Mike.Kelly@austintexas.gov (512-974-6591)

City of Austin, Parks and Recreation Department

Marty Stump, marty.stump@austintexas.gov (512-974-9460)

Terry Jungman, terry.jungman@austintexas.gov (512-974-9479)

#### Other contacts:

City of Austin, Planning & Development Review Department

Tonya Swartzendruber, tonya.swartzendruber@austintexas.gov (512-974-3462)

#### Consulting Team Lead:

MVVA President and CEO: Michael Van Valkenburgh, Michael@mvvainc.com (718-243-2044)

MVVA Point of Contact: Danielle Choi, dchoi@mvvainc.com (718-243-2044)

MVVA Principal: Gullivar Shepard, gshepard@mvvainc.com (718-243-2044)

MVVA Project Manager: Tzufen Liao, tliao@mvvainc.com (718-243-2044)

#### **CONSULTANT TEAM:**

MVVA will be responsible for the creation of the final design deliverables. However, during the course of design work, issues may arise that may require the input of the consultants below:

□ Local Landscape Architect: dwg
 □ Civil Engineer: Big Red Dog Engineering
 □ Public Space Management Consulting: ETM Associates
 □ Lighting Design: Tillett

An allowance has been created to engage these consultants upon approval by WCC.

#### CONTRACTING METHOD

All of the consultants and sub consultants included in this scope of work are under contract directly to the Waller Creek Conservancy, as per the terms of the Master Services Agreement (MSA) signed 5/22/2015.

All of the consultants and sub consultants identified by name in this Project were under agreement prior to the execution of the Joint Development Agreement.

#### COMPLIANCE WITH FOUNDATIONAL ARTICLES OF THE JDA

All work proposed in this Project are in compliance with the Foundational Articles of the JDA.

#### **SCHEDULE**

The Services required by this Phase Plan shall be provided from July 2015 through October 2015. See

#### Exhibit B, Project Schedule.

July/August 2015:WCC Design Meeting and Stakeholder Meetings in Austin (Palm Park Programming)July 22-23, 2015:Stakeholder Outreach #1 in Austin – "A Framework for Revitalizing Palm Park"Sept. 2-3, 2015:Stakeholder Outreach #2 in Austin – "Evolution of Palm Park Concept Design"

October 2015: Cost Estimation (no additional MVVA travel to Austin)

#### GENERAL SCOPE OF SERVICE REQUIREMENTS

A detailed description of scope and deliverables is in Exhibit C, Scope Matrix, and a description of the interaction among consultants and key stakeholders toward the production of deliverables is described in Exhibit D, Implementation Plan.

**PROJECT BUDGET** 

Services will be performed on a "not-to-exceed" fee basis, assuming the schedule is not significantly extended beyond September

2015. The fees are as follows:

MVVA Team - \$183,025

Benz Resource Group - \$11,135

Vermeulens Cost Consultants - \$10,100

Total - \$204,260

In addition, estimated reimbursable expenses are:

MVVA Team: \$19,000

Benz Resource Group: \$700

Vermeulens Cost Consultants: \$0

Total: \$19,700

Cost Overrun Reserve: \$10,000

Grand Total of fees, reimbursable expenses and allowances: \$233,960

The Waller Creek Conservancy will contribute an amount not to exceed of \$233,960 toward the Palm Park Concept Design

Phase Plan. In accordance with Section 10.01 (Project Disbursement Fund Account) of the Joint Development Agreement

between the City of Austin, Waller Creek Local Government Corporation, and Waller Creek Conservancy, upon approval of

regularly submitted invoices by the Conservancy, the Conservancy will disburse payment accordingly to the appropriate

Project Disbursement Fund Account. See Exhibit F - Capital Needs Projection

**COST OVERRUN PLAN** 

In accordance with Section 3.04.A.5 of the JDA, the identification of the source of funds for cost overruns is required. For this

Phase Plan, a cost overrun would be caused by a request in a change of the scope of services outlined. Any request for change

will require an amendment to this Phase Plan, including identification of the source of funding, and will require approval of the

Proposing Party and the Responding Party.

Services will be performed on a "not-to-exceed" fee basis, assuming that the schedule is not significantly extended beyond 30

days. Given the rapidly changing nature of development conditions around the creek, and the nearly inevitable discovery of

unforeseen issues as part of the planning process, the Managing Party reserves the right to re-apportion fees and expenses among

tasks and sub-consultants provided the total not-to-exceed authorized amount (less the Cost Overrun Reserve) is not exceeded.

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#### LIST OF EXHIBITS - Phase Plan

EXHIBIT A Project Area Diagram

EXHIBIT B Project Schedule

EXHIBIT C MVVA Team Scope Matrix

EXHIBIT D Implementation Plan
EXHIBIT E Organization Chart

EXHIBIT F Project Budget / Capital Needs Projection

EXHIBIT J JDA Procurement Requirements

#### SUPPORTING DOCUMENTATION (under separate cover)

EXHIBIT K MVVA Team Fee and Expense Summary

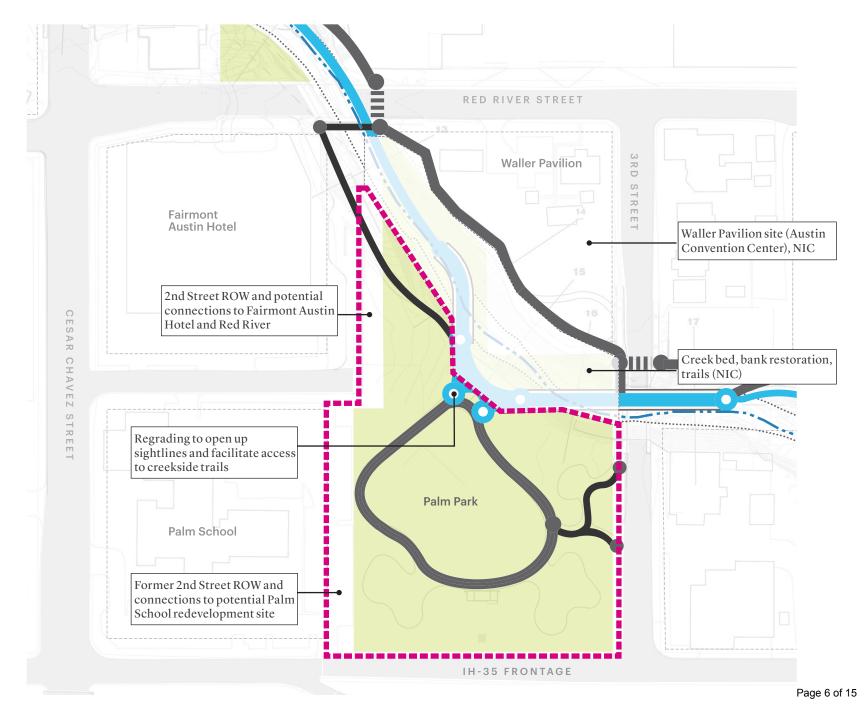
EXHIBIT L MVVA Fees and Expense Summary

EXHIBIT M BRG Scope, Fee and Expense Summary

EXHIBIT N Insurance Certificates

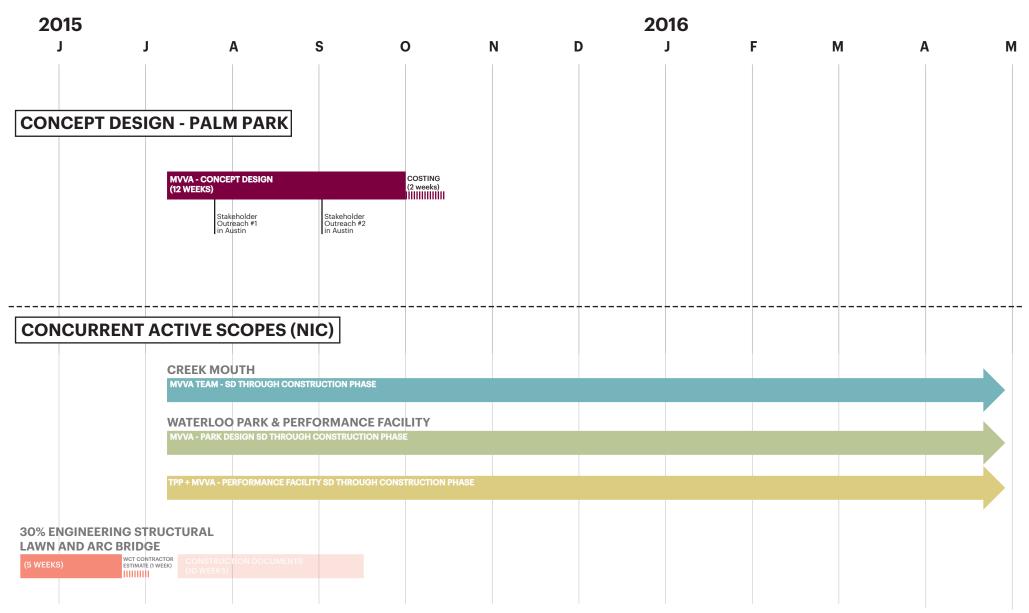
EXHIBIT O Vermeulens Cost Consultants Scope, Fee and Expense Summary

## **EXHIBIT A: PROJECT AREA DIAGRAM**

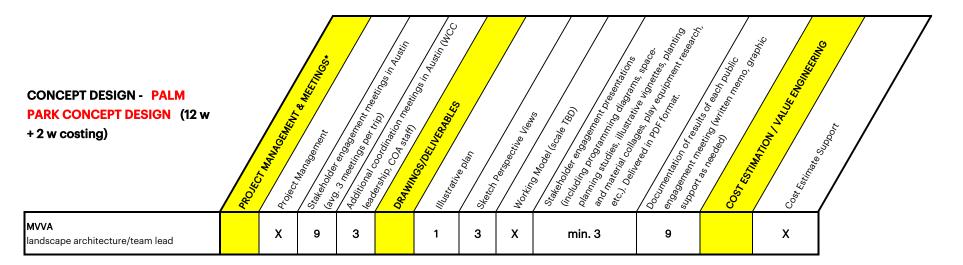


#### **PROJECT SCHEDULE**

PALM PARK CONCEPT DESIGN



6/24/2015



There is an expected need for travel to occur on a separate cycle from regularly scheduled monthly Phase Plan travel. Fees and expenses reflect this assumption. Each trip is assumed to include a 2-night stay in Austin for 2 people.

#### **EXHIBIT D: IMPLEMENTATION PLAN**

#### Palm Park Concept Design

#### July 2015 through October 2015 (14 weeks)

This phase plan encompasses Palm Park and adjacent connections as shown in **Exhibit A: Project Area Diagram**. Note that work specifically related to creek restoration and Waller Pavilion (Austin Convention Center) will be coordinated, but captured under other scopes.

Concept Design for Palm Park will last for a total of 14 weeks, and is to be led by MVVA. During the first 12 weeks, there will be a high level of involvement with park stakeholders (outreach and invitations to be coordinated by WCC). During this period, the MVVA team will travel to Austin on three separate occasions in July, August, and September for stakeholder engagement meetings, as well as more focused meetings. Although participation in these workshops and meetings will vary with scheduling constraints and availability, MVVA proposes the following framework for stakeholder engagement. Stakeholder feedback may affect the final sequence and content of the topics listed below, but there will be a total of (3) general presentation topics:

	July 22	-23: A Framework for Revitalizing Palm Park (Stakeholder Outreach #1)
		Establish critical connection points (creekside trail system, ROWs, adjacent developments)
		Describe urban context (changing downtown constituency, typologies of Austin parks and playgrounds,
		access from trails and ROW improvements)
		Confirm current plans and usage for adjacent development
		Describe existing features and elements in Palm Park and potential for re-use/integration (bathroom
		building, heritage trees, existing pool, etc.)
	Date T	BD: Palm Park Programming
		Present a range of possible program types for Palm Park (e.g. play equipment, splash pads, children's'
		gardens, small-scale sports equipment, etc.)
		Use sketch model and plans (scale TBD) to communicate footprints/volumes of various program types
		Discuss complementary urban park elements and amenities (bathrooms, shade structures/tree shade,
		concessions, seating, picnic areas, parking, etc.)
		Facilitate discussion of WCC, PARD, and other public programming activities in Palm park
	Septem	ber 2-3: Evolution of Palm Park Concept Design (Stakeholder Outreach #2)
		Present synthesis of July and August workshops and stakeholder input into a concept plan (or potentially
		plans) presentation, including rendered plan, perspective sketches, and accompanying graphics
		Before/after perspective sketches
Over th	e course	of these three months, MVVA anticipates being the primary consultant engaging in design work. However

there may be important issues related to utilities, maintenance, local vegetation and regulatory issues, and lighting, that will

inform the completion of Concept Design. To this end, MVVA has included an allowance to engage the appropriate subconsultants if needed, including potential travel to Austin.

#### **Cost Estimation / Value Engineering**

During the final 2 weeks of Concept Design, Benz Resource Group will initiate a cost estimating exercise, to be performed by Vermeulens. The MVVA team will provide supporting information in the form of reference materials, product cut-sheets, and notes on relevant considerations for unit costs, sourcing, and construction considerations. This task includes review of one (1) cost estimate to be provided by the owner. As is consistent with the Master Services Agreement, re-design related to value engineering will occur during subsequent phases of design work.

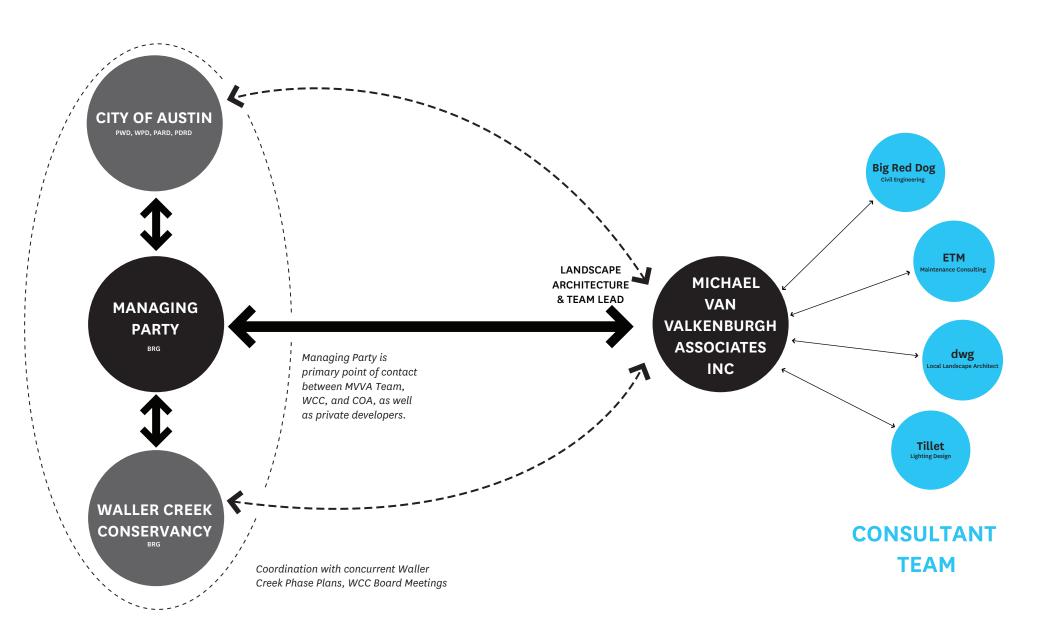
#### **Deliverables:**

(1) Illustrative Concept Plan of Palm Park (park circulation, program elements, planting, grading)
(3) Sketch perspective views
Stakeholder engagement presentations for each design session in Austin (totaling 3 presentations, delivered as .pdf)
Documentation of each stakeholder engagement meeting (written memo, graphic support if needed)
(Exclusions: presentation models, perspective views for large-format printing)

#### **Project Management and Meetings**

MVVA will provide lead project management for the design team. WCC is expected to facilitate communication and coordination with stakeholders and be the primary organizer of outreach meetings. This includes: developing meeting agendas, planning meeting activities, running meetings/coordinating with facilitator, and creating promotional materials. MVVA assumes a total of (3) trips to Austin during the 14 week performance period. During these trips, there is a maximum total number of (9) stakeholder engagement meetings (of which (2) will be Public Meetings); in addition, there will be (3) additional coordination meetings TBD. There is an expected need for travel to occur on a separate cycle from monthly travel scheduled for other concurrent Phase Plans.

# **EXHIBIT E: ORGANIZATION CHART**



# Palm Park Concept Design Phase Plan

Project Team	Fe	es	Ex	penses
MVVA: Concept Design	\$	158,025	\$	16,000
MVVA: sub consultant allowance	\$	25,000	\$	3,000
Benz Resource Group	\$	11,135	\$	700
Vermeulens Cost Consultants	\$	10,100		
Cost Overrun Reserve	\$	10,000		
	\$	214,260	\$	19,700
			\$	233,960
	(t)	21.4.260	ф.	40.700
Capital Needs Projection	\$	214,260	\$	19,700
Month 1- July 2015	\$	61,217	\$	5,000
Month 2 - Aug 2015	\$	58,360	\$	5,000
Month 3 - Sept 2015	\$	58,360	\$	5,000
Month 4 -Oct 2015	\$	36,323	\$	4,700
	\$	214,260	\$	19,700

Benz Resource Group V2 June 23, 2015

#### EXHIBIT "G"

#### M/WBE REQUIREMENTS

(a) The Managing Party shall comply with the applicable standards and principles of the M/WBE Program Ordinance in the design and construction of Projects, provided, however, Contractors and their subcontractors under contracts executed and delivered by the Conservancy as of the date of this Agreement for the scope of work contemplated in the Design Plan approved by City Council shall not be required to comply with this Exhibit G. A change in the scope of work or Contractors or subcontractors, including adding Contractors or subcontractors shall require compliance with this Exhibit G. Prior to any changes or additions the Managing Party shall consult with and provide SMBR information regarding the proposed change in scope or change or deletions of Contractors or subcontractors to determine the necessary steps to achieve compliance with the M/WBE Program.

With respect to any design or construction projects for a Project, the Contractors shall meet the gender and ethnic-specific participation goals or subgoals for each year in which design or construction occurs as determined by the Director of SMBR in accordance with the M/WBE Program Ordinance and rules. Before advertising a bid for any portion of the design or construction work, the Managing Party shall submit to SMBR a copy of a proposed solicitation in order for the City to determine the gender and ethnic-specific participation goals or subgoals for the project. The determination by the Director shall be based on the proposed size, type and scope of work to be undertaken by the Managing Party and described in the bid documents, and the availability of each group of M/WBEs to perform elements of the work. The City may utilize either the cumulative M/WBE goal or the subgoals for each group of minority persons in the proposed solicitation, or set M/WBE participation goals for each Project as provided in City Code Section 2-9A-19 (Establishment of MBE/WBE Participation Levels for Individual Contracts in Construction), or as may subsequently be modified, amended or replaced. The Director shall have 10 Business Days from receipt of a bid package from the Managing Party in order to evaluate and determine the required level for utilization of M/WBE project or phase-specific goals or subgoals, and shall notify the Managing Party in writing of the Director's determination.

In an effort to meet the gender and ethnic-specific M/WBE utilization goals, the Managing Party shall implement an outreach program designed to solicit participation of M/WBEs. These outreach efforts should also target small businesses generally. The Managing Party may seek the assistance of SMBR in these outreach efforts as described in paragraph (b) below.

For any year in which the Managing Party, the Contractors fail to meet each of the goals or subgoals established by the Director, the Managing Party, the Contractors must demonstrate good faith efforts to meet the goals as described in the M/WBE Program Ordinance. The Managing Party shall submit documentation demonstrating its own and

- the Contractors' good faith efforts to meet the goals as is required under the following paragraph (d). If the Managing Party provides documentation to SMBR evidencing its own and its Contractors' good faith efforts, the Managing Party shall be deemed in compliance with this paragraph (a). Failure to perform this obligation shall be considered a material breach of this Agreement. The City acknowledges that this obligation does not require the Managing Party to modify, nullify or abrogate any contracts that the Managing Party has entered into before the Effective Date of this Agreement.
- (b) The Managing Party shall apprise SMBR when the Managing Party desires assistance from SMBR in its efforts to meet the gender and ethnic specific M/WBE utilization goals. This assistance may include providing a list of certified M/WBE firms from which the Managing Party may solicit or cause the Contractors to solicit participation in the design and construction of any improvements, identifying potential scopes of work, establishing the bid packages, scheduling and hosting outreach meetings, and assisting the Managing Party, its Contractors in soliciting M/WBE firms to provide bids. The Managing Party is not required to solicit participation during a period in which the Managing Party is required to incorporate the standards and principles of the M/WBE Program Ordinance including the foregoing M/WBE utilization goals into its development process as and when such process exists in connection with a Project.
- (c) The Managing Party shall provide monthly reports to SMBR no later than the 10<sup>th</sup> day of each month to track (i) the utilization on a percentage basis of M/WBE firms in the design and construction of the Projects; and (ii) a summary of the Managing Party's efforts to implement the standards and principles of the M/WBE Program Ordinance. SMBR shall provide the forms to be used by the Managing Party in submitting such reports.
- (d) Within thirty (30) days of receipt of the Managing Party's final monthly report (as is required under paragraph (e) above for the preceding year, January 1<sup>st</sup> through December 31<sup>st</sup> (the "SMBR Compliance Period"), SMBR shall determine whether the Managing Party is in compliance with the requirements of this Exhibit "G".

#### Waller Creek Project Approved Consultant List

Firm	Discipline	MWBE
2 x 4	signage consultant	
Access Partnership	accessibility specialist	
ACI Consulting	environmental consulting	
Altieri Sebor Wieber	mechanical, electrical, plumbing	
Altura Solutions	accessibility specialist	
American Construction Investigations	ADA consultant	
Applied Ecological Services	ecologist, bank stabilization	
Architectural Engineers Collaborative	structural engineer	
Arup USA Inc.	AV, Acoustical, lighting, IT, security	
Atelier 10	sustainability consultant	
Benz Resource Group	project management	WBE
Big Red Dog	civil engineering	
Brierly Assoc	geotech engineering	
CCM Consulting Group	construction auditing	
Chan & Partners	civil engr: subsurface utilities	
Charles Marsh Woodruff	geologic consulting	
Construction Specifications, Inc	specifications consultant	
Davey Resource Group	arborist	
Development Strategies	economic development	
Dr W. Todd Watson	plant pathologist	
dwg	landscape architect	
Eckersley Cladding Consultant	exterior cladding	
EEA Consulting	mechanical, electrical, plumbing	
ETM Associates	public space management	
Fluidity Design Consultants	water feature consulting	
GeoSolutions	geotech: slope stability	
Greenberg Consultants	urban design	
Guy Nordenson & Assoc	structural engineer	
Haynes Whaley Associates	structural engineer	
Henshell & Buccellato	waterproofing consultant	
Heritage Title Company	title and easement research	
HNTB	bridge design	
HNTB	traffic engineering	
Holt Engineering	geotech engineering	
Horton Lees Brogden Lighting	lighting	
HR&A	ecomonic development	
Hydrodramatics	water feature consulting	
Israel Berger and Associates	waterproofing consultant	
James Pole Irrigation Consultants	irrigation	
GL Food Services Consultants	food service consultant	
Joshua Long	geographer	
	ecologist, native plantings and	
Lady Bird Johnson Wildflower Center	management strategies	
Limnotech	hydrologist	
McGray & McGray	site surveying	
Metcalf Williams Stuart & Wolff	land use, zoning	
Michael Van Valkenburgh Assoc	landscape architect	
Olsson Assoc	soil scientist & ecosystem	
Persohn/Hahn Associates	elevator consultant	
Piscatello Design Centre	signage consultant	
ProjectProjects	graphic design	
Reginald Hough, FAIA	architectural concrete consultant	
Rolf Jensen & Associates	code consultant	
Shah Smith and Associates	commissioning agent	
Simpson Gumpertz & Heger	waterproofing consultant	
Skidmore, Owings & Merrill	structural engineer	
Stuart Lynn	cost estimating	
Sustainable Growth Texas	soil biology	
Terracon	geotech engineering	
Theatre Consultants Collaborative	theatre consultants	1
Thomas Phifer & Partners	architect	
Fillett Lighting Design	lighting	
Franssolar Inc	sustainability consultant	
Jrban Design Group	civil waterworks	WBE
Trban Design (Troup		

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