



Waller Creek Conservancy  
PO Box 12363  
Austin, Texas 78711  
512-541-3520  
[www.wallercreek.org](http://www.wallercreek.org)

September 11, 2017

Mr. Tom Meredith  
Vice President  
Waller Creek Local Government Corporation

RE: Waller Creek District: Structured Lawn at Waterloo Park Construction Phase Plan

Dear Tom:

Enclosed herewith you will find the Structured Lawn (Artwork Infrastructure) Construction Phase Plan covering both professional services (construction observation) as well as Construction Management work to be performed through the construction phase of the Structured Lawn at Waterloo Park. This is the first authorization requested for a construction project through the LGC.

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 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.

Sincerely,

Peter Mullan  
Chief Executive Officer  
Waller Creek Conservancy  
Proposing Party

The Phase Plan described in this document has been reviewed and agreed upon to the scope described herein.

---

Ms. Kristin Pipkin  
Responding Party  
Watershed Protection Department  
City of Austin

Date



Waller Creek Conservancy  
PO Box 12363  
Austin, Texas 78711  
512 541 3520  
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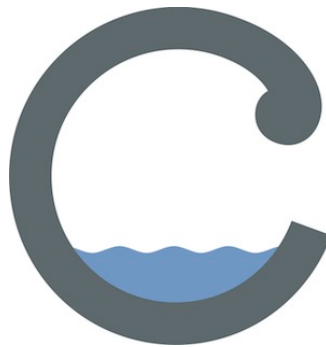
The Phase Plan described in this document has been reviewed and approved specific to the scope described herein.

Mr. Tom Meredith  
Vice President, LGC Representative  
Waller Creek Local Government Corporation

Date

**Waller Creek District**

**Structured Lawn at  
Waterloo Park  
Construction Phase Plan**



**September 11, 2017**

**Waller Creek District:**

**Structured Lawn at Waterloo Park  
Construction Phase Plan**

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### Waller Creek Phase Plan Proposal Checklist

✓	#	Section	Topic	Description	Notes
		<b>Review, Approvals and Objections</b>			
		3.02.B	Responding Party Review	Complete before submission to LGC	
		3.02.B.(i)	Cover Letter	See format	
		3.02.B.(ii)		Date of submission	9/11/17
		3.02.B (iii)		Date by which they must respond	
		3.02.B.(iv)		Identify the provision in the JDA calling for the submission	Exhibit H, Page 22
		<b>Phase Plan Process</b>			
	1	3.04.A.1	General	Exec Summary with narrative	Page 1
	1a			Schedule with milestones	Exhibit B, Pages 7-9
	1b			Implementation Plan	Exhibit D, Pages 11-16
	2	3.04.A.2 (i)	Identify Team	List all professionals and their discipline	Exec Summary, Page 2
	2a	3.04.A.2 (ii)	Contracting Method	Proposed Construction Delivery Method	Exec Summary, Page 3
	2b	3.04.A.2.(iii)	Designate the Reviewer of Construction Schedule	Project Director or Managing Party	Exec Summary, Page 2
	2c	3.04.A.2 (iv)	Graphical Material	Site plans, architectural plans, elevations, other design materials	This work was a product of the Structured Lawn CD Phase Plan
	3	3.04.A.3	District Map	Map of District showing Limits of Phase Plan Area	Exhibit A, Pages 5-6
	4	3.04.A.4	Project Budget	All Phase Plan costs including allowances and contingencies	Exhibit F, Pages 18-20
	4a		Funding Sources	List source	Funding Letter
	4b		Funding Sources	List where funds are to be held	Funding Letter
	4c		Funding Sources	List constraints on use of funds	Funding Letter
	4d		Post Construction Budget	Capital repair, operating and maintenance budgets	Exhibit J, Pages 28-30
	5	3.04.A.5	Cost Overrun Plan	Identify how any cost overruns will be funded	Exec Summary, Page 4
	6	3.04.A.6	Compliance with Foundational Articles	If the proposed project does not comply with the terms of the JDA, the proposed modification to the JDA is provided here.	Exec Summary, Page 3
	7	3.04.A.7	Third Party Agreements	Outline any third-party agreements that will need to be obtained	N/A - none contemplated in this scope of work
	8	3.04.A.8	Property Procurement Process Requirements	Local Government Code Sections 252 and 271, and Chapter 431 of Texas Trans Code	Exec Summary, Page 1
	9	3.04.A.9	MWBE Participation	Outline plan	Exhibit H, Pages 22-24
	10	3.04.A.10	Public Improvement Projects	Identify responsibilities for obtaining approvals and permits from Government Authorities for design and construction	The project manager and key consultants have the responsibility of obtaining approvals
	11	3.04.A.11	Operations Permits	Plan for obtaining and paying for approvals and permits for operations, the cost of operation and maintenance	N/A - none contemplated in this scope of work
	12	3.04.A.12	ID and Mapping Easements	Identify and map all easements and other real property interests.	N/A - none contemplated in this scope of work
	13	3.04.A.13	Requirements on Use of Funds	Identify any requirements that apply to the use of tax-exempt obligations, grants or other funds	N/A - none contemplated in this scope of work
	13a			Texas Transportation Code Chapter 431	N/A - none contemplated in this scope of work
	13b			City Code and Other Applicable Law	N/A - none contemplated in this scope of work
	14	3.04.A.14	Insurance and Bonding	Provision of insurance and bonding in Article 9	Exhibit I, Pages 25-27
	15	3.04.A.15	Use by City	Identify terms for exclusive free use by the City for public functions and City sponsored events	N/A - none contemplated in this scope of work

### Waller Creek Phase Plan Proposal Checklist

✓	#	Section	Topic	Description	Notes
	16	3.04.A.16	Activities and Rates	Identify terms for use and activities by community groups (nonprofits, children, elderly) that includes free or reduced rates	N/A - none contemplated in this scope of work
	17	3.04.A.17	Maintenance in ROW's	Identify of maintenance of District ROW's	N/A - none contemplated in this scope of work
	18	3.04.A.18	Utilities	Identify how utilities will be provided, cost of services, allocation or metering or sub metering etc	This is a product of this scope of work
	19	3.04.A.19	Operations and Maintenance	Identify operations and maintenance standards	Exhibit J, Pages 28-30
	20	3.04.A.20	Revenue Source and Fees	Identify revenue City or Conservancy will receive, and identify any proposed licensing and a pro forma of how fees will cover Op Expenses	Exhibit J, Pages 28-30
	21	3.04.A.21	Commercial Design Standards	Identify if Comm Design Stds apply	Subchapter E
	22	3.04.A.22	License Agreements	Identify if License Agreements apply	N/A - none contemplated in this scope of work
	23	3.04.A.23	Naming Rights	Identify any license agreements necessary for naming rights	N/A - none contemplated in this scope of work
	24	3.04.A.24	Change in Ownership	Identify if there is a proposed change in ownership of a Public District Site	N/A - none contemplated in this scope of work
	25	3.04.A.25	Capital Needs Timing	Identify the capital needs timing for City Planning purposes	Exhibit G, Page 21
	26	3.04.A.26	Payment to PARD or other City Departments	Identify how payments will be made to PARD or other City Depts for their operations	Exhibit J, Pages 28-30
	27	3.04.A.27	Public Accessibility	Identify public accessibility and provisions thereof	N/A - none contemplated in this scope of work
	28	3.04.A.28	Timing of transfers	Identify timing of transfers of improvements and land	N/A - none contemplated in this scope of work
	29	3.04.A.29	Maintain natural space	Identify the ways projects will be designed to maintain natural space	A core element of the approved Design Plan calls for maintaining natural space and will be a guiding principal in the work herein
	30	3.04.A.30	Maintain flexibility of City owned properties	Identify how the flexibility of City Owned properties will be maintained	The design team will include maintaining flexibility as a design goal
	31	3.04.A.31	Issues related to alcohol use	Identify any desired exemptions of City Code or park rules	N/A - none contemplated in this scope of work
	32	3.04.A.32	Other Relevant Info		
<b>Supervision of Construction</b>					
	33	5.02.A	Coordinate the work	Negotiate or prepare bid packages necessary for the award of sub contracts, coordinate selections and procedures, maintain harmonious labor relations, encourage MWBE participation	Exhibit D, Pages 11-16

## **Waller Creek, Structured Lawn at Waterloo Park**

**September 11, 2017**

### **EXECUTIVE SUMMARY and NARRATIVE**

This “Structured Lawn at Waterloo Park Construction Phase Plan” undertakes the construction phase of the Structured Lawn / Artwork Infrastructure scope at Waterloo Park. This phase plan is requesting authorization to proceed into construction of this limited scope of work. The Structured Lawn / Artwork Infrastructure is an enabling first step toward the vision outlined in the Waller Creek District Design Plan for Waterloo Park. This scope of work includes the structural components that will add roughly 12,500 square feet of parkland to Waterloo Park, allowing for a more cohesive public amenity. Future authorization will be sought from the LGC for subsequent phases, including construction of Part One: Parkland and Part Two: Performance Venue to complete and open the park to the public.

This Construction Phase Plan builds upon the work completed in the Structured Lawn Construction Documents phase. This phase utilizes the Construction Management expertise of Zachry Construction Corp., who were selected for CM at Risk services for this and other projects within the Waller Creek District, as well as construction observation performed by the MVVA-led design team.

This phase plan encompasses the following:

- Construction of the Structured Lawn / Artwork Infrastructure
- Construction Observation by Design Team

This project will require extensive coordination with the City of Austin Parks and Recreation Department (PAR), the Watershed Protection Department (WPD), the Public Works Department (PWD), and multiple City contractors on site at Waterloo Park.

All services performed under this Scope of Work shall be in accordance with the existing contractual agreements held by the Waller Creek Conservancy (WCC), applicable codes and accepted industry standards. Any acquisitions either by fee simple or by 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 documents shall be prepared using the English system of weights and measurements. It is assumed that hardcopy, PDF, and CAD drawings are acceptable formats for review submissions to CoA and WCC. Conversion to other file formats (e.g. MicroStation, AutoCAD Civil 3D) will be considered an additional service.

### **PERFORMANCE PERIOD**

The anticipated performance period for Construction is nine (9) months. A comprehensive project schedule is shown in **Exhibit B, Project Schedule**.

### **PROJECT IDENTIFICATION**

Project Title: Structured Lawn / Artwork Infrastructure at Waterloo Park Construction Phase (or Project)

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

## **POINTS OF CONTACT**

### **Managing Party:**

Waller Creek Conservancy / Benz Resource Group

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

### **Responding Party:**

City of Austin, Watershed Protection Department

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

City of Austin, Parks and Recreation Department

Terry Jungman, [terry.jungman@austintexas.gov](mailto:terry.jungman@austintexas.gov) (512-974-9479)

### **Other Contacts:**

Waller Creek Conservancy

CEO: Peter Mullan, [pmullan@wallercreek.org](mailto:pmullan@wallercreek.org), (512-541-3520)

Director of Planning and Design: John Rigdon, [jrigdon@wallercreek.org](mailto:jrigdon@wallercreek.org), (512-541-3520)

Capital Projects Manager: Kim Barker, [kbarker@wallercreek.org](mailto:kbarker@wallercreek.org), (512-541-3520)

City of Austin, Planning and Zoning Department

Tonya Swartzendruber, [tonya.swartzendruber@austintexas.gov](mailto:tonya.swartzendruber@austintexas.gov) (512-974-3462)

### **Construction Team Lead:**

Zachry Construction Corp. (ZCC)

Project Executive: Bill Adams, [bill.adams@zachrycorp.com](mailto:bill.adams@zachrycorp.com) (210-871-3236)

Project Manager: Tyler Farella, [tyler.farella@zachrycorp.com](mailto:tyler.farella@zachrycorp.com) (210-871-2880)

### **Landscape Architecture Team Lead:**

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

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

MVVA Project Manager and Point of Contact: Tzufen Liao, [tliao@mvvainc.com](mailto:tliao@mvvainc.com) (718-243-2044)

## **CONSULTANT TEAM LIST:**

The following subconsultants will be part of the Team and their associated scopes, schedules, deliverables, budget, and fees are included in this proposal.

- Construction Management: Zachry Construction Corp. (ZCC)
- Design Team Lead and Landscape Architect: Michael Van Valkenburgh Associates, Inc. (MVVA)
- Project Management, Managing Party: Benz Resource Group (BRG)
- Structural Engineer: Architectural Engineers Collaborative (AEC)
- Civil Engineer: Big Red Dog (BRD)

## **CONTRACTING METHOD**

All of the consultants and subconsultants included in this scope of work are under contract directly to the Waller Creek Conservancy.

The Landscape Architecture Team Lead, Michael Van Valkenburgh Associates, Inc. (MVVA), and their subconsultants are currently working under a Master Services Agreement (MSA) between the Waller Creek Conservancy (WCC) and MVVA that was executed May 22, 2015.

Zachry Construction Corp. (ZCC) is currently working under a Construction Manager at Risk (CMAR) Contract with the Waller Creek Conservancy (WCC) that was executed February 14, 2017.

## **COMPLIANCE WITH THE FOUNDATIONAL ARTICLES OF THE JDA**

All work proposed in this Project is in compliance with the approved Design Plan and the Foundational Articles of the JDA.

## **SCHEDULE**

The Services required by this Phase Plan shall be provided from September 2017 through June 2018.

## **GENERAL SCOPE OF SERVICE REQUIREMENTS**

A description of scope and deliverables is in **Exhibit C, Scope Matrix** and a description of the interaction among consultants and key stakeholders toward the construction of this scope is described in **Exhibits D-1 and D-2, Implementation Plans**.

## **PROJECT BUDGET**

**Exhibit F** provides a detailed breakdown of the fees, the summary of the fees are as follows:

**Construction Observation / Professional Services: \$613,093**

Professional Service Fees: \$334,583

Reimbursable Expenses: \$7,338

Allowances: \$50,000

Owner Construction Change Order Contingency: \$171,172

Cost Overrun Reserve: \$50,000

**Construction / Guaranteed Maximum Price (GMP): \$3,423,439**

**Grand Total of fees, reimbursable expenses and allowances: \$4,036,532**

The City of Austin (City) Parks and Recreation Department (PARC) will contribute 100% of the total, for an amount not to exceed \$4,036,532 toward the Structured Lawn at Waterloo Park Construction Phase Plan.

MVVA team fees and estimated reimbursable expenses are shown in **Exhibit F, Project Budget**. Individual consultant fee proposals are included in **Exhibits K through O** under separate cover.

ZCC's Construction Services and Guaranteed Maximum Price are shown in **Exhibit F, Project Budget**. Backup documentation is included as **Exhibit P** under separate cover.

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 City will disburse payment accordingly to the appropriate Project Disbursement Fund Account. **See Exhibit G – Capital Needs Projection** addressing the prime scope of work, which excludes allowances.

### **COST OVERRUN PLAN**

In accordance with Section 3.04.a.5 of the JDA, the identification of the sources 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 outlined scope of services beyond the typical construction change order process which would be funded via the Owner Construction Change Order Contingency, currently calculated at 5% of the GMP. Requests for additional changes 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.

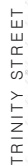
#### LIST OF EXHIBITS – Structured Lawn at Waterloo Park Construction Phase Plan

EXHIBIT A	Project Area Diagram
EXHIBIT B	Project Schedule
EXHIBIT C	Team Scope Matrix
EXHIBIT E	Organization Chart
EXHIBIT F	Project Budget
EXHIBIT G	Capital Needs Projection
EXHIBIT H	JDA Procurement Requirements
EXHIBIT I	Insurance Certificates
EXHIBIT J	Interim Maintenance Plan

#### SUPPORTING DOCUMENTATION (under separate cover)

EXHIBIT K	MVVA Team Fees
EXHIBIT L	MVVA Proposal
EXHIBIT M	Benz Resource Group (BRG) Proposal
EXHIBIT N	Big Red Dog (BRD) Proposal
EXHIBIT O	Architectural Engineers Collaborative (AEC) Proposal
EXHIBIT P	Zachry Construction Corp. Documentation
EXHIBIT Q	WCC / COA Memorandum of Understanding

## PROJECT AREA DIAGRAM











Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	2017		2018		
						Q2	Q3	Q4	Q1	Q2
Drilled Piers / Columns										
Drilled Piers - South Abutment										
SABUT-100	Drill / Rebar for Drilled Pier - South Abut.	5	Oct-26-17	Nov-01-17	12					
SABUT-105	Pour Drilled Pier - South Abut.	3	Oct-31-17	Nov-02-17	12			Oct-26-17 ■ Nov-01-17		
SABUT-110	Cure Drilled Pier - South Abut.	1	Nov-03-17	Nov-03-17	26			Nov-03-17 ■ Nov-03-17		
SABUT-115	Form/Rebar Abut. Beam / Slab - South Abut.	5	Nov-06-17	Nov-13-17	11			Nov-06-17 ■ Nov-13-17		
SABUT-120	Pour Abut. Beam / Slab - South Abut.	1	Nov-14-17	Nov-14-17	11			Nov-14-17 ■ Nov-14-17		
SABUT-125	Cure Abut. Beam / Slab - South Abut.	5	Nov-15-17	Nov-19-17	17			Nov-15-17 ■ Nov-19-17		
SABUT-130	Strip Abut. Beam / Slab - South Abut.	1	Nov-17-17	Nov-17-17	11			Nov-17-17 ■ Nov-17-17		
SABUT-135	Backfill Abut. Beam / Slab - South Abut.	2	Nov-20-17	Nov-21-17	11			Nov-20-17 ■ Nov-21-17		
Drilled Piers - North Abutment										
NABUT-100	Drill / Rebar for Drilled Pier - North Abut.	1	Oct-25-17	Oct-25-17	12			Oct-25-17 ■ Oct-25-17		
NABUT-105	Pour Drilled Pier - North Abut.	1	Oct-26-17	Oct-26-17	17			Oct-26-17 ■ Oct-26-17		
NABUT-110	Cure Drilled Pier - North Abut.	1	Oct-27-17	Oct-27-17	33			Oct-27-17 ■ Oct-27-17		
NABUT-115	Form/Rebar Abut. Beam / Slab - North Abut.	5	Nov-06-17	Nov-13-17	11			Nov-06-17 ■ Nov-13-17		
NABUT-120	Pour Abut. Beam / Slab - North Abut.	1	Nov-14-17	Nov-14-17	11			Nov-14-17 ■ Nov-14-17		
NABUT-125	Cure Abut. Beam / Slab - North Abut.	5	Nov-15-17	Nov-19-17	17			Nov-15-17 ■ Nov-19-17		
NABUT-130	Strip Abut. Beam / Slab - North Abut.	1	Nov-17-17	Nov-17-17	11			Nov-17-17 ■ Nov-17-17		
NABUT-135	Backfill Abut. Beam / Slab - North Abut.	2	Nov-20-17	Nov-21-17	11			Nov-20-17 ■ Nov-21-17		
Drilled Piers - B Piers (Existing Retaining Wall Side)										
BPIERS-100	Drill / Rebar for Drilled Pier - B Piers	7	Oct-13-17	Oct-24-17	12			Oct-13-17 ■ Oct-24-17		
BPIERS-105	Pour Drilled Pier - B Piers	7	Oct-16-17	Oct-25-17	64			Oct-16-17 ■ Oct-25-17		
BPIERS-110	Cure Drilled Pier - B Piers	1	Oct-26-17	Oct-26-17	132			Oct-26-17 ■ Oct-26-17		
Drilled Piers / Columns - C Piers (Existing Vane Wall Side)										
CPIERS-100	Access / Drill/ Rebar for drilled Pier - C Piers	30	Oct-05-17	Nov-20-17	0		Oct-05-17	Nov-20-17		
CPIERS-115	Form / Rebar Columns - C Piers	7	Nov-21-17	Nov-30-17	0		Nov-21-17	Nov-30-17		
CPIERS-120	Pour Columns - C Piers	2	Dec-01-17	Dec-04-17	0		Dec-01-17 ■ Dec-04-17			
CPIERS-125	Cure Columns to Strip Forms - C Piers	2	Dec-05-17	Dec-06-17	0		Dec-05-17 ■ Dec-06-17			
CPIERS-130	Strip Columns - C Piers	2	Dec-07-17	Dec-08-17	0		Dec-07-17 ■ Dec-08-17			
Grade Beams / Curved Beams										
Interior Grade Beams										
INTGB-100	Form/Rebar Interior Grade Beam	18	Nov-22-17	Dec-20-17	46			Nov-22-17 ■ Dec-20-17		
INTGB-105	Pour Interior Grade Beam	4	Dec-22-17	Jan-02-18	46			Dec-22-17 ■ Jan-02-18		
INTGB-110	Cure Interior Grade Beam	4	Jan-03-18	Jan-06-18	85			Jan-03-18 ■ Jan-06-18		
INTGB-115	Strip Interior Grade Beam	1	Jan-05-18	Jan-05-18	46			Jan-05-18 ■ Jan-05-18		
Curved Edge Beams										
CEB-100	Form/Rebar/Shoring Curved Edge Beams	35	Dec-11-17	Feb-08-18	0			Dec-11-17 ■ Feb-08-18		
CEB-105	Pour Curved Edge Beams	8	Feb-09-18	Feb-20-18	0			Feb-09-18 ■ Feb-20-18		
CEB-110	Cure Curved Edge Beams	14	Feb-21-18	Mar-06-18	0			Feb-21-18 ■ Mar-06-18		
CEB-115	Strip Curved Edge Beams	3	Feb-23-18	Feb-27-18	4			Feb-23-18 ■ Feb-27-18		
CEB-120	Post-tension Curved Edge Beams	10	Mar-07-18	Mar-20-18	0			Mar-07-18 ■ Mar-20-18		
CEB-125	Form/Rebar Closure Strip	4	Mar-21-18	Mar-26-18	0			Mar-21-18 ■ Mar-26-18		
CEB-130	Pour Closure Strip	1	Mar-27-18	Mar-27-18	0			Mar-27-18 ■ Mar-27-18		
CEB-135	Cure Closure Strip	5	Mar-28-18	Apr-01-18	0			Mar-28-18 ■ Apr-01-18		
Slabs / Slab Beams										
BEAMS-105	Install Shoring / Overhangs - South-End Slab	5	Feb-28-18	Mar-07-18	12			Feb-28-18 ■ Mar-07-18		
BEAMS-125	Install Shoring / Overhangs - North-End Slab	5	Feb-28-18	Mar-07-18	12			Feb-28-18 ■ Mar-07-18		

Remaining Level of Effort  
 Actual Level of Effort  
 Actual Work  
 Remaining Work  
 Critical Remaining Work

Milestone  
 Summary

**GMP (Revised) Schedule**  
**Waterloo Park Artwork Infrastructure**  
**Zachry Construction Corporation**  
**Overall Schedule - Page 2 of 3**

Data Date: Jun-21-17  
Run Date: Sep-06-17  
Project Start Date: Jun-21-17  
Project Finish Date: Jun-12-18



STRUCTURED LAWN CONSTRUCTION		BRG	ZACHRY	MVVA	AEC	BRD
1	Construction		X			
2	Project Management	X			X	
3	Construction Observation	X		X	X	X
	Structural Observation				X	
	Grading Observation			X		X
	Stormwater Outfall Observation					X
4	Coordination w/ Future Parkland	X		X		

## **EXHIBIT D: IMPLEMENTATION PLAN**

### **Waterloo Park: Artwork Infrastructure**

#### **Construction Phase**

##### **September 2017 through June 2018 (9 months)**

This Plan encompasses the Construction Phase of the Artwork Infrastructure scope of work for Waterloo Park (between 12<sup>th</sup> and 15<sup>th</sup> Streets) as shown in the *Artwork Infrastructure* map in **Exhibit A, Project Area Diagram**. The MVVA Team, including AEC (structural engineers), and BRD (civil engineers), will coordinate as needed with Zachry Construction Corporation (“Zachry”), the Construction Managers for the project.

##### **Schedule, Scope and Meetings**

The Construction Phase will last for 9 months total. During this phase, the MVVA Team will provide construction observation services for the construction of the elevated lawn structure, including: perform weekly site visits and/or attend construction meetings led by Zachry, review submittals, respond to RFI’s, and review any change order or substitution requests from the contractor.

In addition to the construction of the elevated lawn structure, this Phase Plan includes the construction of a stormwater outfall for the future Parkland project, and interim grading and drainage. BRD’s civil engineering support for the stormwater outfall, and interim grading and drainage, will comprise of bi-weekly meetings as needed, responses to RFI’s, and one (1) final site visit upon completion.

The MVVA Team will review all payment applications submitted electronically by the contractor and evaluate the level of completion for each item. The team will also perform a punch list review prior to issuing letter of substantial completion. Upon verification of completion of punch list items, AEC and BRD will issue letters of concurrence. At completion, the team will also contribute record drawings to contractor’s compiled as-built drawings.

##### **Assumptions/Exclusions**

Any design changes required due to unanticipated found conditions or changes in construction schedule may result in a request for Additional Services.

## EXHIBIT D: IMPLEMENTATION PLAN

### Artwork Infrastructure at Waterloo Park

#### Construction Execution plan

#### September 2017 through June 2018 (9 Months)

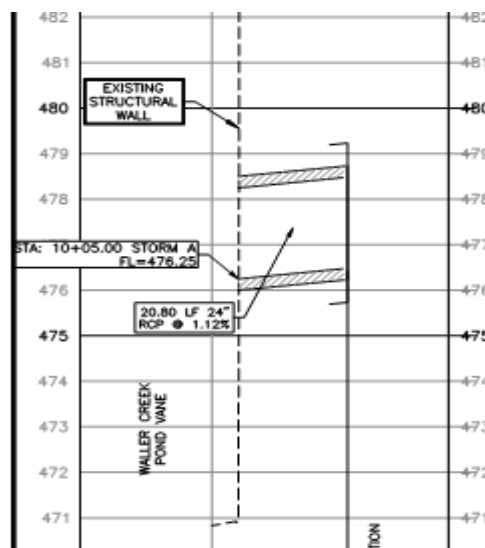
This Plan encompasses the scope of work for the construction of the Artwork at Waterloo Park (between 12<sup>th</sup> and 15<sup>th</sup> Streets) as shown in **Exhibit A, Project Area Diagram**. Note that work specifically related to the Performance Venue within Waterloo Park is captured under another scope (shown as *Part II: Performance Venue*). The Zachry construction Team will coordinate as needed with the Performance Venue design team, led by Thomas Phifer and Partners (TPP) making sure that the permanent structures of Waterloo parkland tie into the Performance Venue design.

#### 1. Construction Narrative

##### a. Civil Site work

Once Zachry has mobilized to the site, the first portion of work will be storm drain A. This is the outfall that gets installed into the existing retaining wall. After the outfall is placed we will backfill the area up to bottom elevation of the interior grade beam.

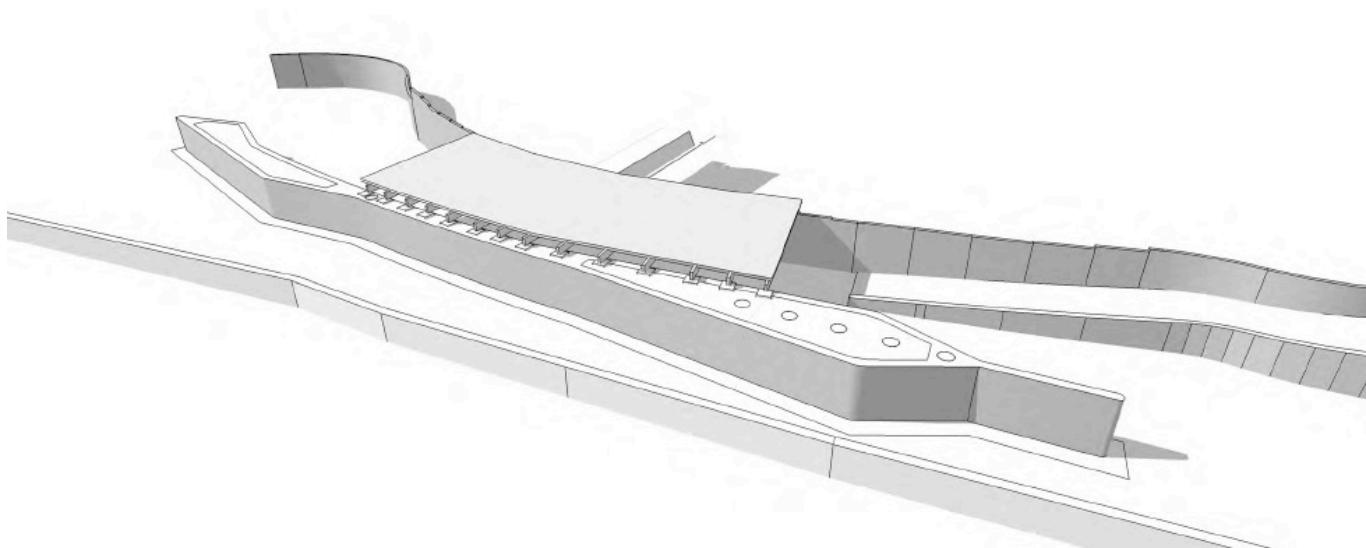
**Figure a.1 – Storm Drain A – Cross Section**



### **b. Installation of Vane Supported Work Deck**

After storm drain A is completed and backfilled we will continue to the installation of the work deck system. The work deck allows the drilled shaft (caisson) contractor to install the drilled shafts in the existing concrete vane wall without impacting the tunnel inlet facility spill way. This approach uses the vane wall to support the eastern edge of the work deck, provides a 14' minimum clearance. Installing the initial pieces of decking will take approximately 1-month and will be adjusted as the drilled shafts are installed.

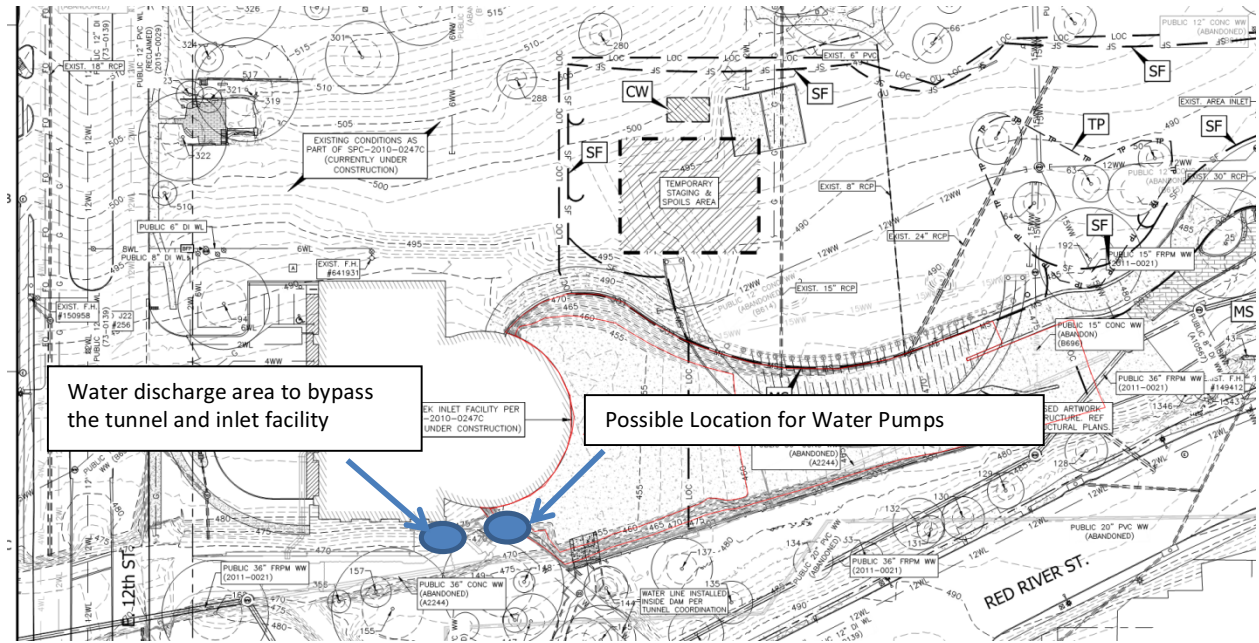
**Figure b.1. Vane Supported Work Deck**



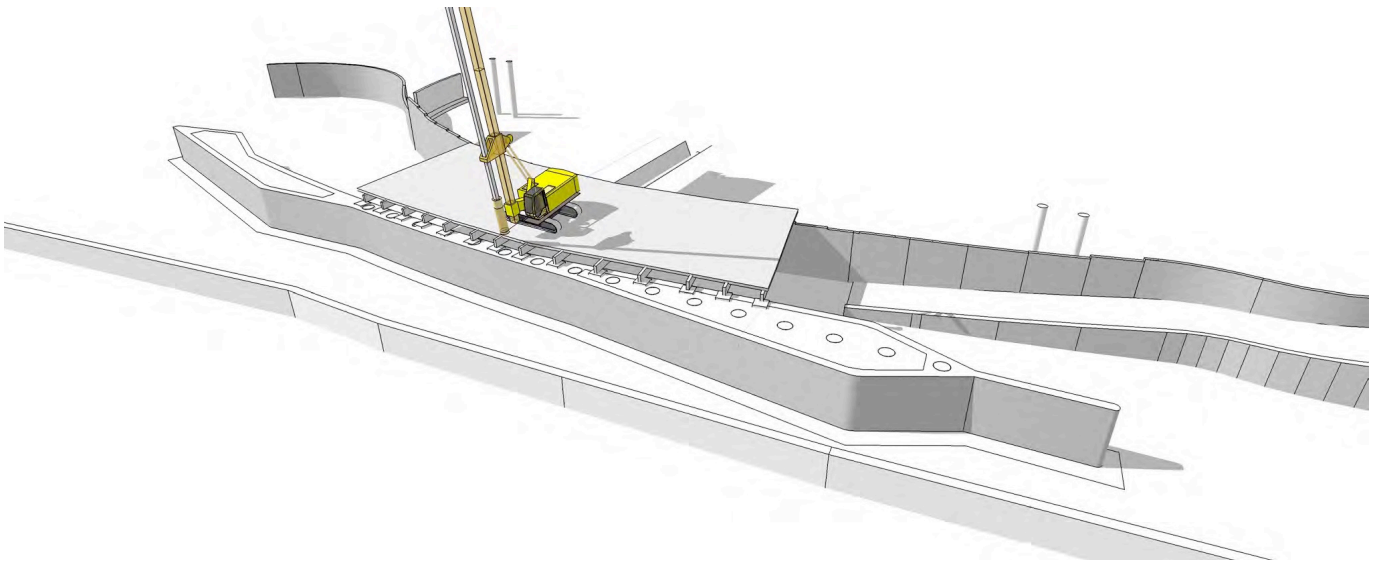
### **c. Incidental Pumping of Water**

Due to the ongoing efforts in the existing tunnel, we have been informed that the City of Austin will not be able to maintain a water level below elevation 470' for any of our activities. With this in mind, incidental pumping will be required to lower the water level for several different operations that need to occur from within the inlet basin. These operations include installation and removal of the work deck and falsework, setting precast beams, placing riprap (between the gridline B grade beam and the west retaining wall), and a multitude of other incidental tasks required to construct a structure over a creek. In general, pumping operations will start a day or two before an operation begins and will be based on the incoming flows and the elevation of water needing to occur. Approximately 24 to 36 hours of pumping may be required to remove the roughly 2.5 million gallons of water to lower the elevation within the inlet basin from 470' to 460'. A number of pumps varying in size from 3" to 6" will be used to perform this work. These pumps will be placed in coordination with the City's O&M group and placed on the southern edge of the inlet so that water from the basin can be discharged downstream of the inlet to bypass the tunnel. Once the water elevation is lowered, smaller pumps will be used to handle the smaller daily flows. During heavier rain events, operations within the inlet will stop until the water flow within the creek subsides. Pumping operations will lower the water level to the required elevation and operations will commence. These rain events have been included within our construction schedule and are based on the General Conditions section 12.2.3.



**Figure c.1. Pumping Areas****d. Drilled Caissons**

After the work deck is installed we will begin work on the drilled caissons. The first caissons installed will be the 10 – 30” dia. caissons on the existing vane wall within the spillway. These caissons will be installed within existing 36” casings. Figure d.1 shows the 30” dia caissons that will be installed in the vane. These 10 caissons will be critical to the schedule with overall duration for setup, drill, and installation being 30 to 45 days. Once these 10 caissons are installed we will move to the 15 caissons that will be placed along the existing retaining wall.

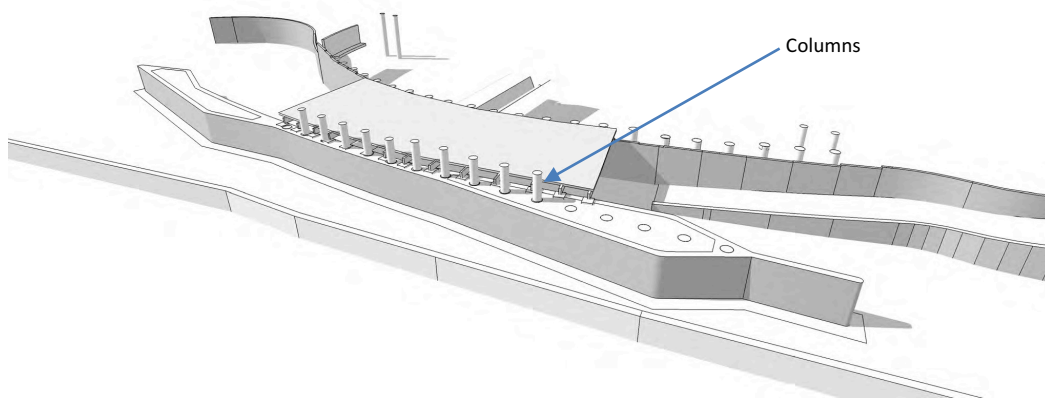
**Figure d.1 – 30” Caissons on the Existing Vane Wall**



### e. Columns on the Existing Vane wall

Once the caissons on the existing concrete vane wall are installed we can move to the erection of the columns. Once the columns are constructed it will allow the construction team to start installing the false work (soffit form work for the Cast-in-Place concrete). See figure d.1 showing the location and layout for the columns on the existing vane wall.

**Figure d.1 – Columns on existing vane wall**



### f. Cast-In-Place Post Tensioned Concrete

Once the false work is in place the construction team can proceed to forming up the side walls for the curved beam (See figure f.1). As the forms are being erected the team will also be placing the conduit ducts for the post tensioning strand and the reinforcing steel. After the grade is set on the tension ducts, then the concrete can be placed. After the specified cure time stage 1 of the tendons stressing sequence can begin. Once stage 1 of the stressing has been completed the construction team can then release the falsework/shoring of the soffit form. After all the shoring is removed the construction team can progress to the setting of the 15" precast beams. The full load stressing of the edge beam (stage 2 Stressing) can start as soon as the last 15" slab beam is in place. Once stage 2 of the stressing sequence has been completed the cantilevered walkway can be form and the concrete can be place. After the concrete for the cantilever walkway has cured stage 3 of the stress sequence can be completed (See Figure f.2 for stressing diagram).

**Figure f.1 – Typical Cantilevered Section**

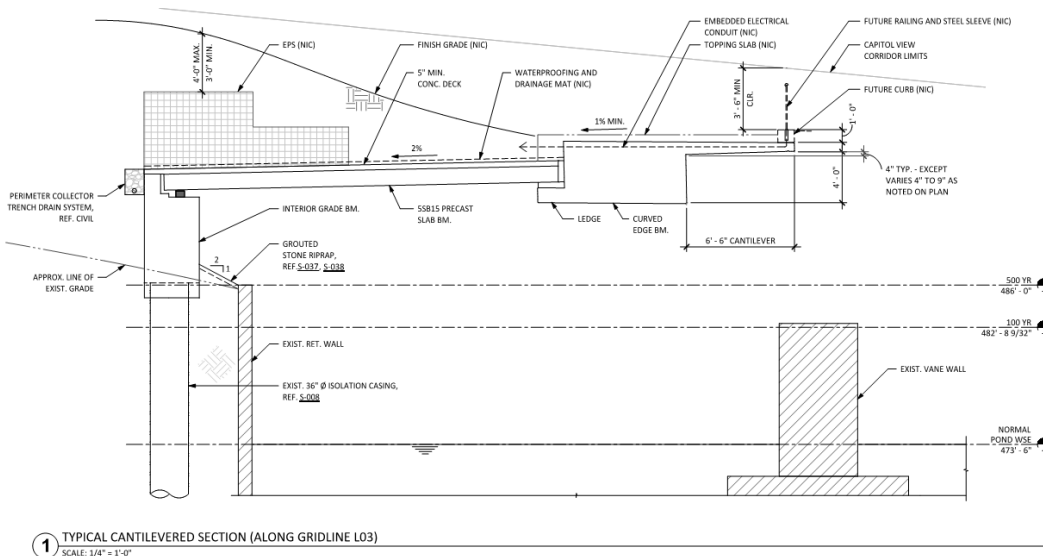
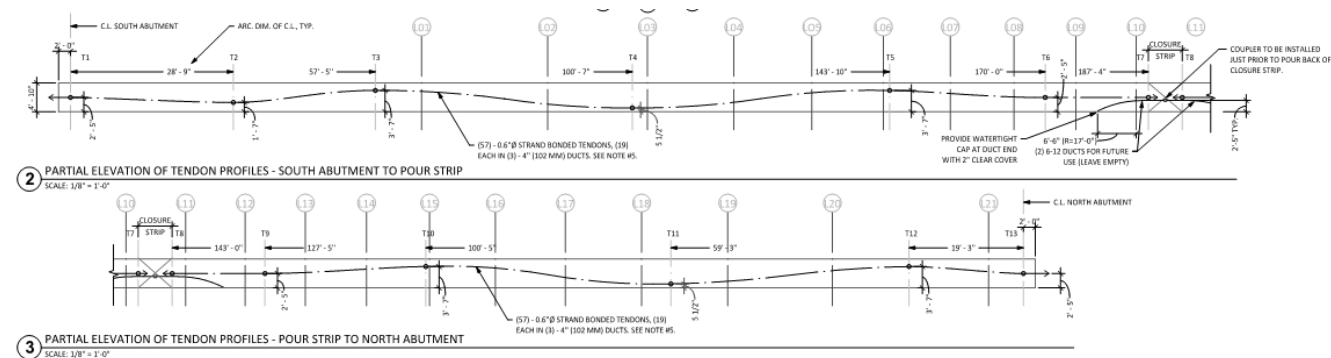


Figure f.2 – Stressing Tendon Profiles



### g. 5" Deck Concrete

Once stage 3 of the stressing of the post tension tendons has been completed and the all the concrete for the curved edge beam has cured, the 5" deck slab can be placed. This is the last activity for the structure. The remaining work will be any miscellaneous items needed to establish a safe interim condition while the remaining parkland design is completed and the structure is finalized.

### h. Final Site grading/ Clean-up

Once the 5" deck has cured we will proceed to the final site grading and soil stabilization for the interim condition that the artwork infrastructure will be in prior to the start of construction work on the waterloo parkland. This work will consist of final seeding and erosion control measures that will be placed to maintain the site drainage in the interim condition. Along with preparing the site for the interim condition, we will also be developing a punch list for the Artwork infrastructure. Once the punch list items have been completed and the Benz Resource group has accepted, the site will be ready for the construction of the Parkland and Performance Venue.

## 2. Project Management and Meetings

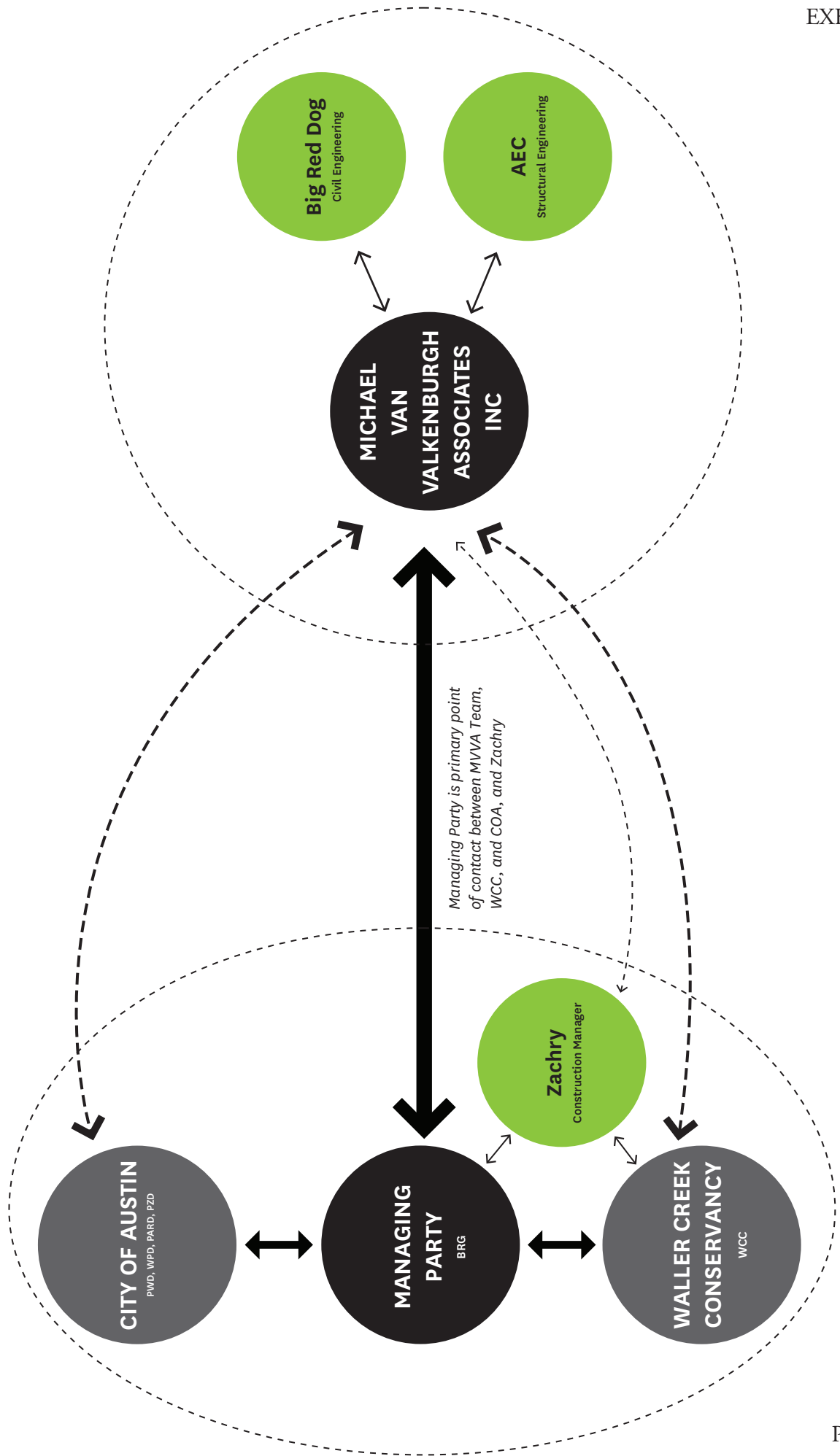
Zachry Construction Corp will provide lead construction project management and be the primary point of contact for the Construction team, in addition to coordinating among subcontractors (via weekly, or as-needed team calls) and with COA/WCC. Zachry will participate in weekly on-site meetings with the design team, led and managed by BRG. COA and WCC may participate in weekly on-site meetings. At the onset of this phase, Zachry Construction Corp will present a Construction Schedule which will include the identification of critical activities anticipated for meeting the project milestone.

## 3. Specifications

The Zachry construction team is using the specifications that were developed by MVVA and their consultants. The consultants that will contribute directly to this effort (either through selecting appropriate standard specifications or project-specific modifications) will be:

- i. MVVA (landscape architect and team lead)
- ii. DWG (local landscape architect)
- iii. BRD (civil engineer)
- iv. AEC (local structural engineer)

# ORGANIZATION CHART



<b>Structured Lawn at Waterloo Park Construction Phase Plan</b>	
<b>Project Budget - Summary</b>	
Construction GMP	\$ 3,423,439
Professional Services Fees / Allowances & Expenses	\$ 391,921
Cost Overrun Reserve	\$ 50,000
Owner Construction Change Order Contingency 5%	\$ 171,172
	\$ 4,036,532
<b>Total Phase Plan</b>	<b>\$ 4,036,532</b>
see detail attached	

<b>Structured Lawn at Waterloo Park Construction Phase Plan</b>		
<b>Project Budget</b>		
<b>Professional Services / Construction Observation</b>	<b>Fees</b>	<b>Reimb</b>
MVVA Team	\$ 192,425	\$ 6,500
BRG Project Management Fees	\$ 142,158	\$ 838
	\$ 334,583	\$ 7,338
Construction Auditing Allowance	\$ 25,000	
Materials Testing Allowance	\$ 25,000	
	\$ 50,000	
Owner Construction Change Order Contingency (5%)	\$ 171,172	
Cost Overrun Reserve	\$ 50,000	
<b>Summary</b>		
Professional Services Fees /Allowances & Expenses	\$ 391,921	
Owner Construction Change Order Contingency 5%	\$ 171,172	
Cost Overrun Reserve	\$ 50,000	
	<b>\$ 613,093</b>	

<b>Structured Lawn at Waterloo Park Construction Phase Plan</b>	
<b>Project Budget - Construction GMP</b>	
<b>Construction GMP</b>	Fees
Zachry Cost of Work	\$ 2,832,978
General Conditions	\$ 434,647
Zachry Fee	\$ 99,154
	\$ 3,366,779
Contractor Contingency (2%)	\$ 56,660
	\$ 56,660
<b>Summary</b>	
GMP	\$ 3,423,439
	<b>\$ 3,423,439</b>

**Structured Lawn at Waterloo Park Construction Phase Plan  
City Capital Needs Projections**

	Total Fees *	Total Reimbursable Expenses
	\$ 3,808,022	\$ 7,338
Months	Fees	Reimb Exp
1	\$ 300,000	\$ 500
2	\$ 300,000	\$ 500
3	\$ 500,000	\$ 750
4	\$ 700,000	\$ 1,000
5	\$ 700,000	\$ 1,500
6	\$ 500,000	\$ 1,500
7	\$ 450,000	\$ 1,000
8	\$ 358,022	\$ 588
	\$ 3,808,022	\$ 7,338
* These projections will fluctuate in response to adjustments in work flow		
* Does not include Cost Overrun Reserve or Owner Contingency		

## 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 not engaged in designing and/or constructing a Project, but rather, 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	economic development	
Hydrodramatics	water feature consulting	
Israel Berger and Associates	waterproofing consultant	
James Pole Irrigation Consultants	irrigation	
JGL Food Services Consultants	food service consultant	
Joshua Long	geographer	
Lady Bird Johnson Wildflower Center	ecologist, native plantings and 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	
Thomas Phifer & Partners	architect	
Tillett Lighting Design	lighting	
Transsolar Inc	sustainability consultant	
Urban Design Group	civil waterworks	WBE
Vermeulens	cost estimating	



# CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT I

DATE (MM/DD/YYYY)

06/02/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Central Insurance Agency 6000 N. Lamar Blvd  Austin TX 78752		<b>CONTACT NAME:</b> Jesse Sanchez <b>PHONE (A/C, No, Ext):</b> (512)451-6551 <b>FAX (A/C, No):</b> (512)454-0183 <b>E-MAIL ADDRESS:</b> jsanchez@centralins.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> American Economy Insurance Company	
		<b>INSURER B:</b> Trumbull Ins Co	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 16/17 BOP;17/18 WC**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			02BZ13148630	09/15/2016	09/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Non-owned \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			02BZ13148630	09/15/2016	09/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A	65WBCAP2269	06/09/2017	06/09/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Waller Creek Conservancy C/O Benz Resource Group 1101-B East 6th Street  Austin TX 78702	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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MICHVAN-01

EXHIBIT I  
DGHIGLIAZZA

DATE (MM/DD/YYYY)

05/30/2017

## CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (617) 328-6555	<b>FAX (A/C, No):</b> (617) 328-6888
	<b>E-MAIL ADDRESS:</b> boston@amesgough.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Charter Oak Fire Insurance Company A++ (XV)	25615
<b>INSURED</b>  Michael Van Valkenburgh Associates, Inc. 231 Concord Street Cambridge, MA 02138	<b>INSURER B:</b> Travelers Indemnity Co. of America A++, XV	25666
	<b>INSURER C:</b> Lexington Insurance Company A, XV	19437
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		680009H708658	05/01/2017	05/01/2018	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		BA4372L203	05/01/2017	05/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		CUP005D158369	05/01/2017	05/01/2018	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB4260T698	05/01/2017	05/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			031711009 031711009	05/01/2017 05/01/2017	05/01/2018 05/01/2018	Per Claim \$ 5,000,000
							Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
All Coverages are in accordance with the policy terms and conditions.

RE: MVVA project #12003 - Waller Creek

Waller Creek Conservancy and the City of Austin shall be listed as additional insured with respects to general, auto, and umbrella liability where required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

<b>Waller Creek Conservancy</b> <b>C/O BENZ RESOURCE GROUP</b> <b>1101-B EAST 6TH STREET</b> <b>Austin, TX 78702</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b> 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Wortham San Antonio Inc. 131 Interpark Blvd. San Antonio, TX 78216  www.worthaminsurance.com  <b>INSURED</b> Zachry Construction Corporation P.O. Box 33240 San Antonio TX 78265-3240	<b>CONTACT NAME:</b> Karen Bohannon <b>PHONE (A/C, No, Ext):</b> 210-249-2370 <b>FAX (A/C, No):</b> 210-223-2806 <b>E-MAIL ADDRESS:</b> karen.bohannon@worthaminsurance.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B: Ironshore Europe Limited</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: Ironshore Europe Limited		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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## COVERAGES

CERTIFICATE NUMBER: 35380580

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																															
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GLO5967261-09	5/1/2017	5/1/2018	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$</td><td>2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>2,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$</td><td>10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$</td><td>2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$</td><td>4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>4,000,000</td></tr> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td></td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr> </table>	EACH OCCURRENCE	\$	2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	2,000,000	MED EXP (Any one person)	\$	10,000	PERSONAL & ADV INJURY	\$	2,000,000	GENERAL AGGREGATE	\$	4,000,000	PRODUCTS - COMP/OP AGG	\$	4,000,000	COMBINED SINGLE LIMIT (Ea accident)	\$		BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$	
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A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC5967263-09 All States Except: ND, OH, WA, WY	5/1/2017	5/1/2018	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>2,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>2,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>2,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$	2,000,000	E.L. DISEASE - EA EMPLOYEE	\$	2,000,000	E.L. DISEASE - POLICY LIMIT	\$	2,000,000																		
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

15-046 Waller Creek Corridor Project  
 Certificate holder is additional insured on General Liability, and Excess Liability per forms attached (CG2010, Umb.COV.011)  
 General Liability coverage is Primary and Non-Contributory per form UGL1321ECW attached. Waiver of Subrogation applies per forms CG2404 and WC420304A. 30 Day Notice of Cancellation applies per forms UGL1446ACW and WC990533 attached  
 General Liability Deductible \$250,000. Workers' Compensation Deductible \$250,000

## CERTIFICATE HOLDER

## CANCELLATION

Waller Creek Conservancy  
 c/o Benz Resource Group  
 1101-B East 6th Street  
 Austin TX 78702

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John L. Wortham &amp; Son, L.P.

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ACORD 25 (2016/03)

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Date: 8/31/17  
 To: Terry Jungman, Parks and Recreation Department  
 From: John Rigdon, Waller Creek Conservancy  
 Re: Waterloo Park Art Infrastructure Interim Operations and Maintenance Plan

Terry,

The construction of the art infrastructure in Waterloo Park will commence in September 2017 and is expected to take 28 - 30 weeks to construct. Zachry Construction Company (ZCC) is under contract as the Construction Manager, carrying full responsibility for job site safety and erosion controls within their limit of work, defined in the attached exhibit 1 as the "Project Site." In addition, this project will carry its own general liability insurance as well as builder's risk insurance. The full Waterloo site construction fence is owned by the City of Austin will remain in place throughout.

It is anticipated that the full construction of Waterloo Park Project will begin before completion of the art infrastructure. As such, there should be no gap in WCC Contractor responsibility for all elements within the Project Site. Should any maintenance of the Project Site be needed, WCC will be responsible for that work.

Although there is no anticipated gap between completion of the Artwork Infrastructure and implementation of the Waterloo Park and Amphitheater Construction, should there be a delay, WCC will be responsible for maintenance of the Project Site. If necessary, WCC will reserve sufficient funds to undertake the following tasks within the Project Site:

- Site security – WCC contractor will be responsible for the security of the Project Site including keeping a secure access gate to the site.
- Landscape maintenance – Most of the Project Site is currently not covered in vegetation and not irrigated, which means there will likely be minimal mowing needs. However, any required maintenance within the Project Site will be the responsibility of WCC.
- Graffiti removal – including graffiti on the structured lawn and other areas inside Project Site.
- Tree maintenance – any need for tree maintenance will be done by WCC Contractors and be coordinated through PARD.

For areas of the park outside of the Project Site, but within the security fence and excluding the Tunnel inlet operating area, WCC will provide the following resources to assist City efforts to maintain the Park (see attached diagram identifying "Area 2" as this area):

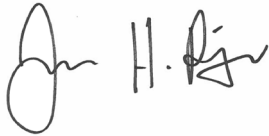
- Litter abatement - although the park will not be open the public, the site should still be clear of trash and debris. WCC agrees to conduct a monthly sweep of trash in Area 2.
- Site security monitoring – WCC and contractors will do regular walks of Area 2 and alert the appropriate authorities to any security issues
- Maintenance of the perimeter fence – repairs of damages to the perimeter fence including replacement of boards and graffiti abatement

The resources utilized for the efforts noted above also include our project manager and design team during their normal construction administration efforts, members of the Conservancy staff and WCC

contractors. The estimated costs of the above tasks, should a time gap between the two projects occur, is \$20,000. WCC will maintain a reserve of funding to dedicate to these efforts should project timing and need dictate

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "John Rigdon". The signature is stylized with a large initial "J" and a distinct "R".

John Rigdon  
Director of Planning and Design  
Waller Creek Conservancy

Project Site  
Area 2

