



Waller Creek Conservancy
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www.wallercreek.org

January 17, 2018

Mr. Tom Meredith
Vice President
Waller Creek Local Government Corporation

RE: Waller Creek District: Waterloo Cafe Design Development – Bidding Phase Plan

Dear Tom:

Enclosed herewith you will find the Waterloo Cafe Design Development Through Bidding Phase Plan covering professional services only. This Phase Plan for the Waterloo Cafe encompasses design development and construction documents work following the Waterloo Cafe Schematic Design Phase Plan and is concurrent with the Waterloo Park and Performance Venue construction documents phase (approved previously). The work product of this phase plan will include rendered drawings, CAD and PDF files and a cost estimate at each milestone. Please refer to the enclosed Exhibit F for a Project Budget including identification of funding sources.

The Joint Development Agreement, Section 3, identifies the documentation required for each proposed phase plan. The attached matrix identifies all of the submission requirements, 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

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

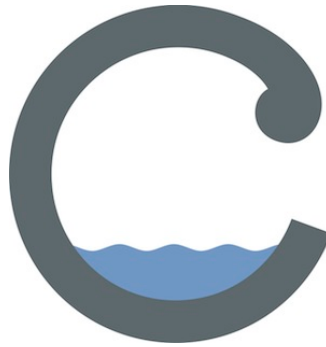
Mr. Tom Meredith
Vice President, LGC Representative
Waller Creek Local Government Corporation

Date

Waller Creek District

Waterloo Cafe

Design Development – Bidding Phase Plan



January 17, 2018

Waller Creek District:

**Waterloo Cafe
Design Development – Construction Documents Phase Plan**

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Waterloo Cafe Design Development - Bidding Phase Plan Proposal Checklist

✓	#	Section	Topic	Description	Notes
		Review, Approvals and Objections			
		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	1/17/18
		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 23
		Phase Plan Process			
	1	3.04.A.1	General	Exec Summary with narrative	Page 1
	1a			Schedule with milestones	Exhibit B, Page 8
	1b			Implementation Plan	Exhibits D-1 & D-2, Pages 13-19
	2	3.04.A.2 (i)	Identify Team	List all professionals and their discipline	Exec Summary, Pages 3-4
	2a	3.04.A.2 (ii)	Contracting Method	Proposed Construction Delivery Method	Exec Summary, Pages 3-4
	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	Graphic materials will be generated as a product of this scope of work.
	3	3.04.A.3	District Map	Map of District showing Limits of Phase Plan Area	Exhibit A, Pages 7
	4	3.04.A.4	Project Budget	All Phase Plan costs including allowances and contingencies	Exhibit F, Pages 20-21
	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	N/A - no construction is included in this scope of work.
	5	3.04.A.5	Cost Overrun Plan	Identify how any cost overruns will be funded	Exec Summary, Page 5
	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 4
	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 2
	9	3.04.A.9	MWBE Participation	Outline plan	Exhibit H, Pages 23-25
	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.	This work will be done within the scope of multiple phase plans as required utilizing a title company.
	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 26-28: bonding is not required for professional services
	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
	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

Waterloo Cafe Design Development - Bidding Phase Plan Proposal Checklist

✓	#	Section	Topic	Description	Notes
	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	Utility layouts will be produced as a scope of this work
	19	3.04.A.19	Operations and Maintenance	Identify operations and maintenance standards	N/A - none contemplated in this scope of work
	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	N/A - none contemplated in this scope of work
	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	No License Agreements anticipated 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 22
	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	N/A - none contemplated in this scope of work
	27	3.04.A.27	Public Accessibility	Identify public accessibility and provisions thereof	The proposed structure will be publicly accessible from Waterloo Park
	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	Initial discussions contemplated in this scope of work
	32	3.04.A.32	Other Relevant Info		

Waller Creek, Waterloo Cafe

January 17, 2018

EXECUTIVE SUMMARY and NARRATIVE

Waterloo Park is an 11-acre green space that will host a wide range of landscape experiences for play, leisure, and celebration of the natural environment. An accessible path network weaves through the site's dramatic topography, connecting a network of gardens, water features, gathering spaces, stands of mature trees, and a central "Clearing" – a grand new civic space for Austin. Waterloo is at the core of an urban district that is undergoing dramatic change. The Dell Medical School Campus, Brackenridge Hospital redevelopment, and the State Capitol Complex frame the site and create a constituency that infuses the park with daily activity. The greater Waller Creek trail system emerges into the park at 12th Street from the south and provides a flow of recreational visitors coming from downtown, Lady Bird Lake, and beyond.

The Waterloo Cafe will be nestled in the hillside on the western side of the park. The cafe will meaningfully embrace the park and coordinate closely with the landscape design, and meet the high design standards set by the Waller Creek Project. This phase plan undertakes the design development, construction documents, bidding, and permitting phases (permitting phase is limited to the building permit only) of the Waterloo Cafe, situated in Waterloo Park along Trinity Street near the 13th Street intersection (see **Exhibit A, Project Area Diagram**). Waterloo Park will encourage use by people of all ages and abilities at all hours of park use. Food service is a major driver of day-time park use and leads to longer park visits. With this in mind, the goal of a cafe in Waterloo Park is to provide the public with an amenity to enhance the park experience. Conceptually, the cafe will be highly accessible to park visitors. We are committed to providing options for foodservice, at an affordable price point, that meet the demands of all park patrons.

The design includes a to-go window that faces the park and a casual sit-down eating area with both indoor and outdoor seating. We want to provide a diversity of dining experiences to meet the needs of different park visitors. Furthermore, the cafe is fully integrated into the park landscape. The seating areas and the to-go service are accessible from the park. This will encourage all cafe visitors to experience the park and allow all park users easy access to food.

This phase plan does NOT include authorization to proceed into construction. This authorization will be sought from the LGC once bidding is complete and a guaranteed maximum price (GMP) is established. When this authorization is requested, the Proposing Party will include all of the documentation required according to the joint development agreement (JDA), including sources of construction funding and the operations and management plan. The intention is for the Waterloo Café to be constructed while the rest of the Park and Performance Venue are under construction, with concurrent opening dates.

This phase plan encompasses the following:

- Design Development of the Waterloo Cafe
- Construction Documents of the Waterloo Cafe
- Bidding and Permitting
- Close coordination with concurrent Parkland and Performance Venue designs (separate phase plan)

The scope of work includes the following tasks that will be led by Thomas Phifer and Partners (TPP) as the team lead and architect for the Waterloo Cafe

- Design Development (January – April 2018)
- Construction Documents, and Bidding and Permitting (May – October 2018)

This Phase Plan builds upon the work completed in the Waterloo Park Cafe Schematic Design phase, and will require continued coordination during the progression of the Waterloo Park Construction Documents Phase Plan. This Phase Plan will engage the challenging technical and regulatory issues on a site as complex as Waterloo Park.

The project will require extensive coordination with the Parks and Recreation Department (PARC) and the City of Austin Watershed Protection Department (WPD). Other City of Austin (COA) agencies that may require coordination include, but are not limited to: Development Services (DSD), the Public Works Department (PWD), City Legal, PARC Contracts, and the Office of Real Estate Services (ORES). These phases will also require close coordination with an operator or prospective operators for the Waterloo Cafe to establish the criteria and design requirements needed to maintain a park-centric and publicly accessible space while also becoming a revenue generator for the Waller Creek Conservancy.

All services performed under this Scope of Work shall be performed in accordance with the existing contractual agreements held by the Waller Creek Conservancy, 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 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 Design Development is three (3) months plus one (1) month of review and costing. The anticipated period for Construction Documents is four (4) months, with one (1) month of review and 6 weeks of bidding. A comprehensive Project Schedule is shown in **Exhibit B, Project Schedule**.

PROJECT IDENTIFICATION

Project Title: Waterloo Cafe Design Development through Bidding Phase (or Project)

Project Location: Waterloo Park, 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 (512-220-9542)

Responding Party:

City of Austin, Watershed Protection Department
Kristin K. Pipkin, kristink.pipkin@austintexas.gov (512-974-3315)
City of Austin, Parks and Recreation Department
Terry Jungman, terry.jungman@austintexas.gov (512-974-9479)

Other Contacts:

Waller Creek Conservancy
CEO: Peter Mullan, pmullan@wallercreek.org (512-541-3520)
Director of Planning and Design, John Rigdon, jrigdon@wallercreek.org (512-541-3520)
Capital Projects Manager, Kim Barker, kbarker@wallercreek.org (512-541-3520)

City of Austin, Planning and Zoning Department
Tonya Swartzendruber, tonya.swartzendruber@austintexas.gov (512-974-3462)

Architecture Team Lead:

Thomas Phifer and Partners (TPP) Founder: Thomas Phifer, tom@thomasphifer.com (212-337-0334)
TPP Director and Point of Contact: Andy Mazor, andrew@thomasphifer.com (212-337-0334)

Landscape Architecture Team Lead:

Michael Van Valkenburgh (MVVA) President and CEO: Michael Van Valkenburgh, michael@mvvainc.com (718-243-2044)
MVVA Principal: Gullivar Shepard, gshepard@mvvainc.com (718-243-2044)
MVVA Project Manager and Point of Contact: Tzufen Liao, tliao@mvvainc.com (718-243-2044)

CONSULTANT TEAM LIST:

The following subconsultants will be part of MVVA and TPP's design teams and the associated scopes, schedules, deliverables, budget, and fees are included in this proposal. Please see the updated organization chart in **Exhibit E, Organization Chart**.

Waterloo Cafe:

- Team Lead and Architect: Thomas Phifer and Partners (TPP)
- MEP Engineer: EEA
- Structural Engineer: AEC
- Geotechnical Engineering: Terracon
- Accessibility Consultant: Altura Solutions
- Team Lead and Landscape Architect: Michael Van Valkenburgh Associates, Inc. (MVVA)
- Local Landscape Architect: dwg
- Civil Engineer: Big Red Dog Engineering (BRD)
- Soil Scientist: Olsson Associates
- Irrigation Design: James Pole
- Project Management, Managing Party: Benz Resource Group

- Cost Consulting: Vermeulens Costs Consultants
- Surveying: McGray & McGray Land Surveyors

CONTRACTING METHOD

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

Architecture Team Lead, Thomas Phifer and Partners (TPP) and their subconsultants are currently working under a Master Services Agreement executed between the Waller Creek Conservancy (WCC) and TPP.

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.

All of the consultants identified by name in this Project were under agreement prior to the execution of the Joint Development Agreement (JDA) or have been selected utilizing methods that meet the City of Austin Ordinances for procurement of services.

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 January 2018 through October 2018.

TPP and MVVA team fees have been calculated based on the Schedule, which is shown in greater detail in **Exhibit B, Project Schedule**. In the event that the schedule outlined below is significantly extended at the request of the Client (beyond October 2018), reviewing agencies, or Contractor delays, the design team reserves the right to request additional fees.

It is our intention to include the Cafe within the Site Development Permit process for Waterloo Park. Because of this, the permitting durations shown in the project schedule refer to obtaining a building permit only. The team will include the cafe in the overall outreach strategy to the public and necessary boards and commissions for Waterloo Park. The Waterloo Park Cafe will submit for a building permit at the 90% CD deadline, which allows for 1.5 months to obtain the building permit.

GENERAL SCOPE OF SERVICE REQUIREMENTS

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

PROJECT BUDGET

Services will be performed on a “not-to-exceed” fee basis, assuming the schedule is not significantly extended beyond October 2018.

Exhibit F provides a detailed breakdown of the fees and the summary of the fees are as follows.

Waterloo Cafe DD-Bidding Phase

Professional Service Fees: \$402,256

Reimbursable Expenses: \$33,568

Allowances: \$25,000

Cost Overrun Reserve: \$50,000

Total: \$511,094

Grand Total of fees, reimbursable expenses and allowances for Waterloo Cafe DD-Bidding Phase Plan: \$511,094

For the **Waterloo Cafe**, the Waller Creek Conservancy will contribute 100% of the total, for an amount not to exceed \$511,094.

Please see the Project Budget in **Exhibit F** for more detail.

Upon approval of regularly submitted invoices, the Conservancy will disburse payment accordingly. **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 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.

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

LIST OF EXHIBITS – Waterloo Cafe Design Development through Bidding Phase Plan

EXHIBIT A	Project Area Diagram
EXHIBIT B	Project Schedule
EXHIBIT C	Team Scope Matrix
EXHIBIT D	Implementation Plan
EXHIBIT E	Organization Chart
EXHIBIT F	Project Budget – Fee and Expense Summary
EXHIBIT G	Capital Needs Projection
EXHIBIT H	JDA Procurement Requirements
EXHIBIT I	Insurance Certificates

SUPPORTING DOCUMENTATION (under separate cover)

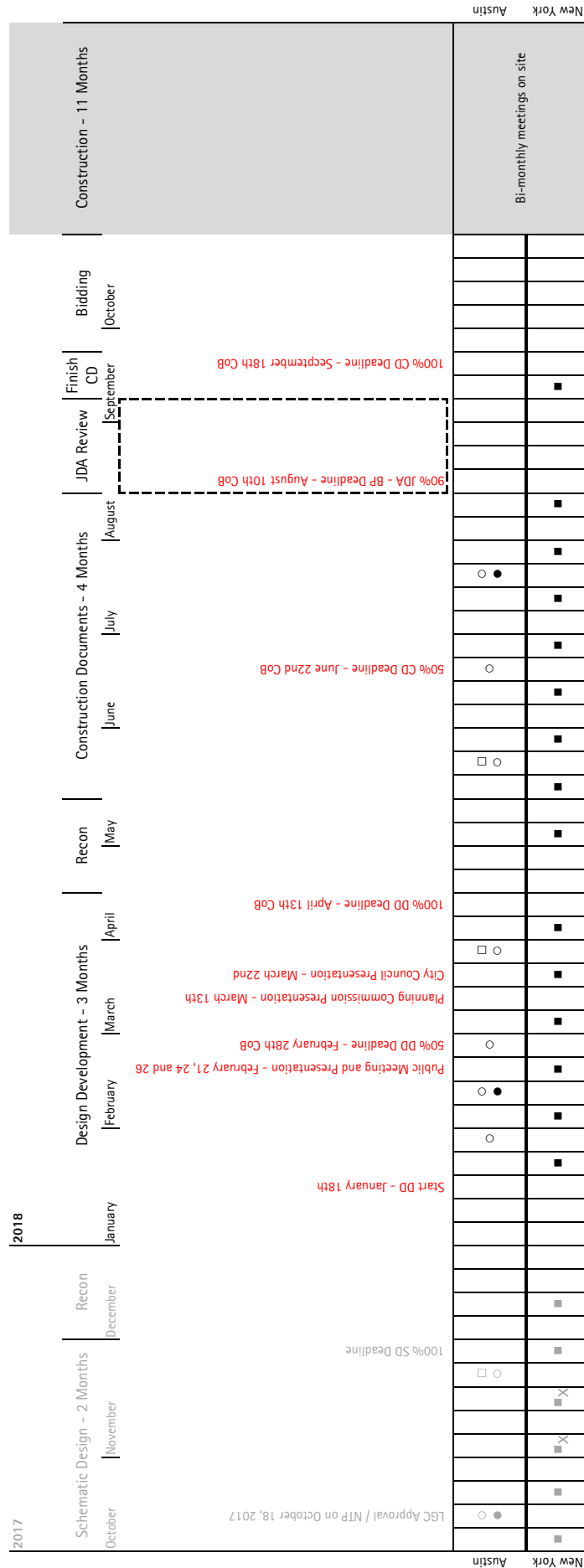
EXHIBIT J	TPP Fee and Expense Summary
EXHIBIT K	EEA Consulting Engineers (Interiors) Proposal
EXHIBIT L	Architectural Engineers Collaborative (AEC) Proposal
EXHIBIT M	Terracon Proposal
EXHIBIT N	Altura Solutions Proposal
EXHIBIT O	MVVA Team Fee
EXHIBIT P	dwg Proposal
EXHIBIT Q	Big Red Dog (BRD) Proposal
EXHIBIT R	Olsson Associates Proposal
EXHIBIT S	EEA Consulting Engineers (Civil) Proposal
EXHIBIT T	James Pole Proposal
EXHIBIT U	Benz Resource Group
EXHIBIT V	Vermeulens Cost Consultants Proposal

WATERLOO CAFE
Project Area Diagram



01/05/2018

Waterloo Park Cafe
Thomas Phifer and Partners
Construction Document Schedule



Reconciliation Phase: Includes action items for cost review, city review and other departmental reviews as needed for each phase. Thomas Phifer and Partners will assist in meetings with the city, cost consultants and any board meetings deemed necessary by the WCC.

Waterloo Park Cafe
Thomas Phifer and Partners
Task Matrix

Thomas Phifer and Partners will provide lead project management and be the primary point of contact for the park Cafe team. Weekly project coordination meetings in New York City and telecommunication video conference calls with local consultant teams will occur on a weekly and daily basis. Meetings in Austin are also included in this task.

	Thomas Phifer and Partners	Mechanical, Electrical and Plumbing	Structural Engineering	Lighting Consultant	Civil Consultant	TAS ADA Review	Operator's Interior Architect
Architectural/Engineering Services	•	•	•	•	•	•	•

Scope of Work

A Task Items

Project Management
COA/WCC Meetings (Austin)
Bi-Weekly Consultant Meetings
Presentation to Board Members

Building Code Analysis

Meet with City of Austin to review project requirements
Determine schedule of permit applications/approvals

Waterloo Park Cafe
Thomas Phifer and Partners
Task Matrix

Thomas Phifer and Partners will provide lead project management and be the primary point of contact for the park Cafe team. Weekly project coordination meetings in New York City and telecommunication video conference calls with local consultant teams will occur on a weekly and daily basis. Meetings in Austin are also included in this task.

Scope of Work

A Task Items

Architectural/Engineering Services	Thomas Pifer and Partners	Mechanical, Electrical and Plumbing	Structural Engineering	Lighting Consultant	Civil Consultant	TAS ADA Review	Operator's Interior Architect
	●	●	●	●	●		●
	●	●	●		●	●	●
	●	●		●			●
	●	●	●	●			●
	●	●				●	
	●	●	●				

Task 1: Design Development (3 months)

	Project Management & Meetings	Project Management	Bi-weekly WCC (Go/No) Meetings	Team Coordination Calls (as needed)	Cafe Green Roof Design	Architectural Coordination and Input on Edge Detailing	Planting	Soils	Irrigation	Utility Coordination	Water Quality	Water Quality Strategies and Integration into Drawings	100% Design Development	Cost Estimation/Value Engineering	Cost Estimate Support (at 100% DD)	Value Engineering Review and Comment Only	Permitting	Site Plan Correction	LEED	Coordination with Owner-provided Consultant
MVVA landscape architecture/team lead	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
dwg. local landscape architecture		-	X	X	X	X	X	-	X	-	X	X	X	X	X	-	-	-	-	-
BRD civil engineering		-	X	X	X	X	-	-	-	X	X	X	X	X	X	X	X	X	X	X
EEA MEP		-	X	X	X	X	-	-	-	X	-	X	X	X	X	X	-	-	-	-
James Pole Irrigation		-	X	X	X	X	-	-	X	-	X	X	X	X	X	X	X	X	X	X
Olsson soil science		-	X	X	X	X	-	X	-	-	-	-	X	X	X	X	X	X	X	X

TASK 2: Construction Documents (4 months)

	Project Management & Meetings	Project Management	Bi-weekly WCC (Go/No) Meetings	Team Coordination Calls (as needed)	Cafe Green Roof Design	Architectural Coordination and Input on Edge Detailing	Planting	Soils	Irrigation	Utility Coordination	Water Quality (tie-in to existing or proposed for Parking)	Drawings	50% Construction Documents	90% Construction Documents	100% Construction Documents	Cost Estimation/Value Engineering	Value Engineering Review and Comment Only	Specifications	Draft Specifications (50%)	Final Specifications (100%)	Permitting	Site Plan Correction	LEED	Coordination with Owner-provided Consultant
MVVA landscape architecture/team lead	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
dwg. local landscape architecture		X	-	X	X	X	X	-	X	-	X	X	X	X	X	X	X	X	X	X	X	-	-	-
BRD civil engineering		X	-	X	X	X	-	-	-	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
EEA MEP		X	-	X	X	X	-	-	-	X	-	X	X	X	X	X	X	X	X	X	X	-	-	-
James Pole Irrigation		X	-	X	X	X	-	-	X	-	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Olsson soil science		X	-	X	X	X	-	X	-	-	-	X	X	X	X	X	X	X	X	X	X	-	-	-

TASK 3: Bidding/Negotiation (6 weeks)

	Bidding/Negotiation	Assist with Review of Bids	Addenda and Contractor RFI Responses
MVVA landscape architecture/team lead	X	X	X
dwg. local landscape architecture	X	X	X
BRD civil engineering	X	X	X
EEA MEP	X	X	-
James Pole Irrigation	X	X	X
Olsson soil science	X	X	-

EXHIBIT D: IMPLEMENTATION PLAN**Design Development, Construction Documents, and Bidding and Permitting of the Cafe
January 2018 through October 2018**

The Cafe phases will be 3 months for Design Development, 4 months for Construction Documents and 2 months for Bidding and Permitting. There will be a three-week costing period at the end of the Design Development and Construction Document phases. At the end of Construction Documents, two months are allocated for Bidding and Negotiations, Pricing and Reconciliation and finalizing the building permit. At 90% Construction Documents the drawings will be issued to the building department to start the permitting process.

The design team, led by Thomas Phifer and Partners (TPP) and will advance the Cafe design, roof element and park bathrooms and other interior programmatic requirements, which was established during Schematic Design Phase. During the Design Development phase, TPP will continue to work with their consultants to provide a well-conceived piece of architecture that will integrate the exterior and interior into a seamless architectural concept.

This project will meet the requirements for LEED Silver rating. All the consultants have previous experience with this requirement.

Architectural Services**Design Development Phase**

We will assemble the design development documents consisting of drawings, renderings and other documents necessary to describe the project's complete material scope. The specified consultants, selected by Thomas Phifer and Partners, will develop integrated plans for structural systems, mechanical systems, lighting systems, kitchen consultants and other specialized trades necessary for the project. The coordinated documents of this phase will be suitable for submission for approval to local building authorities and architectural review entities.

Construction Document Phase

Based on approval of the design development documents, we will prepare construction documents consisting of drawings and specifications that provide detailed requirements for the project's construction. These documents will include our fully integrated architectural drawings along with structural, mechanical, lighting systems, and other specialized trade documents prepared by specified consultants. We will provide coordinated documents required for government approvals, exclusive of the document filing with government agencies. We will assist the contractor during this phase to periodically update the cost estimate to reflect the project's development.

Drawings/Deliverables

Drawings will be submitted in .pdf format unless otherwise noted. Conversion to other file formats is not included in this scope. At each project milestone, drawings will be submitted to WCC/COA for review. As required by the JDA, a 90% CD

package will be delivered for review and will also be submitted by Thomas Phifer and Partners for the building permit, allowing 3 months to obtain the building permit.

The following consultants will produce drawings for all phases and will participate in QA/QC review of these drawings.

Engineering Services

- Architectural Engineering Collaborative (AEC) (Structural)

For Design Development AEC will continue to design and define the structural engineering framing systems. Prepare documents as appropriate to describe the framing system. Coordinate the structural engineering work with the Architect and other building consultants. Provide electronic files of the structural documents for reciprocal coordination by other team members.

For Construction Documents AEC will continue to design and define the structural engineering framing systems. Prepare documents for construction including drawings and specifications. Coordinate the structural engineering work with the Architect and other building consultants. Provide electronic files of the structural documents for reciprocal coordination by other team members. As specifically requested, provide structural design of miscellaneous metal fabrications detailed and specified by the Architect for the Cafe fit-out.

- EEA Consulting Engineers (MEP)

The scope of our work is to provide mechanical, electrical, special systems, and plumbing consulting engineering services, produce design documents suitable for construction and permitting, and provide basic construction phase engineering services. See EEA's proposal for all services related to this project for further information.

- Terracon (Geotechnical)

For Schematic Design Terracon, following geotechnical task is to consist of iterative assessment and analysis of foundations, subgrade preparation, and earth pressures. An initial foundation options for the design teams review based on earth pressure information.

For Design Development. Terracon plans to continue to develop and prepare recommendations for the geotechnical-related aspects of the project. Terracon also plans to perform reviews of the DD drawing/specification packages prepared by the design team and then to provide comments and recommendations including, but not limited to, identifying key coordination issues and mark-ups on drawings.

For Construction Documents Terracon plans to revise/modify (when and if necessary) recommendations for the geotechnical-related aspects of the project. Terracon also plans to perform reviews of the CD drawing/specification packages prepared by the design team and then to provide comments and recommendations including, but not limited to, identifying key coordination issues and mark-ups on drawings.

Bidding & Negotiations

For all consultants:

Assist the Architect in the preparation of Bid Documents.

Assist the Architect in evaluation of bids for completeness and correctness.

Provide responses to RFI's during the procurement and bidding process.

Determine and assist with additional alternates if required to maintain budget or create a cost savings.

Project Management and Meetings

Thomas Phifer and Partners will provide lead project management and be the primary point of contact for the design team associated with the Cafe, in addition to coordinating among sub-consultants (via bi-weekly team calls) and with WCC. Sub-consultants have only scoped internal project management needs.

Cost Estimation / Value Engineering

This scope includes review of one (1) cost estimate per phase which will be provided by the Vermeulens. Items identified for value engineering will be incorporated into each phase accordingly.

EXHIBIT D: IMPLEMENTATION PLAN

Waterloo Café Green Roof and Site Coordination (MVVA Team)

This Plan encompasses the Design Development, Construction Documents and Bidding phases of the landscape and site support for the Café within the Parkland scope of work for Waterloo Park (between 12th and 15th Streets) as shown in the **Exhibit A, Project Area Diagram**. The MVVA Team's scope will include the design of a green roof for the Café, utility coordination, site adjustments, WQ Controls, and site permitting (see *Scope by Phase* matrices attached). The MVVA Team will coordinate as needed with the Café design team, led by Thomas Phiher and Partners (TPP).

The goal of this project is to achieve LEED Silver Certification. The MVVA Team will coordinate with the Owner-provided LEED Consultant and provided documentation as needed, however it is assumed LEED commissioning will be performed by others. It is also assumed that the LEED boundary for the café is limited to the building and its green roof (and associated irrigation system). Any adjustments to this boundary may result in a request for additional services.

Task 1: Design Development

January through April 2018 (3 months)

The Design Development Phase will last for 3 months, and is followed by a 1-month Cost Estimating Reconciliation and Review period. During this phase, the design team will advance the design of the green roof concept established during Schematic Design, incorporating any items identified for value engineering in the costing period following the SD phase. In addition, the design team will perform ongoing work on utility coordination, WQ controls and SDP revisions. The MVVA team will continue to coordinate with the TPP team, and will participate in bi-weekly GoTo meetings with WCC. The design team will also coordinate with the Owner-provided LEED consultant and supply support documentation as needed.

Drawings will be submitted in .pdf format unless otherwise noted. Conversion to other file formats is not included in this scope. A 100% Design Development drawings will be provided to TPP to be included under their cover and submitted as one package for WCC to review.

The following consultants will produce drawings for the Design Development package and will participate in QA/QC review of these drawings.

- MVVA (landscape architect and team lead)
 - Green roof layout plan
 - Planting plans and lists
 - Soil layout plan
 - Green roof sections
 - Fine grading plan
- DWG (local landscape architect)
 - QA/QC
- BRD (civil engineer)
 - Site utility plan

- EEA (MEP engineer)
 - Site power plan
- James Pole (irrigation designer)
 - Irrigation plan
- Olsson (soil scientist) *to be included with MVVA drawings*
 - Soil profile details

Cost Estimation/Value Engineering

This task includes review of one (1) cost estimate to be provided by the owner within four (4) weeks of the 100% Design Development submission. The MVVA team will participate in one (1) round of value engineering, during which a maximum of one (1) pricing scenario for a specific design alternative will be provided. Items identified for value engineering will be incorporated into the Construction Document drawings.

Task 2: Construction Documents

May through September 2018 (4 months)

The Construction Documents period will last for 4 months. During this phase, the MVVA Team will finalize the design of the green roof, incorporating comments received at the end of the Design Development Phase and any items identified for value engineering in the costing period following the DD phase. In addition, the design team will finalize utility coordination, WQ controls and SDP revisions (if needed), as well as continue to coordinate with the Owner-provided LEED consultant and supply support documentation as needed.

Deliverables

- 50% Construction Document drawings and draft specifications
- 90% Construction Document drawings and draft specifications
- 100% Construction Document drawings and specifications

Drawings will be submitted in .pdf formats unless otherwise noted. Conversion to other file formats is not included in this scope. Drawings and specifications will be provided to TPP to be included under their cover and submitted as one package for WCC to review. As required by the JDA, a 90% CD package will be delivered for review and the design team will provide drawings to be included in the Building Permit application (by others) as needed.

The following consultants will produce drawings and specifications for the Construction Document phase, and will participate in QA/QC review of these drawings and specifications:

- MVVA (landscape architect and team lead)
 - Green roof layout plan
 - Planting plans and lists
 - Soil layout plan
 - Green roof sections
 - Fine grading plan
- DWG (local landscape architect)
 - QA/QC

- BRD (civil engineer)
 - Site utility plan
- EEA (MEP engineer)
 - Site power plan
 - Fixture and panel schedules
- James Pole (irrigation designer)
 - Irrigation plan
- Olsson (soil scientist) *to be included with MVVA drawings*
 - Soil profile details

Specifications

MVVA will lead and oversee the production of project specifications. The consultants that will contribute directly to this effort (either through selecting appropriate standard specifications or project-specific modifications) will be:

- MVVA (landscape architect and team lead)
- DWG (local landscape architect)
- BRD (civil engineer)
- Olsson (soil science)
- EEA (MEP)
equipment/material specifications will be included on the plans in lieu of a separate specifications document
- James Pole (irrigation)

Cost Estimation/Value Engineering

This task includes review of one (1) cost estimate to be provided by the owner within four (4) weeks of the 50% CD Submission. The MVVA team will participate in one (1) round of value engineering, during which a maximum of one (1) pricing scenario for a specific design alternative will be provided. Items identified for value engineering will be incorporated into 100% Construction Document drawings.

Task 3: Bidding

August through October 2018

Participation in the bidding and negotiation process for the landscape portion of the project, including the following:

1. Preparation of addenda as required to clarify documents and to respond to Contractor's inquiries about the landscape documents during bidding.
2. Assistance in the review of bids and selection of the site and landscape contractors.
3. Attendance at pre-bid conferences is not included.

Task 4: Permitting and Approvals

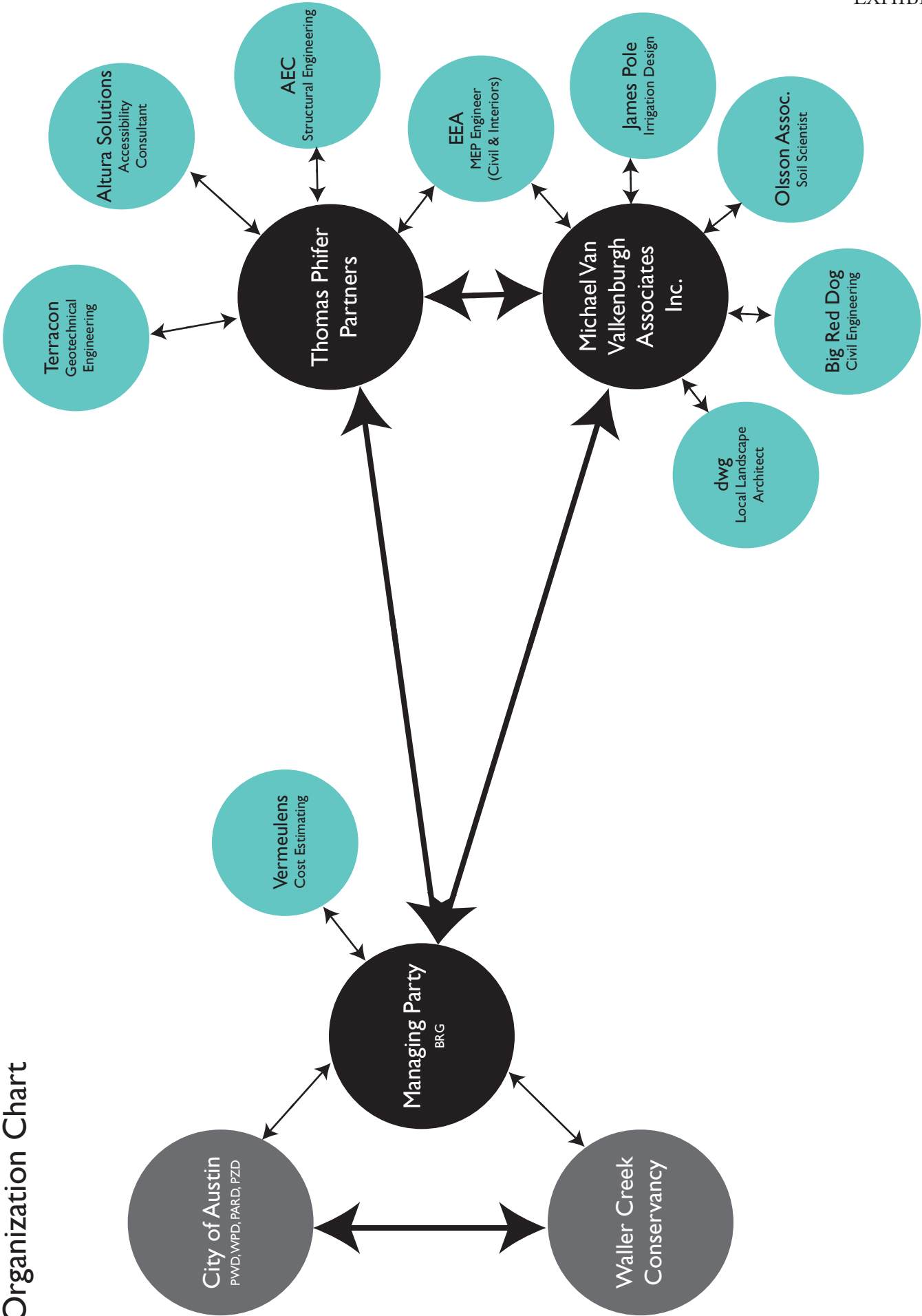
This proposal assumes that the Café is being permitted by the COA as part of the Waterloo park site development permit and that there will not be a separate site development permit for the café building.

Big Red Dog's proposal includes a permitting fee amount that will only be needed in the event that an additional correction is required (as a result of the Café project) to process any changes to the site plan that are not included in the permitted site development permit plans.

Assumptions/Exclusions

- Written comments on design iterations and to critical path programmatic decisions posed by the design team will be provided to the design team by WCC representatives in a timely manner in order to maintain the client-requested Design Schedule.
- Travel to Austin is not included in this scope of work. MVVA will be available to participate in meetings in Austin if they are concurrent with travel to Austin for other phases of work.
- Excluded from this scope is any work in the Trinity Street R.O.W. to accommodate street-level access or an accessible public route.
- Additional lighting design other than the deck lighting (provided as part of the Parkland project) is excluded from this proposal.
- MVVA will provide support graphics to TPP, but will not participate in any presentations to the Planning and Design Committee, LGC, or any stakeholder outreach meetings.

Organization Chart



Waterloo Park Cafe DD-Bidding Phase Plan	
Project Budget Summary	
Cafe DD-Bidding	
Professional Services Fees	\$ 402,526
Reimbursable Expenses	\$ 33,568
Allowances	\$ 25,000
Cost Overrun Reserve	\$ 50,000
	\$ 511,094
Total Phase Plan	\$ 511,094
see detail attached	

Waterloo Park Cafe DD-Bidding Phase Plan					
Project Budget					
Cafe DD - Bidding	DD Fee	CD Fee	Bidding Fee	Permitting Fee	Reimbursables
TPP Team	\$ 76,480	\$ 148,440	\$ 16,360	\$ -	\$ 28,200
MVVA Team	\$ 32,170	\$ 34,910	\$ 3,801	\$ 10,250	\$ 3,200
BRG Project Management Fees	\$ 14,190	\$ 20,000	\$ 20,000	\$ 13,425	\$ 2,168
VCC Cost Estimating	\$ 6,500	\$ 6,000	\$ -	\$ -	\$ -
TOTALS (Professional Services)	\$ 129,340	\$ 209,350	\$ 40,161	\$ 23,675	\$ 33,568
Sustainability Certification Allowance	\$ -				
Operator Coordination Allowance	\$ -				
Permitting Fee Allowance	\$ 25,000				
Materials Testing Allowance	\$ -				
Construction Auditing Allowance	\$ -				
Commissioning Allowance	\$ -				
TOTALS (Allowances)	\$ 25,000				
Cost Overrun Reserve	\$ 50,000				
Summary					
Professional Services Fees (DD-Bidding)	\$ 402,526				
Allowances	\$ 25,000				
Reimbursable Expenses	\$ 33,568				
Cost Overrun Reserve	\$ 50,000				
	\$ 511,094				

Waterloo Cafe
Design Development - Bidding Phase Plan
Capital Needs Projections

	Total Fees *	Total Reimbursable Expenses
	\$ 427,526	\$ 33,568
Months	Fees	Reimb Exp
1	\$ 10,000	\$ 1,000
2	\$ 25,000	\$ 2,500
3	\$ 50,000	\$ 5,000
4	\$ 75,000	\$ 5,000
5	\$ 100,000	\$ 5,000
6	\$ 75,000	\$ 5,000
7	\$ 50,000	\$ 5,000
8	\$ 25,000	\$ 2,500
9	\$ 10,000	\$ 1,500
10	\$ 7,526	\$ 1,068
	\$ 427,526	\$ 33,568
* 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 10th 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 1st through December 31st (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	



MICHVAN-01

DGHIGLIAZZA

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
05/30/2017

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).

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

INSURED

Michael Van Valkenburgh Associates, Inc.
 231 Concord Street
 Cambridge, MA 02138

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	X 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"/> PRO-JECT <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	X AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <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	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR X EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE 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 <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	05/01/2017	05/01/2018	Per Claim \$ 5,000,000
C				031711009	05/01/2017	05/01/2018	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

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
---	---

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 6/1/2017

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

PRODUCER Prosurance Brokerage Associates Inc. 111 Broadway Suite 1404 New York NY 10006	CONTACT NAME: John Fitzpatrick PHONE (A/C, No, Ext): (212) 693-1550 FAX (A/C, No): (212) 406-0924 E-MAIL ADDRESS: Jfitzpatrick@Proredinsure.com														
INSURED Thomas Phifer and Partners, L.L.P. 180 Varick Street New York NY 10014	<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: Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER B: Continental Casualty</td> <td>20443</td> </tr> <tr> <td>INSURER C: RLI Insurance Company</td> <td>13056</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: Transportation Insurance Company	20494	INSURER B: Continental Casualty	20443	INSURER C: RLI Insurance Company	13056	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Transportation Insurance Company	20494														
INSURER B: Continental Casualty	20443														
INSURER C: RLI Insurance Company	13056														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER MASTER COI

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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1080405182	1/16/2017	1/16/2018	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
							MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1080405182	1/16/2017	1/16/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2094134385	1/16/2017	1/16/2018	EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	WC1-80405196	1/16/2017	1/16/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
C	DESIGN PROFESSIONAL LIABILITY INSURANCE			RDP0026653	10/18/2016	10/18/2017	\$5,000,000 Per Claim \$50,000 Per Claim Ded. \$5,000,000 Annual Aggregate	

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

All Projects

Additional Insured: Waller Creek Conservancy and Benx Resource Group.

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

David Hickman/DHICK

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ACORD 25 (2014/01)

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INS025 (2014/01)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2017

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).

PRODUCER Central Insurance Agency 6000 N. Lamar Blvd Austin TX 78752		CONTACT NAME: Jesse Sanchez PHONE (A/C, No, Ext): (512)451-6551 FAX (A/C, No): (512)454-0183 E-MAIL ADDRESS: jsanchez@centralins.com															
INSURED Benz Resource Group, Inc. 1101b E 6th St Austin TX 78702		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Ohio Casualty Ins</td> <td>24074</td> </tr> <tr> <td>INSURER B : Trumbull Ins Co</td> <td>27120</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> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Ohio Casualty Ins	24074	INSURER B : Trumbull Ins Co	27120	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER: 2017/18 BOP 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BZO58029487	09/15/2017	09/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ IDRC \$ 25,000
A	AUTOMOBILE LIABILITY <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			BZO58029487	09/15/2017	09/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	65WBCAP2269	06/09/2017	06/09/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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	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
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