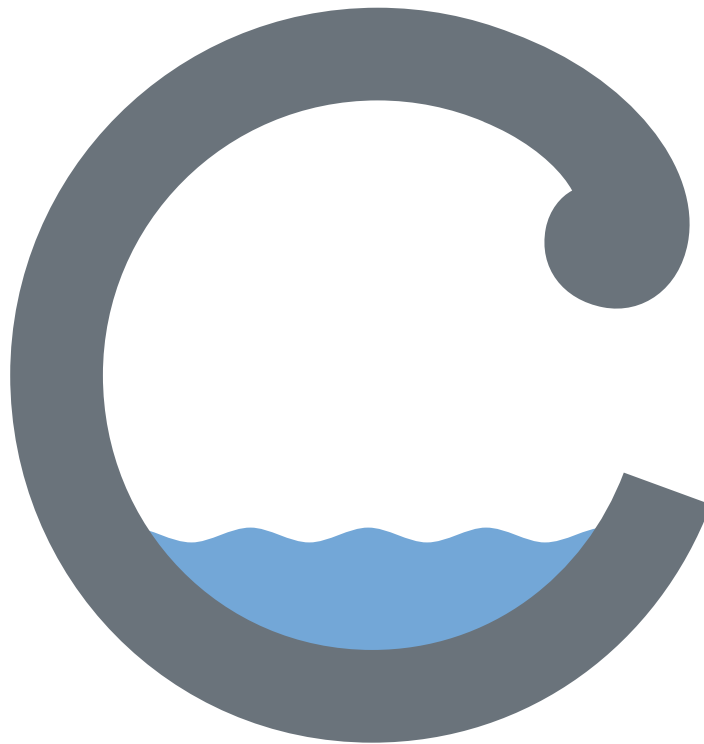


Waller Creek District

ADDENDUM TWO TO THE WATERLOO CONSTRUCTION PHASE PLAN

Proposing Party: Waller Creek Conservancy



12 June 2019



Waller Creek Conservancy
PO Box 12363
Austin, Texas 78711
512-541-3520
www.wallercreek.org

12 June 2019

Ms. Melba Whatley
Vice President
Waller Creek Local Government Corporation (LGC)

RE: Waller Creek District: Addendum Two to the Waterloo Construction Phase Plan

Dear Melba:

Enclosed herewith you will find Addendum Two to the Waterloo Construction Phase Plan which adds the construction of a bypass structure to allow for small storm diversion from the Waller Creek Tunnel, located in the southeastern corner of Waterloo Park, called the "Inlet Bypass." Please refer to the enclosed Exhibit E for a Project Budget including identification of funding sources.

Addendum Two to the Waterloo Construction Phase Plan includes the construction of a junction box, bypass culvert, outfall structure, modifications to the Eco-weir, a new concrete stairway, and other improvements related to the Inlet Bypass work. This work is within Waterloo Park at the southeast corner near 12th and Red River Street, see Exhibit A Project Area Diagram. This work will be concurrent with the work contained in the *Waterloo Construction Phase Plan* approved by the LGC in December 2018, and *Addendum One* to the original Phase Plan approved in February 2019.

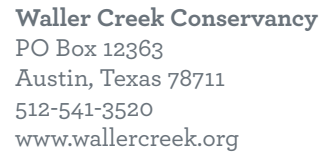
The Joint Development Agreement, Section 3, identifies the documentation required for each proposed phase plan. The attached checklist identifies all of the submission requirements including those applicable to this Phase Plan and where they can be found in this document.

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

Date



Ms. Melba Whatley Vice President Waller Creek Local Government Corporation LGC Representative	Date
---------------------------------------------------------------------------------------------------------------	------

Ms. Lisa Storer
Waller Creek District Program, Project Manager
Parks and Recreation Department, City of Austin
Responding Party/City Representative

Waller Creek District
ADDENDUM TWO TO THE WATERLOO CONSTRUCTION PHASE PLAN

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SUPPORTING SUPPLEMENTAL DOCUMENTATION	Separate document

WALLER CREEK PHASE PLAN PROPOSAL CHECKLIST

Project: Waller Creek District –

ADDENDUM TWO TO THE WATERLOO CONSTRUCTION PHASE PLAN

PAGE #	JDA SECTION*	TOPIC	DESCRIPTION	EXHIBITS
na	3.03 B.	Responding Party Review	Complete before submission to LGC	
na		Cover Letter		
na		Front Cover	Add before submission to LGC	
na		Table of Contents		
na		Check List		
1	3.04 A.1	General	Exec Summary - general outline of the project	
3, 10			Schedule with milestones & projected completion	Exhibit B
12			Implementation plan	Exhibit D
4, 11	3.04 A.2 (i)	Identify Team	List all professionals and their discipline	Exhibit C
2	3.04 A.2 (ii)	Construction Delivery Method	Proposed Construction Delivery Method	
4	3.04 A.2 (iii)	Designate the Reviewer of Construction Schedule	Project Director or Managing Party	
	3.04 A.2 (iv)	Design Material	Prelim site plans, architectural plans, elevations, other design materials	
9	3.04 A.3	Project Map	Map of District showing Limits of Phase Plan Area	Exhibit A
4, 15	3.04 A.4	Project Budget	All Phase Plan costs including allowances and contingencies	Exhibit E
		Including:	List of funding sources	
5			List where funds are to be held	
5			List constraints on use of funds	
7			Post construction budget - capital repairs, operating and maintenance budgets	
5	3.04 A.5	Cost Overrun Plan	Identify how any cost overruns will be funded	
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	
6	3.04 A.7	Third Party Agreements	Outline any third-party agreements that will need to be obtained	
6, 17	3.04 A.8	Procurement Process Requirements	If funded in part by the City, comply with City Code and other applicable law	Exhibit G
			Local Government Code Sections 252 and 271	
			Texas Transportation Code Chapter 432	
6	3.04 A.9	MWBE Participation	If funded in part by the City, outline plan	
6, 20	3.04 A.10	Public Improvement Projects/Approvals and Permits	Identify responsibilities for obtaining approvals from Government Authorities for design and construction	Exhibit H
7	3.04 A.11	Operations & Maintenance	Plan for obtaining approvals/permits and for paying for operations and maintenance	

WALLER CREEK PHASE PLAN PROPOSAL CHECKLIST

PAGE #	JDA SECTION*	TOPIC	DESCRIPTION	EXHIBITS
7	3.04 A.12	ID and Mapping Easements	Identify and map all easements and other real property interests	
5	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	
7, 41	3.04 A.14	Insurance and Bonding	Provision of insurance and bonding in Article 9	Exhibit J
7	3.04 A.15	Use by City	Identify terms for use by the City	
7	3.04 A.16	Activities and Rates	Identify activities by groups	
7	3.04 A.17	Maintenance in ROW's	Identify of maintenance of District ROW's	
7	3.04 A.18	Utilities	Identify how utilities will be provided, cost of services, metering etc	
7, 22	3.04 A.19	Operations and Maintenance	Identify operations and maintenance standards	Exhibit I
7	3.04 A.20	Revenue Source and Fees	Create a pro forma re fees, licensing to cover Operation Expenses	
8	3.04 A.21	Commercial Design Standards	Identify if Comm Design Stds apply or waived	
8	3.04 A.22	License Agreements	Identify if License Agreements apply	
8	3.04 A.23	Naming Rights	Identify any license agreements necessary for naming rights	
8	3.04 A.24	Change in Ownership	Identify if there is a proposed change in ownership of a Public District Site	
8, 16	3.04 A.25	Capital Needs Timing	Identify the capital needs timing for City Planning purposes	Exhibit F
8	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	
8	3.04 A.27	Public Accessibility	Identify public accessibility and provisions thereof	
2, 8	3.04 A.28	Timing of transfers	Identify timing of transfers of improvements and land	
8	3.04 A.29	Maintain natural space	Identify the ways projects will be designed to maintain natural space	
8	3.04 A.30	Maintain flexibility of City owned properties	Identify how the flexibility of City Owned properties will be maintained	
8	3.04 A.31	Issues related to alcohol use	Identify any desired exemptions of City Code or park rules	
na	3.04 A.32	Other Relevant Info		

*THIS CHECKLIST IS BASED ON THE **APRIL 16, 2014** WALLER CREEK DISTRICT JOINT DESIGN, DEVELOPMENT, MANAGEMENT AND OPERATION AGREEMENT (JDA)

ADDENDUM TWO TO THE WATERLOO CONSTRUCTION PHASE PLAN

Project Identification:

Title: Addendum Two to the Waterloo Construction Phase Plan (or “Phase Plan”)

Location: Waterloo Park –

Between 12th-15th Street south to north, and Red River-Trinity Street east to west along Waller Creek, and more specifically, the Addendum Two scope is located in the southeast corner of the project along Waller Creek near 12th and Red River Streets (see Exhibit A, Project Area Diagram)

Date: 12 June 2019

Unless otherwise specified herein, section reference shall refer to that certain Joint Design Development, Management and Operation Agreement by and among the City of Austin (“City”), Waller Creek Conservancy (“WCC”) and Waller Creek Local Governmental Corporation (“LGC”), dated April 16, 2014 (the “JDA”).

EXECUTIVE SUMMARY (3.04 A.1)

The Waller Creek Chain of Parks includes a one-and-a-half mile urban, riparian ecosystem that meanders southward from Waterloo Park at 15th Street, along the eastern edge of downtown Austin, ending at Lady Bird Lake. Once complete, the Waller Creek project will total 37 acres of connected urban green space and will feature four distinct beautifully designed park spaces, pedestrian and bicycle paths, a revitalized creek, and other urban amenities – a place where the environment, culture, health, adventure, and diversity converge. The revitalized Waller Creek will renew the natural environment, foster the creative arts, and nourish authentic and uplifting experiences that reflect Austin’s diversity and dynamic spirit.

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. 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. 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 or Great Lawn” – a grand new civic space for Austin. The central clearing opens toward a Performance Venue (Moody Amphitheater), a permanent outdoor venue celebrating Austin as an international outdoor music destination. Open year round, the Amphitheater provides a new and dynamic music and arts experience in an urban park, providing diverse entertainment experiences that embody the values of the community.

Waterloo Park is in the heart of downtown within walking distance from the University of Texas, East Austin, and the State Capitol. This urban district is undergoing dramatic change with the Dell Medical School Campus, Brackenridge Hospital redevelopment, and the State Capitol Complex framing the site and creating a constituency that infuses the park with daily activity.

This Addendum to the Waterloo Construction Phase Plan includes the construction of an Inlet Bypass within Waterloo Park and associated construction administration. The Inlet Bypass was designed to benefit the Waller Creek Tunnel

Operations & Maintenance (O&M) team in that it will allow small storm flows to bypass the Inlet Building and proceed through the dam, reducing the amount of sediment that collects in the tunnel and benefiting the health of the creek downstream. The Inlet Bypass outfall includes flows from both the tunnel bypass and stormwater from Red River Street; it will be automatically and remotely controlled to operate during minor storm events. The scope includes construction work of a junction box with a gate controls, bypass culvert, outfall structure, and modifications to the eco-weir as well as all resultant landscape work. Also included in this scope is a new concrete stair to serve park visitors. The construction proposal realizes MVVA's *Landscape Architects Supplemental Instructions (LASI 004)* to the drawings issued with the Waterloo Construction Phase Plan and AECOM's *Waller Creek Inlet Dam Bypass, CIP Project No. 10878.002*. Both drawing and specification sets were priced by DPR Construction as a Potential Change Order (PCO) to the Waterloo Construction Phase Plan.

This Addendum undertakes the construction of the geographical area referred to as the Inlet Bypass within Waterloo Park along Waller Creek (see **Exhibit A, Project Area Diagram**).

The Inlet Bypass project is bounded on the south by 12th Street. The eastern boundary of the Project area is Red River Street and the western boundary is the west bank of Waller Creek. The northern boundary is the existing inlet dam. The Inlet Facility, associated parking lot, inlet pond, and portions of the engineered creek banks are excluded from the L.O.W. of this construction project.

The work outlined in this addendum will be implemented concurrent with the *Waterloo Construction Phase Plan*. This Addendum will augment, incorporate, and advance the work done in previous phase plans, but not be duplicative of this work.

This Addendum utilizes the construction management expertise of DPR Construction (DPR, Construction Team), the firm selected for Construction Manager at Risk (CMAR) services for this Project, as well as construction administration performed by the Michael Van Valkenburgh Associates (MVVA, Landscape Architecture), and AECOM. AECOM's services associated with this project are not carried in this Phase Plan but are supported by a contractual agreement AECOM has with the Watershed Protection Department Tunnel.

This Addendum encompasses the following:

- Construction Administration
- Construction of Inlet Bypass
- Other Budget Items: Change Order Contingency, City Reimbursement for the Capitol Tree Relocation, and Eco-weir Modifications Allowance

This project will require extensive coordination with the City of Austin Parks and Recreation Department (PAR), and the Watershed Protection Department (WPD).

All services performed under this Addendum shall be in accordance with the existing contractual agreements held by the WCC and the City of Austin Watershed Protection Department, applicable codes, including the City Code, and accepted industry standards. In accordance with the 3.04 A.28 of the JDA, 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. No acquisitions are anticipated in this Phase Plan.

All Consultant documents shall be prepared using the English System of Weights and Measurements. It is assumed that CAD and PDF drawings are acceptable formats for submissions. Other file formats (e.g. MicroStation; AutoCAD Civil 3D) will be considered as needed on a case-by-case basis.

MAIN POINTS OF CONTACT

Proposing & Managing Party:

Waller Creek Conservancy

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

Director of Planning & Design: John Rigdon, jrigdon@wallercreek.org (512-541-3520)

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

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

Lisa Storer, lisa.storer@austintexas.gov (512-974-9479)

Construction Team Lead:

DPR Construction (DPR)

DPR Point of Contact: Bryan Lofton, bryanl@dpr.com, (512-801-2040)

Landscape Architecture Team Lead:

Michael Van Valkenburgh Associates (MVVA)

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

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

MVVA Project Manager and Point of Contact: Tzufen Liao, tliao@mvvainc.com (347-482-0511)

SCHEDULE (3.04 A.1)

The Notice to Proceed (N.T.P.) for this Addendum is anticipated to occur on June 12, 2019 following approval of the Addendum by the Waller Creek Local Government Corporation. Upon the N.T.P. and execution of the Change Order, the Inlet Bypass will become part of the existing contract with DPR Construction and will be incorporated into the overall Waterloo construction schedule. All aspects of the project will run concurrently to the Waterloo construction schedule.

The services associated with the Addendum shall be provided from mid-June 2019 – June 2020 with warranty inspections

to follow one year later. DPR and MVVA fees have been calculated based on the project scope and Construction Schedule, which is shown in greater detail in **Exhibit B, Project Schedule**. In accordance with 3.04 A.2(iii) of the JDA, the Managing Party and a representative from the City will review and approve the construction schedule put forward by the CMAR, DPR. The schedule will be approved when the Change Order is fully executed.

PERFORMANCE PERIOD

The anticipated performance period is twelve (12) months or less, running concurrently with the construction schedule outlined in the Waterloo Construction Phase Plan, with warranty inspections to follow one year later. The Waterloo construction project currently has a Substantial Completion date of May 1, 2020 with final completion six weeks later. Agreed upon extensions to the Waterloo construction schedule may lead to an extension of the Inlet Bypass schedule. A more detailed Project schedule is shown in **Exhibit B, Project Schedule**.

GENERAL SCOPE OF SERVICE REQUIREMENTS

An organizational diagram of work flow is in **Exhibit C, Organizational Chart** that describes the relationship between the landscape architecture design team, AECOM, the CMAR, WCC and the City. In addition, more detailed explanations of the scope of services and deliverables is in **Exhibit D, Implementation Plan** for construction administration and construction services.

DESIGN TEAM & CONTRACTOR LIST (3.04 A.2 (i))

The construction administration teams and CMAR will be responsible for delivering the Inlet Bypass at Waterloo Park.

- Construction Manager at Risk: DPR Construction
- Landscape Architect Team Lead: Michael Van Valkenburgh Associates, Inc. (MVVA)
- AECOM (not included within this Addendum; contracted separately through WPD)

CONTRACTING METHOD (3.04 A.2 (ii))

MVVA is currently working under Master Services Agreements with the WCC. DPR Construction is currently working under a Construction Manager at Risk (CMAR) Contract with the WCC that was executed fall 2018. AECOM is contracted with the Watershed Protection Department.

PROJECT BUDGET (3.04 A.4)

Exhibit E, Project Budget provides a detailed breakdown of the fees, a summary of the fees are as follows:

1. Construction Administration (MVVA):

MVVA Team fees and reimbursables:

Professional Service Fees (MVVA):	\$75,585
Reimbursable Expenses (MVVA):	\$2,575

2. Construction (DPR):

Cost of the Work:	\$3,010,702.23
SDI Insurance (1.25%):	\$25,416

Construction Contingency (2.25%):	\$68,313
Builder's Risk (0.12%):	\$3,643
Performance Payment Bond (0.62%):	\$18,824
CMAR Fee:	\$121,445
Total PCO _____	\$3,248,343.23

3. Allowances, Contingencies + Cost Overrun:

Eco-weir Allowance:	\$150,000
City Reimbursement for Capitol Tree Relocation	\$9,248.76
Total of Allowances _____	\$159,248.76
Change Order Contingency (7%) _____	\$227,384
Cost Overrun Reserve (3%) _____	\$97,450

Grand Total: \$3,810,585.99

The Grand Total will be funded as follows: WPD will contribute an amount not to exceed \$3,685,440.60, DSD will contribute \$9,248.76 for DPR work undertaken through the Waterloo Construction Phase Plan to assist with the Tree Transplant from the Capitol Complex (PCO 013, included in OCO 004), and PARD will contribute \$115,895.64 from the Waterloo Construction Change Order Contingency toward the construction of the new stair in the southeast corner as well as landscape and irrigation within this Addendum.

In accordance with Section 10.01 (Project Disbursement Fund Account) of the JDA, upon approval of regularly submitted invoices by the WCC, the City will disburse payment according to the appropriate Project Disbursement Fund Account. As required by Section 3.04 A.25 of the JDA, **Exhibit F, Capital Needs Projection** addresses the prime scope of work and the projected funding needs, excluding Allowances, Change Order Contingency, and Cost Overrun Reserve. Individual consultant fee proposals are included in the supporting Supplemental Documentation.

FUNDING SOURCES & REQUIREMENTS/CONSTRAINTS ON FUNDS (3.04 A.4 & 3.04 A.13)

This Addendum is funded by the City of Austin. A detailed breakdown of City of Austin funding sources can be found in the Addendum Two to the Waterloo Construction Phase Plan Funding Letter.

COST OVERRUN PLAN (3.04 A.5)

In accordance with the JDA, the identification of the source of funds for the Cost Overrun Reserve are required. The Proposing Party must seek approval from the Responding Party to utilize Cost Overrun funding. The request to use Cost Overrun funds does not require LGC approval unless additional funding is needed. For this Addendum, there is a Cost Overrun Reserve of 3% of the PCO. Additionally, there is a 2% Construction Contingency held by DPR calculated on the cost of work within the PCO, and a 7% Change Order Contingency calculated on the PCO and held by the owner team to address any changes or modifications in the construction project. WCC will get approval from the City for the use of the Change Order Contingency. WPD will contribute \$324,834 toward the Phase Plan Cost Overrun Reserve and

Contingencies, not including the Construction Contingency which is covered as part of the total PCO cost.

COMPLIANCE WITH FOUNDATIONAL ARTICLES (3.04 A.6)

Section 3.03 B of the JDA outlines the right of the parties to mutually agree to modification of foundational articles with respect to any phase of any project. No changes to the foundational articles are requested as part of this Addendum.

THIRD PARTY AGREEMENTS (3.04 A.7)

Pursuant to the JDA between the City and WCC, any third-party agreements needed to execute the work in the phase plan are noted in the Phase Plan document. No third party agreements are needed to executed the work in this Addendum.

PROCUREMENT PROCESS REQUIREMENTS & MWBE PARTICIPATION (3.04 A.8 & 3.04 A.9)

Pursuant to the JDA, any Project funded in part by the city must meet City ordinance and state law requirements for procurement, Local Government Code Sections 252, 271 and Texas Transportation Code Chapter 432. DPR has and will follow the necessary City procurement process and meet all City ordinance requirements for minority participation. The Waterloo Park Construction project goal is to obtain 9.62% MBE participation and 1.83% WBE participation. This goal was established by the City of Austin Small and Minority Business Resources (SMBR) Department for the Guaranteed Maximum Price (GMP) under the Waterloo Construction Phase Plan. DPR will comply with all rules and recommendations established by the City SMBR office in an effort to reach these goals. During GMP bidding, DPR hosted a subcontractor outreach event in order to increase interest in the Waterloo Park project. DPR will report MWBE participation percentages on a monthly basis throughout construction. For any portion of the work identified in this Addendum that requires new subcontractors to perform, DPR will comply with City ordinance and state law requirements for procurement.

General MWBE Participation requirements information outlined in the JDA can be found in **Exhibit G, JDA Procurement Requirements**, in addition to an approved consultant list.

All of the Design Team consultants and subconsultants identified by name in this Project were under agreement prior to the execution of the JDA or have been selected utilizing methods that meet the City of Austin Ordinances for procurement of services. Any subsequent consultants will be selected utilizing the same.

APPROVALS & PERMITS (3.04 A.10)

The design/construction delivery team has the responsibility of obtaining approvals and permits from Governmental Authorities for design and construction if the project is a Public Improvement Project. The Site Development Permit (SPC-2017-0322C) for this scope was acquired on December 11, 2018 under the *Waterloo Park Construction Documents and Permitting Phase Plan* and *Addendum One to the Waterloo Park Construction Documents and Permitting Phase Plan*. See **Exhibit H, Waterloo Park Plan Permit & Site Plan Correction Request**.

A minor site permit correction for the construction scope proposed in this Phase Plan was coordinated and secured

by the Design Team under the *Waterloo Construction Phase Plan* on April 12, 2019. City of Austin staff have determined that a U.S. Army Corps of Engineers permit is not required for the scope of work proposed in this Phase Plan.

OPERATIONS & MAINTENANCE RESPONSIBILITIES & STANDARDS (3.04 A.11 & 3.04 A.19)

The City and the WCC share responsibility for the operations and maintenance of Waterloo Park and must coordinate on these activities both during construction and upon completion of the project. In order to ensure effective management and communication, the parties have outlined policies and procedures that govern these activities, executed on December 19, 2018 as the Waterloo Operations & Management (O & M) Agreement, see **Exhibit I**.

The area of Waterloo Park affected by the Inlet Bypass Addendum falls within a “shared use area” in the O & M agreement. Clarification about the maintenance activities for the scope outlined within this Addendum is included as part of Exhibit I, entitled “Inlet Bypass Operation and Maintenance Plan.” Post-construction, the Waller Creek Tunnel O & M Department will be responsible for the operations and maintenance of the Inlet Bypass scope, not including the stair, handrail, stonework, landscaping components, and the wetland. Waller Creek Conservancy is responsible for the maintenance of these items.

ADJACENT PROPERTY ACQUISITION (3.04 A.12)

The Addendum’s project boundary is located in existing parkland owned by PARD. No property acquisitions are intended as part of this Phase Plan.

INSURANCE & BONDING (3.04 A.14)

Insurance and Bonding certificates provided by MVVA and DPR meet the requirements of the City, WCC, and the relevant contracts and are included in Exhibit J.

ACTIVITIES & RATES (3.04 A.15 & 3.04 A.16)

The WCC, as the operator of the completed project, will take responsibility for the programming of Waterloo Park upon completion. This Addendum contains no changes from the approved Phase Plan related to activities and rates.

MAINTENANCE OF DISTRICT ROW (3.04 A.17)

Maintenance of the ROW is the role of the City of Austin, as noted in the JDA Article 4, Section 4.03 and 6.03, unless otherwise agreed upon through a license agreement between the parties.

UTILITIES (3.04 A.18)

Utilities in Waterloo Park will be billed to DPR during construction.

REVENUE SOURCES & FEES (3.04 A.20)

There are no changes related to revenue sources and fees anticipated with this Addendum.

COMMERCIAL DESIGN STANDARDS (3.04 A.21)

Unless otherwise indicated, commercial design standards outlined in the Waller District Design Guidelines will be followed under this Addendum.

LICENSE AGREEMENTS (3.04 A.22)

License agreements were secured as required by the permitting process for the scope of work contained in the *Waterloo Construction Phase Plan*. No separate license agreements are required for the scope contained within this Addendum.

NAMING RIGHTS (3.04 A.23)

There are no changes related to naming rights anticipated with this Addendum.

CHANGE OF OWNERSHIP (3.04 A.24)

There are no changes of ownership anticipated with this Addendum.

CAPITAL NEEDS TIMING (3.04 A.25)

See Exhibit F, Capital Needs Projection addressing the anticipated project of the prime scope of work, which excluding Allowances, Change Order Contingency, and Cost Overrun Reserve.

PAYMENTS (3.04 A.26)

Currently no payments from the City are anticipated for operations during the construction of Waterloo Park.

PUBLIC ACCESSIBILITY (3.04 A.27)

The design within this Addendum meets the requirements of Texas Accessibility Standards (TAS) and City of Austin Code.

TIMING OF TRANSFERS (3.04 A.28)

There are no anticipated transfers of improvements or land to the City with this Phase Plan.

GREEN SPACE & FLEXIBILITY (3.04 A.29 & 3.04 A.30)

A core element of the approved Project Plan calls for conserving and maintaining natural space. This will be a guiding principal for all work on the Chain of Parks including Waterloo Park. The combined scope of this Addendum and the *Waterloo Construction Phase Plan* improves upon green space in the Waller Creek District through the creation of nearly 11 acres of new and restored park spaces, the planting of over 400 trees and thousands of plants, and the creation of nature-based play areas and landscapes. A goal of the project team has been to maintain flexibility with respect to City owned land.

ALCOHOL USE IN THE PARK (3.04 A.31)

There are no changes related to alcohol use anticipated with this Addendum.

EXHIBIT A: PROJECT AREA DIAGRAM

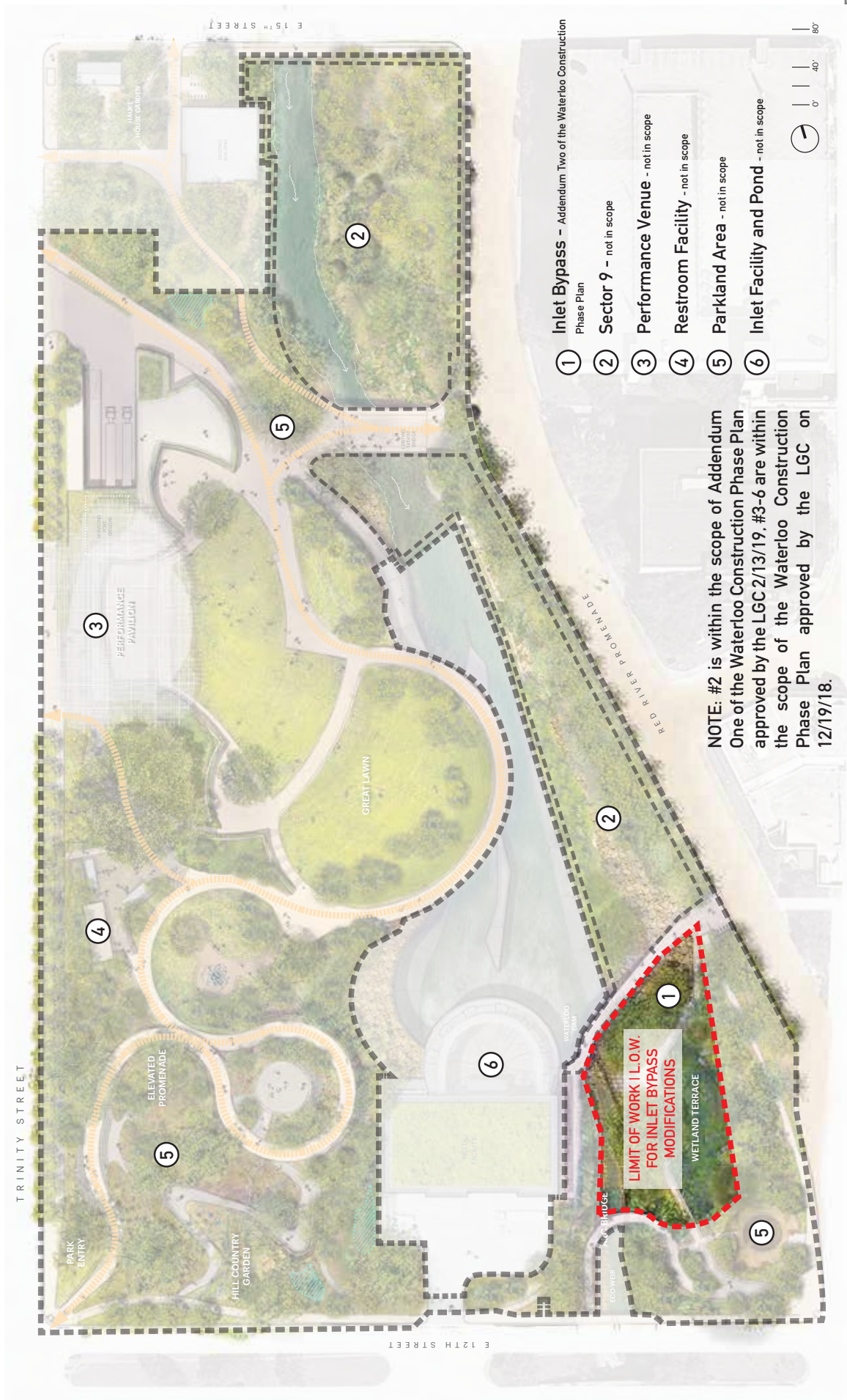


EXHIBIT B: PROJECT SCHEDULE

- ① Notice to Proceed - Start
- ② Substantial Completion
- ③ Final Completion

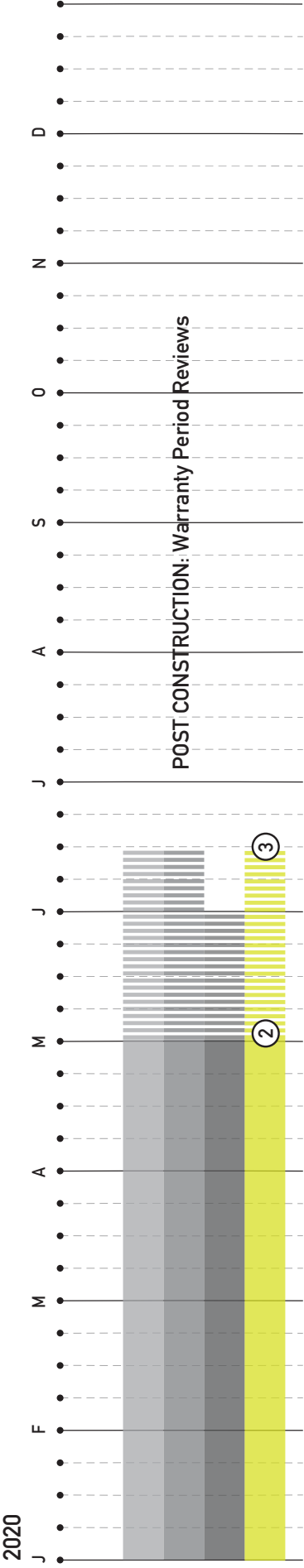
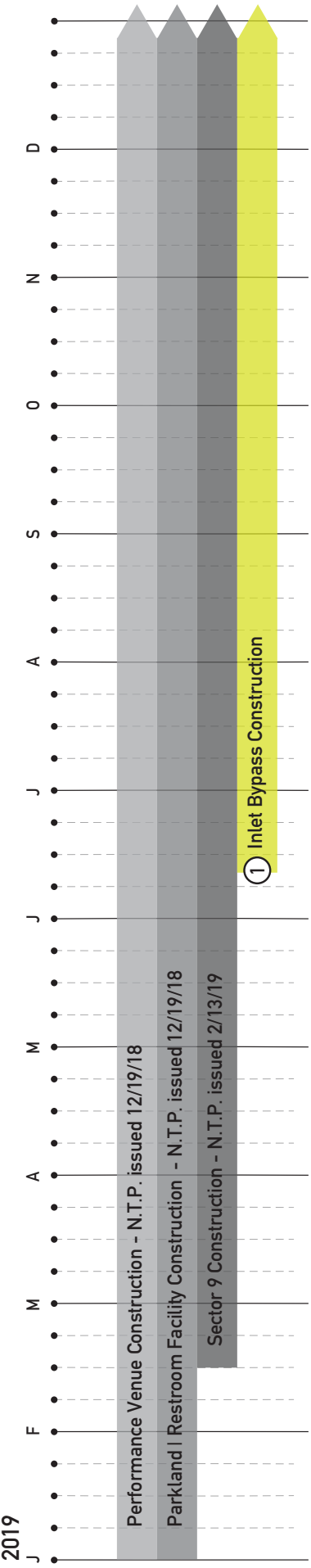
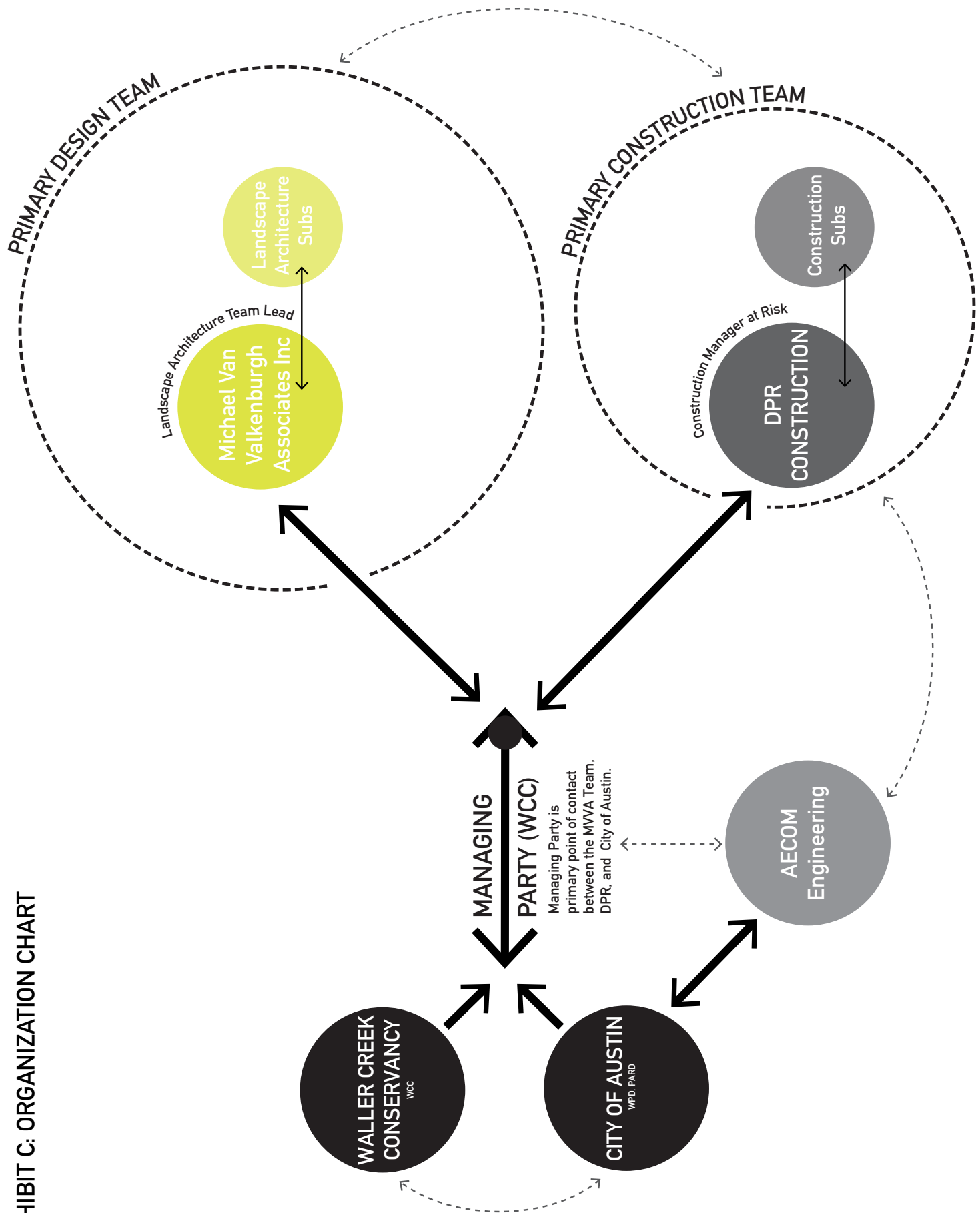


EXHIBIT C: ORGANIZATION CHART



Title: Addendum Two to the Waterloo Construction Phase Plan

Location: Waterloo Park –

Between 12th-15th Street south to north, and Red River-Trinity Street east to west along Waller Creek, and more specifically, the Addendum Two scope is located in the southeast corner of the project along Waller Creek near 12th and Red River Streets (see Exhibit A, Project Area Diagram)

INLET BYPASS CONSTRUCTION

This Addendum encompasses the construction phase of the Inlet Bypass at Waterloo Park (in the southeast corner of Waterloo Park near the intersection of 12th Street and Red River Street) as shown in **Exhibit A, Project Area Diagram**.

This Addendum to the Waterloo Construction Phase Plan includes the construction of an Inlet Bypass within Waterloo Park and associated construction administration. The Inlet Bypass was designed to benefit the Waller Creek Tunnel Operations & Maintenance (O&M) team in that it will allow small storm flows to bypass the Inlet Building and proceed through the dam, reducing the amount of sediment that collects in the tunnel and benefiting the health of the creek downstream. The Inlet Bypass outfall includes flows from both the tunnel bypass and stormwater from Red River Street; it will be automatically and remotely controlled to operate during minor storm events. The scope includes construction work of a junction box with a gate controls, bypass culvert, outfall structure, and modifications to the eco-weir as well as all resultant landscape work. Also included in this scope is a new concrete stair to serve park visitors. The construction proposal realizes MVVA's *Landscape Architects Supplemental Instructions (LASI 004)* to the drawings issued with the Waterloo Construction Phase Plan and AECOM's *Waller Creek Inlet Dam Bypass, CIP Project No. 10878.002*. Both drawing and specification sets were priced by DPR Construction as a Potential Change Order (PCO) to the Waterloo Construction Phase Plan.

The DPR Construction team will coordinate as needed with Michael Van Valkenburgh Associates (MVVA) and AECOM* the civil engineer. This coordination will make sure that the Inlet Bypass meets the design standards set forth by the Design Team. *AECOM's construction administration services are not outlined in the implementation section of this Phase Plan. Their work is supported by a contractual agreement with the Watershed Protection Department who manages their services for the Inlet Bypass project.

CONSTRUCTION ADMINISTRATION (MVVA)

Inlet Bypass construction will require ongoing coordination with the owner team (WCC & City), landscape architecture team lead (MVVA), and construction manager at risk (DPR) and associated contractors. This process assures the best quality control of the design elements and allows the team to be efficient and responsive. During the construction of the Inlet Bypass, the MVVA team will provide construction administration services related to their drawings and specifications including, but not limited to:

- Reviewing and responding to RFI's associated with the Project
- Reviewing and responding to shop drawings from contractors

- Performing site visits and reviews during critical construction moments – including but not limited to mock-ups, material quality control and acquisition, testing, education meetings, and any other critical items outlined in the Specifications
- Develop and report Landscape Architecture Supplemental Instructions (LASI)
- Reviewing change orders and substitution requests
- Coordinating building permit corrections for landscape structures and features requiring building permits as they arise*
- Project Closeout:
 - Reviewing all payment applications submitted by the contractor and evaluating the level of completion for each item
 - Performing a punch list review prior to issuing letter of substantial completion
 - Submit as-built drawing set from Construction Manager (DPR)
 - Participate in O&M warranty reviews
 - Participate in the final inspections
 - Attend on site review at the end of the warranty period

*Note that corrections to the Site Development Permit, if needed, will be completed under the *Waterloo Construction Phase Plan*.

AECOM will provide the same construction administration services for the scope included in their drawings and specifications.

CONSTRUCTION NARRATIVE (DPR)

The anticipated performance period is twelve (12) months or less, running concurrently with the construction schedule outlined in the *Waterloo Construction Phase Plan*, with warranty inspections to follow one year later. The Waterloo construction project currently has a Substantial Completion date of May 1, 2020 with final completion six weeks later. Agreed upon extensions to the Waterloo construction schedule may lead to an extension of the Inlet Bypass schedule.

The bulk of the subterranean construction outlined in Addendum will occur in the six (6) months following the N.T.P. of this project and then run concurrently with the scope included in the *Waterloo Construction Phase Plan*.

- 1) **Site Access:** DPR plans to access the Inlet Bypass construction site by one entrance point along the westbound lane off or 12th Street. This entrance was included within the scope of the *Waterloo Construction Phase Plan*.
- 2) **Procurement & Technology Coordination:** Procurement of materials including buyout, shop drawing reviews and approvals will occur as appropriate to secure premium cost and quality products and will run concurrently with the scope included in the *Waterloo Construction Phase Plan*.

Overall Site Preparation: Inlet Bypass construction will utilize the office and temporary utilities prepared for the scope in the *Waterloo Construction Phase Plan*. Overall Site Preparation is largely already included in the Waterloo Construction Phase Plan.

- 3) **Inlet Bypass Construction:** Construction will run concurrently with the scope within the *Waterloo Construction Phase Plan* approved December 19, 2018. Construction work on Inlet Bypass will commence following Addendum approval to occur on June 12, 2019. The subterranean work on the junction box, bypass culvert, and outfall structure will occur in the six months following the N.T.P for this Addendum. As outlined above, all other work will run concurrently with the existing and ongoing Waterloo construction.
- 4) **Inspections & Project Closeout:** At substantial completion (**Exhibit B, Project Schedule**) a site punch list will be developed (as part of the Waterloo Construction Phase Plan) and any corrections will be made by DPR. Final inspections will occur with key stakeholders before Project close out.

Project Management & Meetings

DPR will provide lead construction project management and be the primary point of contact for the Construction Team. This will include coordination among subcontractors via weekly team meetings and with the City, WCC, and MVVA incorporated into the existing meeting structure under the Waterloo Construction Phase Plan. DPR also will conduct pull planning meetings with the trade partners as needed.

ADDENDUM TWO TO THE WATERLOO CONSTRUCTION PHASE PLAN		
	Fees	Reimb
1. Construction Administration (MVVA)		
MVVA Landscape Architecture Team	75,585	2,575
Construction Administration Total	75,585	2,575
2. Construction (DPR)		
Cost of Work	3,010,702.23	
SDI Insurance (1.25%)	25,416	
Construction Contingency (2.25%)	68,313	
Builder's Risk (0.12%)	3,643	
Performance Payment Bond (0.62%)	18,824	
CMAR Fee	121,445	
Guaranteed Maximum Price (GMP) Total	3,248,343.23	--
3. Allowances, Contingencies + Cost Overrun		
Eco-weir Allowance	150,000	
City Reimbursement for Capitol Tree Reimbursement	9,248.76	
Allowances Total	159,248.76	
Change Order Contingency (7%)	227,384	--
Cost Overrun Reserve (3%)	97,450	--
SUMMARY		
1. Construction Administration	78,160.00	--
2. Construction	3,248,343.23	--
3. Allowances, Contingencies + Cost Overrun	484,082.76	--
TOTAL	3,810,585.99	--

ADDENDUM TWO TO THE WATERLOO CONSTRUCTION PHASE PLAN		
		Total Fees*
		\$3,326,503.23
Month	Activity	Fees
1	Construction & Construction Administration	\$277,208.60
2	Construction & Construction Administration	\$277,208.60
3	Construction & Construction Administration	\$277,208.60
4	Construction & Construction Administration	\$277,208.60
5	Construction & Construction Administration	\$277,208.60
6	Construction & Construction Administration	\$277,208.60
7	Construction & Construction Administration	\$277,208.60
8	Construction & Construction Administration	\$277,208.60
9	Construction & Construction Administration	\$277,208.60
10	Construction & Construction Administration	\$277,208.60
11	Construction & Construction Administration	\$277,208.60
12	Construction & Construction Administration	\$277,208.60
TOTAL		\$3,326,503.23
*Excludes Allowances, Contingencies and Cost Overrun Reserve		
Projections will fluctuate in response to adjustments in work flow		

EXHIBIT "G"

M/WBE REQUIREMENTS

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

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

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

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

the Contractors' good faith efforts to meet the goals as is required under the following paragraph (d). If the Managing Party provides documentation to SMBR evidencing its own and its Contractors' good faith efforts, the Managing Party shall be deemed in compliance with this paragraph (a). Failure to perform this obligation shall be considered a material breach of this Agreement. The City acknowledges that this obligation does not require the Managing Party to modify, nullify or abrogate any contracts that the Managing Party has entered into before the Effective Date of this Agreement.

- (b) The Managing Party shall apprise SMBR when the Managing Party desires assistance from SMBR in its efforts to meet the gender and ethnic specific M/WBE utilization goals. This assistance may include providing a list of certified M/WBE firms from which the Managing Party may solicit or cause the Contractors to solicit participation in the design and construction of any improvements, identifying potential scopes of work, establishing the bid packages, scheduling and hosting outreach meetings, and assisting the Managing Party, its Contractors in soliciting M/WBE firms to provide bids. The Managing Party is not required to solicit participation during a period in which the Managing Party is 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	



CITY OF AUSTIN
One Texas Center-505 Barton Springs Road
Site Plan Permit

Application Date: 08/21/2017

Site Plan Expiration Date: 12/11/2021

Permit No.: SPC-2017-0322C

Project Name: Waterloo Neighborhood Park

Address or Location Description: 500 12TH ST

Watershed: Waller Creek

Owner of Property: City of Austin, Parks and Recreation Dept., Terry Jungman, Jr. (512) 974-2000

Address: 500 E 12th St., Austin, TX 78701

Owner's Representative: Big Red Dog Engineering, Thomas Lombardi, Jr. P.E. (512) 669-5560

Address: 2021 E 5TH STREET AUSTIN TX 78702

Legal Description: Lots 1 & 2, Waterloo Park Section 1

PERMIT IS HEREBY ISSUED FOR:

The construction of 9.97 acre park on a 10.58 acre lot, including 1.06 acres impervious cover, drainage, utility, grading, water quality, landscape, buildings and other improvements as shown on the approved site plan.

The project is located within the Waller Creek watershed and is subject to all watershed protection regulations as set forth in Chapter 25 of the City of Austin Code of Ordinances. This project is located within the City's Full-Purpose jurisdiction.

CONDITIONS OF PERMIT

It is agreed that the proposed development shall be performed and completed in accordance with the plans and specifications approved by the City of Austin Standard Specifications and Code requirements, and State of Texas construction safety statutes. All development approved by this permit is subject to the inspection and control of the City of Austin.

It is the responsibility of the permit holder to identify all utilities in the work area and to notify each utility of the scope of work in the immediate area of the utilities.

ENGINEER'S CERTIFICATION: Inspection and a "Certification of Completion" by a Texas Licensed Engineer is required for the development approved by this permit. No Certificate of Occupancy may be approved until the Engineer's Certification is filed. The engineer is responsible for the adequacy of the plans submitted with this application.

[Signature]
 Signature of Applicant

For

Owner

COA

Date

12/11/18

[Signature]

Permit Approved by City of Austin

12/11/18

Date



City of Austin

EXHIBIT H

Development Assistance Center

One Texas Center, 505 Barton Springs Road

P.O. Box 1088, Austin, Texas 78767

Telephone: (512) 974-6370 Fax: (512) 974-2423

Determination of a Site Plan Correction Request

Date: Friday April 12, 2019

Number of pages including cover: 1

From: Sallie Correa

To: DANE EDWARDS

Telephone: (512) 669-5560 FAX: (512) -

Project Name: SPC-2017-0322C (Waterloo Neighborhood Park)

Address: 500 E 12TH ST

Staff Contact: Donna Galati

Telephone: 512-974-2733

Review Results	
Your request has been Approved .	
Fees Due	Cost
Site Plan Correction Review	582.40
Landscape Inspection:	
Shared Parking Review	
Phasing Review:	
Change of Use Review	
Commercial Exemption Review	
TOTAL COST:	

Based on the following your request has been Approved (*see comments*):

Once the mylar set has been pulled an associate will contact you to schedule a correction appointment

***THIS IS NOT AN INVOICE IT IS ONLY NOTICE TO LET YOU
KNOW OF APPROVAL AND AMOUNT
THANK YOU***

Comments:

**OPERATING AND MANAGEMENT AGREEMENT
FOR WATERLOO PARK**

BY AND AMONG

CITY OF AUSTIN, TEXAS

AND

WALLER CREEK CONSERVANCY

_____, 2018

OPERATING AND MANAGEMENT AGREEMENT FOR WATERLOO PARK

This OPERATING AND MANAGEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the Effective Date (as defined below) by and between the **CITY OF AUSTIN, TEXAS**, a Texas home rule city and municipal corporation (the “**City**”) and the **WALLER CREEK CONSERVANCY**, a Texas non-profit corporation (the “**WCC**”), collectively, the “**Parties**.”

RECITALS:

WHEREAS, the Parties previously entered into the Waller Creek District Joint Design, Development, Management and Operation Agreement (the “JDA”) in which the Parties agreed to their respective roles and responsibilities for the implementation of a schedule of improvements for the area of the City referred to as the Waller Creek District, including Waterloo Park, and the Operating and Management Agreement (the “OMA”), which governs WCC’s operations and maintenance requirements for the Waller Creek District, including Waterloo Park; and

WHEREAS, once the construction of improvements in accordance with the Waterloo Construction Phase Plan is completed at Waterloo Park, WCC shall be operating and maintaining certain areas of the Park as required by agreements authorized by City Council, and the City will be operating and maintaining the Waller Creek Tunnel and the area’s flood control improvements; and

WHEREAS, each Party’s operations and maintenance impacts the other Party’s operations and maintenance;

WHEREAS, the Parties desire to enter into this Agreement in order to set forth the Parties’ respective rights, obligations and undertakings relating to construction of improvements in accordance with the Waterloo Construction Phase Plan and the time after completion of these improvements to Waterloo Park;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the Parties, it is agreed as follows:

AGREEMENT

ARTICLE I. DEFINITIONS

Section 1.1 Definitions. The following terms have the meanings set forth below:

“**Applicable Law**” means any law, statute, ordinance, rule, regulation, order or determination of the City or any federal, state, or local agency, department, commission, board, bureau, administrative or regulatory body or other instrumentality having jurisdiction related to the subject matter of this Agreement.

“**Artwork Infrastructure Project**” is the construction project projecting over the Inlet Pond completed by WCC within Waterloo Park.

“City of Austin” is the owner of the land comprising Waterloo Park and all associated improvements. The City of Austin is also the owner of the Waller Creek Flood Control Tunnel and related infrastructure. Additionally, the City of Austin has easements relating to right of way and utility infrastructure in areas immediately outside the park, and inside the park.

“Effective Date” means the last date on which this Agreement has been duly executed by both Parties.

“Governmental Function” means any regulatory, legislative, permitting, zoning, enforcement (including police power), licensing or other functions which the City is authorized or required to perform.

“Moody Amphitheater” means the 5,000 person capacity performance venue being constructed in Waterloo Park.

“PARD” means the City’s Parks and Recreation Department.

“Waller Creek Conservancy” is the entity responsible for the operations of Waterloo Park and the Moody Amphitheater.

“Waller Creek Flood Control Tunnel” means the storm water infrastructure, and related infrastructure, that diverts flood waters along Waller Creek from 12th Street to Lady Bird Lake. This tunnel includes a significant facility in Waterloo Park that requires regular, ongoing operations, maintenance, and access.

“Waterloo Park” or **“Park”** is the 10.5-acre park bordered by 15th Street, 12th Street, Trinity Street, and Red River Street.

“WPD” means the City’s Watershed Protection Department, which operates and maintains the Waller Creek Flood Control Tunnel and related flood control infrastructure.

Section 1.2 Points of Contact

For coordination of construction within and use of Waterloo Park, the following contacts shall be used in complying with the requirements of this Agreement:

WCC
John Rigdon (512-541-3520 x 112;
jrigdon@wallercreek.org
Kim Barker (512-541-3520 x 102)
kbarker@wallercreek.org

City – WPD
Kristin Kasper Pipkin (512) 974-3315
KristinK.Pipkin@austintexas.gov
Ramesh Swaminathan (512) 974-3541
Ramesh.Swaminathan@austintexas.gov

City – PARD
Kimberly McNeely (512) 974-6722
Kimberly.McNeely@austintexas.gov

A party may amend their designated contact(s) listed above by written notice to the other party.

ARTICLE II. WATERLOO PARK OPERATIONS & MAINTENANCE COORDINATION DURING CONSTRUCTION

WCC will construct improvements within Waterloo Park, in accordance with the requirements of the JDA and as approved by the Waller Creek Local Government Corporation as part of the Waterloo Construction Phase Plan, through its contractor. This construction is contemplated to commence and run from approximately December 2018 through to completion in summer 2020. WPD operates and maintains the Inlet Pond, Inlet Building, Waller Creek, and related flood control infrastructure, as well as the parking for these facilities. The operations and maintenance of these public facilities must continue through the construction period.

Section 2.1 Responsibilities of WCC

WCC's contractor will maintain and repair the construction fencing, gates, and interior access roads, which will shift in location over the duration of the construction project. WCC commits its contractor to conducting its construction activities in such a way that does not prevent or prohibit WPD from its regular maintenance and operational activities and emergency responses per the following:

1. WCC's contractor will ensure WPD and its agents are able to freely access the Inlet Pond and northern section of Waller Creek through the gate on Trinity Street weekdays from 7:00 a.m. through 4:00 p.m., and will provide a protocol for access outside of these hours.
2. WCC's contractor will ensure WPD and its agents have access to Waller Creek south of the dam. The exact means of access will need to be coordinated at the time of the request to avoid any potential safety hazards with adjacent construction.
3. WCC's contractor will ensure WPD and its agents have access to Waller Creek north of the 14th Street bridge. The exact means of access will need to be coordinated at the time of the request to avoid any potential safety hazards with adjacent construction.
4. WCC's contractor will keep a clean work site and immediately remove any materials or debris caused by construction activities from the Inlet Pond and Waller Creek.
5. WCC's contractor shall be responsible and able to perform all construction activities with a full Inlet Pond; provided, however, that nothing herein shall impact WCC's ability to build the Arc bridge, Sector 9 or the Inlet Bypass. If an empty Inlet Pond is required to perform a construction activity, WCC shall provide a detailed, written request to WPD that includes construction times, means, and methods. WPD will act in good faith to ensure that the work does not interfere with planned activities and/or flood readiness.
6. WCC's contractor will undertake any necessary bypass pumping and related temporary systems required to properly dewater the construction sites at its own cost and with its own equipment at all times during the course of the construction. Such systems shall be able to handle 28 cubic feet per second (cfs) of tunnel recirculation flows in addition to Waller Creek flows. Flow rates may occasionally exceed 28 cfs.

7. WCC's contractor will develop and maintain a master schedule with an additional 3-week look-ahead schedule. The schedules will include WPD routine maintenance activities and anticipated events when such information is provided by WPD to WCC's contractor.
8. Neither WCC nor its contractor will damage the Inlet Building, Inlet Pond, or other WPD Infrastructure. If WCC or its contractor causes damage, WPD may seek reimbursement from WCC for any necessary repairs for damage and WCC shall promptly reimburse WPD.
9. WCC's contractor will maintain a minimum vertical clearance of 13 feet and two inches (13'-2") at the Inlet Pond access ramp and under the Artwork Infrastructure Project in order to accommodate WPD's equipment height clearance.
10. Except for (i) the handrail on the dam and (ii) the handrail at the east wall of the Inlet Pond requested by WPD and approved as part of the Site Development Permit, WCC's contractor shall not install or attach temporary construction falsework, equipment, or other elements on or in Waller Creek Tunnel Infrastructure without prior, written approval from WPD, which shall not be unreasonably withheld or delayed.

Section 2.2 Responsibilities of WPD

WPD commits to conducting its maintenance and operational activities in such a way that does not prevent or prohibit WCC's contractor from its construction activities per the following:

1. WPD will keep a clean site and remove, without delay, any materials or debris caused by operations, maintenance, and construction activities from Waterloo Park within WCC's contractor's Limit of Work.
2. WPD will not utilize Waterloo Park for a lay down area to dry or stage debris removed from the Inlet Pond.
3. WPD will access the Inlet Building through the Inlet Building parking lot except where access is needed via the Inlet Pond.
4. WPD will not damage the construction fencing, gates, and interior access roads. If WPD causes damage, WCC may seek reimbursement from WPD for any necessary repairs for damage and WPD shall promptly reimburse WCC from lawfully available funds appropriated by the City Council during the fiscal year.

ARTICLE III. OVERVIEW OF THE PARK POST-CONSTRUCTION

Waterloo Park is a 10.5-acre park with a variety of landscape types and structures. WCC developed a detailed manual describing the tasks, hours, and costs of maintenance of the park after completion, as attached to this Agreement. This Agreement will be used by the WCC to create a staffing plan for Waterloo Park.

Waterloo Park is a complex site with overlapping operational responsibilities. The site includes the Flood Control Tunnel, Moody Amphitheater, Waller Creek, food trucks, and other flood control and park improvements. Coordination of operations will be essential to success because the site is geographically constrained and has limited street access.

ARTICLE IV. WATERLOO PARK OPERATIONS & MAINTENANCE RESPONSIBILITIES

Section 4.1 Responsibilities of WCC.

WCC has the primary responsibility for operations and maintenance of the WCC Area of Waterloo Park. WCC manages the Special Event Area and Park Operations Area, as depicted in Attachment A (“WCC Area”). The WCC is also primarily responsible for the operations and maintenance of the Moody Amphitheater.

Section 4.2 Responsibilities of WPD

WPD has primary responsibility for the operations and maintenance of the WPD Area, as depicted in Attachment A (the “WPD Area”), which includes the Waller Creek Flood Control Tunnel, Inlet Facility, Inlet Pond, and Creek Channel. WPD also manages the Standard Tunnel Operations area and the Tunnel De-Watering/Pond O&M Area.

Section 4.3 Coordination of Use of the WCC Area

WPD will seek to minimize its use of the WCC Area, as much as practicable. When WPD needs to utilize the WCC Area it will submit a written notice (email is acceptable) to WCC that provides:

1. A description of the area it needs to use, with that area shown on a map;
2. The specific days and times this use is needed;
3. A description of the reason for the use and the impact the use will have, including sound, equipment, odors, and potential disturbance to the primary operations of the WCC Area.

WPD shall submit this notice to WCC at least 48 hours prior to needing use of the WCC Area. If the days and times that WPD seeks to use the WCC Area interferes with WCC’s pre-planned use of the WCC Area, WCC and WPD will negotiate, in good faith, alternate days and times that WPD may use the WCC Area.

In the event of an emergent situation, involving a threat to the public safety, health or welfare, WPD has the right to use the WCC Area as needed to abate that threat. WPD will give oral notice to WCC of the emergent situation, as soon as possible. WPD will follow up with written notice and explanation within a reasonable amount of time after emergency use. The Parties recognize that time is of the essence in providing this information to WCC to enable WCC to address any related issues that may have arisen from the emergency situation.

Section 4.4 Coordination of Use of the WPD Area

If WCC needs access to the WPD Area for maintenance, repairs, or improvements of WCC equipment or improvements constructed pursuant to the Waterloo Construction Phase Plan, it shall coordinate with WPD at least 48 hours prior to needing such access. If the days and times that WCC seeks to use the WPD Area interfere with WPD's pre-planned or storm event-caused use of the WPD Area, WCC and WPD will negotiate, in good faith, alternate days and times that WCC may use the WPD Area. WCC staff will be escorted and supervised by WPD during such access, which shall occur between the hours of 6:00 a.m. and 5:00 p.m. on weekdays.

Section 4.5 Coordination for Use of Shared Waterloo Park Areas

As depicted in Attachment A, there are roads in Waterloo Park ("Shared-Use Areas") that both WCC and WPD need to use for the operations and management of their respective areas. WCC and WPD will coordinate the use of these Shared-Use Areas, except in emergent situations when WCC or WPD must use the Shared-Use Areas to prevent or mitigate a threat to public safety, health or welfare.

The Points of Contact in Section 1.2 shall schedule monthly meetings, including additional attendees as needed, to provide a general overview of upcoming operations and management activities. These meetings are designed to share information, for awareness and coordination. The Parties will create and maintain a Shared-Use Area calendar. This will be a digital calendar that both Parties have access to and will update with upcoming events that utilize the Shared-Use Area. Tasks that require use of or access to the other Party's primary area will also be posted to the calendar.

In addition to the monthly coordination meetings, the Parties will meet in January and July to preview the coming six months. All anticipated activities at that time will be outlined on the calendar. It is understood that this will not be inclusive of all activities, but good-faith efforts will be made to include all known events.

The Parties will work together on a warning system for public safety for Waterloo Park, including features such as the Waller Creek Dam, trails, and shared access points.

Section 4.6 Special, Recurring Operations and Maintenance Tasks

Certain operational situations are anticipated that will require special coordination. These include, but are not limited to:

1. Special Events, Concerts, and large-scale maintenance activities in the Moody Amphitheater and the park areas.
2. Regular cleaning of the Waterloo Inlet Pond and related Flood Control Improvements.
3. Storm Events that impact the Waller Creek Flood Control Tunnel operations.
4. Construction of improvements to increase efficiency of the Flood Control Tunnel and related Flood Control Improvements.

For these special recurring events, the Parties will provide documentation of what activities and area uses will occur in the biennial meetings. This documentation will include the following information:

1. Details of the area of impact in written and map format;
2. The estimated duration of the special, recurring task, with a description of changes in operations and the impacts caused by these changes; including sound, equipment, odors, and potential disturbance to the primary operations of that area; and
3. Any other important information that the Parties should know, such as staffing and equipment impacts.

These Special task summaries will be kept on record for reference. If significant changes to the task are required for any particular event, the Parties will provide written notice of those modifications in advance of the work being initiated, when practical.

ARTICLE V. TERM OF AGREEMENT

Section 5.1 Initial Term.

The initial term of this Agreement commences on the Effective Date and terminates on January 31, 2042.

Section 5.2 Renewals

This Agreement will automatically renew for eight consecutive terms of 10 years each, unless the City or WCC give 180 days' prior written notice to the other Party of its election to not renew and for the Agreement to expire on the expiration of the term then in effect.

ARTICLE VI. LIABILITY

Section 6.1 Indemnification.

WCC COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT OR COPYRIGHT THAT ARISE OUT OF ANY OF THE WORK PERFORMED BY, OR ON BEHALF OF, WCC, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO WCC'S BREACH OF THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF WCC, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE OR PERSONNEL, CONSULTANT, CONTRACTOR OR SUBCONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, PERSONNEL, DIRECTORS AND REPRESENTATIVES IN BREACH OF THE

PERFORMANCE OF DUTIES OF THE CONSERVANCY UNDER THIS AGREEMENT. WCC SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY KNOWN TO WCC RELATED TO OR ARISING OUT OF WCC'S ACTIVITIES RELATED TO THIS AGREEMENT AND SHALL INVESTIGATE AND DEFEND SUCH CLAIM OR DEMAND AT WCC'S EXPENSE TO THE EXTENT THE SAME IS COVERED BY WCC'S INDEMNITY UNDER THIS SECTION. EACH PARTY WILL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING WCC OF ANY OF ITS OBLIGATIONS UNDER THIS SECTION.

ARTICLE VII. DEFAULTS AND REMEDIES

Section 7.1 Defaults and Remedies.

If either Party believes that the other Party has defaulted under the terms of this Agreement, the non-defaulting Party must send written notice detailing the nature of the default of the alleged defaulting Party. The alleged defaulting Party shall have a reasonable period, not to exceed 30 days for any monetary default, or 90 days for any non-monetary default, after receipt of such notice to cure such alleged default to the reasonable satisfaction of the non-defaulting Party. However, if the nature of the non-monetary default is such that it cannot be reasonably cured within the 90-day period, the Party will not be in default unless it fails to commence the cure of the default within the 90-day period and fails to continue in a commercially diligent manner to complete the cure. Upon the failure of the alleged defaulting Party to cure the alleged default as set out above, the non-defaulting Party will have the right to pursue all remedies available at law or equity as a result of the alleged default, including the right to terminate this Agreement upon 30 days additional written notice to the alleged defaulting Party, unless such default is finally cured within the additional 30 day period.

For non-monetary defaults that may result in an inability of a Party to complete work or access the areas for which that Party is responsible, the Parties agree to work in good faith to contact each other and to address any such defaults in a time period not to exceed three business days.

ARTICLE VIII. NOTICES

Section 8.1 Delivery of Notice.

The Parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications required or permitted to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address described below for the Party, (a) by delivering the same in person, (b) by depositing the same in the United States mail, certified, return receipt requested, postage prepaid, addressed to the Party to be notified, (c) by depositing the same with a nationally recognized courier service guaranteeing "next day delivery," addressed to the Party to be notified, (d) by electronic mail with confirming copy sent by one of the methods described in subsections (a), (b) or (c) of this sentence or (e) by sending the same by telefax with confirming copy sent by one of the methods described in subsections (a), (b) or (c) of this sentence.

A notice delivered in accordance with the immediately preceding sentence will be deemed to have been given upon the date of delivery (or refusal to accept delivery) as indicated on the return receipt; provided, however, if such notice is not delivered or refused on a Business Day, then notice shall be deemed to have been given on the first Business Day following the actual date of delivery or refusal. For the purposes of notice, the addresses of the Parties, until changed as provided below, shall be as follows:

City: Ramesh Swaminathan
 Managing Engineer
 City of Austin
 411 Chicon
 Austin, Texas 78702
 512-974-3541
Ramesh.Swaminathan@austintexas.gov

With copies to: Spencer Cronk
 City Manager
 City of Austin
 301 W. 2nd Street, 3rd Floor
 Austin, Texas 78701
 512-974-2200
Spencer.Cronk@austintexas.gov

Anne Morgan
 City Attorney
 City of Austin
 301 W. 2nd Street, 3rd Floor
 Austin, Texas 78701
 512-974-2507
Anne.Morgan@austintexas.gov

Elaine Hart
 Chief Financial Officer and Deputy City Manager
 City of Austin
 301 W. 2nd Street, 3rd Floor
 Austin, Texas 78704
 512-974-2283
elaine.hart@austintexas.gov

Sara Hensley, CPRP
 Interim Assistant City Manager
 City of Austin
 301 W. 2nd Street, 3rd Floor
 Austin, Texas 78701
 512-974-7717
sara.hensley@austintexas.gov

Sara Hartley
 Interim Director
 Watershed Protection Department
 City of Austin
 505 Barton Springs Road
 Austin, Texas 78704
 512-974-1444
 Sara.Hartley@austintexas.gov

Conservancy:

Peter Mullan
 CEO
 Waller Creek Conservancy
 P.O. Box 12363
 Austin, Texas 78711
 512-541-3520

With copies to:

Chair
 Waller Creek Conservancy
 P. O. Box 12363
 Austin, Texas 78711
 512-541-3520

The Parties may, from time to time, change their respective addresses, and each has the right to specify as its address any other address within the United States of America by giving at least five days written notice to the other Parties.

ARTICLE IX. GENERAL PROVISIONS

Section 9.1 Independent Contractor. It is understood and agreed that the relationships among the City and WCC will be that of an independent contractor. Nothing contained in this

Agreement will be deemed or construed to (i) make the City the agent, servant or employee of WCC, (ii) make WCC the agent, servant or employee of the City, (iii) create any partnership, joint venture, or other association between the City and WCC.

Section 9.2 Waiver. The failure of any party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights under this Agreement, will not be construed as a waiver or relinquishment by such party of such term, covenant, condition or right with respect to further performance.

Section 9.3 Reservation of Rights. To the extent no inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under Applicable Laws. The rights and remedies of the Parties under this Agreement shall not be mutually exclusive. The exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions of this Agreement.

Section 9.4 Easements. This Agreement has no impact or effect on the rights and obligations of the Parties in any existing or future easements.

Section 9.5 Governing Law; Venue. This Agreement will be governed, construed and enforced in accordance with the laws of the State of Texas. Venue shall be in state courts in Travis County, Texas.

Section 9.6 Dates. If a Day requiring notice or action falls on a weekend or national or local holiday, the next non-weekend day or non-holiday shall be applicable.

Section 9.7 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected thereby, and this Agreement will be liberally construed so as to carry out the intent of the Parties to it.

Section 9.8 Parties in Interest. The terms of this Agreement will be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, will be construed to give any person or entity (other than the Parties and their permitted successors and assigns) any legal or equitable right, remedy or claim under or in respect of any terms or provisions contained in this Agreement or any standing or authority to enforce the terms and provisions of this Agreement.

Section 9.9 Assignments. Neither Party may assign its rights or obligations under this Agreement without the prior consent of the other Parties.

Section 9.10 Amendments. This Agreement will not be modified or amended in any manner except by a writing signed by all the Parties.

Section 9.11 Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties with respect to the subject matter of this Agreement. All prior negotiations, representations or agreements not expressly incorporated into this Agreement are superseded and canceled. The Parties contemplate amending this Agreement in writing to address specific operations and maintenance of each completed portion of the Project. In the event of a

conflict between this Agreement, the JDA, and the OMA, the JDA controls over the OMA and this Agreement and the OMA controls over this Agreement.

Section 9.12 Incorporation of Attachments. All attachments, exhibits, schedules, plans, and other documents attached to or referred to in this Agreement are incorporated into this Agreement by reference for the purposes described in this Agreement.

Section 9.13 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the Parties hereto may execute this Agreement by signing any such counterpart.

Section 9.14 Captions. Captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

Section 9.15 Interpretation. The Parties acknowledge and represent that this Agreement has been jointly drafted by the Parties, that no provision of this Agreement will be interpreted or construed against any party solely because the party or its legal counsel drafted such provision and that each of them has read, understood, and approved the language and terms set forth herein.

Section 9.16 Capacity of the City. Without in any way limiting or extending the obligations, duties, covenants and agreements of the City as a Party to this Agreement, the Parties agree that any action, omission or circumstance arising out of the exercise or performance of the City's required Governmental Functions shall not cause or constitute a default by the City under this Agreement or any other document delivered in connection with this Agreement or give rise to any rights or claims for damages or injury against the City in its capacity as a Party to this Agreement. WCC's remedies for any injury, damage or claim resulting from any other action, omission or circumstance shall be governed by the laws and regulations concerning claims against the City as a home rule charter city. These provisions shall survive any termination of this Agreement.

Section 9.17 Capacity of Parties Acting on Behalf of the City. All references in this Agreement to employees, agents, representatives, contractors and the like of the City shall refer only to persons or entities acting on behalf of the City in its capacity as a Party to this Agreement, and all such references specifically exclude any employees, agents, representatives, contractors, elected officials and the like acting in connection with the performance of the City's required Governmental Functions.

Section 9.18 No Limitation on the City's Governmental Functions. The Parties acknowledge that no representation, warranty, consent, approval or agreement in this Agreement by the City (as a Party to this Agreement) shall be binding upon, constitute a waiver by or estop the City from exercising any of its rights, powers or duties in its required Governmental Functions. For example, approval by the City of this Agreement shall not constitute satisfaction of any requirements of, or the need to obtain any approval by, the City in the exercise of its Governmental Functions or as may be required under any Applicable Laws.

Section 9.19 Annual Review of Agreement. Due to the long term nature of this Agreement, the Parties recognize the need to review this Agreement annually to determine if

provisions are adequate for the circumstances existing at such time. The Parties agree that such review may indicate the need to amend this Agreement and they agree to work in good faith to agree upon amendments and modifications to the Agreement in light of the results of this review.

[Remainder of this page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the City and the Conservancy have executed this Agreement as of dates below, to be effective as of the Effective Date.

WCC:

WALLER CREEK CONSERVANCY

By_____

Name:_____

Title:_____

Date:_____

CITY:

CITY OF AUSTIN, TEXAS

By_____

Name:_____

Title:_____

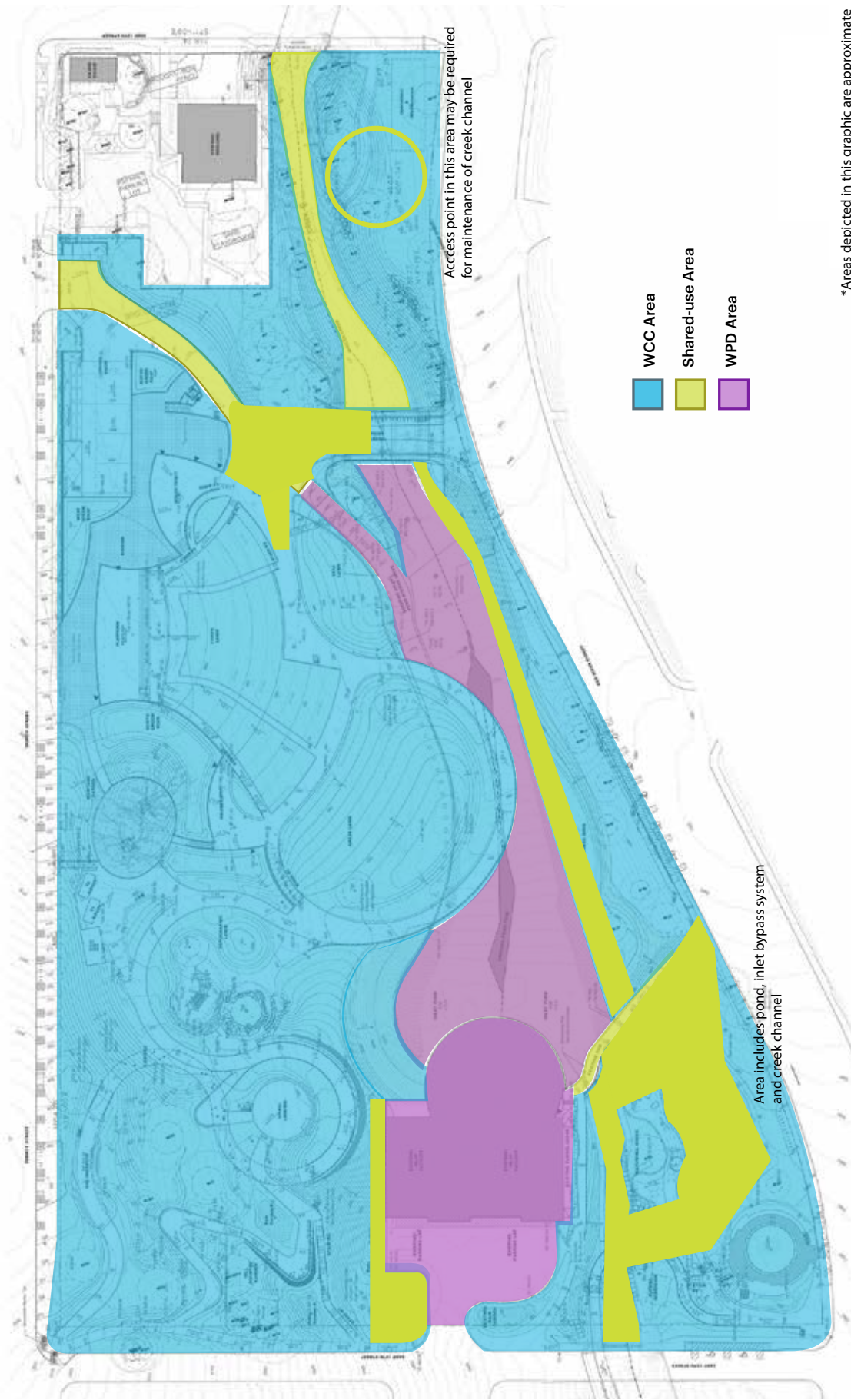
Date:_____

ATTEST:

City Clerk

EXHIBIT “A”
WATERLOO PARK MAP

WATERLOO PARKLAND
O&M Use Areas



*Areas depicted in this graphic are approximate

Inlet Bypass Operation and Maintenance Plan

The Inlet Bypass in Waterloo Park will play a critical role in long term operation and maintenance of Waller Creek Tunnel Facilities. WPD is committed to maintaining the components of the Inlet Bypass Scope including the junction box, gate, bypass culvert, and outfall structure to Waller Creek. The anticipated maintenance activities for these features are included in Table 1. These maintenance activities can be adjusted based on manufacturers' recommended maintenance schedules and adapted as required to adjust to operational conditions. Excluded from WPD maintenance will be the stair, handrail, stonework, landscaping components, and wetland liner. WPD is required to inspect and report to the US Army Corp of Engineers (USACE) on the condition of the wetland plantings located within the Mitigation Wetland and Creek Channel in accordance with USACE permit SWF-2008-00067 for a period of 3 years post construction. WPD commits to work with the Waller Creek Conservancy (WCC) and Austin Parks and Recreation Department (PARD) to ensure the maintenance and health of these plant communities are maintained in compliance with the permit through the required monitoring period and beyond.

Table 1 – Anticipated Maintenance Activities

Component	Activity	Description	Frequency
Gate	Inspection	Inspect condition of gate for any signs of failure or debris	Monthly/post Storm
	Operation	Open/Close gate to ensure all features are functional	Monthly
	Maintenance	Lubrication of all parts and components	Quarterly
Actuator	Inspection	Inspection condition of Actuator and Components	Monthly
	Maintenance	Perform preventative maintenance tasks on components	Semi Annually
Outfall	Debris Removal	Remove debris accumulated at Trash Racks	Monthly/post Storm
	Maintenance	Perform preventative maintenance tasks on trash rack	Semi Annually
Culvert	Sediment Removal	Remove accumulated sediment from bypass.	Yearly

Budget Impacts

WPD will utilize existing Waller Creek Tunnel O&M staff and resources to implement the necessary maintenance on the proposed improvements. The associated workload can be absorbed into the existing budget of the WCT O&M Program with no additional resources required.

Coordination of Maintenance Activities with Waterloo Parkland

The location of the improvements for the Inlet Bypass Scope falls within Southeast corner of Waterloo Park. This location is referenced as "Shared-use Area" in the Operating and Management Agreement for

Waterloo Park. Communication and coordination of WPD maintenance activities will follow the protocol described in *Section 4.5 Coordination for Use of Shared Waterloo Park Areas*.



MICHVAN-01

DGHIGLIAZZA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2019

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														
INSURED Michael Van Valkenburgh Associates, Inc. 231 Concord Street Cambridge, MA 02138	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Co. of America A++, XV</td> <td>25666</td> </tr> <tr> <td>INSURER C : Travelers Indemnity Company of Connecticut A++ (Superior)</td> <td>25682</td> </tr> <tr> <td>INSURER D : Travelers Casualty and Surety Company</td> <td>19038</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 : Travelers Property Casualty Company of America	25674	INSURER B : Travelers Indemnity Co. of America A++, XV	25666	INSURER C : Travelers Indemnity Company of Connecticut A++ (Superior)	25682	INSURER D : Travelers Casualty and Surety Company	19038	INSURER E :		INSURER F :	
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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	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	X	680009H708658	5/1/2019	5/1/2020	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
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA0L91322918	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		CUP005D158369	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	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 N	X	UB004K673919	5/1/2019	5/1/2020	<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
D	Professional Liab.			107084166	5/1/2019	5/1/2020	Per Claim \$ 5,000,000
D				107084166	5/1/2019	5/1/2020	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. A Waiver of Subrogation and 30 Day Notice of Cancellation is provided in accordance with the policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Austin P.O. Box 1088 Austin, TX 78767	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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The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 02/06/2019

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.

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PRODUCER Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED DPR Construction, A General Partnership 9606 N. Mopac Expressway Austin, TX 78759	<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: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER B: Great American E & S Insurance Company</td> <td>37532</td> </tr> <tr> <td>INSURER C: Indian Harbor Insurance Company</td> <td>36940</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: Liberty Insurance Corporation	42404	INSURER B: Great American E & S Insurance Company	37532	INSURER C: Indian Harbor Insurance Company	36940	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W10063770

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.

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A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	Y	AS7-661-066943-018	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 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 RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Contractor's Pollution Liability (w/ Mold)			CSE 1827545 05	09/01/2018	09/01/2019	Each Pollution Condition./Aggregate \$5,000,000

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

This Voids and Replaces Previously Issued Certificate Dated 12/14/2018 WITH ID: W9429946.

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

Waller Creek Conservancy P.O. Box 12363 Austin, TX 78711	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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ACORD 25 (2016/03)

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SR ID: 17501799

BATCH: 1059343



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Insurance Services of California, Inc.		NAMED INSURED DPR Construction, A General Partnership 9606 N. Mopac Expressway Austin, TX 78759	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Project: Waterloo Park, Amphitheater, and Sector 9

It is agreed that Waller Creek Conservancy, City of Austin Capital Contracting Office, and Waller Creek Local Government Corporation are named as Additional Insureds as respects to Auto Liability where required by written contract.

It is understood and agreed that this insurance is Primary and any other insurance maintained by the Additional Insureds shall be excess only and not contributing with this insurance where required by written contract.

A Waiver of Subrogation in favor of the Additional Insureds applies to the Auto Liability policy where required by written contract.

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company

NAIC#: 36940

POLICY NUMBER: CEO 742082802 EFF DATE: 09/01/2017 EXP DATE: 09/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim/Aggregate:	\$5,000,000

ADDITIONAL REMARKS:

Annual Reinstatements of Limits apply to Professional Liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: DPR Construction, A General Partnership

Endorsement Effective Date: 09/01/2018

SCHEDULE

Name Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION WHOM YOU HAVE AGREED IN WRITING TO ADD AS AN ADDITIONAL INSURED, BUT ONLY TO COVERAGE AND MINIMUM LIMITS OF INSURANCE REQUIRED BY WRITTEN AGREEMENT, AND IN NO EVENT TO EXCEED EITHER THE SCOPE OF COVERAGE OR THE LIMITS OF INSURANCE PROVIDED IN THIS POLICY

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS7-661-066943-018
Issued by: Liberty Insurance Corporation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

ANY PERSON OR ORGANIZATION FOR WHOM YOU PERFORM WORK UNDER A WRITTEN CONTRACT IF THE CONTRACT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US, BUT ONLY IF THE CONTRACT IS EXECUTED PRIOR TO THE INJURY OR DAMAGE OCCURING

Regarding Designated Contract or Project:

AS REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT ENTERED INTO PRIOR TO A LOSS

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM YOU PERFORM WORK UNDER A WRITTEN CONTRACT IF THE CONTRACT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US, BUT ONLY IF THE CONTRACT IS EXECUTED PRIOR TO THE INJURY OR DAMAGE OCCURING.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Policy Number: AS7-661-066943-018
 Issued by LIBERTY INSURANCE CORPORATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
 MOTOR CARRIER COVERAGE PART
 GARAGE COVERAGE PART
 TRUCKERS COVERAGE PART
 EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
 SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Waller Creek Conservancy	P.O. Box 12363 Austin, TX 78711	30
	Kim Barker kbarker@wallercreek.org	

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
02/06/2019

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 Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED DPR Construction, A General Partnership 9606 N. Mopac Expressway Austin, TX 78759 USA	<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: National Union Fire Insurance Company of P</td> <td>19445</td> </tr> <tr> <td>INSURER B: Allied World Assurance Company US Inc</td> <td>19489</td> </tr> <tr> <td>INSURER C: Illinois National Insurance Company</td> <td>23817</td> </tr> <tr> <td>INSURER D: Starr Indemnity & Liability Company</td> <td>38318</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: National Union Fire Insurance Company of P	19445	INSURER B: Allied World Assurance Company US Inc	19489	INSURER C: Illinois National Insurance Company	23817	INSURER D: Starr Indemnity & Liability Company	38318	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D: Starr Indemnity & Liability Company	38318														
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W10063769

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			GL6412150	03/01/2017	03/01/2022	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	OTHER:							\$
B	AUTOMOBILE LIABILITY			0310-2093	06/01/2016	03/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			SEE BELOW**	03/01/2018	03/01/2019	EACH OCCURRENCE	\$ 25,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 25,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N						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
D	Excess Liability			1000022918	06/01/2016	03/01/2022	Each Occurrence:	\$25,000,000
							Aggregate:	\$25,000,000

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

This Voids and Replaces Previously Issued Certificate Dated 12/14/2018 WITH ID: W9429945.

Project: Waterloo Park, Amphitheater, and Sector 9

It is agreed that Waller Creek Conservancy, City of Austin Capital Contracting Office, and Waller Creek Local Government Corporation are named as Additional Insureds as respects to General Liability where required by written

CERTIFICATE HOLDER

CANCELLATION

Waller Creek Conservancy P.O. Box 12363 Austin, TX 78711	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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ACORD 25 (2016/03)

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SR ID: 17501799

BATCH: 1059343

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Insurance Services of California, Inc.		NAMED INSURED DPR Construction, A General Partnership 9606 N. Mopac Expressway Austin, TX 78759 USA	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1		
EFFECTIVE DATE: See Page 1			

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

contract.

It is understood and agreed that this insurance is Primary and any other insurance maintained by the Additional Insureds shall be excess only and not contributing with this insurance where required by written contract.

A Waiver of subrogation in favor of the Additional Insureds applies to the General Liability and Workers' Compensation policies where required by written contract and as permitted by law.

Coverage as evidence above for General Liability, Workers' Compensation and Excess Liability extends to Named Insured and their respective Enrolled Subcontractors of any tier under a CCIP.

****Separate assigned Workers' Compensation Policy numbers apply to each Enrolled Contractor.**

Workers' Compensation Program Policy #WC 037-08-4288

POLICY NUMBER: GL 641-2150

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location

designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."

POLICY NUMBER: GL 641-2150

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2017 forms a part of

policy No. GL 641-21-50 issued to DPR CONSTRUCTION, A GENERAL PARTNERSHIP

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY COVERAGE FOR SPECIFIED PERSONS OR
ORGANIZATIONS NAMED AS ADDITIONAL INSURED -
ONGOING AND COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

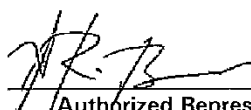
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following paragraph is added to **SECTION II - WHO IS AN INSURED** and applies only to persons or organizations we have added to your policy as additional insureds by endorsement to comply with insurance requirements of written contracts relative to: a) the performance of your ongoing operations for the additional insureds; or b) "your work" performed for the additional insureds and included in the "products-completed operations hazard":

This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured in the Declarations of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded by this endorsement is primary.

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, if it is not primary as defined in the paragraph above.

All other terms and conditions of the policy are the same.



Authorized Representative or
Countersignature (in States Where
Applicable)

POLICY NUMBER: GL 641-21-50

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 03/01/2018 forms a part of Policy No. WC 037-08-4288

Issued to DPR CONSTRUCTION, A GENERAL PARTNERSHIP

By ILLINOIS NATIONAL INSURANCE CO.

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: DPR CONSTRUCTION, A GENERAL PARTNERSHIP
WRAP-UP CCIP

3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

WC 42 03 04 B
(Ed. 6-14)

Countersigned by _____


Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ENDORSEMENT #**

This endorsement, effective 12:01 A.M. 03/01/2018 forms a part of
 Policy No. GL 641-21-50 issued to DPR CONSTRUCTION, A GENERAL PARTNERSHIP
 By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
 TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Notification to: Waller Creek Conservancy
 P.O. Box 12363
 Austin, TX 78711
 Kim Barker
 kbarker@wallercreek.org

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2018

forms a part of

Policy No. WC 037-08-4288 issued to DPR CONSTRUCTION, A GENERAL PARTNERSHIP

By: ILLINOIS NATIONAL INSURANCE CO.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE NAMED INSURED
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

 AUTHORIZED REPRESENTATIVE

Notification to: Waller Creek Conservancy
P.O. Box 12363
Austin, TX 78711
Kim Barker
kbarker@wallercreek.org

WC990056 (4/11)

PERFORMANCE BOND

Liberty Mutual Insurance Company
The Continental Insurance Company
Fidelity and Deposit Company of Maryland

Bond No.: 018222309 / 30038629 / 9289950

CONTRACTOR:

(Name, legal status and address)
DPR Construction, A General Partnership
9606 North Mopac Expressway, Suite 300
Austin, TX 78759

SURETY:

(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116
The Continental Insurance Company
151 N Franklin Street, Chicago, IL 60606
Fidelity and Deposit Company of Maryland
1299 Zurich Way, Schaumburg, IL 60196

OWNER:

(Name, legal status and address)
Waller Creek Conservancy
1111 Red River Street
Austin, TX 78701

CONSTRUCTION CONTRACT

Date: 10/9/2018

Amount: \$6,325,780.00 (Six Million Three Hundred Twenty Five Thousand Seven Hundred Eighty and 00/100 Dollars)

Description: GMP 2 - Waller Creek Waterloo Park Part One: Parkland, Sector 9

(Name and location)

BOND

Date: 2/7/2019

(Not earlier than Construction Contract Date)

Amount: \$6,325,780.00 (Six Million Three Hundred ~~Twenty~~ Five Thousand Seven Hundred Eighty and 00/100 Dollars))

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: DPR Construction, A General Partnership
(Corporate Seal)

SURETY

Company: Liberty Mutual Insurance Company, The
Continental Insurance Company & Fidelity and
Deposit Company of Maryland
(Corporate Seal)

Signature:

Name and

Title:

(Any additional signature should appear on the last page of this Performance Bond.)

Michele Leiva

Michele Leiva, CFO

Signature:

Name and

Title:

Catherine Thompson

Catherine Thompson, Attorney In Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Willis of North Carolina, Inc.
P.O. Box 31817
Charlotte, NC 28231-1817
704-376-9161

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

Signature:

Name and Title:

Address:

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title:

Address:

**PAYMENT
BOND**

Liberty Mutual Insurance Company
The Continental Insurance Company
Fidelity and Deposit Company of Maryland

Bond No.: 018222309 / 30038629 / 9289950

CONTRACTOR:

(Name, legal status and address)

DPR Construction, A General Partnership
9606 North Mopac Expressway, Suite 300
Austin, TX 78759

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116
The Continental Insurance Company
151 N Franklin Street, Chicago, IL 60606
Fidelity and Deposit Company of Maryland
1299 Zurich Way, Schaumburg, IL 60196

OWNER:

(Name, legal status and address)

Waller Creek Conservancy
1111 Red River Street
Austin, TX 78701

CONSTRUCTION CONTRACT

Date: 10/9/2018

Amount: \$6,325,780.00 (Six Million Three Hundred Twenty Five Thousand Seven Hundred Eighty and 00/100 Dollars)

Description: GMP 2 - Waller Creek Waterloo Park Part One: Parkland, Sector 9

(Name and location)

BOND

Date: 2/7/2019

(Not earlier than Construction Contract Date)

Amount: \$6,325,780.00 (Six Million Three Hundred Twenty Five Thousand Seven Hundred Eighty and 00/100 Dollars)

Modifications to this Bond: ☒ X ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: DPR Construction, A General Partnership
(Corporate Seal)

SURETY

Company: Liberty Mutual Insurance Company, The
Continental Insurance Company & Fidelity and
Deposit Company of Maryland
(Corporate Seal)

Signature:

Name and

Title:



Michele Leiva, CEO

(Any additional signatures appear on the last page of this Payment Bond.)

Signature:

Name and

Title:



Catherine Thompson, Attorney In Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Willis of North Carolina, Inc.
P.O. Box 31817
Charlotte, NC 28231-1817
704-376-9161

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:



(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Signature: _____

Name and Title:

Address:

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and Title:

Address:



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8196939**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew M. Bennett, Jennifer B. Gullett, Noah William Pierce, John F. Thomas, Catherine Thompson, Amy R. Waugh

all of the city of Charlotte state of NC each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of October, 2018.



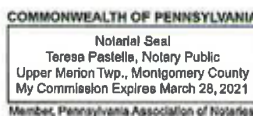
Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 3rd day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of February, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Important Notice

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT:

You may write to Liberty Mutual Surety at:

Liberty Mutual Surety
Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-8284

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

Premium or Claim Disputes

Should you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Attach This Notice To Your Policy:

This notice is for information only and does not become a part or condition of the attached document.



NOTIFICACION IMPORTANTE

PARA OBTENER INFORMACION O REALIZAR UNA QUEJA:

Usted puede escribir la notificación y dirigirla a Liberty Mutual Surety en la siguiente dirección:

Liberty Mutual Surety
Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-8284

Usted puede contactar al Departamento de Seguros de Texas para obtener información acerca de las compañías, coberturas, derechos o quejas:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a la siguiente dirección:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

Disputas acerca de primas o reclamos

En caso de que usted quiera elevar una disputa concerniente al tema de primas, por favor contacte en primer lugar a su agente. Si el tema de la disputa es relativo a un reclamo, por favor contacte a la compañía de seguros en primer término. Si usted considera que la disputa no es apropiadamente resuelta en estas instancias, entonces usted puede contactar al Departamento de Seguros de Texas..

Adjunte esta notificación a su póliza:

Esta notificación es a los solos fines de su información y la misma no forma parte o condiciona de manera alguna el documento adjunto.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Matthew W Varner, Carol S Card, Jennifer B Gullett, Catherine Thompson, Individually

of Charlotte, NC, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -


and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 11th day of October, 2011.



The Continental Insurance Company


Stathy Darcy Senior Vice President

State of Illinois, County of Cook, ss:

On this 11th day of October, 2011, before me personally came Stathy Darcy to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Glenview, State of Illinois; that she is a Senior Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that she knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires September 17, 2013


Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 7 day of February, 2019.



The Continental Insurance Company


Mary A. Ribikawskis Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the company.

"Article VI-Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolution adopted by the Executive Committee of the Board of Directors of The Continental Insurance Company by unanimous written consent dated the 13th day of January, 1989:

RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

State of Texas**Claim Notice Endorsement**

To be attached to and form a part of Bond No. 30038629

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

CNA Surety
151 N. Franklin St.
Chicago, IL 60606

Telephone: (312) 822-5000

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John F. THOMAS, Walter CALDWELL, Jennifer B. GULLETT, Catherine THOMPSON, Amy R. WAUGH and Carol S. CARD, all of Charlotte, North Carolina, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of April, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Dawn E. Brown
Assistant Secretary
Dawn E. Brown

Michael Bond

Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 18th day of April, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of February, 2019.



Gerald F. Haley

Gerald F. Haley, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056



Fidelity and Deposit Companies

Home Office: 3910 Keswick Road Baltimore, MD 21211

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, and/or Zurich American Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-654-5155

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

**P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771**

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning the premium or about a claim, you should first contact Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.