

Waller Creek District

## **PALM PARK SCHEMATIC DESIGN AND DESIGN DEVELOPMENT PHASE PLAN**

Proposing Party: Waterloo Greenway Conservancy



**waterloo  
greenway**

19 April 2023



Mr. Tim LaFrey  
Vice President  
Waller Creek Local Government Corporation (LGC)

RE: Waller Creek District:  
Palm Park Schematic Design and Design Development Phase Plan

Dear Tim:


Enclosed herewith you will find the Palm Park Schematic Design and Design Development Phase Plan including design work in Sir Swante Palm Park between 2<sup>nd</sup> and 3<sup>rd</sup> St along the southbound IH35 frontage road. This Phase Plan is covering professional services only; construction will be handled as a separate Phase Plan. Please refer to the enclosed Exhibit E for a Project Budget.

The Palm Park Schematic Design and Design Development Phase Plan includes the community engagement, schematic design, design development, and SITES documentation for work in Sir Swante Palm Park at 200 N IH 35 Service Road SB in Austin, Texas. Please see Exhibit A for the Project Area Diagram.

The Joint Development Agreement, Section 3, identifies the documentation required for each proposed phase plan. The attached check-list 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,

DocuSigned by:  
  
6/20/2023  
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Jesus Aguirre  
Chief Executive Officer  
Waterloo Greenway Conservancy  
**Proposing Party**

Date





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

DocuSigned by:

*Tim LaFrey*

6/20/2023

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Tim LaFrey

Date

Vice President

Waller Creek Local Government Corporation

LGC Representative

DocuSigned by:

*Kristin Pipkin*

6/23/2023

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Kristin Pipkin

Date

Waller Creek District Capital Program, Project Manager Supervisor

Watershed Protection Department, City of Austin

Responding Party/City Representative

DocuSigned by:

*Liana Kallivoka*

6/24/2023

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Liana Kallivoka

Date

Assistant Director

Parks and Recreation Department, City of Austin

Responding Party/City Representative



# PHASE PLAN PROPOSAL CHECKLIST

Waller Creek District

## PALM PARK SCHEMATIC DESIGN AND DESIGN DEVELOPMENT PHASE PLAN

PAGE #	JDA SECTION*	TOPIC	DESCRIPTION	EXHIBITS
	3.03 B.	Responding Party Review		
		Cover Letter		
		Front Cover		
		Table of Contents		
		Check List		
1	3.04 A.1	General	Exec Summary - general outline of the project	
9			Schedule with milestones & projected completion	Exhibit B
11			Implementation plan	Exhibit D
3	3.04 A.2 (i)	Identify Team	List all professionals and their discipline	Exhibit C
3	3.04 A.2 (ii)	Construction Delivery Method	Proposed Construction Delivery Method	
N/A	3.04 A.2 (iii)	Designate the Reviewer of Construction Schedule	Project Director or Managing Party	
N/A	3.04 A.2 (iv)	Design Material	Prelim site plans, architectural plans, elevations, other design materials	
8	3.04 A.3	Project Map	Map of District showing Limits of Phase Plan Area	Exhibit A
4, 19	3.04 A.4	Project Budget	All Phase Plan costs including allowances and contingencies	Exhibit E
4		Including:	List of funding sources	
4			List where funds are to be held	
4			List constraints on use of funds	
N/A			Post construction budget - capital repairs, operating and maintenance budgets	
4	3.04 A.5	Cost Overrun Plan	Identify how any cost overruns will be funded	
4	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	
5	3.04 A.7	Third Party Agreements	Outline any third-party agreements that will need to be obtained	
5	3.04 A.8	Procurement Process Requirements	If funded in part by the City, comply with City Code and other applicable law	
			Local Government Code Sections 252 and 271	
			Texas Transportation Code Chapter 432	
5	3.04 A.9	MWBE Participation	If funded in part by the City, outline plan	Exhibit G
5	3.04 A.10	Public Improvement Projects/Approvals and Permits	Identify responsibilities for obtaining approvals from Government Authorities for design and construction	
5	3.04 A.11	Operations & Maintenance	Plan for obtaining approvals/permits and for paying for operations and maintenance	

PAGE #	JDA SECTION*	TOPIC	DESCRIPTION	EXHIBITS
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## PHASE PLAN PROPOSAL CHECKLIST

5	3.04 A.12	<b>ID and Mapping Easements</b>	<b>Identify and map all easements and other real property interests</b>	
N/A	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	
5	3.04 A.14	<b>Insurance and Bonding</b>	<b>Provision of insurance and bonding in Article 9</b>	<b>Exhibit H</b>
5	3.04 A.15	<b>Use by City</b>	<b>Identify terms for use by the City</b>	
5	3.04 A.16	<b>Activities and Rates</b>	<b>Identify activities by groups</b>	
6	3.04 A.17	<b>Maintenance in ROW's</b>	<b>Identify of maintenance of District ROW's</b>	
6	3.04 A.18	<b>Utilities</b>	<b>Identify how utilities will be provided, cost of services, metering etc</b>	
N/A	3.04 A.19	Operations and Maintenance	Identify operations and maintenance standards	
6	3.04 A.20	<b>Revenue Source and Fees</b>	<b>Create a pro forma re fees, licensing to cover Operation Expenses</b>	
6	3.04 A.21	<b>Commercial Design Standards</b>	<b>Identify if Comm Design Stds apply or waived</b>	
6	3.04 A.22	<b>License Agreements</b>	<b>Identify if License Agreements apply</b>	
6	3.04 A.23	<b>Naming Rights</b>	<b>Identify any license agreements necessary for naming rights</b>	
N/A	3.04 A.24	Change in Ownership	Identify if there is a proposed change in ownership of a Public District Site	
20	3.04 A.25	<b>Capital Needs Timing</b>	<b>Identify the capital needs timing for City Planning purposes</b>	<b>Exhibit F</b>
N/A	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	
6	3.04 A.27	<b>Public Accessibility</b>	<b>Identify public accessibility and provisions thereof</b>	
7	3.04 A.28	<b>Timing of transfers</b>	<b>Identify timing of transfers of improvements and land</b>	
7	3.04 A.29	<b>Maintain natural space</b>	<b>Identify the ways projects will be designed to maintain natural space</b>	
7	3.04 A.30	<b>Maintain flexibility of City owned properties</b>	<b>Identify how the flexibility of City Owned properties will be maintained</b>	
7	3.04 A.31	<b>Issues related to alcohol use</b>	<b>Identify any desired exemptions of City Code or park rules</b>	
N/A	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)

**Waller Creek District  
PALM PARK SCHEMATIC DESIGN AND DESIGN DEVELOPMENT PHASE  
PLAN**

## TABLE OF CONTENTS

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## Waller Creek District

# PALM PARK SCHEMATIC DESIGN AND DESIGN DEVELOPMENT PHASE PLAN

### Project Identification:

Title: Palm Park Schematic Design and Design Development Phase Plan (or “Phase Plan”)

Location: Sir Swante Palm Park, 200 N IH 35 Service Road SB, Austin, TX 78701

(see **Exhibit A, Project Area Diagram**)

Date: April 19, 2023

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”), Waterloo Greenway Conservancy (“WGC”) and Waller Creek Local Governmental Corporation (“LGC”), dated April 16, 2014 (the “JDA”).

### **EXECUTIVE SUMMARY** (3.04 A.1)

Waterloo Greenway 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, Waterloo Greenway will total 35 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.

This phase undertakes Schematic Design through Design Development of improvements at Palm Park, from 2nd to 3rd Streets (see Exhibit A, Project Area Diagram). This phase plan does NOT include authorization to proceed in to construction. This authorization will be sought from the LGC once an analysis has been completed of possible construction delivery methods. When this authorization is requested, the Proposing Party will include all of the required documentation required under the JDA including sources of construction funding and the operations and management plans that will be the product of this phase plan.

This phase plan encompasses the following:

- Schematic Design and Design Development of Palm Park
- Close coordination with completed Confluence Phase (separate phase)
- Community and stakeholder engagement
- SITES Documentation

The scope of work includes the following tasks that will be led by Michael Van Valkenburgh Associates (MVVA) as the team lead and landscape architect.

- Task 0: Reengagement and Community Engagement
- Task 1: Schematic Design
- Task 2: Design Development
- Task 3: SITES

This phase builds upon the work initiated in the Palm Park Schematic Design Phase Plan, which was completed in 2016. We are reengaging in the Schematic Design process in order to ensure that the outcomes from the 2016 process still meet the needs of the community. The project will require extensive coordination with the Parks and Recreation Department (PARC), Watershed Protection Department (WPD), and Waller Greenway Conservancy (WGC).

All services performed under this Phase Plan shall be in accordance with the existing contractual agreements held by the WGC, applicable codes (local, County, State and Federal), including the City Code, and accepted industry standards.

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:**

Waterloo Greenway Conservancy

CEO: Jesús Aguirre, [jaguirre@waterloogreenway.org](mailto:jaguirre@waterloogreenway.org) (512-541-3520)

Vice President of Projects and Planning: John Rigdon, [jrigdon@waterloogreenway.org](mailto:jrigdon@waterloogreenway.org) (512-541-3520)

##### **Responding Party:**

City of Austin, Watershed Protection Department

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

City of Austin, Parks and Recreation Department

Lana Denkeler, [lane.denkeler@austintexas.gov](mailto:lane.denkeler@austintexas.gov) (512-974-9414)

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

Michael Van Valkenburgh Associates (MVVA)

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

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

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

#### **SCHEDULE (3.04 A.1)**

The Notice to Proceed (N.T.P.) for the Palm Park Schematic Design and Design Development Phase Plan is anticipated to occur on April 20th, 2023 following approval of the Phase Plan by the Waller Creek Local Government Corporation. The services associated with the Phase Plan shall be provided from April 2023 – June 2024. The design team fees have



been calculated based on the schedule, which is shown in greater detail in **Exhibit B, Project Schedule**.

### **PERFORMANCE PERIOD**

The anticipated performance period is the next fourteen (14) months. 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 design team, WGC, and the City. In addition, more detailed explanations of the scope of services and deliverables is in **Exhibit E, Implementation Plan**.

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

The following team lead by MVVA will be responsible for delivering the Schematic Design and Design Development work for Palm Park.

- Landscape Architect and Design Team Lead: Michael Van Valkenburgh Associates, Inc. (MVVA)
  - Architecture: Murray Legge Architecture (MLA)
  - Structural Engineer: Architectural Engineers Collaborative (AEC)
  - Accessibility Consultant: Altura
  - Civil Engineer: Wantman Group, Inc. (WGI)
  - Local Landscape Architect and SITES: dwg (DWG)
  - Mechanical, Electrical and Plumbing Engineer: EEA Consulting Engineers (EEA)
  - Public Space Management Consultant: ETM
  - Irrigation Design: James Pole
  - Water feature/splash pad: TBD
- Cost Consulting: Vermeulens Cost Consultants (VCC)

### **CONTRACTING METHOD** (3.04 A.2 (ii))

MVVA and their subconsultants are working under the Master Services Agreement with WGC that was put in place in May 2015. All of the MVVA 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.

This Phase Plan also calls for a Water Feature and Splash Pad sub-consultant to be determined. Currently, this is identified as an allowance in the Phase Plan. The owner team will complete a selection process for this scope of work and then bring the designer on board for Task 2 (Design Development) once they are selected.

This Phase Plan does not address the selection of a construction delivery method. A subsequent Phase Plan addendum will address contracting method and contractor selection and will align with the Design Development phase of work

presented in this Phase Plan.

#### **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. Engagement, Schematic Design, Design Development, and SITES :**

Professional Service Fees (MVVA Team):	\$653,216
Reimbursable Expenses (MVVA Team):	\$36,050

Cost Consulting Fees (VCC):	\$32,300
Cost Consulting Reimbursables (VCC):	\$0

<b>Total Professional Services Fees</b>	<b>\$653,216</b>
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<b>Total Reimbursable Expenses</b>	<b>\$36,050</b>
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##### **2. Allowances + Cost Overrun:**

Splash Pad Consultant Allowance:	\$20,000
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<b>Total Allowances</b>	<b>\$20,000</b>
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<b>Cost Overrun Reserve (5%)</b>	<b>\$33,500</b>
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<b><u>Grand Total for this Phase Plan Proposal:</u></b>	<b>\$775,066</b>
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The City of Austin (City) will contribute an amount not to exceed \$387,533 and the Waterloo Greenway Conservancy (WGC) will contribute an amount not to exceed \$387,533 toward the Palm Park Schematic Design and Design Development Phase Plan. Within the City contribution, the Parks and Recreation Department (PARC) will contribute \$387,533.

In accordance with Section 10.01 (Project Disbursement Fund Account) of the JDA, upon approval of regularly submitted invoices by the WGC, the City will disburse payment accordingly 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.

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

Project invoices will be paid for by the City and the WGC. Fifty percent (50%) of the total project invoices will be paid with WGC funds (not to exceed \$387,533 and fifty percent (50%) will be paid with PARC funds (not to exceed \$387,533). Invoices will be paid in alignment with the overall Phase Plan split.

#### **COST OVERRUN PLAN (3.04 A.5)**

In accordance with the JDA, identification of the source of funds for the Cost Overrun Reserve is 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 the Palm Park Schematic Design and Design Development Phase Plan, there is a Cost Overrun Reserve of \$33,500. WGC will contribute \$16,750 and PARC

will contribute \$16,750 to the Phase Plan Cost Overrun Reserve.

**COMPLIANCE WITH FOUNDATIONAL ARTICLES** (3.04 A.6)

All work proposed in this Phase Plan comply with the approved Design Plan and the Foundational Articles of the JDA.

**THIRD PARTY AGREEMENTS** (3.04 A.7)

There are no third-party agreements associated with this Phase Plan.

**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.

This Phase Plan holds an allowance for a Splash Pad consultant. This is a specialty that is not currently covered in Exhibit G. The Managing Party will host a public solicitation process to select a consultant to support this work. At the appropriate time, the Phase Plan will be updated through an addendum to incorporate this change.

General MWBE Participation requirement information outlined in the JDA can be found in **Exhibit H, JDA Procurement Requirements**.

**APPROVALS & PERMITS** (3.04 A.10)

The design team has the responsibility of obtaining approvals and permits from governmental authorities for design and construction if the project is a Public Improvement Project. Permit work is anticipated during a subsequent design phase and will be addressed in a future Phase Plan.

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

Palm Park Schematic Design and Design Development Phase Plan includes the development of an operations and maintenance manual for this part of the project. The operation and maintenance manual will build upon the manuals prepared by the design team for Waterloo Park and the Confluence as well as the lessons learned from operations in Waterloo Park from 2021 – present. The standards outlined in the manual will be used after the project is constructed and thus meets the requirements of the JDA.

**ADJACENT PROPERTY ACQUISITION** (3.04 A.12)

All acquisitions either by fee simple or easement will follow the Office of Real Estate's Standard Operating Procedures for approval, land plans, land title surveys, Environmental Site Assessment Plans I and II, and title policies. 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. There are no land acquisitions anticipated for this scope of work.

**INSURANCE & BONDING** (3.04 A.14)

Insurance information can be found in **Exhibit H, Insurance Certificates**.

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

No programming activities and rates are intended to be established as part of the Palm Park Schematic Design and Design Development Phase Plan. Design work and community engagement will inform programming activities and potential rental spaces. A plan for these will be addressed in a subsequent Phase Plan.

**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. License agreements will be secured as required by the permitting process. These agreements are not anticipated as part of this Phase Plan.

**UTILITIES** (3.04 A.18)

No utilities will be distributed to any vendor or park lessee as part of this Phase Plan.

**REVENUE SOURCES & FEES** (3.04 A.20)

No revenue or fees are intended as part of the Palm Park Schematic Design and Design Development Phase Plan.

**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 Phase Plan.

**LICENSE AGREEMENTS** (3.04 A.22)

License agreements will be secured as required by the permitting process for the Palm Park Schematic Design and Design Development Phase Plan.

**NAMING RIGHTS** (3.04 A.23)

The Waterloo Greenway Conservancy will identify recognition opportunities in the Palm Park project limits. These opportunities will include various architectural features and park spaces of distinction. All naming rights will be established and reviewed in accordance with the JDA and Foundational Articles.

**CHANGE OF OWNERSHIP** (3.04 A.24)

There are no changes of ownership anticipated with this Phase Plan.

**CAPITAL NEEDS TIMING** (3.04 A.25)

See Exhibit F, **Capital Needs Projection** addressing the anticipated project of the prime scope of work, which excludes Allowances, and Cost Overrun Reserve.

**PAYMENTS** (3.04 A.26)

Currently no payments from the City are anticipated for operations for this Phase Plan.

**PUBLIC ACCESSIBILITY** (3.04 A.27)

The design of Palm Park will meet the requirement of the Texas Accessibility Standards (TAS) and City Code. This Phase Plan includes the scope of work by Altura Solutions, the accessibility consultant, to ensure the project follows applicable accessibility rules and standards.

**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 Council-approved Design Plan calls for conserving and maintaining natural space within the park. This will be a guiding principle for all work on the Waterloo Greenway including Palm Park. A goal of the design team has been to maintain flexibility with respect to City owned land.

**ALCOHOL USE IN THE PARK** (3.04 A.31)

This item is not applicable to the work outlined in the Palm Park Schematic Design and Design Development Phase Plan. If the design process identifies an opportunity for alcohol use in the park, a future Phase Plan will address this and follow all applicable regulations as outlined in City Code, the JDA, and foundational articles.

EXHIBIT A: PROJECT AREA DIAGRAM

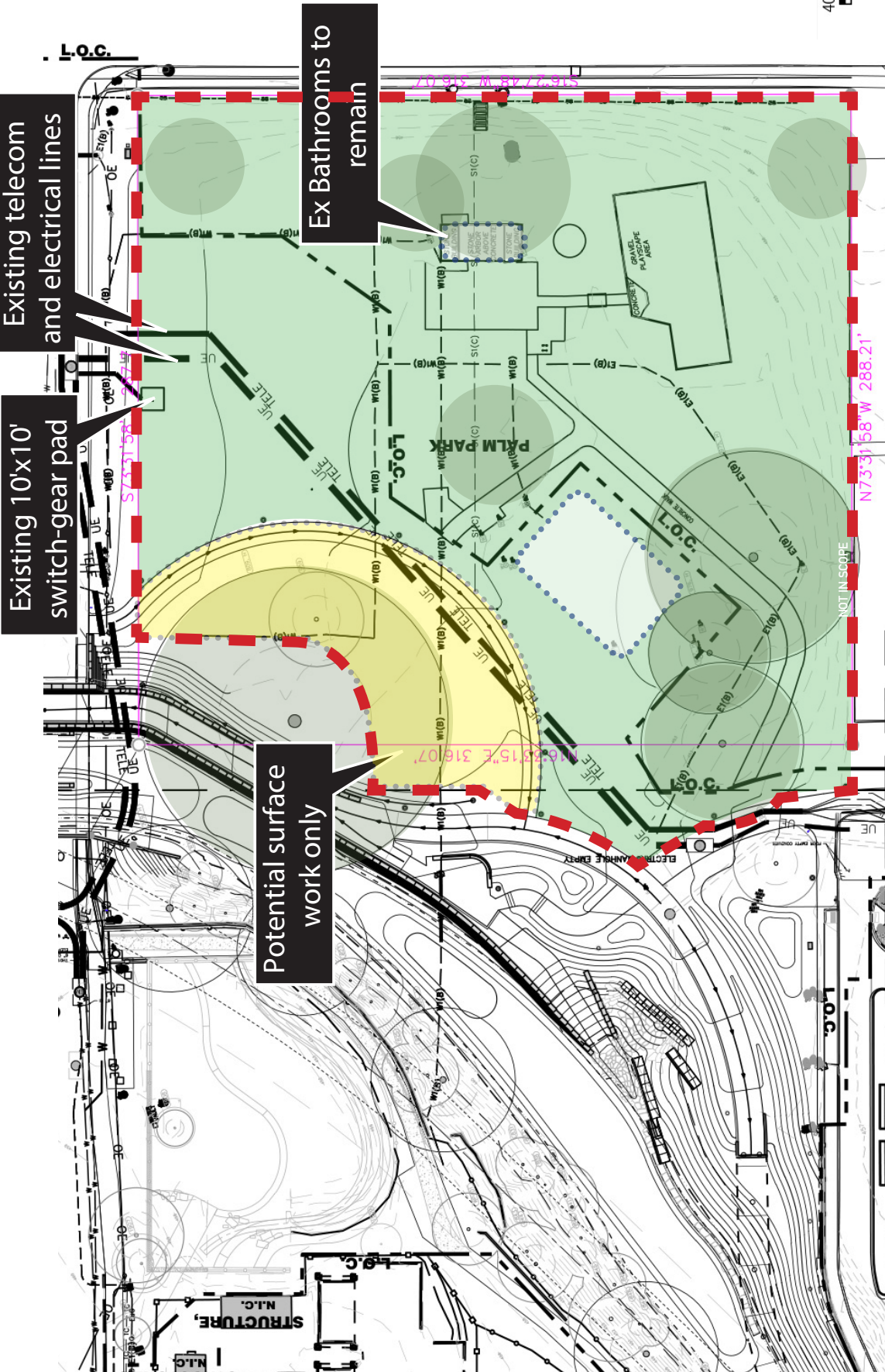


EXHIBIT B: PROJECT SCHEDULE

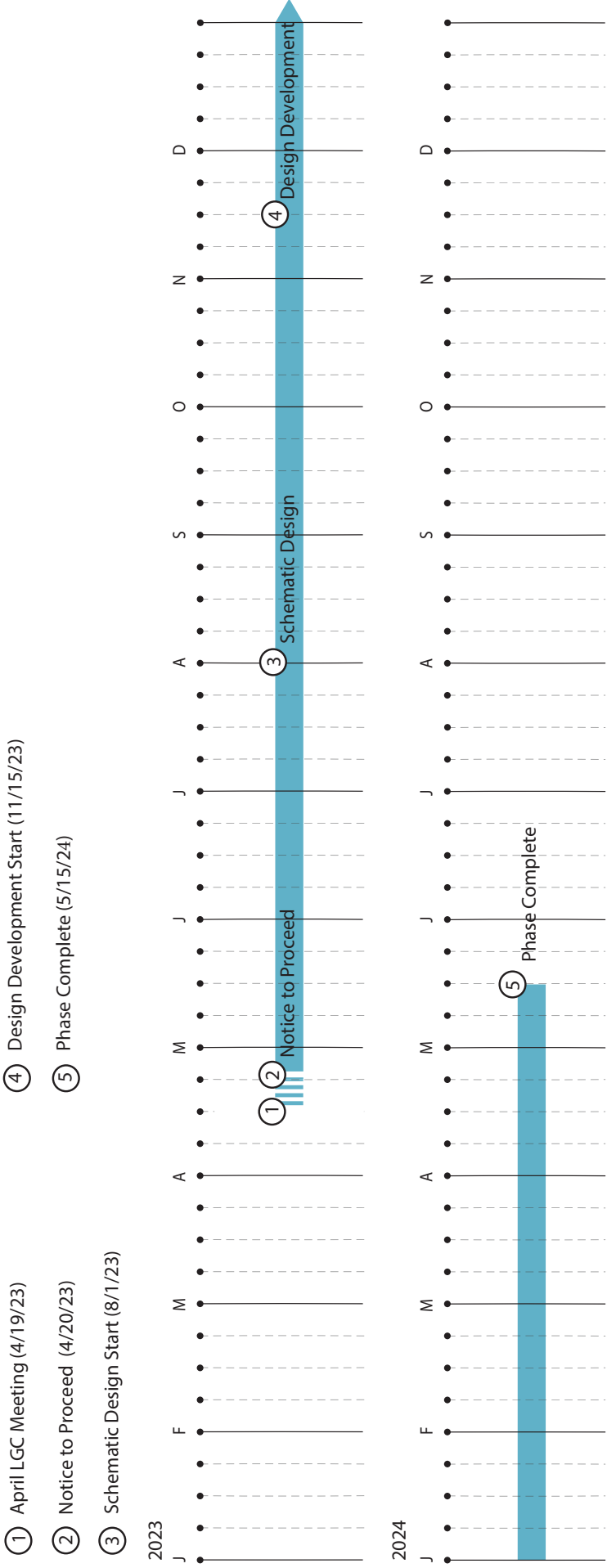
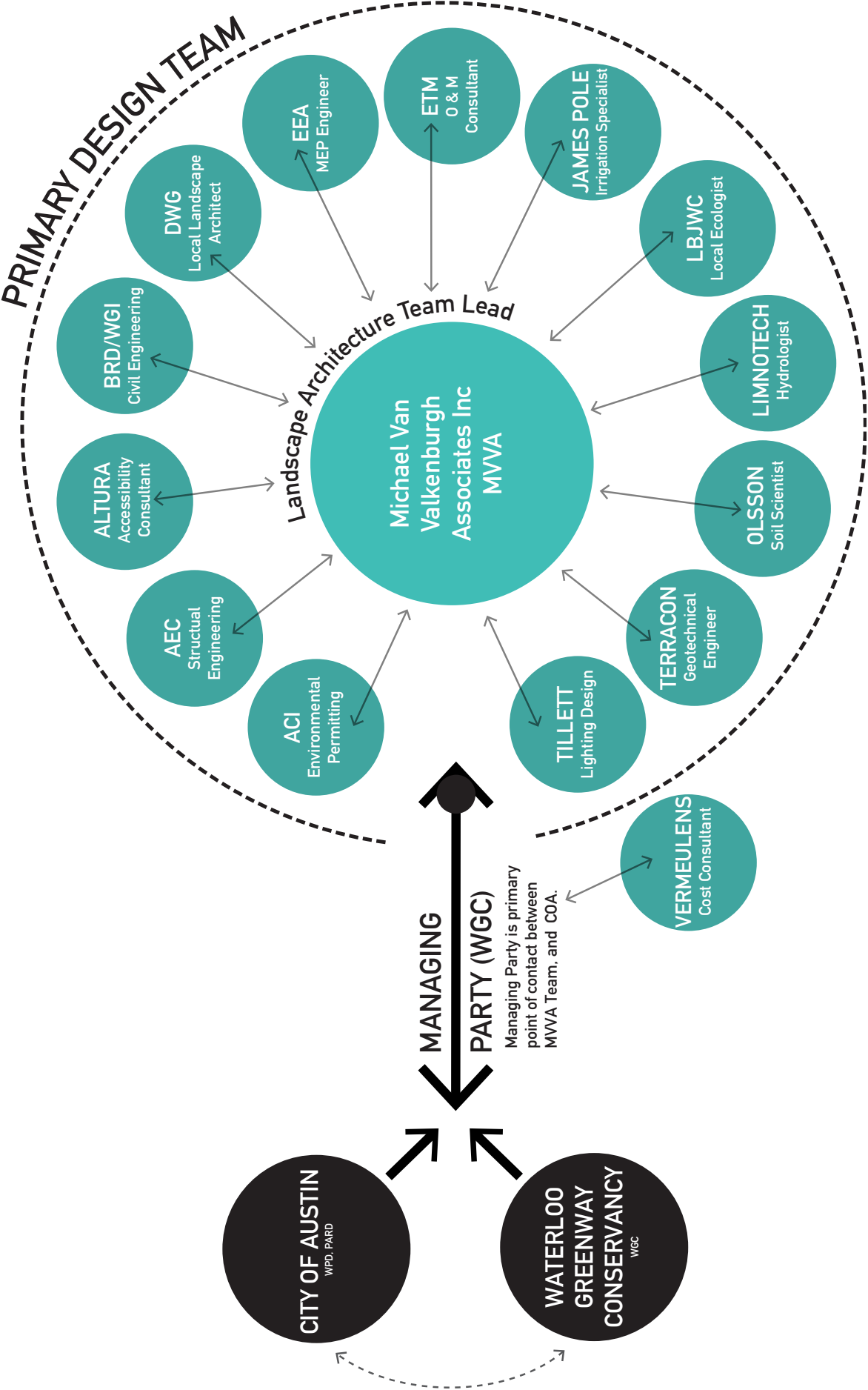




EXHIBIT C: ORGANIZATION CHART





## EXHIBIT D: IMPLEMENTATION PLAN

### IMPLEMENTATION PLAN

This Implementation Plan undertakes the Project Reengagement and Schematic and Design Development phases of Palm Park (between 2nd and 3rd Streets) as shown in Exhibit A: Project Area Diagram. This plan will also consist of a phase of Community Engagement that will run concurrent with Project Reengagement and the Schematic Design phase. Coordination of overall design, grading, and utilities with adjacent creek work under the Confluence Project is included.

#### **Task 0:**

#### **Project Reengagement and Community Engagement**

#### **Mid-April through mid-September, 2023 (14 weeks)**

The Project Reengagement work will be the focus of the first 14 weeks of the project scope and is structured by the first three trips MVVA would make to Austin in June-August. This time would first and foremost be structured around meetings and workshops in Austin ranging from budgeting and risk workshops, reconciliation of project objectives from the previous planning and design work, to reporting on these findings to critical stakeholders such as the WG Conservancy Board and LGC, PARD/WRD leadership. These sessions would be paired with important Community Engagement meetings where MVVA would assist the Conservancy in preparing graphics and a site model to present to community representatives. One of these sessions would be a workshop with children from the community as participants and where the play manufacturer (Monstrum) and MVVA will assist in the running a “creative studio” where participants will make models, sketches and narratives that may be developed into one of the play structures for the park. Except for the play workshop, Murry Legge (MLA), the architecture consultant, would also attend the Community Engagement meetings.

When the Schematic Design scope begins, at the completion of the Project Reengagement work sessions, the Community Engagement scope will continue in parallel. This work encompasses supporting the Conservancy’s efforts with the community and will involve attending calls with the Conservancy engagement team two weeks prior to each event and developing graphics and or simple model pieces that may help in the conversation with community representatives. It is assumed that these community events can be scheduled in coordination with the design team’s travel to Austin so that they may participate in these sessions.

#### **Task 1:**

#### **Schematic Design and SD Review + Costing**

#### **August through mid-November, 2023 (14 weeks)**

The Schematic Design Phase for Palm Park will encompass an abbreviated period of design work for Palm Park that will last for six weeks total, followed by an 8-week Costing and Design Review period. The 6-week design period overlaps with Community Engagement work and is focused on capturing project scope for the costing exercise by the Owner’s cost estimator. The six weeks of work will include further data collection, design, preliminary engineering, and initial iterative

capture of the project design in response to community feedback. During this 6-week period, a very limited but targeted team led by MVVA and consisting of Civil, MEP, Water Feature and Architecture consultants will advance the general configuration of site elements established during previous concept and SD work; this encompasses the design of park circulation, grading, material language, and program elements (gardens, ecological features, seating areas, etc.) that enable a variety of public uses and experiences that complement the context of the creek as its primary address. The integration of pre-existing park elements (such as Heritage Trees) will occur during this phase, as well as the siting of potential new park features that focus on family uses (play equipment, play gardens, shade structures, seating elements, water features, etc). It is anticipated the nature of this new programmatic layer for the park will be iterative in nature.

The existing bathroom structure has been determined eligible for Historic Landmark designation through outside consultant review and PARD. PARD has directed the design team to proceed as though the structure is listed on the National Register by following *The Secretary of the Interior's Standards for Treatment of Historic Properties* and has recommended that “Rehabilitation” is the most appropriate treatment as it provides greatest degree of flexibility.

During the final eight weeks of Schematic Design, the Owner will initiate a cost estimating exercise, to be performed separately by Vermeulens. The MVVA team will provide supporting information in the form of reference materials, design narratives, and notes on relevant considerations for unit costs, sourcing, and construction considerations. The budget for the design at Palm Park is assumed to be based on the elements captured in the Schematic Design cost model (V11) performed by Vermeulens on January 22, 2016. Schematic Design will be the key opportunity to confirm major program elements and their budgets; the end of Schematic Design will be the opportunity to refine the park program, budget, and potentially identify items for value-engineering. As is consistent with the Master Services Agreement, re-design related to value engineering will occur during Design Development.

### **Project Management and Meetings**

MVVA will provide lead project management and be the primary point of contact for the design team, in addition to coordinating among sub-consultants and with WGC/COA. Sub-consultants have only scoped internal project management needs.

### **Data Collection**

- The design team will review owner-provided geotechnical reports from adjacent projects and determine if additional geotechnical borings are required to establish a basis of design for site walls, foundations and slabs. If additional borings are required, MVVA will provide a request to WGC during the Schematic Design Phase.
- Much of the topographical and location survey information has been captured as part of the Confluence project. However, some additional survey work to capture specific elements will be needed. This may include the following: additional survey of boundary conditions, utility mains, delineation of the right-of-way, confirmation of adjacent property lines, and the site wall associated with the site abutting the south edge of the park.

- The design team will review the owner-provided TAS Assessment of the existing bathroom structure and determine if additional information is needed to assess the viability of converting the existing structure to a functional facility.

### **Design Criteria**

Design Criteria for the site will be established by MVVA, WGI, EEA and Murry Legge (MLA). This work will include confirmation of utility locations, development of site stormwater infrastructure to deal with the significant surface flows that the park currently experiences, investigation of sightlines from the adjacent rights-of-way and the creek trail, and access to park program.

### **Circulation, Grading, and Play Program**

MVVA will develop site grading, pathways, and walls in response to building a new circulation network that connects to the adjacent street edges to the creek trail system, MVVA will lead the design of pathways, topographic changes. The exploration of the program for family uses will engage COA stakeholders, and design direction from WGC is assumed to have particular focus on the development of play program and features (play equipment, water feature, planting design, etc). The play program represents significant work in the Schematic Design phase as it is expected to necessitate two rounds of working with key stakeholders to develop the right mix of play program—to address different ages of children and types of play.

### **Architecture**

MLA will develop design options for the repurposing of the existing bathroom structure, ensuring compliance with COA/PARD standards and codes for restroom structures. In close collaboration with MVVA, MLA will produce approaches for scalable and integrated shade and seating structures. It is anticipated that the community engagement process will inform the shade structure design.

### **Drainage and Stormwater Quality**

Based on MVVA's grading plans, WGI will evaluate drainage and stormwater conveyance for the new design and incorporate ties into the future existing water quality improvement features that are being developed in the design of the adjacent creek banks. The team will investigate the design potential of a demonstration area for best practices.

### **MEP**

EEA will provide initial MEP support for the landscape and architectural concepts as they develop through schematic design and will initiate coordination with Austin Energy if needed to support new park features.

### **Planting**

The park landscape will negotiate two primary programs: a central splash pad, and two play gardens. Planting design concepts and preliminary species lists will be developed with MVVA for the park. The existing trees will be carefully studied in order to incorporate them into the program of the park.

## **Water Feature**

In Schematic Design, the Water Feature consultant (TBD) will be engaged to provide the range of considerations (splash zone, maintenance, public health, minimum code requirements) the design team and client group must take into consideration when determining the type and extent of the water feature in the park.

## **Schematic Design Deliverables**

Drawings will be submitted in .pdf and AutoCAD format unless otherwise noted. Conversion to other file formats is not included in this scope. Due to the abbreviated timeframe for Schematic Design, MVVA and MLA will provide one drawing submission at 100% SD to COA/WGC for review. However, opportunities for design review will occur throughout the phase in the form of design meetings and presentations by the Design Team to WGC/COA. WGI, EEA and the Water Feature Consultant (TBD) will provide 100% SD Design Narratives to supplement MVVA and MLA's drawing submission and to support the costing exercise.

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

- MVVA (landscape architect and team lead)
  - Grading, planting, and layout plans
  - Illustrative plan (1)
- MLA (architect)
  - Plans, elevations and sections of renovated or restored restroom building and shade structure
  - 3D Visualization and schematic orthographic drawings
- WGI
  - Schematic design narrative to supplement the drawing package and for costing purposes.
- EEA (MEP engineer)
  - Written narratives describing existing MEP conditions of existing parkland building, renovations to the existing parkland building
  - Program for mechanical distribution is limited to renovation of existing parkland building
  - Program for electrical distribution within the park including site lighting, splash pad equipment room, renovation of existing parkland building
- Water Feature Consultant (TBD)
  - Written narrative of water feature design for cost estimation purposes.

## **Cost Estimation / Value Engineering**

This task includes review of one (1) cost estimate to be provided by the owner. It also includes a maximum of recommendations and example details for (2) pricing scenarios for specific design alternatives (e.g. CIP concrete vs. stone block retaining walls) and related systems (e.g. foundations, adjacent slope stabilization work, railings). Modifications to

slope work that is part of the Confluence design and construction should be avoided. Items identified for value engineering will be incorporated into Design Development drawings.

## **Task 2:**

### **Design Development and DD Review + Costing**

**Mid-November, 2023 through Mid-May, 2024 (26 weeks)**

This task will last for 26 weeks total, with the last 8 weeks comprising the cost estimate and COA review/MVVA response period. During the Design Development phase, the full MVVA team will be mobilized and will employ an iterative design process during this phase to develop detailed layout plans, grading plans, and site sections, and to test the feasibility of the design relative to feedback received from the Community Engagement process and the criteria identified during Schematic Design, as well as the design goals established during the CCF Phase Plan. The team will prepare a drawing set that describes the form, size, and materials of the project, as well as the structural, mechanical, and electrical systems to be utilized. During the Design Development phase, DWG will provide coordination with the City Arborist to review the schematic design and assess any risks or concerns. DWG will also provide guidance on the permitting requirements of the water feature.

### **Project Management and Meetings**

MVVA will provide lead project management and be the primary point of contact for the design team, in addition to coordinating among sub-consultants and with WGC/COA. Sub-consultants have only scoped internal project management needs.

### **Data Collection**

If design changes during Schematic Design require further geotechnical exploration, the design team may request additional exploration with approval from COA/WGC. AEC, MGC and Terracon would identify the locations and number of these borings to present to COA/WGC. Also, additional survey information – such as specific spot elevations for topography or verification of existing site features – may be requested at this time of the owner-provided surveyor.

### **Design Criteria**

The design criteria established during Schematic Design will be advanced and refined during Design Development. A summary of the factors that will influence these advanced criteria are:

- COA/WGC comments from 100% Schematic Design
- Incorporation of value engineering recommendations from Schematic Design
- Integration of adjacent and overlapping systems (for example, soil transitions from planted water quality features to MSE walls)
- If relevant, design and construction scheduling/sequencing updates from adjacent development

- Initial discussions with contractor regarding scheduling, sequencing, and constructability provided that a contracting method that includes preconstruction services is selected (contractor selection will be addressed in a subsequent Phase Plan)

### **Drawings and Deliverables**

Drawings will be submitted in .pdf and AutoCAD format. Conversion to other file formats is not included in this scope. A 50% Design Development package will be submitted to COA/WGC for review.

The following consultants will produce drawings for the Design Development phase:

- MVVA (landscape architect and team lead)
  - Site preparation and demolition plans
  - Layout and materials plans
  - Planting plans and lists
  - Lighting plans
  - Site sections
  - Fine grading plans
  - Furnishings and details
  - Geotechnical details
- MLA (architect)
  - Plans, elevations and sections of new restroom building and shade structure
  - 3D Visualization and schematic orthographic drawings
- WGI (civil engineer)
  - Civil site layout plan / grading plan
  - Site utility plan
  - Existing conditions and demolition plan
- EEA (MEP engineer)
  - Lighting, electrical service, and equipment location plans
  - Plumbing service and equipment location plans
  - Circuiting schedules, wiring diagrams, pipe schedule, valves and fitting diagrams
  - Component schedules and relevant additional documentation
- AEC (structural engineer)
  - Structural documentation for splash pad substructure, play equipment footings, shade structure foundations, and other footings and foundations as appropriate
  - Structural demolition plan
- Altura (Accessibility consulting)
  - Preliminary plan review (based on DD documents) for compliance with the TAS
- James Pole (Irrigation)

- Irrigation plans
- ETM (O+M)
  - Draft of standalone chapter to the Waterloo Greenway Site Management Manual for Palm Park
- Water Feature Consultant (TBD)
  - Plan and sections of fountain nozzle layout and preferred pipe routing
  - Schematic of fountain hydraulic systems

### **Specifications**

MVVA will lead and oversee the production of project specifications, which will follow the 16-Division CSI format (MasterFormat). The consultants that will contribute directly to this effort (either through selecting appropriate standard specifications or project-specific modifications) will be:

- MVVA (landscape architect and team lead)
- MLA (architect)
- WGI (civil engineer)
- EEA (MEP engineer)
- AEC (structural engineer)

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

This task includes reconciliation of two (2) cost estimates provided by the owner and/or a contractor if a contracting method that includes preconstruction services is selected. Contractor selection will be addressed in a subsequent Phase Plan and this scope will only be utilized if appropriate and based on the outcome of that process. It also includes a maximum of (1) pricing scenario for a specific design alternative (e.g. CIP concrete vs. stone block retaining walls) and related systems (e.g. foundations, adjacent slope stabilization work, railings). Items identified for value engineering will be incorporated into Construction Document drawings.

### **Deliverables**

- 50% Design Development drawings and outline specifications (delivered in AutoCAD and .pdf format)
- 100% Design Development drawings and draft specifications (delivered in AutoCAD and .pdf format)
- Illustrative plans, sections, diagrams, and perspective renderings (max. 5) to describe intent and experiential qualities of the design
- Design Development Operations & Maintenance Budget and description of assumptions. This will also include estimates of needs for staffing, facilities and equipment, as well as management and operations recommendations.
- Memo listing potential VE strategies (following owner-provided cost estimate)

### **COA Stakeholder Meetings**

Throughout the design process, MVVA may be called upon to make presentations to executive-level stakeholder groups including: PARD Board, City Council Sub-committees, and the WGC Board. There will also be up to two meetings

associated with the Historic Landmark designation process (potentially one meeting with the Architectural Review Committee of the Landmark Commission, and one meeting with the Landmark Commission). This task includes the preparation for and attendance (assuming meeting dates are concomitant with other SD or DD trips) at these presentations in Austin, using materials that are being produced under other tasks in the Palm Park project. New graphic material (e.g. perspective renderings) that are not being produced for other tasks is not included. This proposal assumes a maximum of three presentations.

### **Task 3:** **SITES**

DWG will lead all SITES efforts for the design team, with support from MVVA. DWG will attend one work session with the owner team to define project goals and sustainability targets. During the Design Development phase, DWG will complete credits for Sections 1 & 2 to the greatest extent possible, however it is anticipated that credits C1.5, P2.3, and C2.4 will require input from work to be completed during later phases. DWG will perform an assessment of the scorecard against the team's DD documentation, verify design still meets project goals and sustainability targets, and communicate any risks to MVVA and ownership team. Additionally, DWG will coordinate with MVVA and subconsultant team to review and provide feedback on draft DD specifications for anticipated SITES credits.

As the Owner team is taking the lead on Community Engagement, design team assumes Owner team will be responsible for generating documentation for these credits. DWG and MVVA will use this documentation to track SITES-related credits during SD/DD and into future phases.



## EXHIBIT E: PROJECT BUDGET

<b>PALM PARK SCHEMATIC DESIGN AND DESIGN DEVELOPMENT PHASE PLAN</b>		
	Fees	Reimb
<b>1. Engagement, SD, DD, and SITES</b>		
Professional Service Fees (MVVA Team)	\$653,216	\$36,050
Cost Consulting Fees (VCC)	\$32,300	\$0
	\$685,516	\$36,050
<b>2. Allowances + Cost Overrun</b>		
Splash Pad Allowance	\$20,000	--
Allowances Total:	\$20,000	--
Cost Overrun Reserve (5%)	\$33,500	--
<b>SUMMARY</b>		
<b>1. Professional Services and Reimbursables</b>	\$685,516	\$36,050.00
<b>2. Allowances + Cost Overrun</b>	\$53,500	--
<b>TOTAL:</b>	<b>\$739,016</b>	<b>\$36,050.00</b>

## EXHIBIT F: CAPITAL NEEDS PROJECTION

PALM PARK SCHEMATIC DESIGN AND DESIGN DEVELOPMENT PHASE PLAN		
Total Fees & Reimbursables		
\$721,566		
Months	Activity	Fees
1	Community Engagement	\$28,566
2	Community Engagement	\$63,000
3	Community Engagement	\$63,000
4	Schematic Design	\$63,000
5	Schematic Design	\$63,000
6	Schematic Design	\$63,000
7	Design Development	\$63,000
8	Design Development	\$63,000
9	Design Development	\$63,000
10	Design Development	\$63,000
11	Design Development	\$63,000
12	Design Development	\$63,000
TOTAL: \$721,566		

\*Projections will fluctuate in response to adjustments in work flow

**EXHIBIT G: JDA PROCUREMENT REQUIREMENTS****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 10<sup>th</sup> day of each month to track (i) the utilization on a percentage basis of M/WBE firms in the design and construction of the Projects; and (ii) a summary of the Managing Party's efforts to implement the standards and principles of the M/WBE Program Ordinance. SMBR shall provide the forms to be used by the Managing Party in submitting such reports.
- (d) Within thirty (30) days of receipt of the Managing Party's final monthly report (as is required under paragraph (e) above for the preceding year, January 1<sup>st</sup> through December 31<sup>st</sup> (the "**SMBR Compliance Period**"), SMBR shall determine whether the Managing Party is in compliance with the requirements of this **Exhibit "G"**.

Waller Creek Project  
Approved Consultant List

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



## EXHIBIT H: INSURANCE CERTIFICATES



## CERTIFICATE OF LIABILITY INSURANCE

MICHVAN-01

MDONOVAN

DATE (MM/DD/YYYY)  
5/2/2022

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	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Charter Oak Fire Insurance Company A++ (XV)	NAIC # 25615
	INSURER B: Phoenix Insurance Company A++, XV	25623
	INSURER C: Travelers Property Casualty Company of America	25674
	INSURER D: Travelers Indemnity Company, A++, XV	25658
	INSURER E: Travelers Casualty & Surety Co. of America A++, XV	31194
	INSURER F:	

## 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 CERTIFICATION 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	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTB		INSD	WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	68009H708658	5/1/2022	5/1/2023	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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						
B	<input checked="" type="checkbox"/> 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	X	X	BA007R16786A	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		CUP005D158369	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB004K673919	5/1/2022	5/1/2023	<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
E	<input checked="" type="checkbox"/> Professional Liab			107084166	5/1/2022	5/1/2023	Per Claim \$ 5,000,000
E				107084166	5/1/2022	5/1/2023	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

Waterloo Greenway 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 Jared Maxwell

ACORD 25 (2016/03)

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