

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

April 6, 2016

Mr. Tom Meredith Vice President Waller Creek Local Government Corporation

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

Dear Tom:

Enclosed herewith you will find the Palm Park Schematic Design Phase Plan covering professional services only. Future phase plans for the remainder of professional services, Design Development through Construction Administration, will be presented after this phase is complete. Please refer to the enclosed Exhibit F for a Project Budget including identification of funding sources.

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

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

Sincerely,

Peter Mullan Chief Executive Officer Waller Creek Conservancy Proposing Party

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

8/16

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

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

Date

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

Palm Park Schematic Design Phase Plan

Proposing Party: Waller Creek Conservancy



April 6, 2016

Waller Creek District: Palm Park Schematic Design Phase Plan

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~	#	Section	Торіс	Description	Notes
		3.02.B	Responding Party Review	Complete before submission to LGC	
		3.02.B.(i)	Cover Letter		
		3.02.B.(ii)		Date of submission	4/6/16
				Identify the provision in the JDA calling for the	
		3.02.B.(iv)		submission	Exh H, Page 16
+	1	3.04.A.1	General	Exec Summary with narrative	Pg 1
	1a	5.04.11		Schedule with milestones	Exhibit B, Pg 7
	1b			Implementation Plan	Exhibit D Pg 9
	2	3.04.A.2 (i)	Identify Team	List all professionals and their discipline	Pg 3
+	2a	3.04.A.2 (ii)	Contracting Method	Proposed Construction Delivery Method	N/A
		<u>5.0 (</u>	Designate the Reviewer of	rioposed construction Denvery Method	N/A - no construction is included in
	2b	3.04.A.2.(iii)	Construction Schedule	Project Director or Managing Party	this scope of work
				Prelim site plans, architectural plans, elevations,	Graphic materials will be generated as
	2c	3.04.A.2 (iv)	Graphical Material	other design materials	a part of this scope of work
				Map of District showing Limits of Phase Plan	**
	3	3.04.A.3	District Map	Area	Exhibit A, Pg 6
		5.01.11.5		All Phase Plan costs including allowances and	
	4	3.04.A.4	Project Budget	contingencies	Exhibit F, Page 14
		5.01.21.7	Funding Sources	list source	
			Funding Sources	list where funds are to be held	
-	4c		Funding Sources	list constraints on use of funds	
				capital repair, operating and maintenance	N/A - no construction is included in
	4d		Post Construction Budget	budgets	this scope of work
-	5	3.04.A.5	Cost Overrun Plan	identify how any cost overruns will be funded	Pgs 4-5
		5.04.71.5		If the proposed project does not comply with	
			Compliance with Foundational	the terms of the JDA, the proposed	Pg 3
	6	3.04.A.6	Articles	modification to the JDA is provided here.	
	0	3.04.71.0		Outline any third-party agreements that will	N/A - none contemplated in this
	7	3.04.A.7	Third Party Agreements	need to be obtained	scope of work
	/	3.04.71.7	Property Procurement Process		
	8	3.04.A.8	Requirements	Local Government Code Sections 252 and 271	Pg 2
-	9	3.04.A.9	MWBE Participation	Outline plan	Exhibit H, Pg 16
-+		5.04.11.7		Identify responsibilities for obtaining approvals	
				from Government Authorities for design and	N/A - none contemplated in this
	10	3.04.A.10	Public Improvement Projects	construction	scope of work
-+	10	3.04.11.10	Tuble Implovement Tibleets	Plan for obtaining approvals and permits for	N/A - none contemplated in this
	11	3.04.A.11	Operations Permits	operations	scope of work
	11	5.04.111			
				Identify and map all easements and other real	this work will be done within the scope
	12	3.04.A.12	ID and Mapping Easements	property interests.	of multiple phase plans as required
	12	5.04.12		property interests.	
				Identify any requirements that apply to the use	Funding letter
	13	3.04.A.13	Requirements on Use of Fund	of tax-exempt obligations, grants or other funds	
	13 13a	5.07.1.1.5	requirements on Osc or Funds	Texas Transportation Code Chapter 431	Funding letter
	13a 13b			City Code and Other Applicable Law	Funding letter
-+	1.50			ony sour and other applicable Law	Exhibit I, Pg 19: bonding is not
	14	3.04.A.14	Insurance and Bonding	Provision of insurance and bonding in Article 9	required for professional services
+	17	5.01.1.17		rovision or mourance and bonding in fittlet	N/A - none contemplated in this
	15	3.04.A.15	Use by City	Identify terms for use by the City	scope of work
-+	15	5.07.1.15		identity terms for use by the Oity	N/A - none contemplated in this
	16	3.04.A.16	Activities and Rates	Identify activities by groups	scope of work
	10	5.07.1.10		identity activities by groups	N/A - none contemplated in this
	17	3.04.A.17	Maintenance in ROW's	Identify of maintenance of District ROW's	scope of work
	1 /	J.04.A.1/		Identify of maintenance of District ROW's Identify how utilities will be provided, cost of	N/A - none contemplated in this
	18	3 04 4 19	Utilities	services, metering etc	scope of work
	10	3.04.A.18			N/A - none contemplated in this
	10	3 04 4 10	Operations and Maintenan	Identify operations and maintenant at a	scope of work
	19	3.04.A.19	Operations and Maintenance	Identify operations and maintenance standards create a pro forma re fees, licensing to cover Op	N/A - none contemplated in this
	20	2 04 4 20	Derropue Courter and Fran	1	scope of work
	20	3.04.A.20	Revenue Source and Fees	Expenses	scope of work

Palm Park SD Phase Plan Proposal Checklist

~	#	Section	Торіс	Description	Notes
					N/A - none contemplated in this
	21	3.04.A.21	Commercial Design Standards	Identify if Comm Design Stds apply	scope of work
					N/A - none contemplated in this
	22	3.04.A.22	License Agreements	Identify if License Agreements apply	scope of work
				Identify any license agreements necessary for	N/A - none contemplated in this
	23	3.04.A.23	Naming Rights	naming rights	scope of work
				Identify if there is a proposed change in	N/A - none contemplated in this
	24	3.04.A.24	Change in Ownership	ownership of a Public District Site	scope of work
				Identify the capital needs timing for City	Exhibit G, Pg 15
	25	3.04.A.25	Capital Needs Timing	Planning purposes	
			Payment to PARD or other	Identify how payments will be made to PARD	N/A - none contemplated in this
	26	3.04.A.26	City Departments	or other City Depts for their operations	scope of work
				Identify public accessibility and provisions	N/A - none contemplated in this
	27	3.04.A.27	Public Accessibility	thereof	scope of work
				Identify timing of transfers of improvements	N/A - none contemplated in this
	28	3.04.A.28	Timing of transfers	and land	scope of work
					A core element of the approved Design Plan calls for maintaining
				Identify the ways projects will be designed to	natural space and will be a guiding
	29	3.04.A.29	Maintain natural space	maintain natural space	principal in the work herein
			Maintain flexibility of City	Identify how the flexibility of City Owned	The design team will include
	30	3.04.A.30	owned properties	properties will be maintained	maintaining flexibilty as a design goal
			tt	Identify any desired exemptions of City Code or	
	31	3.04.A.31	Issues related to alcohol use	park rules	scope of work
	32	3.04.A.32	Other Relevant Info		
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Palm Park SD Phase Plan Proposal Checklist

Phase 1: Schematic Design of Palm Park April 6, 2016

EXECUTIVE SUMMARY and NARRATIVE

This phase undertakes the schematic design 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 into construction. This authorization will be sought from the LGC once all bidding has been completed and a guaranteed maximum cost for construction has been established. 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:

- Design of Palm Park
- Close coordination with requirements of Waller Creek Mouth (separate phase plan)
- Ongoing coordination with emerging development

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 1: Schematic Design
- Task 2: Ongoing Coordination and Design Review of Emerging Development

This phase builds upon the work initiated in Creek Corridor Framework Plan, which was completed in September 2015. Schematic Design, which engages the MVVA consultant team, will begin to engage the programmatic challenges of Palm Park. The project will require extensive coordination with the Parks and Recreation Department (PARD) and the Watershed Protection Department (WPD), but will also be developing the program with the direct input from the Waller Creek Conservancy. The scope of work included in this phase plan provides for the management of a solicitation process should the decision be made to add a local architect to the team for Palm Park.

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

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

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

PERFORMANCE PERIOD

The anticipated performance period is 16 weeks. This encompasses 12 weeks for design and engineering, and 4 weeks for costing and review.

PROJECT IDENTIFICATION

Project Title: Palm Park Schematic Design Phase Plan (or "Project") Project Location: Austin, Texas (See Exhibit A for Project Area Diagram)

POINTS OF CONTACT

Managing Party:

Waller Creek Conservancy / Benz Resource Group

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

Waller Creek Conservancy

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

John Rigdon jrigdon@wallercreek.org (512-541-3520)

Responding Party:

City of Austin, Watershed Protection Department Kristin K. Pipkin, <u>kristink.pipkin@austintexas.gov</u> (512-974-3315) Mike Kelly, <u>mike.kelly@austintexas.gov</u> (512-974-6591)

City of Austin, Parks and Recreation Department

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

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

Other contacts:

City of Austin, Planning & Zoning Department Tonya Swartzendruber, <u>tonya.swartzendruber@austintexas.gov</u> (512-974-3462)

Consulting Team Lead:

MVVA President and CEO: Michael Van Valkenburgh, <u>michael@mvvainc.com</u> (718-243-2044) MVVA Project Manager and Point of Contact: Tim Gazzo, <u>tgazzo@mvvainc.com</u> (718-243-2044) MVVA Principal: Gullivar Shepard, <u>gshepard@mvvainc.com</u> (718-243-2044)

CONSULTANT TEAM LIST

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

- Team Lead, Landscape Architect: Michael Van Valkenburgh Associates, Inc. (MVVA)
- Civil Engineer: Big Red Dog Engineering
- MEP Engineer: EEA
- Tree Care & Consulting: Davey Tree
- Project Management, Managing Party: Benz Resource Group
- Cost Consulting: Vermeulens Cost Consultants
- Surveying: McGray & McGray Land Surveyors

CONTRACTING METHOD

All of the consultants and sub consultants included in this scope of work are under contract directly to the Waller Creek Conservancy. MVVA and their sub consultants are currently working with the Master Services Agreement (MSA) that was put into place in May 2015.

All of the consultants and sub consultants identified by name in this Project were under agreement prior to the execution of the Joint Development Agreement. Any subsequent consultants such as a site surveyor or title company will be selected utilizing methods that meet the City of Austin Ordinance for procurement of services.

COMPLIANCE WITH FOUNDATIONAL ARTICLES OF THE JDA

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

SCHEDULE

The Services required by this Phase Plan shall be provided from April 2016 through June 2016.

MVVA team fees have been calculated based on the following schedule, which is shown in greater detail in **Exhibit B**, **Project Schedule**.

Mid-April 2016:	Schematic Design to 50%
Mid-April - May 2016:	50% Schematic Design, COA/WCC 2-Week Review
May 2016:	100% Schematic Design
June 2016	Cost Estimation
Ongoing:	Coordination with Emerging Development

GENERAL SCOPE OF SERVICE REQUIREMENTS

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

PROJECT BUDGET

Services will be performed on a "not-to-exceed" fee basis, assuming the schedule is not significantly extended beyond August 6th, 2016. The fees are as follows:

MVVA Team: \$159,590 Benz Resource Group: \$29,615 Vermeulens Cost Consultants: \$6,031 SubTotal: \$195,236

In addition, estimated reimbursable expenses are: MVVA Team: \$16,000 Benz Resource Group: \$1,800 SubTotal: \$17,800

Allowances: MVVA Additional Two Renderings \$4,800 Big Red Dog: \$10,000 fees and \$1,000 expenses = \$11,000 EEA: \$5,000 fees and \$500 expenses = \$5,500 Surveying: \$15,000 Davey Tree Care: \$4,500 fees and \$500 expenses = \$5,000 Cost Overrun Reserve: \$75,000 SubTotal: \$116,300

Grand Total of fees, reimbursable expenses and allowances: \$329,336

The City of Austin Parks and Recreation Department (PARD will contribute an amount not to exceed of \$164,668 toward the Palm Park Schematic Design Phase Plan. The Waller Creek Conservancy will contribute an amount not to exceed of \$164,668. In accordance with Section 10.01 (Project Disbursement Fund Account) of the Joint Development Agreement between the City of Austin, Waller Creek Local Government Corporation, and Waller Creek Conservancy, upon approval of regularly submitted invoices by the Conservancy, the City will disburse payment accordingly to the appropriate Project Disbursement Fund Account. See Exhibit G – Capital Needs Projection.

COST OVERRUN PLAN

In accordance with Section 3.04.A.5 of the JDA, the identification of the source of funds for cost overruns is required. For this Phase Plan, a cost overrun would be caused by a request in a change of the scope of services outlined. Any request for change will require an amendment to this Phase Plan, including identification of the source of funding, and will require approval of the Proposing Party and the Responding Party.

MVVA team fees and estimated reimbursable expenses are shown in Exhibit F, Fee and Expense Summary. Individual consultant fee proposals are included in the attachment, Individual Consultant Fee Proposals.

Services will be performed on a "not-to-exceed" fee basis, assuming that the schedule is not significantly extended beyond 60 days what has been allocated for each task. Given the rapidly changing nature of development conditions around the creek, and the nearly inevitable discovery of unforeseen issues as part of the planning process, MVVA reserves the right to reapportion fees and expenses among tasks and sub-consultants upon review and approval of the client.

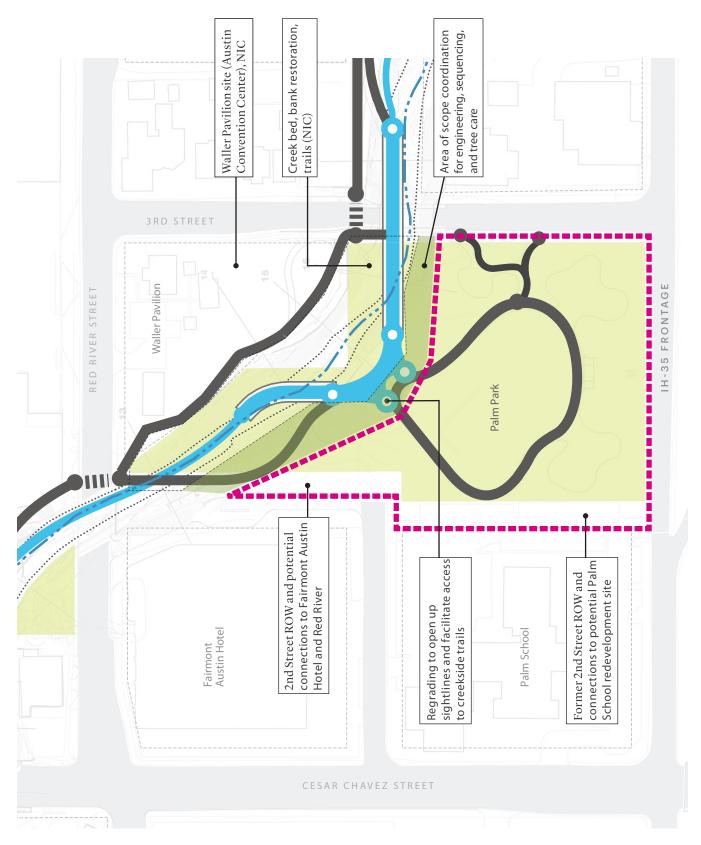
LIST OF EXHIBITS - Phase Plan

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

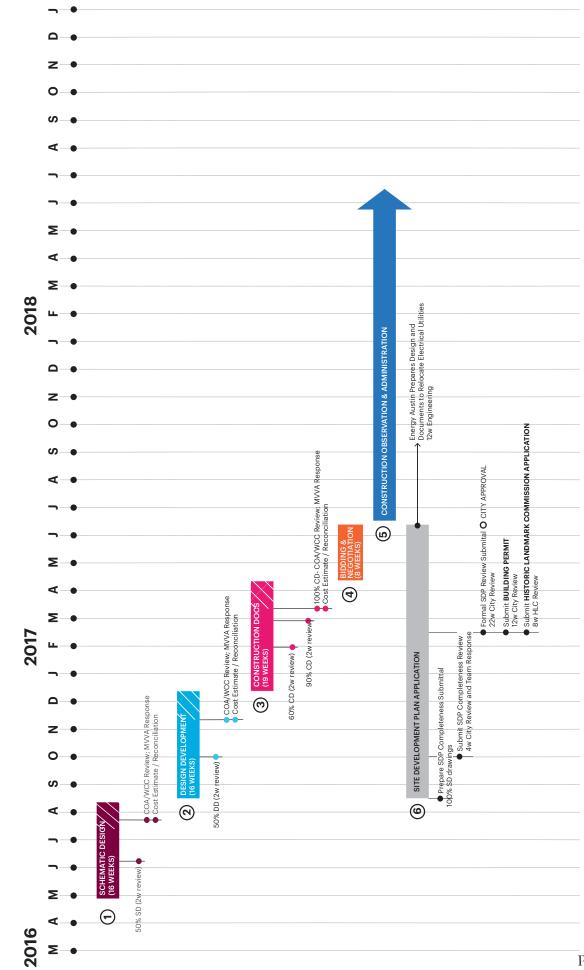
SUPPORTING DOCUMENTATION (under separate cover)

- EXHIBIT L Benz Resource Group Proposal
- EXHIBIT M Vermeulens Cost Consultants Proposal









General Comments

- See Project Area Diagram (Exhibit A) for extents of Work Area.
- Phase durations (shown in weeks) include design, COA Review, owner-provided cost estimate, and MVVA Team reconciliation
- Numbers under "COA/WCC Meetings (in Austin)" represent estimated number of meetings, NOT person-trips.
- References to "XX% Progress Set" are for internal team review only. All consultants (including those who are not producing drawings included in the final set) will review progress sets to evaluate integration of their materials.
- All cost estimates are assumed to be performed by others (WCC).
- Public Engagement: Materials created during the design process will be made available to WCC, but other participation in public engagement is not included in this scope.
- Illustrative material (rendered plans, sketch perspective views, 3D study models, etc.) will be produced to communicate design intent to WCC/COA; requests for additional material (i.e. donor books, renderings for publication, presentation models, and work in other phase plans, etc.) is excluded.

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TASK 1: Schematic Design (24 weeks)

of the creek as its primary address. The integration of pre-existing park elements (such as Heritage Trees and the existing bathroom structure) will occur during this phase, as well as the In this task, MVVA and its subconsultants will advance the park design strategies and further develop park program established during the Creek Corridor Framework Plan. During this 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 siting of potential new park features that focus on family uses (play equipment, play gardens, water features, etc). It is anticipated the nature of this new programmatic layer for the period, the MVVA team will advance the general configuration of site elements established during the Waller Creek Framework Plan; this encompasses the design of park circulation, park will be iterative in nature.

material precedents) in conjunction with the drawing set for this phase of work. This will establish the design and performance criteria against which the subsequent drawings will be The primary deliverable will be a Schematic Design package with plans, sections, and standard details. MVVA will also prepare a narrative of design intent (diagrams, renderings, text evaluated.

- General Notes:
- Scope assumes that an architect for the renovation of the existing bathroom building will be selected during the schematic design phase. 0
- o Scope assumes that the design team is not obligated to design to a specific budget.
- 1.1 Project Management and Meetings
- o MVVA will lead coordination among sub-consultants and with WCC/COA. Sub-consultants to only scope internal project management needs.
 - 1.2 Data Collection

o If information gathered by the owner during Schematic Design requires further investigation, the design team may request additional geotechnical investigations with approval from the COA/WCC.

1.3 Design Criteria

 Consultant team will synthesize client/stakeholder input into discipline-specific design criteria to be incorporated into drawings. (For example, direction given with regard to maintenance responsibilities will inform the sizing and selection of light fixtures and supports.)

- 1.4 Drawings
- 50 %Progress Set is a team-internal deadline for exchange of drawing bases.
- Schematic Design package will be delivered to WCC/COA in AutoCAD 2010 and .pdf format.
- 1.5 Cost Estimation / Value Engineering

o MVVA Team will review and provide comment on a cost estimate (owner provided). MVVA Team will comment on VE items identified by others, but incorporation of VE items into drawings is excluded. It is anticipated that VE changes will be incorporated in the subsequent design phase.

Waller Creek - Palm Park SD Scope Matrix January 25, 2016 (v1)

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EXHIBIT D: IMPLEMENTATION PLAN

Phase 1: Schematic Design of Palm Park

April 18, 2016 through August 6, 2016 (16 weeks)

This phase encompasses Palm Park (between 2nd and 3rd Streets) as shown in Exhibit A: Project Area Diagram. Note that deliverables specifically related to the adjacent creek area is captured under another scope, but coordination of overall design, grading, and utilities with adjacent creek work is included.

The Schematic Design of Palm Park will last for 16 weeks total, and is led by MVVA. The first 12 weeks are scheduled for design and preliminary engineering. During this period, the MVVA team will advance the general configuration of site elements established during the Waller Creek Framework Plan; 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 and the existing bathroom structure) will occur during this phase, as well as the siting of potential new park features that focus on family uses (play equipment, play gardens, water features, etc.). It is anticipated the nature of this new programmatic layer for the park will be iterative in nature. Also, Schematic Design will continue to anticipate the future conditions of a rapidly changing context of the surrounding development sites and the connection to Lady Bird Lake that the creek trail provides.

The recently completed Creek Corridor Framework Plan establishes a solid groundwork for circulation throughout the corridor and overarching design principles related to ecology, hydrology, and urban adjacencies. However, the core mission of the Framework Plan was highly focused on the Waller Creek channel – not the urban park spaces.

During the final 4 weeks of Schematic Design, Benz Resource Group will initiate a cost estimating exercise, to be performed separately by the Construction Manager and by Vermeulens. The MVVA team will provide supporting information in the form of reference materials, product cut-sheets, and notes on relevant considerations for unit costs, sourcing, and construction considerations. The budget for the design at Waterloo Park is assumed to be based on the elements captured in the Concept Design cost model (V11) performed by Vermeulens in 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.

MVVA will participate in (4) stakeholder outreach meetings during Schematic Design. This includes materials created as part of the Palm Park design process, as well as other supporting graphic and illustrative exhibits. MVVA anticipates an iterative process with WCC in the development of these materials in order to craft a compelling and consistent message to key stakeholders. MVVA also assumes that WCC will be leading the organization, scheduling, agenda, and facilitation of these stakeholder meetings, and that these meetings will be scheduled to coordinate with regularly scheduled monthly travel to Austin.

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 (via bi-weekly team calls) and with WCC/COA. Sub-consultants have only scoped internal project management needs.

Data Collection

Data Collection Deliverables

- Geotechnical report based on owner-provided geotechnical exploration (e.g. borings). This report will establish a basis of design for site walls, foundations and slabs.
- Identification and review of additional owner-provided survey work. Much of the topographical and location survey information has been captured as part of the Creek Mouth phase. However, some additional survey work to capture specific elements will be needed. This may include: additional survey of boundary conditions, utility mains, delineation of the right-of-way, confirmation of adjacent property lines, and the recently completed site wall associated with the development site abutting the southwest edge of the park.
- An Owner-provided survey of the tree canopy including a high-level assessment tree conditions will establish the baseline information for developing the site work proposal. The design team is including an allowance for a more in-depth assessment of the tree health for the champion Durand Oak that exists on park site, and anticipates close coordination with PARD Forestry.

Design Criteria

Design Criteria for the site will be established by MVVA, BRD, EEA and Davey Tree. This work will include confirmation of utility locations and the feasibility of rerouting the overhead electrical line that currently passes through the park site, development of site stormwater infrastructure to deal with the significant surface flows that the park currently experiences, investigation of sightlines from the adjacent right-of-ways and the creek trail, and accessibility to all of the 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. BRD will prepare design criteria for pavement, retaining walls and curbs < 4' in total height. The exploration of the program for family uses will engage COA stakeholders, and design direction from WCC and 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 iterative rounds of working with key stakeholders to develop the right mix of play program—to address different ages of children and types of play.

Drainage and Stormwater Quality

Based on MVVA's grading plans, BRD will have an important role to prepare drainage and stormwater quality criteria that coordinate across geotechnical and soils considerations. During this task, BRD will also evaluate drainage and stormwater conveyance for the new design, and incorporate ties to 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.

Planting and Electrical

The park landscape will negotiate the three primary programs: the naturalized banks of the creek, a central lawn, and 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. In addition, to planning the removal of the existing overhead distribution lines, the power distribution will be studied from the perspective of minimizing the disturbance to the root zones of the existing trees.

Schematic Design - Drawings/Deliverables

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

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

- MVVA (landscape architect and team lead)
 - o Grading, planting, layout; site sections
 - Illustrative drawings (rendered plan (1), perspective views (2), etc.). Does not include videos, "fly-throughs," or 3D models.
 - Study models for communication of design concepts to client
 - o .PDF of (4) presentations for stakeholder outreach meetings
 - Presentations will include additional graphic exhibits TBD (e.g. sketch perspectives,
 - diagrams, photo overlays, etc.). Presentation model for stakeholder outreach is excluded.
- BRD (civil engineer)
 - Drainage plans and relevant calculations.
 - Site walls and structures (<4' height)
 - Preliminary utility tie-ins and appurtenances
 - o Planned rerouting of overhead electrical lines
- EEA (MEP engineer)
 - o MEP plans
 - o Coordination with known developments and potential Austin Energy development scenario
 - Program for power distribution within the park

EXHIBIT D

All other consultants will provide sketches, calculations, internal memoranda, etc. for incorporation of their work into the drawings. These consultants will also participate in review of the drawing package prior to COA/WCC submission and provide written comment on the incorporation of their respective design criteria.

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). Items identified for value engineering will be incorporated into Design Development drawings.

Coordination with Emerging Development

MVVA has established a not-to-exceed figure for coordination with emerging development within the district. Given the unknown nature of the surrounding developments, specific tasks and timeline have not been established. As opportunities arise for interface with and review of public and private developments, MVVA will provide an estimated level of effort and deliverables before proceeding.

EXHIBIT E

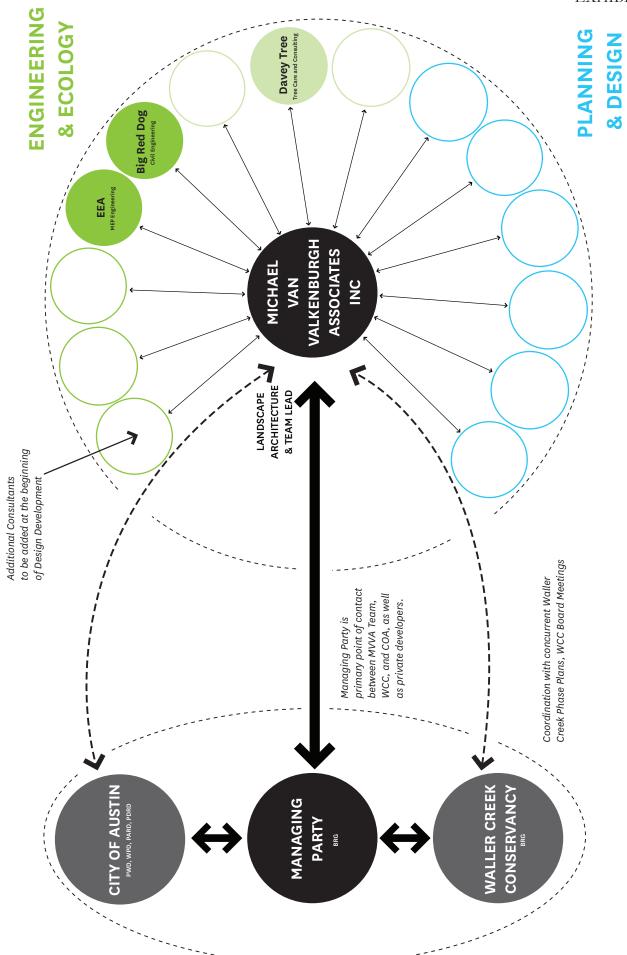


EXHIBIT E: ORGANIZATION CHART

Palm Park SD Phase Plan				
	Fees	Reimb		
MVVA Team	\$ 159,590	\$	16,000	
BRG Project Management Fees	\$ 29,615	\$	1,800	
VCC Cost Estimating	\$ 6,031			
	\$ 195,236	\$	17,800	
MVVA Additional Two Renderings	\$ 4,800			
Big Red Dog - Civil Allowance	\$ 10,000	\$	1,000	
EEA - MEP Engineering Allowance	\$ 5,000	\$	500	
Survey Allowance	\$ 15,000			
Davey Tree Care	\$ 4,500	\$	500	
Cost Overrun Reserve	\$ 75,000			
	\$ 114,300	\$	2,000	
Summary				
Professional Services Fees and Allowances	\$ 234,536			
Reimbursable Expenses	\$ 19,800			
Cost Overrun Reserve	\$ 75,000			
	\$ 329,336			

EXHIBIT G

Palm Park Schematic Design Phase Plan City Capital Needs Projections



V2 February 29, 2016 PAGE 17

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 <u>Exhibit "G"</u>.

EXHIBIT H

Waller Creek Project Approved Consultant List

Firm	Discipline	MWBE
2 x 4	signage consultant	MWDE
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, I'T, security	
Atelier 10	sustainability consultant	
Benz Resource Group	project management	WBE
Big Red Dog	civil engineering	WDL
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	
	arborist	
Davey Resource Group Development Strategies	economic development	
Dr W. Todd Watson	plant pathologist	
dwg	landscape architect	
Eckersley Cladding Consultant	exterior cladding	
	mechanical, electrical, plumbing	
EEA Consulting ETM Associates		
	public space management	
Fluidity Design Consultants GeoSolutions	water feature consulting	
	geotech: slope stability	
Greenberg Consultants	urban design	
Guy Nordenson & Assoc	structural engineer	
Haynes Whaley Associates	structural engineer	
Henshell & Buccellato	waterproofing consultant	
Heritage Title Company	title and easement research	
HNTB	bridge design	
HNTB	traffic engineering	
Holt Engineering	geotech engineering	
Horton Lees Brogden Lighting	lighting	
HR&A	ecomonic development	
Hydrodramatics	water feature consulting	
Israel Berger and Associates	waterproofing consultant	
James Pole Irrigation Consultants	irrigation	
JGL Food Services Consultants	food service consultant	
Joshua Long	geographer	
I I D' I I I W'I I G	ecologist, native plantings and	
Lady Bird Johnson Wildflower Center	management strategies	
Limnotech	hydrologist	
McGray & McGray	site surveying	
Metcalf Williams Stuart & Wolff	land use, zoning	
Michael Van Valkenburgh Assoc	landscape architect	
Olsson Assoc	soil scientist & ecosystem	
Persohn/Hahn Associates	elevator consultant	
Piscatello Design Centre	signage consultant	
ProjectProjects	graphic design	
Reginald Hough, FAIA	architectural concrete consultant	
Rolf Jensen & Associates	code consultant	
Shah Smith and Associates	commissioning agent	
Simpson Gumpertz & Heger	waterproofing consultant	
Skidmore, Owings & Merrill	structural engineer	
Stuart Lynn	cost estimating	
Sustainable Growth Texas	soil biology	
Terracon	geotech engineering	
Theatre Consultants Collaborative	theatre consultants	
Thomas Phifer & Partners	architect	
Tillett Lighting Design	lighting	
Transsolar Inc	sustainability consultant	
Urban Design Group	civil waterworks	WBE
Vermeulens	cost estimating	





MICHVAN-01

CMURRAY DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

12/11/2015

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 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
cortificate holder in lieu of such andorsement/s)

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

					INSURE	RF:		INSURER F :							
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								MED EXP (Any one person)	\$	10,000					
								PERSONAL & ADV INJURY	\$	1,000,000					
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000					
		POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000					
		OTHER:							\$						
	AUT							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000					
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		ALL OWNED SCHEDULED AUTOS NON-OWNED						BODILY INJURY (Per accident)	\$						
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									\$						
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С		EXCESS LIAB CLAIMS-MADE	-		CUP5D158369	08/19/2015	05/01/2016	AGGREGATE	\$	10,000,000					
		DED X RETENTION \$ 10,000)						\$						
		RKERS COMPENSATION						X PER OTH- STATUTE ER							
С	ANY	PROPRIETOR/PARTNER/EXECUTIVE			UB4260T698	05/01/2015	05/01/2016	E.L. EACH ACCIDENT	\$	1,000,000					
	(Mar	ndatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000					
	DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000					
D	Pro	fessional Liab			031711009	12/05/2015	05/01/2017	Per Claim		5,000,000					
D					031711009	12/05/2015	05/01/2017	Aggregate		5,000,000					

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

RE: MVVA project #12003 – Waller Creek

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

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

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Client#:	720283
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EXHIBIT I

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	DATE (MM/DD/YYYY)
	1/22/2016

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EXHIBIT I

ACORD [®] CERTIFICATE OF LIABILITY INSURANCE							DATE (MM/DD/YYYY) 2/9/2016			
C B R	HIS CERTIFICATE IS ISSUED AS ERTIFICATE DOES NOT AFFIRM ELOW. THIS CERTIFICATE OF EPRESENTATIVE OR PRODUCER	INSURA R, AND	LY OF ANCE THE C	R NEGATIVELY AMEND, DOES NOT CONSTITUT ERTIFICATE HOLDER.	EXTE E A C	ND OR ALT	ER THE CO BETWEEN T	VERAGE AFFORDED THE ISSUING INSURE	BY TH R(S), A	E POLICIES UTHORIZED
tł	MPORTANT: If the certificate hole ne terms and conditions of the po ertificate holder in lieu of such en	licy, cei	tain p	oolicies may require an ei						
PRO	DUCER				CONTA NAME:	^{CT} Jesse S	anchez			
Ce	ntral Insurance Agency				PHONE (A/C, No	(512)	451-6551	FAX (A/C_No)	. (512) 4	154-0183
60	00 N. Lamar Blvd				É-MAIL	_{SS:} jsanche	z@centra	lins.com		
								RDING COVERAGE		NAIC #
Au	stin TX	78752			INSURE			Insurance		12696
INSU	JRED				INSURE	кв:Hartfo	rd Lloyds	3		38253
BE	NZ RESOURCE GROUP, INC.				INSURE	RC:				
11	01 E 6TH ST STE B				INSURE	RD:				
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NSR LTR	TYPE OF INSURANCE			POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	тѕ	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
Α	CLAIMS-MADE OCCUR							PREMISES (Ea occurrence)	\$	1,000,000
				02BZ13148620		9/15/2015	9/15/2016	MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	- · ·	2,000,000
	OTHER:							Non-owned COMBINED SINGLE LIMIT	\$	1,000,000
								(Ea accident)	\$	1,000,000
А	ANY AUTO							BODILY INJURY (Per person)	\$	
	AUTOS AUTOS			02BZ13148620		9/15/2015	9/15/2016	BODILY INJURY (Per accident PROPERTY DAMAGE		
	X HIRED AUTOS X AUTOS							(Per accident)	\$	
									\$	
								EACH OCCURRENCE	\$	
	CLAIMIS-N	ADE						AGGREGATE	\$	
	DED RETENTION \$							PER OTH-	\$	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	Y / N							e	
в	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A	\	65WBCAP2269		6/9/2015	6/9/2016	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE	\$	500,000
-	If yes, describe under DESCRIPTION OF OPERATIONS below					0,0,2020	0,0,2020	E.L. DISEASE - POLICY LIMIT		<u> </u>
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Α	Personal Property			02BZ13148620		9/15/2015	9/15/2016	Limit Deductible		44,000 250
								Deductible		250
DES	CRIPTION OF OPERATIONS / LOCATIONS /	/EHICLES	(ACOR	D 101, Additional Remarks Sched	ule, may	be attached if m	ore space is req	uired)		
CF	RTIFICATE HOLDER				CAN	ELLATION				
Waller Creek Conservancy PO 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						

Scott Raper/044

Scoutiger

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