



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

July 8, 2016

Mr. Tom Meredith
Vice President
Waller Creek Local Government Corporation

RE: Waller Creek District: Creek Mouth Design Development Phase Plan

Dear Tom:

Enclosed herewith you will find the Creek Mouth Design Development Phase Plan covering professional services only. Please refer to the enclosed Exhibit F for a Project Budget including identification of funding sources.

This Phase Plan for Creek Mouth covers of two areas of improvements from Lady Bird Lake to 4th Street. Part One outlines the work for the Design Development phase of Palm Park Reach, which extends south from 4th Street to the southern face of the Cesar Chavez Bridge. Part Two outlines the Waller Delta, which extends south from the Cesar Chavez Bridge to Lady Bird Lake. Please see Exhibit A for the Project Area Diagram. The work product will include rendered drawings, PDF and CAD files, and a cost estimate at each milestone.

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

Ms. Kristin Pipkin
Responding Party

7/14/16

Date

Watershed Protection Department, City of Austin



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

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

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

Waller Creek District

Creek Mouth

Design Development Phase Plan

Proposing Party: Waller Creek Conservancy



July 8, 2016

**Waller Creek District:
Creek Mouth Design Development Phase Plan**

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Waller Creek Phase Plan Proposal Checklist

✓	#	Section	Topic	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	7/1/16
		3.02.B.(iv)		Identify the provision in the JDA calling for the submission	Exh H, Page 23
	1	3.04.A.1	General	Exec Summary with narrative	Page 1
	1a			Schedule with milestones	Exhibit B, Page 9
	1b			Implementation Plan	Exhibit D, Page 13
	2	3.04.A.2 (i)	Identify Team	List all professionals and their discipline	Pages 3-4
	2a	3.04.A.2 (ii)	Contracting Method	Proposed Construction Delivery Method	Page 4
	2b	3.04.A.2.(iii)	Designate the Reviewer of Construction Schedule	Project Director or Managing Party	N/A - no construction is included in this scope of work
	2c	3.04.A.2 (iv)	Graphical Material	Prelim site plans, architectural plans, elevations, other design materials	Graphic materials will be generated as a part of this scope of work
	3	3.04.A.3	District Map	Map of District showing Limits of Phase Plan Area	Exhibit A, Page 8
	4	3.04.A.4	Project Budget	All Phase Plan costs including allowances and contingencies	Exhibit F, Page 19
	4a		Funding Sources	List source	
	4b		Funding Sources	List where funds are to be held	
	4c		Funding Sources	List constraints on use of funds	
	4d		Post Construction Budget	Capital repair, operating and maintenance budgets	N/A - no construction is included in this scope of work
	5	3.04.A.5	Cost Overrun Plan	Identify how any cost overruns will be funded	Page 6
	6	3.04.A.6	Compliance with Foundational Articles	If the proposed project does not comply with the terms of the JDA, the proposed modification to the JDA is provided here.	Page 4
	7	3.04.A.7	Third Party Agreements	Outline any third-party agreements that will need to be obtained	N/A - none contemplated in this scope of work
	8	3.04.A.8	Property Procurement Process Requirements	Local Government Code Sections 252 and 271	Page 2
	9	3.04.A.9	MWBE Participation	Outline plan	Exhibit H, Page 23
	10	3.04.A.10	Public Improvement Projects	Identify responsibilities for obtaining approvals from Government Authorities for design and construction	The project manager and key consultants have the responsibility of obtaining approvals
	11	3.04.A.11	Operations Permits	Plan for obtaining approvals and permits for operations	N/A - none contemplated in this scope of work
	12	3.04.A.12	ID and Mapping Easements	Identify and map all easements and other real property interests.	This work will be done within the scope of multiple phase plans as required utilizing a title company
	13	3.04.A.13	Requirements on Use of Funds	Identify any requirements that apply to the use of tax-exempt obligations, grants or other funds	N/A - none contemplated in this scope of work
	13a			Texas Transportation Code Chapter 431	N/A - none contemplated in this scope of work
	13b			City Code and Other Applicable Law	N/A - none contemplated in this scope of work
	14	3.04.A.14	Insurance and Bonding	Provision of insurance and bonding in Article 9	Exhibit I, Pg 26: bonding is not required for professional services
	15	3.04.A.15	Use by City	Identify terms for use by the City	N/A - none contemplated in this scope of work
	16	3.04.A.16	Activities and Rates	Identify activities by groups	N/A - none contemplated in this scope of work
	17	3.04.A.17	Maintenance in ROW's	Identify of maintenance of District ROW's	N/A - none contemplated in this scope of work
	18	3.04.A.18	Utilities	Identify how utilities will be provided, cost of services, metering etc	This is a product of this scope of work
	19	3.04.A.19	Operations and Maintenance	Identify operations and maintenance standards	This is a product of this scope of work

Waller Creek Phase Plan Proposal Checklist

[illegible]

Waller Creek: Creek Mouth Design Development

July 8, 2016

EXECUTIVE SUMMARY

This phase plan undertakes the design and preparation for construction of improvements from Lady Bird Lake to 4th Street, split into two reaches, Part One: Palm Park Reach, which extends south from 4th Street to the southern face of the Cesar Chavez Bridge, and Part Two: Waller Delta, which continues south from the Cesar Chavez Bridge to Lady Bird Lake. (see **Exhibit A, Project Area Diagram**).

This phase plan encompasses the following:

- Part One: Palm Park Reach
 - Waller Creek channel and banks from 4th Street downstream to the southern face of the Cesar Chavez Bridge
 - Top-of-bank trails (Hike & Bike Trail network) and creekside trails from 4th Street downstream to the Cesar Chavez Bridge, exclusive of the trail below the 4th Street Bridge
 - Street-level trail connections at Red River Street, 3rd Street, and 4th Street. Street-level trail connections at Cesar Chavez will be designed by MVVA but fall under the scope of the Fairmont Austin Canopy Walk project.
 - Establishing this project as a SITES-certified project as described by the Sustainable Sites Initiative
 - Continued support regarding Emerging Development of private properties in the area of this limit of work
- Part Two: Waller Delta
 - Waller Creek channel and banks from the Cesar Chavez Bridge downstream to Lady Bird Lake
 - Top-of-bank trails (Hike & Bike Trail network) and creekside trails from the Cesar Chavez Bridge downstream to Lady Bird Lake
 - Street-level trail connection at the Waller Park Place Development
 - Establishing this project as a SITES-certified project as described by the Sustainable Sites Initiative
 - Continued support regarding Emerging Development of private properties in the area of this limit of work

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. Approximately one (1) acre of creek channel banks and trails south of Cesar Chavez is privately owned. The scope described in this proposal assumes that the MVVA team will advance the design of these elements through construction.

- Task 1: Design Development

This scope of work has its foundation in the Creek Corridor Framework Phase Plan (CCF). This phase plan, which commenced in June 2014 and was completed in November 2015, established key trail alignments and typical bank stabilization cross-sections; identifies strategies and general areas for riparian/aquatic restoration; iteratively refines hydrological and hydraulic (“H&H”) models; actively engages adjacent public and private development; and identifies key utility issues within the entire Waller Creek Corridor from Lady Bird Lake to 15th Street.

The MVVA Team anticipates that this scope of work – the Creek Mouth Design Development Phase Plan – will augment and incorporate the findings of the Creek Corridor Framework Plan, but not be duplicative of this work.

The project will require extensive coordination with the City of Austin Watershed Protection Department (WPD), the Parks and Recreation Department (PARC), and the Public Works Department (PWD). Other COA agencies that will require coordination include, but are not limited to: the Planning and Zoning Department (PAZ) and the Office of Real Estate Services (ORES). This work will also require coordination with the consulting engineers for the Waller Park Place development. 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 CAD and PDF drawings are acceptable formats for submissions. 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, Team Scope Matrix**, which begins with Exhibit C1 describing the split between Part One: Palm Park Reach and Part Two: Waller Delta. 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.

PROJECT IDENTIFICATION

Project Title: Creek Mouth (or “Project”)

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

POINTS OF CONTACT

Managing Party:

Waller Creek Conservancy / Benz Resource Group

Project Director: Susan Benz, benz@benzresourcegroup.com (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, kristink.pipkin@austintexas.gov (512-974-3315)

Mike Kelly, mike.kelly@austintexas.gov (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 and Zoning Department

Tonya Swartzendruber, tonya.swartzendruber@austintexas.gov (512-974-3462)

Consulting Team Lead:

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

MVVA Project Manager and Point of Contact: Tim Gazzo, tgazzo@mvvainc.com (718-243-2044)

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

CONSULTANT TEAM LIST

The following subconsultants will be part of MVVA's design team and the associated scopes, schedules, deliverables, budget, and fees are included in this proposal. Please See **Exhibit E for Organization Chart**.

- Team Lead, Landscape Architect: Michael Van Valkenburgh Associates, Inc. (MVVA)
- Structural Engineering & Bridge Design: HNTB
- Structural Engineering: AEC
- Hydrologist: LimnoTech
- Local Landscape Architect: dwg
- Civil Engineer: Big Red Dog Engineering
- Local Ecosystem Services Design: Lady Bird Johnson Wildflower Center Ecosystem Design Group
- Soil Scientist: Olsson Associates
- Geotechnical Engineering: Terracon
- Lighting Design: Tillett
- Accessibility Consultant: Altura Solutions

- Mechanical, Electrical and Plumbing Engineer: EEA
- Public Space Management Consulting: ETM Associates
- Permitting and Environmental Consulting: ACI Consulting
- Project Management, Managing Party: Benz Resource Group
- Cost Consulting: Vermeulens Costs Consultants

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 that was put in place in May 2015.

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

COMPLIANCE WITH FOUNDATIONAL ARTICLES OF THE JOINT DEVELOPMENT AGREEMENT

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

SCHEDULE

The Services required by this Scope of Work shall be provided from August 2016 through December 2016.

MVVA team fees have been calculated based on the schedule shown in **Exhibit B, Project Schedule**. In the event that the schedule outlined below is significantly extended at the request of the Client, reviewing agencies, or Contractor delays, the MVVA team reserves the right to request additional fees.

GENERAL SCOPE OF SERVICE REQUIREMENTS

A detailed description of scope and deliverables is in **Exhibit C, Team 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 for this work is not significantly extended beyond December 2016. The fees are as follows:

Part One: Palm Park Reach

MVVA Team: \$384,258

Benz Resource Group: \$43,890

Vermeulens Cost Consultants: \$10,600

Total: \$438,748

In addition, estimated reimbursable expenses are:

MVVA Team: \$47,165

Benz Resource Group: \$1,300

Vermeulens Cost Consultants: \$225

Total: \$48,690

Allowances:

CM Preconstruction Allowance: \$110,000

Survey Allowance: \$25,000

Davey Tree Care Allowance: \$12,000

Geotechnical Borings Allowance: \$40,000

Environmental Engineering Allowance: \$12,500

Heritage Title Allowance: \$12,500

Soils Testing Allowance: \$2,000

SITES Certification Allowance: \$28,000

Emerging Development Allowance: \$25,000

Cost Overrun Reserve: \$50,000

Part One: Palm Park Reach Total including fees, reimbursable expenses and allowances: \$804,438

Part Two: Waller Delta

MVVA Team: \$717,423

Benz Resource Group: \$41,080

Vermeulens Cost Consultants: \$10,600

Total: \$769,103

In addition, estimated reimbursable expenses are:

MVVA Team: \$32,525

Benz Resource Group: \$1,300

Vermeulens Cost Consultants: \$225

Total: \$34,050

Allowances:

CM Preconstruction Allowance: \$110,000

Survey Allowance: \$25,000

Davey Tree Care Allowance: \$38,000

Geotechnical Borings Allowance: \$60,000

Environmental Engineering Allowance: \$12,500

Heritage Title Allowance: \$12,500
Soils Testing Allowance: \$2,000
SITES Certification Allowance: \$28,000
Emerging Development Allowance: \$25,000
Cost Overrun Reserve: \$50,000

Part Two: Waller Delta Total including fees, reimbursable expenses and allowances: \$1,166,153

Grand Total of fees, reimbursable expenses and allowances, for both Parts: \$1,970,591

The City of Austin (City) will contribute an amount not to exceed of \$1,732,293 toward the Creek Mouth Design Development Phase Plan. The Waller Creek Conservancy will contribute an amount not to exceed \$238,298 toward the Creek Mouth Design Development Phase Plan. Notice to proceed on this work will not be authorized until such a time that the WCC has secured private funding for the \$238,298 WCC contribution to the Creek Mouth Design Development Phase Plan.

In accordance with Section 10.01 (Project Disbursement Fund Account) of the Joint Development Agreement between the City of Austin, Waller Creek Local Government Corporation, and Waller Creek Conservancy, upon approval of regularly submitted invoices by the Conservancy, the City will disburse payment accordingly to the appropriate Project Disbursement Fund Account. **See Exhibit G – Capital Needs Projection** addressing the prime scope of work, not allowances.

Project invoices will be paid for by the City of Austin and the Waller Creek Conservancy (WCC). Of the total not to exceed amount (\$1,970,591), \$1,379,414, or seventy percent (70%) will be paid for by the Watershed Protection Department Drainage Utility Fund (DUF). Thirty percent (30%) of the total project invoices will be paid with WCC funds (not to exceed \$238,298) and by the Watershed Protection Department Riparian Zone Mitigation Fund (RZF) (not to exceed \$352,879). Invoices will be paid for at a 70/30 percent split between the DUF and WCC until the WCC amount is exhausted. Subsequent invoices will be paid for at a 70/30 percent split between the DUF and RZF. If the WCC and RZF are not available for an invoice payment, then the DUF will be used to process payment. Prior to project close out, invoice payments will be reconciled to maintain the agreed upon 70/30 percent split between the DUF and WCC/RZF.

COST OVERRUN PLAN

In accordance with Section 3.04.A.5 of the JDA, the identification of the source of funds for cost overruns are 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, Project Budget – Fee and Expense Summary**. Individual consultant fee proposals are included in **Exhibits K – Y**.

Services will be performed on a “not-to-exceed” fee basis, assuming that the schedule is not significantly extended beyond January 2017. 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 re-apportion fees and expenses among tasks and sub-consultants upon review and approval of the client.

LIST OF EXHIBITS – CREEK MOUTH DD 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 J	MVVA Team Fee and Expense Summary
EXHIBIT L	Benz Resource Group Proposal
EXHIBIT M	HNTB Proposal
EXHIBIT N	Big Red Dog (BRD) Proposal
EXHIBIT O	Tillett Lighting Design Proposal
EXHIBIT P	dwg Landscape Design Proposal
EXHIBIT Q	Altura Solutions Proposal
EXHIBIT R	Olsson Associates Proposal
EXHIBIT S	Terracon Proposal
EXHIBIT T	EEA Consulting Engineers Proposal
EXHIBIT U	LimnoTech Proposal
EXHIBIT V	Lady Bird Johnson Wildflower Center Ecosystem Design Group (LBJWC) Proposal
EXHIBIT W	ACI Proposal
EXHIBIT X	ETM Associates Proposal
EXHIBIT Y	AEC Proposal

EXHIBIT A REVISED PROJECT AREA DIAGRAM - 06/21/2016

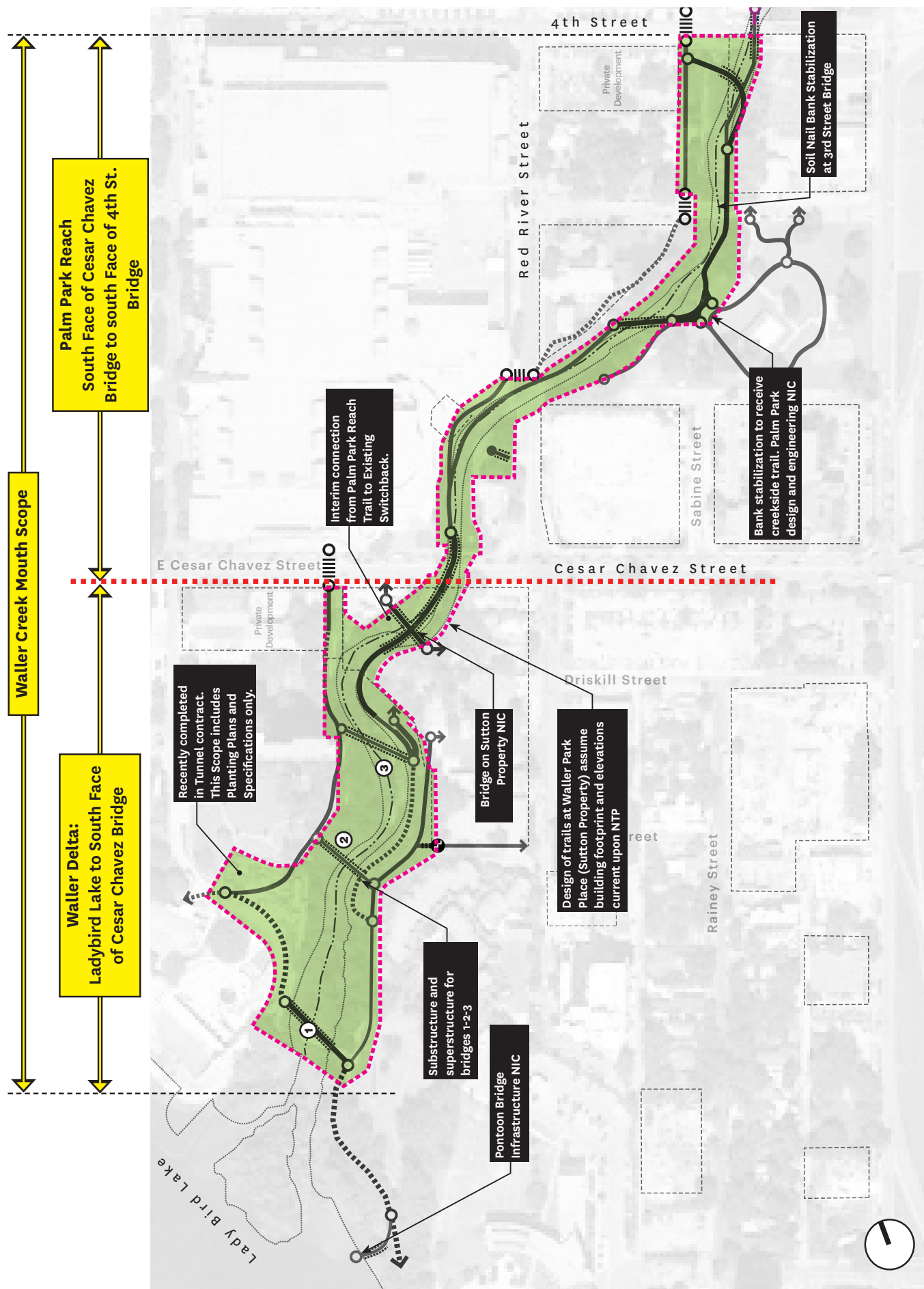
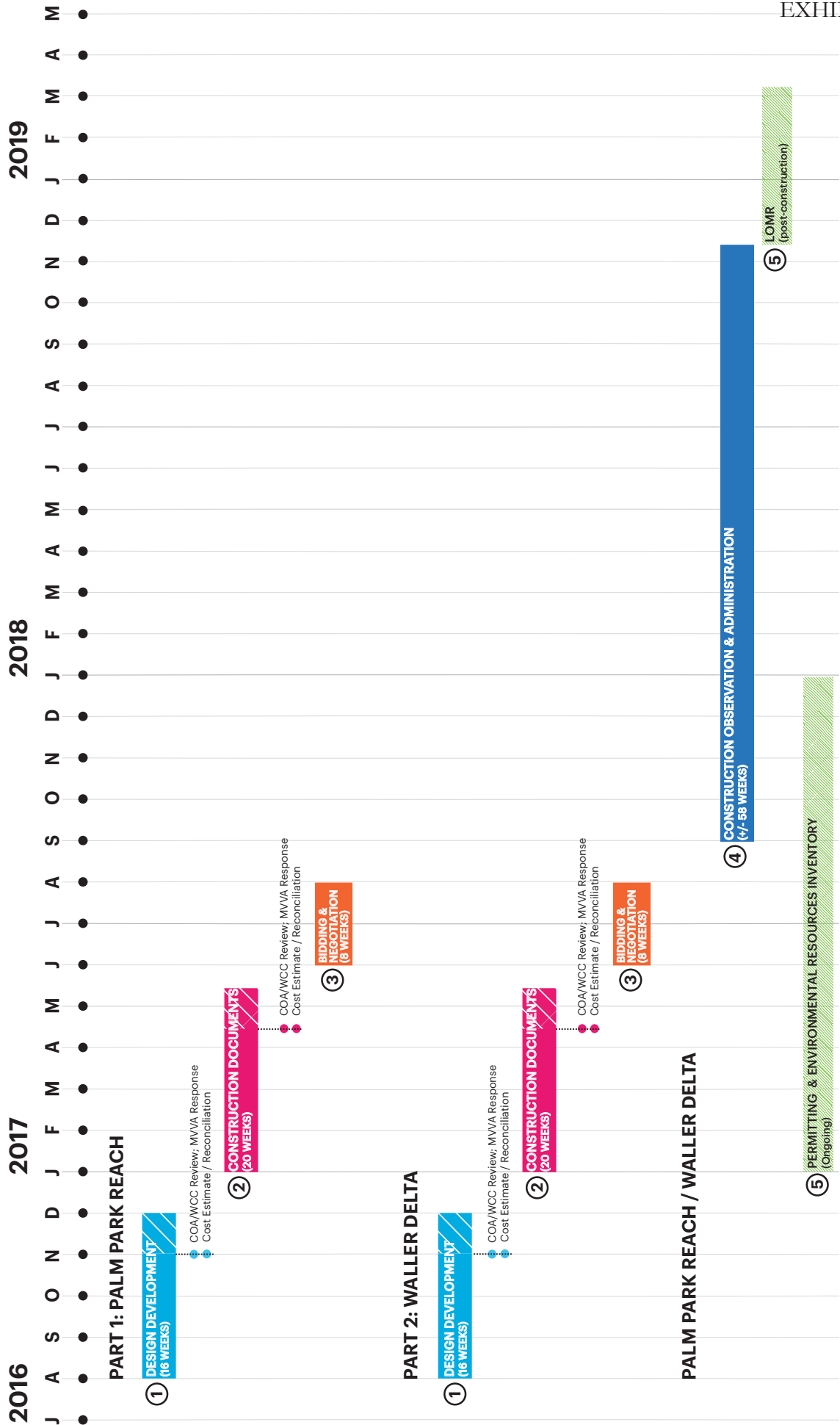


EXHIBIT B: REVISED CREEK MOUTH PROJECT SCHEDULE

06/21/2016



General Comments

- See Exhibit A project area diagram for extents of Limit of Work.
- See Exhibit B "Project Schedule" for phase durations (shown in weeks) including 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.
- HNTB scope:
 - Design of sub-structure and superstructure for lattice-type bridges 1,2, and 3.
 - Includes coordination with Waller Park Place bridge(s).
 - Note that Bridge 3 has abutments within Waller Park Place property line.
- AEC scope:
 - Design of elevated walkways, bridges, and viewing platforms.
- Terracon scope includes:
 - Design of 3rd Street bridge abutment modification and walkway
- As is emerging in the Creek Corridor Framework Plan, the team ecologist will have the roles below:
 - LBJWC: Local expertise on riparian restoration, local plant communities, integration with design concepts and maintenance, construction observation of critical ecological features and restoration planting.
 - Additional implementation techniques for aquatic restoration and habitat creation will be coordinated with COA Watershed Protection
- Although irrigation will most likely be temporary for establishment, MVVA recommends that this temporary system still be designed.
- 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.
- Illustrative material (rendered plans, perspective views, 3D models, etc.) will be produced to communicate design intent to WCC/COA; requests for additional material (i.e. donor books, work in other phase plans, etc.) is excluded.

TASK 1: Design Development (16 weeks)

During the Design Development phase, MVVA and its subconsultants 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. MVVA and its team 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 the project's performance criteria. Particular attention will be paid to areas of greater complexity, in which two or more components of the project come into close proximity: paths, bridge abutments, slope stabilization, lighting and signage, etc. The arrangement of these parts will be documented as a drawing package deliverable with outline specifications, and will be complemented with illustrative plans, sections, and diagrams.

- 1.1 Project Management and Meetings
 - COA/WCC Meetings in Austin – assume 1 overnight required
 - Excludes participation in public-process and outreach meetings
 - Assumes weekly team coordination calls (for team members producing drawings)
- 1.2 Data Collection
 - If information gathered during Schematic Design requires further investigation, the design team may request additional geotechnical investigation with approval from COA/WCC
- 1.3 Design Criteria
 - Consultant team will advance client/stakeholder and design team input into discipline-specific design criteria to be incorporated into drawings
- 1.4 Drawings
 - MVVA will produce illustrative plans, sections, diagrams, and perspective renderings (max. 4 renderings) that describe design intent and the desired experiential qualities of the design.
 - 50% Design Development package will be submitted to WCC/COA in AutoCAD 2010 and .pdf format
 - 90% Progress Design Development is a team-internal deadline for exchange of drawing bases
 - 100% Design Development package will be submitted to WCC/COA in AutoCAD 2010 and .pdf format
 - Conversion to other file formats is not included.
- 1.5 Specifications
 - Specifications will be prepared using the 16-Division CSI format (MasterFormat)
 - Outline specifications will be delivered with 50% Design Development submission
 - Draft specifications will be delivered with 100% Design Development submission
- 1.6 Cost Estimation / Value Engineering
 - Assumes one (1) owner-provided cost estimate at 100% Design Development.
 - Includes a maximum of (1) pricing alternative of specific design alternatives for site elements (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

TASK 1:
Design Development (16 weeks)

[illegible]

EXHIBIT D: IMPLEMENTATION PLAN

This Implementation Plan undertakes the design development of improvements from Lady Bird Lake to 4th Street, split into two parts, Part One: Palm Park Reach, which extends south from 4th Street to the southern face of the Cesar Chavez Bridge; and Part Two: Waller Delta, which continues south from the Cesar Chavez Bridge to Lady Bird Lake. (see Exhibit A, Project Area Diagram).

Task 1:

Design Development

August 2016 through November 2016 (16 Weeks Total)

This task will last for 16 weeks total, with the last 4 weeks comprising the cost estimate and COA review/MVVA response period. During the Design Development phase, the MVVA 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. MVVA and its team 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 the design goals established during the CCF Phase Plan, as well as the criteria identified during Schematic Design. Particular attention will be paid to areas of greater complexity, in which two or more components of the project come into close proximity: paths & bridge abutments; lighting & MEP; small foundations & MSE walls; grading & drainage, etc.

Deliverables:

- .pdf and AutoCAD copy of reconciled survey and new topographic and site survey
- 50% Design Development drawings and outline specifications (delivered in AutoCAD 2010 and .pdf format)
- 100% Design Development drawings and draft specifications (delivered in AutoCAD 2010 and .pdf format)
- Illustrative plans, sections, diagrams, and perspective renderings (max. 4) 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)

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

1.2 Data Collection

If design changes during Schematic Design require further geotechnical exploration, the design team may request additional exploration with approval from COA/WCC. AEC, HNTB and Terracon would identify the locations and number of these borings to present to COA/WCC (see final Terracon SD Memo for current proposed boring quantity and locations.) 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.

1.3 Design Criteria

The design criteria established during Schematic Design will be advanced and refined during Design Development; see Schematic Design Criteria for an overview of team member's roles. A summary of the factors that will influence these advanced criteria are:

- COA/WCC 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)
- Design and construction scheduling/sequencing updates from adjacent development (Fairmont Austin Hotel, Convention Center, Waller Park Place, Waller Creek Tunnel Project, Block 35, and Block 36.)
- Initial discussions with selected CM @ Risk regarding scheduling, sequencing, and constructability

1.4 Drawings

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/WCC for review; by this time, COA/WCC and the MVVA Team will establish in writing an understanding of the following key requirements:

- Offset requirements for working around utilities (AEC, BRD, HNTB, Terracon)
- Performance benchmarks for ecological goals (LBJWC)
- Definition of responsibilities and roles related to operations and maintenance (ETM)
- Confirmation of use of standard COA details (DWG, MVVA)

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
 - Site sections
 - Fine grading plans
 - Furnishings and details

- HNTB (structural engineer and bridge designer)
 - Plans and sections of lattice bridge 1, 2, 3 including both substructure and superstructure
- BRD (civil engineer)
 - Civil site plan / grading plan
 - Drainage report
 - Drainage plans
 - Existing conditions plans
 - Demolition plans
 - Erosion control and sedimentation
 - Utility plans (excluding MEP)
 - Stormwater treatment calculations
- Tillett (lighting designer) *for inclusion within MVVA drawings*
 - Photometric studies and calculations
 - Lighting layout plans
 - Lighting fixture schedule and cut sheets
- Terracon (geotechnical engineer)
 - Plans of stabilization types for earthen, reinforced, and rebuilt slopes
 - Soil Nails at 3rd St. Bridge
 - Sections and details of stabilization types
 - Retaining wall structures
- 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
- LimnoTech (hydrologist) *for inclusion within MVVA drawings*
 - Detailed stream channel and bench design for (10) cross-sections
 - Modifications to “Preservation Areas” within the channel (for post-tunnel flow regime)
 - Habitat protection structures
- AEC (structural engineer)
 - Plans and sections of Roost Viewing Platform and Lagoon Viewing Platform
 - Elevated walkways, creek crossing at Palm Park, and bridge between 3rd and 4th Street.
 - Structural demolition plan

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.

Illustrative plans, sections, diagrams, and perspective renderings (max. 4) to describe design intent and experiential qualities of the design will be produced throughout Task 1, and will be used as a key tool for communication during COA/WCC meetings in Austin.

1.5 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)
- HNTB (structural engineer)
- BRD (civil engineer)
- Tillett (lighting designer)
- DWG (local landscape architect)
- Olsson (soil scientist)
- Terracon (geotechnical engineer)
- EEA (MEP engineer)
- LimnoTech (hydrologist)
- LBJWC (local ecologist)
- AEC (structural engineer)

Consultants who will be involved in the review and comment on discipline-specific specifications for potential issues of consistency and adjacencies will be:

- DWG (local landscape architect)
- Altura (registered accessibility specialist)

1.6 Cost Estimation / Value Engineering

This task includes reconciliation of two (2) cost estimates provided by the owner and the Construction Manager at Risk simultaneously. 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.

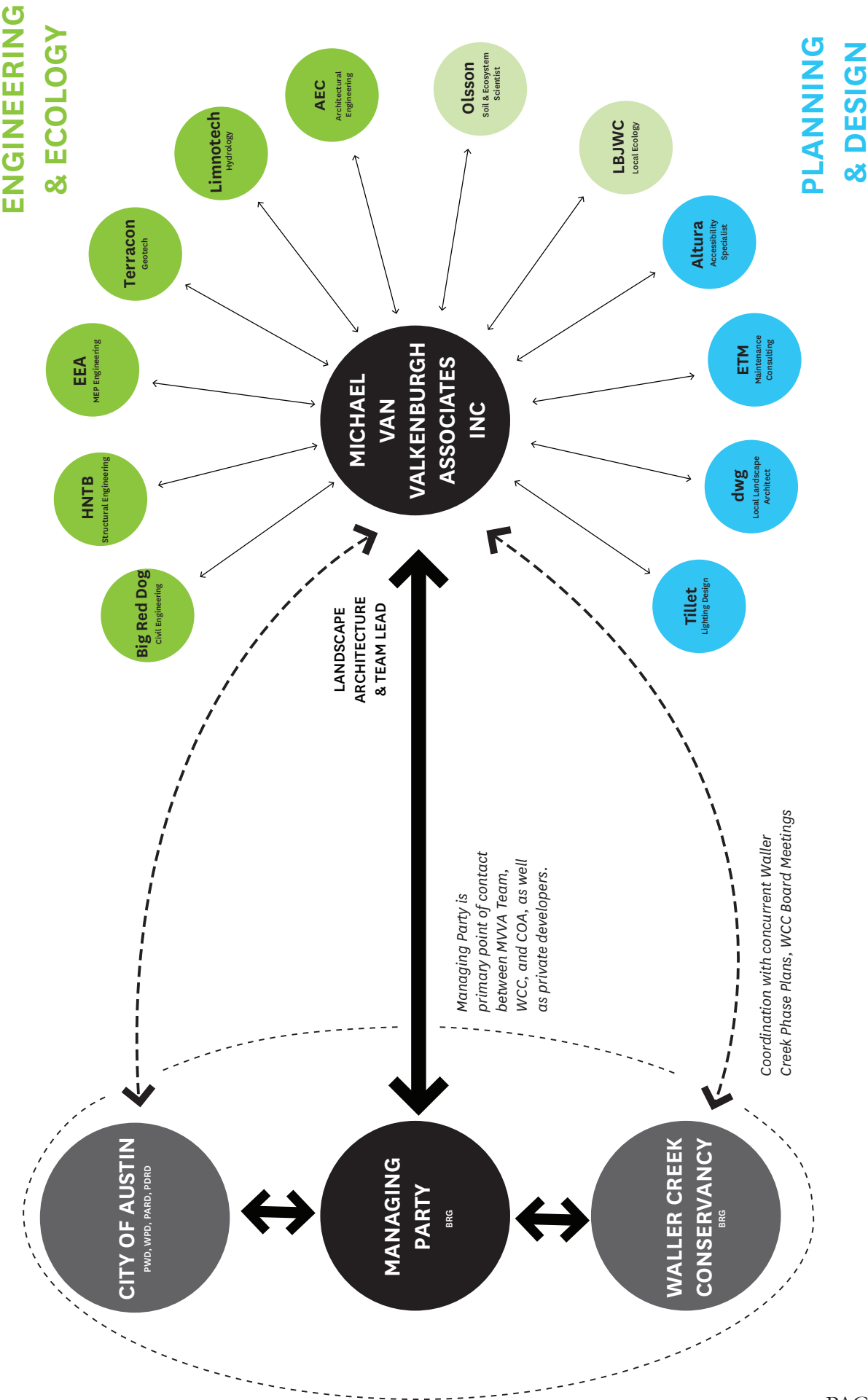
COA Stakeholder Meetings**Ongoing (Included in MVVA Design Fee)**

Throughout the design process, MVVA will be called upon to make presentations to executive-level groups of COA stakeholders. This may include: PARD Board, City Council Sub-committees, and the Waller Creek Conservancy Board. This task includes the preparation for and attendance at these presentations in Austin, using materials that are being produced under other tasks in the Creek Mouth project. The presentation materials will be adapted to a format determined in advance between MVVA, COA, and the WCC, but the preparation of new graphic materials (e.g. perspective renderings) that are not being produced for other tasks is not included. This proposal assumes a total of 4 presentations.

Deliverables:

- .pdf files of presentations and printed hand-outs upon request

EXHIBIT E: ORGANIZATION CHART



Creek Mouth DD Phase Plan		
Part One: Palm Park Reach	Fees	Reimb
MVVA Team	\$ 384,258	\$ 47,165
BRG Project Management Fees	\$ 43,890	\$ 1,300
VCC Cost Estimating	\$ 10,600	\$ 225
	\$ 438,748	\$ 48,690
CM Preconstruction Allowance	\$ 110,000	
Survey Allowance	\$ 25,000	
Davey Tree Care Survey Allowance	\$ 12,000	
Geotechnical Borings Allowance	\$ 40,000	
Environmental Engineering Allowance	\$ 12,500	
Heritage Title Allowance	\$ 12,500	
Soils Testing Allowance	\$ 2,000	
SITES Certification Allowance	\$ 28,000	
Emerging Development Allowance	\$ 25,000	
	\$ 267,000	
Cost Overrun Reserve	\$ 50,000	
Summary		
Professional Services Fees	\$ 438,748	
Reimbursable Expenses	\$ 48,690	
Allowances	\$ 267,000	
Cost Overrun Reserve	\$ 50,000	
	\$ 804,438	

Creek Mouth DD Phase Plan		
Part Two: Waller Delta	Fees	Reimb
MVVA Team	\$ 717,423	\$ 32,525
BRG Project Management Fees	\$ 41,080	\$ 1,300
VCC Cost Estimating	\$ 10,600	\$ 225
	\$ 769,103	\$ 34,050
CM Preconstruction Allowance	\$ 110,000	
Survey Allowance	\$ 25,000	
Davey Tree Care Survey Allowance	\$ 38,000	
Geotechnical Borings Allowance	\$ 60,000	
Environmental Engineering Allowance	\$ 12,500	
Heritage Title Allowance	\$ 12,500	
Soils Testing Allowance	\$ 2,000	
Emerging Development Allowance	\$ 25,000	
SITES Certification Allowance	\$ 28,000	
	\$ 313,000	
Cost Overrun Reserve	\$ 50,000	
Summary		
Professional Services Fees	\$ 769,103	
Reimbursable Expenses	\$ 34,050	
Allowances	\$ 313,000	
Cost Overrun Reserve	\$ 50,000	
	\$ 1,166,153	

**Creek Mouth Design Development Phase Plan
City Capital Needs Projections**

Part One: Palm Park Reach Capital Needs Projection			
		Total Fees*	Total Reimbursable Expenses
		\$ 438,748	\$ 48,690
Month	Activities	Fees	Reimb Exp
1	DD	\$ 50,000	\$ 5,000
2	DD	\$ 100,000	\$ 6,000
3	DD	\$ 100,000	\$ 7,500
4	DD	\$ 100,000	\$ 10,000
5	DD	\$ 88,748	\$ 20,190
		\$ 438,748	\$ 48,690
*Excludes allowances and Cost Overrun Reserve			
Projections will fluctuate in response to adjustments in work flow			

**Creek Mouth Design Development Phase Plan
City Capital Needs Projections**

Part Two: Waller Delta Capital Needs Projection			
		Total Fees*	Total Reimbursable Expenses
		\$ 769,103	\$ 34,050
Month	Activities	Fees	Reimb Exp
1	DD	\$ 100,000	\$ 5,000
2	DD	\$ 150,000	\$ 7,000
3	DD	\$ 175,000	\$ 7,000
4	DD	\$ 200,000	\$ 7,000
5	DD & CD	\$ 144,103	\$ 8,050
		\$ 769,103	\$ 34,050
*Excludes allowances and Cost Overrun Reserve			
Projections will fluctuate in response to adjustments in work flow			

M/WBE REQUIREMENTS

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

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

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

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

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

- (b) The Managing Party shall apprise SMBR when the Managing Party desires assistance from SMBR in its efforts to meet the gender and ethnic specific M/WBE utilization goals. This assistance may include providing a list of certified M/WBE firms from which the Managing Party may solicit or cause the Contractors to solicit participation in the design and construction of any improvements, identifying potential scopes of work, establishing the bid packages, scheduling and hosting outreach meetings, and assisting the Managing Party, its Contractors in soliciting M/WBE firms to provide bids. The Managing Party is not required to solicit participation during a period in which the Managing Party is not engaged in designing and/or constructing a Project, but rather, the Managing Party is required to incorporate the standards and principles of the M/WBE Program Ordinance including the foregoing M/WBE utilization goals into its development process as and when such process exists in connection with a Project.
- (c) The Managing Party shall provide monthly reports to SMBR no later than the 10th day of each month to track (i) the utilization on a percentage basis of M/WBE firms in the design and construction of the Projects; and (ii) a summary of the Managing Party's efforts to implement the standards and principles of the M/WBE Program Ordinance. SMBR shall provide the forms to be used by the Managing Party in submitting such reports.
- (d) Within thirty (30) days of receipt of the Managing Party's final monthly report (as is required under paragraph (e) above for the preceding year, January 1st through December 31st (the "**SMBR Compliance Period**"), SMBR shall determine whether the Managing Party is in compliance with the requirements of this **Exhibit "G"**.

Waller Creek Project
Approved Consultant List

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



CERTIFICATE OF LIABILITY INSURANCE

MICHVAN-01

EXHIBIT I
CMURRAY

DATE (MM/DD/YYYY)

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 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 : Travelers Indemnity Company of Connecticut 25682 INSURER B : Charter Oak Fire Insurance Company A+ (XV) 25615 INSURER C : Travelers Indemnity Co. of America A++, XV 25666 INSURER D : Lexington Insurance Company A, XV 19437 INSURER E : 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 CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		6804372L817	08/19/2015	05/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X		BA4372L203	08/19/2015	05/01/2016	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 EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		CUP5D158369	08/19/2015	05/01/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB4260T698	05/01/2015	05/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			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 Austin, TX 78702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2016

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

PRODUCER USI Southwest Three Memorial City 840 Gessner, Suite 600 Houston, TX 77024	CONTACT NAME: Ofelia Padilla	
	PHONE (A/C, No, Ext): 512-651-4163	FAX (A/C, No): 512-467-0113
INSURED Benz Resource Group 1101 E. Sixth, Suite B Austin, TX 78702	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : XL Specialty Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		
NAIC #		
37885		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab Claims Made Pol.			DPS9719444 Retro:09/07/10	09/07/2015	09/07/2016	\$1,000,000 per claim \$1,000,000 annl aggr.

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


Additional Certificate Holder: City of Austin, P O Box 1088, Austin TX 78767.

RE: Waller Creek Project.

This Certificate is issued in respects to above referenced.

CERTIFICATE HOLDER

CANCELLATION

Waller Creek Conservancy P O Box 12363 Austin, TX 78711	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT I

DATE (MM/DD/YYYY)

2/9/2016

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

PRODUCER Central Insurance Agency 6000 N. Lamar Blvd Austin TX 78752		CONTACT NAME: Jesse Sanchez PHONE (A/C, No, Ext): (512) 451-6551 E-MAIL ADDRESS: jsanchez@centralins.com FAX (A/C, No): (512) 454-0183	
INSURED BENZ RESOURCE GROUP, INC. 1101 E 6TH ST STE B AUSTIN TX 78702		INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Insurance INSURER B: Hartford Lloyds INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 12696 38253	

COVERAGES **CERTIFICATE NUMBER:** 15/16 Auto, Prop, WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			02BZ13148620	9/15/2015	9/15/2016	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Non-owned \$ 1,000,000
							A
BODILY INJURY (Per person) \$							
BODILY INJURY (Per accident) \$							
PROPERTY DAMAGE (Per accident) \$							
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$
							AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			65WBCAP2269	6/9/2015	6/9/2016	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Personal Property			02BZ13148620	9/15/2015	9/15/2016	Limit 44,000 Deductible 250

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

CERTIFICATE HOLDER

Waller Creek Conservancy
PO Box 12363
Austin, TX 78711

CANCELLATION

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

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