



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

14 November 2018

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

RE: Waller Creek District: Emerging Projects Coordination Phase Plan (Emerging Projects PP)

Dear Melba:

Enclosed herewith you will find the Emerging Projects Coordination Phase Plan covering professional services only. The overarching goal of this Phase Plan is to allow the team to efficiently and expediently respond to Waller Creek District-wide projects that affect the vision of the Waller Creek Chain of Parks (Waller Creek project). The budget allowance for this Phase Plan shall be approved annually, please refer to the enclosed Exhibit E for a 2018-2019 Project Budget including identification of funding sources.

The Emerging Projects PP includes the whole Waller Creek District boundary. Please see Exhibit A for the Project Area Diagram. The type of potential services outlined in this Phase Plan includes case-by-case design work and coordinating efforts with private and public projects that emerge in the Waller Creek District and have immediate impacts on the Waller Creek Project. This can include, but is not limited to work regarding bank stability, mobility, stormwater infrastructure, utility routing, easements, real estate, and any projects with adjacent property owners/developers, for more detail please refer to Exhibit D – Implementation Plan.

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

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

Sincerely,

Peter Mullan
Chief Executive Officer
Waller Creek Conservancy
Proposing Party

Date



Waller Creek Conservancy
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.

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

Date

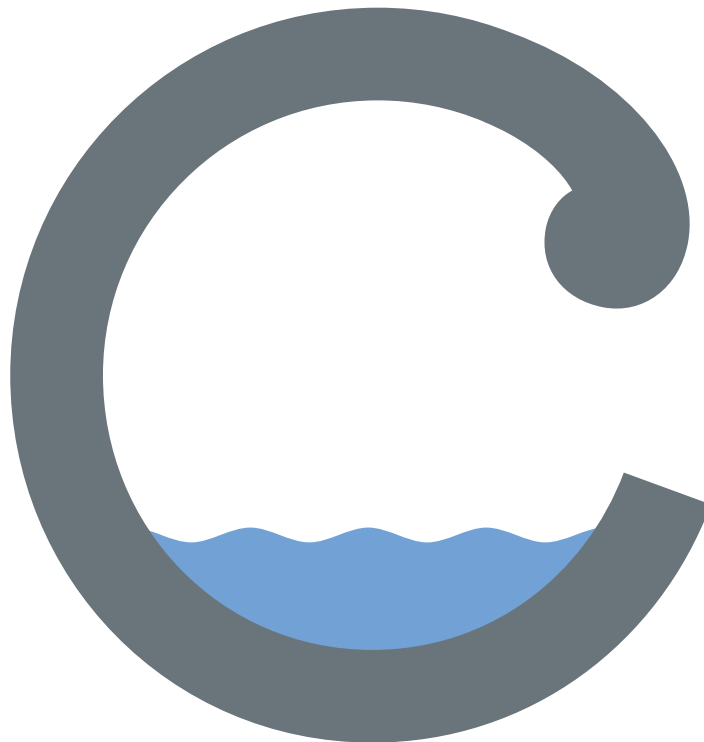
Ms. Kristin Pipkin
Waller Creek District Program Manager
Watershed Protection Department, City of Austin
Responding Party/City Representative

Date

Waller Creek District

EMERGING PROJECTS COORDINATION PHASE PLAN

Proposing Party: Waller Creek Conservancy



14 November 2018

Waller Creek District
EMERGING PROJECTS COORDINATION PHASE PLAN

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| Supporting Supplemental Documentation (Consultant Proposals) | Separate document |

WALLER CREEK PHASE PLAN PROPOSAL CHECKLIST

Project: Waller Creek District – EMERGING PROJECTS COORDINATION PHASE PLAN

| EXPED Review | p.# | JDA Section* | Topic | Description | Notes |
|--------------|-----|----------------|---|---|---|
| X | na | 3.03 B. | Responding Party Review | Complete before submission to LGC | Send with EXPED Review Front Cover |
| | na | | Cover Letter | | Update with signatures |
| | na | | Front Cover | Add before submission to LGC | Update with dates |
| | na | | Table of Contents | | Update with correct page # |
| X | na | | Check List | | Include this check list in PP |
| X | 1 | 3.04 A.1 | General | Exec Summary - general outline of the project | |
| | 9 | | | Schedule with milestones & projected completion | Exhibit B |
| | 11 | | | Implementation plan | Exhibit D |
| X | 10 | 3.04 A.2 (i) | Identify Team | List all professionals and their discipline | Exhibit C |
| X | na | 3.04 A.2 (ii) | Construction Delivery Method | Proposed Construction Delivery Method | N/A - no construction is included in this scope of work |
| X | na | 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 |
| X | na | 3.04 A.2 (iv) | Design Material | Prelim site plans, architectural plans, elevations, other design materials | Graphic materials will be generated as a part of this scope of work |
| X | 8 | 3.04 A.3 | Project Map | Map of District showing Limits of Phase Plan Area | Exhibit A |
| X | 13 | 3.04 A.4 | Project Budget | All Phase Plan costs including allowances and contingencies | Exhibit E |
| | | | Including: | List of funding sources | |
| | | | | List where funds are to be held | |
| | | | | List constraints on use of funds | |
| | | | | Post construction budget - capital repairs, 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 | |
| X | 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. | |
| | na | 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 |
| | na | 3.04 A.8 | Procurement Process Requirements | If funded in part by the City, comply with City Code and other applicable law | |
| | | | | Local Government Code Sections 252 and 271 | N/A - none contemplated in this scope of work |
| | | | | Texas Transportation Code Chapter 432 | N/A - none contemplated in this scope of work |
| | 15 | 3.04 A.9 | MWBE Participation | If funded in part by the City, outline plan | Exhibit G |
| | na | 3.04 A.10 | Public Improvement Projects/Approvals and Permits | Identify responsibilities for obtaining approvals from Government Authorities for design and construction | N/A - none contemplated in this scope of work |
| | na | 3.04 A.11 | Operations & Maintenance | Plan for obtaining approvals/permits and for paying for operations and maintenance | N/A - none contemplated in this scope of work |

WALLER CREEK PHASE PLAN PROPOSAL CHECKLIST

| EXPED Review | p.# | JDA Section* | Topic | Description | Notes |
|--------------|-----|--------------|---|--|--|
| | 6 | 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 this phase plan as required utilizing a title company |
| | na | 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 |
| | 18 | 3.04 A.14 | Insurance and Bonding | Provision of insurance and bonding in Article 9 | Exhibit H, bonding is not required for professional services |
| | na | 3.04 A.15 | Use by City | Identify terms for use by the City | N/A - none contemplated in this scope of work |
| | na | 3.04 A.16 | Activities and Rates | Identify activities by groups | N/A - none contemplated in this scope of work |
| | na | 3.04 A.17 | Maintenance in ROW's | Identify of maintenance of District ROW's | N/A - none contemplated in this scope of work |
| | na | 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 |
| | na | 3.04 A.19 | Operations and Maintenance | Identify operations and maintenance standards | This is a product of this scope of work |
| | na | 3.04 A.20 | Revenue Source and Fees | Create a pro forma re fees, licensing to cover Operation Expenses | N/A - none contemplated in this scope of work |
| | 6 | 3.04 A.21 | Commercial Design Standards | Identify if Comm Design Stds apply or waived | |
| | na | 3.04 A.22 | License Agreements | Identify if License Agreements apply | N/A - none contemplated in this scope of work |
| | na | 3.04 A.23 | Naming Rights | Identify any license agreements necessary for naming rights | N/A - none contemplated in this scope of work |
| | na | 3.04 A.24 | Change in Ownership | Identify if there is a proposed change in ownership of a Public District Site | N/A - none contemplated in this scope of work |
| | 14 | 3.04 A.25 | Capital Needs Timing | Identify the capital needs timing for City Planning purposes | Exhibit F |
| | na | 3.04 A.26 | Payment to PARD or other City Departments | Identify how payments will be made to PARD or other City Depts for their operations | N/A - none contemplated in this scope of work |
| | na | 3.04 A.27 | Public Accessibility | Identify public accessibility and provisions thereof | N/A - none contemplated in this scope of work |
| | na | 3.04 A.28 | Timing of transfers | Identify timing of transfers of improvements and land | N/A - none contemplated in this scope of work |
| | 6 | 3.04 A.29 | Maintain natural space | Identify the ways projects will be designed to maintain natural space | |
| | na | 3.04 A.30 | Maintain flexibility of City owned properties | Identify how the flexibility of City Owned properties will be maintained | The team will include maintaining flexibility as a goal |
| | na | 3.04 A.31 | Issues related to alcohol use | Identify any desired exemptions of City Code or park rules | N/A - none contemplated in this scope of work |
| | na | 3.04 A.32 | Other Relevant Info | | |

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

Waller Creek District EMERGING PROJECTS COORDINATION PHASE PLAN

Project Identification:

Title: Emerging Projects PP (or “Project”)

Location: Waller Creek District – Austin, Texas

(see Exhibit A, Project Area Diagram)

Date: 14 November 2018

EXECUTIVE SUMMARY (3.04 A.1)

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

The overarching goal of the **Emerging Projects Coordination Phase Plan (Emerging Projects PP)** is to allow the team to efficiently and expediently respond to Waller Creek District-wide projects that affect the vision of the Waller Creek Chain of Parks (Waller Creek project). The boundary of this Phase Plan includes the whole Waller Creek District as depicted in **Exhibit A, Project Area Diagram**.

The Waller Creek District is bounded to the north by 15th Street, which is the northern edge of Waterloo Park. The eastern boundary follows along the north-bound frontage road of I-35, terminating at the northern bank of Lady Bird Lake. The south boundary hugs the north bank of Lady Bird Lake and expands to the southern shore of the lake to accommodate the proposed bridge connection to the South Central Waterfront Planned district. The district’s western boundary aligns with Trinity Street until Cesar Chavez Street where it bumps out over the Four Seasons Hotel property.

This Phase Plan supports anticipated projects that will be led by Michael Van Valkenburgh Associates (MVVA) as the team lead and landscape architect. The type of services includes case-by-case design work and coordinating efforts with private and public projects that emerge in the Waller Creek District and have immediate impacts on the Waller Creek Chain of Parks. This can include, but is not limited to work regarding bank stability, mobility, stormwater infrastructure, utility routing, easements, real estate, and any projects with adjacent property owners/developers, see below for more details. Priority will be afforded to projects that have immediate impacts on the overall vision of Waller Creek project design.

Anticipated Design Projects (to include but not limited to):

- Bank stability projects
- Mobility studies

- Stormwater infrastructure projects
- Utility routing projects
- Design mock-ups
- Easement studies + acquisition
- Real estate studies + acquisition
- Projects associated with implementation of the Waller District Design Guidelines
- Projects with adjacent property owners (both private and public) with shared boundaries

This Phase Plan does not include construction projects. It provides design work that could lead to and support construction activities.

The Emerging Projects PP has its foundation in early design phase plans and the Creek Corridor Framework Phase Plan (CCF). The CCF 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 in the entire Waller Creek Corridor from Lady Bird Lake to 15th Street.

This scope of work – the Emerging Projects Coordination Phase Plan – will augment, incorporate and advance the findings of the Creek Corridor Framework Plan and other project phase plans, 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 (PARD), 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 and other design professionals for developments adjacent to the Waller Creek Chain of Parks. 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. Other file formats (e.g. MicroStation; AutoCAD Civil 3D) will be considered as needed on a case-by-case basis.

MAIN POINTS OF CONTACT

Proposing & Managing Party:

Waller Creek Conservancy

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

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

Michelle Bright, mbright@wallercreek.org (512-541-3520)

Responding Party:

City of Austin, Watershed Protection Department

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

City of Austin, Parks and Recreation Department

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

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

SCHEDULE (3.04 A.1)

The anticipated services associated with the Emerging Projects PP shall be provided for the next six (6) years from November 2018 – September 2025 with annual reviews to establish budget allowances and to resubmit the design team's professional rates. Key milestones will correspond with other active phase plans in the Waller Creek Chain of Parks and the City of Austin's annual review period, fourth quart of every year. MVVA's annual team allowance is calculated based on previous emerging development project fees and on the schedule shown in **Exhibit B, Project Schedule**.

All projects initiated under this Phase Plan will go through an authorization process. After a project is identified, MVVA will provide a scope of services and fee proposal for the specific project. This proposal, along with a Funding Letter will be compiled by the Managing Party (Waller Creek Conservancy) and provided to the Responding Party (WPD and PARD) for approval. The Funding Letter also will outline the allocation of funds contributed by the Responding Party and Managing Party based on program priorities. Once the letter is agreed upon and signed by all parties, the MVVA design team will be issued a notice to proceed (NTP) and work will commence.

PERFORMANCE PERIOD

The anticipated performance period is the next six (6) years from November 2018 – September 2025.

GENERAL SCOPE OF SERVICE REQUIREMENTS

A flow chart of how the team will work and what disciplines are represented by the MVVA design team is described in **Exhibit C, Organizational Chart**, and an explanation of the anticipated deliverables and authorization process for initiating projects is described in **Exhibit D, Implementation Plan**.

CONSULTANT TEAM LIST (3.04 A.2 (i))

The following subconsultants are part of MVVA's design team and the associated anticipated scopes, schedule, allowance, and rates are included in this proposal. Please See **Exhibit C, Organizational Chart**.

- Team Lead, Landscape Architect: Michael Van Valkenburgh Associates, Inc. (MVVA)
 - Permitting and Environmental Consulting: ACI Consulting
 - Structural Engineering: AEC
 - Accessibility Consultant: Altura Solutions
 - Civil Engineer: Big Red Dog Engineering
 - Local Landscape Architect: dwg
 - Mechanical, Electrical and Plumbing Engineer: EEA
 - Public Space Management Consulting: ETM Associates
 - Local Ecologists: Lady Bird Johnson Wildflower Center Ecosystem Design Group
 - Hydrologist: LimnoTech
 - Soil Scientist: Olsson Associates
 - Geotechnical Engineering: Terracon
 - Lighting Design: Tillett

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, title company or construction management firm will be selected utilizing methods that meet the City of Austin Ordinances for procurement of services.

PROJECT BUDGET (3.04 A.4)

Anticipated services as part of this Phase Plan will be performed on a "not-to-exceed" fee basis, assuming the schedule for this work is not significantly extended beyond September 2025. MVVA team fees and estimated reimbursable expenses are shown in **Exhibit E, Project Budget**. The fees are as follows:

Emerging Projects Design Activities

Design Studies and Service Allowance*: \$250,000

Cost Overrun Reserve: \$50,000

Grand Total of Design Allowance and Cost Overrun Reserve: \$300,000

*Allowance may include reimbursable expenses that will be determined on an as need basis depending on the specific design project that occurs as part of this Phase Plan. As with all scope of services proposals, reimbursable expenses will be reviewed and authorized by the Managing Party and Responding Party as outlined below and in Exhibit D, Implementation Plan.

The City of Austin (City) will contribute an amount not to exceed \$200,000 toward the Emerging Projects Phase Plan at a 70/30 split between the Watershed Protection Department (WPD) and Park and Recreation Department (PARD) respectively. Thus, WPD will contribute \$140,000 and PARD will contribute \$60,000. The Waller Creek Conservancy will contribute an amount not to exceed \$100,000 toward the Emerging Projects PP. Design activities associated with this Phase Plan will be evaluated on a case-by-case basis and the exact allocation of funds will be determined during the authorization process.

All projects initiated under this Phase Plan will go through an authorization process. After a project is identified, MVVA will provide a scope of services and fee proposal for the specific project. This proposal, along with a Funding Letter will be compiled by the Managing Party (Waller Creek Conservancy) and provided to the Responding Party (WPD and PARD) for approval. The Funding Letter also will outline the allocation of funds contributed by the Responding Party and Managing Party based on program priorities. Once the letter is agreed upon and signed by all parties, the MVVA design team will be issued a notice to proceed (NTP) and work will commence. An explanation of the authorization process for initiating projects is described in **Exhibit D, Implementation 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. In accordance with Section 3.04 A.25 of the JDA, **See Exhibit F, Capital Needs Projection** addressing the allotted allowances for the Emerging Projects PP.

COST OVERRUN PLAN (3.04 A.5)

In accordance with the JDA, the identification of the source of funds for cost overruns are required. For this Phase Plan, a cost overrun would be caused when the allotted annual allowance has been expended and further work needs to commence. The Proposing Party must seek approval from the Responding Party to utilize cost overrun funding. If this request does not require any additional funding, the request to use cost overrun funds does not require LGC approval.

Individual consultants letter proposals and hourly rates are included in **Exhibits I – U, Consultant Proposals**.

COMPLIANCE WITH FOUNDATIONAL ARTICLES (3.04 A.6)

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

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

Pursuant to the JDA between the City and the Conservancy, any Project funded in part by the city must meet City ordinance and state law requirements for procurement and the selected CMR must meet City ordinance requirements for minority participation. MWBE Participation requirement information can be found in **Exhibit G, JDA Procurement Requirements**.

APPROVALS AND PERMITS (3.04 A.10)

The project manager and key consultants have the responsibility of obtaining approvals and permits from Governmental Authorities for design and construction if the project is a Public Improvement Project.

ADJACENT PROPERTY ACQUISITION (3.04 A.12)

This work will be done within the scope of multiple phase plans, including the Emerging Projects PP, as required to meet the needs of the particular goals of the project. The work will be done by utilizing a title company.

INSURANCE AND BONDING (3.04 A.14)

Bonding is not required for professional services. Insurance information can be found in **Exhibit H, Insurance Certificates**.

COMMERCIAL DESIGN STANDARDS (3.04 A.21)

Unless otherwise indicated, commercial design standards will be followed under this Phase Plan.

GREEN SPACE (3.04 A.29)

A core element of the approved the Creek Corridor Framework Phase Plan (CCF) calls for conserving and maintaining natural space and will be a guiding principal for the work herein.

LIST OF EXHIBITS – EMERGING PROJECTS COORDINATION PHASE PLAN

| | |
|-----------|------------------------------|
| EXHIBIT A | Project Area Diagram |
| EXHIBIT B | Project Schedule |
| EXHIBIT C | Organizational Chart |
| EXHIBIT D | Implementation Plan |
| EXHIBIT E | Project Budget |
| EXHIBIT F | Capital Needs Projection |
| EXHIBIT G | JDA Procurement Requirements |
| EXHIBIT H | Insurance Certificates |

SUPPORTING SUPPLEMENTAL DOCUMENTATION*
(under separate cover)

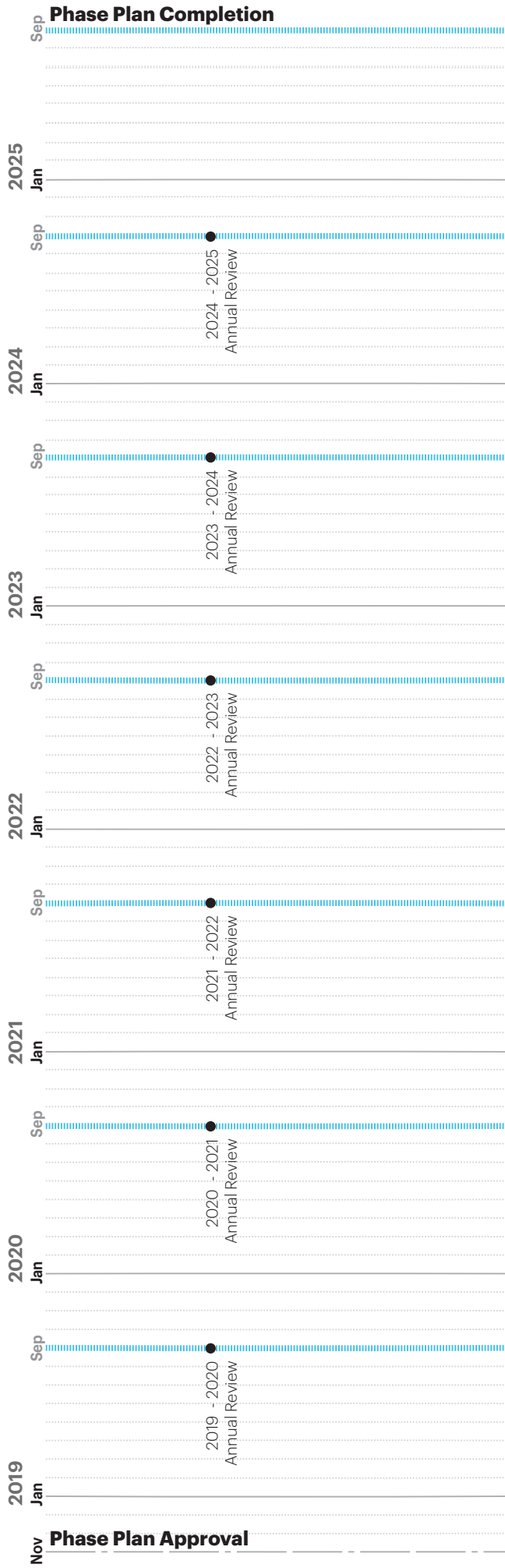
| | |
|-----------|---|
| EXHIBIT I | MVVA Proposal + Rates |
| EXHIBIT J | ACI Proposal + Rates |
| EXHIBIT K | AEC Proposal + Rates |
| EXHIBIT L | Altura Solutions Proposal + Rates |
| EXHIBIT M | Big Red Dog (BRD) Proposal + Rates |
| EXHIBIT N | dwg Landscape Design Proposal + Rates |
| EXHIBIT O | EEA Consulting Engineers Proposal + Rates |
| EXHIBIT P | ETM Associates Proposal + Rates |
| EXHIBIT Q | Lady Bird Johnson Wildflower Center Ecosystem Design Group (LBJWC) Proposal + Rates |
| EXHIBIT R | LimnoTech Proposal + Rates |
| EXHIBIT S | Olsson Associates Proposal + Rates |
| EXHIBIT T | Terracon Proposal + Rates |
| EXHIBIT U | Tillett Lighting Design Proposal + Rates |

*All rates for the Design Team subject to annual change per the Masters Service Agreement
Other approved consultants will provide proposals on a case-by-case basis and will be reviewed through the Authorization process outlined in Exhibit D, Implementation Plan



EXHIBIT B: PROJECT SCHEDULE

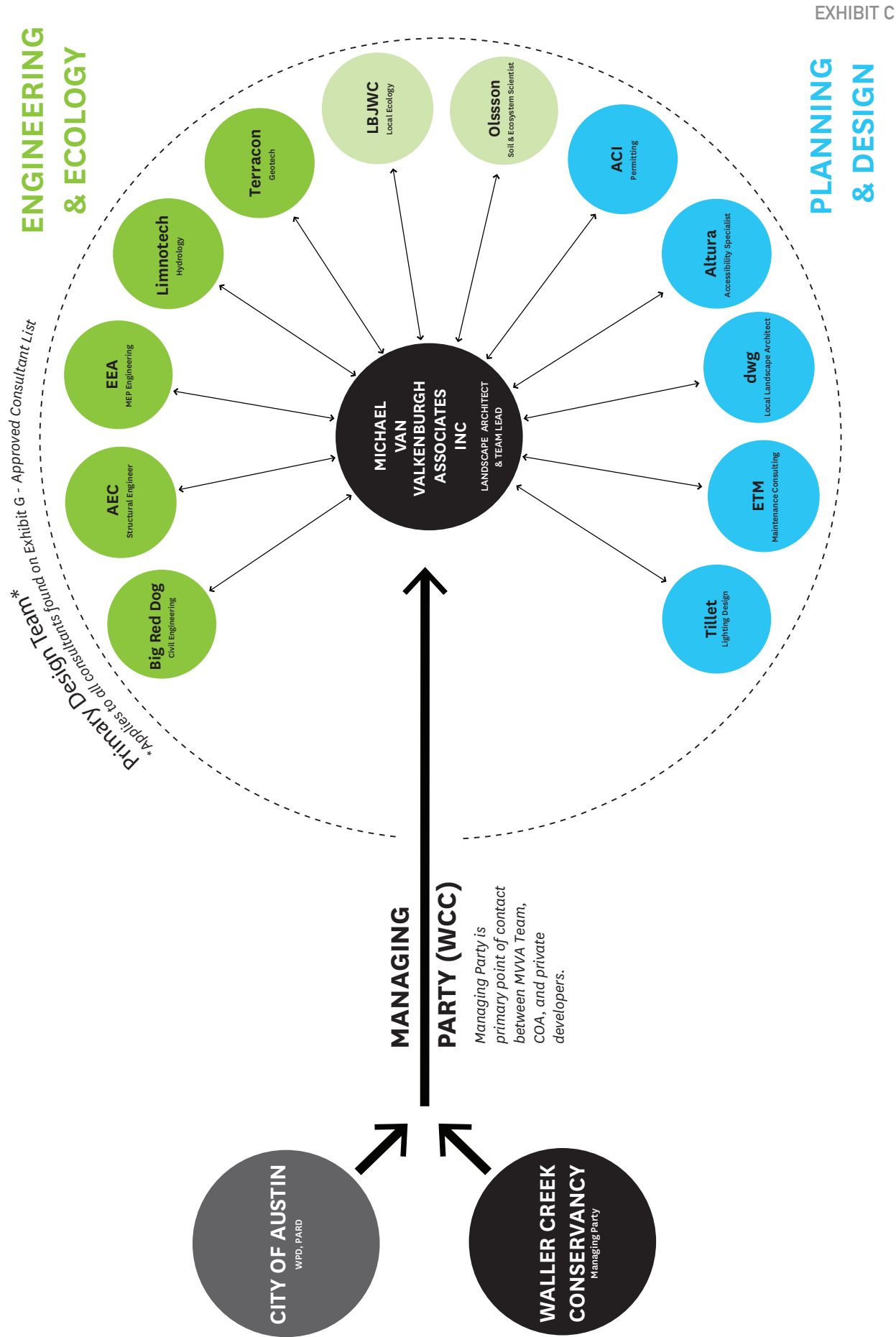
10/15/2018



***Annual Review:**
LGC Approval of Annual Budget Allowances and
Design Team Billing Rates for the Emerging
Projects Phase Plan

Note: All projects initiated under the Emerging Projects PP will go through an authorization process. After a project is identified, a Scope of Services for the specific project with Funding Letter will be compiled by the Managing Party (Waller Creek Conservancy) and provided to the Responding Party (WPD and PARC). Once the letter is agreed upon and signed the consulting team will be issued a notice to proceed (NTP) and work will commence.

EXHIBIT C: ORGANIZATION CHART



Title: Emerging Projects Coordination Phase Plan (or “Plan”)
Location: Waller Creek District – Austin, Texas
(see Exhibit A, Project Area Diagram)

The **Emerging Projects Coordination Phase Plan** (Emerging Projects PP) encompasses anticipated design work and coordinating efforts with private and public projects that emerge in the Waller Creek District and pose immediate impacts on the Waller Creek Chain of Parks (Waller Creek project), see **Exhibit A: Project Area Diagram**. Depending on the type of project specified, Michael Van Valkenburgh Associates (MVVA), who will serve as team lead and landscape architect, will determine which professional experts are needed to complete the effort and develop a succinct Scope of Work, which will go through an Authorization Process as outlined below.

The objective of this Plan is to provide for case-by-case assessments of how adjacent projects could impact the global Waller Creek project and to, if needed, develop feasibility studies of how to mitigate or build improvements into the Waller Creek Chain of Parks design.

SCOPE OF WORK

Potential Scopes of Work under this Plan include but are not limited to the following: bank stability projects, mobility studies, stormwater infrastructure projects, utility routing projects, design mock-ups, easement studies + acquisition, real estate studies + acquisition, projects associated with implementation of the Waller District Design Guidelines, and/or coordination projects with adjacent property owners with shared boundaries.

DESIGN ACTIVITIES

The design team’s activities in this Phase Plan may include but are not limited to:

- Project administration
- Coordination with the Owner Team (WCC + CoA)
- Coordination and meetings (conference calls and in-person meetings) with developers, and others associated with the private/public projects
- Performing feasibility studies
- Establishing design criteria
- Developing technical memos
- Performing site visits to assess bank conditions, stream conditions
- Performing field evaluations on-site
- Performing field design/engineering with project partners

This Plan does not include construction projects. It provides design work that could lead to and support construction activities.

DELIVERABLES

Design team deliverables in this Plan may include but are not limited to:

- Technical reports (draft and final)
- Design memos
- 3D models and studies
- Diagrammatic drawings (including sketch renderings)
- Technical documentation
- Presentations

AUTHORIZATION PROCESS

All projects initiated under this Phase Plan will go through an authorization process, outlined below:

- 1) **Project Identification:** Projects that emerge in the Waller Creek District that have impact on the overall vision of the Waller Creek Chain of Parks will be identified for the design team to study in more detail. Priority will be given to projects that have immediate impact on the Waller Creek Project design.
- 2) **Develop Scope of Services:** MVVA will provide a Scope of Services and fee proposal for the consultant team for the specific project identified.
- 3) **Approval Documentation:** The Scope of Services proposal, along with a Funding Letter will be compiled by the Managing Party (Waller Creek Conservancy) and provided to the Responding Party (WPD and PARD) for approval. The Funding Letter also will outline the allocation of funds contributed by the Responding Party and Managing Party based on program priorities.
- 4) **Notice to Proceed:** Once the letter is agreed upon and signed by all parties, the MVVA design team will be issued a notice to proceed (NTP) and work will commence.

| EMERGING PROJECTS COORDINATION PHASE PLAN | | |
|---|---------------------|-----------|
| | | |
| Emerging Projects Design Activities | Fees | Reimb* |
| | | |
| Design Studies + Service Allowance: | \$250,000.00 | -- |
| | | |
| Cost Overrun Reserve: | \$50,000.00 | -- |
| | | |
| Summary | | |
| Allowances | \$250,000.00 | -- |
| Cost Overrun Reserve | \$50,000.00 | -- |
| TOTAL | \$300,000.00 | -- |
| *Allowance may include reimbursable expenses that will be determined on an as need basis depending on the specific design project that occurs as part of this Phase Plan. | | |

| EMERGING PROJECTS COORDINATION PHASE PLAN | | | |
|--|---------------------------|--------------|---------------|
| | | | |
| Emerging Projects Design Activities | | Total Fees* | Total Reimb** |
| | | \$250,000.00 | -- |
| | | | |
| Quarter | Activity | Fees | Reimb |
| Qtr 4 | Design Studies + Services | \$62,500.00 | -- |
| Qtr 1 | Design Studies + Services | \$62,500.00 | -- |
| Qtr 2 | Design Studies + Services | \$62,500.00 | -- |
| Qtr 3 | Design Studies + Services | \$62,500.00 | -- |
| TOTAL | | \$250,000.00 | -- |
| *Excludes Cost Overrun Reserve | | | |
| **Allowance may include reimbursable expenses that will be determined on an as need basis depending on the specific design project that occurs as part of this Phase Plan. | | | |
| Projections will fluctuate in response to adjustments in work flow | | | |

EXHIBIT "G"

M/WBE REQUIREMENTS

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

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

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

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

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

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

Waller Creek Project
Approved Consultant List

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

EXHIBIT H: INSURANCE CERTIFICATES

EXHIBIT H



MICHVAN-01

DGHIGLIAZZA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

| PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169 | CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888 E-MAIL ADDRESS: boston@amesgough.com | | | | | | | | | | | | | | |
|--|---|-------------------------------|--------|---|--------------|--|--------------|---|--------------|--|--------------|--------------------|--|--------------------|--|
| INSURED Michael Van Valkenburgh Associates, Inc. 231 Concord Street Cambridge, MA 02138 | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER B : Charter Oak Fire Insurance Company A++ (XV)</td> <td>25615</td> </tr> <tr> <td>INSURER C : Travelers Indemnity Co. of America A++, XV</td> <td>25666</td> </tr> <tr> <td>INSURER D : Lexington Insurance Company A, XV</td> <td>19437</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Travelers Property Casualty Company of America | 25674 | INSURER B : 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 : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Travelers Property Casualty Company of America | 25674 | | | | | | | | | | | | | | |
| 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 | X | | 6809H708658 | 05/01/2018 | 05/01/2019 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | 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 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC | | | | | | |
| | OTHER: | | | | | | |
| B | AUTOMOBILE LIABILITY | X | | BA4372L203 | 05/01/2018 | 05/01/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per person) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB | X | | CUP5D158369 | 05/01/2018 | 05/01/2019 | EACH OCCURRENCE \$ 10,000,000 |
| | <input type="checkbox"/> EXCESS LIAB | | | | | | AGGREGATE \$ 10,000,000 |
| | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | N | N/A | UB4K673919 | 05/01/2018 | 05/01/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Professional Liab. | | | 031711009 | 05/01/2018 | 05/01/2019 | Per Claim \$ 5,000,000 |
| | | | | 031711009 | 05/01/2018 | 05/01/2019 | Aggregate \$ 5,000,000 |

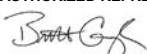
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All Coverages are in accordance with the policy terms and conditions.

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 211 E 7th St., Suite 712 Austin, TX 78701 | <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>  |
|---|--|