



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

19 December 2018

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

RE: Waller Creek District: Waterloo Construction Phase Plan

Dear Melba:

Enclosed herewith you will find the Waterloo Construction Phase Plan including the construction of the Waterloo Parkland and Performance Venue, see Exhibit A for the Project Design Materials. Please refer to the enclosed Exhibit F for a Project Budget including identification of funding sources.

The Waterloo Construction Phase Plan includes the construction of the Parkland and Performance Venue bounded to the north by 15th Street, east by Red River Street, south by 12th Street and west by Trinity Street in Austin, Texas. Please see Exhibit B for the Project Area Diagram. This Phase Plan does not include the construction of Sector 9, the bank and creek restoration along Waller Creek within Waterloo Park south of 15th Street. The Sector 9 work will be undertaken as an addendum to this Construction Phase Plan or as a separate Phase 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

12/19/18
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.

12/19/2018

Ms. Melba Whatley

Date

Vice President

Waller Creek Local Government Corporation

LGC Representative

12/20/2018

Ms. Kristin Pipkin

Date

Waller Creek District Program Manager

Watershed Protection Department, City of Austin

Responding Party/City Representative

12/19/18

Mr. Terry Jungman

Date

Division Manager, Asset Management

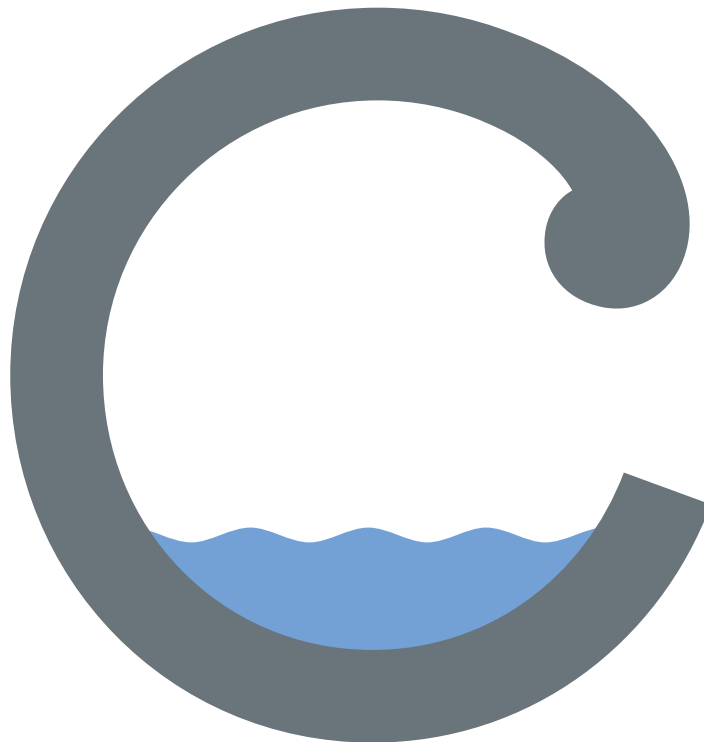
Parks and Recreation Department, City of Austin

Responding Party/City Representative

Waller Creek District

WATERLOO CONSTRUCTION PHASE PLAN

Proposing Party: Waller Creek Conservancy



19 December 2018

Waller Creek District
WATERLOO CONSTRUCTION PHASE PLAN

TABLE OF CONTENTS

Phase Plan Element	Page Number
COVER LETTER	Attached at beginning of Phase Plan document
CHECK LIST	
EXECUTIVE SUMMARY AND SCOPE NARRATIVE	PAGE 1
EXHIBITS	
EXHIBIT A: PROJECT DESIGN MATERIALS	PAGE 12
EXHIBIT B: PROJECT AREA DIAGRAM	PAGE 17
EXHIBIT C: PROJECT SCHEDULE	PAGE 18
EXHIBIT D: ORGANIZATION CHART	PAGE 19
EXHIBIT E: IMPLEMENTATION PLAN	PAGE 20
EXHIBIT F: PROJECT BUDGET	PAGE 23
EXHIBIT G: CAPITAL NEEDS PROJECTION	PAGE 24
EXHIBIT H: JDA PROCUREMENT REQUIREMENTS	PAGE 25
EXHIBIT I: WATERLOO PARK PLAN PERMIT	PAGE 28
EXHIBIT J: OPERATIONS & MANAGEMENT AGREEMENT FOR WATERLOO PARK	PAGE 29
EXHIBIT K: INSURANCE CERTIFICATES	PAGE 46
SUPPORTING SUPPLEMENTAL DOCUMENTATION	Separate document

WALLER CREEK PHASE PLAN PROPOSAL CHECKLIST

**Project: Waller Creek District –
WATERLOO CONSTRUCTION PHASE PLAN**

PAGE #	JDA SECTION*	TOPIC	DESCRIPTION	EXHIBITS
na	3.03 B.	Responding Party Review	Complete before submission to LGC	
na		Cover Letter		
na		Front Cover	Add before submission to LGC	
na		Table of Contents		
na		Check List		
1	3.04 A.1	General	Exec Summary - general outline of the project	
3, 18			Schedule with milestones & projected completion	Exhibit C
20			Implementation plan	Exhibit E
4, 19	3.04 A.2 (i)	Identify Team	List all professionals and their discipline	Exhibit D
2	3.04 A.2 (ii)	Construction Delivery Method	Proposed Construction Delivery Method	
3	3.04 A.2 (iii)	Designate the Reviewer of Construction Schedule	Project Director or Managing Party	
12	3.04 A.2 (iv)	Design Material	Prelim site plans, architectural plans, elevations, other design materials	Exhibit A
17	3.04 A.3	Project Map	Map of District showing Limits of Phase Plan Area	Exhibit B
6, 23	3.04 A.4	Project Budget	All Phase Plan costs including allowances and contingencies	Exhibit F
		Including:	List of funding sources	
7			List where funds are to be held	
7			List constraints on use of funds	
7, 8			Post construction budget - capital repairs, operating and maintenance budgets	
7	3.04 A.5	Cost Overrun Plan	Identify how any cost overruns will be funded	
7, 8	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	
8	3.04 A.7	Third Party Agreements	Outline any third-party agreements that will need to be obtained	
8, 25	3.04 A.8	Procurement Process Requirements	If funded in part by the City, comply with City Code and other applicable law	Exhibit H
			Local Government Code Sections 252 and 271	
			Texas Transportation Code Chapter 432	
8	3.04 A.9	MWBE Participation	If funded in part by the City, outline plan	
9, 28	3.04 A.10	Public Improvement Projects/Approvals and Permits	Identify responsibilities for obtaining approvals from Government Authorities for design and construction	Exhibit I
9	3.04 A.11	Operations & Maintenance	Plan for obtaining approvals/permits and for paying for operations and maintenance	

WALLER CREEK PHASE PLAN PROPOSAL CHECKLIST

PAGE #	JDA SECTION*	TOPIC	DESCRIPTION	EXHIBITS
9	3.04 A.12	ID and Mapping Easements	Identify and map all easements and other real property interests	
7	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	
9, 46	3.04 A.14	Insurance and Bonding	Provision of insurance and bonding in Article 9	Exhibit K
9	3.04 A.15	Use by City	Identify terms for use by the City	
9	3.04 A.16	Activities and Rates	Identify activities by groups	
10	3.04 A.17	Maintenance in ROW's	Identify of maintenance of District ROW's	
10	3.04 A.18	Utilities	Identify how utilities will be provided, cost of services, metering etc	
9, 29	3.04 A.19	Operations and Maintenance	Identify operations and maintenance standards	Exhibit J
10	3.04 A.20	Revenue Source and Fees	Create a pro forma re fees, licensing to cover Operation Expenses	
10	3.04 A.21	Commercial Design Standards	Identify if Comm Design Stds apply or waived	
10	3.04 A.22	License Agreements	Identify if License Agreements apply	
10	3.04 A.23	Naming Rights	Identify any license agreements necessary for naming rights	
11	3.04 A.24	Change in Ownership	Identify if there is a proposed change in ownership of a Public District Site	
11, 24	3.04 A.25	Capital Needs Timing	Identify the capital needs timing for City Planning purposes	Exhibit G
11	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	
11	3.04 A.27	Public Accessibility	Identify public accessibility and provisions thereof	
2, 11	3.04 A.28	Timing of transfers	Identify timing of transfers of improvements and land	
11	3.04 A.29	Maintain natural space	Identify the ways projects will be designed to maintain natural space	
11	3.04 A.30	Maintain flexibility of City owned properties	Identify how the flexibility of City Owned properties will be maintained	
11	3.04 A.31	Issues related to alcohol use	Identify any desired exemptions of City Code or park rules	
na	3.04 A.32	Other Relevant Info		

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

Waller Creek District

WATERLOO CONSTRUCTION PHASE PLAN

Project Identification:

Title: Waterloo Construction Phase Plan (or “Phase Plan”)

Location: Waterloo Park –

Between 12th-15th Street south to north, and Red River-Trinity Street east to west along Waller Creek (see Exhibit B, Project Area Diagram)

Date: 19 December 2018

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

EXECUTIVE SUMMARY (3.04 A.1)

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

Waterloo Park is an 11-acre green space that will host a wide range of landscape experiences for play, leisure, and celebration of the natural environment. The greater Waller Creek trail system emerges into the park at 12th Street from the south and provides a flow of recreational visitors coming from downtown, Lady Bird Lake, and beyond. An accessible path network weaves through the site’s dramatic topography, connecting a network of gardens, water features, gathering spaces, stands of mature trees, and a central “Clearing or Great Lawn” – a grand new civic space for Austin. The central clearing opens toward a Performance Venue (Moody Amphitheater), a permanent outdoor venue celebrating Austin as an international outdoor music destination. Open year round, the Amphitheater provides a new and dynamic music and arts experience in an urban park, providing diverse entertainment experiences that embody the values of the community. **Exhibit A, Project Design Materials** provides an overview of the project and shows the design of the main elements of Waterloo Park. This Phase Plan realizes the drawings and specifications for Waller Creek Waterloo Park Part One: Parkland, Waterloo Restroom Facility and Waterloo Park Performance Venue.

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

The **Waterloo Construction Phase Plan** undertakes the construction of the Parkland, Restroom Facility and Performance Venue at Waterloo Park, from 12th to 15th Streets along Waller Creek (see **Exhibit B, Project Area Diagram**).

The Waterloo Construction Project Area is bounded on the south by 12th Street. The western boundary of the Project area is Trinity Street and the eastern boundary is Red River Street. This project area includes the 14th Street Bridge. The northern boundary follows 15th Street, except for at the Hauke House property on the northwestern corner where the Limit of Work (L.O.W.) meets the southern edge of that parcel. The northwest corner, Hauke House property, and adjacent building are excluded from this Phase Plan and will be addressed in subsequent phase plan design proposals. In Addition, the northeast corner of the park and banks of Waller Creek north of the inlet pond (Sector 9) are not included in this Phase Plan and will be addressed in an addendum or a future construction phase plan. The Inlet Facility, associated parking lot, inlet pond, and portions of the engineered creek banks are excluded from the L.O.W. of this construction project.

This Construction Phase Plan realizes the design work completed in the *Waterloo Park Construction Documents and Permitting Phase Plan* as well as *Addendums One* and *Two*. In addition, this project builds upon the construction work performed in the *Structured Lawn at Waterloo Park Construction Phase Plan*. This Phase Plan includes design team coordination in support of the *Waller Creek Signage Master Plan & Waterloo Park Signage Design Phase Plan* and does not duplicate efforts proposed under aforementioned phase plans. The Waterloo Construction Phase Plan will augment, incorporate, and advance the work done in previous phase plans, but not be duplicative of this work.

This Phase Plan utilizes the construction management expertise of DPR Construction (DPR, Construction Team), the firm selected for Construction Manager at Risk (CMAR) services for this Project, as well as construction administration performed by the Michael Van Valkenburgh Associates (MVVA, Landscape Architecture Team Lead) and Thomas Phifer and Partners (TPP, Architecture Team Lead) teams.

This Phase Plan encompasses the following:

- Construction Administration
- Construction of Waterloo Parkland, including the Restroom Facility
- Construction of the Performance Venue at Waterloo Park
- Other Budget Items: Commissioning and Materials Testing

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

All services performed under this Phase Plan shall be in accordance with the existing contractual agreements held by the WCC, applicable codes, including the City Code, and accepted industry standards. In accordance with the 3.04 A.28 of the JDA, any acquisitions either by fee simple or by easement will follow the Office of Real Estate's

Standard Operating Procedures for approvals, land plans, land title surveys, Environmental Site Assessment Plans I and II, and title policies. No acquisitions are anticipated in this Phase Plan.

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

MAIN POINTS OF CONTACT

Proposing & Managing Party:

Waller Creek Conservancy

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

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

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

Responding Party:

City of Austin, Watershed Protection Department

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

City of Austin, Parks and Recreation Department

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

Construction Team Lead:

DPR Construction (DPR)

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

Landscape Architecture Team Lead:

Michael Van Valkenburgh Associates (MVVA)

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

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

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

Architecture Team Lead:

Thomas Phifer and Partners (TPP)

TPP Founder: Thomas Phifer, tom@thomasphifer.com (212-337-0334)

TPP Director and Point of Contact: Andy Mazor, andrew@thomasphifer.com (212-337-0334)

SCHEDULE (3.04 A.1)

The Notice to Proceed (N.T.P.) for the Waterloo Construction Phase Plan is anticipated to occur on December 19, 2018 following approval of the Phase Plan by the Waller Creek Local Government Corporation. The services associated with the Phase Plan shall be provided from the end of December 2019 – June 2020. DPR, MVVA, and TPP fees have been calculated based on the Construction Schedule, which is shown in greater detail in **Exhibit C, Project Schedule**. In accordance with 3.04 A.2(iii) of the JDA, the Managing Party and a representative from the City will review and approve the construction schedule put forward by the CMAR, DPR.

PERFORMANCE PERIOD

The anticipated performance period is the next seventeen (17) months. A more detailed Project schedule is shown in **Exhibit C, Project Schedule**.

GENERAL SCOPE OF SERVICE REQUIREMENTS

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

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

The following landscape architecture and architecture design teams and CMAR will be responsible for delivering the Waterloo Parkland, Restroom Facility and Performance Venue.

- Construction Manager at Risk: DPR Construction
- Architecture Team Lead: Thomas Phifer and Partners (TPP)
 - Accessibility Consultant: Altura Solutions
 - AV, Acoustical, Lighting, IT & Security Specialist: ARUP
 - Mechanical, Electrical, Plumbing Specialist: Altieri (ASW)
 - Structural Engineering: Guy Nordenson & Associates (GNA)
 - Waterproofing Experts: Simpson Gumpertz & Heger (SGH)
 - Theatre Experts: Theatre Consultants Collaborative (TCC)
 - Geotechnical Engineering: Terracon Consulting Engineers
- Landscape Architect Team Lead: Michael Van Valkenburgh Associates, Inc. (MVVA)
 - Local Landscape Architect: dwg
 - Civil Engineer: Big Red Dog Engineering (BRD)
 - Structural Engineering: Architectural Engineers Collaboration (AEC)
 - Mechanical, Electrical and Plumbing Engineer: EEA Consulting Engineers (EEA)
 - Lighting Design: Tillett Lighting Design Associates (TLDA)
 - Geotechnical Engineering: Terracon Consulting Engineers
 - Accessibility Consultant: Altura Solutions
 - Soil Scientist: Olsson Associates
 - Irrigation Specialist: James Pole
 - Ecologist, Wetland Design: Lady Bird Johnson Wildflower Center (LBJWC)
 - Waterproofing Experts: Simpson Gumpertz & Heger (SGH)
 - Restroom Facility Architect: Michael Hsu Office of Architecture (MHOA)
 - Hydrologist: LimnoTech
- Performance Venue Commissioning: Shah Smith & Associates, Inc.

CONTRACTING METHOD (3.04 A.2 (ii))

Landscape Architecture Team Lead, MVVA (& their sub consultants) and Architecture Team Lead, TPP (& their sub consultants) are currently working under Master Services Agreements with the WCC. DPR Construction is currently working under a Construction Manager at Risk (CMAR) Contract with the WCC that was executed fall 2018. Shah Smith & Associates, Inc. for Performance Venue Commissioning is pending an executed proposal per Phase Plan approval.

SEE FOLLOWING PAGE

PROJECT BUDGET (3.04 A.4)

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

1. Construction Administration (TPP + MVVA):

MVVA Team + TPP Team fees and reimbursables:

Professional Service Fees (TPP):	\$1,339,165
Reimbursable Expenses (TPP):	\$168,575
Professional Service Fees (MVVA):	\$1,748,281
Reimbursable Expenses (MVVA):	\$163,992
Total Professional Service Fees _____	\$3,087,446
Total Reimbursable Expenses _____	\$332,567

2. Construction (DPR):

Cost of the Work:	\$45,482,005
Construction Contingency (2%):	\$877,981
General Conditions:	\$2,710,952
CMAR Fee:	\$2,065,872
Construction Allowances:	\$510,000
Total Guaranteed Maximum Price, GMP _____	\$51,646,810

3. Commissioning:

Performance Venue Commissioning _____	\$43,400
---------------------------------------	----------

4. Allowances, Contingencies + Cost Overrun:

TDLR* Allowance:	\$1,500
*Texas Department of Licensing and Regulation	
Inspection and Fees Allowance:	\$20,000
Signage Coordination Allowance:	\$100,000
Structural Engineering Allowance:	\$130,000
Materials Testing Allowance:	\$300,000
ROW Permit Allowance:	\$450,000
Utilities Allowance:	\$600,000
Total of Allowances _____	\$1,601,500
Change Order Contingency (7%) _____	\$3,615,277
Cost Overrun Reserve (2%) _____	\$1,032,936
<u>Grand Total for Waterloo Construction:</u>	\$61,359,936

The Grand Total will be split between The City of Austin (City) Parks and Recreation Department (PARD) and the WCC. PARD will contribute an amount not to exceed \$29,198,624 to fund the Parkland and Restroom Facility scope of this Phase Plan. WCC will contribute an amount not to exceed \$32,161,312 to fund the Performance Venue

scope of this Phase Plan. This distinction between Parkland and Performance Venue has persisted throughout the project and is reflected in this split of construction costs.

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

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

The Waterloo Construction Phase Plan is funded jointly through the WCC and the City of Austin. In accordance with existing agreements, City of Austin funds will be utilized to pay for Parkland areas only whereas WCC sources will be utilized to pay for the Performance Venue. A detailed breakdown of City of Austin funding sources can be found in the Waterloo Construction Phase Plan Funding Letter.

COST OVERRUN PLAN (3.04 A.5)

In accordance with the JDA, the identification of the source of funds for the Cost Overrun Reserve are required. The Proposing Party must seek approval from the Responding Party to utilize Cost Overrun funding. The request to use Cost Overrun funds does not require LGC approval unless additional funding is needed. For the Waterloo Construction Phase Plan, there is a Cost Overrun Reserve of 2% of the GMP. Additionally, there is a 2% Construction Contingency held by DPR calculated on the cost of work within the GMP and a 7% Owner Change Order Contingency calculated on the GMP held by WCC and the City owner team to address any changes or modifications in the construction project. WCC will communicate the use of the Owner Change Order Contingency to the City. PARD will contribute \$2,192,252 and WCC will contribute \$2,455,961 toward the Phase Plan Cost Overrun Reserve and Contingencies, not including the Construction Contingency which is covered as part of the total GMP fee.

COMPLIANCE WITH FOUNDATIONAL ARTICLES (3.04 A.6)

Section 3.03 B of the JDA outlines the right of the parties to mutually agree to modification of foundational articles with respect to any phase of any project. In accordance with this section, and with the intent of formally making these changes in a revised JDA currently under negotiation, the parties agree to modify the following articles:

1. In accordance with Section 3.04 A.4 of the JDA, the parties agree to modify the requirement that the full amount of the construction funding for the WCC portion of the Phase Plan construction be placed into the Project Disbursement Account before the commencement of this Phase Plan. This requirement is modified consistent with Council's approval to negotiate and execute a revised JDA. WCC will provide information to the City sufficient for the City to independently verify pledges and any other appropriated funding, such as cash on hand, for the construction budget. The City will verify that at least 70% of the total construction funding dedicated via pledges is available to properly fund construction as scheduled in the Phase Plan.

2. In accordance with Section 3.04 A.4 of the JDA, the parties agree to modify the requirement that 24 months of O&M funding be placed in the Project Disbursement Fund Account before construction authorization. At a date no later than the City's issuance of the certificate of occupancy for the Performance Venue, or the park opening, whichever is issued first, WCC shall provide evidence of funding (that can be independently verified by the City) for the estimated first year's operating costs at Waterloo Park as follows: (i) 6 months of funding deposited in the Project Disbursement Fund Account and (ii) 6 months of additional funding evidenced by pledges or similar instruments. Six months after the first rental of the Performance Venue, or the Park, WCC shall provide evidence of funding (that can be independently verified by the City) for the following year's operating costs at Waterloo Park as follows: (i) 6 months of funding for the purposes of and designated for operations and maintenance and, (ii) 6 months of additional funding evidenced by pledges or similar instruments.

THIRD PARTY AGREEMENTS (3.04 A.7)

Pursuant to the JDA between the City and WCC, any third-party agreements needed to execute the work in the phase plan are noted in the Phase Plan document. For the Waterloo Construction Phase Plan there will be one third party agreement detailed below.

1. Upon execution of the construction contract for Waterloo Park, WCC will be entering into a Production Services Agreement with a third party operator. This operator will provide booking, production, logistics, and market expertise towards operating a contemporary music program in Waterloo Park. They will be compensated by WCC for their services, with proceeds from the agreement going towards supporting the operations and maintenance of the Waller Creek Chain of Parks. In addition to the production services, the operator has agreed to make a significant contribution towards the construction of the Performance Venue (Moody Amphitheater) in Waterloo Park. The term of the agreement is 15 years and is subject to all applicable laws and conditions of the JDA, as such may be amended from time to time.

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

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

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

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

APPROVALS & PERMITS (3.04 A.10)

The 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. Site Development and Building Permit coordination and acquisition for Waterloo was done under *Addendums One and Two* to the *Waterloo Park Construction Documents and Permitting Phase Plan*. The official Notice to Proceed (N.T.P.) for Waterloo Construction work is contingent on the Site Development Permit (SPC-2017-0322C), which was obtained on December 11, 2018, see **Exhibit I, Waterloo Park Plan Permit**. Building Permits are anticipated in mid-January 2019.

Any minor site permit corrections that result from the construction work proposed in the Phase Plan will be coordinated and addressed by the Design Team.

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

The City and the WCC share responsibility for the operations and maintenance of Waterloo Park and must coordinate on these activities both during construction and upon completion of the project. In order to ensure effective management and communication, the parties have outlined policies and procedures that govern these activities. This agreement is outlined in **Exhibit J, Operations & Management Agreement for Waterloo Park**.

ADJACENT PROPERTY ACQUISITION (3.04 A.12)

The Phase Plan project boundary is located in existing parkland owned by PARD. Coordination and acquisition of Waterloo was done under *Addendums One and Two* of the *Waterloo Park Construction Documents and Permitting Phase Plan*. No property acquisitions are intended as part of the Waterloo Construction Phase Plan.

INSURANCE & BONDING (3.04 A.14)

Insurance and Bonding information can be found in **Exhibit K, Insurance Certificates**. DPR will be providing bonding insurance for the construction, as required by the CMAR agreement.

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

The WCC, as the operator of the completed project, will take responsibility for the programming of Waterloo Park upon completion. Programs will be established in accordance with the WCC's mission and feedback from the community. Special attention will be given to programs that address issues of equity and inclusion of marginalized groups within the Austin community. In addition to many free programs, spaces will be rented from time-to-time by the WCC. Prior to the park opening, the WCC will set a rate schedule for periodic rental of park spaces. These rates will be established through an analysis of existing comparable spaces in the region and will be updated on a regular basis.

The WCC will work with PARD and other City departments to allow City sponsored events in Waterloo Park that align with the mission of both the City and the WCC. The City will not be charged the applicable rental fees for this use. WCC will set aside a certain number of days for the free use by the City for public functions and City sponsored events, pursuant to Section 2.3(g) of the Master O&M Agreement.

MAINTENANCE OF DISTRICT ROW (3.04 A.17)

Maintenance of the ROW is the role of the City of Austin, as noted in the JDA Article 4, Section 4.03 and 6.03, unless otherwise agreed upon through a license agreement between the parties. Improvements along Trinity Street will be maintained through a license agreement secured as required by the permitting process.

UTILITIES (3.04 A.18)

Utilities in Waterloo Park will be billed to the WCC. Any charges assigned to vendors or other third party operators within the park will be handled administratively by the WCC.

REVENUE SOURCES & FEES (3.04 A.20)

In order to maintain and operate the park at the highest level, the WCC will utilize opportunities within the park to generate revenue. These opportunities include, but are not limited to, ticketed special events, fundraisers, park area rentals, and concession opportunities. Rates will be established based on the market and timing/frequency of these opportunities and will be balanced with the core mission of serving the community by creating parks for all. Programming plans will be presented annually to and reviewed by the Waller Creek LGC. Revenue opportunities will comply with the JDA and all applicable law.

COMMERCIAL DESIGN STANDARDS (3.04 A.21)

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

LICENSE AGREEMENTS (3.04 A.22)

License agreements will be secured as required by the permitting process. A Memo of Understanding (MOU) for the License Agreement and Declaration of Encroachment Agreement was reviewed and approved. A Memo of Understanding (MOU) and Declaration of Encroachment Agreement must be recorded prior to issuance of the Building Permit by the City of Austin. These documents relate to ROW improvements being constructed along the east side of Trinity Street including street trees, benches, and other street furniture. Additionally, the canopy of the Performance Venue will extend over the right-of-way, welcoming visitors into the park and creating a beautiful architectural moment along Trinity Street.

NAMING RIGHTS (3.04 A.23)

The WCC has identified recognition opportunities in the Park for significant donors. These opportunities include various architectural features and park spaces of distinction. For example, the lead gift for Waterloo Park was a donation from the Moody Foundation who will be recognized in the naming of the amphitheater. Other naming rights will be

established in accordance with the JDA and Foundational articles.

CHANGE OF OWNERSHIP (3.04 A.24)

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

CAPITAL NEEDS TIMING (3.04 A.25)

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

PAYMENTS (3.04 A.26)

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

PUBLIC ACCESSIBILITY (3.04 A.27)

The design of Waterloo Parkland and Performance Venue meets the requirements of Texas Accessibility Standards (TAS) and City of Austin Code. This Phase Plan includes the scope of work by Altura Solutions, the accessibility consultant to ensure the project follows applicable accessibility rules and standards.

TIMING OF TRANSFERS (3.04 A.28)

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

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

A core element of the approved Project Plan calls for conserving and maintaining natural space. This will be a guiding principal for all work on the Chain of Parks including Waterloo. The Waterloo Construction Phase Plan improves upon green space in the Waller Creek District through the creation of nearly 11 acres of new and restored park spaces, the planting of over 400 trees and thousands of plants, and the creation of nature-based play areas and landscapes.

A goal of the design team has been to maintain flexibility with respect to City owned land.

ALCOHOL USE IN THE PARK (3.04 A.31)

Waterloo Park will have controlled areas of permitted alcohol use. The right to do so will be provided through the administrative authority of the Parks Director at such a time as is appropriate.

EXHIBIT A: PROJECT DESIGN MATERIALS



Waterloo Park will provide a myriad of unique park spaces including, playscapes, elevated walks, gardens, open lawns, trails, and an amphitheater for the performing arts (Performance Venue). Exhibit A includes renderings of the Design Materials Associated with Waterloo Construction Phase Plan for the Parkland and Performance Venue. This Phase Plan realizes the drawings and specifications for Waller Creek Waterloo Park Part One: Parkland, Waterloo Restroom Facility and Waterloo Park Performance Venue.

Waterloo Park

*Project Area Diagram, Limit of Work (L.O.W.) located in Exhibit B



① Playscape



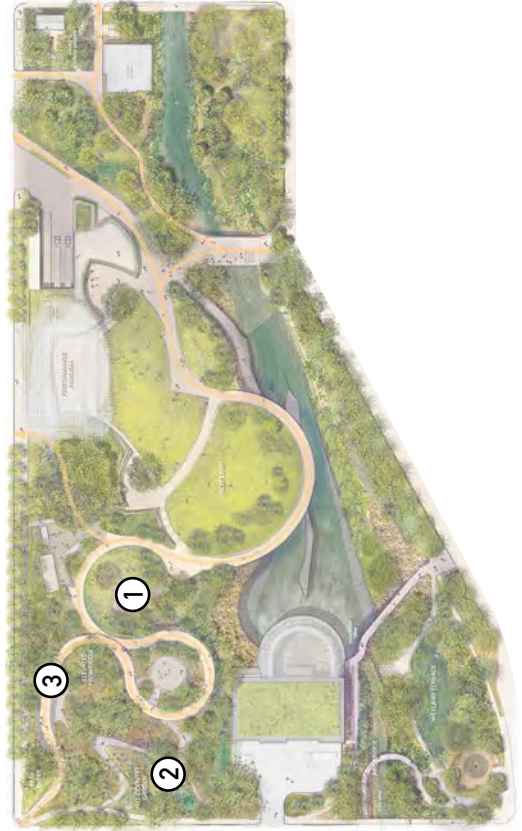
② Hill Country Garden



③ Elevated Promenade



Key



⑤ Restroom Facility



Key



④ Great Lawn



⑥ Wetland Terrace



⑦ Performance Venue - from the great lawn



⑦ Performance Venue - aerial view



⑦ Performance Venue - plan view



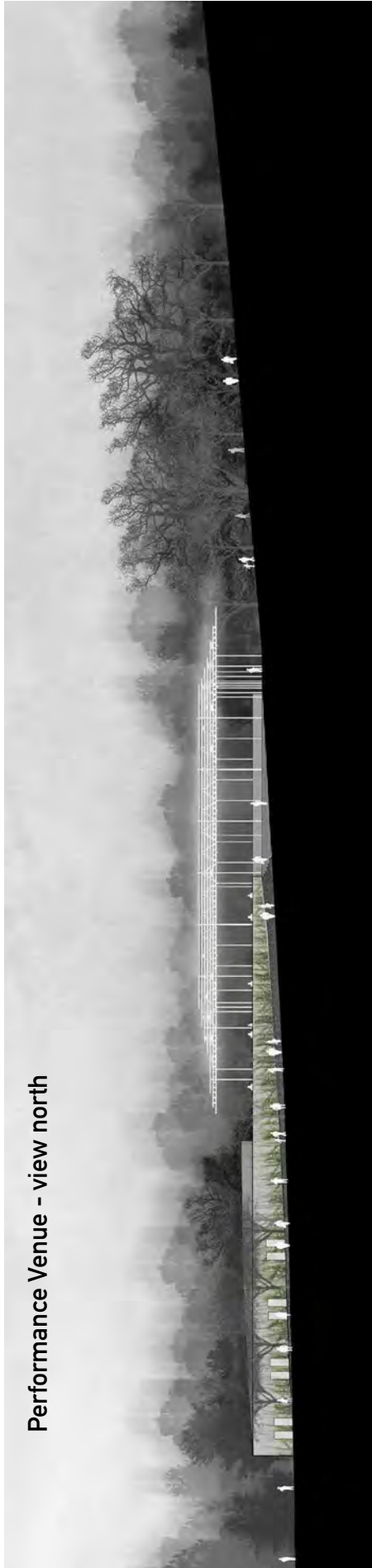
Key



Performance Venue - view west



Performance Venue - view north



Performance Venue + Great Lawn - view south

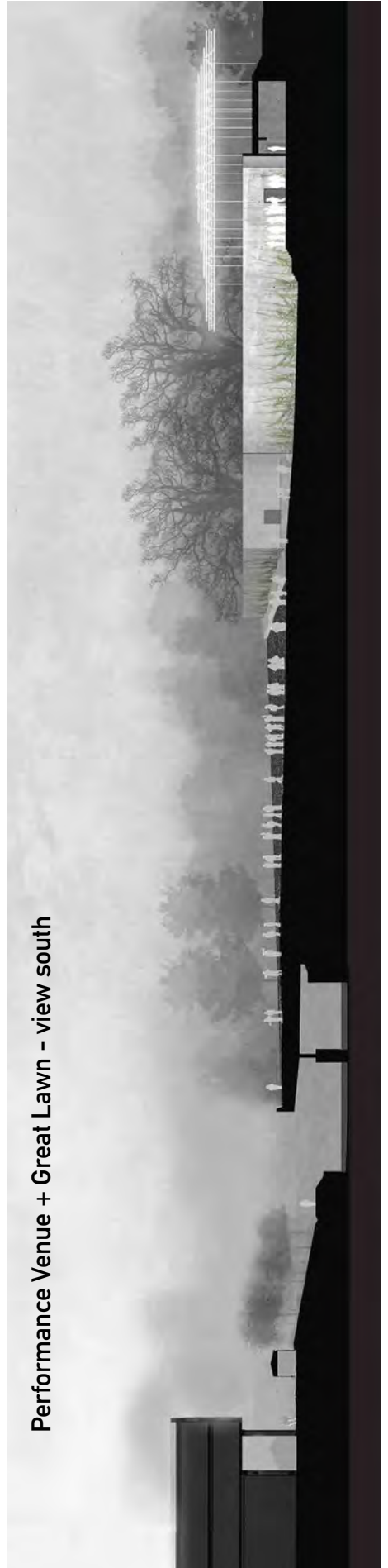
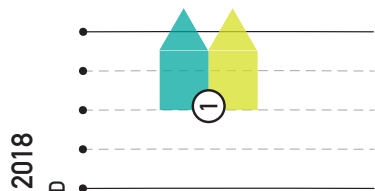


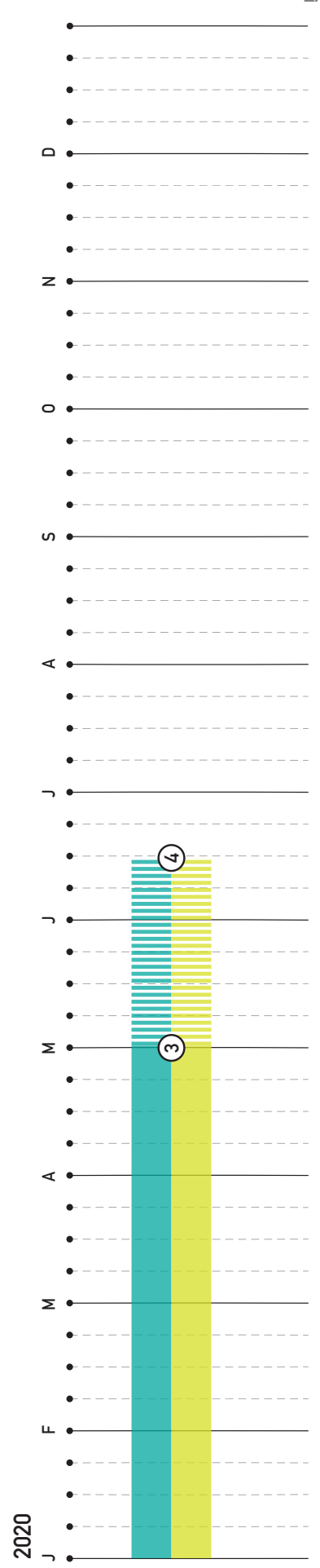
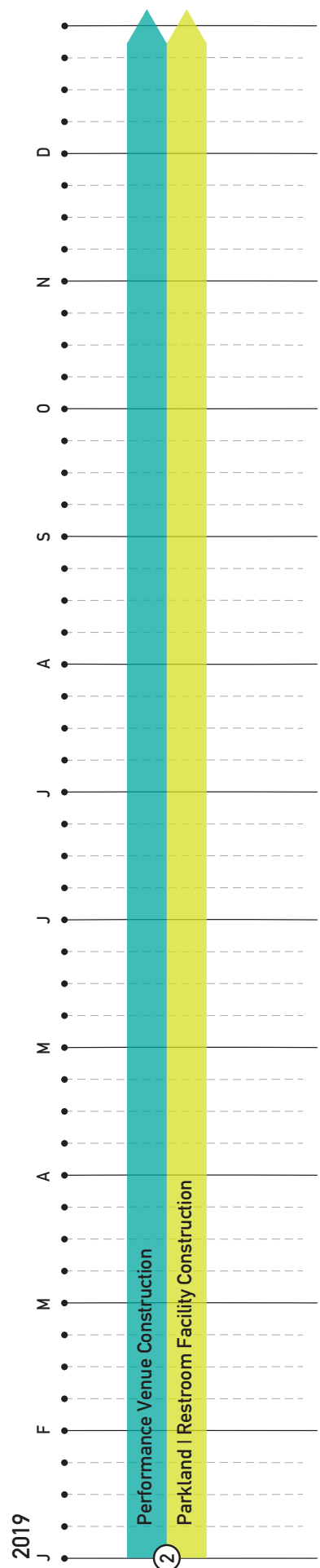
EXHIBIT B: PROJECT AREA DIAGRAM



EXHIBIT C: PROJECT SCHEDULE



- ① Notice to Proceed - Start
- ② Concurrent Construction - Parkland + Performance Venue
- ③ Substantial Completion
- ④ Final Completion



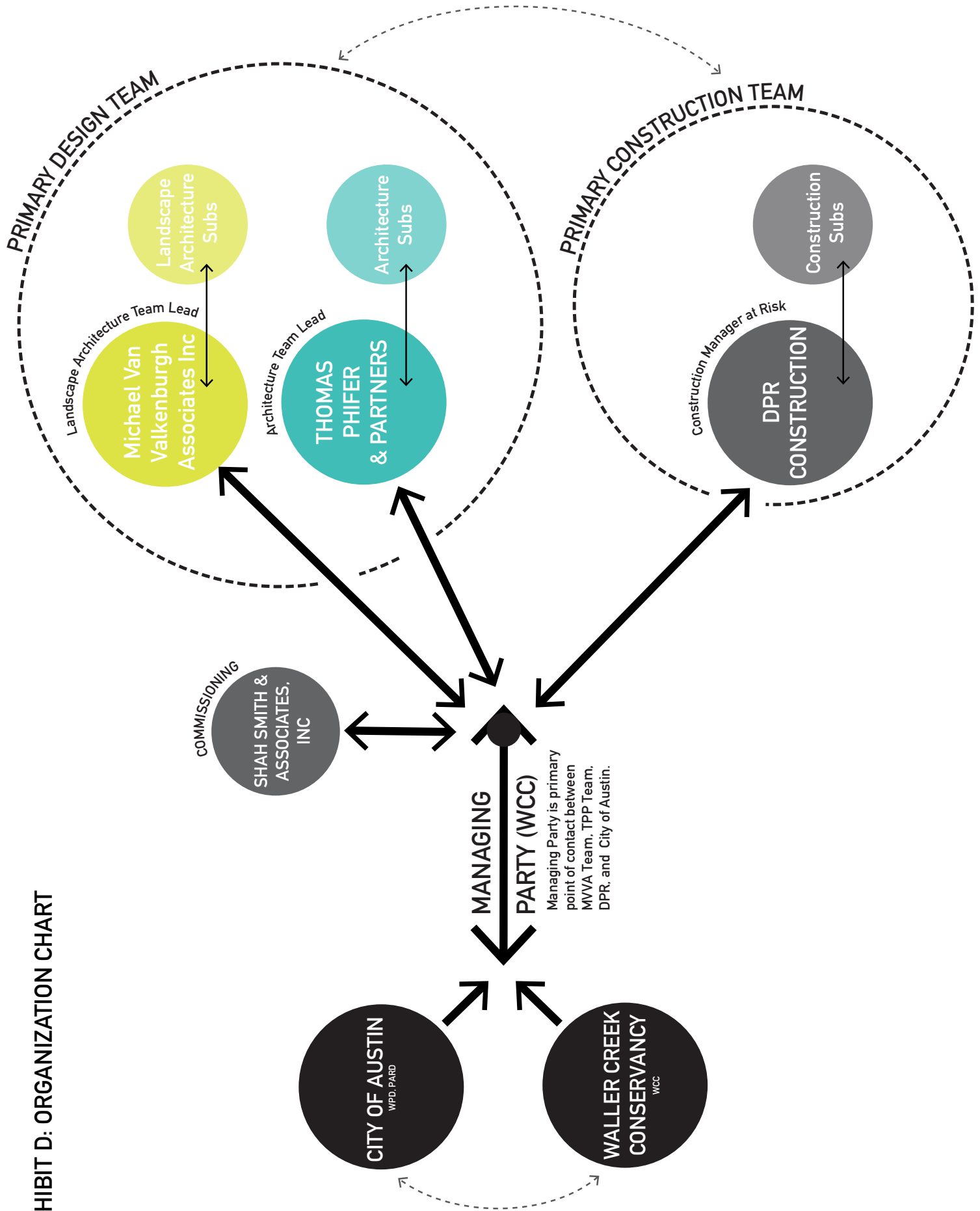


EXHIBIT D: ORGANIZATION CHART

Title: Waterloo Construction PP (or “Project or Construction Phase Plan”)

Location: Waterloo Park –

Between 12th-15th Street south to north, and Red River-Trinity Street east to west along Waller Creek
(see Exhibit B, Project Area Diagram)

WATERLOO CONSTRUCTION

This Plan encompasses the Construction Phase of the Parkland and Performance Venue at Waterloo Park (between 12th and 15th Streets) as shown in **Exhibit B, Project Area Diagram**. The DPR Construction team will coordinate as needed with the Parkland design team, led by Michael Van Valkenburgh Associates (MVVA) and with the Performance Venue design team, led by Thomas Phifer and Partners (TPP). This coordination will make sure that Parkland and Performance Venue meet the design standards set forth by the Design Team.

CONSTRUCTION ADMINISTRATION (MVVA + TPP)

Waterloo Construction will last 17 months total and will require ongoing coordination with the owner (WCC & City), landscape architecture team lead (MVVA), architecture team lead (TPP), and construction manager at risk (DPR) and associated contractors. This process assures the best quality control of the design elements and allows the team to be efficient and responsive. During the construction of Waterloo, the MVVA and TPP teams will provide construction administration services for the Parkland and Performance Venue at Waterloo, including, but not limited to:

- Participating in weekly coordination meetings led by DPR Construction
- Reviewing and responding to RFI’s associated with the Project
- Reviewing and responding to shop drawings from contractors
- Performing site visits and reviews during critical construction moments – including but not limited to mock-ups, material quality control and acquisition, testing, education meetings, and any other critical items outlined in the Specifications
- Develop and report Architecture Supplemental Instructions (ASI) and Landscape Architecture Supplemental Instructions (LASI)
- Reviewing change orders or substitution requests
- Coordinating site development and building permit corrections as they arise*
- Project Closeout:
 - Reviewing all payment applications submitted by the contractor and evaluating the level of completion for each item
 - Performing a punch list review prior to issuing letter of substantial completion
 - Submit as-built drawing set from Construction Manager (DPR)
 - Participate in O&M warranty reviews
 - Participate in the final inspections
 -

*Note that major design changes, or major unforeseen existing condition conflicts will require a revision to the Site Development Permit. Scope related to a site development permit revision is not included in this Phase Plan.

CONSTRUCTION EXECUTION PLAN

December 2018 – June 2020, as depicted in **Exhibit C, Project Schedule**

This Plan encompasses the Construction Phase of the Parkland and Performance Venue at Waterloo Park (between 12th and 15th Streets) as shown in **Exhibit B, Project Area Diagram**. This Plan utilizes the construction management expertise of DPR Construction (DPR), the firm selected for Construction Manager at Risk services for this Project, as well as construction administration performed by the Michael Van Valkenburgh Associates (MVVA) led design team and Thomas Phifer and Partners (TPP) led design team. The MVVA and TPP design teams will coordinate as needed with DPR CMAR for the project.

CONSTRUCTION NARRATIVE (DPR)

- 1) **Site Access:** DPR plans to access the construction site by three main entrance points illustrated in **Exhibit B, Project Area Diagram**. The main access points are on Trinity Street. There will be an access point on 12th Street at the south east corner of the Project and a temporary access point off of Red River Street.
- 2) **Procurement & Technology Coordination:** Procurement of materials including buyout, shop drawing reviews and approvals, and product mock-ups will occur early in the schedule to secure premium cost and quality products. In addition, the coordination and alignment of technology between the Design Team and Construction team will occur the first few months after the Notice to Proceed for Waterloo Construction. This includes digital modeling, development of a coordination model, development of coordination drawings, and drawing reviews and approvals.
- 3) **Overall Site Preparation:** Overall site preparation will start with mobilization of the team including establishment of the site office, temporary fencing, and temporary utilities. Site clearing and earthwork will then commence after the protection of existing features to remain, such as trees and vegetation protection zones. Grading will include soil balancing across the site. After rough grading is complete, proposed site utilities will be dug and installed. The overall site preparation elements include:
 - a. Mobilization
 - b. Site Clearing & Earthwork
 - c. Site Utilities
- 4) **Performance Venue Construction:** Construction will begin on the Performance Venue immediately following the overall site preparation and the relocation of trees in the venue area. The Performance Venue construction will run concurrently with the Restroom Facility and the Parkland construction. The sequence of progression through the Parkland work is detailed below.

- 5) **Parkland – Landscape & Hardscape:** Running concurrently with the Performance Venue, DPR will begin work on the southwest portion of the Parkland. Construction will then flow in a clockwise manner to the southeast corner of the Parkland; then past the Performance Venue to the northern section of the park finishing out Parkland work around the Performance Venue. The Restroom Facility will be constructed later in the schedule running concurrently with the northern section of the Parkland work.

The Performance Venue lawn and other plantings will follow the specified planting windows as shown in the contract documents.

The Parkland work in this Phase Plan does not include streambank work in the northeast corner and eastern edge of the property labeled as Sector 9 and as depicted in **Exhibit B, Project Area Diagram**. This construction work will be addressed as an Addendum to this current Phase Plan or as a separate Phase Plan.

- 6) **Inspections & Project Closeout:** At substantial completion (**Exhibit C, Project Schedule**) a site and building punch list will be developed and any corrections will be made by DPR. Final inspections will occur with key stakeholders before Project close out.

Project Management & Meetings

DPR will provide lead construction project management and be the primary point of contact for the Construction Team. This will include coordination among subcontractors via weekly team meetings and with the City/WCC. In addition, DPR will conduct the specified Pre-Construction conference with the Project stakeholders as a milestone alignment meeting. Additional milestone alignment meetings will be conducted as needed. DPR also will conduct pull planning meetings with the trade partners as needed.

City and WCC may participate in weekly on-site meetings.

WATERLOO CONSTRUCTION PHASE PLAN		
	Fees	Reimb
1. Construction Administration (TPP + MVVA)		
TPP Architecture Team	\$1,339,165	\$168,575
MVVA Landscape Architecture Team	\$1,748,281	\$163,992
Construction Administration Total	\$3,087,446	\$332,567
2. Construction (DPR)		
Cost of Work	\$45,482,005	
Construction Contingency (2%)	\$877,981	
General Conditions	\$2,710,952	
CMAR Fee	\$2,065,872	
Construction Allowances	\$510,000	
Guaranteed Maximum Price (GMP) Total	\$51,646,810	--
3. Commissioning		
Performance Venue Commissioning	\$43,400	--
4. Allowances, Contingencies + Cost Overrun		
Texas Department of Licensing and Regulation Allowance	\$1,500	
Inspection and Fees Allowance	\$20,000	
Signage Coordination Allowance	\$100,000	--
Structural Engineering Allowance	\$130,000	
Materials Testing Allowance	\$300,000	
ROW Permit Allowance	\$450,000	
Utilities Allowance	\$600,000	
Allowances Total	\$1,601,500	
Change Order Contingency (7%)	\$3,615,277	--
Cost Overrun Reserve (2%)	\$1,032,936	--
SUMMARY		
1. Construction Administration	\$3,420,013	--
2. Construction	\$51,646,810	--
3. Commissioning	\$43,400	--
4. Allowances, Contingencies + Cost Overrun	\$6,249,713	--
TOTAL	\$61,359,936	--

WATERLOO CONSTRUCTION PHASE PLAN		
		Total Fees*
		\$55,110,223
Month	Activity	Fees
1	Construction	\$2,439,116
2	Construction	\$3,417,613
3	Construction	\$4,433,599
4	Construction	\$5,959,797
5	Construction	\$5,691,935
6	Construction	\$5,359,686
7	Construction	\$3,941,670
8	Construction	\$4,624,341
9	Construction	\$3,941,670
10	Construction	\$3,837,934
11	Construction	\$2,078,299
12	Construction	\$1,243,639
13	Construction	\$1,108,431
14	Construction	\$3,134,785
15	Construction	\$1,708,431
16	Construction	\$1,458,431
17	Construction	\$730,846
TOTAL		\$55,110,223
*Excludes Allowances, Contingencies and Cost Overrun Reserve		
Projections will fluctuate in response to adjustments in work flow		

EXHIBIT "G"

M/WBE REQUIREMENTS

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

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

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

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

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

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

Waller Creek Project
Approved Consultant List

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



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

Application Date: 08/21/2017

Site Plan Expiration Date: 12/11/2021

Permit No.: SPC-2017-0322C

Project Name: Waterloo Neighborhood Park

Address or Location Description: 500 12TH ST

Watershed: Waller Creek

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

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

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

Address: 2021 E 5TH STREET AUSTIN TX 78702

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

PERMIT IS HEREBY ISSUED FOR:

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

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

CONDITIONS OF PERMIT

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

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

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

[Signature]
 Signature of Applicant

For

Owner

COA

Date

12/11/18

[Signature]

Permit Approved by City of Austin

12/11/18

Date

**OPERATING AND MANAGEMENT AGREEMENT
FOR WATERLOO PARK**

BY AND AMONG

CITY OF AUSTIN, TEXAS

AND

WALLER CREEK CONSERVANCY

_____, 2018

OPERATING AND MANAGEMENT AGREEMENT FOR WATERLOO PARK

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

RECITALS:

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

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

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

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

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

AGREEMENT

ARTICLE I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

Section 1.2 Points of Contact

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

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

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

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

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

ARTICLE II. WATERLOO PARK OPERATIONS & MAINTENANCE COORDINATION DURING CONSTRUCTION

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

Section 2.1 Responsibilities of WCC

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

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

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

Section 2.2 Responsibilities of WPD

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

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

ARTICLE III. OVERVIEW OF THE PARK POST-CONSTRUCTION

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

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

ARTICLE IV. WATERLOO PARK OPERATIONS & MAINTENANCE RESPONSIBILITIES

Section 4.1 Responsibilities of WCC.

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

Section 4.2 Responsibilities of WPD

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

Section 4.3 Coordination of Use of the WCC Area

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

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

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

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

Section 4.4 Coordination of Use of the WPD Area

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

Section 4.5 Coordination for Use of Shared Waterloo Park Areas

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

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

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

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

Section 4.6 Special, Recurring Operations and Maintenance Tasks

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

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

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

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

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

ARTICLE V. TERM OF AGREEMENT

Section 5.1 Initial Term.

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

Section 5.2 Renewals

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

ARTICLE VI. LIABILITY

Section 6.1 Indemnification.

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

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

ARTICLE VII. DEFAULTS AND REMEDIES

Section 7.1 Defaults and Remedies.

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

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

ARTICLE VIII. NOTICES

Section 8.1 Delivery of Notice.

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

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

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

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

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

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

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

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

Conservancy:

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

With copies to:

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

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

ARTICLE IX. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WCC:

WALLER CREEK CONSERVANCY

By_____

Name:_____

Title:_____

Date:_____

CITY:

CITY OF AUSTIN, TEXAS

By_____

Name:_____

Title:_____

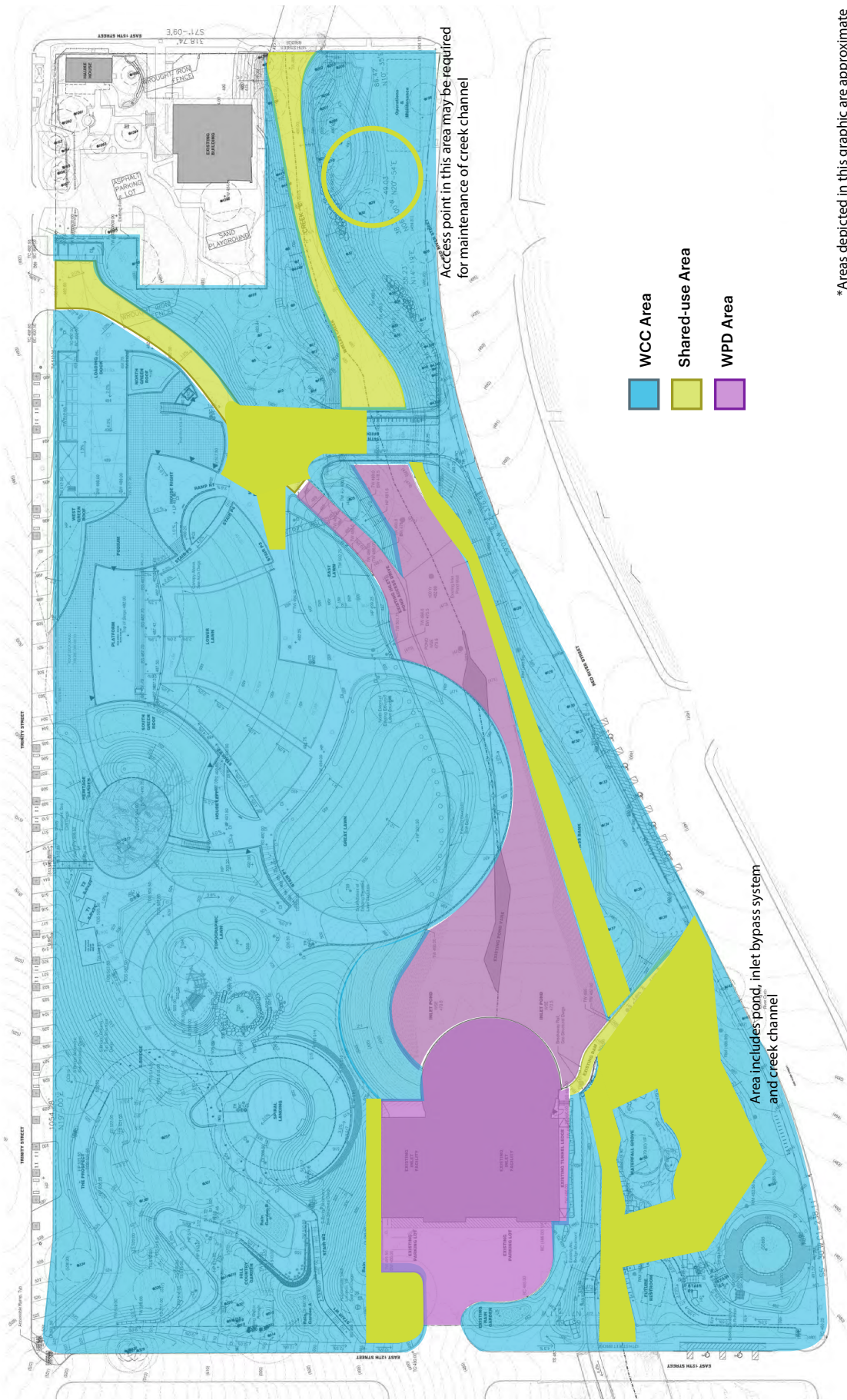
Date:_____

ATTEST:

City Clerk

EXHIBIT “A”
WATERLOO PARK MAP

WATERLOO PARKLAND
O&M Use Areas



*Areas depicted in this graphic are approximate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2018

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 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 Prosurance Brokerage Associates Inc. 420 Lexington Avenue Suite 2700 New York NY 10170		CONTACT NAME: John Fitzpatrick PHONE (A/C, No. Ext): (212) 693-1550 FAX (A/C, No): (212) 406-0924 E-MAIL ADDRESS: Jfitzpatrick@Proredinsure.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Transportation Insurance Company	20494
		INSURER B: Continental Casualty	20443
		INSURER C: RLI Insurance Company	13056
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: MASTER COI** **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			1080405182	1/16/2018	1/16/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							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"/> PRO-JECT <input type="checkbox"/> LOC						\$
	OTHER:						\$
A	AUTOMOBILE LIABILITY			1080405182	1/16/2018	1/16/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			2094134385	1/16/2018	1/16/2019	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC1-80405196	1/16/2018	1/16/2019	<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
C	DESIGN PROFESSIONAL LIABILITY INSURANCE			RDP0030562	10/18/2018	10/18/2019	\$5,000,000 Per Claim \$ \$50,000 Per
							\$5,000,000 Annual Aggregate Claim Ded.

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

CERTIFICATE HOLDER Evidence of Coverage	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 RSC Ins. Brokerage/D <i>RSC Insurance Brokerage Inc.</i>
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

INS025 (201401)



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	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		6809H708658	05/01/2018	05/01/2019	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
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		BA4372L203	05/01/2018	05/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		CUP5D158369	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB4K673919	05/01/2018	05/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$
							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	05/01/2018	05/01/2019	Per Claim \$ 5,000,000
D				031711009	05/01/2018	05/01/2019	Aggregate \$ 5,000,000

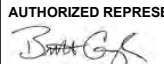
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All Coverages are in accordance with the policy terms and conditions.

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> 
---	--

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
12/14/2018

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

COVERAGES

CERTIFICATE NUMBER: W9429945

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						EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
				GL6412150	03/01/2017	03/01/2022	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 25,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 25,000,000
	DED RETENTION \$			0310-2093	06/01/2016	03/01/2022	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<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	Excess Liability			1000022918	06/01/2016	03/01/2022	Limit: \$25,000,000

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

This Voids and Replaces Previously Issued Certificate Dated 12/12/2018 WITH ID: W9419129.

Project: Waterloo Park and Amphitheater.

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

CERTIFICATE HOLDER

CANCELLATION

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

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 17249866

BATCH: 990322

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

contract.

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

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

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

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

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

POLICY NUMBER: GL 641-2150

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

POLICY NUMBER: GL 641-2150

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

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

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

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

ENDORSEMENT

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

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

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

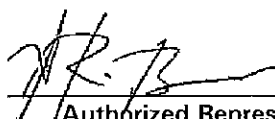
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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



Authorized Representative or
Countersignature (in States Where
Applicable)

POLICY NUMBER: GL 641-21-50

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO

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

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

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

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

Issued to DPR CONSTRUCTION, A GENERAL PARTNERSHIP

By ILLINOIS NATIONAL INSURANCE CO.

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(X) Blanket Waiver

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

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


3. Premium:

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

4. Advance Premium:

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

Countersigned by _____



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

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

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

This policy is amended as follows:

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

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

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

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

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

The following Definitions apply to this endorsement:

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

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

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

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

forms a part of

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

By: ILLINOIS NATIONAL INSURANCE CO.

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

This policy is amended as follows:

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

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

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

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

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

The following definitions apply to this endorsement:

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

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

AUTHORIZED REPRESENTATIVE

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



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 12/14/2018

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 Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED DPR Construction, A General Partnership 9606 N. Mopac Expressway Austin, TX 78759	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Liberty Insurance Corporation</td> <td style="text-align: center;">42404</td> </tr> <tr> <td>INSURER B: Great American E & S Insurance Company</td> <td style="text-align: center;">37532</td> </tr> <tr> <td>INSURER C: Indian Harbor Insurance Company</td> <td style="text-align: center;">36940</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Insurance Corporation	42404	INSURER B: Great American E & S Insurance Company	37532	INSURER C: Indian Harbor Insurance Company	36940	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Liberty Insurance Corporation	42404														
INSURER B: Great American E & S Insurance Company	37532														
INSURER C: Indian Harbor Insurance Company	36940														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** W9429946**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
	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 \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS7-661-066943-018	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Contractor's Pollution Liability (w/ Mold)			CSE 1827545 05	09/01/2018	09/01/2019	Each Pollution Condition./Aggregate \$5,000,000

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

This Voids and Replaces Previously Issued Certificate Dated 12/12/2018 WITH ID: W9348899.

SEE ATTACHED

CERTIFICATE HOLDER

Waller Creek Conservancy P.O. 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
--	--

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 17249866

BATCH: 990322

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Project: Waterloo Park and Amphitheater.

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

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

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

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company

NAIC#: 36940

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

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

ADDITIONAL REMARKS:

Annual Reinstatements of Limits apply to Professional Liability.

POLICY NUMBER: AS7-661-066943-018

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured: DPR Construction, A General Partnership

Endorsement Effective Date: 09/01/2018

SCHEDULE

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

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

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

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

Schedule

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

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

Regarding Designated Contract or Project:

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

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

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

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

POLICY NUMBER: AS7-661-066943-018

COMMERCIAL AUTO
CA 04 44 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

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

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

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

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

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

All other terms and conditions of this policy remain unchanged.