

Waller Creek District

**Palm Park Overhead Utility Reroute Construction
Phase Plan**

Proposing Party: Waterloo Greenway

**waterloo
greenway**

October 14th, 2020

waterloo greenway

October 14, 2020

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

RE: Waller Creek District:
Palm Park Overhead Utility Reroute Construction Phase Plan

Dear Melba:

Enclosed herewith you will find the Palm Park Overhead Utility Reroute Construction Phase Plan including utility reroute work in Palm Park, Sabine St. and 3rd St. This Phase Plan builds on Palm Park Overhead Utility Reroute Construction Documents and Bidding Phase Plan, and will cover the construction of these improvements. This work will provide for future power service to Palm Park and move intrusive overhead lines underground. These efforts will enable the construction of the creek, trail and park improvements that will happen in subsequent Phase Plans.

The Palm Park Overhead Utility Reroute Construction Phase Plan includes the construction and construction administration for rerouting overhead utilities in Palm Park, along 3rd Street, and in the Sabine St. right of way south of the Park. Please see Exhibit A for the Project Area Diagram.

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

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

Sincerely,

Peter Mullan
Chief Executive Officer
Waterloo Greenway Conservancy
Proposing Party

Date





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

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

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

Ms. Lisa Storer
Project Manager
Parks and Recreation Department, City of Austin
Responding Party/City Representative



PHASE PLAN PROPOSAL CHECKLIST

Waller Creek District

Palm Park Overhead Utility Reroute Construction Phase Plan

PAGE #	JDA SECTION*	TOPIC	DESCRIPTION	EXHIBITS
	3.03 B.	Responding Party Review		
		Cover Letter		
		Front Cover		
		Table of Contents		
		Check List		
1	3.04 A.1	General	Exec Summary - general outline of the project	
3			Schedule with milestones & projected completion	Exhibit B
			Implementation plan	Exhibit D
3, 7	3.04 A.2 (i)	Identify Team	List all professionals and their discipline	Exhibit C
4	3.04 A.2 (ii)	Construction Delivery Method	Proposed Construction Delivery Method	
2	3.04 A.2 (iii)	Designate the Reviewer of Construction Schedule	Project Director or Managing Party	
	3.04 A.2 (iv)	Design Material	Prelim site plans, architectural plans, elevations, other design materials	Supplemental Materials
8	3.04 A.3	Project Map	Map of District showing Limits of Phase Plan Area	Exhibit A
4, 15	3.04 A.4	Project Budget	All Phase Plan costs including allowances and contingencies	Exhibit E
5		Including:	List of funding sources	
5			List where funds are to be held	
5			List constraints on use of funds	
7			Post construction budget - capital repairs, operating and maintenance budgets	
5	3.04 A.5	Cost Overrun Plan	Identify how any cost overruns will be funded	
5, 6	3.04 A.6	Compliance with Foundational Articles	If the proposed project does not comply with the terms of the JDA, the proposed modification to the JDA is provided here	
6	3.04 A.7	Third Party Agreements	Outline any third-party agreements that will need to be obtained	
6	3.04 A.8	Procurement Process Requirements	If funded in part by the City, comply with City Code and other applicable law	
			Local Government Code Sections 252 and 271	
			Texas Transportation Code Chapter 432	
6	3.04 A.9	MWBE Participation	If funded in part by the City, outline plan	Supplemental Materials
6	3.04 A.10	Public Improvement Projects/Approvals and Permits	Identify responsibilities for obtaining approvals from Government Authorities for design and construction	
7	3.04 A.11	Operations & Maintenance	Plan for obtaining approvals/permits and for paying for operations and maintenance	

PHASE PLAN PROPOSAL CHECKLIST

PAGE #	JDA SECTION*	TOPIC	DESCRIPTION	EXHIBITS
7	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	
7, 21	3.04 A.14	Insurance and Bonding	Provision of insurance and bonding in Article 9	Exhibit I
7	3.04 A.15	Use by City	Identify terms for use by the City	
7	3.04 A.16	Activities and Rates	Identify activities by groups	
7	3.04 A.17	Maintenance in ROW's	Identify of maintenance of District ROW's	
8	3.04 A.18	Utilities	Identify how utilities will be provided, cost of services, metering etc	
7	3.04 A.19	Operations and Maintenance	Identify operations and maintenance standards	
8	3.04 A.20	Revenue Source and Fees	Create a pro forma re fees, licensing to cover Operation Expenses	
8	3.04 A.21	Commercial Design Standards	Identify if Comm Design Stds apply or waived	
8	3.04 A.22	License Agreements	Identify if License Agreements apply	
8	3.04 A.23	Naming Rights	Identify any license agreements necessary for naming rights	
8	3.04 A.24	Change in Ownership	Identify if there is a proposed change in ownership of a Public District Site	
8, 16	3.04 A.25	Capital Needs Timing	Identify the capital needs timing for City Planning purposes	Exhibit F
8	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	
8	3.04 A.27	Public Accessibility	Identify public accessibility and provisions thereof	
9	3.04 A.28	Timing of transfers	Identify timing of transfers of improvements and land	
9	3.04 A.29	Maintain natural space	Identify the ways projects will be designed to maintain natural space	
9	3.04 A.30	Maintain flexibility of City owned properties	Identify how the flexibility of City Owned properties will be maintained	
9	3.04 A.31	Issues related to alcohol use	Identify any desired exemptions of City Code or park rules	
N/A	3.04 A.32	Other Relevant Info		

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

Waller Creek District

Palm Park Overhead Utility Reroute 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 AREA DIAGRAM	PAGE 10
EXHIBIT B: PROJECT SCHEDULE	PAGE 11
EXHIBIT C: ORGANIZATION CHART	PAGE 12
EXHIBIT D: IMPLEMENTATION PLAN	PAGE 13
EXHIBIT E: PROJECT BUDGET	PAGE 15
EXHIBIT F: CAPITAL NEEDS PROJECTION	PAGE 16
EXHIBIT G: JDA PROCUREMENT REQUIREMENTS	PAGE 17
EXHIBIT H: SITE DEVELOPMENT PERMIT	PAGE 20
EXHIBIT I: INSURANCE CERTIFICATES	PAGE 21
SUPPORTING SUPPLEMENTAL DOCUMENTATION	Separate document

Palm Park Overhead Utility Reroute Construction Phase Plan

PROJECT IDENTIFICATION:

Title: Palm Park Overhead Utility Reroute Construction Phase Plan

Location: Between Cesar Chavez St. and 3rd St. in the Sabine St. right of way, Palm Park, and the 3rd St. right of way

Date: October 4th, 2020

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”).

Effective August 14, 2019, the non-profit corporation formerly known as Waller Creek Conservancy (“WCC”) became known as Waterloo Greenway Conservancy and all references in this Phase Plan to Waller Creek Conservancy from and after that date shall mean Waterloo Greenway Conservancy (“WGC”).

EXECUTIVE SUMMARY (3.04 A.1)

Waterloo Greenway includes a one-and-a-half mile urban, riparian ecosystem that meanders southward from Waterloo Park at 15th Street along the eastern edge of downtown Austin ending at Lady Bird Lake. Once complete, Waterloo Greenway will total 35 acres of connected urban green space and will feature four distinct beautifully designed park spaces, pedestrian and bicycle paths, a revitalized creek, and other urban amenities – a place where the environment, culture, health, adventure, and diversity converge. The revitalized Waller Creek will renew the natural environment, foster the creative arts, and nourish authentic and uplifting experiences that reflect Austin’s diversity and dynamic spirit.

The Palm Park Utility Reroute Construction is an early scope of work that will enable critical future park development and amenities. The project area can be seen in **Exhibit A, Project Area Diagram**. There are three main goals for this scope. First, this work will provide long-term power underground in the future redeveloped Palm Park. Second, this scope of work supports the future vision by moving overhead utility lines and moves them underground. Doing so allows for the Creek Delta project to proceed into construction in 2021. The location of the current aerial lines would present conflicts with construction access to the creek channel as well as trail improvements proposed for the 2nd to 3rd

St. area of the Creek Delta project. Finally, this scope of work aligns with the district-wide goal for the Waterloo Greenway of relocating all utilities underground wherever possible.

This Phase Plan builds upon the design work completed in the Palm Park Schematic Design Phase Plan, the Creek Mouth Schematic Design and Creek Mouth Design Development Phase Plans, and The Palm Park | Creek Delta Overhead Utility Reroute Construction Documents & Permitting Phase Plan. The Overhead Utility Reroute CD & Permitting Phase Plan designed two phases: Palm Park Utility Reroutes and Creek Delta Utility Reroute. This scope will construct Phase 1, the Palm Park Reroute. Phase 2 will be addressed in the forthcoming Creek Delta Construction Phase Plan.

The Phase Plan utilizes the construction management expertise of SpawGlass Construction (SpawGlass, Construction Team). SpawGlass was selected in November 2018 as the Construction Manager at Risk (CMAR) through a competitive public selection process. Construction administration services performed by Michael Van Valkenburgh Associates (MVVA).

The Phase Plan encompasses the following:

- Construction Administration
- Construction of the Palm Park Overhead Utilities Reroute

The project will require close coordination with the City of Austin and in particular the Parks and Recreation Department (PARD), Watershed Protection Department (WPD), and Austin Energy (AE).

All services performed under this Phase Plan shall be in accordance with the existing contractual agreements held by the WGC, 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 Services 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.

MAIN POINTS OF CONTACT

Waterloo Greenway Conservancy:

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

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

Director of Park Operations: Martin Nembhard, mnembhard@waterloogreenway.org (512-541-3520)

Responding Party:

City of Austin, Parks and Recreation Department

Lisa Storer, lisa.storer@austintexas.gov (512-974-9479)

Lana Denkeler, lane.denkeler@austintexas.gov (512-974-9414)

City of Austin, Watershed Protection Department

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

Diana Wang, diana.wang@austintexas.gov (512-974-7168)

Construction Team Lead:

SpawGlass Construction

SpawGlass Point of Contact: David Paden, david.paden@spawglass.com (512-719-5251)

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@mvvainc.com (718-243-2044)

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

SCHEDULE [3.04 A.1]

The schedule associated with the Palm Park Overhead Utility Reroute Construction Phase Plan schedule is shown in the attached **Exhibit B, Project Schedule**.

PERFORMANCE PERIOD

The anticipated performance period is October 15, 2021 through March 25, 2021. A visual project schedule is shown in **Exhibit B, Project Schedule**.

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

An organizational diagram of work flow is in **Exhibit C, Organizational Chart** that describes the relationship between the design team, WGC, and the City. The following team led by MVVA will be responsible for delivering Palm Park Overhead Utility Reroute Construction Phase Plan.

- Construction Manager at Risk: SpawGlass Construction
- Landscape Architect Team Lead: Michael Van Valkenburgh Associates, Inc. (MVVA)

- Local Landscape Architect: dwg
- Civil Engineer: WGI Inc.
- Mechanical, Electrical and Plumbing Engineer: EEA Consulting Engineers (EEA)
- Terracon: Materials Testing

CONTRACTING METHOD (3.04 A.2(ii))

Landscape Architecture Team Lead, MVVA (& their sub consultants) are currently working under Master Services Agreements with the WGC. SpawGlass Construction is currently working under a Construction Manager at Risk (CMAR) Contract with the WGC that was executed October 7, 2020.

PROJECT BUDGET (3.04 A.4)

The Palm Park Overhead Utility Reroute Construction Phase Plan budget contributions are outlined below in more detail and in **Exhibit E, Project Budget**.

1. Construction Administration (MVVA)

MVVA team fees and reimbursables

Professional Service Fees:	\$85,235
----------------------------	----------

Reimbursable Expenses:	\$3,600
------------------------	---------

Total Fees and Reimbursables:	\$88,835
-------------------------------	----------

2. Construction (SpawGlass)

Cost of Work:	\$ 1,110,851
---------------	--------------

Construction Contingency:	\$59,123
---------------------------	----------

General Conditions:	\$329,687
---------------------	-----------

CMAR Fee:	\$82,831
-----------	----------

Total GMP:	\$1,582,492
------------	-------------

3. Allowances, Contingencies, and Cost Overrun Reserve:

Inspection fees, permits, testing:	\$100,000
------------------------------------	-----------

AE design and implementation:	\$500,000
-------------------------------	-----------

Total Allowances:	\$600,000
-------------------	-----------

Change Order Contingency (12.6%):	\$200,000
Cost Overrun Reserve (1.6%):	\$25,000

Total for Palm Park Overhead Utility Reroute Phase Plan: \$2,496,327

The scope in this Phase Plan will be fully funded by Waterloo Greenway Conservancy (WGC) at an amount not to exceed \$2,496,327.

Invoicing will be submitted to WGC and routed to the CoA for review. WGC will approve pay apps once review is complete. **Exhibit F, Capital Needs Projection** addresses the prime scope of work and the projected funding needs, excluding Allowances, Change Order Contingency, and Cost Overrun Reserve.

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

The Palm Park Overhead Utility Reroute Construction Phase Plan is funded entirely through the WGC.

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 Palm Park Overhead Utility Reroute Construction Phase Plan, there is a Cost Overrun Reserve of 1.6% of the GMP. Additionally, there is a 3.74% Construction Contingency held by SpawGlass calculated on the cost of work within the GMP and a 12.6% Owner Change Order Contingency calculated on the GMP held by WGC and the City owner team to address any changes or modifications in the construction project. WGC will provide email or other digital written notice of use of the Owner Change Order Contingency to the City for review.

COMPLIANCE WITH FOUNDATIONAL ARTICLES (3.04 A.6)

Section 3.03B 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. The parties agree to modify the following requirements:

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 WGC 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. WGC will provide information to the City sufficient for the City to independently verify 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. This scope of work will not result in a completed park due to the improvements being underground. The park will instead be returned to the existing condition and PARD will take back over responsibilities for O&M until the next phase of construction work begins.

THIRD PARTY AGREEMENTS (3.04 A.7)

Pursuant to the JDA between the City and WGC, any third-party agreements needed to execute the work in the phase plan are noted in the Phase Plan document. For the Palm Park Overhead Utilities Reroute Phase Plan WGC has a letter agreement outlining the terms of a contribution towards the funding of Palm Park Overhead Utility Reroute construction and design. This is the only third party agreement to note.

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

Pursuant to the JDA, any Project funded in part by the city must meet City ordinance and state law requirements for procurement, Local Government Code Sections 252, 271 and Texas Transportation Code Chapter 432. This project is funded completely by the WGC. However, SpawGlass will follow the necessary City procurement process. SpawGlass 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 G, 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 AND PERMITS (3.04 A.10)

The project manager and key consultants have the responsibility of obtaining approvals and permits

from Governmental Authorities for design and construction if the project is a Public Improvement Project. Site Development Permit coordination and acquisition for this Phase Plan was done under the Palm Park | Creek Delta Overhead Utility Construction Documents and Bidding Phase Plan. The permit for the Palm Park | Creek Delta Overhead Utility Reroute Construction Phase Plan will be obtained shortly and Notice to Proceed will not be issued until the permit is in hand. **Exhibit H, Site Development Plan Permit.**

This scope of work anticipates one SDP correction and one additional Austin Utility Location and Coordination Committee (AULCC) review. Any other corrections that result from the construction work proposed in the Phase Plan will be coordinated and addressed by the Design Team.

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

The area in which this scope of work will be completed will be returned to the existing condition of the Park. The scope in this Phase Plan does not represent a completed park project that would require a change in the current operational regime. Furthermore, it is anticipated that this area of the park will again be an active construction site within six months of project completion. Given this schedule, it is anticipated that the park will reopen in an interim condition after completion of the scope of work outlined in the Phase Plan. PARD will resume operations in maintenance responsibilities for the area.

ID AND MAPPING EASEMENTS (3.04 A.12)

All work will be completed on City land either in the right-of-way or in Parkland.

REQUIREMENTS ON USE OF FUNDS (3.04 A.13)

All project funding is provided by the WGC through a private funding contribution. There are no tax-exempt obligations, grant obligations, or other public funding obligations on this work.

INSURANCE AND BONDING (3.04 A.14)

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

USE BY CITY (3.04 A.15)

The improvements are constructed on City property. The improvements will remain City property and there are no limitations on the terms of use by the City.

ACTIVITIES AND RATES(3.04 A.16)

Not applicable to this scope of work.

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. There are no exceptions in this phase plan.

UTILITIES (3.04 A.18)

Utilities in the project area will be billed to the WGC. Any charges assigned to vendors or other third-party operators within the park will be handled administratively by the WGC.

REVENUE SOURCES AND FEES (3.04 A.20)

This scope of work will not result in a completed park and will not have the associated park operations. The Phase Plan will create an interim condition that will allow for future park improvements to Palm Park and Creek Delta. There are no revenue sources associated with this scope.

COMMERCIAL DESIGN STANDARDS (3.04 A.21)

There is no work in this Phase Plan that requires application of the Commercial Design Standards.

LICENSE AGREEMENTS (3.04 A.22)

There are no license agreements anticipated for this Phase Plan.

NAMING RIGHTS (3.04 A.23)

All of the work in this Phase Plan is subsurface utility work and the restoration of the streets, sidewalks, and landscape. As such, there are no naming opportunities associated with this Phase Plan.

CHANGE OF OWNERSHIP (3.04 A.24)

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

CAPITAL NEEDS TIMING (3.04 A.25)

See **Exhibit G, Capital Needs Projection**, addressing the anticipated timing of capital needs for the scope of work, excluding Allowances, Change Order Contingency, and Cost Overrun Reserve.

PAYMENTS (3.04 A.26)

Currently no payments from the City for operations are anticipated during this scope of work.

PUBLIC ACCESSIBILITY (3.04 A.27)

This scope of work is all subsurface. Areas of the surface disturbed by this work will be restored, meeting accessibility standards where required.

TIMING OF TRANSFERS (3.04 A.28)

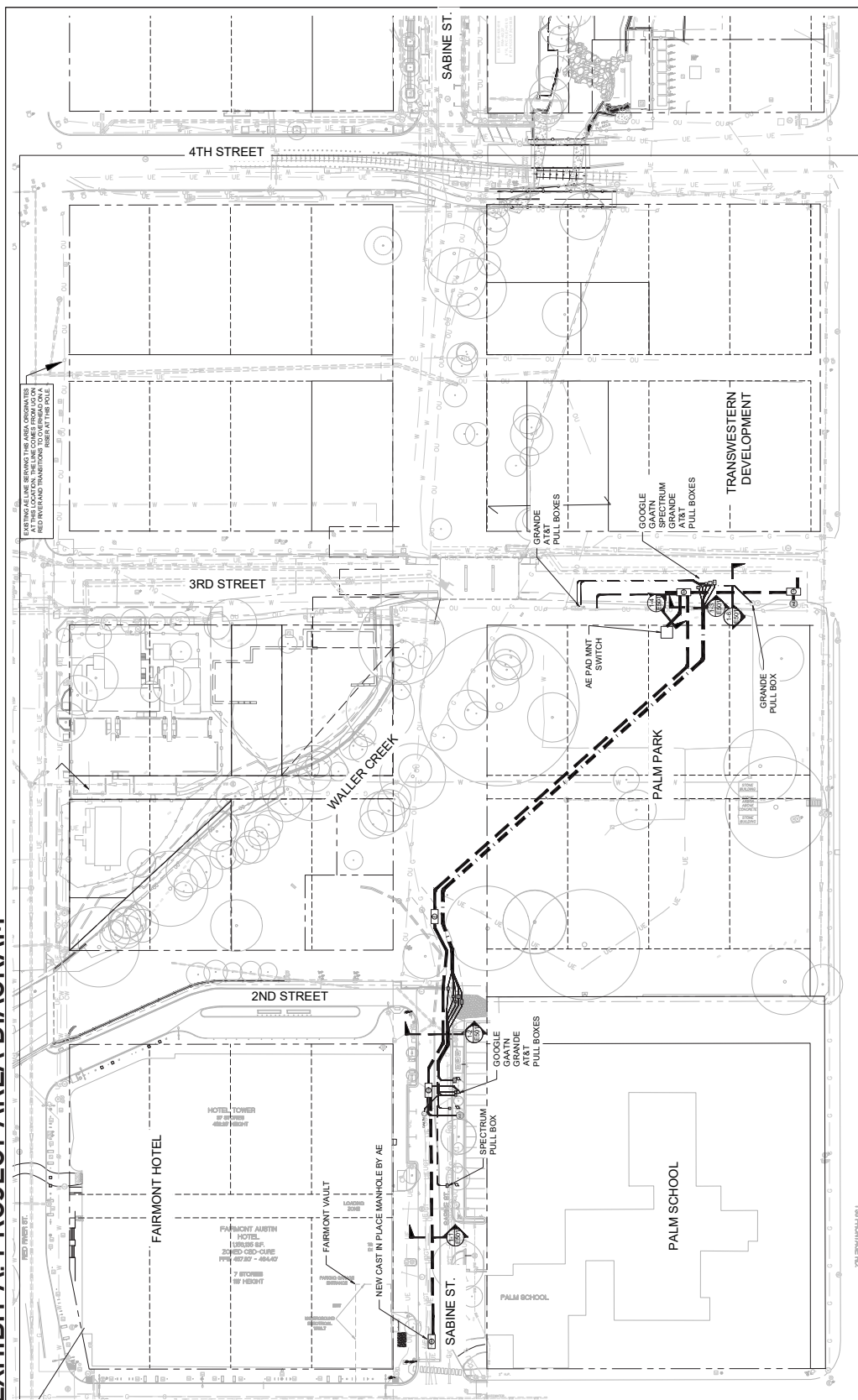
There are no anticipated transfers of improvements or land to the City with this Phase Plan.

GREEN SPACE & FLEXIBILITY (3.04 A.29 & 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 Waterloo Greenway. The Palm Park | Creek Delta Overhead Utilities Reroute Construction Phase Plan does not construct any of the final park or trail improvements for this area. The goal of this work is to put in place the underground infrastructure to enable future phases to create the flexible green space envisioned in the Design Plan. This scope will restore the park to a healthy and safe condition until future phases are started.

ALCOHOL USE IN THE PARK (3.04 A.31)

There is no alcohol use anticipated for the improvements made in this Phase Plan.



UNDERGROUND DUCT-BANK OVERALL PLAN - PALM PARK UTILITY RELOCATION - PHASE 1

Plan

SYMBOLS LEGEND:

ND:
NEW UNDERGROUND ELECTRICAL CONDUIT DUCT BANK
EXISTING UG ELEC. DUCT BANK BY OTHERS, NOT IN SCOPE
UNDERGROUND COMMUNICATIONS CONDUIT DUCT BANK

CONTACTS:
TILGA ZVO, MWVA 317-482-0490
JARED WINN EEA 512-744-4051 <jaredwin@eea.com>
BLAKE FASIEL, EA 512-506-7048
<Contrador-Faib@usattorney.com>
CHET EBERLING, AT&T 512-870-4777 <CE512@ATT.COM>
CARLOS DELATOR, GAATN 512-974-6613
<CARLOS.DELATOR@AUSTINTEXAS.COM>
TOM VIEVEY, GAATN 512-320-3280 <TOM.VIEVEY@MYGAARD.COM>
ANDY CREELE, GOOGLE <ACREELE@GOOGLE.COM>
AUSTIN SCHROEDER, SPECTRUM 512-348-1817
<AUSTIN.SCHROEDER@CHARTER.COM>

NOTE:

1. THIS DOCUMENT IS FOR PLANNING AND PERMIT ONLY. ALL UTILITY LINE RELOCATION TO BE DESIGNED BY AUSTIN ENERGY.
2. REFER TO CIVIL DRAWINGS FOR ADDITIONAL LAYOUT INFORMATION

[illegible]

EXHIBIT B: PROJECT SCHEDULE

- ① Notice to Proceed - to be issued after LGC approval
- ② Electrical Duct bank Installation Begins
- ③ Telecomm Duct bank Installation Begins
- ④ Landscape Restoration Begins
- ⑤ Duct bank Installation Complete
- ⑥ Substantial Completion

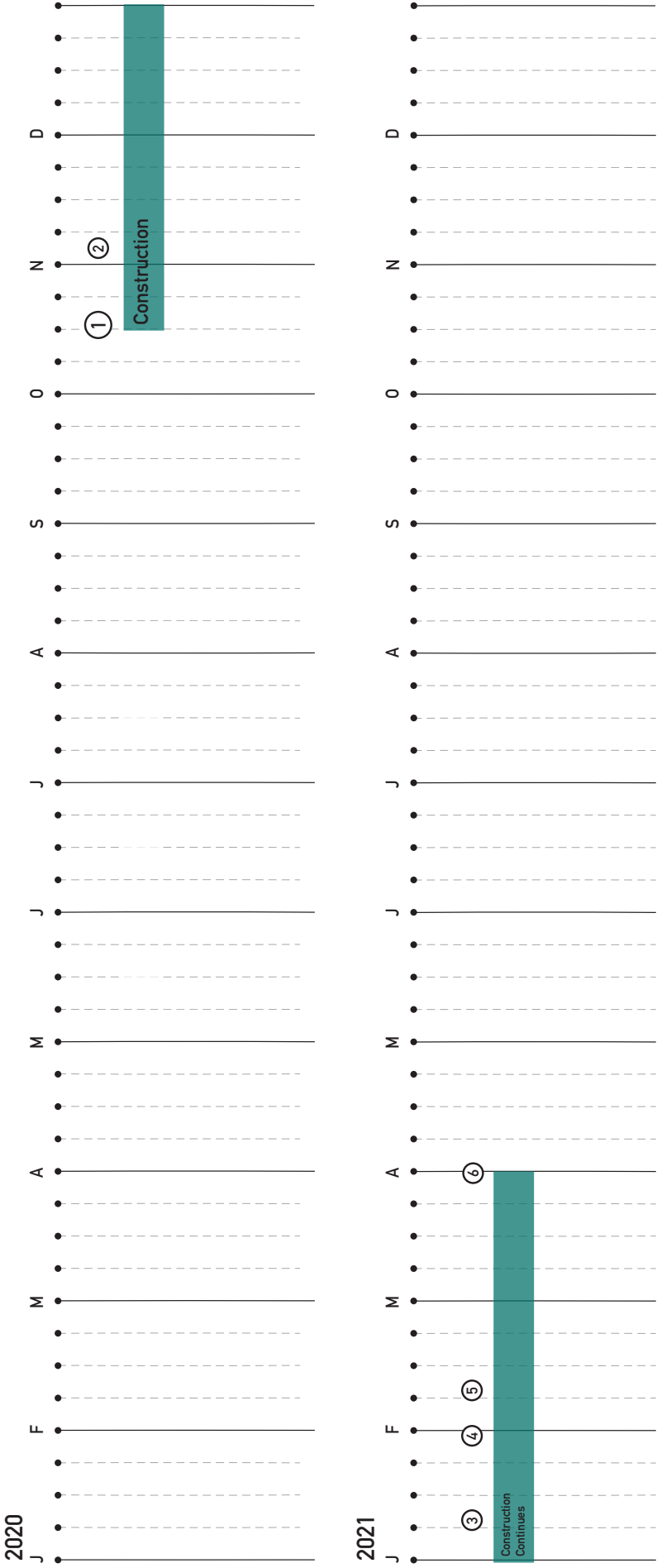


EXHIBIT C: ORGANIZATION CHART

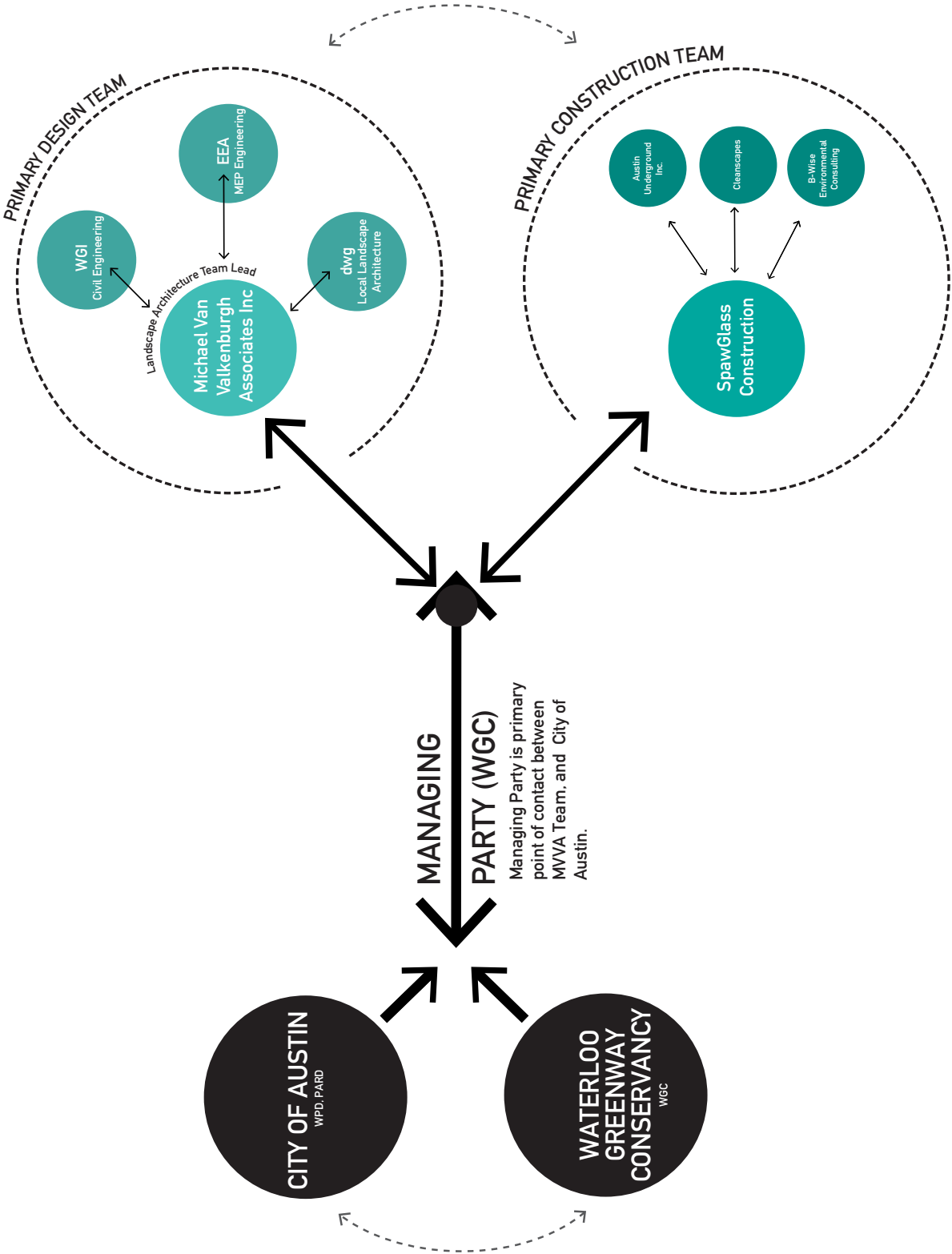


EXHIBIT D: IMPLEMENTATION PLAN

Exhibit D: Implementation Plan

Title: Palm Park Overhead Utility Reroute Construction Phase Plan
(or “Phase Plan”)

Location: Between Cesar Chavez St. and 3rd St. in the Sabine St. right of way, Palm Park, and the 3rd St. right of way

The Palm Park Overhead Utility Reroute Construction Phase Plan undertakes the construction of underground utilities(see **Exhibit A, Project Area Diagram**). SpawGlass Construction will lead this effort with Construction Administration support from Michael Van Valkenburgh Associates (MVVA). The team of subconsultants include: dwg. Landscape Architects (DWG) providing local support with permitting and project coordination, WGI (WGI) providing civil engineering expertise and submitting the needed permits for the project, and EEA Consulting Engineers (EEA) providing electrical engineering work in support of the project.

CONSTRUCTION ADMINISTRATION PLAN

The utility reroute construction will last 6 months total and will require ongoing coordination with the owner team (WGC & City), landscape architecture team lead (MVVA), and construction manager at risk (SpawGlass) 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 the utility reroute, the MVVA team will provide construction administration services including, but not limited to:

- Participating in weekly coordination meetings led by SpawGlass Construction
- Reviewing and responding to RFI’s associated with the Project
- Scope assumes one Site Development Permit Correction
- Performing site visits and reviews during critical construction moments – including but not limited to material quality control and acquisition, testing, education meetings, and any other critical items outlined in the Specifications
- Developing and reporting 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 and certifying 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 (SpawGlass)

- Participate in the final inspections

CONSTRUCTION EXECUTION PLAN

October 2020 through March 2021, as depicted in **Exhibit C, Project Schedule**

This Plan encompasses the Palm Park Overhead Utility Reroute Construction as shown in Exhibit B, Project Area Diagram. This Plan utilizes the construction management expertise of SpawGlass Construction (SpawGlass), 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. The MVVA design team will coordinate as needed with SpawGlass CMAR for the project.

CONSTRUCTION NARRATIVE (SpawGlass)

Construction is estimated to commence 10/12/20. Limits of construction will be established, SWPPP/BMP's, and Traffic Controls will be installed as needed prior to clearing or excavation commencing. Two Points of access/egress will be maintained throughout the project. Request will be made by both SpawGlass/ Subcontractors for Existing Utility Locates prior to pothole, and excavation. Utility locates will be recorded for use during excavation. Potholing existing utilities will take place to physically locate, and determine depth. PVC markings will be installed as necessary during each discovery during potholing process with identification/depth of each existing utility. Sabine Street, Palm Park, and 3rd Street Start/Finish Dates(Early Finish) are provided in the attached utilization plan. As a phase of construction is complete for example Sabine Street the construction fence will come down therefore opening these areas for public use. Steel Plates will be used as much as possible to keep Sabine/3rd Street open for public use. Austin Energy will receive notice from SpawGlass when tie-ins are ready to be completed at each existing manhole, and also notified when duct banks are complete. These notifications will be identified in the project schedule for forecast tracking. Daily Clean-up, and covering/barricading open trenches will be complete each day. Public road conditions will be cleaned daily, and as needed. Project Completion Date is 3/25/21. Once vegetation has been established all BMP's will be removed.

PROJECT MANAGEMENT AND MEETINGS

SpawGlass will provide 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/WGC. Additional milestone alignment meetings will be conducted as needed. SpawGlass also will conduct pull planning meetings with the trade partners as needed. City and WGC may participate in weekly on-site meetings.

PALM PARK OVERHEAD UTILITY REROUTE CONSTRUCTION PHASE PLAN		
	Fees	Reimb
1. Construction Administration (MVVA):		
Professional Service Fees	\$85,235	\$3,600
2. Construction (SpawGlass):		
Cost of work	\$1,110,851	
Construction Contingency (3.74%)	\$59,123	
General Conditions	\$329,687	
CMAR Fee	\$82,831	--
Guaranteed Maximum Price Total:	\$1,582,492	
2. Allowances + Cost Overrun:		
Survey, Materials Testing, and Permits Allowance	\$100,000	
AE Allowance (design & installation)	\$500,000	
Allowances Total:	\$600,000	--
Change Order Contingency (12.6%)	\$200,000	--
Cost Overrun Reserve (1.6%)	\$25,000	--
SUMMARY		--
1. Guaranteed Maximum Price	\$1,582,492	--
2. Construction Administration	\$88,835	--
2. Allowances + Cost Overrun	\$825,000	--
TOTAL:	\$2,496,327	--

Palm Park Overhead Utility Reroute Capital Needs Projection		
		GMP and Fees
		\$1,582,492
Monthly Pay Request	Activity	Fees
1 - Oct'20	Construction	\$158,249
2 - Nov'20	Construction	\$158,249.20
3 - Dec'20	Construction	\$237,373.80
4 - Jan'21	Construction	\$316,498.40
5 - Feb'21	Construction	\$316,498.40
6 - Mar'21	Construction	\$237,373.80
7 - Apr'21	Construction	\$158,249.20
TOTAL		\$1,582,492
*Excludes Allowances, contingency, and Cost Overrun Reserve		
Note		

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	

Site plan is under final review. Notice to Proceed will not be issued until SDP is approved.



EXHIBIT J: INSURANCE CERTIFICATES

MICHVAN-01

VSANTOSUOSSO

CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT J
DATE (MM/DD/YYYY)

6/15/2020

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	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Property Casualty Company of America	25674
INSURED Michael Van Valkenburgh Associates, Inc. 231 Concord Street Cambridge, MA 02138	INSURER B: Travelers Indemnity Company, A++, XV	25658
	INSURER C: Travelers Indemnity Company of Connecticut A++ (Superior)	25682
	INSURER D: Travelers Casualty and Surety Company	19038
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	680009H708658	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA4372L203	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		CUP005D158369	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<input checked="" type="checkbox"/> 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	UB004K673919	5/1/2020	5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			107084166	5/1/2020	5/1/2021	Per Claim 5,000,000
D				107084166	5/1/2020	5/1/2021	Aggregate 5,000,000

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

RE: MVVA project #12003 – Waller Creek

Waterloo Greenway and the City of Austin shall be listed as additional insured with respects to general, auto, and umbrella liability where required by written contract. A Waiver of Subrogation and 30 Day Notice of Cancellation is provided in accordance with the policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Waterloo Greenway 111 Red River Street Austin, TX 78701	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



CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT I
DATE (MM/DD/YYYY)
9/30/2020

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 Adams Risk Management Services, LLC Adams Insurance Service, Inc. 427 W. 20th Street, Suite 500 Houston TX 77008		CONTACT NAME: Vicki Cook PHONE (A/C, No, Ext): (713) 869-8346 E-MAIL ADDRESS: vcook@adamsins.com FAX (A/C, No): 713/869-9144	
INSURED SpawGlass Contractors, Inc. 1111 Smith Road Austin, TX 78721		INSURER(S) AFFORDING COVERAGE	
SGADMIN-01		INSURER A : American Contractors Insurance Co. RRG	NAIC # 12300
		INSURER B : Employers Mutual Casualty Company	21415
		INSURER C : Gemini Insurance Company	10833
		INSURER D : ACIG Insurance Company	19984
		INSURER E : Zurich American Insurance Company	16535
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 275088060

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL20ABC00046	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	3E75357	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	CEX0960154105	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCA000008320	6/1/2020	6/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input checked="" type="checkbox"/> BUILDERS RISK BROAD FORM			MBR537126711	6/1/2020	6/1/2021	PROJECT AMOUNT SEE BELOW-PAGE 2

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

The Automobile policy includes the following endorsements: 1) CA7450 - Blanket Additional Insured and Waiver of Subrogation as required by written contract executed prior to the bodily injury or property damage. 2) IL7447.6 - Notice of Cancellation - 30 days blanket as required by written contract.

The General Liability policy includes the following endorsements: 1) 933 - Additional Insured-Automatic Status as required by Contract - Blanket - Who is an insured is amended to include as Additional Insured any person or organization when you have agreed in a written contract that such person or organization be added as an additional insured on your policy. The endorsement also provides for the coverage to apply on a primary and non-contributory basis for ongoing and completed operations when required by written contract. 2) 205 - Blanket Waiver of Subrogation when required in a written contract or agreement. 3) 336 - Notice of Cancellation, Nonrenewal or Material Change- 60 days blanket as required by written contract. See Attached...

CERTIFICATE HOLDER

CANCELLATION

WATERLOO GREENWAY CONSERVANCY
1111 RED RIVER STREET
AUSTIN TX 78701

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

Harvey S. Adams

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Adams Risk Management Services, LLC		NAMED INSURED SpawGlass Contractors, Inc. 1111 Smith Road Austin, TX 78721
POLICY NUMBER		
CARRIER	NAIC CODE	
		EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The Workers' Compensation policy includes the following endorsements: 1) WC990304 - Waiver of Subrogation - Blanket waiver for any person or organization for whom the named insured has agreed in a written contract to furnish the waiver. 2) WC420601 - Notice of Cancellation - 60 days blanket as required by written contract.

The Umbrella/Excess Liability policy applies in excess and follows form of the underlying General Liability, Automobile Liability and Employers Liability policies above including the terms of any additional insured, waiver of subrogation and 30 day notice of cancellation endorsements. The policy follows the terms and conditions of such underlying policies unless they are inconsistent with the terms of the policy.

RE: PALM PARK UTILITY RELOCATE, 700 BLOCK OF EAST 3rd STREET, AUSTIN, TX; \$1,582,492 PROJECT AMOUNT
ADDITIONAL CERTIFICATE HOLDERS INCLUDE WATERLOO GREENWAY CONSERVANCY, CITY OF AUSTIN, WALLER CREEK LOCAL GOVERNMENT CORPORATION

ADDITIONAL INSURED – AUTOMATIC STATUS AS REQUIRED BY CONTRACT – BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Any person or organization that you are required by written contract to include as an additional insured on this policy if the contract is executed prior to the loss.

- A. Who is an Insured (Section II) is amended to include as an Insured any person or organization shown in the above SCHEDULE (called additional insured), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your premises or your operations for the additional insured, and only to the extent and for the minimum limits required in the written contract.
- B. The insurance provided to the additional Insured is subject to the following limitations:
1. Unless required by written contract, this insurance does not apply to "bodily injury" or "property damage" occurring after "your work" for the additional insured has been completed or after that portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization, whichever occurs first.
 2. Unless specifically required by written contract, this insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence, act or omission of the additional insured.
 3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement except to the extent that the additional insured would have been obligated to pay such damages in the absence of the contract or agreement.
 4. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by any insured or on any insured's behalf, including:
 - a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
 - b) Supervisory, inspection, architectural or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.
 5. This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.
 6. The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.
 7. The insurance afforded to the additional insured shall not exceed the minimum limits required in the written contract.
- C. In no event shall the insurance provided to the additional Insured exceed the scope of coverage, including minimum limits, required by the contract. If a written contract or agreement requires that additional insured status be provided by the use of specified edition dates of the ISO CG2010 and/or CG2037, then the terms of that endorsement are incorporated into this endorsement as respects such additional insured and shall supersede the coverage grant and limitations in Sections A. and B. of this endorsement. In the event that CG2010 and/or CG2037 are required but no edition dates are specified, the 04/13 editions shall apply.
- D. This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

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.)

Endorsement Effective: Same as policy effective date unless otherwise indicated above. Endorsement No.:
 Policy Effective: 6/1/2020 Policy No.: GL20ABC00046 Premium \$
 Insured: SpawGlass Contractors, Inc., SpawGlass Construction Corp., SpawGlass Civil Construction, Inc.,
 Westland Equipment and Supplies, LLC
 Insurance Company: American Contractors Insurance Co. RRG

**ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT –
AUTOMATIC STATUS WHEN REQUIRED IN LEASE
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Who Is An Insured (Section II) is amended to include as an insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.
- B. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:
- This insurance does not apply:
1. To any "occurrence" which takes place after the equipment lease expires;
 2. To "bodily injury" or "property damage" arising out of the sole negligence of such person or organization.
- C. This insurance shall not exceed the scope of coverage, including limits, of this policy and in no event shall the insurance provided to the additional insured exceed the scope of coverage, including limits, required by the contract.
- D. It is agreed and understood no other additional insured endorsement attached to this policy will apply unless such a person or organization is specifically designated in that endorsement.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned policy, other than as above stated.

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.)

Endorsement Effective: Same as policy effective date unless otherwise indicated above.	Endorsement No.:
Policy Effective: 6/1/2020	Policy No.: GL20ABC00046
Insured: SpawGlass Contractors, Inc., SpawGlass Construction Corp., SpawGlass Civil Construction, Inc., Westland Equipment and Supplies, LLC	Premium \$

Insurance Company: American Contractors Insurance Co. RRG

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Any person or organization for whom you have agreed by written contract to furnish this waiver.

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

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.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

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.)

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Endorsement No.:

Policy Effective Date: 6/1/2020

Policy No.: GL20ABC00046

Premium \$

Insured: SpawGlass Contractors, Inc., SpawGlass Construction Corp., SpawGlass Civil Construction, Inc.,
Westland Equipment and Supplies, LLC

Insurance Company: American Contractors Insurance Co RRG

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The certificate of insurance holders shown in the schedule below have requested that they receive written notice of cancellation, nonrenewal or material change with respect to this policy. If we decide to cancel, nonrenew or make a material change to this policy, we agree to mail or deliver sixty (60) days advance written notice to the certificate of insurance holders shown in the schedule below. However, if we are cancelling or nonrenewing due to nonpayment of premium, we will only provide the certificate of insurance holders shown in the schedule below with ten (10) days advance written notice.

The notice of cancellation, nonrenewal or material change will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide notice of cancellation, nonrenewal or material change to the certificate of insurance holders shown in the schedule below.

SCHEDULE

All certificate of insurance holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

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.)

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Endorsement No.:

Premium \$

Policy Effective: 6/1/2020

Policy No.: GL20ABC00046

Insured: SpawGlass Contractors, Inc., SpawGlass Construction Corp., SpawGlass Civil Construction, Inc.,
Westland Equipment and Supplies, LLC

Insurance Company: American Contractors Insurance Co RRG

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. AUTOMATIC ADDITIONAL INSURED

The **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

- (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement,
- whichever is less.

C. EMPLOYEES AS INSURED

The following is added to the **Section II – Covered Autos Liability Coverage, Paragraph A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph 5.b. of the **Other Insurance Condition** in the **Business Auto Coverage Form** is replaced by the following:

For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
 - (a) The organization is a partnership or a joint venture; or
 - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

F. SUBSIDIARIES AS INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.

- a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
- a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

S. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph C. **Limit Of Insurance of Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of Paragraph A. **Loss Conditions of Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Z. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AA. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION PROVIDED BY US TO PERSON(S) OR
ORGANIZATION(S) WITH WHOM YOU HAVE AGREED IN A WRITTEN
CONTRACT OR AGREEMENT**

This policy is subject to the following additional Conditions:

If we cancel this policy by notice to the first Named Insured, for any statutorily permitted reason other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to any person(s) or organization(s) with whom you have agreed in a written contract or agreement to provide such person(s) or organization(s) with a notice of cancellation but only if:

1. You have provided the name and address of such person(s) or organization(s) to your authorized agent; and
2. Your authorized agent provides us with that list within three (3) business days from the date we request it from them.

If notice is mailed, proof of mailing to the last known mailing address of such person(s) or organization(s) will be sufficient proof of notice.

Failure to provide such notice to such person(s) or organization(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us, our agents or our representatives.

TEXAS WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 99 03 04

(Ed. 04-07)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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. This waiver does not extend to the statutory right of reimbursement from a claimant who recovers any amount under Section 417.002 of the Texas Labor Code.

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 organization
- (X) Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver. This waiver does not extend to the statutory right of reimbursement under Section 417.002 of the Texas Labor Code.
2. Operations: CONSTRUCTION AND RELATED CONSTRUCTION RELATED WORK
 ALL TEXAS OPERATIONS
3. Premium:

 The premium charge of 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. Minimum Premium: \$0
5. Advance Premium: \$0

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.)

Endorsement Effective: Same as Policy Effective Date unless otherwise indicated above. Endorsement No.
Policy Effective Date: 6/1/2020 Policy No. WCA000008320 Premium \$

Insured SpawGlass Contractors, Inc., SpawGlass Construction Corp., SpawGlass Civil Construction, Inc.,
 Westland Equipment and Supplies, LLC

Carrier Name/Code: ACIG Insurance Company

WC 99 03 04
(Ed. 04-07)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 42 06 01
(Ed. 01-94)

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

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

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

Schedule

1. Number of days advance notice:

60 days. However, in the case of cancellation or nonrenewal due to nonpayment of premium, only 10 days advance notice will be provided.

2. Notice will be mailed to:

All certificate holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured. The notice will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide written notice.

This endorsement is only applicable in the state of Texas.

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.)

Endorsement Effective: Same as Policy Effective Date unless otherwise indicated above.

Endorsement No.

Policy Effective Date: 6/1/2020

Policy No. WCA000008320

Premium \$

Insured SpawGlass Contractors, Inc., SpawGlass Construction Corp., SpawGlass Civil Construction, Inc.,
Westland Equipment and Supplies, LLC

Carrier Name/Code: ACIG Insurance Company

WC 42 06 01
(Ed. 01-94)

ADAMS

INSURANCE SERVICE

427 W. 20th Street • Suite 501 • Houston, Texas 77008
P.O. Box 7011 • Houston, Texas 77248-7011

Phone (713) 869-8346 • Fax (713) 869-9144

SpawGlassAustin

OCT 02 2020

Received

TRANSMITTAL

Please deliver to: David Paden

SpawGlass Contractors, Inc.

Austin, TX

From: Michael Berry, Bond Manager

Date: August 6, 2020

Re: **Security Bond - Palm Park Utility Reroute**

Bond #8252-00-03 (Federal)

Here are two (2) Security bonds for the Palm Park Utility Reroute project. As always, **be sure SpawGlass signs the Bonds** before submitting.

Please ensure that you add the CIP ID # and Contract Date. When the GMP and Contract are finalized please send my way in order to get the final P&P bonds issued for the project.

Regards,



he

Security Bond Form

Surety Bond No. 8253-00-03

STATE OF TEXAS §

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF TRAVIS §

That we, SpawGlass Contractors, Inc., as Principal, and Federal Insurance Company, as Surety, are hereby held and firmly bound unto the City of Austin, Austin, Travis County, Texas, as Oblige, in the penal sum of One Million Five Hundred Eighty Two Thousand Four Hundred Ninety Two and No/100 (\$ 1,582,492.00), for the Project defined below, for payment whereof the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

Whereas the Principal has executed an agreement with Oblige, dated _____, 2020, ("Agreement") to construct the Palm Park Utility Reroute Construction Manager at Risk Project, Project CIP ID No. ____-____-____, (the "Project").

Whereas, the Agreement allows the Work to be performed in incremental components of the Work (each, individually, a "Work Component" or "Work Packages") with the scope of Work and a Guaranteed Maximum Price to be established for each such Work Component through an Work Authorization Amendment to the Agreement, and further requires the Principal to provide Performance and Payment Bonds in the amount of 100% of each such Guaranteed Maximum Price within 10 days after the execution of the Work Authorization Amendment.

NOW THEREFORE, the condition of this obligation is such that, if the Principal executes a Work Authorization Amendment with a Guaranteed Maximum Price as those terms are defined in the Agreement and Contract Documents, but fails to, within the time and as required by the Agreement, give Performance and Payment Bonds with increased penal sums on the bonds commensurate with the total sum of all approved Guaranteed Maximum Prices to secure the performance of the terms and conditions of the Agreement, the Principal and Surety will pay unto the Oblige the penal sum of this Bond, however, if the Principal provides such Performance and Payment Bonds, then this obligation becomes void.

This bond is executed pursuant to Texas Government Code Section 2269.258 and Chapter 2253, Texas Government Code as amended and all liabilities on this bond will be determined in accordance with provisions of Chapter 2253 as if it were entirely copied herein.

IN WITNESS WHEREOF, the above named parties have executed this instrument under their several seals this 1st day of October in the year 2020, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(SEAL)

ATTEST:

By: [Signature]

DAN HINSON, VP FINANCE
(Typed Name and Title)

(SEAL)

ATTEST:

By: [Signature]

Michael P. Berry, Witness
(Typed Name and Title)

SpawGlass Contractors, Inc.

Principal

By: KIRBY BAIRD

Kirby Baird - President, Austin Division
(Typed Name and Title)

Federal Insurance Company

Surety

By: [Signature]

John A. Prince, Attorney-in-Fact
(Typed Name and Title)

Name and address of the Resident Agent of Surety:

Adams Risk Management Services, LLC PO Box 7011, Houston, TX 77248-7011

Note: Bond must be issued by a solvent Surety company authorized to do business in Texas, and must meet any other requirements established by law or by oblige pursuant to applicable law. A copy of Surety agent's Power of Attorney must be attached hereto.

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Andrew A. Adams, Norman E. Adams, Michael Macomber, John A. Prince and Larry D. Snider of Houston, Texas -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of June, 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 1st day of June, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 1st day of October 2020



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com