



AGENDA
Special Meeting of the City of Twin Falls
Urban Renewal Agency Board
305 3rd Avenue East, Twin Falls, Idaho
City Council Chambers
Monday, August 24 2015 at 12:00 pm.

URBAN RENEWAL AGENCY BOARD MEMBERS:

Dan Brizee Dexter Ball Neil Christensen Perri Gardner Bob Richards Gary Garnand Brad Wills
Chairman Vice Chairman Secretary

1. Call meeting to order.
2. Consideration of a request to approve the 100% design/engineering agreement and to authorize the Chairman to sign the agreement with Otak for \$895,584 for the Main Avenue streetscape project master plan (see staff report) – Melinda Anderson
3. Consideration of a request to approve a professional services agreement with Materials Testing & Inspection for \$2,831.00 to complete the contaminant assessment of the Rogerson prior to demolition (see staff report) – Melinda Anderson
4. Consideration of a request to direct to staff to develop and publish a Request for Qualifications for owner's rep services for the Main Ave Redesign Project – Dan Brizee
5. Adjourn. Next regular meeting: **Monday, September 14, 2015**

****Any person(s) needing special accommodations to participate in the above noticed meeting should contact Lorrie Bauer at (208) 735-7313 at least two days before the meeting. Si desea esta información en español, llame Leila Sanchez al (208)735-7287.***



Date: August 24, 2015

To: Urban Renewal Agency of the City of Twin Falls

From: Melinda Anderson, Executive Director

Request:

Consideration of a request to approve the 100% design/engineering agreement and to authorize the Chairman to sign the agreement with Otak for \$895,584 for the Main Avenue streetscape master plan.

Background:

At the August 10, 2015 board meeting the TFURA board approved the overall preliminary (30%) design for the Main Avenue streetscape master plan. That same evening the City Council did likewise. Today staff is bringing forward a request to approve the final design/engineering agreement with Otak to complete design to 100% and prepare construction documents for bidding.

This agreement will complete all design & engineering for five blocks of Main Avenue from Fairfield to Jerome Streets, extending Hansen to the 2nds, the new Downtown Commons, and landscaping for the alleys. Otak will also continue to coordinate Main Avenue engineering with JUB Engineering on the alley infrastructure engineering.

Schedule

To keep to a schedule that would complete construction of the streetscape by Summer 2017, Otak proposes to take the final design & engineering of the entire project to 60% by December 31, 2015 at which time staff would have two weeks to review. Sixty percent design will complete the landscape architectural elements and engineering to 60% level of completion. Otak will also be able to refine its preliminary costs at that point.

Otak has separated the streetscape project into 2 engineering and construction phases. Tentatively Phase 1 could be construction completion of Main Avenue from Fairfield to Shoshone Streets and from Idaho to Jerome Streets and complete by October 31, 2016. Otak expects to complete the 100% final design/engineering for Phase 1 by end of March 2016 with construction to begin in June 2016. However, project phasing may change, which could affect this schedule. Otak anticipates that demolition and construction of the three blocks in Phase 1 would be completed by October 31, 2016.

Tentatively Phase 2 would comprise 2 blocks of Main Avenue from Shoshone to Idaho Streets, the extension of Hansen Street to the 2nds, and completion of the Downtown Commons. Otak would complete its engineering of this phase by August 2016 giving staff 2 weeks to review the plans. Currently the thought is to advertise the bids in late 2016 with construction beginning in March 2017 (weather dependent) and complete by Summer 2017.

Phasing decisions still need to be confirmed based on discussions with the City related to the City Hall project and activities related to the utilities replacement project.

Task Cost Estimates

This agreement is separated into various tasks similar to the agreement signed in August 2014.

Task 1	Project Management and Coordination	\$ 71,950
Task 2	Final Design – Civil Engineering	\$ 299,740
Task 3	Final Design – Landscape Architecture, Urban Design for Main Avenue, Festival Streets, Hansen Street, and Downtown Commons	\$ 195,906
Task 4	Final Design – Landscape Architecture, Urban Design for Alley Way segments from Gooding to Idaho Streets	\$ 22,500
Task 5	Services to Support Bidding Advertisement and Award	\$ 31,468
Task 6	Community and Stakeholder Involvement	\$ 97,966
	In addition, Otak has provided for subconsultant assistance: JUB Engineering, AEI (Electrical, Lighting), and Hummel Architects (design Commons stage/public restrooms)	\$ 116,054
	Reimbursable Expenses and Travel	\$ 25,000
	Management Reserve (5% of Prime Consultant Services)	\$ <u>35,000</u>
	TOTAL	\$ 895,584

This agreement does not include construction engineering services for the construction. It would be preferable to delay that until construction phasing is further developed.

Approval Process:

Approval by a quorum of the Board in open meeting.

Budget Impact:

TFURA closed on a bond on July 23 to pay for Main Avenue improvements in 2016 and 2017. For the balance of the Main Ave project, there are various scenarios that staff and Otak will refine to develop a construction phasing program as we move toward final design based on available funds.

Conclusion:

Staff recommends the board approve the 100% Design/Engineering for elements of the Main Avenue streetscape master plan.

Attachments:

1. Otak 100% Design/Engineering Agreement

Professional Services Agreement



Project

Client

Location and Description

Main Avenue Area Redesign—
Contract for Final Design/Engineering **Project #** 32443.A00

Twin Falls Urban Renewal Agency

321 2nd Avenue East, Twin Falls, ID 83301

Professional services for Main Ave. Area Project, Twin Falls, ID

See Attachment A for description of project elements and limits

808 SW Third Avenue,
Suite 300
Portland, OR 97204
(503) 287-6825
www.otak.com

Terms and Conditions

1. This Professional Services Agreement (“Agreement”) is entered into between Client and the Otak entity specified on the signature line below (“Otak”). Otak agrees to furnish and perform those professional services specified in the Attachment A, Scope of Services, dated August 19, 2015. Also refer to Attachment B—Potential Project Phasing and Attachment C—Otak Team Member Qualifications.
2. Client agrees to compensate Otak for the professional services provided on a monthly basis for \$895,584.00 including labor and reimbursable expenses, to be paid on the basis of lump sum not to exceed that amount. Payments will be made on a monthly basis based on the percentage complete of the total lump sum amount. The estimated fee will not be exceeded without prior written authorization. All labor costs and expenses (including in-house direct expenses and outsourced/subconsultant expenses) will be invoiced on a monthly basis as part of the lump sum billing.
3. Upon execution of this Agreement, Client shall pay Otak \$0.00, to be applied against the last invoice(s).
4. Only those items specifically identified in the attached scope of work are included in the estimated fees. If the project is materially changed, or if Client desires other professional services not already included in this Agreement, then additional compensation shall be paid to Otak, which shall be subject to negotiation by both parties. The terms of the Agreement shall apply to such additional services.
5. All invoices are payable within 30 days of receipt of such invoices. Failure to pay an invoice when due shall constitute default, and interest at 18% per annum shall be payable on all such invoices from the date such invoices become due. In the event of a default, Otak may elect to suspend all professional services under this Agreement until such invoice is paid in full, and may elect to terminate this Agreement as of the 30th day of default. Otak shall not be liable for any damages or costs, including, but not limited to, direct, indirect, incidental, consequential or exemplary damages, suffered by Client, his subcontractors, agents, employees and assigns as a result of any suspension or termination. In the event of a suspension, Otak may, in its discretion, require an additional deposit in an amount equal to any amount Client has failed to pay as a condition to resuming performance. Any such deposit will be applied as set forth in Paragraph 3 of this Agreement.
6. Client agrees to pay the costs and reasonable attorney’s fees and disbursements incurred by Otak in connection with the failure by Client to make any payment in accordance with the provisions of this Agreement, whether or not a legal action is commenced by Otak. The parties agree that in the event action or suit is commenced related to the subject matter of this Agreement, or in the event of any breach of this Agreement, the prevailing party shall have and recover reasonable attorney fees, both at trial and on appeal, together with all other costs and disbursement allowed by law.
7. Either party shall have the right to terminate this Agreement at any time giving 10 calendar days written notice. In the event this Agreement is terminated by the Client, payment to Otak will be made based on work performed in accordance with the scope of services up to the date of termination plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs and related closeout costs. In the event this Agreement is terminated by Otak, payment to Otak will become due upon delivery of all products completed in whole or in part for services performed, through the date of termination.
8. To the fullest extent permitted by law, this Agreement shall be construed according to the laws of the State of Idaho. Any litigation between Otak and Client arising under this Agreement or out of work performed under this Agreement shall occur, if in the state court, in Twin Falls County, ID, and if in the federal courts, in the United States District Court for the District of Idaho, Twin Falls. Client hereby irrevocably and unconditionally submits to the jurisdiction of the state and federal courts located in Twin Falls or Boise, Idaho, as jurisdiction and venue are appropriate. Unless the Project is in the state of Idaho, the terms of this paragraph shall not apply to any lien foreclosure proceedings instituted by Otak in the appropriate court where the Project is located.

As a condition precedent to arbitration or litigation, any claim arising out of or related to this Agreement shall be subject to mediation before a single mediator as agreed by the parties, or in the absence of agreement, in accordance with the current

Construction Industry Mediation Rules of the American Arbitration Association. The mediator's fee and filing fees shall be shared equally by the parties. The parties shall use their best efforts in good faith to resolve disputes in mediation.

9. If the project is idle more than 60 days, the estimated fees and scope of work will be reassessed. A revised estimate of fees and scope of work will be submitted for approval if such need arises.
10. All original documents prepared by Otak in performance of this Agreement, including, but not limited to, original maps, plans, drawings, electronic media and specifications, are the property of Otak, and Otak retains all applicable rights in such documents, including, but not limited to copyrights, unless otherwise agreed in writing. Otak understands that Client intends to use final design documents for various purposes, including future maintenance, GIS inclusions, and future public information requests, as well as for purposes related to construction engineering on the project, and for these purposes, Otak will provide final design documents and related electronic media. Any use of such documents or related electronic media, other than for the specific project described in the Attachments to this Agreement, without Otak's verification, adaptation, or written approval will be at Client's sole risk and without liability to Otak. Client shall indemnify and hold Otak harmless from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from such use.
11. The standard of care for all professional services performed or furnished by Otak under this Agreement will be the skill and care used by members of Otak's profession practicing under similar circumstances at the same time and in the same locality. Otak makes no warranties, express or implied, under this Agreement or otherwise, in connection with Otak's services.
12. To the fullest extent permitted by law, the following shall apply to Otak and Client:

Client shall defend, indemnify and hold harmless Otak and its related companies, and their respective representatives, officers, directors, shareholders, principals, agents, employees and subcontractors from and against all claims including damages, losses, expenses and reasonable attorney fees and costs, arising out of or relating to the following: (a) development of this project where such claims, damages, losses, or expenses are based solely on the negligence or willful misconduct of Client and/or its principals, agents, employees, representatives and subcontractors; (b) Client's use of documents prepared by Otak for projects other than the project which is the subject of this Agreement, without Otak's involvement or written consent; (c) existence of hazardous substances at or adjacent to the project; and (d) any certificate in connection with the project executed by Otak at the request of a governmental entity, lender or other third party, except to the extent claims arising from such certificate are the result of the negligence or intentional misconduct of Otak.

Otak shall defend, indemnify and hold harmless Client and its respective representatives, officers, directors, shareholders, principals, agents and employees from and against all claims made by third parties including damages, losses, expenses, and reasonable attorney fees and costs arising out of or relating to the development of this project where such claims, damages, losses, or expenses are based solely on the negligence or willful misconduct of Otak, and/or its principals, agents, employees, representatives, or subcontractors in performing its and/or their services as provided in the scope of services per paragraph 1.

In no event shall Otak be liable for special, indirect or consequential damages, including, but not limited to, loss of use of equipment or facility, lost profits, etc. The limits of liability throughout this Agreement will apply whether the liability of Otak arises under breach of contract or warranty; tort, including negligence; professional negligence; strict liability; statutory liability; or any other cause of action, except for willful misconduct or gross negligence and shall apply to Otak's related companies and its and their officers, directors, shareholders, employees and subcontractors.

Notwithstanding anything to the contrary herein, no shareholder, principal, member, officer, director, partner, employee or other representative of Otak shall have any personal liability to Client, or any other party arising out of or relating to this Agreement.

13. Otak shall be free from any liability for delay or failure of providing the services contemplated by this Agreement which arise from any acts of God or any actions outside of Otak's control and without its fault or negligence. Such causes include without limitation: strikes, lockouts, or labor troubles of any kind, accidents, fire, earthquake, civil commotion, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers, suspension of shipping facilities, any act or default of a carrier. In such a situation, if the services contemplated by this Agreement are not provided during the period contracted for, Client shall accept the services and pay for the same when provided so long as a mutually acceptable revision is made to the scope of services and compensation.
14. Due to the potential for modification of information set forth in electronic data transfer, Otak has retained copies of the transmitted data with file name, size, date and time. If the received data is modified, Otak requires the Client and/or Client's authorized recipient to remove all indication of Otak's ownership and/or involvement from such modified data.

Unless otherwise agreed to in writing, Client and/or Client's authorized recipient shall be responsible for determining the compatibility of Otak's data with Client and/or Client's authorized recipient's software and for the interception and elimination of any computer virus. Otak makes no warranty of data compatibility with Client and/or Client's authorized recipient's software.

Distribution of the electronic data to others by Client and/or Client's authorized recipient, whether or not electronic data is modified, is prohibited without the express written consent of Otak.

To the fullest extent permitted by law, Otak shall not be liable for any damages, including without limitation, direct, indirect, incidental, or consequential damages to any party resulting from the following: (a) the use of electronic data which is modified by any party other than Otak; (b) either the incompatibility of Client and/or Client's authorized recipient's software with Otak data or the existence of any computer virus which is transmitted with Otak's data; or (c) the unauthorized use of Otak's electronic data.

To the fullest extent permitted by law, Client and Client's authorized recipient agree to defend, indemnify and hold harmless Otak, its related companies and its and their principals, officers, directors, shareholders, agents, employees and subcontractors from and against any claims arising out of the unauthorized use or modification of Otak's electronic data.

All electronically transferred data from Otak will contain Paragraph 14. It is expressly understood and agreed that any use of the electronic data is conditioned upon the acceptance of the terms stated in Paragraph 14. Client and/or Client's authorized recipient agrees to be bound by these terms.

15. Otak shall have no responsibility for, or control over, the safety precautions employed by others in the development or construction of this project, nor shall Otak have responsibility for, or control over, the manner, methods and techniques employed by others in any development or construction relating to this project unless otherwise agreed in writing.
16. To the extent Otak's duties under this Agreement include project site observation and/or visitation, Otak shall visit the site at intervals appropriate to become generally familiar with the quality and progress of the project. Otak shall not be required to make continuous or exhaustive inspections to check the quality or quantity of the work being done on the project, unless otherwise agreed in writing.
17. Any causes of action between the parties to this Agreement arising out of any damages or losses caused by the negligent performance of, or failure to perform under, this Agreement, shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of substantial completion of the project.
18. Otak shall have no fiduciary responsibility to Client. Nothing in this Agreement shall be construed as creating contractual obligations between Otak and any third parties, including, but not limited to, Client's consultants, contractors and clients.
19. The parties hereto each bind themselves, their partners, successors, assigns and legal representatives of such other party in respect to all terms of this Agreement. Neither party shall assign the contract as a whole without written consent of the other.
20. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written and oral, courses of dealing, or other understandings between the parties. No modification of this Agreement shall be binding unless in writing and signed by both parties. The term "Agreement" as used herein includes this document (entitled "Professional Services Agreement"), and Attachment A—Scope of Services, dated August 19, 2015 attached hereto.
21. Except to the extent of its gross negligence or willful misconduct, Otak has no liability or responsibility for any hazardous material handling, dispensation, mitigation or otherwise.

This Agreement entered into this 24th day of August, 2015.

Otak, Incorporated

Twin Falls Urban Renewal Agency

By: _____

By: _____

Name: Amanda C. Roberts

Name: Dan Brizee

Title: Principal

Title: Chairman of the Board

Federal Tax ID No. or SS #: _____

ATTACHMENT A

SCOPE OF SERVICES

FINAL DESIGN/ENGINEERING SERVICES

Otak Project No. 32443

August 20, 2015

Main Avenue Area Redesign Project

Twin Falls, Idaho

Project Understanding

The Main Avenue Area Redesign project will reconstruct five blocks of Main Avenue, from Fairfield to Jerome and develop a new civic plaza for Downtown Twin Falls known as the Downtown Commons. The project is being funded through the Twin Falls Urban Renewal Agency. The replacement of transportation infrastructure and streetscape improvements will enhance Downtown for redevelopment and economic revitalization. The Hansen Street extension, which will connect the street from 2nd Avenue E to 2nd Avenue S, will enhance access to available parking in the Downtown and enhance multi-modal connectivity to destinations north and south of Main Avenue.

Otak, Inc. is being retained by the Urban Renewal Agency to complete final design and engineering for the project and to prepare construction documents in the form of plans, specifications, and construction cost estimates (PSE). Otak recently completed preliminary design work, which will serve as the basis for final design. Specific project elements for which final design will be provided are listed below.

It is anticipated that the project elements will be constructed in three phases. See Attachment B for a diagram of potential construction phases. Please note that final decisions on phasing are pending.

Otak will serve as the prime consultant, providing project management, civil engineering, landscape architecture and urban design, and community and stakeholder engagement for the project, with the following subconsultant support:

J-U-B Stormwater system hydraulic analysis that will prescribe sizing and other recommendations for the stormwater drainage system; electrical design for the street lighting and electrical hook-ups system; local logistical support and peer review; and support with project bidding. AEI will serve as a subconsultant to J-U-B, providing support to design of the street lighting and electrical system.

Hummel Architectural design for the restroom building and stage extending from the building; collaborative input on the Downtown Commons design. DC Engineering will serve as a subconsultant to Hummel, providing structural, mechanical, electrical, and plumbing design for the restroom building .

Refer to Attachment C for Otak Team Member Qualifications.

In parallel to this scope of work, J-U-B is completing final design/engineering for utilities replacement in the alley ways. Otak will continue to closely coordinate final design and engineering of the Main Avenue Area with J-U-B's work on the alley way improvements project.

Project Elements

Main Avenue Reconstruction—Five Blocks

- Full roadway demolition and reconstruction (asphalt) for the five blocks of Main Avenue between centerline of Fairfield and centerline of Jerome
- New curb, gutter, valley gutter, sidewalks (concrete), landscape/furnishings zone and curb bulbs/extensions at intersections
- Raised mid-block crossings
- Colored unit pavers in furnishings zones and for accent on Main Avenue
- Street trees and landscaping (includes soil/ irrigation) and base level of furnishings (tree grates, bollards, trash/recycling receptacles, benches, etc. for the streetscape)
- All pedestrian scale street lights replaced with similar design pole and fixture for the purpose of improving lighting conditions for pedestrians and with energy-efficient LED technology; secondary electrical circuit with outlets for events
- New stormwater drainage system/improvements
- Structural/water proofing details for underground vaults, basements, and coal chutes in the public right-of-way as applicable

Main Avenue Festival Street West of Hansen

- To half block in front of Downtown Commons
- Raised concrete street with bollards and furnishings (see list above under Main Avenue)
- Landscape, trees, irrigation
- Stormwater drainage improvements
- Illumination—pedestrian scale lighting

Main Avenue Festival Street West of Shoshone

- To half block in Front of Paris Building

- Raised concrete street with bollards and furnishings (see list above under Main Avenue)
- Landscape, trees, irrigation
- Stormwater drainage improvements
- Illumination—pedestrian scale lighting

Hansen Street Extension South to Parking Area

- Extension from Main southerly, across alleyway, and to parking area and reconstruction to create a new roadway accessing the parking area (new asphalt, curb, gutter, and sidewalk; does not assume a raised festival street in this area)
- Illumination—pedestrian scale lighting
- Landscape, trees, irrigation
- Stormwater drainage improvements
- Furnishings (see list above under Main Avenue)

Hansen Festival Street between Downtown Commons and New City Hall

- From Main Avenue North to Alley Way (Adjacent to Downtown Commons) and Raised Intersection at Hansen and Main
- Raised concrete street with bollards and furnishings (see list above under Main Avenue)
- Stormwater drainage improvements
- Landscape, trees, irrigation
- Illumination—pedestrian scale lighting

Hansen Street Roadway Segments North and South to the 2nd Avenues

- New curb, gutter, sidewalk, north of Downtown Commons to 2nd Avenue E.
- New roadway, curb, gutter, and sidewalk from parking area to the south to 2nd Avenue S.
- Curb bulbs/extensions all four corners at both 2nd Avenue intersections
- Stormwater drainage improvements
- Landscape, trees, irrigation
- Illumination—pedestrian scale lighting

Downtown Commons Plaza

- Basic concrete paving and installation of donated bricks; and some special paving around spray play feature of 12,500 square-foot plaza area
- Custom-designed restroom building with three stalls each side, deck stage in the middle, architectural treatments, storage area, access to Spray Play controls/system
- Lighting and electrical

- Spray play area with recirculation system, water cleaning/filtering, plumbing, and drainage per manufacturer recommendations and shop drawings
- Trees and landscaping (includes topsoil/planting medium and irrigation)
- Architectural trellis elements/screening and aesthetic treatment along blank wall
- Stormwater drainage improvements
- No furnishings assumed in base project; could be purchased separately

Alley Way Landscape, Irrigation, and General Clean Up between Gooding and Idaho Streets

- Design of new landscaping, irrigation, and general clean up of alley ways from Gooding to Idaho, on both sides of Main Avenue
- Paving, stormwater drainage, illumination design and bid packaging by J-U-B under separate contract
- Otak will provide plans, specifications, and cost estimate information for landscape and irrigation improvements

The total estimated construction cost for completion of the items listed above is \$7,480,000.

Scope of Work

Otak will complete the following final design and engineering scope of work (considered basic services for the project). Services related to communications and outreach also are included (considered supplemental services for the project).

This scope of work provides a description of services to be provided through completion of final design and engineering (100 percent) and support with project bidding and assumes two phases of the project will be bid separately. A proposal for services during construction can be provided in the future upon request.

I.0 PROJECT MANAGEMENT AND COORDINATION

1.1 Ongoing Coordination and Weekly Check-In Meetings with the Urban Renewal Agency and City of Twin Falls

Otak will coordinate with the staff and representatives of the Twin Falls Urban Renewal Agency and the City of Twin Falls on a regular basis to keep the City's project manager and staff leads informed about project issues and schedule. OTAK will assist in scheduling project related meetings, reviews, and other coordination activities needed to keep the project moving ahead. Weekly project check in meetings will be held via phone conferences, web meetings, and at times in-person meetings coinciding with monthly meetings described under 4.0 Community and Stakeholder Engagement.

Additional ongoing communications will include phone calls and emails.

1.2 Preparation of Project Work Plan and Schedule

Otak will prepare a detailed project work plan and schedule at the start of the project to define project goals and design criteria, and to discuss project approach, process and schedule with the design team. A project schedule (MS Project) will be developed and maintained on an ongoing basis.

1.3 Kick-off Meeting – Final Design

Key team members from Otak (up to three) will attend a day-long, in-person kick-off meeting for final design in Twin Falls. The kick-off meeting will review the scope of work, schedule, roles and responsibilities during design, design objectives, and other topics. Otak will prepare the agenda and record notes from this meeting. It is anticipated that various Urban Renewal Agency and City of Twin Falls staff/representatives and the J-U-B project lead will attend.

1.4 Design Coordination Meetings with City of Twin Falls Staff and Urban Renewal Agency Staff

Concurrently to the monthly meetings in Twin Falls described as part of Task 6.0, two members of the Otak team will coordinate and attend two half-day meetings with City of Twin Falls and Urban Renewal Agency representatives to coordinate on design details as the project progresses through final design. Otak will prepare an agenda for these meetings and document discussions in notes.

1.5 Design Coordination with Other Adjacent Projects (Alley Way work, City Hall)

During the course of final design (according to the schedule provided later in this scope of services), Otak will regularly coordinate with other adjacent projects, including the utilities and alley way work being designed by J-U-B and the city hall project being designed by Hummel Architects. J-U-B and Hummel Architects will be subconsultants to Otak for the Main Avenue Area Redesign project in addition to their role in leading their own work efforts. Otak will hold monthly project coordination meetings (web conferences) with these members of the project team and coordinate on an ongoing basis related to design work in progress. Specific design coordination will include interface between lighting and utility systems, design of the sidewalk/pedestrian realm around City Hall, and other efforts.

1.6 Evaluate Project Phasing and Construction Staging Options; Ongoing Technical Support to the Urban Renewal Agency

Otak will work with the Twin Falls Urban Renewal Agency to evaluate potential project phasing and construction staging options in alignment with available funding levels over the next few years. Otak will provide ongoing technical support to the Twin Falls Urban Renewal Agency in planning and coordinating Downtown improvement efforts.

1.7 Project Monitoring and Monthly Reporting to Client

Project management will include coordination of design team members, project scheduling, and ongoing monitoring of scope, schedule, and budget. Otak will prepare monthly progress reports to accompany monthly billing statements to the Twin Falls Urban Renewal Agency. The assumed duration of these services coincides with the schedule provided later in this scope of services.

2.0 FINAL DESIGN – CIVIL ENGINEERING

2.1 Confirm and Review Standards and Background Information Applicable to Final Design/Engineering

Otak will confirm, review, and apply the applicable engineering design standards to be referenced for the project, including City of Twin Falls, Idaho Department of Transportation, and other standards identified by Urban Renewal Agency and City staff.

Otak will review information being prepared by J-U-B related to geotechnical conditions, stormwater drainage conditions/hydraulic modeling, and underground utilities and structure locations. Otak will coordinate with J-U-B to confirm specific assumptions for design based on this information. Otak will identify potential utility conflicts and specific utility improvement needs to be included in the Main Avenue Area Redesign project based on this review. While it is assumed that J-U-B will complete the hydraulic analysis and calculations and prepare and submit related information required by the City for stormwater drainage improvements, Otak will design the actual stormwater drainage improvements (valley gutters, catch basins/inlets, conveyance, etc.) within the limits of the project as part of the roadway design tasks below.

2.2 Internal Design Coordination Meetings/Subconsultant Coordination

The Otak civil engineering team will facilitate internal design meetings, including meetings with subconsultants, on a regular basis to coordinate design work. The assumed duration for these services coincides with the schedule provided later in this

scope of services.

Otak will coordinate with and engage subconsultant technical support for the project through final design/engineering (to 100 percent completion), including the following:

- J-U-B providing hydraulic analysis and guidance for sizing of the stormwater system and improvements for Main Avenue, Hansen Street, and Downtown Commons (Otak will design the improvements based on recommendations on sizing from J-U-B)
- J-U-B and AEI will provide electrical engineering support for the design of the illumination (pedestrian scale street lighting) improvements on Main Avenue, Hansen Street, and Downtown Commons
- Hummel Architects will provide architectural design support for the restroom building in the Downtown Commons

2.3 Preparation of 60 Percent Civil Plans for Main Avenue/Festival Streets (Phases 1 and 2)

OTAK will prepare 60 percent level civil design plans for Main Avenue and the Festival Streets. and the Downtown Commons plaza. Plans will be prepared at a horizontal scale of 1"=20 feet and a vertical scale of 1"=5 feet. Vertical profile and cross-sections of the roadway also will be prepared. The 60 percent civil design plans will be coordinated and submitted to the Urban Renewal Agency and City for review. (Review comments will be addressed and incorporated into the 90 percent civil plans.) A schedule of sheets will be developed including:

- Existing conditions plans
- Horizontal layout/alignment
- Roadway paving, striping, signing plans and details
- Grading and erosion control
- Stormwater drainage plans and details
- Lighting/illumination and electrical plans and details
- Construction staging

2.4 Preparation of 60 Percent Civil Plans for Hansen Street/Festival Street (Phase 2)

OTAK will prepare 60 percent level civil design plans for Hansen Street, including the Festival Street between Downtown Commons and City Hall. Plans will be prepared at a horizontal scale of 1"=20 feet and a vertical scale of 1"=5 feet. Vertical profile and cross-sections of the roadway also will be prepared. The 60 percent civil design plans will be coordinated and submitted to the Urban Renewal Agency and City for review. (Review comments will be addressed and incorporated into the 90 percent civil plans.) A schedule of sheets will be developed including:

- Existing conditions plans
- Horizontal layout/alignment
- Roadway paving, striping, signing plans and details
- Grading and erosion control
- Stormwater drainage plans and details
- Lighting/illumination and electrical plans and details
- Construction staging

2.5 Preparation of 60 Percent Civil Plans for the Downtown Commons (Phase 2)

OTAK will prepare 60 percent level civil design plans for the Downtown Commons. Plans will be prepared at a horizontal scale of 1"=20 feet and a vertical scale of 1"=5 feet. Vertical profile and cross-sections of the roadway also will be prepared. The 60 percent civil design plans will be coordinated and submitted to the Urban Renewal Agency and City for review. (Review comments will be addressed and incorporated into the 90 percent civil plans.) A schedule of sheets will be developed including:

- Existing conditions plans
- Horizontal layout/alignment
- Paving and related details
- Grading and erosion control
- Stormwater drainage plans and details
- Lighting/illumination and electrical plans and details
- Construction staging

2.6 Preparation of Draft Outline Specifications (with 60 Percent Plans)

Otak will prepare draft outline specifications for the project to accompany the 60 percent plan set.

2.7 Completion of 90 Percent Civil Plans for Main Avenue/Festival Streets (Phases 1 and 2)

OTAK will advance the civil design plans for Main Avenue and the Festival Streets to the 90 percent level of completion, responding to review comments from the Urban Renewal Agency, City of Twin Falls, and Idaho Transportation Department (Shoshone vicinity review).

2.8 Completion of 90 Percent Civil Plans for Hansen Street/Festival Street (Phase 2)

Otak will advance the civil design plans for Hansen Street and the Festival Street on Hansen to the 90 percent level of completion, responding to review comments from the Urban Renewal Agency, City of Twin Falls, and Idaho Transportation Department (2nd

Avenue E and 2nd Avenue S vicinity review).

2.9 Completion of 90 Percent Civil Plans for the Downtown Commons (Phase 2)

Otak will advance the civil design plans for the Downtown Commons to the 90 percent level of completion, responding to review comments from the Urban Renewal Agency, and City of Twin Falls.

2.10 Completion of Full Draft Specifications (with 90 Percent Plans)

Otak will prepare full draft specifications for the project in the format required by the Urban Renewal Agency and City of Twin Falls.

2.11 Completion of 100 Percent Civil Plans and Specifications/Bid Set for Main Avenue/Festival Streets (Phases 1 and 2)

Otak will advance the civil design plans and specifications for Main Avenue and the festival street segments to 100 percent. This will be an update and round of revisions to the 90 percent plan set based on comments on that plans set (90 percent) from the Urban Renewal Agency, City of Twin Falls, and Idaho Transportation Department (Shoshone vicinity review). Details will be finalized at an appropriate scale to illustrate the level of detail needed for clarity. The 100 percent civil design plans will be coordinated and submitted to the Urban Renewal Agency and City for bidding purposes.

2.12 Completion of 100 Percent Civil Plans and Specifications/Bid Set for Hansen Street/Festival Street (Phase 2)

Otak will advance the civil design plans and specifications for Hansen Street and the Festival Street on Hansen to the 100 percent level of completion, responding to review comments on the 90 percent plan set from the Urban Renewal Agency, City of Twin Falls, and Idaho Transportation Department (2nd Avenue E and 2nd Avenue S vicinity review). The 100 percent civil design plans will be coordinated and submitted to the Urban Renewal Agency and City for bidding purposes.

2.13 Completion of 100 Percent Civil Plans and Specifications/Bid Set for the Downtown Commons (Phase 2)

Otak will advance the civil design plans for the Downtown Commons to the 100 percent level of completion, responding to review comments on the 90 percent plan set from the Urban Renewal Agency and City of Twin Falls. The 100 percent civil design plans will be coordinated and submitted to the Urban Renewal Agency and City for bidding purposes.

2.14 Preparation of Construction Cost Estimates (with 60, 90, and 100 Percent Plans)

Otak will prepare a summary of quantities for all bid quantities anticipated at the 60 percent level of design. The summary of quantities will be used as the basis for the construction cost estimate, prepared using historical unit prices from similar projects, City of Twin Falls cost data, and other current cost data. The construction cost estimates will be organized by project and project element to assist with continued budget updating. Otak will update the cost estimate at the 90 percent and 100 percent levels of design, the 100 percent design cost estimate will serve as the final cost estimate prior to bidding.

2.15 Technical Coordination with Idaho Department of Transportation, Utility Service Providers, and City Departments during Final Design

Otak will review topographic survey and location of utilities information provided by J-U-B under Task 2.1 above. Coordination with ITD, utility service providers and city departments during is covered under this task for the duration noted in the schedule for completion to 100%. For this scope of work, utility design will be limited to:

- Irrigation main line service and distribution systems (including connections to the public water system) and quick-coupler hose bibs within each block and at the Downtown Commons
- Spray play plumbing design (assumes connection to public water system and self-contained recirculation system with storage tank and filtering/cleaning components)
- Electrical connections and distribution for the street light system and separate electrical outlets for event hook-ups
- Stormwater collection and conveyance system for the area within the project limits (sized per recommendations from J-U-B)
- Water, sewer, and electrical hook-ups for the restroom building in the Downtown Commons
- No replacement of water mains or services, sanitary sewer, telecommunications, gas, or electrical services other than for the purposes listed above are included in the design and construction scope for the Main Avenue, Hansen Street Extension, and Downtown Commons work

ITD: Otak will coordinate with the Idaho Department of Transportation during final design. This assumes up to three (3) in-person meetings with ITD representatives to confirm right-of-way (ROW) permitting requirements, including requirements related to preparation of traffic control plans. Phone calls and email communications also are expected.

Utilities: While it is anticipated that most of the coordination with utility providers will occur under the separate contract with J-U-B for work in the alley ways, some additional coordination with utility providers will be needed under this scope of work. OTAK will coordinate with J-U-B, and with utility providers (water, sewer, electrical, gas, telecommunications, etc) during the course of design. In-person meetings will be timed with other project activities in Twin Falls, and it is anticipated that up to four (4) sets of concurrent (within a day) in-person meetings with utility providers/representatives will be needed, along with phone calls and email communications.

City: In addition to coordinating on stormwater drainage, water, and sewer within the project improvements area, Otak will coordinate with the City on specific irrigation and landscaping standards and requirements for the streetscape. Up to six (6) in-person meetings are anticipated, along with phone calls and email communications.

Meeting Scheduling for Efficiency: To economize on travel costs and work efficiently in final design, Otak will coordinate and schedule these meetings in advance. Meetings will be scheduled concurrently (within the scheduled timeframe for monthly meetings) as much as possible. Otak will develop agendas for all meetings and document meeting results in notes to the file.

3.0 FINAL DESIGN – LANDSCAPE ARCHITECTURE/URBAN DESIGN FOR MAIN AVENUE/FESTIVAL STREETS/HANSEN/DOWNTOWN COMMONS

3.1 Preparation of Illustrative Graphics and Presentation Materials Related to Downtown Commons and Streetscape Design

Otak will prepare illustrative design graphics, presentation, and display materials to advance the design details and decision making related to streetscape furnishings, paving details, splash pad design, plaza details, restroom building, tree selection, and landscaping. Illustrative design display and presentation packages will support meetings, briefings, and presentations described in Task 6.0.

3.2 Internal Design Coordination Meetings

This task covers landscape architecture/urban design staff involvement in design coordination meetings for the duration for completion final design is assumed for regular coordination efforts. The assumed duration for these services coincides with the

schedule provided later in this scope of services.

3.3 Preparation of 60 Percent Landscape Architectural/Urban Design Plans for Main Avenue/Festival Streets (Phases 1 and 2)

Otak will prepare 60 Percent level landscape architectural/urban design plans for Main Avenue including festival streets segments. Plans will be prepared at a horizontal scale of 1"=20 feet. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity. Anticipated work products will include:

- Streetscape furnishings plans and details
- Paving details (coordination with information shown in civil plans)
- Lighting and electrical (coordination with information shown in civil)
- Landscape plans and details
- Irrigation plans and details

3.4 Preparation of 60 Percent Landscape Architectural/Urban Design Plans for Hansen Street/Festival Street (Phase 2)

OTAK will prepare 60 percent level landscape architectural/urban design plans for Hansen Street, including the Festival Street between Downtown Commons and City Hall. Plans will be prepared at a horizontal scale of 1"=20 feet. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity. Anticipated work products will include:

- Streetscape furnishings plans and details
- Paving details (coordination with information shown in civil plans)
- Lighting and electrical (coordination with information shown in civil)
- Landscape plans and details
- Irrigation plans and details

3.5 Preparation of 60 Percent Landscape Architectural/Urban Design Plans for the Downtown Commons (Phase 2)

OTAK will prepare 60 percent level landscape architectural/urban design plans for the Downtown Commons civic plaza, restroom building, spray play, and other features. Plans will be prepared at a horizontal scale of 1"=20 feet. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity. Anticipated work products will include:

- Downtown Commons layout and design
- Architectural plans and details for restroom building
- Spray play layout and details (including plumbing per manufacturer)

recommendations and shop drawings)

- Paving details (coordination with information shown in civil plans)
- Plans and details for trellis/green screen feature along blank wall
- Lighting and electrical (coordination with information shown in civil)
- Landscape plans and details
- Irrigation plans and details

3.6 Support to Preparation of Draft Outline Specifications (with 60 Percent Plans)

Otak's landscape architecture/urban design staff will support the preparation of draft outline specifications for the project to accompany the 60 percent plan set.

3.7 Completion of 90 Percent Landscape Architectural/Urban Design Plans for Main Avenue/Festival Streets (Phases 1 and 2)

Otak will advance the landscape architectural/urban design plans for Main Avenue and the festival streets to the 90 percent level of completion, responding to review comments from the Urban Renewal Agency, City of Twin Falls, and Idaho Transportation Department (Shoshone vicinity review).

3.8 Completion of 90 Percent Landscape Architectural/Urban Design Plans for Hansen Street/Festival Street (Phase 2)

Otak will advance the landscape architectural/urban design plans for Hansen Street and the festival street on Hansen to the 90 percent level of completion, responding to review comments from the Urban Renewal Agency, City of Twin Falls, and Idaho Transportation Department (2nd Avenue E and 2nd Avenue S vicinity review).

3.9 Completion of 90 Percent Landscape Architectural/Urban Design Plans for the Downtown Commons (Phase 2)

Otak will advance the landscape architectural/urban design plans for the Downtown Commons to the 90 percent level of completion, responding to review comments from the Urban Renewal Agency, and City of Twin Falls.

3.10 Support for Completion of Full Draft Specifications (with 90 Percent Plans)

Otak's landscape architectural/urban design staff will assist in the preparation of full draft specifications for the project in the format required by the Urban Renewal Agency and City of Twin Falls, focusing on those elements pertinent to landscape, irrigation, and streetscape work.

3.11 Completion of 100 Percent Landscape Architectural/Urban Design Plans and Specifications/Bid Set for Main Avenue/Festival Streets (Phases 1 and 2)

OTAK will advance the landscape architectural/urban design plans for Main Avenue and the Festival Streets to the 100 percent level of completion, responding to the 90 percent review comments from the Urban Renewal Agency, City of Twin Falls, and Idaho Transportation Department (Shoshone vicinity review). The 100 percent plans will be coordinated and submitted to the Urban Renewal Agency and City for bidding purposes.

3.12 Completion of 100 Percent Landscape Architectural and Urban Design Plans and Specifications/Bid Set for Hansen Street/Festival Street (Phase 2)

Otak will advance the landscape architectural/urban design plans and specifications for Hansen Street and the Festival Street on Hansen to the 100 percent level of completion, responding to review comments on the 90 percent plan set from the Urban Renewal Agency, City of Twin Falls, and Idaho Transportation Department (2nd Avenue E and 2nd Avenue S vicinity review). The 100 percent plans will be coordinated and submitted to the Urban Renewal Agency and City for bidding purposes.

3.13 Completion of 100 Percent Landscape Architectural and Urban Design Plans and Specifications/Bid Set for the Downtown Commons (Phase 2)

Otak will advance the landscape architectural/urban design plans for the Downtown Commons to the 100 percent level of completion, responding to review comments on the 90 percent plan set from the Urban Renewal Agency and City of Twin Falls. The 100 percent plans will be coordinated and submitted to the Urban Renewal Agency and City for bidding purposes.

3.14 Support for Preparation of Construction Cost Estimates (with 60, 90, and 100 Percent Plans)

Otak's landscape architecture and urban design staff will support the preparation of cost estimates, including development of the summary of quantities for all bid quantities anticipated at the 60 percent level of design. This task also will support updates to the cost estimate at the 90 and 100 percent levels.

4.0 FINAL DESIGN – LANDSCAPE ARCHITECTURE/URBAN DESIGN FOR ALLEY WAYS BETWEEN GOODING AND IDAHO STREETS (SIX SEGMENTS)

4.1 Preparation of Illustrative Graphics and Presentation Materials Related to Downtown Commons and Streetscape Design

Otak will prepare illustrative design graphics, presentation, and display materials to advance the design details of the alley way improvements. Illustrative design display and presentation packages will support meetings, briefings, and presentations described in Task 6.0.

4.X Internal Design Coordination Meetings—Covered in 3.2 above.

4.2 Preparation of 60 Percent Landscape Architectural/Urban Design Plans for Alley Way Landscape and Irrigation Improvements

Otak will prepare 60 Percent level landscape architectural/urban design plans for the six segments of alley ways between Gooding and Idaho Streets. Plans will be prepared at a horizontal scale of 1"=20 feet. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity. Anticipated work products will include:

- Landscape plans and details
- Irrigation plans and details

4.X Support to Preparation of Draft Outline Specifications (with 60 Percent Plans)—Covered in 3.6 above.

Otak's landscape architectural/urban design staff will support the preparation of draft outline specifications for the project to accompany the 60 percent plan set.

4.3 Completion of 90 Percent Landscape Architectural/Urban Design Plans for Alley Way Landscape and Irrigation Improvements

OTAK will advance the landscape architectural/urban design plans for the six alley way segments from Gooding to Idaho Streets to the 90 percent level of completion, responding to review comments from the Urban Renewal Agency, and City of Twin Falls.

4.X Support for Completion of Full Draft Specifications (with 90 Percent Plans)—Covered in 3.10 above

Otak's landscape architectural/urban design staff will assist in the preparation of full draft specifications for the project in the format required by the Urban Renewal Agency and City of Twin Falls, focusing on those elements pertinent to landscape and irrigation.

4.4 Completion of 100 Percent Landscape Architectural/Urban Design Plans and Specifications/Bid Set for Alley Way Landscape and Irrigation Improvements

OTAK will advance the landscape architectural/urban design plans for the six alley way segments between Gooding and Idaho Streets to the 100 percent level of completion, responding to the 90 percent review comments from the Urban Renewal Agency and City of Twin Falls. The 100 percent plans will be coordinated and submitted to J-U-B for bidding purposes.

4.5 Support for Preparation of Construction Cost Estimates (with 60, 90, and 100 Percent Plans)

Otak's landscape architecture and urban design staff will support the preparation of cost estimates, including development of the summary of quantities for all bid quantities anticipated at the 60 percent level of design. This task also will support updates to the cost estimate at the 90 and 100 percent levels.

Note: phasing references in task descriptions above are tentative. Final decisions about construction phasing are pending.

5.0 SERVICES TO SUPPORT ADVERTISEMENT, BIDDING, AND AWARD

Bidding Assumption—It is assumed that the project will be bid in two separate phases/packages. If additional separate phases or bid packages are to be provided in the future, an amendment to this scope of work and contract will be required.

Bidding Assistance—This work will include support to the Urban Renewal Agency and the City to advertise and bid the project. After acceptance of the final design documents (100 percent plans and specifications) and construction cost estimate, Otak shall complete the following tasks, with support from J-U-B as a subconsultant to Otak. These services will be provided for each phase of bidding.

5.1 Pre-Bid Activities

Research potential contractors/bidders and coordinate and attend a pre-bid conference to generate interest in the project prior to bidding. We will maintain a record of potential contractors.

5.2 Advertisement

Assist in advertising for and obtaining bids or proposals for the project. We will review

and comment on final bidding materials (general contract provisions and bidding notice/advertisement). We will assist the City in maintaining a record of prospective bidders to whom bidding documents have been issued, and receive and process contractor deposits or charges for bidding documents.

5.3 Bidding Documents

We will facilitate electronic bidding through the applicable vendor service/system as directed by the Urban Renewal Agency and City. Hard copies of the plans and specifications/bid package can be made available for review at selected locations (up to three physical locations assumed).

5.4 Addenda

We will issue addenda as appropriate to clarify, correct, or change the bidding documents. We will respond to questions submitted during the bidding process. The scope of work assumes up to four (4) addenda may be prepared.

5.5 Review of Bids/Consultation

We will review bids and consult with the Urban Renewal Agency as to the acceptability of contractors, suppliers, and other individuals and entities proposed by prospective contractors for the project to which such acceptability is required by the bidding documents. If bidding documents require, we shall evaluate and determine the acceptability of “or equals” and substitute materials and equipment proposed by bidders.

5.6 Information and Assistance

We will provide information and assistance to the Urban Renewal Agency in the course of negotiations with prospective contractors.

5.7 Bid Opening

A representative from the engineering team will attend the Bid Opening. We also will prepare bid tabulation sheets and assist the Urban Renewal Agency in evaluating bids and assembling and awarding contracts for the project.

6.0 COMMUNITY AND STAKEHOLDER INVOLVEMENT

6.1 Project Advisory Committee Meetings

Otak will prepare for and attend additional Project Advisory Committee (PAC) meetings during the course of final design. Up to nine (9) PAC meetings are anticipated through completion of final design for both phases of work.

- September 2015
- October 2015
- November 2015
- December 2015
- January 2016
- February 2016
- March 2016
- April 2016
- May 2016

Additional PAC meetings during the remaining months of construction may be added later as part of services during construction. (Note: Although Otak is under contract with J-U-B to provide communications and outreach support; those services will now be provided through this contract as of September 1, 2015. Services prior to that time will be charged to the J-U-B contract.)

6.2 TFURA Board Briefings

Otak will prepare for, attend, and provide briefings/presentations through final design to the Urban Renewal Agency Board. Monthly attendance at up to nine (9) Board meetings (coincident with PAC meetings listed above) are anticipated.

- September 2015
- October 2015
- November 2015
- December 2015
- January 2016
- February 2016
- March 2016
- April 2016
- May 2016

Additional Board meetings during construction may be added later as part of services during construction. (Note: Although Otak is under contract with J-U-B to provide communications and outreach support; those services will now be provided through this

contract as of September 1, 2015. Services prior to that time will be charged to the J-U-B contract.)

6.3 City Council Briefings

Otak will prepare for, attend, and provide briefings/presentations through final design to the City Council. Six (6) City Council briefings are anticipated during final design and leading up to construction for each phase of work: at completion of 60 percent design, at completion of 90 percent design, and at completion to 100 percent and prior to start of construction. We anticipate scheduling this concurrently or in proximity to PAC and Board meetings.

6.4 Other Stakeholder and Property Owner Meetings

Otak will prepare for, attend, and facilitate additional stakeholder and property owner meetings. These will be schedule concurrently or in proximity to the meetings described above. Assumptions include:

- Up to ten individual property owner meetings scheduled over the course of 2-3 days concurrently with other meetings above during two different months (twenty meetings total). These will be to coordinate design adjacent to private properties and efforts such as driveway design, parking design/reconfiguration, landscaping, etc.
- One set of block by block meetings for each phase of work will be held after 60 percent plans are completed. This meeting series anticipates a week-long schedule of meetings with property owners, merchants, and representatives from each block of the project area. After 60 percent design and approaching 100 percent, it is anticipated that the level of stakeholder outreach will be limited in scope so that plans can be completed in a timely and efficient manner.

6.5 General Community/Public Meetings

Otak will prepare for, attend, and facilitate general community/public meetings held in proximity to other meetings described above. These may include participation at City Fair events. Two additional general community meetings are anticipated. One meeting (or participation in a City Fair event) would occur once 60 percent plans are completed. Another meeting would around 90 to 100 percent completion and prior to construction.

6.6 Ongoing Community Involvement/Outreach Support

Otak will continue to provide general assistance and community involvement support during the course of design. work efforts will include:

- Regular updates to the project website (assumes up to six additional updates during final design of the two phases of work).
- Refreshment of the storefront display materials at the Rogerson (or other location after demolition)
- Coordination with the City’s public relations specialist on public noticing and press relations
- Social media activities
- Various email notices out to stakeholder groups

The assumed duration of these services is from September 2015 through August 2016. Additional services during the remaining months of construction may be procured through an amendment to this scope of work and contract.

6.7 Construction Communications Plan

Otak will prepare a plan for communications and outreach before and during construction activities for the Main Avenue Area Redesign project. A primary purpose of the plan will be to prescribe methods and tools for communications and notification to the general public, downtown shoppers/customers, and stakeholders about the construction process—phasing, timing, extent of construction, suggested street access and parking during construction, and other expected activities, etc.

The plan will include specific methods, responsibilities, and timelines for communications and outreach activities. Such activities may include website communications, regular meetings during construction, preparation of flyers for customers, signing, media (television, radio, social media, etc.) outreach, construction ambassadors, and other options. Otak will prepare a draft plan for review and comment by the Urban Renewal Agency and City staff and then finalize the plan for implementation. Otak will seek input on the draft plan from the Project Advisory Committee.

DESIGN STANDARDS

- 2015 ISPWC, Twin Falls Revision of ISPWC
- Twin Falls City Code (including applicable building, mechanical, electrical, and other pertinent codes)
- Idaho Fire Code
- Idaho Department of Transportation (ITD) Standards*
- Twin Falls Downtown Streetscape Guidelines (not formally adopted; general guidance)*

- ITE Urban Thoroughfare Design Guidance*
- NACTO Urban Street Design Guide*
- AASHTO Standards as Applicable*

*The City of Twin Falls City Engineer will approve specific design standards, details, and dimensions for the project based on these reference sources. The preliminary design is based on dimensions previously approved by the City Engineer.

SUBCONSULTANT SERVICES

Subconsultant services will be provided by J-U-B Engineers and Hummel Architects, as described in the above scope of work. AEI will serve as a subconsultant to J-U-B to provide support with electrical and lighting design. Subconsultant services to Hummel Architects for structural engineering, as well as mechanical, electrical, and plumbing for the restroom building also are included (by DC Engineering as a subconsultant to Hummel).

POTENTIAL FUTURE SERVICES

Services during construction are not included in this scope of work. A separate proposal for these services can be provided upon request. It is customary for the design engineer to participate in the construction process and recommended for a successful outcome. Services that the design engineer typically performs includes: Respond to Requests for Information (RFIs) during construction.

- Review submittals associated with materials/products during construction.
- Conduct site visits to assess progress/coordinate field changes.
- Conduct a near-final completion walk-through and prepare a punch list of items for completion.
- Conduct a final walk-through to check completion of punch list items.

In addition, it is anticipated that the Urban Renewal Agency will retain construction monitoring/inspection services. This work can be coordinated with the utilities replacement/alleyway construction services during the period that both projects are concurrently underway, which could result in some cost efficiencies. The preferred approach and scope for this work will be confirmed in the coming weeks with the Urban Renewal Agency and City and added to the contract.

SCHEDULE

Design to 60 percent will occur concurrently for both phases. Design from 60% to 100% will be split into separate timelines. The project will be bid in two separate packages. Completion of the schedule below assumes that authorization to proceed will be issued on August 24, 2015.

Schedule also assumes the design for the Downtown Commons is on the Phase 2 schedule track.

Phase 1

Completion of 60 percent plans, outline specifications, and cost estimate	December 31, 2015
URA/City review of 60 percent plans/outline specifications	December 31, 2015 to January 15, 2016
Completion of 90 percent plans, specifications, and updated cost estimate	End of February 2016
URA/City review of 90 percent plans/outline specifications	First two weeks in March 2016
Completion of 100 percent construction documents for bidding	By late March 2016/early April 2016
Advertisement and pre-bid conference	Early April 2016

Phase 2

Completion of 60 percent plans, outline specifications, and cost estimate	December 31, 2015
URA/City review of 60 percent plans/outline specifications	April 15, 2016
Completion of 90 percent plans, specifications, and updated cost estimate	End of July/mid-August 2016
URA/City review of 90 percent plans/outline specifications	Mid-August to late August 2016
Completion of 100 percent construction documents for bidding	By Fall 2016
Advertisement and pre-bid conference	Fall of 2016 or late Winter 2017

Note: The plan for project phasing may change, which could result in adjustments to the schedule shown. Otak will proceed to a 60 percent level of completion of the entire project while phasing decisions are being finalized.

PROPOSED BUDGET—DESIGN FEES AND EXPENSES

The proposed budgets (design fees and expenses) for the tasks described above are listed below. These services, to be billed on a lump sum basis per task, include labor, reimbursable expenses, and subconsultant fees to complete the final design and prepare the project for bidding.

Task Number	Task Name	Budget Amount
1.0	Project Management and Coordination	\$71,950

Attachment A – Scope of Services

August 20, 2015, Continued

2.0	Final Design—Civil Engineering	\$299,740
3.0	Final Design—Landscape Architecture/Urban Design for Main Avenue, Festival Streets, Hansen Street, and Downtown Commons	\$195,906
4.0	Final Design—Landscape Architecture/Urban Design for Alley Way Segments from Gooding to Idaho	\$22,500
5.0	Services to Support Advertisement, Bidding, and Award	\$31,468
6.0	Community and Stakeholder Involvement	\$97,966
Subconsultant Support	J-U-B—for Civil Engineering Support (Stormwater Hydraulic Analysis)	\$20,000
	J-U-B/AEI—for Electrical Engineering for the Street Lighting/Electrical Hook Ups	\$36,054
	J-U-B—for Support with Project Bidding	\$25,000
	Hummel Architects—for Architectural Support for the Restroom Building Including Structural, Mechanical, Plumbing, and Electrical Engineering Support (by DC Engineering)	\$35,000
Reimbursable Expenses	Reprographics, deliveries, and other general exp.	\$6,500
	Travel	\$18,500
Management Reserve (5% Prime’s Basic Services)		\$35,000
	Total Estimated Design Fees and Expenses	\$895,584

Reimbursable Expenses Assumptions:

- Reimbursable for reproduction of plans, bid sets, specifications, reports, and other materials, deliveries, and postage
- Graphics/boards/community involvement materials
- Travel expenses including air, car rental, fuel, lodging, and per diem meals; assumes two people from Otak traveling to Twin Falls once per month for nine months (span of lodging)

varies based on meeting assumptions listed in Task 6.0), and some additional trips during final design/bidding for both packages

- Meetings will be consolidated/held during concurrent timeframes to minimize travel expenses

Design Costs as Percent of Construction Costs:

- The total estimated construction budget for improvements covered in this scope of work is \$7.48 Million.
- Proposed for basic services = \$744,118 (not including the management reserve or Task 6.0 Public and Stakeholder Involvement and related reimbursable expenses to that task for total of \$116,466 + \$35,000 = \$151,466). This is just below 10 percent of total projected construction budget for the area and elements being designed, but includes preparation of two separate bid packages rather than one.
- \$744,118 Basic Services + \$116,466 Supplemental Services + \$35,000 Management Reserve = \$895,584

ASSUMPTIONS

- The project will be designed and likely bid in two phases. The Downtown Commons portion of the project will be included in Phase 2.
- No topographic survey or mapping work is proposed; assumes topographic survey work completed by J-U-B will serve as base for design with no additional topographic survey assumed.
- No environmental or permitting work is assumed at this time (other than preparations for the ITD ROW permit coordination noted in Task 2.15).
- All improvements will occur within public right-of-way (under the jurisdiction of either City of Twin Falls or ITD) or property owned by the Twin Falls Urban Renewal Agency (Downtown Commons) within the project limits.
- No additional underground investigation, geotechnical, potholing are assumed beyond what J-U-B is currently completing.
- OTAK will provide five (5) sets of deliverables at the 60, 90, and 100 percent levels of completion.
- It is assumed that availability of bid sets will be coordinated through a local printer at separate cost to the Urban Renewal Agency (for bid sets to be ordered by prospective contractors through this service).
- Permit fees and utility fees as applicable are not included and will be paid by the Urban Renewal Agency.
- The scope of design is limited to the geographic areas and work elements described under "Project Understanding."

- Design of public art or any type of special design feature at Shoshone and Main (such as an overhead arch) is not included.
- Design of alley way area improvements will be limited to the vicinity of Downtown Commons and to driveway crossings at the ends of the alley ways; no other alley way improvement design, including irrigation, landscaping, or surface paving, is included within this scope of work. These services could be added as a future amendment.
- No traffic signals, pedestrian signals, or cobra head street lights are assumed to be part of the project.
- Utility related work is limited to the description in Task 2.15.

MaIN AVENUE

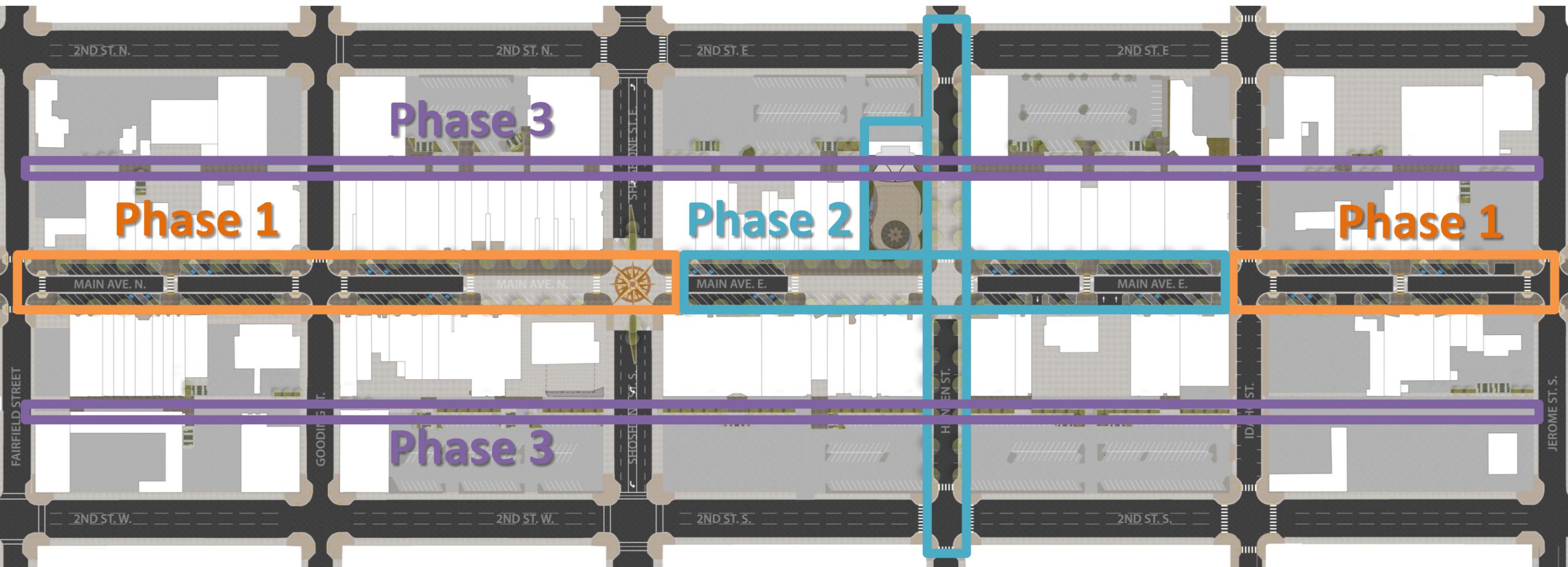
AREA REDESIGN PROJECT



Potential Project Phasing

Attachment B

August 20, 2015—Note: the potential phasing shown below is tentative and subject to change.



Note: Alley way landscape and irrigation enhancements will be designed by Otak for segments between Gooding and Idaho on both sides of Main Avenue. Lighting design between Fairfield and Jerome is already underway by J-U-B.

FINAL DESIGN CONTRACT—ATTACHMENT C

August 20, 2015

Main Avenue Area Redesign Project—Otak Team Members and Qualifications

Team Member Name	Company	Years of Experience	Expertise/Qualifications and Project Role
Mandi Roberts, PLA, AICP	Otak	30	Professional landscape architect, degree in landscape architecture from University of Idaho; in-depth knowledge of Idaho plants and trees; career focus in street design/streetscape work and community engagement. <i>Mandi will stay in role as primary contact for the project, with Nico Vanderhorst and Mark Cole as secondary points of contact. Mandi also will direct landscape architecture and urban design for the project and will lead community engagement efforts.</i>
Nico Vanderhorst, PE	Otak	24	Professional engineer (civil) with extensive experience in street design and public works construction projects, including public plazas and festival streets. Nico manages Otak's transportation and infrastructure practice. <i>He will be integrally involved in the project as the principal-in-charge and will direct civil engineering work.</i>
Mark Cole, PE	Otak	29	Professional engineer (civil) with extensive experience in street design and public works construction projects including public plazas and festival streets. Mark is licensed in Idaho and will be responsible for sealing Otak's plans. He will conduct quality control reviews and will provide technical insight and support to civil engineering tasks.
Touta Phengsavath, PE	Otak	17	Professional engineer (civil) with extensive experience in street design and public works construction projects including public plazas and festival streets. Touta brings thorough knowledge of stormwater drainage design, hardscape design, preparation of cost estimates, and construction plans and specifications. <i>Touta will serve as the day-to-day project engineer.</i>

Main Avenue Area Redesign Project—Otak Team Members and Qualifications			
Lori McFarland, PE	Otak	29	Professional engineer (civil) with extensive experience in street design and public works construction. Lori is an expert at construction procedures and has served on APWA’s Division I Committee for ten years, helping to formulate general special provision needs geared towards contracting needs of local agencies. She will be a special resource to the team related to construction staging and timing considerations, as well as outreach and communications procedures that the contractor can support (signing, etc.)
Mark Shelby, PLA	Otak	23	Professional landscape architect with experience in public space and streetscape design, water features and fountains, planting trees in urban areas, festival street design, pedestrian and bicycle facilities, sustainable design and low impact development, planting and irrigation design, and streetscape furnishings, pedestrian lighting. <i>Mark will provide day-to-day landscape architecture and urban design for the project.</i>
Ben Schneider	Otak	7	Ben is a landscape architectural professional with extensive experience in the design of streetscapes, plazas, parks, trails, and other projects. He is an expert at irrigation design and hardscape details. <i>He will provide ongoing support to the project, working closely with Mandi and Mark Shelby on landscape architecture and urban design.</i>
Finis Ray	Otak	2+	Finis recently completed his Masters of Landscape Architecture. He has been involved in the preliminary design of Main Avenue and has worked on other Otak street design projects. <i>He will provide design support for the landscape architecture/urban design work on the project.</i>
Mandy Flett	Otak	10+	Mandy is a community planner and technical project assistant who supports Otak’s work on a variety of projects. She is from Twin Falls and has a strong knowledge of the community and key stakeholders in downtown. <i>She will continue to support the community and stakeholder engagement efforts on the project.</i>

Main Avenue Area Redesign Project—Otak Team Members and Qualifications			
Supporting Staff	Otak	Varies	Other Otak staff, including engineers in training (EITs) and civil engineering support and production staff will support Otak’s work on the development of construction documents.
Gary Haderlie	J-U-B	12+	Gary has been working with Twin Falls for many years, managing, designing and administering construction for numerous critical projects in Twin Falls as well as many other clients. He has specifically been assisting the URA with projects over the last five years, and completed the initial downtown utilities assessment. Gary will continue to be the lead contact for J-U-B for final design and construction administration, supported by many other staff to prepare stormwater items, road sections, underground utility/features coordination and findings, lighting and electrical design, and overall bidding and contract documents.
Ivan McCracken	J-U-B	18+	Ivan brings specific expertise in street design, including design of street lighting systems within Twin Falls and other areas. Ivan also has experience on other downtown and urban projects, as well as preliminary work done in the downtown Twin Falls area. Most recently Ivan has been assisting Gary on the alleyway project with utility coordination, and lighting design and layout. <i>Ivan will continue in these roles assisting with lighting layout review, plan review and traffic and road section questions as well as filling in when Gary is gone.</i>
Alexandra Rasband	J-U-B	EIT	Alex is an EIT in J-U-B’s Twin Falls office and has been part of all of the discussions and team meetings on the alleyway project. She has assisted with utility coordination, prepared stormwater modeling and sizing, and has been instrumental in assisting with building owner coordination and underground features. <i>She will be a valuable asset to our team as she continues in her role assisting with stormwater design, underground investigation, and assistance with other misc. tasks.</i>

Main Avenue Area Redesign Project—Otak Team Members and Qualifications			
Ray Watkins	AEI	26+	Ray has extensive electrical and street lighting design experience. <i>He and his staff will be assisting with the electrical and lighting design for the Main Avenue project.</i>
Bert Nowak	J-U-B	30	Bert has been serving as the project surveyor and <i>will continue to assist the team, answering survey and topo questions.</i>
Ed Ankenman	J-U-B	22+	Ed has extensive experience with municipal infrastructure and construction observation. He has inspection certifications from ITD to oversee all necessary testing requirements. He is an invaluable member of J-U-B's team and has worked on other projects in Twin Falls. He has already come several times to the downtown area documenting with pictures, notes, and other good ideas for construction techniques and practices on the alleyway project. <i>Ed will assist with constructability concerns and can provide observation during actual construction if these services are added to the contract.</i>
Clint Sievers	Hummel	11	Clint is the architect leading the Twin Falls City Hall project. <i>He will be the lead for the restroom building design in Downtown Commons, with the objective of creating aesthetic continuity with City Hall.</i>
Brian Coleman	Hummel	5	<i>Brian will provide architectural support for the restroom building.</i>
Trevor Larson	DC Engineering	6	Electrical engineer. <i>Trevor will provide electrical design for the restroom building/Downtown Commons.</i>
Tim Ross	DC Engineering	5	Mechanical/plumbing engineer. <i>Tim will provide mechanical and plumbing engineering for the restroom building.</i>
Joe Chapman	DC Engineering	13	Structural engineer. <i>Joe will provide structural engineering for the restroom building.</i>

Please note: Core team members have university-level educations and degrees relevant to their areas of expertise.



Date: August 24, 2015

To: Urban Renewal Agency of the City of Twin Falls

From: Melinda Anderson, Executive Director

Request:

Consideration of a request to approve a professional services agreement with Materials Testing & Inspection for \$2,831 to complete the contaminant assessment of the Rogerson prior to demolition.

Background:

Earlier this year Columbia Testing did a visual inspection of potential asbestos in the Rogerson and abated material from the boiler and basement water lines. Last month a demolition contractor experienced with old building demolition toured the Rogerson to get an understanding of the building. He mentioned that in his expert view we haven't completed the assessment for contaminants and encouraged TFURA to complete that before demolition begins as it would be more expensive at that time to stop and abate before resuming demolition.

MTI provided the attached proposal to complete the assessment process. MTI will check for all possible contaminants such as lead paint or other materials. They will 'dig in' to areas that are not seen from a visual inspection so samples can be removed and tested. The report will include their assessment of what may need to be abated prior to demolition.

If approved, MTI would complete the sampling by Aug. 30 and have a complete report to us by September 15.

Approval Process:

Approval by a quorum of the Board in open meeting.

Budget Impact:

Funding is available in the RAA 4-1 budget.

Conclusion:

Staff recommends the Board approve MTI agreement.

Attachments:

1. MTI proposal & agreement



Environmental Services Geotechnical Engineering Construction Materials Testing Special Inspections

TWIN FALLS URBAN RENEWAL AGENCY

PHONE: 208.735.7240

MELINDA ANDERSON

E-MAIL: MANDERSON@TFID.ORG

P.O. Box 1907
Twin Falls, Idaho 83303

Re: Proposal for Asbestos and Lead-Based Paint Services
Rogerson Building
Main St. & Hansen Ave. Twin Falls, Idaho

In response to the August 17, 2015 request from Melinda Anderson of Hummel Architects addressed to Karl Languirand of Materials Testing and Inspection, Inc., MTI is pleased to submit the following proposal for the performance of an asbestos and lead-based paint survey at the above referenced site prior to demolition. The survey will be conducted to provide documentation regarding the presence of any of the items indicated above at the subject site. Proof of Workman's Compensation, Professional Liability and General Liability Insurance from the respective companies or agencies can be provided for your use upon award of a contract. The services to be provided for the two story office building with basement include the following:

- Sampling suspect Asbestos Containing Building Material (sACBM) not identified by previous inspections; the current inspection, by MTI will employ destructive techniques to located and collect sACBM by AHERA certified inspectors;
- Analysis of sACBM will be conducted by our In-house Microscopist trained in asbestos mineral identification by the McCrone Institute and AIHA proficient certified Laboratory;
- Conduct an inspection of painted surfaces for Lead Based Paint (LBP) by an EPA certified Risk Assessor via an X-Ray Fluorescence Spectrometer (XRF);
- Collection and analysis of a Total Characteristic Leachate Procedure (TCLP) for lead disposal requirements;
- Provide a report that summarizes our findings and includes the sample results.

It is proposed that the fee for the asbestos and lead-based paint survey and the above services be determined on a unit rate basis. The remainder of services (if any) will be provided in accordance with the attached MTI Schedule of Services and Fees for Asbestos and Lead-Based Paint Survey Services, which are incorporated into and made part of this proposal.

If this proposal meets with your approval, please sign the attached Professional Service Contract and return to MTI. MTI appreciates this opportunity to be of service to you. Please feel free to contact us to answer any questions you may have concerning this proposal

Respectfully submitted,
MATERIALS TESTING AND INSPECTION, INC.

Karl Languirand, P.G.
Environmental Services Manager

Attach: Schedule of Services and Fees
Professional Services Contract



- Environmental Services Geotechnical Engineering Construction Materials Testing Special Inspections

SCHEDULE OF SERVICES & FEES

For Asbestos and Lead Services

The following estimated fees for your project are based upon the items and quantities quoted (this is not a "Not to Exceed" quote). All services and fees which are beyond the scope of this estimate will be charged at our standard rates. If you have any questions, please call our office at (208) 376-4748.

	RATE	UNIT/HR	SUBTOTAL
PROFESSIONAL SERVICES			
Environmental Professional (on site)	\$70.00	10	\$700.00
Project Management	\$85.00	2	\$170.00
Report Preparation	\$80.00	2	\$160.00
SUBTOTAL			\$1,030.00
ASBESTOS LABORATORY SERVICES			
Asbestos Bulk Sample Analysis (PLM)	\$20.00	57	\$1,140.00
Asbestos Bulk Sample (Point Count Method)	\$40.00	0	\$0.00
SUBTOTAL			\$1,140.00
LEAD LABORATORY SERVICES			
Lead Analysis-Flame AA (EPA 7421) or ICP (EPA 6010)	\$25.00	0	\$0.00
XRF	\$125.00	1	\$125.00
Lead TCLP Extraction Analysis (EPA 1311/6010)	\$110.00	1	\$110.00
SUBTOTAL			\$235.00
MISCELLANEOUS SERVICES			
CADD Operator	\$45.00	3	\$135.00
Mileage	\$0.65	140	\$91.00
Per Diem	\$35.00	1	\$35.00
Expendable / Equipment	\$100.00	0.75	\$75.00
Registered Environmental Assessor	\$85.00	0	\$0.00
Mobilization To and From (Hourly Rate)	\$45.00	2	\$90.00
SUBTOTAL			\$426.00
ESTIMATED PROJECT TOTAL			\$2,831.00



- Environmental Services
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PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into effective this Monday, August 17, 2015 by and between the Twin Fall Urban Renewal Agency ("CLIENT") and MATERIALS TESTING & INSPECTION, INC. ("CONSULTANT") and is made with reference to the following facts and objectives:

RECITALS:

WHEREAS, CLIENT intends to have the CONSULTANT perform services described in the preceding in accordance with the Proposal (Exhibit "A") for the Property described in the preceding (hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of their mutual covenants, CLIENT and CONSULTANT herein agree, in respect of the performance of professional materials testing and construction inspection services by CONSULTANT and the payment for those services by CLIENT, as set forth below. Verbal authorization of work activities constitutes acceptance of this proposal, with its included terms and conditions.

- I. **SCOPE OF SERVICE.** The services to be performed by CONSULTANT under this Agreement are described in Exhibit "A" attached hereto, and incorporated herein by this reference as though fully set forth. Any estimated quantities contained in Exhibit "A" are estimates only and CLIENT agrees that CONSULTANT is entitled to payment for reasonable services rendered in excess of the estimated quantities and/or cost figures as described in Exhibit "A".
- II. **PAYMENTS TO CONSULTANT.** CLIENT shall pay CONSULTANT for the services rendered hereunder in accordance with the fee and payment schedule attached hereto as Exhibit "A". CONSULTANT shall submit monthly statements for services rendered and for reimbursable expenses incurred. Administrative and/or management time for report review and preparation, schedule changes, and other project related activities will be added to the inspector's/technician's time. All monthly statements submitted to CLIENT are due and payable at the time of the billing unless otherwise specified in this agreement. Statements unpaid 30 days after billing will incur interest charges of 1.5% per month (18% per annum). Statements unpaid 75 days after billing constitute a material breach of this agreement, and unless reasonably subject to dispute, entitle CONSULTANT (at its election) to terminate this Agreement by written notice to CLIENT. Upon CONSULTANT'S written termination of this agreement, CLIENT shall immediately pay all fees and charges due and owing under this agreement up to the date of termination and CONSULTANT shall have no further obligation to CLIENT. If CLIENT fails to make payments when due and CONSULTANT incurs any costs in order to collect overdue sums from CLIENT, CLIENT agrees that all such collection costs incurred shall immediately become due and payable to CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees, and expenses, court costs, collection bonds and reasonable CONSULTANT staff costs at standard billing rates for CONSULTANT'S time spent in efforts to collect. This obligation of CLIENT to pay CONSULTANT'S collection costs shall survive the term of this Agreement or any earlier termination by either party.
- III. **SERVICES.** CONSULTANT will act for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the professional practicing in the same or similar locality of the Project site. In the event CLIENT seeks services from CONSULTANT beyond those contained in Exhibit "A" attached hereto, CLIENT shall request those services in writing at least 10 days prior to the requested date of service. CONSULTANT shall not be obligated to perform the additional services requested by CLIENT except upon CONSULTANT'S written consent to perform said additional services. Additional services agreed to be provided by CONSULTANT shall be subject to all terms and conditions of this agreement.
- IV. **SAMPLE DISPOSAL.** Unless otherwise agreed to in writing, samples removed from Project site by CONSULTANT to its laboratory will, upon completion of testing, be disposed by CONSULTANT. CLIENT further agrees the cost for disposal of Hazardous Materials to include the characterization costs shall be borne by CLIENT.
- V. **CLIENT'S RESPONSIBILITIES.** CLIENT or CLIENT'S authorized representatives will provide CONSULTANT with all revised and updated plans, specifications, addenda, change orders, approved shop drawings and any other information necessary for the proper performance of CONSULTANT'S duties pursuant to this Agreement. CONSULTANT shall not be responsible for any errors and/or omissions in the performance of CONSULTANT'S work or services rendered resulting from CLIENT'S failure to provide CONSULTANT with revised and updated plans, specifications, addenda, change orders, approved shop drawings and other information for the proper performance of CONSULTANT'S duties. (CLIENT will arrange and provide access, as is deemed necessary, to each area in which it will be required for CONSULTANT to perform its work. CONSULTANT will not commence work prior to release by CLIENT (owner?). CONSULTANT cannot be held responsible for costs related to damage to or replacement of utility services.)
- VI. **INSURANCE.** CONSULTANT shall secure and maintain throughout the full period of this Agreement sufficient insurance to protect it adequately from claims under applicable Workmen's Compensation Acts and from claims for bodily injury, death or property damage as may arise from the performance of services under this Agreement. In addition, CONSULTANT shall secure and maintain throughout the full period of Agreement sufficient Professional Liability insurance to protect it adequately from claims arising from errors or omissions resulting from Professional Services.
- VII. **EXEMPTIONS OF CONSULTANT'S RESPONSIBILITIES.** CONSULTANT shall not be responsible for acts and/or omissions of any party or parties involved in the design or construction of the Project or the failure of any Contractor or Subcontractor to construct any aspect of the Project in accordance with the contract documents, or in accordance with recommendations contained in any correspondence or written recommendations issued by CONSULTANT. CONSULTANT is not authorized to revoke, alter, relax, enlarge or release any requirement of the Project's specifications or other contract documents, nor to approve or accept any portion of the work, unless specifically authorized in writing by CLIENT or his authorized representative. CONSULTANT shall not have the right of rejection or the right to stop work, except for such periods as may be required to conduct sampling, testing, or inspection of operations covered by this Agreement. CONSULTANT shall not be liable for damages resulting from the actions or inactions of any governmental agencies, including but not limited to, permit processing, environmental impact reports, governmental building inspections, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits and/or building permits.
- VIII. **CHANGES IN SCOPE OF WORK.** CLIENT, without invalidating this Agreement may order changes in the scope or character of services and/or work performed by CONSULTANT, either decreasing or increasing the amount of CONSULTANT'S work or services. All such changes in the work and/or services performed by CONSULTANT shall be authorized by a written change order signed by CLIENT and shall be performed under the applicable terms and conditions of this Agreement. CONSULTANT shall not be obligated to perform any changes in the scope or character of the work and/or services until CONSULTANT is in receipt of a written change order signed by CLIENT and signed by CONSULTANT indicating its agreement therewith.
- IX. **LIMITATION OF LIABILITY.** Should CONSULTANT or any of its professional employees be found to have been negligent in the performance of its work, or to have made and breached any express or implied warranty, representation or contract, CLIENT, all parties claiming through CLIENT and all parties



- Environmental Services
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claiming to have in any way relied upon CONSULTANT'S work, agree that the maximum aggregate amount of the liability of CONSULTANT, its officers, employees and agents shall be limited to \$25,000.00 or the total amount of the fee paid to CONSULTANT under this Agreement , whichever amount is less; or the limit of any optional, CLIENT-purchased insurance.

- X. **COMPENSATION FOR SERVICES RENDERED.** CLIENT recognizes that the estimate noted in Exhibit "A" (if provided) was obtained through a diligent evaluation of the contract documents, construction plans and specifications and scheduled discussions with the Owner, relevant subcontractors, the general contractor and design group members. CLIENT recognizes that the testing, inspection and the consulting engineering industry and the services rendered herein under this contract, are schedule driven and are as mandated by the scheduling and manning of the contractor(s). Should such items, including, but not limited to, the quantity of concrete placement, field or shop steel welding schedules, masonry placement days or additional charges for driller's services alter from that quoted within our proposal, CONSULTANT shall be entitled to compensation for services rendered.
- XI. **OVERTIME AND BILLING MINIMUM.** CLIENT recognizes the attached Exhibit "A" which, as appropriate, outlines billing minimums of two (2) hours for any services rendered on site. In addition, CLIENT recognizes that, on occasion, due to the schedule of the contractor or relevant subcontractors, occasional overtime will be encountered. Due to the nature of the construction business, CONSULTANT will have no notice of this until the day the said overtime occurs. According to the schedule as listed in Exhibit "A", CLIENT agrees to compensate CONSULTANT for such overtime.
- XII. **LIMITATION OF SERVICES PROVIDED.** The services provided pursuant to this agreement are intended solely for the use and benefit of the CLIENT as noted above. No other person or entity shall be entitled to rely on the services, opinions, recommendations, plans, or specifications provided pursuant to this agreement without the express written consent of CONSULTANT.
- XIII. **INDEMNITY.** CLIENT agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, agents and independent contractors harmless from any and all claims, suits or liability for personal injury, death, illness, property damage, damage to natural resources, fine or penalty arising or alleged to have arisen out of performance of CONSULTANT'S work to the extent that such claims or damages are due to the fault of the CLIENT, except to the extent due to gross negligence or intentionally wrongful conduct of CONSULTANT. CLIENT further agrees to compensate CONSULTANT for all costs, expenses and attorney fees reasonably incurred in defending any such claim. In the event CLIENT shall bring any action against CONSULTANT, to the extent CONSULTANT prevails in such action, CLIENT shall provide the same compensation.
- XIV. **PROVISIONS SEVERABLE.** The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions unenforceable or invalid. Nothing in the Agreement shall relieve any party from its responsibilities under law or contract.
- XV. **LOCATION OF AGREEMENT AND DURATION OF PROPOSAL.** Venue of any action arising out of or in connection with this agreement shall be in Ada County, Idaho. For purposes of any such litigation, each of the parties hereby consents to the jurisdiction of the state and federal courts in Ada County, Idaho. The attached Proposal shall remain valid and in effect for 180 days from the date written in below, unless withdrawn by CONSULTANT prior to acceptance.
- XVI. **DISCLAIMER OF WARRANTIES.** CONSULTANT makes no representations regarding any potential findings, conclusions, or recommendations on conclusion of CONSULTANT'S services. **CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED AS TO FINDINGS, RECOMMENDATIONS, SPECIFICATIONS OR PROFESSIONAL ADVICE.**

This agreement contains the entire and integrated Agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement cannot be amended or modified except by a written Agreement, executed by each of the parties hereto. This Agreement is governed by the laws of the state of Idaho.

The individual signing below represents and warrants that he/she has full authority to enter into this Agreement on behalf of CLIENT. If the individual below lacks such authority, he/she shall be personally responsible for payment of obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written, at Boise, Idaho.

Consultant:

Client:

Materials Testing & Inspection, Inc.

Company Name

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date: