



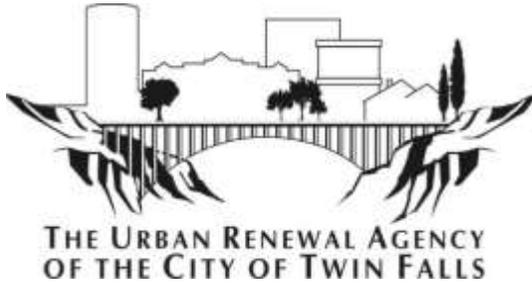
AGENDA
Special Meeting of the City of Twin Falls
Urban Renewal Agency Board
305 3rd Avenue East, Twin Falls, Idaho
City Council Chambers
Monday, November 30, 2015 at 12:00 pm.

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 an amended contract with Otak for \$43,700 to supply demolition engineering services for Rogerson building, Hansen Street, and the fountain area (see staff report) – Jesse Schuerman
 3. Adjournment:
 - a. Executive Session 74-206(1)(c) to acquire an interest in real property which is not owned by a public agency;
 - b. Executive Session 74-206(1)(e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.
 4. Adjourn. Next regular meeting: **Monday, December 14, 2015**
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**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: November 30, 2015

To: Urban Renewal Agency of the City of Twin Falls

From: Jesse Schuerman, URA Staff Engineer

Request:

Consideration of a request to approve an amended contract with Otak for \$43,700 to supply demolition engineering services for the Rogerson Building, Hansen Street, and the fountain area.

Background:

On November 9, 2015 Twin Falls Urban Renewal and City Council approved an agreement between TFURA and the City of Twin Falls to allow the City to manage the URA Rogerson/Hansen/Fountain Demolition Project through the statutory Construction Management General Contractor (CMGC) process. By combining Banner demolition and Rogerson demolition along with Hansen and the fountain area would result in the least impact to the public and lower the overall cost of demolition. The General Contractor will be contracted to bid out and oversee different components of a demolition package which Otak will design.

After speaking with the contracted Construction Manager (CMGC), Legal, and other City Staff we decided an acceptable path forward would be to amend Otak's Streetscape Contract to guide the demolition activities. This includes several scope of work changes detailed in the attached "Proposal for Professional Services" proposed by Otak.

A summary of the additional work is below:

1. Otak will provide management and coordination as the Prime Consultant, for Hummel, JUB, City of Twin Falls, and the CMGC to provide a refined demolition package to serve the project best.
2. Hummel will complete Rogerson Demolition Package in the AIA (American Institute of Architects) Contract format to conform to how the City's demolition package will be completed.
3. JUB will provide assistance to Otak and Hummel for disconnection, abandonment, preservation, and/or reconnection of existing utilities at the Rogerson Building site and in the Hansen Street right-of-way.
4. Design of construction temporary access road, pedestrian access ways, and construction fencing, to serve the work being managed by the CMGC.
5. Accounting for Hummel to attend and represent their work in future Urban Renewal Meetings and Project Advisory Committee meetings.

Approval Process:

The Board needs to meet in open session with a quorum available to approve a motion to accept the amended agreement.

Budget Impact:

The cost to hire this design work is \$43,700. The funds are available in RAA 4-1.

Conclusion:

Staff recommends TFURA board approve the agreement with Otak.

Attachments:

1. Proposal for Professional Services

Proposal for Professional Services

to Guide Demolition of the Rogerson Building and Existing Fountain and Plaza in the Hansen Street Right-of-Way (Southeast of Main Avenue to 2nd Avenue S.)

November 20, 2015

Introduction

Otak, Inc., Hummel, and J-U-B Engineers, Inc. will provide professional services to assemble plans and specifications to guide demolition activities to be performed by Starr Corporation, Construction Manager/General Contractor (CM/GC). This work pertains to demolition of the Rogerson building at the corner of Main Avenue and Hansen Street, removal of the existing fountain and plaza features to the south of the Rogerson Building (opposite Main Avenue), and construction of a temporary construction access way within the Hansen Street right-of-way where the fountain and plaza are currently located. These services will be provided under Otak's current contract with the Twin Falls Urban Renewal Agency (URA) through an amendment to that contract. Starr Corporation will be administering the bidding and demolition work as the Construction Management/General Contractor (CMGC) for this work.

Scope of Work

Team members will provide the following services for this amendment.

Hummel

- Hummel will prepare and provide drawings and specifications necessary for the complete demolition of the Rogerson building.
- Hummel will attend meetings and coordinate design with the project team. This scope includes attendance at monthly project advisory committee meetings for the Main Avenue project, as well as monthly URA board meetings, for six months (from November 2015 through April 2016).
- Hummel will incorporate provisions for hazardous material abatement or monitoring based on MTI's analysis and report (including monitoring by a NESHAP certified technician during demolition).
- Hummel will prepare the front-end portions of the contract documents (cover, index, general notes, etc.) and serve as the lead in pulling together the directing plans and specifications for bidding.
- Reinforcement of the wall between the Rogerson building and the adjacent business to the northwest will be needed. The exact extent is unknown. Since the URA has involved EHM Engineers to provide structural engineering guidance for this reinforcement,

Hummel will assume this has been adequately accommodated by EHM. Hummel will integrate the structural recommendations prepared by EHM for stabilization of the adjacent building wall into the demolition package. Any additional architecture structural design for the remaining wall is not included in this proposal.

Otak

- Otak will prepare drawings for the demolition of the existing fountain and plaza area in the Hansen Street right-of-way, from Main Avenue to 2nd Avenue South (plan view of demolition limits, construction fencing recommendations, pedestrian access plan for during demolition and for after demolition up to the point construction of Phase 1B is implemented, and traffic control plan).
- Otak will prepare a drawing for construction of a temporary construction access way for use by Starr during demolition and construction in the Hansen Street right-of-way, from Main Avenue to 2nd Avenue South.
- Otak will provide written directions pertaining to the structural fill material to be placed in the remaining basement excavation of the Rogerson, based on geotechnical guidance previously provided from J-U-B and EHM Engineers.
- Otak will provide technical specifications to be included in the demolition package prepared by Hummel.
- Otak will provide project management and coordination related to this scope of work. It is important to note that while Otak had budgeted time to prepare a demolition plan for Phase 1B, where this work is located, this proposal includes additional time and budget for Otak due to the following:
 - Development of this package constitutes a third bidding package not anticipated in Otak's scope for Phases 1A and 1B. Only two bidding packages were assumed.
 - Development of a temporary construction access way and delineated pedestrian access during the demolition (and design to support this) were not anticipated in Otak's scope for Phases 1A and 1B.
 - Coordination with Hummel, Starr Corporation, J-U-B, the URA, City, and others specifically pertaining to the demolition of the Rogerson building, demolition of the fountain/plaza area, a third package for bidding, and construction of temporary access road, fencing, and delineation of and pedestrian access ways was not anticipated in Otak's original Phase 1A and Phase 1B scope.

J-U-B

- J-U-B will provide coordination related to existing utility conditions in the alleyway and Hansen Street right-of-way. The City will provide best practices language to guide disconnection, abandonment, preservation, and/or reconnection of existing utilities at

the Rogerson Building site and in the Hansen Street right-of-way from the north side alleyway to 2nd Avenue South. (The need for detailed drawings from J-U-B is not anticipated within this scope.)

Meetings and Coordination

- Key team members will attend phone conference coordination meetings during the course of preparing guidance documents for demolition and during demolition.
- Team members will provide technical coordination with each other, Starr, and with URA and City staff in preparation of the demolition guidance.
- Hummel's scope includes attendance at monthly Project Advisory Committee and TF URA board meetings from November 2015 through April 2016.

Anticipated Schedule

The following schedule is anticipated (and is subject to confirmation and potential adjustment by Starr Corporation, the URA, City of Twin Falls, or others). This schedule is based on authorization of work from the URA by November 30, 2015.

- January 8, 2016: Team completes draft demolition guidance package (a six-week timeframe will be needed considering that the period of work spans the holiday season)
- January 15, 2016: Urban Renewal Agency and City staff provide review comments on demolition guidance package back to the team
- January 22, 2016: Team finalizes demolition guidance package for CMGC's use
- January 2016: CMGC could move forward to install construction fencing and signing in the demolition area to show the anticipation of demolition work starting soon.
- Late January/Early February 2016: CMGC could bid demolition work with the anticipation of starting demolition work later in the month
- Anticipated duration of demolition is approximately 6 to 8 weeks (to be confirmed by CMGC)

Assumptions

- No additional structural engineering is assumed; the team will consult with EHM on the recommendations and drawings already prepared for the URA.
- The aesthetics of the Rogerson shared wall will be part of the Downtown Commons design and will not degrade the structural backfill of the Rogerson or any structural properties of the wall.
- Reinforcement of the wall between the Rogerson building and the adjacent business to the northwest will be needed. The exact extent is unknown. Since the URA has involved

EHM Engineers to provide structural engineering guidance, Hummel will consult with EHM on their recommendations for structurally securing the wall and foundation in question. Any additional architecture, structural engineering, or design for the remaining wall beyond EHM's is not included in this proposal (to be discussed and addressed at a later date as part of the design of the Downtown Commons project).

- No additional geotechnical engineering is assumed; the team will reference the geotechnical report already prepared by J-U-B's subconsultant.
- It is understood that as-built drawings of the Rogerson building are not available. In lieu of as-built drawings URA/City staff will provide measurements and information to document existing conditions and dimensions of the building to be demolished. This proposal contains no on-site field verification or measuring of the existing building by the consultant team.
- Starr Corporation, the CMGC will administer the bidding and demolition work, and provide an estimate of costs of demolition and creation of the temporary construction access way via Hansen Street to 2nd Avenue South.
- The team requests the opportunity to observe existing conditions at the Rogerson site after building demolition is completed and before backfill has been installed.
- The team requests that Starr Corporation provide information documenting the remaining conditions (i.e. location and height of remaining foundation walls and other structural elements at the site, structural treatments to adjacent wall, etc.) upon completion of demolition.
- This proposal assumes no salvage of material during demolition. The demolition documents will be for the complete demolition and removal of the Rogerson building, fountain, and plaza elements in the Hansen Street right-of-way.
- Otak, Inc. will serve as the prime consultant in order to facilitate this scope of work under its current professional services agreement with the Twin Falls URA.

Draft Contractual Language to be Added to the Amendment to Otak's Professional Services Agreement

Given the nature and complexity of this work and the participation of multiple parties, Otak proposes the following added contract language to this Amendment to our Professional Services Agreement with the Twin Falls URA.

- Otak, Inc., and its subconsultants, partners, agents, and employees, shall not be liable to the Owner/Client (Twin Falls Urban Renewal Agency/URA), whether jointly, severally, or individually, in excess of the compensation paid to Otak, Inc. under this amendment to the professional services agreement \$43,700 as a result of any act or omission not amounting to a willful or intentional wrong with regard to the demolition work of this project.
- Otak, Inc. shall procure and maintain insurance policies with such coverages and in such amounts and for such period of time as required by and set forth in this amendment to the professional services agreement. The Owner/Client (Twin Falls URA) hereby agrees that to the fullest extent permitted by law, Otak Inc.'s total liability to Owner/Client (Twin Falls URA) for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the demolition work of the project that is the subject of this amendment to the professional services agreement from any cause or causes, including but not limited to Otak Inc.'s negligence, errors, omissions, strict liability, breach of contract, or breach of warranty (hereafter "Owner's/Client's claims"), shall not exceed the total sum paid on behalf of or to Otak, Inc. by its insurers in settlement or satisfaction of Owner's/Client's (Twin Falls URA's) claims under the terms and conditions of Design Professional's insurance policies applicable thereto. If no such insurance coverage is provided with respect to Owner's/Client's (Twin Falls URA's) claims, then Otak, Inc.'s total liability to Owner for any and all such uninsured Owner's claims shall not exceed \$43,700
- Owner/Client (Twin Falls URA) hereby agrees that to the fullest extent permitted by law, Otak, Inc. shall not be liable to Owner/Client (Twin Falls URA) for any special, indirect, or consequential damages whatsoever, whether caused by Otak, Inc.'s negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.

Fees for Professional Services

The following fees are proposed for the above described services, including labor and reimbursable expenses.

Hummel	\$24,200 for drawings and specifications related to Rogerson building demolition including preparation of front end information, participation in monthly Project Advisory Committee and Urban Renewal Agency Board meetings through April 2016, and coordination with the team/Starr/URA/City.
Otak	\$16,500 for drawings specifications related to plaza demolition and construction of temporary access way in Hansen Street right-of-way, project management and coordination with the team/Starr/URA/City.
J-U-B	\$3,000 for utility coordination and coordination with the team/Starr/URA/City.
Total:	\$43,700