



AGENDA
Regular Meeting of the City of Twin Falls
Urban Renewal Agency Board
305 3rd Avenue East, Twin Falls, Idaho
City Council Chambers
Monday, December 12, 2016 at 12:00 pm.

URBAN RENEWAL AGENCY BOARD MEMBERS:

Dan Brizee Chairman	Dexter Ball Vice-Chairman	Neil Christensen Secretary	Perri Gardner	Bob Richards	Gary Garnand	Brad Wills
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Call Meeting to Order

Consideration of Amendments to the Agenda

Agenda Items:

1. Consent Agenda:
 - a. Review and approval of minutes from the November 14, 2016 regular meeting.
 - b. Review and approval of the December 2016 financial report.
 2. Executive Director's Report (see report) – Nathan Murray
 3. Downtown Art Subcommittee Update – Leon Smith
 4. Consideration of a request to approve the Schedule of Regular Meetings for 2017 - Nathan Murray
 5. Consideration of a request to approve an agreement between TFURA and CH2M in the amount of \$385,000 for Owner Representation Services associated with the Construction Phase of the Main Avenue Project – Nathan Murray
 6. Public input and/or items from the Urban Renewal Agency Board or staff.
 7. Adjournment to Executive Session
 - a. 74-206(c) for the purpose of deliberating labor negotiations or acquisitions of interest in real property not owned by a public agency.
 8. Adjourn. Next regular meeting: **Monday, January 9, 2017 @ 12:00 pm**
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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.***



MEETING MINUTES

November 14, 2016

The Urban Renewal Agency held its regular monthly meeting at 12:00 p.m. this date in the Twin Falls City Council Chambers located at 305 3rd Avenue East, Twin Falls.

Present:

Dan Brizee
Dexter Ball
Neil Christensen
Perri Gardner (arrived late)
Bob Richards
Gary Garnand
Brad Wills

URA Chairman
URA Vice Chairman
URA Secretary
URA Member
URA Member
URA Member
URA Member

Absent: None

Also present:

Nathan Murray
Jesse Schuerman
Lorrie Bauer
Brent Hyatt
Meghan Conrad
Travis Rothweiler
Mitch Humble
Don Hall
Paul Johnson
Gary Haderlie
Curtis Eaton

Executive Director
Urban Renewal Engineer
City Administrative Assistant
City Assistant Finance Officer
Elam & Burke
City Manager
City Deputy City Manager
City Council Liaison to URA
CH2M
JUB Engineers
Citizen of Twin Falls

Chairman Brizee called the meeting to order at 12:02 p.m. He asked if there were any amendments to the agenda. A discussion regarding creating a process/plan for approving downtown art projects was requested. Bob Richards moved to add the agenda item and Gary Garnand seconded the motion. Roll call vote showed that all board members present voted in favor of the motion. This new agenda item will be discussed following the Consent Agenda.

Agenda Item 1 - Consent Agenda: a) Review and approval of minutes from the October 10, 2016 regular meeting and b) Review and approval of the November 2016 financial report.

Gary Garnand moved to accept the consent agenda as written and Neil Christensen seconded the motion. Roll call vote showed that all board members present voted in favor of the motion.

Added Agenda Item – Creating a Plan for Approving Downtown Art Projects to the Agency.

The Agency Board would like to see more structure in the downtown art project presentations. It was requested that the Art Subcommittee establish a plan that would include ideas as well as their costs.

Including the City in art-fund conversations was recommended. The committee will update the Board at the next meeting.

Agenda Item 2 - Executive Director's Report.

Executive Director, Nathan Murray, reported on various active subjects as noted in his report supplied with the board packet. There were no questions or comments.

Agenda Item 3 – Alleyway Utilities Progress Update (City's Project).

Gary Haderlie of JUB shared that the City's alleyway project was rebid and Eureka Construction was the successful bidder. The having the sewer services separated from the initial project package and prolonging the schedule helped to greatly lower the bids. As the project moves forward, communication will continue to be a high priority to prevent any detrimental effects on downtown businesses.

Agenda Item 4 – Main Avenue Progress Update.

Owner's Representative, Paul Johnson of CH2M, presented their monthly update as supplied with the board packet. In summary: Otak has submitted the final designs and they are currently being reviewed; In February or March of 2017, after Guho bids the work to various subcontractors, a construction guaranteed maximum price contract amendment will be presented; Project governance approval levels will need to be discussed and decided before moving into the construction phase; Sidewalk repair, just outside the Main Ave. project limits, may be possible if any contingency money remains; and, the project is on schedule.

Agenda Item 5 – Consideration of a request to approve a contract with Guho Construction to provide Construction Management and General contractor (CM/GC) Services to complete the buildout of the Main Avenue Project.

Paul Johnson explained that the project is currently estimated between \$6 and \$6.5 million and the CM/GC fee is a percentage of the overall cost. If this contract is approved today, an amendment will be added after the guaranteed maximum price is prepared which will also include the construction contract cost and scope. Gary Garnand moved to approve the contract as submitted and Bob Richards seconded the motion. Roll call vote showed that all board members present voted in favor of the motion.

There was discussion and confirmation regarding the project budget and talk regarding CH2M's need for preparing a contract for project oversight during the construction phase.

Agenda Item 6 - Public input and/or items from the Urban Renewal Agency Board or staff.

None.

Agenda Item 7 - Adjourn.

The meeting adjourned at 12:48 pm.

Next regular meeting: Monday, December 12, 2016 @ 12:00 pm.

Respectfully submitted,

Lorrie Bauer
Administrative Assistant

Urban Renewal Agency of the City of Twin Falls, ID
P&L Over (Under) Budget - YTD

October through November 2016

	Oct - Nov 16	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Washington Fed. Bond Proceeds	0.00	5,099,861.00	-5,099,861.00	0.0%
Line of Credit Adv. - Clif Bar	424,199.32	606,000.00	-181,800.68	70.0%
Investment Income	4,431.51	9,500.00	-5,068.49	46.6%
Property Taxes	15,668.46	9,311,977.00	-9,296,308.54	0.2%
Rental Income	74,996.31	456,483.00	-381,486.69	16.4%
Total Income	519,295.60	15,483,821.00	-14,964,525.40	3.4%
Gross Profit	519,295.60	15,483,821.00	-14,964,525.40	3.4%
Expense				
RAA 4-1				
Main Ave.	58,338.04			
Rogerson Building	0.00			
Downtown Development	238.13			
RAA 4-1 - Other	0.00	9,082,615.00	-9,082,615.00	0.0%
Total RAA 4-1	58,576.17	9,082,615.00	-9,024,038.83	0.6%
RAA 4-3 (Chobani)				
Debt Pay. (Chobani) Interest	0.00	1,319,446.00	-1,319,446.00	0.0%
Debt Pay. (Chobani) Principal	0.00	4,967,054.00	-4,967,054.00	0.0%
Total RAA 4-3 (Chobani)	0.00	6,286,500.00	-6,286,500.00	0.0%
RAA 4-4 (Clif Bar)	1,865.11	606,000.00	-604,134.89	0.3%
Bond Trustee Fees	0.00	5,000.00	-5,000.00	0.0%
Community Relations & Website	0.00	1,000.00	-1,000.00	0.0%
Debt Payments - Interest	0.00	976,704.00	-976,704.00	0.0%
Debt Payments - Principal	0.00	1,040,000.00	-1,040,000.00	0.0%
Dues and Subscriptions	850.00	2,300.00	-1,450.00	37.0%
Insurance Expense	0.00	6,045.00	-6,045.00	0.0%
Legal Expense	0.00	30,000.00	-30,000.00	0.0%
Management Fee	0.00	198,000.00	-198,000.00	0.0%
Meeting Expense	105.04	3,500.00	-3,394.96	3.0%
Miscellaneous	0.00	2,500.00	-2,500.00	0.0%
Office Expense	0.00	600.00	-600.00	0.0%
Prof. Dev.\Training	0.00	2,500.00	-2,500.00	0.0%
Professional Fees	0.00	100,000.00	-100,000.00	0.0%
Property Tax Expense	0.00	37,750.00	-37,750.00	0.0%
Real Estate Exp. - Call Center	4,136.41			
Real Estate Exp. - Other	4,760.03	161,100.00	-156,339.97	3.0%
Real Estate Lease	0.00	72,000.00	-72,000.00	0.0%
Total Expense	70,292.76	18,614,114.00	-18,543,821.24	0.4%
Net Ordinary Income	449,002.84	-3,130,293.00	3,579,295.84	-14.3%
Other Income/Expense				
Other Income				
Transfers In	0.00	367,445.00	-367,445.00	0.0%
Transfers Out	0.00	-367,445.00	367,445.00	0.0%
Total Other Income	0.00	0.00	0.00	0.0%
Net Other Income	0.00	0.00	0.00	0.0%
Net Income	449,002.84	-3,130,293.00	3,579,295.84	-14.3%

Twin Falls Urban December Check List - 2016

<u>Check #</u>	<u>Date</u>	<u>Paid Amount</u>	<u>Name</u>	<u>Account</u>	<u>Fund</u>	<u>Memo</u>
3392	11/10/2016	4,750.00	Rocky Mountain Transport and Excavation	Real Estate Exp. - Other	Rev Alloc 4-1	2nd Ave Parking Lot - Reclaimed Asphalt
3393	11/29/2016	32,529.95	Otak	Main Ave.	Rev Alloc 4-1	Main Ave. & Downtown Commons/#111600255
3394	12/05/2016	66,383.78	Stock Construction Services, Inc.	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #173 Construction Mgmt. Services/ #2850-16
3395	12/05/2016	93,594.11	Contractors Northwest, Inc.	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC#174 Wastewater Facility Const. / #16
3396	12/08/2016	3,080.00	CED	Downtown Development	Rev Alloc 4-1	2nd Ave Parking Lot - Light Fixtures / #572449
3397	12/08/2016	24,244.00	CH2M	Main Ave.	Rev Alloc 4-1	Owner's Representataive Services / #381085028
3398	12/08/2016	12.89	City of Twin Falls	Real Estate Exp. - Call Center	Rental Fund	Landscape Water - November
3399	12/08/2016	3,616.00	City of Twin Falls	Downtown Development	Rev Alloc 4-1	2nd Ave Parking Lot - Regrind Material / Nov 2016
3400	12/08/2016	540.00	Commercial Property Maintenance	Real Estate Exp. - Call Center	Rental Fund	Landscape Maintenance - November / #2985
3401	12/08/2016	4,390.91	Elam & Burke	Legal Expense	General	Consultation & Review / #164873
3402	12/08/2016	10.74	Idaho Power	Real Estate Exp. - Other	Rev Alloc 4-1	Power - 122 4th Av S (Park)
3402	12/08/2016	275.00	Idaho Power	Real Estate Exp. - Call Center	Rental Fund	Power - 851 Pole Line Road
3403	12/08/2016	440.00	J & L Sweeping Service, Inc.	Real Estate Exp. - Call Center	Rental Fund	Property Maintenance - November / #26800
3404	12/08/2016	0.00	Void			
3405	12/08/2016	1,750.00	Skinner Fawcett	RAA 4-4 (Clif Bar)	Rev Alloc 4-1	Bond Counsel - Refunding Bond Series 2016A
3406	12/08/2016	1,065.18	Starr Corporation	Main Ave.	Rev Alloc 4-1	Demolition - App #7 - Hansen St
3406	12/08/2016	1,107.20	Starr Corporation	Rogerson Building	Rev Alloc 4-1	Demolition - App #7 - Rogerson
3407	12/08/2016	1,787.79	Twin Falls County Treasurer	Property Taxes	Rev Alloc 4-1	1st Half of Goold Property
3407	12/08/2016	34.70	Twin Falls County Treasurer	Property Taxes	Rev Alloc 4-1	American Falls Assesements
3407	12/08/2016	11,170.67	Twin Falls County Treasurer	Property Taxes	Rental Fund	1st Half of C3
3408	12/08/2016	90.82	Jimmy John's	Meeting Expense	General	Lunch - 11/14 Meeting
3409	12/08/2016	6,112.85	JUB Engineers, Inc.	Main Ave.	Rev Alloc 4-1	2015 Main Ave Utilities / #104568
3410	12/08/2016	450.00	K & G Property Management	Real Estate Exp. - Call Center	Rev Alloc 4-1	Property Management - November / #3640
3411	12/08/2016	104.24	CH2M	Main Ave.	Rev Alloc 4-1	Owner's Representataive Services / #381085028
3412	12/08/2016	3,972.90	Kushlan Associates	Professional Fees	General	On-Call Task Orders - November / #2016-
3413	12/08/2016	77,925.00	City of Twin Falls	Main Ave.	Rev Alloc 4-1	Main Ave. Service Lines Pd Directly - November

Urban Renewal Agency of the City of Twin Falls, ID
Profit & Loss
November 2016

	Nov 16
Ordinary Income/Expense	
Income	
Investment Income	2,014.87
Property Taxes	5,895.12
Rental Income	37,498.16
Total Income	45,408.15
Gross Profit	45,408.15
Expense	
RAA 4-1	
Main Ave.	145,977.89
Rogerson Building	28,625.85
Downtown Development	238.13
Total RAA 4-1	174,841.87
Dues and Subscriptions	850.00
Legal Expense	2,121.25
Meeting Expense	105.04
Professional Fees	9,407.85
Real Estate Exp. - Call Center	4,136.41
Real Estate Exp. - Other	4,760.03
Total Expense	196,222.45
Net Ordinary Income	-150,814.30
Net Income	-150,814.30

Executive Director's Report
December 12, 2016

Main Avenue Project

Guho, Otak and CH2M are reviewing final plans one last time as bids for services will go out the first and second week of January. It is anticipated that a Guaranteed Maximum Price for construction will be in front of the Board for approval at the February 13, 2017, meeting. An accelerated bid package for landscaping will be reviewed by the Board in January as tree removal is targeted for the weekend of February 17-20.

A meeting with the Project Advisory Committee will take place on December 19th to finalize the construction schedule but it is anticipated to follow the schedule below:

Shoshone to Gooding- March 18-May 1
Gooding to Fairfield- May 1-June 30
Shoshone to Hansen- June 1-July 31
Hansen to Idaho- July 1- Aug 31
Idaho to Jerome- Aug 1- Sept 30
Main Ave to 2nd Ave S on Hansen- Sept 1-Oct 31
*Landscape to be completed in Sept/Oct

See attached report (attachment 1) from CH2M for additional detail concerning their work.

Consultant Tasks

Phil Kushlan has developed a DRAFT Policy for Real Property Management (see attachment 2). The Board will review this in greater depth at a work session in Jan/February 2017. In general, the policy outlines the Board's role in acquiring property, the timing of property development and redevelopment, the establishment of a property inventory roll, and the disposition of property.

The purpose of the Policy is to articulate the direction of the Board of Commissioners with respect to the position of the Agency, consistent with applicable state law. Please review when you have time and be prepared to discuss it in the coming months.

Alleyway Project

The City alleyway project is underway. We've heard reports in the past from JUB Engineers regarding development and bidding, but it bears mentioning as it has impact on the timing and construction of Main Ave. Attached is the schedule that was provided to the downtown merchants impacted by the project (attachment 3).

Twin Falls Urban Renewal Agency Main Avenue Redevelopment Project

Attachment 1



Similar Streetscape Project underway by Guho Corp in Boise, 22NOV2016

Prepared for:



Monthly Report for Board Meeting December 12, 2016

Prepared by – Owner's Representative:



Monthly Project Progress Update

Prepared for URA Board Meeting on December 12, 2016

Main Avenue Redevelopment Project

Summary of Progress this Period, November 14 – December 8, 2016

Pre-Construction Services by CM/GC – Guho Corp.

1. Construction Management/General Contracting (CM/GC) services for the Main Avenue Redevelopment Project.
 - a) The CM/GC Agreement was approved by the URA Board at the Nov. 14, 2016 Board meeting.
 - b) Guho is currently preparing the bid packages for bidding the project in January-February 2017.
 - c) Guho is preparing an independent cost estimate based on the final design submittal from Otak. CH2M will compare this estimate to the designer's (Otak's) updated estimate and will advise the URA of the status of the anticipated construction cost compared to the URA's budget of up to \$6.5 million for construction.
 - d) After the GMP is prepared in February 2017, then the construction contract cost and scope will be included in the CM/GC Agreement by amendment.

Project Schedule

2. URA, City, CH2M and Guho are meeting on Dec. 8, 2016 to review the project schedule in detail. Guho's plan for the sequencing of reconstruction of Main Ave. and Hansen Ave. South on a block by block basis is being reviewed. The group will discuss the optimal sequencing of the blocks given the history of spring, summer and fall events, desires of merchants, and technical factors. Guho will discuss their overall project communications plan. Tasks and responsibilities will be coordinated with the City's Communications Director - Josh Palmer.
3. As reported in last month's update, the overall project remains on schedule with the plan to begin construction in early 2017 and reach substantial completion of the work by Oct. 31, 2016.
4. The key dates from the project sequencing schedule prepared by Otak will be made public later in December 2016.

Design Progress

5. Otak submitted the Final Review Set – October 2016, through the week ending Nov. 4, 2016. The Final plans and specifications were reviewed by the Owner's representative (CH2M), the URA Staff Engineer, and the CM/GC (Guho). Otak is incorporating all relevant comments into the design and will submit a Final "For Construction" set of drawings in December, 2016.
6. Otak, Guho, CH2M, and URA Staff Engineer hold weekly calls to discuss design details. Guho has been providing details helpful to Otak in preparing the Final Design set, such as paving and tree grate details, block paver details, and basement closure details.

Basement Issues

7. URA's legal representative is drafting a licensing agreement to be reviewed with the property owners establishing the liability of continued basement extensions under Main Ave. Cost sharing issues also need to be negotiated with property owners for items such as waterproofing

at Wells Fargo, and infill at Mr. Crowley's property. The legal questions will need to involve further legal input, and discussions between the City, URA and property owners. This work can be done in parallel with the technical design completion and it should not affect construction work provided that the agreements can be in place by early 2017.

Possible Sidewalk Repair Project

8. CH2M has discussed the possible sidewalk repair project with Guho, per direction from URA. We plan to include an allowance within the GMP for sidewalk repairs to the extent they can be afforded within the URA's overall budget for the Main Ave. project. Then sidewalk repairs outside the immediate Main Ave. scope of work can be triggered on a priority basis during the course of construction.

Budget

9. CH2M updated the URA's Cost Control Report for Area 4-1 projects, including the anticipated cash flow from 2016 through 2023. The report is being updated monthly and reviewed with the City's Finance Manager and URA Executive Director.



Policy Statement 2017-01

Real Property Management Policy

Date: _____, 2017

Title: Policy with regard to acquisition, retention and disposition of real property.

Purpose: The purpose of the Real Property Management Policy is to articulate the direction of the Board of Commissioners with respect to the position of the Agency, consistent with applicable state law, in the acquisition, retention and disposition of real property in the pursuit of goals and to ensure consistent approach to such issues.

Policy:

A) Acquisition:

- 1) The Urban Renewal Agency of the City of Twin Falls (TFURA) shall have the right to acquire any interest in real property, including fee simple title thereto, which it may deem necessary for or in connection with an urban renewal project and related activities. Acquisition authority is based upon Idaho Code §§ 50-2010, 50-2018(10), 50-2018(12), and 50-2903(13). Idaho Code § 50-2018(12) requires an agency's urban renewal plan to indicate potential land acquisition.
- 2) The Agency may acquire real property for
 - a. redevelopment in support of adopted urban renewal plans,
 - b. for long-term public uses or
 - c. in support of community economic development purposes.
- 3) When authorizing the acquisition of a particular property, the Board of Commissioners will state within the resolution authorizing such acquisition, which purpose the property will serve.
- 4) Any change in anticipated property use will be implemented by way of a subsequent resolution of the Board of Commissioners.
- 5) The cost of acquisition shall be based upon the current market value of similar properties located within the same geographic area, determined by either a formal appraisal or an estimate of range of values provided by a competent real estate professional familiar with conditions in the area. The Agency may also take into consideration the assessed value of the properties as determined by the Twin Falls County Assessor and/or any real estate listing price for the properties.
- 6) The Agency may retain the services of a real estate professional, use Agency Staff, other City resources, legal counsel or any other assistance it determines appropriate to the situation.

- 7) The Agency Board of Commissioners may discuss acquisition of specific parcels and provide direction to staff or agents in an executive session of the Board of Commissioners to the extent provided by law. See Idaho Code § 74-206(1)(c).
- 8) At such time as a property has been acquired by the Agency, it will be entered into and maintained in the Agency Property Inventory.
- 9) The Board of Commissioners acknowledges that state law grants to Urban Renewal Agencies in Idaho the power of eminent domain, the existence of which is essential in retaining the full authority of a public entity under state law and the Idaho Constitution. See Idaho Code § 7-701A. However the Agency is committed to respecting the rights of property owners and will only exercise those powers as a last resort in an essential acquisition or to alleviate a clear threat to public health and safety as prescribed by law. The property owner is entitled to an advice of rights form as required by Idaho Code § 7-711A. Such action would only be initiated after consultation with the City Council of the City of Twin Falls.

B) Retention:

- 1) For properties acquired under section A.2.a. above, a plan for redevelopment shall be established for how such property shall be developed either independently or in concert with other surrounding properties.
- 2) Consistent with state law, such properties shall be redeveloped in conformance with adopted urban renewal plans as soon as practical after acquisition.
- 3) If redevelopment occurs more three years after the date of acquisition, public notification, as prescribed by law, shall be made reflecting Agency plans for the property. See Idaho Code § 50-2011(f)
- 4) For properties acquired under section A.2.b. above, transfer of ownership to the appropriate public entity shall be made as soon as practical under conditions acceptable to the receiving entity.
- 5) For properties acquired under section A.2.b. above a specific agreement detailing the goals of the economic development acquisition between the Agency and the sponsoring economic development entity will be developed and adopted by the TFURA Board of Commissioners.
 - a. An annual report with respect to the goals of the project will be provided to the sponsoring entity and made available to the general public.
- 6) A detailed Agency Property Inventory shall be developed and maintained on an on-going basis, updated at least quarterly or whenever an acquisition or disposition occurs impacting the property holdings of the Agency.
- 7) The Agency may temporarily operate and maintain real property acquired by it pending disposition. All costs incident to the operation and maintenance of such properties shall be the obligation of the Agency Rental Fund without support from the Revenue Allocation Areas.
- 8) If the Agency acquires real property that has an on-going public purpose and elects to retain ownership and operational responsibility, it may continue that ownership even after closure of the urban renewal district has terminated as long as such activity produces sufficient resources to cover its full operating obligations. See Idaho Code § 50-2905(8).

C) Disposition:

Generally, the disposition process is governed by Idaho Code § 50-2011, which describes the process for disposition to private developers, other public entities (see also § 50-2015(f)), and non-profit entities. An Agency may prescribe an alternative disposition process, but such process must meet the objectives of Idaho Code § 50-2011.

- 1) Interest in Agency-owned property may be transferred to private developers who demonstrate an interest and capacity to utilize the property to implement the adopted urban renewal plan.
- 2) The developer must demonstrate how their use of the property is in accord with the urban renewal plan.
- 3) The developer must agree to not use the property for speculative purposes and not sell the property until the development for which the transfer is made has been completed and a Certificate of Completion has been issued by the Agency.
- 4) Transfer of Agency property to a private entity can only be accomplished through a competitive process as prescribed by law.
- 5) The Agency may use a Request for Qualifications (RFQ) process, Request for Proposal (RFP) process or respond to specific proposals from a developer through the Exclusive Right to Negotiate (ERN) process, at the discretion of the Board of Commissioners.
- 6) The value associated with the transfer must be based upon a "Fair Reuse" basis recognizing the specifics of the development proposal and the conditions imposed by the Agency upon such transfer.
- 7) Real property transferred to a public entity for a public use may be conveyed with or without compensation and for any consideration deemed appropriate by the Board of Commissioners in consultation with the receiving entity.
- 8) Agency property may be transferred for industrial or commercial purposes to a private entity or non-profit corporation for development consistent with the urban renewal plan at "Fair Reuse" value.
 - a. Improvements to the property required under the urban renewal plan may be deferred to the ultimate industrial or commercial developer.

Adopted by the Board of Commissioners of
The Urban Renewal Agency of the City of Twin Falls, Idaho
January 9, 2017

Dan Brizee, Chair

Neil Christensen, Secretary



Downtown Utility Improvements PROJECT UPDATE

Section of Downtown Alleys to Close for Utility Replacement and Upgrades

Beginning Monday, Nov. 28, the City of Twin Falls closed sections of alleyway between Second Avenue East and Main Avenue from Jerome Street to Gooding Street. The closures will allow contractors with the city to replace and relocate outdated communication, electric, gas, and utility lines. This work is expected to be completed in March 2017. After this phase is completed, the next phase will be replacing the existing water line and storm drain system within this section of the alleyway. (See below for more detailed schedule information).

The contractor, utility companies will work with individual businesses to coordinate and reduce disruption to their utility services. Businesses, property owners, garbage and recycling services have been notified of the closure.

Specific questions regarding the effected services are encouraged to contact:

Bryant Kuechle

The Langdon Group
(a J-U-B ENGINEERS company)
Phone: 208-739-3048
Email: bk@langdongroupinc.com

Jesse Schuerman

Staff Engineer, City of Twin Falls
Phone: 208-735-7252
Email: jschuerman@tfid.org

About this Project

This utility service line replacement project is Phase 2 of a 3 phase project in preparation for the downtown Twin Falls revitalization project, expected to break ground in Spring 2017. This utility work is expected to be complete by March 2015. Project limits for this work include the north alleyway between 2nd Ave. East and Main Avenue; and between Gooding and Jerome streets.



Sta 34 to 31: Mon 11/28/16 through Fri 12/9/16

Sta 31 to 29: Mon 12/12/16 through Tue 12/27/16

Sta 29 to 28: Wed 12/28/16 through Thu 1/5/17

Sta 28 to 27: Fri 1/6/17 through Fri 1/13/17

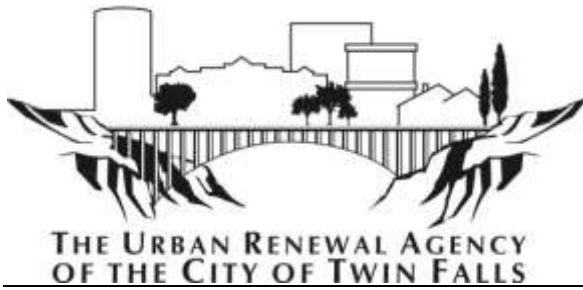
Sta 27 to 26: Mon 1/16/17 through Thu 1/26/17

Sta 26 to 25: Fri 1/27/17 through Mon 2/6/17

Sta 25 to 24: Tue 2/7/17 through Mon 2/13/17

Sta 24 to 23: Tues 2/14/17 through Mon 2/20/17

Sta 23 to 21: Tue 2/21/17 through Wed 3/1/17



Regular Meeting Schedule for 2017

The meetings are generally held on the second Monday of every month starting at 12:00 P.M., unless posted otherwise.

All meetings are held in the *City Council Chambers, 305 Third Avenue East.*

Monday, January 9

Monday, February 13

Monday, March 13

Monday, April 10

Monday, May 8

Monday, June 12

Monday, July 10

Monday, August 14

Monday, September 16

Monday, October 9

Monday, November 13

Monday, December 11



Date: December 12, 2016

To: Urban Renewal Agency of the City of Twin Falls

From: Nathan Murray, Director

Request:

Consideration of a request to approve an agreement between TFURA and CH2M in the amount of \$385,000 for Owner Representation Services associated with the Construction Phase of the Main Avenue Project

Background:

In March, 2016, the Twin Falls Urban Renewal Agency entered into an agreement with CH2M to provide Owner's Representative Services for the Main Avenue Project (attachment 1). The Scope of Work was divided into two phases, Design and Construction, of which the TFURA only obligated itself to Phase 1 Design Services, with discretion to review a request for Phase 2 Construction Services.

During these past 9 months, CH2M has helped establish project governance and cost control, overseen the completion of design and bid services, and assisted in the selection of a Construction Manager/General Contractor. The Phase 1 Design services will be completed with the awarding of final bids in January, and are projected to come in at approximately 5% under the anticipated budget of \$358,000.

CH2M has put forth a task order request to provide services for Phase 2 Construction for an amount not to exceed \$385,000 (attachment 2). The Scope of Work for this phase is explained in detail in (attachment 3) but generally covers construction observation, assisting with payment review and change orders, monitoring contractor performance and keeping work on schedule. The services will run through completion of the project which is anticipated to be in October, 2017.

Approval Process:

Approval by a majority of the board in an open meeting.

Budget Impact:

Costs not to exceed \$385,000.

Conclusion:

Staff recommends that the TFURA board approve Task Order 2 and authorize the Chairman to sign.

Attachments:

- 1- TFURA Master agreement with CH2M
- 2- Task Order 2
- 3- Scope of Services for Phase 2 Construction

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CH2MHILL STANDARD MASTER AGREEMENT FOR PROFESSIONAL SERVICES

JDB 7/26/16 MB 3/28/16

This Agreement, effective this 23 day of March 2016, for a period of three (3) years, is between:

CLIENT: TWIN FALLS URBAN RENEWAL AGENCY, ("CLIENT")

PO Box 1907 (83303)
321 2nd Avenue East
Twin Falls, Idaho 83301

and **CH2M HILL ENGINEERS, INC. , ("CH2M HILL")**

322 East Front Street
Suite 200
Boise, Idaho 83702

for services to be performed on a Task Order basis with respect to the Twin Falls Downtown Streetscapes Project and other Miscellaneous Architectural, Engineering and Consulting services including owner's representative and construction management services on projects as directed by CLIENT.

ARTICLE 1. SERVICES GENERALLY

CH2M HILL shall furnish such engineering and related services as CLIENT may request from time to time ("Services"). The particular project ("Project"), specific Services, work schedule, and cost or estimated cost will be mutually agreed and set forth in a Task Order issued by CLIENT under this Agreement. Each Task Order will specifically refer to and incorporate this Agreement by reference. The provisions of this Agreement and of Attachment A shall apply to Task Orders requiring construction.

ARTICLE 2. COMPENSATION

For performance of the Services, CLIENT will compensate CH2M HILL pursuant to the Compensation Schedule identified in Article 7, if any, and to the pertinent Task Order.

ARTICLE 3. TERMS OF PAYMENT

3.1 Invoices

CH2M HILL will submit invoices for each Task Order to CLIENT each month covering Services completed to date and, and as applicable, for materials and equipment delivered and stored on-site or off-site. Each invoice will be prepared in CH2M HILL's standard form and supported by documentation according to CH2M HILL's standard practice. Within 10 days of receipt of the invoice, CLIENT shall give detailed, written notice of any sums which it may reasonably dispute or contest. If the parties are unable to resolve the matter within 15 days, only that portion so reasonably contested may be withheld from payment.

3.2 Time of Payment

Invoices are due and payable within 30 days after receipt by CLIENT.

3.3 Not Used.

ARTICLE 4. OBLIGATIONS OF CH2M HILL

4.1 Independent Contractor; Subcontracts

4.1.1 CH2M HILL represents that it is an independent contractor and will perform services pursuant to each Task Order as an independent contractor and not as an agent or employee of CLIENT.

4.1.2 CH2M HILL may retain such other subconsultants or subcontractors as it may deem desirable for proper and timely performance of Services. CH2M HILL shall be responsible for the management of the subcontractors and subconsultants in the performance of their work.

4.2 Standard of Care

The standard of care applicable to CH2M HILL's engineering or related services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed. CH2M HILL will reperform any engineering or related services not meeting this standard without additional compensation.

4.3 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Task Order cost and/or execution. These conditions and cost/execution effects are not the responsibility of CH2M HILL.

4.4 CH2M HILL's Personnel at Construction Site

4.4.1 The presence or duties of CH2M HILL's personnel at a construction site, whether as onsite representatives or otherwise, do not make CH2M HILL or CH2M HILL's personnel in any way responsible for those duties that belong to CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

4.4.2 CH2M HILL and CH2M HILL's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CH2M HILL's own personnel.

4.4.3 The presence of CH2M HILL's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CH2M HILL neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

4.5 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, CH2M HILL has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, CH2M HILL makes no warranty that CLIENT's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from CH2M HILL's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of Project cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor.

4.6 Construction Progress Payments

Recommendations by CH2M HILL to CLIENT for periodic construction progress payments to the construction contractor(s) will be based on CH2M HILL's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by CH2M HILL to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that CH2M HILL has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

4.7 Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was

finally constructed. CH2M HILL is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

4.8 Access to CH2M HILL's Accounting Records

CH2M HILL will maintain accounting records, in accordance with generally accepted accounting principles. Records relating to a Task Order will be available to CLIENT during CH2M HILL's normal business hours for a period of 1 year after CH2M HILL's final invoice pursuant to that Task Order for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. Only audit cost-reimbursable items will be subject to audit.

4.9 CH2M HILL's Insurance

4.9.1 CH2M HILL will maintain throughout this Agreement the following insurance:

- (a) Worker's compensation employer's liability insurance as required by the state where the work is performed and Employer's Liability with a limit of \$1,000,000.
- (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with \$1,000,000 combined single limits.
- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of CH2M HILL or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
- (d) When furnishing engineering or engineering related services, professional liability insurance of \$1,000,000 per claim and in the aggregate.

4.9.2 CLIENT will be named as an additional insured with respect to CH2M HILL's liabilities hereunder in insurance coverages identified in items (b), (c) and (e) and CH2M HILL waives subrogation against CLIENT as to said policies. All insurance certificates will provide that the insurance carrier will give CLIENT 30 days' notice of cancellation of the policies.

ARTICLE 5. OBLIGATIONS OF CLIENT

5.1 Client-Furnished Data

CLIENT will provide to CH2M HILL all data in CLIENT's possession relating to CH2M HILL's Services. CH2M HILL will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT.

5.2 Access to Facilities and Property

CLIENT will make its facilities accessible to CH2M HILL as required for CH2M HILL's performance of its services and will provide labor and safety equipment as required by CH2M HILL for such access. CLIENT will perform, at no cost to CH2M HILL, such tests of equipment, machinery, pipelines, and other components of CLIENT's facilities as may be required in connection with CH2M HILL's services.

5.3 Advertisements, Permits, and Access

Unless otherwise agreed to in the Task Order, CLIENT will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CH2M HILL's services or Project construction.

5.4 Timely Review

CLIENT will examine CH2M HILL's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

5.5 Prompt Notice

CLIENT will give prompt written notice to CH2M HILL whenever CLIENT observes or becomes aware of any development that affects the scope or timing of CH2M HILL's Services, or of any defect in the work of CH2M HILL or construction contractors.

5.6 Asbestos or Hazardous Substances

5.6.1 If asbestos or hazardous substances in any form are encountered or suspected, CH2M HILL will stop its own work in the affected portions of the Project to permit testing and evaluation.

5.6.2 If asbestos is suspected, CH2M HILL will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

5.6.3 If hazardous substances other than asbestos are suspected, CH2M HILL will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.

5.6.4 Client recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

5.7 Contractor Indemnification and Claims

5.7.1 CLIENT agrees to include the following in all construction contracts with contractors not affiliated with CH2M HILL:

- (a) the provisions of Article 4.4, CH2M HILL's Personnel at Construction Site,;
- (b) the provisions of Article 5.7.3 regarding direct actions against CH2M HILL;
- (c) and provisions providing contractor indemnification of CLIENT and CH2M HILL for contractor's negligence.

5.7.2 CLIENT shall require construction contractor(s) to name CLIENT and CH2M HILL as additional insureds on the contractor's general liability insurance policy.

5.7.3 CLIENT agrees to include the following clause in all contracts with equipment or materials suppliers: Contractors, subcontractors, and equipment and material suppliers on the Project, or their sureties, shall maintain no direct action against CH2M HILL, CH2M HILL's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the CH2M HILL services performed. CLIENT will be the only beneficiary of any undertaking by CH2M HILL."

5.8 Not Used

5.9 Litigation Assistance

Article 1, Services Generally, does not include costs of CH2M HILL for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CLIENT. All such Services required or requested of CH2M HILL by CLIENT, except for suits or claims between the parties to this Agreement, will be reimbursed as mutually agreed.

5.10 Changes

CLIENT may make or approve changes within the scope of Services under a Task Order. If such changes affect CH2M HILL's cost of or time for performance of the Services, an equitable adjustment will be made through an amendment to the affected Task Order.

ARTICLE 6. GENERAL LEGAL PROVISIONS

6.1 Authorization to Proceed

Execution of the Task Order by CLIENT will be authorization for CH2M HILL to proceed with the Services, unless otherwise provided in the Task Order.

6.2 Reuse of Project Documents

All reports, drawings, specifications, documents, and other deliverables of CH2M HILL, whether in hard copy or in electronic form, are instruments of service for the pertinent Task Order, whether the Task Order is completed or not. CLIENT agrees to indemnify CH2M HILL and CH2M HILL's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these Task Order documents.

6.3 Delay

In the event CH2M HILL is delayed in performance of Services by any act or neglect of CLIENT or anyone for whom CLIENT is responsible or by Acts of God, strikes, lockouts, accidents, or other events beyond the control of CH2M HILL, then CH2M HILL's compensation and the work schedule for the affected Task Order shall be equitably adjusted. In the event delays to the Task Order work is encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

6.4 Limitations of Liability

6.4.1 To the maximum extent permitted by law, CH2M HILL's liability for CLIENT's damages under any Task Order will not, in the aggregate, exceed the Task Order value, whether such liability arises out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action.

6.4.2 To the maximum extent permitted by law, CH2M HILL and CH2M HILL's affiliated corporations, officers, employees, and subcontractors shall not be liable for CLIENT's special, indirect, or consequential

damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect CH2M HILL against indirect liability or third-party proceedings, CLIENT will indemnify CH2M HILL for any such damages.

6.4.3 This article takes precedence over any conflicting article of this Agreement or any document incorporated into it or referenced by it.

6.5 Termination

6.5.1 This Agreement may be terminated for convenience on 30 calendar days' written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 calendar days of written notice and diligently complete the correction thereafter.

6.5.2 On termination, CH2M HILL will be paid for all authorized Services performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

6.6 Suspension, Delay, or Interruption of Work

CLIENT may suspend, delay, or interrupt the Services of CH2M HILL under a Task Order for the convenience of CLIENT. In such event, CH2M HILL's compensation and the work schedule for the affected Task Order shall be equitably adjusted.

6.7 No Third-Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than CLIENT and CH2M HILL and has no third-party beneficiaries.

6.8 Indemnification

6.8.1 CH2M HILL agrees to indemnify CLIENT for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CH2M HILL, CH2M HILL's employees, affiliated corporations, and subcontractors in connection with Services performed under Task Order issued hereunder.

6.8.2 Client agrees to indemnify CH2M HILL from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CLIENT, or its employees or contractors in connection with Task Orders issued hereunder.

6.9 Assignment

6.9.1 Not Used.

6.9.2 Except as provided in Paragraph 6.9.1, this Agreement and Task Orders issued pursuant to it are bilateral personal services agreements. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement or Task Order issued pursuant to it, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

6.10 Waiver

CLIENT waives all claims against CH2M HILL, including those for latent defects, that are not brought within 2 years of substantial completion of the facility designed or final payment to CH2M HILL, whichever is earlier.

6.11 Jurisdiction

The substantive law of the state of the Task Order Services shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

6.12 Severability and Survival

If any of the provisions of this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability, indemnities, and other express representations shall survive termination of this Agreement for any cause.

6.13 Materials and Samples

Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site within 60 calendar days of Task Order close-out unless agreed to otherwise. CLIENT recognizes and agrees that CH2M HILL is acting as a bailee and at no time assumes title to said items, substances, materials, or samples.

6.14 CH2M HILL's Deliverables

CH2M HILL's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by CH2M HILL are for CLIENT or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

6.15 Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

ARTICLE 7. ATTACHMENTS, SCHEDULES, AND SIGNATURES

This Agreement, including its attachments and schedules, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. Attachments and schedules on the date of contracting:

Attachment A	Task Order Form
Attachment B	Compensation Schedule

IN WITNESS WHEREOF, the parties execute below:

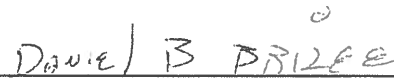
For CLIENT:

By:

Name



Name



For CH2M HILL ENGINEERS, INC.:

By:

Name



Title



ATTACHMENT A

TASK ORDER NO. _____

This Task Order is issued pursuant to the Standard Master Agreement for Professional Services dated:

	, which is incorporated herein by this reference, with respect to
	("Project").

Specific Services:

Compensation Provisions:

Work Schedule:

The Authorized Representatives designated below are authorized to act with respect to the Task Order. Communications between the parties shall be between parties and their consultants or subcontractors shall be through the Authorized Representatives:

For the Client:	For CH2M HILL
Name:	Name:
Address:	Address:
Telephone:	Telephone

This Task Order No. _____ is effective this (date)

Accepted for CH2M HILL ENGINEERS, INC. by:	Accepted for Client by:
Name	Name
Title	Title

ATTACHMENT B - COMPENSATION

ARTICLE 2. COMPENSATION

Compensation by CLIENT to CH2M HILL will be as follows:

A. COST REIMBURSABLE-PER DIEM (TIME AND EXPENSE)

For services enumerated in each Task Order, all project labor will be invoiced in accordance with the attached CH2M HILL Per Diem Rate Schedule (Attachment B-1), plus Direct Expenses, plus a service charge of 5% percent of Direct Expenses and 5% percent of subcontracts and outside services, plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes.

B. BUDGET

A budgetary amount of will be established in each authorized Task Order.

CH2M HILL will make reasonable efforts to complete the work within the budget and will keep CLIENT informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.

CH2M HILL is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CLIENT obligated to pay CH2M HILL beyond these limits.

When any budget has been increased, CH2M HILL's excess costs expended prior to such increase will be allowable to the

same extent as if such costs had been incurred after the approved increase.

C. PER DIEM RATES

Per Diem Rates are those hourly rates charged for work performed on the Project by CH2M HILL's employees of the indicated classifications. These rates are subject to annual calendar year adjustments; include all allowances for salary, overheads and fees; but do not include allowances for Direct Expenses, subcontracts and outside services.

D. DIRECT EXPENSES

Direct Expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation, meals and lodging, special CLIENT approved PROJECT specific insurance, field office rental and expenses and equipment and supplies; (2) CH2M HILL's current standard rate charges for direct use of CH2M HILL's vehicles, laboratory test and analysis, and certain field equipment; and (3) CH2M HILL's standard project charges for special health and safety requirements of OSHA.

Attachment B-1

Twin Falls Urban Renewal Agency

Master Services Agreement

Per Diem Rate Schedule

Hourly Billing Rates

<u>Classification</u>	<u>Rate</u>		
	<u>2016</u>	<u>2017</u>	<u>2018</u>
Project Executive	\$252.30	\$262.39	\$272.89
Senior Project Manager	\$232.00	\$241.28	\$250.93
Local Project Engineer	\$145.00	\$150.80	\$156.83
Senior Engineer	\$217.50	\$226.20	\$235.25
Engineering/Technical Support	\$116.00	\$120.64	\$125.47
Resident Engineer/Senior Inspector	\$151.25	\$157.30	\$163.59
Project Controls Manager	\$159.50	\$165.88	\$172.52
Contract Administrator	\$214.60	\$223.18	\$232.11
Estimator/Constructability Reviewer	\$159.50	\$165.88	\$172.52
Project Engineer/Scheduler	\$159.50	\$165.88	\$172.52
Administrative Support	\$101.50	\$105.56	\$109.78
IT Specialist, Graphic Design	\$101.50	\$105.56	\$109.78

Notes:

1. Direct Expenses are those necessary costs and charges incurred for the PROJECT including, but limited to: (1) the direct costs of transportation, meals and lodging, mail, subcontracts, and outside services: special client-approved PROJECT-specific insurance, letters of credit, bonds, and equipment and supplies; (2) Consultant's charges for direct use of Consultants vehicles, laboratory test and analysis, printing and reproduction services, and certain field equipment, and (3) Consultants project charges for special health and safety requirements of Occupational Safety and Health Administration (OSHA) services.

2. Consultant's rates for the following direct expenses shall be: Health and Safety charge of \$1.10 will be applied to all labor hours of employees who are currently enrolled in the CH2M HILL Comprehensive Health & Safety Program. These rates are subject to change for work performed in following years.

3. A markup of 5% will be applied to all other Direct Costs and Expenses.

4. 2016 Rates are effective as of March 2016. 2017 and 2018 rates have been escalated 4% for work performed in subsequent years.

TASK ORDER NO. 1

This Task Order is issued pursuant to the Standard Master Agreement for Professional Services dated:

March <u>23</u> , 2016	, which is incorporated herein by this reference, with respect to
the project management and oversight support services for the Twin Falls Downtown Streetscapes Project as further defined herein	("Project").

Specific Services: Refer to attached Scope of Services dated March 18, 2016 as Attachment No. 1

Compensation Provisions:

Compensation will be on a Time-and-Expense basis for staff working on the project based on the current compensation schedule (Attachment B) attached to the MSA. A budgetary amount for the Phase I services, tasks IA through ID, is \$358,000, excluding taxes, is hereby established for services and will not be exceeded without CLIENT authorization.

Work Schedule:

Phase I will be completed within 15 months following the effective date of this Task Order.

The Authorized Representatives designated below are authorized to act with respect to the Task Order. Communications between the parties shall be between parties and their consultants or subcontractors shall be through the Authorized Representatives:	
For the CLIENT:	For CH2M HILL
Name: <u>Phil Kushlan</u>	Name: <u>Mike Bauer</u>
Address: <u>321 2nd Ave E</u> <u>PO Box 1907</u>	Address: <u>322 E Front St 2nd Floor</u>
Telephone: <u>208 735-7313</u>	Telephone: <u>208 383 6266</u>

This Task Order No. 1 is effective March <u>23</u> , 2016	
Accepted for CH2M HILL ENGINEERS, INC. by: <u>[Signature]</u>	Accepted for CLIENT by: <u>[Signature]</u>
Name: <u>Mike Bauer</u>	Name: <u>DAVID B BRIDGE</u>
Title: <u>VP Area Manager</u>	Title: <u>CHAIRMAN</u>

TASK ORDER NO. 2

This Task Order is issued pursuant to the Standard Master Agreement for Professional Services dated:

March 23, 2016	, which is incorporated herein by this reference, with respect to
the project management and oversight support services for the Twin Falls Downtown Streetscapes Project as further defined herein	("Project").

Specific Services: Refer to attached Scope of Services dated March 18, 2016 as Attachment No. 1

Compensation Provisions:

Compensation will be on a Time-and-Expense basis for staff working on the project based on the current compensation schedule (Attachment B) attached to the MSA. A budgetary amount for the Phase II services is \$385,000, per the Services During Construction section included in the Scope of Services, excluding taxes, is hereby established and will not be exceeded without CLIENT authorization.

Work Schedule:

The period of performance for the Phase II shall be February 1, 2017 through January 31, 2018.

The Authorized Representatives designated below are authorized to act with respect to the Task Order. Communications between the parties shall be between parties and their consultants or subcontractors shall be through the Authorized Representatives:	
For the CLIENT:	For CH2M HILL
Name:	Name: <u>Mark Bowen</u>
Address:	Address: <u>322 E Front St Boise, ID</u>
Telephone:	Telephone: <u>208 - 383 - 6266</u>

This Task Order No. 2 is effective _____	
Accepted for CH2M HILL ENGINEERS, INC. by:	Accepted for CLIENT by:
	
Name <u>Mark Bowen</u>	Name
Title <u>VP Asset Management</u>	Title

Urban Redevelopment Authority, Twin Falls, Downtown Improvements (Streetscapes) Project

Scope of Services: Owner's Representative Services Outline for URA's Consideration

By: CH2M

March 14, 2016

General

The City of Twin Falls Urban Redevelopment Authority (Owner) will retain CH2M HILL Engineers, Inc. (Consultant) to act on behalf of the Owner, and be the Owner's Representative, for the design, bid/award, and construction phases of the Project (City of Twin Falls Redevelopment Authority, Downtown Streetscapes Project). In general, Consultant shall provide project management oversight and coordination of the Project on behalf of the Owner. These services also include coordination with the Architects/Engineers (Designer) and Contractor involved with the Project. Furthermore, Consultant shall provide the services described herein. Services shall be provided within the Level of Effort (LOE) for the timeframes and the fee shown for each task. If the LOE or timeframes change, the fee will be adjusted accordingly.

It is recommended that Consultant initially provide the services under Tasks IA, IB, IC, and ID to assist the Owner in defining the project and the various contracting options available to the Owner. Task II defines the construction support services that will be subject to adjustment based on the changing requirements of the project leading up to bid/award and construction. Fee estimates shown for Task II is an order of magnitude estimate only and will change based on the type of construction delivery method used and the level of effort required by the Consultant. Task II will be incorporated by contract amendment as appropriate at a later date.

IA. Project Mission and Scope

Duration: 1 month

Fee Estimate: \$51,000

Summary

- Interview Stakeholders
- Identify project goals and objectives
- Review next estimate from OTAK
- Abbreviated Value Engineering Study assessing Scope and Budget Alignment

Scope

- 1) Examine information provided by Owner concerning Owner's goals, objectives, requirements, limitations, obligations, needs and purposes for the Project (the "Owner's Criteria"), including, but not limited to, design, construction, scheduling, budgetary and operational needs, restriction and requirements concerning the Project.
- 2) Interview Stakeholders. Clarify the ongoing roles and responsibilities of the various entities involved in the Project, including City staff, URA, interim URA Director, architectural and engineering teams on the Project (OTAK), along with the Utilities (JUB) and Plaza (Hummel) projects but limited to their direct impacts to the Project. Assist the Owner with the decision-making process. The consultant's coordination effort is limited to projects located within the Main Street redevelopment project area.
- 3) Consult with Owner and Designer regarding the Owner's Criteria to define project expectations, design, construction, scheduling, estimating, budgetary, operational issues or concerns, and report such issues and concerns to Owner with proposed recommendations, as appropriate.
- 4) Work with the URA and their support team to prioritize scope elements of the proposed development and establish the elements that can be afforded within the budget. The Designers will provide current cost estimates for the various scope elements for this assessment.
- 5) Develop the URA's stated cash flow for each year based on the schedule of work to be performed, as well as the planned budget available for expenditures on their funded elements of the Project. Review possible additional scope elements the URA is planning to accomplish on the Project, and assess the likelihood of budget to fund for those additional elements.
- 6) Identify a working plan for the cost sharing responsibilities and agreements between the URA and the City of Twin Falls for work elements such as demolition, utility relocations or other aspects of the planned work related to the Project.
- 7) Consultant may, at the Owner's discretion, conduct an abbreviated Value Engineering review of the project at the current 90% stage of design (using Value Engineering techniques) for the purpose of further aligning the project scope to be within the Owner's budget for the project. The VE review summary will be shared with the Owner, Architect and Engineer, with the anticipation that recommended items will be incorporated in the design prior to tendering the project.

Deliverables:

- Work Plan Summary
- VE Review Summary

IB. Project Execution Plan

Duration: 1-2 months

Fee Estimate: \$74,000

Summary

- Identify and document Governance Structure
- Develop a Budget Summary and Cost Status Report format for the project
- Prepare Project Master Schedule
- Facilitate Construction Procurement and Delivery Plan

- Develop scope of work for Consultant's "Owner's Representative Services During Construction" in alignment with roles and responsibilities of Owner, Designer (OTAK), and Construction Procurement and Delivery Plan

Scope

- 1) Develop a Project Execution Plan supporting an approach that minimizes cost and schedule impacts.
- 2) Identify and document Governance Structure for the project or various projects.
- 3) Develop a scope of work to assist the Owner's efforts to administer the Design and Construction Contracts.
- 4) Develop a Budget and Cost Summary Report format for the project, for budget and scope accounting, and to align the different design segments. Compare estimates against budgets.
- 5) Prepare a summary level schedule of Project activities (the "Master Project Schedule"). The Master Project Schedule may include, but not be limited to:
 - a) Architecture and engineering services;
 - b) Long lead, pre-purchased (by Owner or under separate contract to Owner) bricks (if applicable) or amenities that will be built into the project;
 - c) Owner reviews and approvals;
 - d) Construction Procurement;
 - e) Construction Phase including general sequencing/phasing requirements and completion milestones.

Deliverables:

- Project Execution Plan
- Master Schedule
- Construction phase Scope of Services

IC. Reporting and Services during Design Completion

Duration: 9 months

Fee Estimate: \$158,000

Summary

- Facilitate Meetings (including preparing agenda and minutes)
- Identify and track Issues that potentially impact project costs and schedule
- Facilitate Coordination among Stakeholders
- Facilitate Approvals by Owner(s) (URA and City)
- Update Budget Summary Cost Status Report and Master Schedule
- Project Progress Report

Scope

- 1) Monitor and report the progress of the project design and preconstruction activities.
- 2) Provide input to Project Team on key decisions and assumptions impacting the quality, schedule, and cost of the Project.

- 3) Review and reconcile the construction cost estimates prepared by Designer. Make recommendations to Owner regarding corrective actions, if necessary. It is assumed that the Designers will provide construction estimates for the design submittals prepared for review.
- 4) Update the Master Project Schedule described under Task IB.
- 5) Conduct reviews of documents and reports provided by Designer and Contractor. Reviews are intended to ascertain on a general basis that the documents and reports appear to be consistent with standards in the industry. Consultant assumes no responsibility for accuracy and completeness of the design.
- 6) Monitor compliance with the Master Project Schedule and report any deviations to Owner.
- 7) Develop Issue tracking system that identifies issues that potentially impact project cost and schedule. Provide an update on a monthly basis including entering new items and updates the status of items previously entered.
- 8) Prepare and present a monthly progress report covering Project status, schedule, cost and budget issues and approvals (the "Monthly Report"). The Monthly Report shall contain an executive summary, list of items requiring owner action, schedule update, Project cost status report that tracks budgeted line items, expenses and changes, list of outstanding issues and any other documents necessary or appropriate for Owner review. The Monthly Report will also include a synopsis of relevant information developed by the Designer and Contractor.
- 9) Meet bi-weekly with Owner to review the status of the Project and items requiring Owner action. Facilitate approvals by Owner(s) (URA and City). Meet with the URA's and City's designated Communications Liaison for the project to reflect the liaison's input on scope and phasing issues as applicable within this scope.

Deliverables:

- Monthly Report
- Meeting agenda and minutes
- Master Schedule updates
- Budget Summary/Cost Summary updates
- Issue Tracking Sheet

ID. Services during Bid and Award

Duration: 3 months

Fee Estimate: \$75,000 (*Dependent on type of contract award and construction packages issued*)

Summary

- Bid Document Review
- Help OTAK with Bid Alternates so that Project Bid Awards are within Budget (alternates accepted as affordable)
- Guide URA and City through Bid/Award Process
- Assist with completion of Construction Contract and Preconstruction Meeting

Scope

- 1) Conduct a general review of the Contract Documents providing input on their suitability to be released for bid.
- 2) Participate in preconstruction meeting on behalf of the Owner to convey the intent of the Owner for project success and pertinent project information, such as schedule requirements and explanation of any alternate bids.
- 3) Assist the Owner with bidding the project, and selecting a qualified contractor or contractors for the Project.
- 4) In conjunction with the Designer, Consultant will evaluate the Contractor's bids and will advise the Owner of the following:
 - a) adequacy, completeness and compliance with the Bidding requirements in the Contract
 - b) potential schedule and cost impacts
 - c) areas of potential risk to Owner
- 5) Compliance and completeness of bid forms
- 6) Coordinate transmittal of documents to regulatory agencies if not Designer's or Contractor's responsibility pursuant to their respective contracts with Owner.
- 7) Assist Owner in selecting, retaining, coordinating the professional services of testing laboratories required for the Project.

Deliverables:

- Review comments on Bid Documents
- Bid Summary Results and Recommendations
- Meeting Minutes

Subtotal, Tasks IA through ID: \$358,000

II. Services during Construction

Duration: 9 months

Rough Fee Estimate Phase II: \$385,000 (dependent on the number of contractors, type of contracts awarded and construction duration)

Summary

- Construction Observation
- Assist with Payment Application and Change Order Reviews
- Coordinate Construction Phase Issues among Stakeholders
- Monthly Progress Report
- Facilitate Construction Progress Meetings

Scope

- 1) Facilitate communications between Owner, Contractor, and Designer.

- 2) Monitor and advise on Project Team performance relevant to potential quality, cost, and schedule impacts.
- 3) Meet with the URA's and City's designated representative for the project to obtain input on construction phase issues relevant to the project.
- 4) Monitor the performance of Contractor and report to Owner issues regarding contract compliance.
- 5) Review Contractor schedules and progress updates for compliance with the Contract Documents.
- 6) Monitor timely processing/updating of procurement and submittal logs prepared by the Contractor in conformance with Contract scheduling requirements.
- 7) Monitor the Designer's timely review and responses to Contractor requests for information and clarity of responses with the interest of timely turnaround of responses.
- 8) Review the Designer's supplemental instructions, bulletins, clarifications, construction change directives, change order requests, request for proposals, and related Contract Change documentation to evaluate project schedule and costs impacts and assist in Contractor Change Order reviews.
- 9) Monitor Project Team performance on a weekly basis. Consultant will periodically review Contractor's daily reports to ascertain that they are timely and reasonably accurate and complete. Consultant will report on any observed deficiencies in the quality of the Work, any apparent deviations from the Project Schedule or detailed construction schedules prepared by the Contractor; and any observed occurrences of Work that might result in a claim for a change in Contract Time or Contract Sum.
- 10) Review and make recommendations on requests for additional time and additional cost from Designer or Contractor.
- 11) Monitor Contractor's coordination with local property owners and tenants regarding temporary shut downs, jobsite staging, material deliveries, utility tie-ins, pedestrian and traffic flow disruptions, etc.
- 12) Monitor Contractor's interaction with Owner's staff, property owners, tenants, and the public.
- 13) Monitor and assist in the coordination of timely delivery and installation of Owner-furnished/Contractor-installed equipment.
- 14) Monitor coordination and installation of furnishings, signage, plant-scape, and artwork.
- 15) Monitor and manage a payment application process for the Designer and Contractor that includes submittal, review and approval protocols.
- 16) Review Contractor's submitted detailed Schedule of Values to be included as the basis of future payment applications.
- 17) Review applications and certifications for payment from Designer and Contractor. Consultant's recommended approval of an application for payment from the Contractor shall constitute a representation to Owner that, to the best of Consultant's knowledge, the Work has progressed to the point indicated and the quality of the Work is in substantial compliance with the Contract Documents.
- 18) Coordinate with Designer, and assist the Owner in reviewing the Project, or portions thereof, for substantial and final completion. Consultant is not responsible for determination of substantial and final completion of work.
- 19) Monitor submittal and receipt of operations and maintenance manuals, record documents, as-built drawings, warranties, guarantees, and other deliverables required by the Contract Documents.

20) Monitor the Designer's review of as-built or record drawings of Contractor.

Assumptions

- a) The presence or duties of Consultant's personnel at a construction site, whether as onsite representatives or otherwise, do not cause the Consultant or Consultant's personnel in any way to be responsible for those duties that belong to Owner and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
- b) Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.
- c) Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.
- d) Consultant will provide limited advice to Owner concerning a public outreach program. Planning, coordination, and implementation of same is not included in this scope of work.
- e) When requested in writing by Owner, Consultant shall make reasonable attempts to make available to Owner any personnel or consultants employed or retained by Consultant for the purpose of reviewing, studying, analyzing, or investigating any claims, contentions, allegations, or legal actions relating to, or arising out of, the design or construction of the Project. Such services, if necessary, shall be compensated as additional services.
- f) Consultant's fee is based on level of effort of staff proposed. Services proposed during the construction phase are based on continuous 40 hour work week, Monday through Friday, 8 continuous hours each day between hours of 7 am through 6 pm for durations stated herein for construction phase services.
- g) The fees described herein are based on "estimated time and expenses" to perform the services as described herein. The Consultant will perform the scope of services described herein to the extent and limited to the actual hours and expenses incurred where the total fee, based on the hours and expenses incurred, does not exceed the total Not to Exceed Fee.
- h) This scope and fee does not include direct coordination or oversight of other ongoing projects in proximity to the streetscapes project.
- i) The scope and fee is based on continuous duration for each phase as described herein and does not include delays due to design, re-design, bidding activities, construction, construction changes outside of the control of Consultant.