

COUNCIL AGENDA SYNOPSIS



-----Initials-----				ITEM No.
Meeting Date	Prepared by	Mayor's review	Council review	Spec 2.B.
12/10/18	RB	<i>RB</i>	<i>RB</i>	

ITEM INFORMATION

STAFF SPONSOR: RACHEL BIANCHI		ORIGINAL AGENDA DATE: 12/10/18	
AGENDA ITEM TITLE Amendment 3 to Contract #18-049 with BNBuilders to demolish the Travelodge.			
CATEGORY	<input type="checkbox"/> Discussion	<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Resolution
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Other		
Mtg Date	Mtg Date 12/10/18	Mtg Date	Mtg Date
SPONSOR <input type="checkbox"/> Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> HR <input type="checkbox"/> DCD <input type="checkbox"/> Finance <input type="checkbox"/> Fire <input type="checkbox"/> TS <input type="checkbox"/> P&R <input type="checkbox"/> Police <input type="checkbox"/> PW <input type="checkbox"/> Court			
SPONSOR'S SUMMARY Staff is seeking approval on an amendment to BNBuilders' contract to demolish the Travelodge.			
REVIEWED BY	<input type="checkbox"/> C.O.W. Mtg.	<input type="checkbox"/> CDN Comm	<input type="checkbox"/> Finance Comm.
	<input type="checkbox"/> Trans & Infrastructure	<input type="checkbox"/> Arts Comm.	<input checked="" type="checkbox"/> Public Safety Comm.
		<input type="checkbox"/> Parks Comm.	<input type="checkbox"/> Planning Comm.
DATE: 12/3/18	COMMITTEE CHAIR: HOUGARDY		
RECOMMENDATIONS:			
SPONSOR/ADMIN. Mayor's Office			
COMMITTEE Forward to 12/10/18 Special Meeting Consent Agenda			
COST IMPACT / FUND SOURCE			
EXPENDITURE REQUIRED	AMOUNT BUDGETED	APPROPRIATION REQUIRED	
\$	\$	\$	
Fund Source:			
Comments:			
MTG. DATE	RECORD OF COUNCIL ACTION		
12/10/18			
MTG. DATE	ATTACHMENTS		
12/10/18	Informational Memorandum dated November 28, 2018 (Updated after PS Com.)		
	Amendment #3 to Contract #18-049 with BNBuilders		
	Minutes from the Public Safety Com. meeting of 12/3/18		



INFORMATIONAL MEMORANDUM

TO: Public Safety Committee
FROM: Rachel Bianchi, Deputy City Administrator
CC: Mayor Ekberg
DATE: November 28, 2018
SUBJECT: GC/CM Contract Amendment No. 3 for the Justice Center
(Updated after the PS Committee-see strike-thru underlined text)

ISSUE

On November 1, 2018 the City acquired the Travelodge motel property located at 14845 Tukwila International Boulevard ("JC-8") for the Justice Center project. Amendment No. 3 to BNBuilders' contract would allow for demolition of the existing vacant buildings on this property.

BACKGROUND

JC-8 is a 38,290 square foot parcel, with two buildings totaling 21,424 square feet that previously housed a Travelodge motel franchise. The buildings are vacant at this time.

The Police Department has already reported incidents related to the boarded-up property. Despite site fencing and signs saying "No Trespassing" there is significant risk that trespassing, vandalism and other criminal activity could occur at the property while the buildings sit vacant. Based on these risks, the City believes the building poses an immediate and continued threat to public safety and should be demolished as soon as possible.

The necessary work includes hazardous building materials abatement and building demolition. BNBuilders, the City's General Contractor/Construction Manager (GC/CM), obtained competitive bids for the demolition and associated work. The total cost for demolition of these buildings is \$165,100, which includes a \$10,000 Owner's contingency should unexpected changes of scope arise in the process of demolition. The total amount will be allocated as follows:

Table with 2 columns: Description, Amount. Rows: Contract Amount (Amendment No. 3) \$165,100; Owner's Contingency 10,000; Total \$175,100.

The demolition and associated work is included in the Justice Center project budget. The contractor is hoping to begin demolition in December 2018, pending utility disconnects and permits.

The contract amendment was prepared by the City's outside legal counsel and reviewed by the City's project management consultant (SOJ) and the Council's Project Management Quality Assurance consultant (Steve Goldblatt).

The Committee asked that this memo be updated to reflect that the City will pay a premium of approximately \$60,000 in order to demolish the Travelodge now before demolishing the remaining buildings on the Justice Center site. This additional cost is associated with lack of efficiencies of demolishing one structure as opposed to many at once. However, the Administration believes this premium is worth expending given the liability of having the former motel be subject to squatters, looters and other activity for five to six months. In addition, it is

very likely the City would incur additional haz-mat clean up costs should the building remain empty. Much of the haz-mat abatement costs the City paid on the JC-9 property, which had sat vacant for a period of time before it was purchased, was to remediate waste associated with squatters.

RECOMMENDATION

The Public Safety Committee is asked to approve the contract amendment. The staff asks that the contract amendment be moved to the consent agenda at the special meeting on December 10, 2018 in order to facilitate the quick demolition of these buildings.

ATTACHMENTS

BNBuilders Contract Amendment No. 3



AIA[®] Document A133[™] – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

Tukwila Justice Center
Tukwila WA

JC-8 Early Abatement and Demolition Scope

THE OWNER:

(Name, legal status and address)

City of Tukwila
6200 Southcenter Boulevard
Tukwila WA 98188

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

BNBuilders, Inc.
2601 Fourth Ave
Suite 350
Seattle, WA 98121

ARTICLE A.1

§ A.1.1 Total Contract Cost

Pursuant to Section 2.2 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Maximum Allowable Construction Cost (MACC), Total Contract Cost (TCC) and terms governing a specified scope of work related to early abatement and demolition of two buildings on the JC-8 parcel, which is one of several parcels for the future Justice Center ("JC-8 Early Abatement and Demolition Scope"). The Work required by the JC-8 Early Abatement and Demolition Scope is further described in the BNBuilders Building System Summary attached hereto as Exhibit A and the Site Plan attached hereto as Exhibit B, both of which are incorporated by this reference. As agreed by the Owner and Construction Manager, the Total Contract Cost is an amount that the Contract Sum shall not exceed. The Total Contract Cost consists of the MACC (including the Construction Cost, Negotiated Support Services, and MACC Contingency); the Fixed Fee; the Fixed Amount for Specified General Conditions work; and applicable Washington State sales tax.

§ A.1.1.1 The Total Contract Cost for the JC-8 Early Abatement and Demolition Scope, including Washington State Sales Tax is guaranteed by the Construction Manager not to exceed One Hundred Sixty-Five Thousand One Hundred Dollars (\$ 165,100), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Total Contract Cost. Provided below is an itemized statement of the Total Contract Cost for the JC-8 Early Abatement and Demolition Scope organized by its component parts:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

Specified General Conditions	\$26,999
Maximum Allowable Construction Contract (MACC)	
Construction Total	\$105,824
Negotiated Support Services (NSS)	\$8,761
MACC Contingency @ 2.5%	\$2,646
GC/CM Fixed Fee @ 5% (Fee is not allowed on the Specified General Conditions, or Preconstruction Allowance)	\$5,862
TOTAL CONTRACT COST (Excluding WSST)	\$150,091
Washington State Sales Tax	\$15,009
Sum	\$165,100

(Paragraphs deleted)

§ A.1.1.2.1 The Preconstruction Services NTE Limit, as previously agreed to by the parties, is:

To be stated in the GMP Amendment for the full scope of the Work.

§ A.1.1.3 The Total Contract Cost for the JC-8 Early Abatement and Demolition Scope is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

Not applicable.

§ A.1.1.4 Allowances included in the Total Contract Cost, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
Not applicable.	Not applicable.

§ A.1.1.5 Assumptions, if any, on which the Total Contract Cost is based:

Not applicable.

§ A.1.1.6 The Total Contract Cost is based upon the following General Conditions:

AIA Document A201 – 2007, General Conditions of the Contract for Construction, as modified
(Table deleted)

§ A.1.1.7 The Total Contract Cost is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Not applicable.

Section	Title	Date	Pages
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§ A.1.1.8 The Total Contract Cost is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

Not applicable.

Number	Title	Date
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§ A.1.1.9 The Total Contract Cost is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Exhibit A: BNBuilders Building System Summary
Exhibit B: Site Plan

ARTICLE A.2

§ A.2.1 Substantial Completion Dates

The required date for Substantial Completion of the JC-8 Early Abatement and Demolition Scope established by this Amendment:

60 calendar days from issuance by the Owner of the Notice to Proceed for the JC-8 Early Abatement and Demolition Scope

§ A.2.2 Physical Completion Dates

The required date for Physical Completion of the JC-8 Early Abatement and Demolition Scope established by this Amendment:

Not applicable.

§ A.2.3 Final Completion Dates

The required date for Final Completion of the JC-8 Early Abatement and Demolition Scope established by this Amendment:

Not applicable.

§ A.2.4 Construction Schedule

Not applicable (See Section A.2.1 above).

ARTICLE A.3 Key Personnel

The following named key personnel shall remain assigned for the duration of the Project unless otherwise agreed to in writing by Owner:

Project Manager: Geri Urbas
Project Superintendent: David Cantrell
Project Engineer: To be assigned.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

(Printed name and title)

EXHIBIT A

EXHIBIT B



D. Contract Amendment: BNBuilders

Staff is seeking Council approval of Amendment No. 3 to Contract 18-049 in the amount of \$165,100 and \$100,00 contingency for demolition of the vacant buildings on the Travelodge property. Staff would like to demolish as soon as possible due to the risks associated with vacant buildings. The contractor is hoping to begin demolition in December 2018 pending utility disconnects and permits. The demolition and associated work is included in the approved Justice Center project budget. The Committee asked that the memo be updated to reflect that the City will pay a premium of around \$60,000 to demolish the Travelodge now before demolishing the other buildings on site. **UNANIMOUS APPROVAL. FORWARD TO DECEMBER 10, 2018 SPECIAL CONSENT AGENDA.**

E. 2018 Public Safety Committee Work Plan

Committee members and staff discussed the status of items on the Committee work plan, which will be included in the Committee of the Whole packet for a Council year-end report. **DISCUSSION ONLY.**

III. MISCELLANEOUS

Traffic Camera Pilot Project

The traffic camera pilot proposal and ordinance were sent back to Committee after the addition of a proposed school zone camera pair in the vicinity of Foster High and Showalter Middle School on South 144th. The Police Department’s original proposal was for three red light intersection cameras, but some Councilmembers expressed interest to include school zone speed cameras in the pilot. Committee members discussed the proposal. Judge Walden offered that tickets given by officers in school zones cannot be reduced, and tickets resulting from these cameras would be preferable as they can be reduced and they do not go on a permanent record. Community service is also an option in lieu of payment. She believes school zone cameras are effective at reducing speeding behavior. Chief Linton addressed outreach, stating that PD will engage with social media just as with the original proposal. He met with the new interim Superintendent and will reach out to the School Board.

Chair Hougardy asked that the following questions about the school zone cameras, some of which are answered in the memo and presentation, be incorporated into a fact sheet for Council and public reference before the next meeting:

- 1) What is the fine amount in the school zones? Give examples.
- 2) At what times of the day will the cameras be operational? Can these times be changed? If so, who makes that decision and how are others notified?
- 3) At what speed limits would the fines be enforced? Can these be changed? If so, who makes that decision, and how are others notified?
- 4) Where would the cameras be placed?
- 5) When was the study referenced in the presentation conducted?
- 6) Will the tickets be reported to insurance companies?
- 7) What other types of mitigation are available and are they being considered?