

COUNCIL AGENDA SYNOPSIS



-----Initials-----			
Meeting Date	Prepared by	Mayor's review	Council review
04/22/19	CO	<i>CO</i>	<i>RQH</i>

ITEM No.

**4.C. &
Spec 2.C.**

ITEM INFORMATION

STAFF SPONSOR: **RACHEL BIANCHI** ORIGINAL AGENDA DATE: **4/22/19**

AGENDA ITEM TITLE **3 Contracts for Project Neutral/dispute resolution services for the Public Safety Plan for the Justice Center, Fire Station 51 and Fire Station 52**

CATEGORY	<input checked="" 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
	<i>Mtg Date 4/22/19</i>	<i>Mtg Date 4/22/19</i>	<i>Mtg Date</i>	<i>Mtg Date</i>	<i>Mtg Date</i>	<i>Mtg Date</i>	<i>Mtg Date</i>

SPONSOR Council Mayor HR DCD Finance Fire TS P&R Police PW Court

SPONSOR'S SUMMARY **Staff is seeking approval of 3 contracts for Project Neutral Services between (1) Steve Amento, BNBuilders and Tukwila for the Justice Center for \$15,800 (plus contingency); (2) Steve Amento, Lydig Construction and Tukwila for Fire Station 51 for \$15,800 (plus contingency); (1) Steve Amento, BNBuilders and Tukwila for Fire Station 52 for \$13,700 (plus contingency).**

REVIEWED BY C.O.W. Mtg. CDN Comm Finance Comm. Public Safety Comm.
 Trans & Infrastructure Arts Comm. Parks Comm. Planning Comm.

DATE: **4/15/19** COMMITTEE CHAIR: **ROBERTSON**

RECOMMENDATIONS:
 SPONSOR/ADMIN: **Mayor's Office**
 COMMITTEE: **Unanimous Approval; Forward to 4/22 Special Meeting Consent**

COST IMPACT / FUND SOURCE

EXPENDITURE REQUIRED	AMOUNT BUDGETED	APPROPRIATION REQUIRED
\$45,300 plus contingency	\$45,300 plus contingency	\$

Fund Source:
 Comments:

MTG. DATE	RECORD OF COUNCIL ACTION
4/22/19	

MTG. DATE	ATTACHMENTS
4/22/19	Informational Memorandum dated 3/23/19
	3 Project Neutral Contracts & scope of work for Justice Ctr., Fire Station 51 and 52
	Project budget
	Minutes from the Public Safety Com. meeting of 4/15/19



INFORMATIONAL MEMORANDUM

TO: Public Safety Committee
FROM: Rachel Bianchi, Deputy City Administrator
BY: Justine Kim, Senior Program Manager, Shiels Obletz Johnsen
CC: Mayor Allan Ekberg
DATE: March 23, 2019
SUBJECT: Public Safety Plan – Justice Center/Fire Station 51/52
(JC) Project No. 91630601, (FS51/52) Project No. 90830402
Project Neutral Services – Steve Amento

ISSUE

Execute contract to provide Project Neutral Agreement Services for the Public Safety Plan – Justice Center, Fire Station 51 and Fire Station 52 Projects.

BACKGROUND

The principle objective of the Project Neutral is to prevent and assist with the resolution of potential construction claims and/or disputes between the owner “City of Tukwila” and the GCCM (“BNBuilders” or “Lydig”). The Project Neutral will act in an independent and neutral manner, to act as a mediator, seeking mutual agreement.

Steve Amento is being recommended as the Project Neutral. The City has confirmed that Steve is well qualified to conduct the work requested. Fire Station 52 project will need Project Neutral services at a future date. The City will issue the initial notice to proceed solely for amount needed for Fire Station 51 and the Justice Center. Because the proposed fee is an estimate and will vary based on actual services required during construction, a 10% contingency has been added.

FISCAL IMPACT

The contract amount is well within the project budgets. The following table shows the not to exceed contract amounts per project, the FS52 allowance, the contingency amount and the total.

Project Neutral Agreement – Justice Center	\$15,800.00
Project Neutral Agreement – Fire Station 51	\$15,800.00
Project Neutral Agreement – Fire Station 52 (<i>Allowance</i>)	\$13,700.00
Contract Amount	\$45,300.00
Contingency (10% of above)	\$4,530.00
Total	\$49,830.00

RECOMMENDATION

Council is being asked to approve Steve Amento’s Contract in the amount of \$45,300 and to consider this item at the April 22, 2019 Committee of the Whole and authorize the Mayor to sign the contract at the Special meeting to follow that same night.

ATTACHMENTS: Project Neutral contract, scope of work, and fee

**TUKWILA PUBLIC SAFETY PLAN – JUSTICE CENTER PROJECT
DISPUTE RESOLUTION PROJECT NEUTRAL AGREEMENT**

This Agreement is entered into among the City of Tukwila (“COT”), BNBuilders, Inc. (“BNB”), and Steve Amento (“Project Neutral”).

The alternative dispute resolution process for the Tukwila Public Safety Plan Justice Center Project (“Project”) shall be provided by the Project Neutral and shall govern the resolution of claims and disputes by BNB and its subcontractor with COT under the terms of this Agreement, pursuant to Public Safety Plan – Justice Center, City Project No. 91630501, Contract 18-049 AIA Document A133 – 2009 Article 9 -Dispute Resolution.

The Project Neutral, Steve Amento, shall serve until the completion of the Project. The Project Neutral may be replaced as provided below.

COT and BNB agree to indemnify and hold harmless the Project Neutral from any liability arising from the execution of duties as a Project Neutral, as described in this Agreement. As a condition to accepting an appeal from BNB on behalf of one of its subcontractors or subconsultants, BNB shall present to COT at the time of delivering the appeal notice a certificate, signed by an authorized representative of the subcontractor or subconsultant, in which the subcontractor or subconsultant agrees to indemnify and hold harmless the Project Neutral from liability arising from the execution of his duties as the Project Neutral.

**I
DESCRIPTION OF THE WORK**

The Project Neutral shall provide fair, prompt and cost-effective consideration of disputes placed before it. The Project Neutral is not the representative or advocate of COT or BNB.

OBJECTIVES

The principal objective of the Project Neutral is to assist the resolution of construction claims and/or disputes between COT and BNB, without resorting to litigation. If this objective is achieved, disputes can be resolved promptly with minimum expense, and with minimum disruption to the administration and performance of the work on this Project.

In formal matters, the Project Neutral will make written recommendations, which are not binding on COT or BNB. All formal Project Neutral decisions and recommendations will be in writing.

By creating this process, it is not intended that COT or BNB abandon their obligation to amicably and fairly settle their differences without resorting to the Project Neutral process. The Project Neutral will encourage settlement of differences at the job level and encourage COT and BNB to refer matters to the Project Neutral only when they cannot reasonably resolve a dispute.

RESPONSIBILITY OF THE PROJECT NEUTRAL

In facilitating the prompt and fair resolution of disputes among or between COT and BNB arising from performance of the work on the Project, the Project Neutral shall strive, whenever possible, to act as a mediator, seeking mutual agreement.

The Project Neutral shall become familiar with the Contract Documents, be provided access to any documents by COT and BNB that would be helpful in keeping the Project Neutral informed about the Project. The Project Neutral should receive copies of any key written communications between the parties. The Project Neutral should visit the job site as needed, accompanied by representatives of COT and BNB.

The Project Neutral shall refrain from giving any advice or consulting services to either COT or BNB, shall refrain from entering into any business relationship with COT or BNB during the course of service and shall refrain from any act which would create an appearance of unfairness. The Project Neutral will act in an independent and neutral manner. As a condition to its selection, the Project Neutral hereby affirms that he is free of any conflict of interest. The foregoing shall not, however, be interpreted as restricting the Project Neutral from serving as project neutral or Dispute Resolution Board member on other projects for COT or BNB.

Regular construction progress meetings among COT, BNB, and their respective representatives are held at or near the job site. The Project Neutral is welcome to attend any of these meetings and may be called upon to participate. BNB will prepare minutes of these meetings. The Project Neutral will be on the circulation list for meeting minutes.

INFORMAL GUIDANCE MEETINGS

The parties are encouraged to involve the Project Neutral in resolution of any emerging disputes or problems as early as possible. The Project Neutral shall be available on relatively short notice to meet with the parties to provide informal non-binding guidance on the preliminary thoughts of the Project Neutral regarding any issue. Either party may request such a meeting through telephone, facsimile, or email communication with the Project Neutral. The informal review is in addition to the formal process set forth below.

These meetings will be very informal discussions with input and comments encouraged from all parties. Initial impressions and guidance will be provided by the Project Neutral orally. No written recommendation will be made by the Project Neutral, unless requested by both COT and BNB. Use of the Project Neutral informally shall not waive the requirements of the Contract Documents.

GENERAL PROCEDURE GOVERNING FORMAL DISPUTES

If informal guidance does not resolve a dispute, COT or BNB may request a formal dispute resolution proceeding by written notice to the Project Neutral.

The Project Neutral shall determine the procedures for the formal dispute process. COT and

BNB may submit whatever relevant evidence each believes supports its position in the dispute and shall submit any additional evidence or information the Project Neutral requests. COT and BNB will furnish copies of all submissions to each other. The Project Neutral may elect to hear testimony or oral argument or may decline to do so.

The Project Neutral shall endeavor to resolve each dispute in an expeditious and cost-effective manner. The Project Neutral shall promptly render his recommendation or decision in writing to COT and BNB.

Within 30 days of the Project Neutral's decision, COT and BNB shall confer and attempt to reach an agreement regarding implementation of the decision, and if appropriate, enter into a written agreement, which may be a change order.

The Project Neutral shall decide when to conduct hearings. If the matter is not urgent, the hearing may be scheduled during the time of the Project Neutral's next regular visit to the site. For an urgent matter, the Project Neutral should convene a hearing at the earliest convenience for all parties, provided, however, in no event shall the hearing commence later than 30 days after delivery of a written appeal to the Project Neutral, unless agreed to by the parties.

The Project Neutral may designate any location to conduct the hearing where it deems convenient. However, strong preference should be given to locations at or near the site to minimize impact on the work force and to provide opportunities to timely adjourn to the site to further evaluate the claims.

COT and BNB shall cooperate in the scheduling and conduct of the hearings and may have representatives at any hearing. The Project Neutral will determine the order and manner in which information is presented at any hearing. At any time, the Project Neutral may ask questions, request clarification, or ask for further data.

The Project Neutral's decision/recommendation shall be based on the pertinent Contract Documents and the relevant facts and circumstances involved in the dispute. The Project Neutral is free to conduct his own investigation of any matter presented to it, provided that any such independent investigation and the results thereof shall be detailed in the written decision/recommendation of the Project Neutral.

The Project Neutral will determine when he has received sufficient information from the parties to the dispute and when to close the evidence. After the hearings are concluded, the Project Neutral shall deliberate in private and reach a conclusion. The decision or recommendation of the Project Neutral will be announced in writing.

In a dispute, if the Project Neutral's recommendations do not resolve the dispute, the Project Neutral's written recommendations will be admissible as evidence in any subsequent litigation. COT and BNB may present in any subsequent litigation only evidence that falls into one or more of the following categories: (1) of those facts or circumstances giving rise to or supporting the dispute presented to the Project Neutral prior to the Project Neutral's written findings and recommendations; (2) of those facts and circumstances that could not have been discovered

through due diligence; or (3) of costs which could not be reasonably ascertained prior to the hearing may be added after the Project Neutral process.

Any party to a dispute may request reconsideration of a Project Neutral recommendation by requesting the same within five business days of the date of receipt of the Project Neutral's determination. However, the Project Neutral's reconsideration will be limited solely to hearing new arguments. No new evidence will be considered.

II OBLIGATIONS OF THE PARTIES

FURNISHING DOCUMENTS

The Project Neutral shall have access to such Contract Documents as he shall request. COT will furnish the Project Neutral with a copy of the General Conditions, and BNB shall furnish the Project Neutral with a copy of all Prime or GCCM subcontracts related to the Project. COT and BNB will make the necessary representatives available to conduct a joint briefing of the Project Neutral on the status of the Project at a time to be mutually agreed upon.

COT and BNB will furnish the Project Neutral with relevant schedule documents, minutes of relevant meetings, and other information the Project Neutral may request.

CONSTRUCTION SITE VISITS

The Project Neutral shall visit the Project site to keep abreast of construction activities and to develop a familiarity of the work in progress. The frequency, exact time, and duration of these visits shall be as mutually agreed among COT, BNB, and the Project Neutral.

PROJECT NEUTRAL REPLACEMENT

The Project Neutral serves as the mutual consent of COT and BNB, and the services of the Project Neutral shall cease on notification that COT or BNB wish to withdraw their consent. Should the need arise to appoint a replacement, the replacement shall be appointed with the mutual consent of COT and BNB. The appointment of any replacement will begin promptly upon determination of the need for replacement and shall be completed within 21 calendar days.

COORDINATION AND SERVICES

COT and BNB will cooperate in the coordination of Project Neutral operations. COT will arrange or provide a meeting facility convenient to the project site and will provide secretarial and copy services.

COT will maintain complete cost records for COT's and BNB's shared expenses of the Project Neutral, and these records will be available for inspection by BNB. These expenses include the Project Neutral's fees and travel expenses, local lodging and subsistence, and direct costs associated with the Project Neutral operations. Travel, lodging, subsistence, and other direct

costs require prior approval by COT and BNB.

III TIME FOR BEGINNING AND COMPLETION

The Project Neutral is to be available until notified in writing by COT that there are no pending issues or disputes.

IV PAYMENT

The costs for the Project Neutral shall be borne equally by COT and BNB for services rendered under this Agreement as provided hereinafter.

Such payments shall be full compensation for work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to the operation of the Project Neutral.

ALL INCLUSIVE RATE PAYMENT

The Project Neutral shall be paid at the rate of \$225 per hour, not to exceed 4 hours per month for regular monthly services. Services beyond that shall be paid at the same hourly rate. Subsequent changes in the rate are subject to agreement among COT, BNB, and the Project Neutral.

PAYMENTS

The Project Neutral may submit invoices not more than once per month to COT for payment for authorized work completed by the Project Neutral. Such invoices shall be in a format approved by COT and accompanied by a general description of activities performed during that billing period. COT shall be reimbursed 50% by BNB for payments made to the Project Neutral of amounts properly invoiced by Project Neutral.

The maximum amount of payments (including reimbursable expenses) under this Agreement is \$15,800 (\$7,900 each for COT and BNB). Any modification to this amount must be approved by COT and BNB in writing as a change to this Agreement.

INSPECTION OF COSTS RECORDS

The Project Neutral shall keep available the cost records and accounts pertaining to this Agreement for inspection by representatives of COT and BNB for a period of six years after final payment. If any litigation, claim, or audit arising out of, in connection with, or related to this Agreement is initiated before the expiration of the six-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

V
ASSIGNMENT OF TASKS OF WORK

The Project Neutral shall not assign any of the work of this Agreement without the written consent of COT and BNB.

VI
LEGAL RELATIONSHIP

The parties agree that the Project Neutral, in the performance of his duties, is acting as an independent contractor and not as an agent or employee of COT or BNB.

VII
DISPUTES

Any Claim which cannot be resolved by negotiation and mutual concurrence among the parties and the assistance of the Project Neutral may, at the instance of any party, be referred to the Superior Court of the State of Washington in King County. The parties may agree to mediate any dispute prior to litigation.

VIII
PERSONAL JURISDICTION

For purposes of enforcement of these provisions, COT, BNB, and Project Neutral hereby consent to the personal jurisdiction of the Superior Court of the State of Washington, situated in King County.

IX
THE PROJECT NEUTRAL

The undersigned Project Neutral consents to these terms and further affirms the following Code of Ethics:

1. I shall uphold the integrity and fairness of the Project Neutral process;
2. I shall disclose any interest or relationship likely to affect impartiality or which might create an appearance of partiality or bias;
3. I shall avoid impropriety or the appearance of impropriety in communicating with COT and BNB;
4. I shall conduct the proceedings fairly and diligently;
5. I shall make decisions in a just, independent, and deliberate manner; and
6. I shall be faithful to the relationship of trust and confidentiality inherent as a Project Neutral.

EFFECTIVE THIS ____ DAY OF _____, 2019.

PROJECT NEUTRAL

Steve Amento

Date: _____

THE CITY OF TUKWILA

BNBUILDERS, INC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**TUKWILA PUBLIC SAFETY PLAN – FIRE STATION 51
DISPUTE RESOLUTION PROJECT NEUTRAL AGREEMENT**

This Agreement is entered into among the City of Tukwila (“COT”), Lydig Construction (“Lydig”), and Steven Amento (“Project Neutral”).

The alternative dispute resolution process for the Tukwila Public Safety Plan Fire Station 51 Project (“Project”) shall be provided by the Project Neutral and shall govern the resolution of claims and disputes by Lydig and its subcontractor with COT under the terms of this Agreement, pursuant to Public Safety Plan – Fire Station 51, Project No. 90830402, Contract 18-001 AIA Document A133 – 2009 Article 9 -Dispute Resolution.

The Project Neutral, Steve Amento, shall serve until the completion of the Project. The Project Neutral may be replaced as provided below.

COT and Lydig agree to indemnify and hold harmless the Project Neutral from any liability arising from the execution of duties as a Project Neutral, as described in this Agreement. As a condition to accepting an appeal from Lydig on behalf of one of its subcontractors or subconsultants, Lydig shall present to COT at the time of delivering the appeal notice a certificate, signed by an authorized representative of the subcontractor or subconsultant, in which the subcontractor or subconsultant agrees to indemnify and hold harmless the Project Neutral from liability arising from the execution of his duties as the Project Neutral.

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**VIII
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For purposes of enforcement of these provisions, COT, Lydig, and Project Neutral hereby consent to the personal jurisdiction of the Superior Court of the State of Washington, situated in King County.

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4. I shall conduct the proceedings fairly and diligently;
5. I shall make decisions in a just, independent, and deliberate manner; and
6. I shall be faithful to the relationship of trust and confidentiality inherent as a Project Neutral.

EFFECTIVE THIS ____ DAY OF _____, 2019.

PROJECT NEUTRAL

Steve Amento

Date: _____

THE CITY OF TUKWILA

LYDIG CONSTRUCTION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**TUKWILA PUBLIC SAFETY PLAN – FIRE STATION 52
DISPUTE RESOLUTION PROJECT NEUTRAL AGREEMENT**

This Agreement is entered into among the City of Tukwila (“COT”), Lydig Construction (“Lydig”), and Steven Amento (“Project Neutral”).

The alternative dispute resolution process for the Tukwila Public Safety Plan Fire Station 52 Project (“Project”) shall be provided by the Project Neutral and shall govern the resolution of claims and disputes by Lydig and its subcontractor with COT under the terms of this Agreement, pursuant to Public Safety Plan – Fire Station 52, Project No. 90830402, Contract 18-001 AIA Document A133 – 2009 Article 9 -Dispute Resolution.

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The Project Neutral shall provide fair, prompt and cost-effective consideration of disputes placed before it. The Project Neutral is not the representative or advocate of COT or Lydig.

OBJECTIVES

The principal objective of the Project Neutral is to assist the resolution of construction claims and/or disputes between COT and Lydig, without resorting to litigation. If this objective is achieved, disputes can be resolved promptly with minimum expense, and with minimum disruption to the administration and performance of the work on this Project.

In formal matters, the Project Neutral will make written recommendations, which are not binding on COT or Lydig. All formal Project Neutral decisions and recommendations will be in writing.

By creating this process, it is not intended that COT or Lydig abandon their obligation to amicably and fairly settle their differences without resorting to the Project Neutral process. The Project Neutral will encourage settlement of differences at the job level and encourage COT and Lydig to refer matters to the Project Neutral only when they cannot reasonably resolve a dispute.

RESPONSIBILITY OF THE PROJECT NEUTRAL

In facilitating the prompt and fair resolution of disputes among or between COT and Lydig arising from performance of the work on the Project, the Project Neutral shall strive, whenever possible, to act as a mediator, seeking mutual agreement.

The Project Neutral shall become familiar with the Contract Documents, be provided access to any documents by COT and Lydig that would be helpful in keeping the Project Neutral informed about the Project. The Project Neutral should receive copies of any key written communications between the parties. The Project Neutral should visit the job site as needed, accompanied by representatives of COT and Lydig.

The Project Neutral shall refrain from giving any advice or consulting services to either COT or Lydig, shall refrain from entering into any business relationship with COT or Lydig during the course of service and shall refrain from any act which would create an appearance of unfairness. The Project Neutral will act in an independent and neutral manner. As a condition to its selection, the Project Neutral hereby affirms that he is free of any conflict of interest. The foregoing shall not, however, be interpreted as restricting the Project Neutral from serving as project neutral or Dispute Resolution Board member on other projects for COT or Lydig.

Regular construction progress meetings among COT, Lydig, and their respective representatives are held at or near the job site. The Project Neutral is welcome to attend any of these meetings and may be called upon to participate. Lydig will prepare minutes of these meetings. The Project Neutral will be on the circulation list for meeting minutes.

INFORMAL GUIDANCE MEETINGS

The parties are encouraged to involve the Project Neutral in resolution of any emerging disputes or problems as early as possible. The Project Neutral is available on relatively short notice to meet with the parties to provide informal non-binding guidance on the preliminary thoughts of the Project Neutral regarding any issue. Either party may request such a meeting through telephone, facsimile, or email communication with the Project Neutral. The informal review is in addition to the formal process set forth below.

These meetings will be very informal discussions with input and comments encouraged from all parties. Initial impressions and guidance will be provided by the Project Neutral orally. No written recommendation will be made by the Project Neutral, unless requested by COT and Lydig. Use of the Project Neutral informally shall not waive the requirements of the Contract Documents.

GENERAL PROCEDURE GOVERNING FORMAL DISPUTES

If informal guidance does not resolve a dispute, COT or Lydig may request a formal dispute resolution proceeding by written notice to the Project Neutral.

The Project Neutral shall determine the procedures for the formal dispute process. COT and

Lydig may submit whatever relevant evidence each believes supports its position in the dispute and shall submit any additional evidence or information the Project Neutral requests. COT and Lydig will furnish copies of all submissions to each other. The Project Neutral may elect to hear testimony or oral argument or may decline to do so.

The Project Neutral shall endeavor to resolve each dispute in an expeditious and cost-effective manner. The Project Neutral shall promptly render his recommendation or decision in writing to COT and Lydig.

Within 30 days of the Project Neutral's decision, COT and Lydig shall confer and attempt to reach an agreement regarding implementation of the decision, and if appropriate, enter into a written agreement, which may be a change order.

The Project Neutral shall decide when to conduct hearings. If the matter is not urgent, the hearing may be scheduled during the time of the Project Neutral's next regular visit to the site. For an urgent matter, the Project Neutral should convene a hearing at the earliest convenience for all parties, provided, however, in no event shall the hearing commence later than 30 days after delivery of a written appeal to the Project Neutral, unless agreed to by the parties.

The Project Neutral may designate any location to conduct the hearing where it deems convenient. However, strong preference should be given to locations at or near the site to minimize impact on the work force and to provide opportunities to timely adjourn to the site to further evaluate the claims.

COT and Lydig shall cooperate in the scheduling and conduct of the hearings and may have representatives at any hearing. The Project Neutral will determine the order and manner in which information is presented at any hearing. At any time, the Project Neutral may ask questions, request clarification, or ask for further data.

The Project Neutral's decision/recommendation shall be based on the pertinent Contract Documents and the relevant facts and circumstances involved in the dispute. The Project Neutral is free to conduct his own investigation of any matter presented to it, provided that any such independent investigation and the results thereof shall be detailed in the written decision/recommendation of the Project Neutral.

The Project Neutral will determine when he has received sufficient information from the parties to the dispute and when to close the evidence. After the hearings are concluded, the Project Neutral shall deliberate in private and reach a conclusion. The decision or recommendation of the Project Neutral will be announced in writing.

In a dispute, if the Project Neutral's recommendations do not resolve the dispute, the Project Neutral's written recommendations will be admissible as evidence in any subsequent litigation. COT and Lydig may present in any subsequent litigation only evidence that falls into one or more of the following categories: (1) of those facts or circumstances giving rise to or supporting the dispute presented to the Project Neutral prior to the Project Neutral's written findings and recommendations; (2) of those facts and circumstances that could not have been discovered

through due diligence; or (3) of costs which could not be reasonably ascertained prior to the hearing may be added after the Project Neutral process.

Any party to a dispute may request reconsideration of a Project Neutral recommendation by requesting the same within five business days of the date of receipt of the Project Neutral's determination. However, the Project Neutral's reconsideration will be limited solely to hearing new arguments. No new evidence will be considered.

II OBLIGATIONS OF THE PARTIES

FURNISHING DOCUMENTS

The Project Neutral shall have access to such Contract Documents as he shall request. COT will furnish the Project Neutral with a copy of the General Conditions, and Lydig shall furnish the Project Neutral with a copy of all subcontracts related to the Project. COT and Lydig will make the necessary representatives available to conduct a joint briefing of the Project Neutral on the status of the Project at a time to be mutually agreed upon.

COT and Lydig will furnish the Project Neutral with relevant schedule documents, minutes of relevant meetings, and other information the Project Neutral may request.

CONSTRUCTION SITE VISITS

The Project Neutral shall visit the Project site to keep abreast of construction activities and to develop a familiarity of the work in progress. The frequency, exact time, and duration of these visits shall be as mutually agreed among COT, Lydig, and the Project Neutral.

PROJECT NEUTRAL REPLACEMENT

The Project Neutral serves as the mutual consent of COT and Lydig, and the services of the Project Neutral shall cease on notification that COT or Lydig wish to withdraw their consent. Should the need arise to appoint a replacement, the replacement shall be appointed with the mutual consent of COT and Lydig. The appointment of any replacement will begin promptly upon determination of the need for replacement and shall be completed within 21 calendar days.

COORDINATION AND SERVICES

COT and Lydig will cooperate in the coordination of Project Neutral operations. COT will arrange or provide a meeting facility convenient to the project site and will provide secretarial and copy services.

COT will maintain complete cost records for COT's and Lydig's shared expenses of the Project Neutral, and these records will be available for inspection by Lydig. These expenses include the Project Neutral's fees and travel expenses, local lodging and subsistence, and direct costs associated with the Project Neutral operations. Travel, lodging, subsistence, and other direct

costs require prior approval by COT and Lydig.

III TIME FOR BEGINNING AND COMPLETION

The Project Neutral is to be available until notified in writing by COT that there are no pending issues or disputes.

IV PAYMENT

The costs for the Project Neutral shall be borne equally by COT and Lydig for services rendered under this Agreement as provided hereinafter.

Such payments shall be full compensation for work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to the operation of the Project Neutral.

ALL INCLUSIVE RATE PAYMENT

The Project Neutral shall be paid at the rate of \$225 per hour, not to exceed 4 hours per month for regular monthly services. Services beyond that shall be paid at the same hourly rate. Subsequent changes in the rate are subject to agreement among COT, Lydig, and the Project Neutral.

PAYMENTS

The Project Neutral may submit invoices not more than once per month to COT for payment for authorized work completed by the Project Neutral. Such invoices shall be in a format approved by COT and accompanied by a general description of activities performed during that billing period. COT shall be reimbursed 50% by Lydig for payments made to the Project Neutral of amounts properly invoiced by Project Neutral.

The maximum amount of payments (including reimbursable expenses) under this Agreement is \$13,700 (\$6,850 each for COT and Lydig). Any modification to this amount must be approved by COT and Lydig in writing as a change to this Agreement.

INSPECTION OF COSTS RECORDS

The Project Neutral shall keep available the cost records and accounts pertaining to this Agreement for inspection by representatives of COT and Lydig for a period of six years after final payment. If any litigation, claim, or audit arising out of, in connection with, or related to this Agreement is initiated before the expiration of the six-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

**V
ASSIGNMENT OF TASKS OF WORK**

The Project Neutral shall not assign any of the work of this Agreement without the written consent of COT and Lydig.

**VI
LEGAL RELATIONSHIP**

The parties agree that the Project Neutral, in the performance of his duties, is acting as an independent contractor and not as an agent or employee of COT or Lydig.

**VII
DISPUTES**

Any Claim which cannot be resolved by negotiation and mutual concurrence among the parties and the assistance of the Project Neutral may, at the instance of any party, be referred to the Superior Court of the State of Washington in King County. The parties may agree to mediate any dispute prior to litigation.

**VIII
PERSONAL JURISDICTION**

For purposes of enforcement of these provisions, COT, Lydig, and Project Neutral hereby consent to the personal jurisdiction of the Superior Court of the State of Washington, situated in King County.

**IX
THE PROJECT NEUTRAL**

The undersigned Project Neutral consents to these terms and further affirms the following Code of Ethics:

1. I shall uphold the integrity and fairness of the Project Neutral process;
2. I shall disclose any interest or relationship likely to affect impartiality or which might create an appearance of partiality or bias;
3. I shall avoid impropriety or the appearance of impropriety in communicating with COT and Lydig;
4. I shall conduct the proceedings fairly and diligently;
5. I shall make decisions in a just, independent, and deliberate manner; and
6. I shall be faithful to the relationship of trust and confidentiality inherent as a Project Neutral.

EFFECTIVE THIS ____ DAY OF _____, 2019.

PROJECT NEUTRAL

Steve Amento

Date: _____

THE CITY OF TUKWILA

LYDIG CONSTRUCTION

By: _____

By: _____

Title: _____

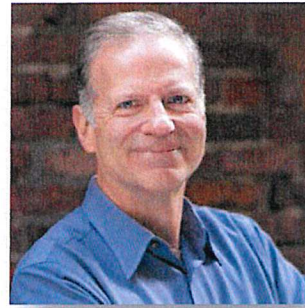
Title: _____

Date: _____

Date: _____

Steve Amento

safini.2017@gmail.com / 206.200.3838



Experience

CONSULTANT - SOLE PRACTITIONER

SA Fini, Bellevue, WA / 2019-Present

PRINCIPAL AND CEO

Amento Group, Seattle, WA / 1996-2018 (Retired)

Founding principal and CEO of consulting firm building expert solutions for hundreds of clients including contractors, attorneys, public and private owners, developers and design professionals. Amento Group specializes in resolving construction claims, building defect forensics and building remediation. See www.amentogroup.com.

CONSTRUCTION DISPUTES (SELECT PROJECTS) *

For Owners

- \$21M City Hall, Meridian ID. Trial testimony on behalf of City supporting claim against construction manager for new City Hall.
- \$25M Urban Highway Renovation Project, Shoreline WA. Retained by City to defend Contractor's \$3.6M claim for additional work and delays. Claim settled at mediation.
- \$16M Soils Remediation and Shoring Project, Seattle WA. Retained by the City to defend Contractor's \$1.1M claim for additional work and delays. Claim settled at mediation.
- \$19M Condominium, Kirkland WA. Coordinated defect investigation and repair claim, litigation support for mediated settlement; construction manager for \$5M remediation project.
- \$10M Condominium, Seattle WA. Managed defect investigation, provided litigation support and repair claim, arbitration testimony; construction manager for \$3.2M remediation project.
- \$11M Condominium, Redmond WA. Managed defect investigation and repair claim, litigation support through mediated settlement; programed \$3M repair project; AG provided CM and architecture services.
- \$22M Golf Course Club House, Seattle WA. Managed defect investigation and repair claim through mediated settlement. AG managed repair project.
- \$4M Condominium, Everett WA. Managed defense investigation and repair estimate; litigation and subrogation against special inspection company.
- \$7M Condominium conversion, Lake Forest Park WA. Managed defect investigation, provided litigation support and repair claim, trial testimony.
- \$2M Office and Residential Condominium, Ketchum ID. On behalf of Owners, prepared claim for cladding, waterproofing and fireproofing defects. Provided expert testimony and litigation support.
- \$12M Apartment, Lynnwood WA. Provided litigation support and trial testimony on behalf of Owner in suit against Owner's representative on recladding project for 27 building apartment complex.
- \$200M Condominium, Seattle WA. Developed and co-managed defect investigation and preparation of repair scope for a 3 tower, \$200M mixed-use project. After mediation of claims, AG was retained to manage 30-month, \$23M remediation project for residential and commercial Owners.
- \$27M Condominium, Seattle WA. Co-managed defect investigation and preparation of repair scope for a 12-story mixed-use property. Participated in successful mediation of \$13M claim.
- \$220M Condominium, Bellevue WA. Co-managed defect investigation and preparation of repair scope for a 2 tower mixed-use project. Participated in successful mediation of \$75M claim.

*SELECT PROJECTS excludes matters which are currently underway and have not been resolved through mediation or judicial proceedings.

For General Contractors

- \$30M Sealife Center, Seward AK. Prepared impact claim and defended construction defect for General Contractor-lawsuit settled out of court.
- \$2.5M Sewage Lift Station Modernization, Seattle WA. Prepared impact and delay claim for General Contractor-claim settled at mediation.
- \$10M Condominium Remediation, Bellevue WA. Prepared impact and delay claim for General Contractor-claim settled at mediation.
- \$3.2M Gun Range, Bellevue WA. Retained by Contractor to prepare delay and impact claim and defend Contractor against Owner claims for construction defects and personal injury.
- \$85M Library Archives Museum, Juneau AK. Prepared claim for additional compensation related to project delay caused by Owner's decision to reject post-tension system after installation.
- \$11M Apartment Restoration Project, Seattle WA. Retained by General Contractor to prepare impact and delay analysis for \$3M claim and defended \$3.1 counterclaim for delays and building defects. Claim settled at mediation.
- \$65M City Bus Facility Expansion Project, Los Angeles CA. Assisted General Contractor prepare and settle claim with builder's risk insurer related to collapsed concrete deck repairs.
- \$200M+ Luxury Resort, Santa Barbara CA. Represented General Contractor. Coordinated defense experts on defect claim. Claim settled.
- \$28M Shopping Center, Gresham WA. On behalf of General Contractor, analyzed claims for defective exterior cladding and prepared work product required for mediated settlement. Subsequently retained by Owner for claims against third parties.
- \$31M Shopping Mall, Tukwila WA. Retained by General Contractor to defend Owner's \$5.3M claim for defective parking deck waterproofing and resulting water damage. Claim settled at mediation.
- \$6M Residence, Bellevue WA. Retained by General Contractor to defend Owner's \$4M claim for cost overruns and building defects. Claim settled at mediation.

For Subcontractors and Suppliers

- \$50M University Washington, Tacoma Campus, Tacoma WA. Prepared claim for drywall contractor and presented case to Disputes Board Hearing.
- \$18M SeaTac Airport Expansion, SeaTac WA. Arbitration testimony on behalf of sheet metal subcontractor defending claim by supplier.
- \$180M US Army Human Resources Center, Ft. Knox, KY. Retained by Subcontractor for preparation of delay and impact claim. Provided expert testimony in arbitration.
- \$750M VA Hospital, Denver WA. On behalf of Subcontractor, prepared delay and impact claim caused by incomplete and defective design documents.
- \$28M Highway Project, Seattle WA. Retained by Electrical Subcontractor for preparation of \$1.7M claim for extra work, delays and defense of General Contractor's counterclaim.
- \$3M Apartment, Tacoma WA. Defended wood siding manufacturer in product defects suit and provided expert testimony at trial.
- \$12M Student Center, Spokane WA. Retained by Precast Subcontractor for preparation of \$1M claim for delay and impact. Provided expert testimony at arbitration.

As Project Neutral

- \$35M Condominium, Seattle WA. Facilitated delay and impact claim resolution between Developer, Contractor and Architect.
- \$51M Central Waterfront Project, Seattle WA. "Neutral" expert retained by Owner, General Contractor, Architect and Major Subcontractors to resolve impacts due to multiple changes-resolved through change orders.
- \$14M Sea Wall and Road Project, Burien WA. "Neutral" expert retained by County and General Contractor to resolve impact claim.
- \$51M Hospital Expansion Project, Moses Lake WA. "Neutral" expert retained by Owner, General Contractor, Architect, and Prime Subcontractors to resolve claims totaling \$2.5M for extra work and resulting delays.
- \$11M Condominium, Bellevue WA. "Neutral" expert hired by developer and association, coordinated defect investigation and repair claim through mediated settlement; construction manager \$5M repair project.

As Dispute Board

- \$475M North Satellite Terminal Expansion Project, Seattle Tacoma Airport. Member of three-panel board conducting quarterly meetings with Owner, Contractor and Design team on GCCM project.
- \$215M Mauka Terminal Expansion Project, Daniel Inouye International Airport, Honolulu. Chairman of three-panel board conducting quarterly meetings with Owner, Contractor and Design team.
- \$24M WSDOT SR 99 Tunnel Project South Approach Structure, Seattle WA. Member of three-panel board conducting quarterly meetings with Owner, Contractor and Design team.

For Insurance Defense and Coverage

- \$55M Carpenters Tower, Seattle WA. Retained by excess Insurer for coverage action resulting from claims for defective post-tension concrete and waterproofing. Subsequently retained by second excess insurer for testimony in related coverage action.
- \$50M University of California Community Center, San Francisco CA. Analyzed and defended \$32M claim for various defects including EIFS, waterproofing, aquatics, MEP, acoustics and concrete. Provided testimony in subsequent insurance coverage action.

Education

IOWA STATE UNIVERSITY

Ames, IA

- B.S. in Construction Engineering, May 1978
- Significant Coursework: Structural Materials and Design, CPM Scheduling, Concrete Formwork Design, Business Law and Accounting, Surveying, Computer Science, Architecture, Construction Equipment and Material Science.

CONTINUING EDUCATION

- Numerous seminars and classes focused on construction delays and CPM schedule analysis, construction insurance coverage and claims, building envelope forensics, building envelope product technology and application, computer programs, DRB (Disputes Review Board) training, and construction and insurance law



City of Tukwila - Facilities Plan
TOTAL PROJECT

MONTHLY Budget Report
(REVISED Budgets; D-20 Plan Adopted by Council)

Life to Date Costs
as of March 19, 2019 (reconciled w/accrual thru Mar 13, 2019 GL)

	Original Budget	Budget Transfers	Current Budget	Committed Budget	Life to Date Costs	Remaining Budget	Remaining Committed	Cost at Completion
COUNCIL REPORTING SUMMARY - JUSTICE CENTER								
A/E Services (both Design & CA)	\$ 3,278,125	\$ 221,875	\$ 3,500,000	\$ 3,141,729	\$ 2,180,300	\$ 961,429	\$ 358,271	\$ -
Permits/Fees	\$ 700,000	\$ -	\$ 700,000	\$ 205,980	\$ 205,980	\$ -	\$ 494,020	\$ -
Construction (Pre-Con, Const & Tax)	\$ 38,738,678	\$ (11,315)	\$ 38,727,363	\$ 563,671	\$ 414,037	\$ 149,634	\$ 38,163,692	\$ -
Construction Related Costs (incl Bond)	\$ 2,112,639	\$ 210,000	\$ 2,322,639	\$ 562,398	\$ 264,705	\$ 297,693	\$ 1,760,241	\$ -
PM Services (incl Other Professional Svcs)	\$ 1,815,875	\$ 266,721	\$ 2,082,596	\$ 1,967,303	\$ 939,219	\$ 1,023,084	\$ 115,293	\$ -
Contingency (incl Construction & Project)	\$ 6,507,731	\$ (1,656,239)	\$ 4,851,492	\$ -	\$ -	\$ -	\$ 4,851,492	\$ -
Contingency for Site Contamination (soils,hazmat)	\$ -	\$ 750,000	\$ 750,000	\$ -	\$ -	\$ -	\$ 750,000	\$ -
Land Acquisition	\$ 14,133,295	\$ (81,042)	\$ 14,052,253	\$ 13,708,596	\$ 13,679,370	\$ 29,227	\$ 343,657	\$ -
Contingency for Land Acquisition	\$ 1,250,000	\$ 300,000	\$ 1,550,000	\$ 906,784	\$ 906,784	\$ -	\$ 643,216	\$ -
TOTAL	\$ 68,536,343	\$ -	\$ 68,536,343	\$ 21,056,461	\$ 18,590,395	\$ 2,466,066	\$ 47,479,882	\$ -

	Original Budget	Budget Transfers	Current Budget	Committed Budget	Life to Date Costs	Remaining Budget	Remaining Committed	Cost at Completion
COUNCIL REPORTING SUMMARY - FIRE STATION 51								
A/E Services (both Design & CA)	\$ 1,070,000	\$ 222,781	\$ 1,292,781	\$ 1,236,572	\$ 776,125	\$ 460,447	\$ 56,209	\$ -
Land Acquisition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Permits/Fees	\$ 234,000	\$ -	\$ 234,000	\$ 102,042	\$ 92,042	\$ 10,000	\$ 131,958	\$ -
Construction (Pre-Con, Const & Tax)	\$ 9,396,000	\$ -	\$ 9,396,000	\$ 165,000	\$ 99,273	\$ 65,727	\$ 9,231,000	\$ -
Construction Related Costs (incl Bond)	\$ 931,000	\$ -	\$ 931,000	\$ 133,726	\$ 81,733	\$ 51,993	\$ 797,274	\$ -
PM Services (incl Other Professional Svcs)	\$ 526,000	\$ -	\$ 526,000	\$ 345,077	\$ 134,551	\$ 210,526	\$ 180,923	\$ -
Contingency (incl Construction & Project)	\$ 1,116,000	\$ (222,781)	\$ 893,219	\$ -	\$ -	\$ -	\$ 893,219	\$ -
TOTAL	\$ 13,473,000	\$ -	\$ 13,473,000	\$ 1,982,416	\$ 1,183,724	\$ 798,693	\$ 11,290,583	\$ -

	Original Budget	Budget Transfers	Current Budget	Committed Budget	Life to Date Costs	Remaining Budget	Remaining Committed	Cost at Completion
COUNCIL REPORTING SUMMARY - FIRE STATION 52								
A/E Services (both Design & CA)	\$ 1,415,000	\$ 234,222	\$ 1,649,222	\$ 1,580,863	\$ 339,878	\$ 1,240,985	\$ 68,359	\$ -
Land Acquisition	\$ 16,000	\$ 9,160	\$ 25,160	\$ 25,157	\$ 17,157	\$ 8,000	\$ 3	\$ -
Permits/Fees	\$ 353,000	\$ -	\$ 353,000	\$ 72,688	\$ 12,511	\$ 60,177	\$ 280,312	\$ -
Construction (Pre-Con, Const & Tax)	\$ 13,298,000	\$ 456,500	\$ 13,754,500	\$ 137,500	\$ -	\$ 137,500	\$ 13,617,000	\$ -
Construction Related Costs (incl Bond)	\$ 1,398,000	\$ (9,160)	\$ 1,388,840	\$ 392,815	\$ 16,258	\$ 377,557	\$ 995,025	\$ -
PM Services (incl Other Professional Svcs)	\$ 787,000	\$ -	\$ 787,000	\$ 532,289	\$ 207,609	\$ 324,680	\$ 254,711	\$ -
Contingency (incl Construction & Project)	\$ 1,343,000	\$ (40,722)	\$ 1,302,278	\$ -	\$ -	\$ -	\$ 1,302,278	\$ -
TOTAL	\$ 18,610,000	\$ 650,000	\$ 19,260,000	\$ 2,742,311	\$ 593,412	\$ 2,148,899	\$ 16,517,689	\$ -

	Original Budget	Budget Transfers	Current Budget	Committed Budget	Life to Date Costs	Remaining Budget	Remaining Committed	Cost at Completion
COUNCIL REPORTING SUMMARY - FIRE STATION 54								
A/E Services (both Design & CA)	\$ 150,000	\$ (7,000)	\$ 143,000	\$ 132,995	\$ 131,495	\$ 1,500	\$ 10,005	\$ -
Land Acquisition	\$ 902,668	\$ 39,206	\$ 941,874	\$ 941,875	\$ 933,775	\$ 8,100	\$ (1)	\$ -
Permits/Fees	\$ 20,000	\$ -	\$ 20,000	\$ 1,517	\$ 1,517	\$ -	\$ 18,483	\$ -
Construction (Pre-Con, Const & Tax)	\$ 230,000	\$ (5,610)	\$ 224,390	\$ 106,700	\$ 67,856	\$ 38,844	\$ 117,690	\$ -
Construction Related Costs (incl Bond)	\$ 50,000	\$ 1,875	\$ 51,875	\$ 33,802	\$ 22,798	\$ 11,004	\$ 18,073	\$ -
PM Services (incl Other Professional Svcs)	\$ 107,500	\$ -	\$ 107,500	\$ 106,665	\$ 86,066	\$ 20,599	\$ 835	\$ -
Contingency (incl Construction & Project)	\$ 41,832	\$ (28,471)	\$ 13,361	\$ -	\$ -	\$ -	\$ 13,361	\$ -
TOTAL	\$ 1,502,000	\$ -	\$ 1,502,000	\$ 1,323,554	\$ 1,243,507	\$ 80,047	\$ 178,446	\$ -

	Original Budget	Budget Transfers	Current Budget	Committed Budget	Life to Date Costs	Remaining Budget	Remaining Committed	Cost at Completion
COUNCIL REPORTING SUMMARY - PUBLIC WORKS								
A/E Services (both Design & CA)	\$ 767,385	\$ 15,000	\$ 782,385	\$ 318,882	\$ 92,014	\$ 226,868	\$ 463,503	\$ -
Land Acquisition	\$ 22,000,046	\$ 3,386,413	\$ 25,386,459	\$ 25,358,693	\$ 25,344,993	\$ 13,700	\$ 27,766	\$ -
Permits/Fees	\$ 110,000	\$ (20,000)	\$ 90,000	\$ -	\$ -	\$ -	\$ 90,000	\$ -
Construction (Pre-Con, Const & Tax)	\$ 4,950,000	\$ (1,895,000)	\$ 3,055,000	\$ -	\$ -	\$ -	\$ 3,055,000	\$ -
Construction Related Costs (incl Bond)	\$ 529,036	\$ (416,293)	\$ 112,743	\$ 65,643	\$ 50,471	\$ 15,172	\$ 47,100	\$ -
PM Services (incl Other Professional Svcs)	\$ 668,426	\$ (348,426)	\$ 320,000	\$ 279,832	\$ 139,845	\$ 139,987	\$ 40,168	\$ -
Contingency (incl Construction & Project)	\$ 975,107	\$ (721,694)	\$ 253,413	\$ -	\$ -	\$ -	\$ 253,413	\$ -
TOTAL	\$ 30,000,000	\$ -	\$ 30,000,000	\$ 26,023,050	\$ 25,627,323	\$ 395,727	\$ 3,976,950	\$ -



PUBLIC SAFETY COMMITTEE

Meeting Minutes

April 15, 2019 – 5:30 p.m. – Hazelnut Conference Room, City Hall


Councilmembers: Dennis Robertson, Chair; Kate Kruller (by phone), Zak Idan
Staff: David Cline, Vicky Carlsen, Brandon Miles, Bruce Linton, Jay Wittwer
Guests: Ethan Bernau, Shiels Obletz Johnsen; Steve Goldblatt, Program Management
Quality Assurance Consultant; Jay Wong, King County resident

CALL TO ORDER: Chair Robertson called the meeting to order at 5:30 p.m.

I. ANNOUNCEMENT

II. BUSINESS AGENDA

A. Public Safety Plan Contracts: Project Neutral Agreement Services



Staff is seeking Council approval of three contracts with Steve Amento in the total amount of \$49,830.00 to provide Project Neutral Agreement Services for the Public Safety Plan – Justice Center, Fire Station 51 and Fire Station 52 Projects. The role of the Project Neutral is to prevent and assist with the resolution of potential claims with the City and with the GC/CM (BNBuilders and Lydig). The Project Neutral acts as a neutral third-party mediator. Steve Amento is qualified for this role and recommended by the Council’s PMQA. The contract amount includes contingency and is within the project budgets. Committee members asked Mr. Goldblatt his opinion of the proposed contracts, and he replied that is highly effective and very routine.

UNANIMOUS APPROVAL. FORWARD TO APRIL 22, 2019 COMMITTEE OF THE WHOLE.

B. Police Department Purchase: K9 Unit

Staff is seeking Council approval to purchase a Ford Police Interceptor SUV in the amount of \$91,000 for the K9 program in 2020. In order to be road-ready by January 2020 it must be ordered now, so the Police Department is asking for early budget authority. **UNANIMOUS**

APPROVAL. FORWARD TO APRIL 22, 2019 COMMITTEE OF THE WHOLE.

C. SCORE Jail Update

Staff updated the Committee on the status of SCORE jail. Last September, the City of Federal Way gave notice of its intent to withdraw its membership effective January 1, 2020. A subcommittee then formed to explore opportunities to reduce costs, increase revenues, and restructure the funding formula used to allocate costs among member cities. The resulting South Correctional Entity Financial Alternatives Study was delivered to the Administrative Board on February 27, 2019. State legislators have been considering the need for an additional \$7 million in funding for SCORE, and their decision will impact the funding formula. Tukwila’s share is currently just over \$1.6 million. Committee members asked clarifying questions. They requested to receive copies of the full report and then discuss this again at the end of May with a greater understanding of the issues. **RETURN TO COMMITTEE.**