

CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month.**

In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

- 2.2.4 The open forum is a limited public forum and all matters discussed shall relate to affairs of the City. No person may use the open forum to speak on such matters and in such a manner as to violate the laws governing the conduct of municipal affairs. No person shall be permitted to speak on matters related to the current or advance agendas, potential or pending hearing items, or ballot propositions for a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not make personal comment or verbal insults about any individual.
- 2.2.6 In an effort to encourage wider participation in open forum so that the Council can hear a wide array of citizen comment, no person shall be permitted to speak at open forum more often than once per month. However, this limitation has no effect on the public comment rules concerning items on the Council's current legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

- 5.3.1 Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- 5.3.2 No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide his or her address as a condition of recognition. In order for a council member to be recognized by the Chair for the purpose of obtaining the floor, the council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- 5.3.3 Each person speaking at the public microphone shall verbally identify him(her)self by name and, if appropriate, representative capacity.
- 5.3.4 Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- 5.3.5 In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, applause, profanity, vulgar language, or personal insults will be permitted.
- 5.3.6 A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- 5.3.7 When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- 5.3.8 When any person, including members of the public, City staff and others are addressing the Council, council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order* shall extend to all speakers before the City Council. The council president pro-tem shall be charged with the task of assisting the council president to insure that all individuals desiring to speak, be they members of the public, staff or council members, shall be identified and provided the opportunity to speak.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, AUGUST 8, 2016

MISSION STATEMENT

TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER AMBER WALDREF

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the entrance and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Christine Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ccavanaugh@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. Cavanaugh at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | | |
|----|---|---------|------------------------------|
| 1. | City Clerk Report on proposed Initiative No. 2016-3 filed by Tim Coyle regarding a Spokane Municipal Code amendment to restrict marijuana businesses in downtown Spokane. (Deferred from July 25, 2016, Agenda)
Terri Pfister | Approve | LGL 2016-0031 |
| 2. | Contract Extension with Spokane Regional Chamber of Commerce dba Greater Spokane Incorporated for Federal Lobbying Services—\$18,000 and Business Recruitment Assistance—\$28,220. Total contract amount: \$46,220. (Deferred from July 25, 2016, Agenda)
Jonathan Mallahan | Approve | OPR 2015-0584 |
| 3. | Agreement Amendment with Murray, Smith & Associates, Inc. for Construction Phase Services to the Central Avenue Well #1 Pump Station Replacement project—\$25,000.
Dan Buller | Approve | OPR 2015-0746
ENG 2014044 |
| 4. | Supplemental Agreement No. 1 with Budinger & Associates for Geotechnical Design Support On-Call Services—increase of \$550,000. Total contract amount: \$950,000. Dan Buller | Approve | OPR 2016-0012 |

- | | | | |
|-----|---|----------------|------------------------------|
| 5. | Amendment No. 9 to Contract with Esvelt Environmental Engineering for professional services for extended operation of the Membrane Pilot units at Riverside Park Water Reclamation Facility regarding Next Level of Treatment—\$180,000.
Mike Taylor | Approve | OPR 2007-0468 |
| 6. | Multiple Family Housing Property Tax Exemption Agreement with: | Approve
All | |
| | a. Solitude Properties, LLC for one multi-family building with nine units located at 618 South Denver Street. | | OPR 2016-0617 |
| | b. Solitude Properties, LLC for one multi-family building with nine units located at 1227 West 6th Avenue. | | OPR 2016-0618 |
| | c. David Shriver and Bob Cooke for two multi-family buildings with seven units each located at 614 and 618 South Garfield Street. | | OPR 2016-0619 |
| | Ali Brast | | |
| 7. | Contract with FSi Engineers (Seattle, WA) for preparation of design documents for removal and replacement of the HVAC system in the existing Powerhouse #1 Building at Upriver Dam—not to exceed \$65,443.
Steve Burns | Approve | OPR 2016-0620
RFQ 4167-15 |
| 8. | Contract Amendment with US Bank to extend the banking services contract through December 31, 2016—\$80,000.
Kim Bustos | Approve | OPR 2011-0537 |
| 9. | Master Security Service Contract with Starplex Corporation (Portland, OR) to provide uniformed security services at various City of Spokane locations, on an as-requested basis, by various City Departments from July 1, 2016 through June 20, 2019.—\$250,000 per year. Total contract: \$1,250,000.
David Steele | Approve | OPR 2016-0621
RFP 4216-16 |
| 10. | MOU with Utilities Division to reimburse Parks Department for costs incurred to replace a water transmission main under the Howard Street South Channel Bridge—\$191,953.
Berry Ellison | Approve | OPR 2016-0622
ENG 2016119 |
| 11. | Interlocal Agreement with Spokane County for lease of space at the Courthouse Complex for the Municipal Court and Probation Department from January 1, 2015 to December 31, 2016—\$200,000.
Howard Delaney | Approve | OPR 2016-0623 |

- | | | |
|---|------------------------------------|---------------|
| 12. Contract Extension with CH2M for continuation of design services for the Riverside Park Water Reclamation Facility regarding Next Level of Treatment Phase 2 including the design of Membrane Facility—\$12,874,000. An administrative reserve of \$1,287,400, which is 10% of the contract price, will be set aside. Total Contract Amount for both Phase1 & 2: \$25,131,150.
P. Mike Taylor | Approve | OPR 2015-0183 |
| 13. Contract Amendment No. 2 with MWH for Early Out Concrete work for NLT Phase 1 Construction to include the footings and foundations work associated with Primary Clarifier 5 and the new Chemical Storage Building—increase of \$12,802,292. An administrative reserve of \$640,114, which is 5% of the contract price, will be set aside.
P. Mike Taylor | Approve | OPR 2015-0834 |
| 14. Contract Amendment No. 3 with MWH for Early Out Concrete work for NLT Phase 2 to include the purchase of and preliminary system design services associated with the Pressure Membrane System—increase of \$24,069,993. An administrative reserve of \$1,203,500, which is 5% of the contract price, will be set aside.
P. Mike Taylor | Approve | OPR 2015-0834 |
| 15. Report of the Mayor of pending: | Approve &
Authorize
Payments | |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2016, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | | CPR 2016-0002 |
| b. Payroll claims of previously approved obligations through _____, 2016: \$_____. | | CPR 2016-0003 |
| 16. City Council Meeting Minutes: _____, 2016. | Approve
All | CPR 2016-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)
(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

OPEN FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

LEGISLATIVE AGENDA

NO EMERGENCY BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2016-0065 Setting hearing before City Council for September 12, 2016 for the vacation of those portions of Oakland Boulevard, Columbia Avenue, and the alley in Block 10, all in the plat of Cascade Park Addition and east of Cedar Road, except for the west 50 feet, as requested by Gary & Anna Chantry. (Latah/Hangman Valley Neighborhood)
Eldon Brown
- RES 2016-0066 Setting hearing before City Council for September 12, 2016 for the vacation of Sharp Avenue, from the east line of Cedar Street to the west line of Jefferson Street as requested by Spokane Transit Authority. (West Central Neighborhood)
Eldon Brown
- RES 2016-0068 Declaring Pure Technologies U.S. Inc. as a sole source provider for the condition assessment of 17,700 feet of pipeline for the City Water Department's Manito Transmission Main & 57th Avenue Transmission Main and thus authorizing the City's entering into a contract at an estimated cost not to exceed \$507,000, not including taxes if applicable.
OPR 2016-0624
Dan Kegley
- RES 2016-0069 Approving the appointment of Mark Buening as the Parks and Recreation Budget and Finance Director for the City of Spokane effective September 1, 2016.
Leroy Eadie
- ORD C35250 Vacating the alley between Garfield Street and Scott Street from the south line of 43rd Avenue to the north line of 44th Avenue. (Southgate Neighborhood) (Hearing on vacation held April 27, 2015)
(As Amended)
Eldon Brown
- ORD C35420 Relating to special revenue funds, amending SMC sections 7.08.130 and adding a new section to be numbered 7.08.150.
Gavin Cooley

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35422 (To be considered under Hearings Item H1.b.)
- ORD C35424 Relating to the annual budget; amending section 7.09.010 of the Spokane Municipal Code; enacting a new section 7.09.015 of the Spokane Municipal Code.
Council Member Stratton

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARING

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

RECOMMENDATION

- | | | | |
|-----|--|-------------------------------------|------------|
| H1. | a. Vacation of Myrtle Street, from the North line of Sprague Avenue to the South line of the railroad right-of-way as requested by Pardun Properties, LLC. (East Central Neighborhood) | Approve
Subject to
Conditions | |
| | b. First Reading Ordinance C35422 vacating Myrtle Street, from the North line of Sprague Avenue to the South line of the railroad right-of-way. | Further
Action
Deferred | ORD C35422 |
- Eldon Brown**
-

Motion to Approve Advance Agenda for August 8, 2016
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

ADJOURNMENT

The August 8, 2016, Regular Legislative Session of the City Council is adjourned to August 15, 2016.

NOTES

**Agenda Sheet for City Council Meeting of:**

07/25/2016

Date Rec'd

7/20/2016

Clerk's File #

LGL 2016-0031

Renews #**Submitting Dept**

CITY CLERK

Cross Ref #

INIT 2016-3

Contact Name/Phone

TERRI PFISTER 625-6354

Project #**Contact E-Mail**

TPFISTER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Report Item

Requisition #**Agenda Item Name**

0260-INITIATIVE NO. 2016-3 MARIJUANA BUSINESSES IN DOWNTOWN

Agenda Wording

Proposed Initiative No. 2016-3 filed by Tim Coyle regarding a Spokane Municipal Code amendment to restrict marijuana businesses in downtown Spokane.

Summary (Background)

On July 8, 2016, Tim Coyle filed a proposed initiative with the Office of the City Clerk. Pursuant to SMC 2.02.230, the City Attorney's Office reviewed the measure and in consultation with the sponsor prepared a ballot title and summary of measure. Per SMC 2.02.040, upon receiving this report from the City Clerk, the City Council may pass the measure as proposed, reject the initiative measure and propose another one dealing with the same subject to be considered as council legislation, or submit

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

PFISTER, TERRI

Study Session**Division Director****Other****Finance**

KECK, KATHLEEN

Distribution List**Legal**

PICCOLO, MIKE

mpiccolo

For the Mayor

WHITNEY, TYLER

tjcoyle@outlook.com

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

the initiative measure to the voters on its own motion. If the city council does not pass the measure as proposed or submit the initiative measure to the voters, the initiative and the ballot title and summary of the measure shall be forwarded by the city clerk to the city hearing examiner who shall issue a formal written opinion as to the legal validity and effect of the proposed measure to the city council, city clerk, and initiative measure sponsor within fourteen days of receiving the initiative measure from the city clerk.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Distribution List			

WARNING

Every person who signs this petition with any other than his or her true name, knowingly signs more than one of these petitions, signs this petition when he or she is not a legal voter, or makes any false statement on this petition may be punished by fine or imprisonment.

Initiative Petition to the Spokane City Council

INITIATIVE NO. 2016 - 3

We, the undersigned citizens and legal voters of the City of Spokane, Washington, respectfully direct that this proposed City Charter amendment, known as Initiative No. 2016 - 3, a full, true, and correct copy of which is printed herein, be submitted to the electors of the City of Spokane for their approval or rejection at the next available special or general municipal election. The proposed City Charter amendment shall appear as the following proposition:

BALLOT TITLE

INITIATIVE REGARDING RESTRICTING MARIJUANA BUSINESSES IN DOWNTOWN SPOKANE

Shall the Spokane Municipal Code be amended to restrict marijuana businesses in downtown Spokane?

_____ YES

_____ NO

Each of us for himself or herself says: I have personally signed this petition; I am a legal voter of the City of Spokane; my residence address is correctly stated; and I have knowingly signed this petition only once.

(The full text of the proposed City Charter amendment is printed on reverse side of this page and continuing on the pages following)

PETITIONER'S SIGNATURE (in dark ink and as shown on the signer's voter registration)	PRINTED NAME (legibly in dark ink)	ADDRESS WHERE REGISTERED TO VOTE (Street Address, City, State, Zip Code)
--	--	--

1.		
20.		

Tim Coyle, 10114 N. Fleetwood St., Spokane, WA 99208 (509)939-3424.

Summary of Measure

THE LAW AS IT CURRENTLY EXISTS:

The Washington State Legislature enacted legislation regarding the regulation and licensing of marijuana businesses codified in Chapters 69.50 and 69.51A RCW. The Legislature granted the Washington State Liquor and Cannabis Board the authority to adopt regulations regarding licensing of marijuana producer, processor and retailer businesses as set forth in Chapter 314-55 WAC. The Board has the sole authority to issue licenses for marijuana businesses. The Washington State Attorney General opined in Attorney General Opinion 2014 No. 2 that the State has not preempted local authorities from regulating such businesses and cities retained their normal powers of local government to regulate including the authority to adopt zoning regulations. The City of Spokane has adopted certain zoning regulations regarding state-licensed marijuana businesses set forth in SMC 17C.347.030.

THE EFFECT OF THE PROPOSAL, IF APPROVED:

This initiative provides that no marijuana producer, processor or retailer will be issued a license to open their business in the downtown area of Spokane.

DECLARATION OF SIGNATURE GATHERER

I, (print name legibly), swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a gross misdemeanor, such violations being punishable by fine or imprisonment or both.

_____ (Signature) _____ (Date)

ORDINANCE NO. C - _____

An ordinance relating to restricting marijuana businesses in downtown Spokane; amending SMC section 10.50.010.

WHEREAS, Downtown Spokane is a family oriented district as stated by the Spokane Visitor Bureau. Downtown Spokane features the Spokane Public Library main branch, Mobius Science Center, movie theaters, food courts, shopping aimed at young people (such as Whiz Kids, Abercrombie and Fitch, etc), public parks downtown street entertainment and special events like the Lilac Parade, Bloomsday and Hoopfest all attracting youth to downtown Spokane, often staying at downtown hotels. City transit drops off minors in the downtown area who are visiting these attractions. As such, downtown Spokane has a large population of youth, especially in the summer and on weekends. Local law enforcement does not always enforce public use laws in the downtown area and individuals can often be seen on downtown streets smoking marijuana. Therefore, the presence of marijuana commercial enterprises in downtown Spokane should be restricted as set forth in this ordinance.

NOW, THEREFORE, the people of the City of Spokane hereby ordain:

Section 1. That SMC section 10.50.010 is amended to read as follows:

10.50.010 Marijuana Producer, Processor and Retailer

- A. A marijuana producer, processor or retailer licensed by the State of Washington liquor and cannabis board shall be required to comply with all applicable regulations established by the City including, but not limited to, all building and fire code regulations and zoning regulations and shall be required to provide a copy of the state-issued license to the City upon request.
- B. In addition to all other available penalties or remedies, including any criminal penalties imposed under state law or the Spokane Municipal Code, any premises that fails to obtain or retain its license issued by the State of Washington liquor and cannabis board to operate as a marijuana producer, processor or retailer or fails to comply with all other applicable regulations relating to marijuana is declared to be a public nuisance per se, and may be abated under applicable provisions of the Spokane Municipal Code and state law.
- C. No producer, processor or retailer of marijuana products will be issued a license to open their business in the downtown area of Spokane, specifically the area from the Spokane River on the North to 3rd Avenue on the South, and from Division Street on the East to Walnut Street on the West.

**Agenda Sheet for City Council Meeting of:**

08/08/2016

Date Rec'd

6/1/2016

Clerk's File #

OPR 2015-0584

Renews #**Submitting Dept**NEIGHBORHOOD & BUSINESS
SERVICES**Cross Ref #****Contact Name/Phone**JONATHAN 509-625-6734
MALLAHAN**Project #****Contact E-Mail**

JMALLAHAN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0750 - CONTRACT EXTENSION - GREATER SPOKANE INCORPORATED

Agenda Wording

Contract extension with Spokane Regional Chamber of Commerce dba Greater Spokane Incorporated (GSI) for Federal Lobbying Services (\$18,000) and Business Recruitment Assistance (\$28,220) for a total contract amount of \$46,220

Summary (Background)

The contract amendment would extend the term through December 31, 2016. Expenses for the extension will total \$46,220 with \$18,000 for federal lobbying services and \$28,220 for business recruitment assistance. Between June 30, 2016 and October 1, 2016 the City will release an RFP to consider proposals for continued economic development assistance and federal lobbying services in 2017. The RFP draft will be briefed with the City Council prior to its issuance.

Fiscal Impact**Budget Account**

Expense \$ 18,000.00

0520 36200 11600 54101 99999

Expense \$ 28,220.00

0750 30210 58100 54201 99999

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

MALLAHAN, JONATHAN

Study Session

PED 6/20/16

Division Director

MALLAHAN, JONATHAN

Other**Finance**

KECK, KATHLEEN

Distribution List**Legal**

WHALEY, HUNT

jhappy@spokanecity.org

For the Mayor

WHITNEY, TYLER

rcrow@spokanecity.org

Additional Approvals**Purchasing**

CONTRACT EXTENSION

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SPOKANE REGIONAL CHAMBER OF COMMERCE, dba GREATER SPOKANE INCORPORATED, whose address is 801 West Riverside Avenue, Suite 100, Spokane, Washington 99201-2147, as "GSI".

WHEREAS, the parties entered into a Contract wherein GSI agreed to provide (A) FEDERAL LOBBYING SERVICES; AND (B) BUSINESS RECRUITMENT ASSISTANCE; and,

WHEREAS, the parties would like to extend the Contract; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The Contract dated August 3, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EXTENSION. The contract documents are hereby extended and shall run from July 1, 2016 through December 31, 2016.

3. COMPENSATION. The City shall pay the Company a maximum total amount not to exceed FORTY SIX THOUSAND TWO HUNDRED TWENTY AND NO/100 DOLLARS (\$46,220.00) for everything furnished and done under this Contract Extension. The division and proportion of this aforementioned compensation is as follows:

(A) FEDERAL LOBBYING SERVICES = EIGHTEEN THOUSAND AND NO/100 DOLLARS (\$18,000.00); and,

(B) BUSINESS RECRUITMENT ASSISTANCE = TWENTY EIGHT THOUSAND TWO HUNDRED TWENTY AND NO/100 DOLLARS (\$28,220.00).

Dated: _____

CITY OF SPOKANE

By: _____
Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

GREATER
INCORPORATED

SPOKANE

E-Mail address: _____

By: _____

Title: _____

BRIEFING PAPER
City of Spokane
Planning and Economic Development Committee
June, 2016

Subject

Greater Spokane Incorporated (GSI) Contract Extension

Background

The City of Spokane Contracts with GSI for federal lobbying services and business recruitment assistance. The current contract with GSI expires June 30th 2016. The annual value of the contract is \$92,440 with \$36,000 dedicated to federal lobbying services and the remaining \$56,440 for business recruitment assistance.

The contract delineates performance measures for each funded activity. The measures are listed below and performance reports are included as an attachment.

Federal Lobbying Services Performance:

- Number of issues lobbied for the City
- Number of successes obtained for the City

Business Recruitment Assistance:

- Number of businesses shown sites within the City of Spokane by industry (manufacturing, aerospace and medical)
- Number of businesses shown sites by each geographic area (The Yard, West Plains, University District)
- Success rate of recruiting businesses
- What is the feedback from targeted industries on why Spokane is or is not competitive for their business
- Post-mortem on businesses unsuccessfully recruited

The contract amendment would extend the term through December 31, 2016. Expenses for the extension will total \$46,220 with \$18,000 for federal lobbying services and \$28,220 for business recruitment assistance. Between June 30, 2016 and October 1, 2016 the City will release an RFP to consider proposals for continued economic development assistance and federal lobbying services in 2017. The RFP draft will be briefed with the City Council prior to its issuance.

Action

Extend City contract with GSI through December 31, 2016

**Agenda Sheet for City Council Meeting of:**

08/08/2016

Date Rec'd

7/12/2016

Clerk's File #

OPR 2015-0746

Renews #**Submitting Dept**

ENGINEERING SERVICES

Contact Name/Phone

DAN BULLER 625-6391

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0370 - AGREEMENT AMENDMENT - MURRAY, SMITH & ASSOCIATES

Cross Ref #**Project #**

2014044

Bid #**Requisition #**

CR 17024

Agenda Wording

Agreement Amendment with Murray, Smith & Associates, Inc. (MSA) to add \$25,000 for Construction Phase Services to the Central Avenue Well #1 Pump Station Replacement project.

Summary (Background)

It is anticipated the City will lead construction management activities, performing field inspection, administration and startup activities for the project. As requested, MSA and its team members will support the City's construction engineering services. On call activities are anticipated to include review and make recommendation for approval of shop drawings and submittals, samples and other data. Additional on-call support activities may include interpretation and clarification of the contract

Fiscal Impact**Budget Account**

Expense \$ 25,000.00

4340-42300-94000-56501-04100

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

TWOHIG, KYLE

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

PW 7/25/16

Finance

DAVIS, LEONARD

Distribution List**Legal**

WHALEY, HUNT

Engineering Admin

For the Mayor

WHITNEY, TYLER

kkeck@spokanecity.org

Additional Approvals

mhughes@spokanecity.org

Purchasing

jahensley@spokanecity.org

jlargent@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

documents, assistance in preparing work change directives and change orders. MSA is anticipating to make up to six periodic site visits, perform structural observations as required per building codes and assist the City as requested during startup activities.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List



City of Spokane
AGREEMENT AMENDMENT
**CENTRAL AVENUE WELL #1 PUMP
STATION REPLACEMENT PROJECT**

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **MURRAY, SMITH AND ASSOCIATES, INC.**, whose address is 421 West Riverside Avenue, Suite 762, Spokane, Washington 99201 ("Consultant").

WHEREAS, the parties entered into an Agreement wherein the Consultant agreed to provide for the City the necessary plans for the replacement of one of the two well pump stations at the Central Avenue site; and

WHEREAS, an increase to the Compensation in the original Agreement is required to include construction phase services with a revised scope and T & E budget, thus the original Agreement needs to be formally Amended by this written document; and

-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Agreement, dated July 30, 2015 and September 4, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Agreement Amendment shall become effective on July 12, 2016.

3. ADDITIONAL WORK.

The Scope of Work in the original Agreement is amended to include CONSTRUCTION PHASE SERVICES in accord with Consultant's Proposed Scope as follows:

Assistance during Construction.

It is anticipated that the City will lead construction management activities, performing field inspection, administration, and startup activities for the project. As requested, MURRAY, SMITH AND ASSOCIATES, INC. (MSA) and its team members will support the City's construction engineering services. On call activities are anticipated to include review and make recommendation for approval of shop drawings and submittals, samples and other data. Additional on-call support activities may include the interpretation and clarification of the contract documents, assistance in preparing work change directives and change orders. MSA is anticipating to make up to six (6) periodic site visits, perform structural observations as required per building codes, and assist the City as requested during startup activities.

MSA has included an estimated budget of \$25,000 for this task, based on MSA's Schedule of Charges. If additional effort is requested, MSA will proceed with the work only upon authorization by the City.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)** for everything furnished and done under this Agreement Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement Amendment by having legally-binding representatives affix their signatures below.

MURRAY, SMITH AND ASSOCIATES, INC.

By _____
Signature Date

Type or Print Name

Title

CITY OF SPOKANE

By _____
Signature Date

Scott Simmons

Type or Print Name

Director of Public Works

Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

BRIEFING PAPER
Public Works Committee
Engineering Services
July 25, 2016

Subject:

Murray, Smith & Associates (Central Avenue Well Station Upgrade Consultant) Contract Modification

Background:

Due to staffing limitations, the Department of Engineering Services retained Murray, Smith & Associates (MSA) to design the Central Avenue Well Station Upgrade project. The original agreement did not include construction phase services because it was not known at that time what level of involvement would be required based on availability of personnel in Engineering Services' construction management office.

Engineering Services' construction management office has requested MSA and its sub-consultants (architect, structural & geotechnical engineer) to provide construction phase support services. MSA has proposed the attached scope and budget which is acceptable to Engineering Services.

The proposed additional \$25,000 budget would be added to the original agreement amount of \$131,550.

Public Impact:

None

Action:

Staff requests approval to increase MSA's contract by \$25,000. This request will be on the next council agenda.

Funding

Funds expended by this contract are paid by Central Avenue Well project (Water Department).



Agenda Sheet for City Council Meeting of:
08/08/2016

Date Rec'd	7/21/2016
Clerk's File #	OPR 2016-0012
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	
Contact E-Mail	DBULLER@SPOKANEICTY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	MASTER
Agenda Item Name	0370 - GEOTECHNICAL DESIGN SUPPORT - ON CALL - BUDINGER & ASSOCIATES		

Agenda Wording

Supplemental Agreement No. 1 with Budinger & Associates for Geotechnical Design Support On-Call Services. This Supplemental Agreement increases the amount of the contract by \$550,000.00 for a total of \$950,000.00.

Summary (Background)

The original contract amount of \$550,000 has nearly been expended due mostly to various large CSO projects. More specifically, because of geotechnical related issues at the Sprague Avenue CSO 33-2, Engineering Services has expanded the scope of each geotechnical investigation such that each investigation provides substantially more information up front with the goal of reducing change orders over the course of the project. This expanded scope has resulted in geotechnical engineering costs

Fiscal Impact		Budget Account	
Expense	\$ 550,000.00	#	Various
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PCED 7/25/16
Finance	DAVIS, LEONARD	Distribution List	
Legal	WHALEY, HUNT	Engineering Admin	
For the Mayor	WHITNEY, TYLER	kkeck@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		jahensley@spokanecity.org	
		jlargent@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

being higher than originally envisioned. In addition, other departments used this on-call consultant. Those other uses of this consultant were not accounted for when the original budget was set.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#

Distribution List

BRIEFING PAPER
Public Works Committee
Engineering Services
July 25, 2016

Subject:

Budinger & Associates (Geotechnical Engineering On-Call Consultant) Contract Modification

Background:

The Department of Engineering Services maintains several on-call contracts with consultants specializing in various types of work: structural engineering, geotechnical engineering, cultural resources, etc. These contracts typically have a two to three year life and an initial contract amount based on an estimate made by Engineering Services at the time of contract initiation.

Budinger & Associates (Spokane, WA) contract is eight months into its two year life span which ends December 31, 2017. The original contract amount of \$550,000 has nearly been expended due mostly to various large CSO projects. More specifically, because of geotechnical related issues at the Sprague Avenue CSO 33-2, Engineering Services has expanded the scope of each geotechnical investigation such that each investigation provides substantially more information up front with the goal of reducing change orders over the course of the project. This expanded scope has resulted in geotechnical engineering costs being higher than originally envisioned. In addition, other departments used this on-call consultant. Those other uses of this consultant were not accounted for when the original budget was set.

The proposed additional contract amount of \$550,000 would bring the agreement total to \$950,000.

Public Impact:

None

Action:

Staff requests approval to increase Budinger & Associates contract by \$550,000. This request will be on the next council agenda.

Funding

Funds expended by this contract are paid by individual public works contracts.



Supplemental Agreement Number 1		Organization and Address Budinger & Associates 1101 N. Fancher Rd. Spokane, WA 99212	
Original Agreement Number OPR 2016-0012		Phone:	
Project Number 2016046	Execution Date January 15, 2016	Completion Date December 31, 2017	
Project Title Geotechnical Design Support – On Call Services	New Maximum Amount Payable \$950,000.00		
Description of Work: Geotechnical Design Support – On Call Services / Non-Federal			

The Local Agency of City of Spokane
desires to supplement the agreement entered into with Budinger & Associates
and executed on January 15, 2016 and identified as Agreement No. OPR 2016-0012
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section II, SCOPE OF WORK, is hereby changed to read:

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: _____

III

Section V, PAYMENT, shall be amended as follows:

This Supplemental Agreement increases the contract in the amount of \$550,000.00.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Budinger & Associates

By: David A. Condon , Mayor

Consultant Signature

Approving Authority Signature

Date

Date

Attest: _____
City Clerk

Approved to form:

Assistant City Attorney

**Agenda Sheet for City Council Meeting of:**

08/08/2016

Date Rec'd

7/6/2016

Clerk's File #

OPR 2007-0468

Renews #**Submitting Dept**

INTEGRATED CAPITAL

Contact Name/Phone

MIKE TAYLOR 625-6307

Contact E-Mail

PMTAYLOR@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

4250 - CONTRACT AMENDMENT - ESVELT ENVIRONMENTAL ENGINEERING

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

Amendment No. 9 to contract with Esvelt Environmental Engineering (EEE) for professional services for extended operation of the Membrane Pilot units at Riverside Park Water Reclamation Facility (RPWRF) regarding Next Level of Treatment (NLT).

Summary (Background)

The work associated with the Filtration Pilot Study in response to the City's RFQ Number 3390-7 is ongoing and the City requires additional work from the consultant, Esvelt Environmental Engineering (EEE) on the ongoing Next Level Treatment (NLT) Project at the City's Riverside Park Water Reclamation Facility (RPWRF).

Fiscal Impact

Expense \$ 180,000.00

Select \$

Select \$

Select \$

Budget Account

4340-43387-94000-56501-14323

#

#

#

Approvals**Dept Head**

DAVIS, MARCIA

Division Director

SIMMONS, SCOTT M.

Finance

KECK, KATHLEEN

Legal

WHALEY, HUNT

For the Mayor

WHITNEY, TYLER

Council Notifications**Study Session****Other**

PW 7/11/16

Distribution List

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lhendron@spokanecity.org

cconklin@spokanecity.org

mark@esvelt.com

kemiller@spokanecity.org

lberry@spokanecity.org

Additional Approvals**Purchasing**

BRIEFING PAPER
Riverside Park Water Reclamation Facility
Integrated Capital Management
July 11, 2016

Subject

Amendment No. 9 to Contract with Esvelt Environmental Engineering (EEE) for professional services for extended operation of the Membrane Pilot units at Riverside Park Water Reclamation Facility (RPWRF) regarding Next Level of Treatment (NLT).

Background

The City is preparing to install membrane treatment at RPWRF to comply with its NPDES Waste Discharge Permit and Ecology's Dissolved Oxygen Total Maximum Daily Load concerning excess nutrients in the Spokane River and Long Lake. The City has been testing General Electric's and Pall Corporation's membrane systems in a side-by-side pilot to choose which is best suited for NLT.

The City retained EEE in late 2014 to conduct this pilot testing, anticipating completion in 2016. Additional testing was deemed necessary by the NLT Project Team to obtain the data needed for membrane selection as well as further data collection during the winter months. EEE's expertise will also be instrumental to the NLT team during design. This Amendment No. 9 adds funding for EEE to conduct additional piloting in 2016 and to serve as an expert resource. Cost not to exceed \$180,000.00.

This amendment was briefed at the Public Works Committee on April 11, 2016.

Impact

EEE's services will help ensure the success of NLT to achieve a "cleaner river faster."

Action

Recommend approval.

Funding

Funding is generated from Sewer rates and is provided within the RPWRF budget.

CONTRACT AMENDMENT # 9

THIS CONTRACT AMENDMENT # 9 is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and ESVELT ENVIRONMENTAL ENGINEERING, whose address is 8908 East Dalton Avenue, Spokane, Washington 99212, as "Consultant".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to complete a FILTRATION PILOT STUDY; and

WHEREAS, the work associated with this Filtration Pilot Study in response to the City's RFQ Number 3390-7 is ongoing and the City requires additional work from Consultant on the ongoing Next Level Treatment (NLT) Project at the City's Riverside Park Water Reclamation Facility (RPWRF); and

WHEREAS, the Spokane River and Lake Spokane are listed under Federal Section 303(d) of the Clean Water Act as "impaired" regarding the levels of dissolved oxygen; and

WHEREAS, the City owns and operates RPWRF, a Municipal Publically-Owned Treatment Works (POTW) that discharges treated effluent to the lower Spokane River; and

WHEREAS, the City in 2006 submitted to Ecology a required Technology Selection Protocol describing that the City would pilot various treatment technologies to identify the Next Level of Treatment (NLT) to reduce RPWRF's nutrient load discharged into the Spokane River; and

WHEREAS, the City retained Esvelt Environmental Engineering (EEE) in 2007 to conduct a phosphorus pilot test of various full-scale tertiary treatment units to identify the best-suited technology for the NLT; and

WHEREAS, Ecology established a Dissolved Oxygen Total Maximum Daily Load (TMDL) in 2011 establishing a Waste Load Allocation for RPWRF concerning phosphorus, ammonia, and carbonaceous biological oxygen demand; and

WHEREAS, National Pollutant Discharge Elimination Program Permit No. WA 0024473 (Permit) issued by Ecology contains effluent limits reflecting the TMDL and requires the City install NLT by March 1, 2018 and comply with the final effluent limits by March 1, 2021; and

WHEREAS, the City selected CH2M Hill Engineers, Inc. via a qualifications-

based selection per RCW 38.80.040 as its Engineer to provide professional engineering services to design NLT and manage the construction thereof; and

WHEREAS, EEE, because of its unique piloting role in choosing the NLT, was expressly excluded from competing for design and construction of NLT; and

WHEREAS, EEE's knowledge and insight regarding the phosphorus pilot information is crucial to the City and its Engineer during design and construction to ensure NLT performs as well as possible to meet the Permit limits and achieve the TMDL; and

WHEREAS, EEE is the only firm available to the City which has such knowledge and insight; -- Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The Contract dated June 19, 2007, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EFFECTIVE DATE. This Contract Amendment shall become effective upon signature of the parties, and run through 2016.
3. AMENDMENT. Section 1, **Task 6 – Preliminary Engineering Phase Assistance** of the contract documents (specifically Amendment # 8) is amended to read as follows:

Task 6 in Amendment 8 included assistance in operation of the side-by-side NLT pilot equipment. This Contract Amendment increases the fee based on the projected contract operation costs of extending the side-by-side NLT membrane pilot. Billing would continue to be on actual time-and-expenses basis for fulfillment of Task 6 continued Preliminary Engineering Phase Assistance. All Consultant services shall be performed in accord with the attached EEE's supplied – Filtration Pilot Study Amendment – Scope adjustment to reflect extending side-by-side NLT pilot operation document, dated January 13, 2016:

1. PERFORMANCE. In addition to the original scope, the Consultant shall, as described in its proposal, incorporated herein as Exhibit A, provide Extended Pre-design Assistance for Task 6 into 2016 to the City.
4. COMPENSATION. The City shall pay a maximum amount not to exceed ONE HUNDRED AND EIGHTY THOUSAND AND NO/100 DOLLARS (\$180,000.00) for everything furnished and done under this Contract Amendment. The original task 6 budget for contract operation was consumed at approximately the end of August, 2015, so extending operations through June, 2016 requires a ten (10) month Extension, projected at the current (rounded) average burn rate of nominally EIGHTEEN THOUSAND (\$18,000.00) per month, for a proposed increase total of ONE HUNDRED

AND EIGHTY THOUSAND AND NO/100 DOLLARS (\$180,000.00). The updated budget is summarized on the following table (attached hereto) as Esvelt Environmental Engineering's Filtration Pilot Study Amendment – Scope adjustment to reflect extending side-by-side NLT pilot operation.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk



Assistant City Attorney

Dated: _____

ESVELT ENVIRONMENTAL
ENGINEERING

E-Mail address, if available:

Mark @ esvelt.com

By: Mark Esvelt

Title: Partner / Principal

Attachments that are a part of this Contract Amendment:

Exhibit A: Esvelt Environmental Engineering's – Filtration Pilot Study Amendment – Scope adjustment to reflect extending side-by-side NLT pilot operation, dated January 13, 2016

16-521



Water Quality & Treatment / Wastewater Treatment studies, Design, Operation / Industrial Wastewater Management

ESVELT ENVIRONMENTAL ENGINEERING

8908 E. Hodin Dr., Spokane, WA, 99212, Ph 509-926-3049 Fax 509-922-3073

January 13, 2016

Mr. Lars Hendron, P.E.
City of Spokane
Riverside Park Water Reclamation Facility
4401 N. Aubrey L. White Parkway
Spokane, WA 99205

Regarding: Filtration Pilot Study Amendment – Scope adjustment to reflect extending side-by-side NLT pilot operation.

Dear Mr. Hendron:

Esvelt Environmental Engineering has been providing consulting service to the City of Spokane in connection with the Spokane Riverside Park Water Reclamation Facility (RPWRF) Next Level of Treatment (NLT) Phosphorus Removal Project. Services have included providing contract operations for the side-by-side NLT membrane pilot units, which are being run to confirm performance capabilities for the two competing membrane configurations (immersed and pressurized), and to develop operational data that will be used in the final selection of configuration. The piloting effort additionally is being used to help the design engineers refine final design for optimization of the overall project.

The services have been provided under the following City of Spokane authorization:

Clerk's file # OPR 2007-0468

Budget Account # 4370-94338-94000-56501

Last Contract modifications 1/26/2015: Amendment 8, extending services into current design phases, which include side-by-side NLT pilot operation of two final membrane technologies.

The side-by-side NLT membrane pilot operations are being extended, at the direction of the City, to continue to collect valuable operational data, including assessment of winter and early-spring conditions on ultimate performance and design parameters. This proposed modification to the contract reflects the associated additional contract operations costs.

Proposed Modification to Contract Amendment 8 Tasks

Task 6 – Preliminary Engineering Phase Assistance

Task 6 in amendment 8 included assistance in operation of the side-by-side NLT pilot equipment. This contract modification would increase the fee based on the projected contract operation costs of extending the side-by-side NLT membrane pilot. Billing would continue to be on actual time-and-expenses for this task.

For budgeting purposes, it is assumed the pilot operation will be extended through June, 2016, with the level of operation effort consistent with current levels. The original task 6 budget for contract operation was consumed at approximately the end of August, 2015, so extending operations through June, 2016 requires a 10-month extension, projected at the current (rounded) average burn rate of nominally \$18,000 per month, for a proposed increase of \$180,000. The updated amendment 8 budget is summarized on the following table.

Proposed Budget Estimate Modification

Task No.	Description (Summary)	Amendment 8 (2015) Budget	Changes from Amendment 8	Added Cost ¹	New Total Budget
ESVELT ENVIRONMENTAL ENGINEERING					
6	Preliminary Engineering	\$62,000	Side-by-side NLT membrane pilot operation and admin – extension through June, 2016	\$10,000	\$72,000
7	Final Engineering	\$70,000			\$70,000
8	Construction Phase Assistance	\$153,000			\$153,000
9	O&M Assistance – Post-commissioning	\$53,000			\$53,000
10	General Process Consulting regarding NLT-related projects	\$71,000			\$71,000
Esvelt Environmental Engineering Budget		\$409,000		\$10,000	\$419,000
SUB-CONTRACT: WATER & WASTEWATER SERVICES					
6	Preliminary Engineering	\$80,000	Side-by-side NLT membrane pilot operation and admin – extension through June, 2016	\$170,000	\$250,000
7	Final Engineering	\$14,000			\$14,000
8	Construction Phase Assistance	\$40,000			\$40,000
9	O&M Assistance	\$50,000			\$50,000
10	General Process Consulting regarding NLT-related projects	\$5,000			\$5,000
W&WS Budget		\$189,000		\$170,000	\$359,000
Total Budget Amount Including Subs		\$598,000		\$180,000	\$778,000

Notes for table:

- Added costs for EEE include 5% mark-up on sub-consultant to cover B&O tax, impact to professional liability insurance premiums, and additional bookkeeping, this is consistent with current amendment 8 contract billings. Mark-up is clearly identified on billings.

We very much appreciate the chance to present this proposal for modification to the existing scope of services, and look forward to continuing to work with the City on this important project.

Sincerely Yours,

ESVELT ENVIRONMENTAL ENGINEERING



Mark H. Esvelt, P.E., BCEE
LLC Member

**Agenda Sheet for City Council Meeting of:**

08/08/2016

Date Rec'd

7/21/2016

Clerk's File #

OPR 2016-0617

Renews #**Submitting Dept**

DEVELOPER SERVICES CENTER

Cross Ref #**Contact Name/Phone**

ALI BRAST 625-6638

Project #**Contact E-Mail**

ABRAST@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

4700 MULTI-FAMILY HOUSING - 618 SOUTH DENVER STREET

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with Solitude Properties, LLC for one multi-family building with nine units located at 618 South Denver Street, Parcel Number 35201.6404.

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

BECKER, KRIS

Study Session**Division Director**

MALLAHAN, JONATHAN

Other

PED 7/18/16

Finance

DAVIS, LEONARD

Distribution List**Legal**

PICCOLO, MIKE

engineering admin

For the Mayor

WHITNEY, TYLER

abrast@spokanecity.org

Additional Approvals

sbishop@spokanecity.org

Purchasing

mpiccolo@spokanecity.org

htrautman@spokanecity.org

mhughes@spokanecity.org

BRIEFING PAPER
City of Spokane
MFTE Incentive Program / Planning and Development
July 18, 2016

Subject:

A Multi-Family Tax Exemption Conditional Contract for one multi-family building with 9 units, located at 618 S Denver St.

Purpose:

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. The City has received an application from Joseph Duris for a project of 9 multiple family housing units at 618 S Denver. The staff has reviewed the application and determined that it meets the requirements of Chapter 8.15 SMC and qualifies for the tax exemption. This contract authorizes the appropriate city official to enter into the attached Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.

Details:

Joseph Duris

MFTE target area: Lower South Hill

Qualifying parcels: 35201.6404

Units: 9

Total Square Footage: 9,000

Average Sq Ft: 1,000 square feet

STA Routes: one block from Route 45

Affordable: affordable rate

Project Area Map:



Recommendation:

Pursuant to SMC 08.15.060, the city council certifies the qualified property owner for this property tax exemption. This contract will be brought forward to City Council in the next few weeks.

For more information contact: Ali Brast, 509-625-6638, abrast@spokanecity.org
Planning & Development Services Department

**MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT**

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Solitude Properties, LLC, as "Owner" whose business address is 618 S Denver St, Spokane, WA 99208.

WITNESSETH:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

LIBERTY PK ADD L4 B4

Assessor's Parcel Number(s) 35201.6404, commonly known as 618 S Denver St.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately four or more new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing

requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this 30th day of June, 2016

CITY OF SPOKANE

By: _____

Mayor, David A. Condon

Attest:

City Clerk

Joseph G Duris for Solitude
Properties, LLC

By: 

Its: Owner

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON)

County of Spokane) ss.
)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2016.

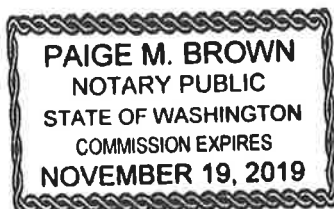
Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 30th day of June, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Joseph C. Duris, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 30th day of June, 2016.



Paige M. Brown

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires 11-19-2019



Agenda Sheet for City Council Meeting of:
08/08/2016

Date Rec'd	7/21/2016
Clerk's File #	OPR 2016-0618
Renews #	

Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ALI BRAST 625-6638	Project #	
Contact E-Mail	ABRAST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4700 MULTI-FAMILY HOUSING - 1227 WEST 6TH AVENUE		

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with Solitude Properties, LLC for one multi-family building with nine units located at 1227 West 6th Avenue, Parcel Number 35192.4901.

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	BECKER, KRIS	Study Session	
Division Director	MALLAHAN, JONATHAN	Other	PED 7/18/16
Finance	DAVIS, LEONARD	Distribution List	
Legal	PICCOLO, MIKE	engineering admin	
For the Mayor	WHITNEY, TYLER	abrast@spokanecity.org	
Additional Approvals		sbishop@spokanecity.org	
Purchasing		mpiccolo@spokanecity.org	
		htrautman@spokanecity.org	
		mhughes@spokanecity.org	

BRIEFING PAPER
City of Spokane
MFTE Incentive Program / Planning and Development
July 18, 2016

Subject:

A Multi-Family Tax Exemption Conditional Contract for one multi-family building with 9 units, located at 1227 W 6th Ave.

Purpose:

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. The City has received an application from Joseph Duris for a project of 9 multiple family housing units at 1227 W 6th Ave. The staff has reviewed the application and determined that it meets the requirements of Chapter 8.15 SMC and qualifies for the tax exemption. This contract authorizes the appropriate city official to enter into the attached Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.

Details:

Joseph Duris

MFTE target area: Lower South Hill

Qualifying parcels: 35192.4901

Units: 9

Total Square Footage: 9,000

Average Sq Ft: 1,000 square feet

STA Routes: directly adjacent to Route 42 and bus stop

Affordable: affordable rate

Project Area Map:



Recommendation:

Pursuant to SMC 08.15.060, the city council certifies the qualified property owner for this property tax exemption. This contract will be brought forward to City Council in the next few weeks.

For more information contact: Ali Brast, 509-625-6638, abrast@spokanecity.org
Planning & Development Services Department

**MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT**

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Solitude Properties, LLC, as "Owner" whose business address is 1214 W Chaucer Ave, Spokane, WA 99208.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

RAILROAD 2ND L1 B60

Assessor's Parcel Number(s) 35192.4901, commonly known as 1227 W 6th Ave.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately nine new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing

requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this 30th day of June, 2016

CITY OF SPOKANE

By: _____

Mayor, David A. Condon

Attest:

City Clerk

Joseph G Duris for Solitude
Properties, LLC

By: 

Its: Owner

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON)

County of Spokane) ss.
)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2016.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 30th day of June, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Joseph G. Davis, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 30th day of June, 2016.



Paige M. Brown

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires 11-19-2019



Agenda Sheet for City Council Meeting of:
08/08/2016

Date Rec'd	7/21/2016
Clerk's File #	OPR 2016-0619
Renews #	

Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ALI BRAST 625-6638	Project #	
Contact E-Mail	ABRAST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4700 - MULTI-FAMILY HOUSING - 614 AND 618 SOUTH GARFIELD		

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with David Shriver and Bob Cooke for two multi-family buildings with seven units each located at 614 and 618 South Garfield Street, Parcel Numbers 35201.5336 and 35201.5352.

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	BECKER, KRIS	Study Session	
Division Director	MALLAHAN, JONATHAN	Other	PED 7/18/16
Finance	DAVIS, LEONARD	Distribution List	
Legal	PICCOLO, MIKE	engineering admin	
For the Mayor	WHITNEY, TYLER	abrast@spokanecity.org	
Additional Approvals		sbishop@spokanecity.org	
Purchasing		mpiccolo@spokanecity.org	
		htrautman@spokanecity.org	
		mhughes@spokanecity.org	

BRIEFING PAPER
City of Spokane
MFTE Incentive Program / Planning and Development
July 18, 2016

Subject:

A Multi-Family Tax Exemption Conditional Contract for two multi-family building with 7 units each, located at 614 and 618 S Garfield.

Purpose:

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. The City has received an application from Bob Cooke for a project of 14 multiple family housing units across two buildings at 614 & 618 S Garfield. The staff has reviewed the application and determined that it meets the requirements of Chapter 8.15 SMC and qualifies for the tax exemption. This contract authorizes the appropriate city official to enter into the attached Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.

Details:

Bob Cooke

MFTE target area: Lower South Hill

Qualifying parcels: 35201.5336 & 35201.5352

Units: 14

Total Square Footage: 17,024

Average Sq Ft: 1,216 square feet

STA Routes: 3 blocks from Route 45 that runs on Arthur; 3 blocks from Route 2 on Sherman

Affordable: Market Rate

Project Area Map:



Recommendation:

Pursuant to SMC 08.15.060, the city council certifies the qualified property owner for this property tax exemption. This contract will be brought forward to City Council in the next few weeks.

For more information contact: Ali Brast, 509-625-6638, abrast@spokanecity.org
Planning & Development Services Department

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and David Shriver and Bob Cooke, as "Owner" whose business address is 503 E. 2nd Avenue.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

HIGHLD PK HARTSONS S80FT OF E1/2 L8 B3 & HIGHLAND PARK HARTSONS
LT 10 BLK 3 EXC W100'

Assessor's Parcel Number(s) 35201.5336 & 35201.5352, commonly known as 614
S GARFIELD ST. & 618 S GARFIELD ST.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the

rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately 14 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this 1st day of July, 2016

CITY OF SPOKANE

By: _____

Mayor, David A. Condon

Attest:

City Clerk

Bob Cooke & David Shriver

By: B. A. Cooke
David Shriver

Its: _____

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2016.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 1st day of July, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared BOB COOK & DAVID SWANSON to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of July, 2016.

Shawn Bitt

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires 12/11/17



Agenda Sheet for City Council Meeting of:
08/08/2016

Date Rec'd	7/12/2016
Clerk's File #	OPR 2016-0620
Renews #	

Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #	
Contact Name/Phone	STEVE BURNS 509.742.8154	Project #	
Contact E-Mail	SBURNS@SPOKANECITY.ORG	Bid #	RFQ# 4167-15
Agenda Item Type	Contract Item	Requisition #	CR# 17023
Agenda Item Name	4100 - POWERHOUSE #1 HVAC REPLACEMENT DESIGN CONTRACT		

Agenda Wording

A contract for preparation of the design documents for removal and replacement of the HVAC system in the existing Powerhouse #1 Building at Upriver Dam with FSi Engineers (Seattle, WA) not to exceed \$65,443.00.

Summary (Background)

A Request for Qualifications (RFQ #4167-15) for Consulting Engineering Services was issued August 17, 2015. The City received five (5) Statements of Qualifications (SOQs) on September 21, 2015. The City's SOQ Evaluation Committee determined an apparent award recommendation October 7, 2015. Original contract OPR 2016-0062 with FSi Engineers was executed in January 2016 based on that recommendation. This contract will complete the design work begun in the original contract.

Fiscal Impact		Budget Account	
Expense	\$ 65,443.00	#	4340-42300-94000-56501-04100
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	KEGLEY, DANIEL	Study Session	PWC 7/11/2016
Division Director	SIMMONS, SCOTT M.	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	ANDYL@FSI-ENGINEERS.COM	
For the Mayor	WHITNEY, TYLER	SBURNS@SPOKANECITY.ORG	
Additional Approvals		JFINGER@SPOKANECITY.ORG	
Purchasing	PRINCE, THEA	ACLINE@SPOKANECITY.ORG	
		LROFF@SPOKANECITY.ORG	
		SJOHNSON@SPOKANECITY.ORG	

BRIEFING PAPER
Public Works Committee
Water Department
July 11, 2016

Subject

A contract for preparation of the design documents for removal and replacement of the HVAC system in the existing Powerhouse #1 Building at Upriver Dam with FSi Engineers (Seattle, WA) not to exceed \$65,443.00.

Background

A Request for Qualifications (RFQ #4167-15) for Consulting Engineering Services was issued August 17, 2015. The City received five (5) Statements of Qualifications (SOQs) on September 21, 2015. The City's SOQ Evaluation Committee determined an apparent award recommendation October 7, 2015. Original contract OPR 2016-0062 with FSi Engineers was executed in January 2016 based on that recommendation.

This contract will complete the design work begun in the original contract. In conjunction with City Legal, a decision was made to transition payment for this design work from a Time and Materials contract to Lump Sum.

Impact

This contract will allow complete preparation for the HVAC system replacement, ultimately increasing generator life and the usefulness of Powerhouse #1.

Action

Recommend approval.

Funding

All funding for this purchase will be from the Water Department Capital Funds.

City of Spokane

CONSULTANT AGREEMENT

Title: **POWERHOUSE #1 HVAC REPLACEMENT DESIGN AT UPRIVER DAM**

This Agreement is made and entered into by and between the City of Spokane ("City"), a Washington municipal corporation, and **FSi Consulting Engineers (FSi)**, 506 2nd Avenue, Suite #700, Seattle, Washington 98104 ("Consultant"). Sometimes hereafter individually referenced as a "party", and together as the "parties".

Recitals:

WHEREAS, the purpose of this Agreement is to assist the City's Hydroelectric Division to prepare design documents for the removal of the existing HVAC system and installation of a new HVAC system in the existing Powerhouse #1 building at Upriver Dam; and

WHEREAS, this Consultant was selected from a Request For Qualifications (RFQ # 4167-15) issued by the City seeking qualified Consultants for this specific type of HVAC delivery; and

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins when fully executed by all parties, and ends on December 31, 2017, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") upon receipt of written notice to proceed from the City. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The Scope of Work for this Agreement and the time schedule for completion of such Work are described in Exhibit A, which is attached to and made a part of this Agreement.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. PAYMENT.

This Agreement provides for a lump-sum payment negotiated based on a "monthly progress billings" basis to complete the Scope of Work, and shall include only those costs allowed according to Exhibit B - PAYMENT METHOD, (LUMP SUM) attached hereto and made part of this Agreement. Total compensation under this Agreement shall be on a Monthly Progress Billing basis and shall not exceed **SIXTY FIVE THOUSAND FOUR HUNDRED FORTY THREE AND NO/100 DOLLARS (\$65,443.00)**, in accord with Consultant's May 20, 2016 Proposal submitted to the City, unless modified by a written amendment to this Agreement.

5. GUARANTEED PAY TO SMALL SUBCONSULTANTS.

Consultant of any tier shall pay their Subconsultants no less than 30 days after receipt of payment from the City, as partial payment for work invoiced to-date. The Consultant may withhold only the portion of amounts due for work in dispute. The Consultant shall ensure the Subconsultant has sufficient support for proper invoice preparation and submittal.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (*excluding the "Incidental" portion of the published CONUS Federal M&I Rate*) for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate for 2016 is 54 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual labor cost incurred and may include a ten percent (10%) markup. This mark-up is not applicable to reimbursable expenses. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:
CITY OF SPOKANE WATER & HYDROELECTRIC SERVICES DEPARTMENT STEVE BURNS – RE: UPRIVER DAM HVAC Project 914 East North Foothills Drive Spokane WA 99207
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):
<ul style="list-style-type: none">• Invoice Date and Invoice Number• WATER AND HYDROELECTRIC SERVICES DEPARTMENT• City Project Manager Name: Steve Burns (Please do not put PM's name in the address portion of the invoice)• Department Contract No. OPR # _____• Contract Title: POWERHOUSE #1 HVAC REPLACEMENT DESIGN AT UPRIVER DAM• Period covered by the invoice• Project task # and title• Employee's name and classification• Employee's all-inclusive hourly rate and # of hours worked• Total labor costs per task• Itemization of direct, non-salary costs (per task, if so allocated)• The following Sub-Consultant payment information will be provided (attach Sub-Consultant invoices as backup):<ul style="list-style-type: none">○ Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).○ Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant).• Cumulative costs per task and for the total project

8. TAXES, FEES AND LICENSES.

- Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, etc. It the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- As authorized by SMC, the Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
Steve Burns, Upriver Dam Rehab Project Mgr. Water & Hydroelectric Department 914 East North Foothills Drive Spokane WA 99207	Firm Contact: Robert Danforth, Jr., Principal Firm Name: FSi Consulting Engineers (FSi) Firm Address: 506 2nd Avenue, Suite #700 Seattle, Washington 98104

10. SOCIAL EQUITY REQUIREMENTS.

- A. Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall affirmatively try to ensure applicants are employed, and employees are treated during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or any sensory, mental or physical handicap. Such efforts include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training. The Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant.
- B. Consultant shall seek inclusion of woman and minority business for subcontracting whenever feasible. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

11. INDEMNIFICATION.

The Consultant shall indemnify and hold the City and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to reasonable attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage to the extent arising from the Consultant's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the City, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The City shall indemnify and hold the Consultant and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to reasonable attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage to the extent arising from the City's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a City to indemnify the Consultant against and hold harmless the Consultant from claims, demands or suits based solely upon the conduct of the Consultant, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the City's agents or employees and (b) the Consultant, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the Consultant of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the City, its agents or employees. The City specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The City recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

12. INSURANCE.

The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents (*RFQ # 4167-15*). The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of the State of Washington.

The policies shall be issued by reputable companies that meet with a rating of at least A- or better by A.M. Best. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available at any and all times deemed necessary by the Agency, including up to six years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations that the Agency selects. The Consultant shall supply or permit the Agency to copy such books and records. The Consultant shall ensure that inspection, audit and copying rights of the Agency is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and does not as a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within 90 days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual who begins work on this Project, without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. FEDERAL DEBARMENT.

The Consultant shall immediately notify the City of any suspension or debarment or other action that excludes the Consultant or any subconsultant from participation in Federal contracts. Consultant shall verify all subconsultants intended and/or used by the Consultant for performance of City Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.sam.gov>. Consultant shall keep proof of such verification within the Consultant records.

18. CITY ETHICS CODE (SMC 1.04).

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall provide written notice to the City of any Consultant worker who shall or is expected to perform over 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those performed for the Consultant and other hours that the worker performed for the City under any other contract. Such workers are subject to the City Ethics Code, SMC 1.04. The Consultant shall advise their Consultant Workers.
- D. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

19. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

20. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant shall perform their duty to the standard of care normally practiced by professionals in similar location at a similar time. Consultant is responsible for professional quality, technical accuracy, and the coordination of all

designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

21. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project.

22. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Spokane are **public records**. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records are legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

The City will try to redact anything that seems obvious in the City opinion for redaction. For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace your own obligations to identify any materials you wish to have redacted or protected, and that you think are so under the Public Records Act (PRA).

Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary): You must determine and declare any materials you want exempted (redacted), and that you also believe are eligible for redaction. This includes but is not limited to your bid submissions, contract materials and work products.

Contract Work Products: If you wish to assert exemptions for your contract work products you must notify the City Project Manager at the time such records are generated.

Please note the City cannot accept a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

City's Response to a Public Records Act Requests: The City will provide you "third party notice", giving ten (10) business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

23. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the contract. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

24. TERMINATION.

- A. For Cause: The City may terminate the Agreement if the Consultant is in material breach of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in ten (10) business days.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control.
- C. For City's Convenience: The City or Consultant may terminate this Agreement without cause and including for convenience, upon written notice to the other party.
- D. Notice: Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than five (5) business days prior to the effective date of termination.
- E. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to termination, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- F. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

25. DEBARMENT.

The Director of Finance and Administrative Services or designee may debar and prevent a Consultant from contracting or subconsultant with the City for up to five (5) years after determining the Consultant:

- A. Received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City contracts;
- B. Failed to comply with City ordinances or contract terms, including but not limited to, ordinance or contract terms related to woman and minority business utilization, discrimination, equal benefits, or other state, local or federal non-discrimination laws;
- C. Abandoned, surrendered, or failed to complete or to perform work on or for a City contract;
- D. Failed to comply with contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards;

- E. Submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract;
- F. Colluded with another firm to restrain competition;
- G. Committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract for the City or any other government entity;
- H. Failed to cooperate in a City debarment investigation.

26. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

27. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all applicable laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or

condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- J. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. The solicitation (Request for Proposal or Solicitation for Qualifications), Addenda, and the Consultants Proposal, are each explicitly included as Attachments material to the Agreement. Where there are conflicts between these documents, the controlling document will first be this Agreement as amended, the Consultant's Proposal, then the City Solicitation documents. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- K. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- L. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

CONSULTANT

By 
Signature Date

Robert E Danforth Jr
Type or Print Name

Principal
Title

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments: Exhibit A – Consultant's Scope of Work

16-2063b

Exhibit B
PAYMENT METHOD
(LUMP SUM)

The Consultant shall be paid by the City using this payment method for completed work and services rendered under this Agreement as provided hereinafter. The payment shall be lump sum compensation for all work performed or services rendered to complete the work specified in Section 3, "Scope of Work" and when this payment method is specifically called for within Task Specific Detailed Scope and Fee Descriptions in Exhibits A.

- A. **LUMP SUM AGREEMENT.** Payment for all services for each Project shall be on the basis of a lump sum amount as detailed in Task Specific Detailed Scope and Fee Descriptions.
1. The Consultant may retain subconsultants on either a Negotiated Hourly Rate of Pay or Lump Sum basis.
 2. **Direct Nonsalary Cost.** Direct nonsalary costs will be included in Lump Sum amounts. These costs may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and subconsultant costs.
 - a. Consultant costs may include a Subconsultant markup of ten percent (10%).
 - b. Direct nonsalary costs will include charges directly identifiable with and necessary for the Project.
 - c. The Consultant shall maintain the original supporting documents in its office.
 3. **Maximum Total Amount Payable.** The Maximum Total Amount Payable does not include payments for extra work as stipulated in 24, Expansion for New Work.
- B. **MONTHLY PROGRESS PAYMENTS.** Partial payments may be made upon request by the Consultant to cover the percentage of work completed and are not to be more frequent than one (1) per month.
- C. **FINAL PAYMENT.** Final payment of any balance due the Consultant of the gross amount earned will be made promptly upon its verification by the City after the completion of the work under this Agreement, contingent upon receipt of all Deliverables which are required to be furnished under this Agreement. Acceptance of the final payment by the Consultant shall constitute a release of all claims for payment which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. The final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and that at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that the final audit reveals an overpayment to the Consultant, the Consultant agrees to refund the overpayment to the City within ninety (90) days of notice of any payment. The refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding of the City of overpayment.

EXHIBIT A – CONSULTANT’S SCOPE OF WORK



FSi consulting engineers

506 Second Avenue, Suite 700
Seattle, WA 98104-2355
206 622-3321 / fax 206 622-5804
www.fsi-engineers.com

May 20, 2016

Jeanne Finger, PE
Project Manager
City of Spokane

Subject: **Powerhouse #1 HVAC Replacement Design Services Proposal**

Jeanne,

As requested, this is our proposal for the Design and Bid Support phases of the replacement HVAC system for Powerhouse #1 at the Upriver Dam Facility.

Based on the study that FSi performed for the City of Spokane dated 03/25/2016, the City requested FSi prepare a fee proposal for the design and bid support for Option #4: Air Handler with Evaporative Cooling to replace the existing HVAC system. The City also requested that the design proposal include adding supplementary insulation to the roof of the facility to further reduce the cooling load in the summer.

Assumptions/Inclusions/Exclusions

- The design team's scope is to provide bid drawings, specifications and to support the bidding process.
- There will be three submittals, a 60% design submittal, a 95% design submittal and a final permit/bid submittal. See the table below for the information to be included on each submittal.
- There will be onsite review meetings after the 60% and 95% review submittal.
- Project technical and front end specification are included.
- This proposal assumes that the existing domestic water supply and backflow preventer in the mechanical room are in adequate condition to serve the new air handling unit.
- Engineer's opinion of probable cost estimates will be provided at the 95% and final submittal.
- Field investigation of the roof structure by the architect and structural engineer, a scissor lift and operator will need to be provided by the City of Spokane to complete this investigation.
- Hazardous Materials consultant and Good Faith Surveys are not included in this project and will be provided by the City of Spokane if required.
- Particulate monitoring over a 3 day period with 3 monitors located inside the powerhouse to monitor PM10 and PM2.5. This monitoring will occur in early July when it is there is the most dust in the area around the powerhouse. This will verify that the level of filtration recommended in the study (MERV 11) is the adequate for the peak dust load.
- Monitoring of temperature, relative humidity, carbon monoxide, and carbon dioxide over a 3 day period at three locations in the powerhouse.

**FSi consulting engineers**

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 Seattle, WA 98104-2355
 206 622-3321 / fax 206 622-5804
www.fsi-engineers.com

- No fire protection design is included in this proposal.
- Division 0/1 and Technical Specifications will be provided in CSI 6 digit format.
- Costs for reproduction of hard copies of plans, specifications, and other documents will be submitted as a reimbursable expense.
- Bidding Assistance is included in this proposal, including attendance to a pre-bid walkthrough with contractors, answering of contractor questions, issuing addenda as required, and bid review.
- No construction administration is included in this proposal. If desired by the City of Spokane, construction administration services will be provided under a separate proposal.
- Hard and digital copies of the project deliverables will be provided as described below:

<u>Document</u>	<u>60% Design</u>	<u>95% Design</u>	<u>Final Design</u>	<u>Bid Phase</u>
Drawing PDF files, one (1) for each sheet	One (1) set printable at 24" x 36"	One (1) set printable at 24" x 36"	One (1) set printable at 24" x 36"; One (1) set printable at 11" x 17"	
24" x 36" plots, paper copies		Four (4) sets	Six (6) sets	
24" x 36" Mylars			One (1) set	
Specifications, editable file and PDF file (technical only)	One (1)			
Specifications, editable file and PDF file (front end and technical)		One (1) full set	One (1) full set	
Specifications, paper copies (front end and technical)		Three (3) full sets	Three (3) full sets	
Engineer's Opinion of probable construction cost in City format, editable file and PDF file		One (1)	One (1)	
Engineer's Opinion of probable construction cost in City format, paper copies		Three (3)	Three (3)	
Pre-bid conference agenda, editable file and PDF file				One (1)
Pre-bid conference sign-in sheet, paper copies				One (1)
Pre-bid conference agenda, paper copies for distribution at meeting				Twenty (20)
Pre-bid conference minutes, PDF file				One (1)
Addenda, editable file				One (1)

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Design Milestone Submittal Deliverables

Discipline	60% Design	95% Design	Final Design
Architectural Design			
Site plan	X	X	X
Roof underside plan, elevations, materials	X	X	X
Existing main and basement floor plan and elevations	X	X	X
Front End Specifications	X	X	X
Architectural Technical Specifications	X	X	X
Mechanical Design			
Mechanical Technical Specifications	X	X	X
Air handling unit plan and elevations	X	X	X
Basis of Design Air Handler Selection Cut Sheet (for owners reference)	X	X	X
Plumbing plan	X	X	X
Ductwork layout plan	X	X	X
Valve, piping, ductwork, and other ancillary mechanical materials to be specified in the technical specifications.	X	X	X
Valve, piping, and ductwork support performance specifications in technical specifications	X	X	X
HVAC Equipment Schedules	X	X	X
HVAC and Plumbing Details		X	X
Controls sequence of operation and points list for new air handler		X	X
Filtration Specification and Selection	X	X	X
Structural Design			
Equipment anchorage and details		X	X
Roof underside support and fastening details		X	X
Electrical Design			
Power supply	X	X	X
Panel schedules and details	X	X	X
Single line diagrams	X	X	X
Electrical Technical Specifications	X	X	X

Schedule

Based on when the NTP is given to the consultant team will complete the Bid Documents within 18 weeks.

I:\15096 Powerhouse #1 HVAC Replacement\PM\Proposal\160520 Design Proposal Rev 1\FSi Scope Letter Powerhouse #1 HVAC Replacement Design REV 1.docx



FSi consulting engineers

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Seattle, WA 98104-2355
206 622-3321 / fax 206 622-5804
www.fsi-engineers.com

Fee

We propose to perform this work on a “lump sum” basis, with monthly progress billings, of \$65,443. It is anticipated that documented and agreed upon changes in scope will modify this amount as required. Please see the attached spreadsheet for a breakdown of the tasks and hours.

Again, we truly appreciate the opportunity to propose on this project, and we look forward to working with you on it.

Respectfully,

FSi consulting engineers

Andy Langdon, PE



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 506 Second Avenue, Suite 700
 Seattle, WA 98104
 206 622-3321 / fax 206 622-5804
 www.fsi-engineers.com

Proposal for Engineering Services

Date: 05.20.16

**Project: Spokane Powerhouse #1 HVAC Upgrade
 Design Services**

Scope: Replacement of existing direct-evaporative air handler with new direct-evaporative air handler, Controls upgrade and insulation added to underside of existing roof.

	Princ \$180	Sr Eng \$157	Eng A \$139	Eng B \$115	Eng C \$101	CAD A \$110	Ext
Mechanical Design Services Scope							
Project Set Up and Planning			4	4			\$1,016
HVAC Design and calculations			8	12	12		\$3,704
HVAC plans				16	16	10	\$4,556
HVAC schedules and details				12	12		\$2,592
Controls design			6	4	4		\$1,698
Controls sequence of operation and points list for new air handler			8	4		2	\$1,792
Coordinating design with other disciplines			6		12		\$2,046
Preparing submittals (60%, 95%, Final)				8	8	4	\$2,168
Cost Estimating (95% & Final submittals only)			4	4	4		\$1,420
Submittal Review Meeting (at 60% and 95%)			16	8			\$3,144
Pre - Bid Onsite Meeting			8				\$1,112
Bid Addendum and Bid Review			4	2	2	2	\$1,208
Project Management/ Quality Control	12		8	4	4	4	\$4,576
Mechanical Design Services Subtotal	12		72	78	74	22	\$31,032

Subconsultants

Architectural	\$ 14,310					
Electrical	\$ 2,473					
Structural	\$ 4,680					
Environmental	\$ 7,083					
Total	\$ 28,546	With	10.0%	markup >		\$ 31,401

FSi Reimbursable Costs

Outside Plotting, Printing, Deliveries	\$750					
Travel Costs:						
Airfare (2 trips at 1 person, 1 trip with 2 people)	\$2,000					
Rental Car (3 Trips)	\$180					
Meals (4 meals)	\$80					
Total	\$3,010	With	0%	markup >		\$3,010

Design Services Total

\$65,443

506 2nd AVE Suite 700
 Seattle, WA 98104
 206.622.3321

**Design, Document, Permit Submittal and Bid Support Phase Services -
Architectural Consultant scope\fee breakdown for Spokane Powerhouse #1
addition of insulation at roof underside**



153 South Jefferson Street
Spokane, WA 99201
509 838.4511 | fax 509 838.4605
www.bernardowills.com

BWA is a Consultant to FSI Engineers, who is the projects primary contract holder. The Spokane Power House is owned/run by the City of Spokane. Architectural services for this work will be invoiced on at Time and Expense basis, with the Total not-to-exceed amount indicated. Services provided for inclusion of new insulation at the roof underside are: design, document production, permit and bid support. Services beyond that are excluded.

Documenting existing conditions, design, document production, permitting and bid support phases

Draw existing conditions in AutoCAD for use by A/E team

On site investigation of roof underside (lift rental and operation is by others)

60% Design development

Design review

95% Design development

Develop Division-1 and coordinate Frontal Specifications

Opening modifications and detailing support for mechanical penetrations

Design review

Building Permit assistance

Document updating

Final Design development and cost estimate

Design review

Bid support

Hours	32	52	12	6
Direct Fee Subtotal	\$14,190			
In-office printing, travel & mailing	\$120			
BWA Total not-to-exceed fee	\$14,310			

Bernardo Wills Architects

HR \$200.00

Architect, Principal

HR \$125.00

Project Architect

HR \$75.00

Drafting

HR \$65.00

Clerical/Admin Support

Upriver Dam Powerhouse #1 HVAC Replacement
 GLR Effort - 100% Design Submittal
 Fee Proposal Tracker

	Principal \$125/hr	Drafting \$85/hr	
Site Visit	4		500
Design Coordination with Team/Owner	6		750
Project Management	2		250
Submittal Coordination (60%, 95%, and 100%)	4		500
Bidding Support	2		250
Probable Cost Estimates	2		250
Equipment Anchorage and Details	4	8	1180
Existing Roof Review for New Insulation (Exclude Retrofitting)	8		1000
	32		\$4,680.00 Total GLR Proposed Amount for 100% Design Submittal

Note: Retrofitting for Roof Structure will be performed on T&M basis.

Client Name FSi Consulting Engineers
Project Name City of Spokane Upriver PH #1 HVAC
Proposal Number 161-036.300
Project Number

Date 4/29/2016
File 161-036
Tab Summary
Author eek

Description of Tasks			Total
SUMMARY			
PHASE 3.0	DESIGN (TAB 1)	\$1,235	\$2,003
	EXPENSES	\$62	
	DESIGN (TAB 2)	\$672	
	EXPENSES	\$34	
PHASE 5.0	CONSTRUCTION ASSISTANCE	\$448	\$470
	EXPENSES	\$22	
PHASE 7.0	SW / PROG / COMMISSIONING		
	EXPENSES		
Subtotal			\$2,473
TOTAL			\$2,473

Client Name FSi Consulting Engineers
Project Name City of Spokane Upriver PH #1 HVAC
Proposal Number 161-036.300
Project Number

Date 4/29/2016
File 161-036
Tab Summary
Author eek

Description of Tasks			Total
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PHASE 3.0	DESIGN (TAB 1)	\$1,235	\$2,003
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	EXPENSES	\$34	
PHASE 5.0	Bid Support	\$448	\$470
	EXPENSES	\$22	
Subtotal			\$2,473
TOTAL			\$2,473

Client Name FSi Consulting Engineers
Project Name City of Spokane Upriver PH #1 HVAC
Proposal Number 161-036.300
Project Number

Date 4/29/2016
File 161-036
Tab Phase 3 - Design (1)
Author eek

Phase	Task/Labor Code	Description of Tasks	Principal Engineer (PE)	Project Manager (PM)	Senior Engineer (SE)	Engineer (ENGR)	Designer (DES)	Auto CAD (CADDR)	Clerical (WP)	Total	
		ENGINEERING DESIGN	\$155	\$126	\$112	\$102	\$80	\$72	\$68		
3	300	PROJECT MANAGEMENT PROJECT MANAGEMENT PROJECT SCHEDULING COORDINATION W/ ASSOC. PROJECTS	1	2						\$407	\$407
	301	FIELD INVESTIGATION									
	302	DESIGN REVIEW MEETINGS									
	303	QA/QC									
	304	UTILITY COORDINATION									
	310	PIPING & INSTRUMENTATION DIAGRAMS P&IDS NETWORK DIAGRAMS									
	320	ONE-LINE DIAGRAMS ONE-LINE DIAGRAM MEDIUM VOLTAGE EMERGENCY POWER UPS									
	325	ENGINEERING RESEARCH									
	330	PLANS DRAWING LIST SYMBOL/LEGEND SITE MEDIUM VOLTAGE DISTRIBUTION 480V. POWER 120V. POWER LIGHTING 400 HZ / DC POWER INSTRUMENTATION/CONTROL AUXILIARY SYSTEMS IN SLAB CONDUIT GROUNDING NETWORK / DATA / COMMS SUBMITTAL PACKAGE ASSEMBLY				6		3		\$828	\$828
	341	REMOVAL DRAWINGS									
	342	ELEVATIONS & DETAILS MEDIUM VOLTAGE ELEVATIONS MCC SCHEDULE / ELEVATIONS MISC ELEVATIONS / DETAILS MCC CONTROL WIRING DIAGRAMS CONTROL WIRING DIAGRAMS LOGIC DIAGRAMS									
Total Hours			1	2		6		3			

Remarks: Expenses account for courier fees, printing fees, and travel mileage for local meetings.

Subtotal	\$1,235	\$1,235
Expenses	\$62	\$62
TOTAL	\$1,297	\$1,297

THE ABOVE RATES & FEES QUOTED ARE VALID FOR A PERIOD OF 90 DAYS.

Client Name FSi Consulting Engineers
Project Name City of Spokane Upriver PH #1 HVAC
Proposal Number 161-036.300
Project Number

Date 4/29/2016
File 161-036
Tab Phase 3 - Design (2)
Author eek

Phase	Task/Labor Code	Description of Tasks	Principal Engineer (PE)	Project Manager (PM)	Senior Engineer (SE)	Engineer (ENGR)	Designer (DES)	Auto CAD (CADDR)	Clerical (WP)	Total	
		ENGINEERING DESIGN	\$155	\$126	\$112	\$102	\$80	\$72	\$68		
3	350	PLC SYSTEMS PLC PANEL/BILL OF MATERIALS PLC POWER DISTRIBUTION I/O WIRING DIAGRAMS CONTROL PANEL									
	360	CALCULATIONS LOAD FAULT CURRENT LIGHTING ENERGY VOLTAGE DROP									
	362	POWER SYSTEM ANALYSIS FIELD DATA COLLECTION UTILITY COORDINATION DATA VERIFICATION & REVIEW ONE LINE SYSTEM MODELING SHORT CIRCUIT ANALYSIS PROTECTIVE DEVICE COORD. ARC FLASH HAZARD ANALYSIS ARC FLASH LABELS ENGINEERING REPORT ARC FLASH LABELS INSTALLATION									
	366	ENGINEERING REPORTS									
	370	SCHEDULES CONDUIT AND WIRING SCHEDULE INSTRUMENT SCHEDULE PANEL SCHEDULES POWER SYSTEM SCHEDULE			2					\$224	\$224
	380	CONSTRUCTION COST ESTIMATE									
	390	SPECIFICATIONS SPECIFICATIONS PROCUREMENT SPECIFICATIONS OUTLINE SPECIFICATION BIDDER DESIGN CRITERIA			4					\$448	\$448
	395	PROCESS OPERATIONAL DESCRIPTION									
	396	OUTSIDE PLAN REVIEW									
Total Hours					6						

Remarks: Expenses account for courier fees, printing fees, and travel mileage for local meetings.

Subtotal	\$672	\$672
Expenses	\$34	\$34
TOTAL	\$706	\$706

THE ABOVE RATES & FEES QUOTED ARE VALID FOR A PERIOD OF 90 DAYS.

Client Name FSi Consulting Engineers
Project Name City of Spokane Upriver PH #1 HVAC
Proposal Number 161-036.300
Project Number

Date 4/29/2016
File 161-036
Tab Phase 5 - Constr. Assist
Author eek

Phase	Task/Labor Code	Description of Tasks	Principal Engineer (PE)	Project Manager (PM)	Senior Engineer (SE)	Engineer (ENGR)	Designer (DES)	Auto CAD (CADDR)	Clerical (WP)	Total
		BID SUPPORT	\$155	\$126	\$112	\$102	\$80	\$72	\$68	
5	500	PROJECT MANAGEMENT PROJECT MANAGEMENT PROJECT SCHEDULING								
	501	BID SUPPORT BID SUPPORT MEETINGS/SITE VISITS SHOP DRAWING SUBMITTAL REVIEW			4					\$448
	511	RFI RESPONSES								
	521	CONSTRUCTION COST ESTIMATE								
	522	EQUIPMENT PURCHASE ASSISTANCE PURCHASE/BID SPECIFICATION								
	540	RECORD DRAWINGS								
	550	COMMISSIONING SERVICES PANEL SHOP CHECKOUT/TESTING FIELD I/O CHECKOUT/TESTING START UP AND COMMISSIONING DEVICE CONFIGURATION								
	570	OPERATOR TRAINING								
	580	O&M MANUALS								
	590	FOLLOW-UP SERVICES								
Total Hours					4					

Remarks: Expenses account for courier fees, printing fees, and travel mileage for local meetings.

Subtotal	\$448	\$448
Expenses	\$22	\$22
TOTAL	\$470	\$470

THE ABOVE RATES & FEES QUOTED ARE VALID FOR A PERIOD OF 90 DAYS.

EHS - INTERNATIONAL, INC.

FILENAME: Spokane Powerhouse Airborne Particulate Follow-up Study

PROPOSAL: 16-121

CONTACT: Andy Langdon 206-622-3321

AUTHOR: Clinton Holzhauer

CLIENT: FSi

REVISED DATE:

ORIGINAL DATE: 04/27/16

Page 1 of 2

ASSIGNMENT: Follow-up Airborne Particulate Monitoring in Powerhouse #1

SUMMARY OF FEES AND COSTS

TOTAL PROPOSED FEE: (For cost breakdown please see attached spreadsheet.)

\$7,083

SCOPE OF WORK & ASSUMPTIONS

On a time and materials "not to exceed" basis, EHS-International, Inc. (EHSI), an environmental health and safety consulting firm, will conduct a follow-up airborne particulate study in the City of Spokane Powerhouse #1 located at 2701 N. Waterworks Street, Spokane, Washington. The study will be conducted during June or July of 2016 and will provide information regarding airborne particulate concentrations for use during the design of a replacement air handling system for the building. The follow-up study will be similar to the initial study conducted in March of 2016 (EHSI Report 10817-01, issued March 24, 2016).

EHSI will travel to Spokane to conduct monitoring of airborne particulates over a 2-day period. Three (3) direct read instruments (TSI DustTraks or equivalent) will be used to measure several size fractions of airborne particulates including particulate matter less than 10 microns (μm) in diameter (PM10) and particulate matter less than 2.5 μm in diameter (PM2.5).

The study will begin at approximately noon (Day 1) and will continue through the next day (Day 2) and will be completed at noon on Day 3. Monitoring will be conducted in three (3) locations (front, middle and back) on the main level, in 3 locations (front, middle and back) on the lower level, and in one outdoor location south of the Powerhouse. A TSI Q-Trak (or equivalent) will be used to measure temperature and relative humidity in each location monitored by the DustTraks.

During working hours the DustTraks monitoring indoor air will be moved to new locations after approximately two (2) hours of monitoring in each location. During non-work hours the instruments will be left to monitor in place to provide information regarding airborne particulates through the night.

This monitoring plan will provide information regarding airborne particulates as both time-weighted averages as well as showing variations in concentrations throughout the monitoring period.

A final report package will be prepared at the conclusion of monitoring activities and will include: a narrative report discussing the monitoring approach and methodology; measurement results; a discussion of the measurement results and a comparison to ambient outdoor PM10 and PM2.5 regulations and guidelines; a discussion of the measurement results as they relate to permissible exposure limits (PELs); and, a comparison of results from the initial study (March 2016) and the follow-up study (June/July 2016).

Scope:

1. Travel to Powerhouse #1 to set up three DustTraks (or equivalent) for monitoring PM10 and PM2.5. Monitoring will start at approximately noon on Day 1 and will be completed at noon on Day 3. Onsite monitoring will be continuous once it commences.
2. Monitor temperature and relative humidity in each location monitored by a DustTrak using a QTrak (or equivalent).
3. Download and evaluate collected data from monitoring instruments.
4. Prepare a final report package providing information about the sampling methodology, sample results, and a discussion of the results.

Please consider my signature below as your authorization to proceed with the work described above.

Andy Langdon 206-622-3321

Date

FSi

****** PROPOSAL IS VALID FOR 90 DAYS FROM DATE OF SUBMITTAL ******

EHS - INTERNATIONAL, INC.**FILENAME:** Spokane Powerhouse Airborne Particulate Follow-up Study**PROJECT:** 16-121**CONTACT:** Andy Langdon 206-622-3321**AUTHOR:** Clinton Holzhauer**CLIENT:** FSi**REVISED DATE:** ---**ORIGINAL DATE:** 4/27/16

Page 2 of 2

ASSIGNMENT: Follow-up Airborne Particulate Monitoring in Powerhouse #1

TASK	PRIN	CIH	PM	IH	CM
QA/QC	0.0	1.0	0.0	0.0	0.0
Project Management	1.0	0.0	3.0	0.0	1.0
Facility Assessment (Includes travel)	0.0	0.0	0.0	26.0	0.0
Report Preparation	0.0	0.0	5.0	4.0	0.0
Hour Totals:	1.0	1.0	8.0	30.0	1.0
Billing Rate:	\$145.00	\$135.00	\$125.00	\$95.00	\$82.00
Wage Subtotals:	\$145	\$135	\$1,000	\$2,850	\$82

LABOR COSTS:

TOTAL DIRECT LABOR

\$4,212

DIRECT COSTS:

Shipping for rental instruments

\$400

DIRECT COST SUBTOTAL:

\$400

EQUIPMENT RENTAL:

DustTrak w/PM10 & PM2.5 adapters

3 \$350.00 /project \$1,050

Q-Trak (T & RH)

3 \$250.00 /project \$750

EQUIPMENT RENTAL SUBTOTAL:

\$1,800

TRANSPORTATION & TRAVEL COSTS:

Per Diem (Current GSA rates)

2 \$160.00 /day \$320

Mileage @ \$0.54/Mile

650 miles \$351

TRANSPORTATION & TRAVEL COST SUBTOTAL:

\$671

TOTAL COSTS, this sheet:**\$7,083**

***** PROPOSAL IS VALID FOR 90 DAYS FROM DATE OF SUBMITTAL *****

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/08/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kibble & Prentice, a USI Co PR 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-8530 E-MAIL ADDRESS: PL.CertRequest@usi.biz														
INSURED Facility Support, Inc. dba: FSi consulting engineers 506 2nd Avenue, Suite 700 Seattle, WA 98104	<table border="1"> <thead> <tr> <th data-bbox="816 426 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 426 1572 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 451 1437 478">INSURER A : Hartford Casualty Insurance Com</td> <td data-bbox="1437 451 1572 478">29424</td> </tr> <tr> <td data-bbox="816 478 1437 506">INSURER B : Catlin Insurance Company, Inc.</td> <td data-bbox="1437 478 1572 506">19518</td> </tr> <tr> <td data-bbox="816 506 1437 533">INSURER C : Property & Casualty Ins Co of H</td> <td data-bbox="1437 506 1572 533">34690</td> </tr> <tr> <td data-bbox="816 533 1437 560">INSURER D :</td> <td data-bbox="1437 533 1572 560"></td> </tr> <tr> <td data-bbox="816 560 1437 588">INSURER E :</td> <td data-bbox="1437 560 1572 588"></td> </tr> <tr> <td data-bbox="816 588 1437 615">INSURER F :</td> <td data-bbox="1437 588 1572 615"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Casualty Insurance Com	29424	INSURER B : Catlin Insurance Company, Inc.	19518	INSURER C : Property & Casualty Ins Co of H	34690	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			52SBAPN6640	09/27/2015	09/27/2016	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$4,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$4,000,000	PRODUCTS - COMP/OP AGG	\$4,000,000		\$
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	\$																				
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			52UECVZ9378	06/05/2015	06/05/2016	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	52SBAPN6640	09/27/2015	09/27/2016	<table border="1"> <tr> <td><input type="checkbox"/> WC STATU-TORY LIMITS</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$1,000,000</td></tr> </table>	<input type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE - EA EMPLOYEE		\$1,000,000	E.L. DISEASE - POLICY LIMIT		\$1,000,000		
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E.L. DISEASE - POLICY LIMIT		\$1,000,000																			
B	Professional Liability			DPR9725241	08/06/2015	08/06/2016	\$2,000,000 per claim \$2,000,000 annl aggr.														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Options for HAVC Replacement at UPRIVER DAM HVAC Project, 914 East North Foothills Drive, Spokane WA 99207.

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to City of Spokane, its officers and employees, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane Water Department Attn: Jeanne L. Finger, P.E. 914 E North Foothills Dr. Spokane, WA 99207	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a.If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b.The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c.Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a.A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b.A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

BUSINESS LIABILITY COVERAGE FORM

QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY

BUSINESS LIABILITY COVERAGE FORM	Beginning on Page
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C. WHO IS AN INSURED	10
D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE	14
E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS	15
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2. Duties In The Event Of Occurrence, Offense, Claim Or Suit	15
3. Financial Responsibility Laws	16
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Additional Insureds	18
G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS	20



BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C.** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C.** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

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(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

BUSINESS LIABILITY COVERAGE FORM

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

BUSINESS LIABILITY COVERAGE FORM

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a)** Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D. – Liability and Medical Expenses Limits of Insurance.**
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

BUSINESS LIABILITY COVERAGE FORM

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.**
- 19. "Products-completed operations hazard";**
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20. "Property damage" means:**
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**
- 23. "Volunteer worker" means a person who:**
- a. Is not your "employee";

BUSINESS LIABILITY COVERAGE FORM

- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.



Agenda Sheet for City Council Meeting of:
08/08/2016

Date Rec'd	7/20/2016
Clerk's File #	OPR 2011-0537
Renews #	

Submitting Dept	ACCOUNTING	Cross Ref #	
Contact Name/Phone	KIM BUSTOS X6034	Project #	
Contact E-Mail	KBUSTOS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	5600-CONTRACT EXTENSION (US BANK)		

Agenda Wording

Five month contract amendment with US Bank to extend the banking services contract through December 31, 2016.

Summary (Background)

The City is in the process of issuing an RFP for banking services, and expects to evaluate responses and have a contract in place in Q4 2016. The current contract ends July 31, 2016. This extension is necessary to continue current operations with US Bank. US Bank has been the provider of the City's banking services since July 01, 2011. The original contract was for a 3-year term with 2 optional one-year extensions. This extension would continue the contract until December 31, 2016.

Fiscal Impact		Budget Account	
Expense	\$ \$80,000 (estimated net exp)	#	Various (GL 54914)
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	BUSTOS, KIM	Study Session	07/11/16 Finance
Division Director	BUSTOS, KIM	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	DALTON, PAT	gail.heinselman@usbank.com	
For the Mayor	WHITNEY, TYLER	rrobertson@spokanecity.org	
Additional Approvals		gcooley@spokanecity.org	
Purchasing		tdunivant@spokanecity.org	
		kbustos@spokanecity.org	

BRIEFING PAPER
Finance Committee
Banking Services Contract Extension
July 11, 2016

Subject

Banking Services Contract Extension.

Background

The City is in the process of issuing an RFP for banking services, and expects to evaluate responses and have a contract in place in Q4 2016. The current contract ends July 31, 2016. This extension is necessary to continue current operations with US Bank.

US Bank has been the provider of the City's banking services since July 01, 2011. The original contract was for a 3-year term with 2 optional one-year extensions. This extension would continue the contract until December 31, 2016.

Impact

Without an extension, the city will be operating without a banking contract. However, US Bank has assured us that they will continue to provide services until a successor bank, if applicable, is selected and the transition is fully completed.

Action

Approval of contract extension.

Funding

There are no additional, unanticipated impacts to the City.



City of Spokane
CONTRACT EXTENSION

Title: City Banking Services

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **U.S. BANK**, whose downtown Spokane location is 428 West Riverside Avenue, Spokane, Washington 99201 as ("**Bank**").

*WHEREAS, the parties entered into a Contract wherein the **Bank** agreed to provide for banking services to the City of Spokane; and*

WHEREAS, additional time is required for the City to commence with the processes of a new solicitation for banking services, and thus the Contract time needs to be formally extended by this written document.

-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated June 29, 2011 and July 1, 2011, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on August 1, 2016.

3. EXTENSION.

The contract documents are hereby extended and shall run through December 31, 2016.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Extension by having legally-binding representatives affix their signatures below.

U.S. BANK

By

Signature

Date

Gail Henselman

Type or Print Name

Vice President - Government Banking

Title

CITY OF SPOKANE

By

Signature

Date

Kim Bustos

Type or Print Name

Accounting Director

Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement



Agenda Sheet for City Council Meeting of: 08/08/2016

Date Rec'd	7/21/2016
Clerk's File #	OPR 2016-0621
Renews #	
Cross Ref #	
Project #	
Bid #	RFP 4216-16
Requisition #	MASTER

Submitting Dept	ASSET MANAGEMENT
Contact Name/Phone	DAVID STEELE 625-6064
Contact E-Mail	DSTEELE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5900 - CONSULTANT AGREEMENT - STARPLEX CORPORATION

Agenda Wording

Master Security Service Contract with Starplex Corporation to provide uniformed security services at various City of Spokane locations, on an as-requested basis, by various City Departments.

Summary (Background)

For decades, the City of Spokane has utilized private security services to provide security at a wide variety of locations. These locations range from City Hall to the Intermodal Facility, City operated landfills, occasional special events and parks patrols. Historically these have been completed as individual contracts, typically signed by individual departments, and completely uncoordinated. On May 12th, 2016 the City of Spokane through the Purchasing Department published an RFP intended to

Fiscal Impact		Budget Account	
Expense	\$ 1,250,000 (\$250k per year)	#	various
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	LUKAS, ED	Study Session	
Division Director	DUNIVANT, TIMOTHY	Other	Finance - 7/11/16
Finance	DAVIS, LEONARD	Distribution List	
Legal	WHALEY, HUNT	Engineering Admin	
For the Mayor	WHITNEY, TYLER	dsteele@spokanecity.org	
Additional Approvals		rlukas@spokanecity.or	
Purchasing	PRINCE, THEA	tdunivant@spokanecity.org	
		mhughes@spokanecity.org	
		kkeck@spokanecity.org	
		cwahl@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

consolidate these services under a master contract, providing one multiyear contract. These services would be accessed by each department utilizing a task assignment process and their own budget account number.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#
<u>Distribution List</u>		

BRIEFING PAPER
Asset Management Group
Monday, July 11, 2016

Subject:

Master Security Service Contract rfp results

Background:

For decades, the City of Spokane has utilized private security services to provide security at a wide variety of locations. These locations range from City Hall to the Intermodal Facility, City operated landfills, occasional special events and parks patrols. Historically these have been completed as individual contracts, typically signed by individual departments, and completely uncoordinated. On May 12th, 2016 the City of Spokane through the Purchasing Department published an RFP intended to consolidate these services under a master contract, providing one multiyear contract. These services would be accessed by each department utilizing a task assignment process and their own budget account number.

Impact:

This consolidation provides one point of contact for security services for the City of Spokane, eliminates a variety of contracts that need to be tracked and renewed on a wide range of schedules, simplifies the retaining of security services for short term security needs, and will provide a single uniform appearance and standard of service for all City security needs.

This master contract is intended to be for 3 years with (2) 1 year options for extension for a total of 5 years. It is anticipated that the total cost of the contract over the 5 year term will be set 'as a not to exceed' \$1,250,000. In the event that this limit is reached prior to the 5 year term expiring, council action would be required to add additional dollars to the contract.

Action:

Contract Approval

City of Spokane

CONSULTANT AGREEMENT

Title: **SECURITY SERVICES – RFP #4216-16**

This Agreement is made and entered into by and between the City of Spokane ("City"), a Washington municipal corporation, and **Starplex Corporation**, 12722 NE Airport Way, Portland, Oregon 97230 ("Consultant"). Sometimes hereafter individually referenced as a "party", and together as the "parties".

Recitals:

WHEREAS, the purpose of this Agreement is to provide uniformed security services at various City of Spokane locations, on an as-requested basis by various City Departments. All requests of the Firm shall be made in writing in a "task assignment format". These task assignments shall be specific to each department, facility, or City location as needed; and

WHEREAS, this Consultant was selected from a Request For Proposal (RFP # 4216-16) issued by the City seeking qualified Security Services for the City of Spokane; and

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begin July 1, 2016, and ends on June 30, 2019, unless amended by written agreement or terminated earlier under the provisions. Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for two (1) additional one-year contract periods with the total contract period not to exceed five (5) years.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") upon receipt of written notice to proceed from the City. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The Scope of Work for this Agreement and the time schedule for completion of such Work are described in Exhibit A, which is attached to and made a part of this Agreement.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. PAYMENT.

This Agreement provides for a lump-sum payment negotiated based on a "monthly progress billings" basis to complete the Scope of Work, and shall include only those costs allowed according to Exhibit B - PAYMENT METHOD, (LUMP SUM) attached hereto and made part of this Agreement. Total compensation under this Agreement shall be on a Monthly Progress Billing basis and shall not exceed **ONE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,250,000.00)** for the full five (5) years, in accord with

Consultant's RFP #4216-16 dated June 4, 2016 submitted to the City, unless modified by a written amendment to this Agreement.

5. GUARANTEED PAY TO SMALL SUBCONSULTANTS.

Consultant of any tier shall pay their Subconsultants no less than 30 days after receipt of payment from the City, as partial payment for work invoiced to-date. The Consultant may withhold only the portion of amounts due for work in dispute. The Consultant shall ensure the Subconsultant has sufficient support for proper invoice preparation and submittal.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (*excluding the "Incidental" portion of the published CONUS Federal M&I Rate*) for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate for 2016 is 54 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual labor cost incurred and may include a four percent (4.00%) markup. This mark-up is not applicable to reimbursable expenses. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:
<p>CITY OF SPOKANE ASSET MANAGEMENT ADMINISTRATIVE OFFICE 808 West Spokane Falls Boulevard Spokane WA 99201</p>
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):
<ul style="list-style-type: none"> • Invoice Date and Invoice Number • CITY OF SPOKANE • Department Contract No. OPR # _____ • Contract Title: SECURITY SERVICES • Period covered by the invoice • Project task # and title • Employee's name and classification • Employee's all-inclusive hourly rate and # of hours worked • Total labor costs per task • Itemization of direct, non-salary costs (per task, if so allocated) • The following Sub-Consultant payment information will be provided (attach Sub-Consultant invoices as backup): <ul style="list-style-type: none"> ○ Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant). ○ Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant). • Cumulative costs per task and for the total project

8. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, etc. It the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. As authorized by SMC, the Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
Ed Lukas, Director Asset Management City Hall 808 West Spokane Falls Boulevard Spokane WA 99201	Firm Contact: Randy Scott, Sr. VP Firm Name: Starplex Corporation Firm Address: 12722 NE Airport Way Portland, Oregon 97230

10. SOCIAL EQUITY REQUIREMENTS.

- A. Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall affirmatively try to ensure applicants are employed, and employees are treated during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or any sensory, mental or physical handicap. Such efforts include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training. The Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant.
- B. Consultant shall seek inclusion of woman and minority business for subcontracting whenever feasible. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

11. INDEMNIFICATION.

The Consultant shall indemnify and hold the City and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to reasonable attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage to the extent arising from the Consultant's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the City, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The City shall indemnify and hold the Consultant and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to reasonable attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage to the extent arising from the City's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a City to indemnify the Consultant against and hold harmless the Consultant from claims, demands or suits based solely upon the conduct of the Consultant, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the City's agents or employees and (b) the Consultant, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the Consultant of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the City, its agents or employees. The City specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The City recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

12. INSURANCE.

The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents (*RFQ # 4167-15*). The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of the State of Washington.

The policies shall be issued by reputable companies that meet with a rating of at least A- or better by A.M. Best. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available at any and all times deemed necessary by the Agency, including up to six years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations that the Agency selects. The Consultant shall supply or permit the Agency to copy such books and records. The Consultant shall ensure that inspection, audit and copying rights of the Agency is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and does not as a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within 90 days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual who begins work on this Project, without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. FEDERAL DEBARMENT.

The Consultant shall immediately notify the City of any suspension or debarment or other action that excludes the Consultant or any subconsultant from participation in Federal contracts. Consultant shall verify all subconsultants intended and/or used by the Consultant for performance of City Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.sam.gov>. Consultant shall keep proof of such verification within the Consultant records.

18. CITY ETHICS CODE (SMC 1.04).

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall provide written notice to the City of any Consultant worker who shall or is expected to perform over 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those performed for the Consultant and other hours that the worker performed for the City under any other contract. Such workers are subject to the City Ethics Code, SMC 1.04. The Consultant shall advise their Consultant Workers.
- D. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

19. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

20. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant shall perform their duty to the standard of care normally practiced by professionals in similar location at a similar time. Consultant is responsible for professional quality, technical accuracy, and the coordination of all

designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

21. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project.

22. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Spokane are **public records**. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records are legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

The City will try to redact anything that seems obvious in the City opinion for redaction. For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace your own obligations to identify any materials you wish to have redacted or protected, and that you think are so under the Public Records Act (PRA).

Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary): You must determine and declare any materials you want exempted (redacted), and that you also believe are eligible for redaction. This includes but is not limited to your bid submissions, contract materials and work products.

Contract Work Products: If you wish to assert exemptions for your contract work products you must notify the City Project Manager at the time such records are generated.

Please note the City cannot accept a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

City's Response to a Public Records Act Requests: The City will provide you "third party notice", giving ten (10) business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

23. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the contract. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

24. TERMINATION.

- A. For Cause: The City may terminate the Agreement if the Consultant is in material breach of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in ten (10) business days.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control.
- C. For City's Convenience: The City or Consultant may terminate this Agreement without cause and including for convenience, upon written notice to the other party.
- D. Notice: Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than five (5) business days prior to the effective date of termination.
- E. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to termination, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- F. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

25. DEBARMENT.

The Director of Finance and Administrative Services or designee may debar and prevent a Consultant from contracting or subconsultant with the City for up to five (5) years after determining the Consultant:

- A. Received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City contracts;
- B. Failed to comply with City ordinances or contract terms, including but not limited to, ordinance or contract terms related to woman and minority business utilization, discrimination, equal benefits, or other state, local or federal non-discrimination laws;
- C. Abandoned, surrendered, or failed to complete or to perform work on or for a City contract;
- D. Failed to comply with contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards;

- E. Submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract;
- F. Colluded with another firm to restrain competition;
- G. Committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract for the City or any other government entity;
- H. Failed to cooperate in a City debarment investigation.

26. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

27. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all applicable laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or

condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- J. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. The solicitation (Request for Proposal or Solicitation for Qualifications), Addenda, and the Consultants Proposal, are each explicitly included as Attachments material to the Agreement. Where there are conflicts between these documents, the controlling document will first be this Agreement as amended, the Consultant's Proposal, then the City Solicitation documents. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- K. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- L. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

CONSULTANT

By _____
Signature Date

Type or Print Name

Title

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Attachments: Exhibit A – Consultant's Scope of Work per Response to City's RFP #4216-16

16-2073

Exhibit B
PAYMENT METHOD
(LUMP SUM)

The Consultant shall be paid by the City using this payment method for completed work and services rendered under this Agreement as provided hereinafter. The payment shall be lump sum compensation for all work performed or services rendered to complete the work specified in Section 3, "Scope of Work" and when this payment method is specifically called for within Task Specific Detailed Scope and Fee Descriptions in Exhibits A.

- A. **LUMP SUM AGREEMENT.** Payment for all services for each Project shall be on the basis of a lump sum amount as detailed in Task Specific Detailed Scope and Fee Descriptions.
1. The Consultant may retain subconsultants on either a Negotiated Hourly Rate of Pay or Lump Sum basis.
 2. **Direct Nonsalary Cost.** Direct nonsalary costs will be included in Lump Sum amounts. These costs may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and subconsultant costs.
 - a. Consultant costs may include a Subconsultant markup of four percent (4.00%).
 - b. Direct nonsalary costs will include charges directly identifiable with and necessary for the Project.
 - c. The Consultant shall maintain the original supporting documents in its office.
 3. **Maximum Total Amount Payable.** The Maximum Total Amount Payable does not include payments for extra work as stipulated in 24, Expansion for New Work.
- B. **MONTHLY PROGRESS PAYMENTS.** Partial payments may be made upon request by the Consultant to cover the percentage of work completed and are not to be more frequent than one (1) per month.
- C. **FINAL PAYMENT.** Final payment of any balance due the Consultant of the gross amount earned will be made promptly upon its verification by the City after the completion of the work under this Agreement, contingent upon receipt of all Deliverables which are required to be furnished under this Agreement. Acceptance of the final payment by the Consultant shall constitute a release of all claims for payment which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. The final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and that at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that the final audit reveals an overpayment to the Consultant, the Consultant agrees to refund the overpayment to the City within ninety (90) days of notice of any payment. The refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding of the City of overpayment.

Exhibit A

SCOPE OF SERVICES

SUMMARY

Firm shall provide uniformed security services at various City of Spokane locations, on an as-requested basis by various City Departments. All requests of the Firm shall be made in writing in a "task assignment format". These task assignments shall be specific to each department, facility, or City location as needed.

Each site may have varied hours of service and varying requirements and responsibilities for the Firm.

GENERAL SCOPE OF SERVICES

Services will vary per location but may include:

- Providing trained and uniformed officers with a professional appearance, marked vehicles as approved per task assignment, all necessary officer equipment, and all necessary communication equipment.
- Weekly written reports for a variety of departments or locations to include but not limited to landfills, parks, City buildings, public locations, construction sites, and transportation facilities.
- Vehicle and walking patrols of perimeter fencing, interior roads, park sites, public facilities, non-public City owned facilities (such as closed landfills), construction sites, and public buildings such as City Hall.
- For each location the Firm shall note (varies by site and assignment) any fence breaks, open gates, unsecured doors, damage or vandalism to City buildings, vehicles, or equipment.
- Locate and detain any unauthorized entrants or perpetrators for police when needed.
- As necessary for facilities, sites, or buildings with open public hours of business (varies by site and assignment), the Firm shall be required to patrol all areas of the facility for unauthorized persons and unsecured doors.
- Respond to employee concerns of threatened or actual violence.
- Diffuse confrontations using appropriate techniques, escort belligerent people from the facility, site, or building.
- Notify law enforcement when appropriate, and assist in the emergency evacuation of employees and the public during emergencies or practice drills.
- Any incident shall be documented in writing and provided to the responsible staff (varies) no later than the beginning of the next scheduled security shift.
- Any fires shall be immediately reported to the proper fire authority and department.

4.5 COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Firm of least cost, but rather to the Firm whose Proposal best meets the requirements of this RFP.

1. IDENTIFICATION OF COSTS

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Firms are required to collect and pay Washington state sales tax, if applicable.

Costs for subcontractors are to be broken out separately.

We acknowledge this, agree to adhere to these requirements, and confirm our understanding. All costs have been identified and are included in the rates identified in item #2 below "Computation". We do not anticipate using subcontractors.

2. COMPUTATION

Submit Price Proposal based on the pricing table below. The score for the cost Proposal will be determined by reasonableness of cost.

Price Proposal

Item:	Units	Cost Per
Patrol vehicle with light bar	Hourly Per Vehicle	\$25.00
Mileage	Per Mile	\$00.00
Fuel	Per Gallon	\$00.00
Security Officer	Per Hour	\$16.10
Uniformed	Per Hour	\$16.10
Patrol	Per Hour	\$16.75
Holiday Rate (Officer/Uniformed)	Per Hour	\$24.15
Holiday Rate (Patrol)	Per Hour	\$25.13
Overtime Rate (Officer/Uniformed)	Per Hour	\$24.15
Overtime Rate (Patrol)	Per Hour	\$25.13
After Hour Rate	Per Hour	\$25.00*

*** Requires a 2 hour minimum billing per officer.**

Identify Hours considered "Regular Business Hours" and "After Hours"

Normal business hours are considered to be from 7am – 6pm Monday through Friday, excluding holidays. "After Hours" are times outside of the normal business hours.

Any other cost or fees associated with completing this work.

None.



Crowd Management Services

A Division of Starplex Corporation



Request for Proposal

No. 4216-16

CONTRACT PROPOSAL – RFP #4216-16

SECURITY SERVICES

Due 6/6/2016 at 1:00pm

Attn: Dave Steele
City of Spokane - Purchasing
4th Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201



12722 NE Airport Way
Portland, OR 97230
(503) 222-5957
cmsprotectsfun.com

June 4, 2016

Dave Steele
City of Spokane – Purchasing
4th Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Subject: *RFP 4216-16 – Security Services*

CMS protects the fun; we have done so in the Pacific Northwest since 1979. Our services emphasize prevention and security for facilities and events of all different shapes and sizes. We currently serve clients in Oregon, Washington, Montana, Alaska, Idaho, Wyoming, and North Dakota. With that being said, we would love nothing more than to become part of the City of Spokane's team for years to come.

Following this cover letter, you will find a Table of Contents to use as a directional tool when navigating our proposal. After the Table of Contents, we have provided our response to your Request for Proposal. Next, you will find our supporting documents, including our proposal support information, and an appendix containing our Employee Guide, Training Orientation, Accident Prevention Program, as well as our Inclement Weather Procedure. We have no doubts that upon evaluation, the City of Spokane will see why we believe that we are the best at what we do, and why we have been the Northwest's premier service provider for three decades and counting.

Recently our organization went through a rebranding initiative. We combined our professional knowledge with our clients and turned it into measurable improvements. This has directly benefitted our operations. To streamline our operations, we invested resources into numerous infrastructure upgrades. These upgrades include a new, completely responsive website and a custom web based employee management tool (Starlink). These advancements have exceeded our expectations in support of managing our thousands of permanent and seasonal employees. To improve our guest services offerings, we've created new training mechanisms, including a CMS Online University – complete with customizable modules to address the unique security and guest services needs of the City of Spokane and its facilities.

The following are included per Section 4.2 of RFP 4219-16:

cms *protect the fun*

TEL 503.222.5957 | FAX 503.222.9553 | 12722 NE AIRPORT WAY PORTLAND, OREGON 97230

WWW.CMSPROTECTSFUN.COM

1. Starplex Corporation
Corporate Offices
12722 NE Airport Way
Portland, OR 97230
503-222-5957 (telephone)
503-222-9553 (fax)

Randy Scott, Sr. Vice President
David Christiansen, VP Operations

rscott@cmsprotectsfun.com
dchristi@cmsprotectsfun.com

2. Legal Status: Starplex Corporation is a "C Corporation".
3. The services provided under this proposal will be performed through our local Spokane office, located at the following address:

Starplex Corporation
907 W. Sharp
Suite #2
Spokane, WA 99201
509-328-8778 (telephone)
509-325-5552 (fax)

1. We acknowledge this, agree to adhere to these requirements, and confirm our understanding. We have no current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
2. We hereby acknowledge that we will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

Should you or any members of your selection committee have any questions relating to our proposal, our service programs, our training process, or a general inquiry regarding our organization, please do not hesitate to contact me directly. In the meantime, we anxiously look forward to the opportunity to serve your needs for years to come.

Respectfully Submitted,



Randy Scott
Sr. Vice President
Starplex | Crowd Management Services (CMS)

DAVID A. CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400
FAX (509) 625-6413

May 27, 2016

ADDENDUM NO. 1

REQUEST FOR PROPOSALS #4216-16 Security Services

This Addendum 1 to Request for Proposals #4216-16 for Security Services is being issued to provide a new Computation Table, include the sign-in sheet from the Pre-Proposal Conference, and to provide answers to questions received. Questions are identified with "Q". Answers are identified with "A" and red text.

1. Note Attachment A titled "Pre-Proposal Conference Sign-in Sheet. This attachment provides a list of the attendees.
2. Changes have been made to the computation table. Additions have been identified in bold. Replace Section 2 "Computation" of Paragraph 4.5 "Cost Proposal" with the following:

2. COMPUTATION

Submit Price Proposal based on the pricing table below. The score for the cost Proposal will be determined by reasonableness of cost.

Price Proposal

<u>Item:</u>	<u>Units</u>	<u>Cost Per</u>
Patrol vehicle with light bar	Hourly Per Vehicle	\$
Mileage	Per Mile	\$
Fuel	Per Gallon	\$
Security Officer	Per Hour	\$
Uniformed	Per Hour	\$
Patrol	Per Hour	\$
Holiday Rate	Per Hour	\$
Overtime Rate or After Hour Rate	Per Hour	\$
Identify hours considered "Regular Business Hours" and "After Hours"		
Any other cost or fees associated with completing this work.		

3. **Q:** Estimated % of Uniformed Hours vs. Patrol Hours?

A: It is estimated that this will be split roughly 50/50

4. **Q.** Estimated total hours?

A: This is very difficult to estimate. The intent is to set this master contract as and ala-carte menu of services allowing for scalability when needs climb or decrease. It is more accurate to state that there is an estimated minimum of providing service 5 days a week during business hours at city hall and the intermodal facility as these are the most stable and consistent tasks.

5. Q: Estimated total miles?

A: No estimate is available

6. Q: Armed or not?

A: Not armed at this time.

7. Q: Is the rate for vehicles hourly?

A: Yes.

8. Q: Mileage to include fuel?

A: Please propose mileage charges separate from fuel charges.

9. Q: Should the staff hourly rate show a breakdown of employee hourly rates and overhead or just the overall cost per hour of employee time?

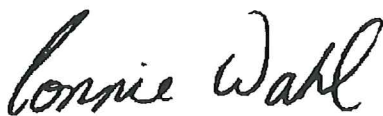
A: Not necessary.

10. Q: Predominate hours of patrol

A: It is anticipated that the majority of patrol hours will be after hours and on weekends. Provide costs associated with both regular business hours and after hour's patrols.

11. Q: Can the city provide an exact list of the locations and addresses that will be included?

A: No, this is the point of the ala-carte menu. The City requires the flexibility to add and remove locations as needed.



Connie Wahl, C.P.M., CPPB
Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

STARPLEX CORPORATION
Company

Authorized Signature

[illegible]

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About, History, Service Philosophy, Community Involvement, Association Memberships

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Administrative, Management, and Supervisory Structure, Bios

4. | Work for Fun Pg 41-47

Recruitment, Screening and Selection, Criminal History Background Check, Retention of CMS Ambassadors, Rewards & Recognition, Ambassador Communication, Drug-Free Workplace Policy

5. | Training Pg 48-57

10-Step Guest Service Protocol, Stages of Training, CMS Online University, CMS Training Manuals, Video Training Library

6. | Alcohol Awareness Plan Pg 58-61

Techniques for Effective Alcohol Management (TEAM), Facility Alcohol Management, Incident Tracking System

7. | Client Relations Program and Quality Assurance Process Pg 62-64

Measuring, Reporting, Responding

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10. | Additional Exhibits Pg 79-81

Insurance Coverage, Scheduling, Time Tracking and Accounting Procedures

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CMS References

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Employment Guide, Training Orientation, Accident Prevention Program



1. | Response to Required Submittals

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written;
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.);
3. Location of the facility from which the Firm would operate;
4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months; and
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

We acknowledge this, agree to adhere to these requirements, and confirm our understanding. Please see our Letter of Submittal / Cover Letter immediately preceding the Table of Contents in this proposal. These responses are also contained here to ease of review:

1. Starplex Corporation

Corporate Offices

12722 NE Airport Way

Portland, OR 97230

503-222-5957 (telephone)

503-222-9553 (fax)

Randy Scott, Sr. Vice President

David Christiansen, VP Operations

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**Starplex Corporation
907 W. Sharp
Suite #2
Spokane, WA 99201
509-328-8778 (telephone)
509-325-5552 (fax)**

- 4. We acknowledge this, agree to adhere to these requirements, and confirm our understanding. We have no current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.**
- 5. We hereby acknowledge that we will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.**

4.3 TECHNICAL PROPOSAL

The Technical Proposal shall contain a comprehensive description of services with specific attention to Section 2 "SCOPE OF SERVICES" and including the following elements:

- 1. PROJECT APPROACH / METHODOLOGY – Include a complete description of the Firm's proposed approach and methodology for the project. This section should convey Firm's understanding of the proposed project.**

We acknowledge this and confirm our understanding. Our plan for this contract would be to put a Project Manager into place that would be responsible for scheduling of staff, vehicles, and supplies to the contracted sites in accordance with the client specified requirements. We would then utilize text messaging for arrivals and departures of staff from each venue to ensure the assigned shifts are met with the appropriate staff.

The project manager will be responsible for meetings with respective facility officials under the contract, receive and monitor all log sheets, sign in sheets, incident reports, equipment requisitions, uniform issue, etc. In conjunction with company training staff, the Project Manager will provide training to all staff associated with the contract to ensure there is a level training ground for the specific facilities for all staff.

- 2. WORK PLAN – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical Proposal shall contain sufficient detail to convey to members of the evaluation team, the Firm's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of**

City staff. Describe the capability and capacity of the Firm. Include information about the Firm regarding current staffing, equipment, and resources. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.

We acknowledge this and confirm our understanding. As stated above, our plan for this contract would be to put a Project Manager into place that would be responsible for scheduling of staff, vehicles, and supplies to the contracted sites in accordance with the client specified requirements. We would then utilize text messaging for arrivals and departures of staff from each venue to ensure the assigned shifts are met with the appropriate staff.

The project manager will be responsible for meetings with respective facility officials under the contract, receive and monitor all log sheets, sign in sheets, incident reports, equipment requisitions, uniform issue, etc. In conjunction with company training staff, the Project Manager will provide training to all staff associated with the contract to ensure there is a level training ground for the specific facilities for all staff.

CMS will provide whatever style and color of uniform appearance desired by the City of Spokane. What we propose here is our new uniform appearance and color that serves as our trademark throughout the greater Northwest. Should you desire to have another style, form, or color of uniform, we will gladly accommodate.

We are very particular about the uniform appearance in each and every division and department of our corporation. A uniform presents the image of both our staff and the facility itself. An inexpensive or poorly designed uniform will present a substandard or unprofessional appearance. Likewise, a well-designed and classy uniform will present a highly professional appearance thereby enhancing the image of the facility.

Peer Group Crowd Management - Our proposed uniform consists of our new royal blue and white polo style pullover shirt with black pants, black belt, and black or white shoes. The jacket is royal blue and black. Examples can be found in Chapter 9 "Equipment & Uniforms".

Ushering | Ticket Taking | Guest Services - Our proposed uniform consists of a forest green vest over a white button up shirt with a tie worn with black pants, black belt, and black or white shoes. The jacket shown below is forest green and black. Examples can be found in Chapter 9 "Equipment & Uniforms".

Traffic and Parking Teams - Due to the changing weather conditions we supply a variety of uniforms for our parking staff. In warm and dry conditions, our staff will be assigned a three button down collar shirt, orange with white lettering or lime green with black lettering in color and clearly marked as "Parking" on the back. In cooler weather conditions, we will supply a yellow rain jacket clearly marked as "Parking" on the back. We also will supply a complete set of raingear, including pants and hooded jackets for inclement weather. Examples can be found in Chapter 9 "Equipment & Uniforms".

Beverage Enforcement / Alcohol Monitor - Our beverage enforcement and alcohol monitor team's uniform consist of a royal blue polo style pull over shirt with white lettering. They wear black pants, black belt, and black shoes. Navy blue hats are assigned at specific venues or events. The jacket consists of a navy blue sports style jacket with bold gold lettering. Examples can be found in Chapter 9 "Equipment & Uniforms".

Uniformed / Progard Security - Our Uniformed / Progard team uniform consists of our "police style" uniform with steel grey or blue shirt, black pants and contrasting trim. Each uniform has a tuffy topper type heavy jacket or a lighter weight utility jacket. Examples can be found in Chapter 9 "Equipment & Uniforms".

CMS maintains a large inventory of equipment at each of our five area offices. While each office maintains specific equipment in association to their contract needs, not all offices retain the same equipment. Therefore, in time of specific need, any office can borrow necessary equipment on a short-term basis. The following represents additional company owned equipment available to this contract.

Equipment

453	Motorola Radio Communicators	2	20 x 20 Canopies
28	Motorola Radio Headsets	5	10 x 10 Canopies
30	Motorola Radio Speaker/Mics	1	20 x 60 Canopy
3	Motorola 16 Channel Base Radios	36	Hand Held Metal Detectors
2	Motorola Repeater Base Stations	120	"A" Style Barricades
26	Motorola Cellular Telephones	600	18" Traffic Cones
14	18-Watt Power Megaphones	200	28" Candle Cones
5	Digital Cameras	200	42" Candle Cones
160	Flashlights	250	Stanchions
5	Motorcycles	148	Traffic Directional Signs
6	Mountain Bikes	200	Wand Lights (Orange)
2	Club Cars	7	Generators
2	14" Set Up Trucks		

Uniforms

1,400	Security Shirts – Royal Blue	500	Sweater Vests (Green)
160	Beverage Monitor Team Shirts (Navy)	60	Admission Aprons (Royal Blue)
140	Beverage Monitor Jackets	360	Parking Shirts (Orange/Lime Green)
1,200	Security Jackets (Royal Blue)	144	Parking Vests (Orange)
144	Security Supervisor Shirts	224	Parking Jackets (Orange/Lime Green)
96	Security Supervisor Jackets	72	Parking Aprons (Orange)
500	Ties	124	Parking Raingear (Lime Green)

Radio System

Radio communications plays a valuable role in the process of managing crowds. Whether the event centers around a small musical audience, or an outdoor activity drawing thousands of guests, an advanced communication system will provide an important link between event promoters, local police, medical teams, and back-up response.

While a professional radio system can make the difference between life and death in medical situations, it can also reduce the risks, protect liabilities, and even reduce manpower costs. It all depends on the type of system utilized.

For years CMS has maintained a large inventory of Motorola radio communicators capable of sixteen - channel operations on privately assigned frequencies. We also utilized a portable repeater base station capable of ten mile communication as a Dispatch Center. It was a system well advanced of all agencies claiming the ability to manage crowds.

Today our system is far advanced of all systems. Currently we maintain an inventory of 453 Motorola radios all of which are capable of operating up to seven licensed channels. Aside from two portable repeaters we also maintain a 100-watt repeater capable of communicating over a 30-mile radius.

For examples of our uniforms and for more detailed information of our proposed uniform appearance and equipment, please see Chapter 9 of our proposal titled "Equipment and Uniforms".

4.4 MANAGEMENT PROPOSAL

A. PROJECT MANAGEMENT

1. PROJECT TEAM STRUCTURE / INTERNAL CONTROLS - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of the Firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the Firm. This chart must also show lines of authority to the next senior level of management. Include who within the Firm will have prime responsibility and final authority for the proposed work.

There will be a Contract Manager that will work directly with the CMS Project Manager. Regularly scheduled meetings will be established with contracted building representatives to assure that the City is receiving the services that they have requested. The Project Manager will oversee day to day activities and be available at the contracted sites as necessary, and will facilitate trainings and communications to the Progard staff who will be working at these venues. Please see Chart of Organization immediately following these Responses To Required Submittals.

2. STAFF QUALIFICATIONS / EXPERIENCE – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' (not to exceed two (2) pages per person) for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

Chris Pasquale 19 Years with CMS. Has supervised the City Hall project for last five years and previously in the late 1990's.

Matt Manning 21 years with CMS. Is a company Senior Event Supervisor who also assists at Spokane City Hall. Manages Football Stadiums, assists management with large venues such as Gorge Amphitheater and provides in-office assistance with recruiting payroll and scheduling.

Derek Morrow Has served as a CMS Senior Supervisor for 7 years. Has worked at Spokane City Hall and also is the Project Manager of the Spokane Public Library contract.

Jose Mejias Has worked for CMS for 5 years and has worked at Spokane City Hall for the last 3 years.

Frank Sawyer Jr. Has worked for CMS in our Uniform Division for 17 years. He currently oversees all traffic control and security for Gonzaga University and works at the Spokane Public Library and City Hall.

Alex Fraser Alex has been with CMS for two years and currently works in the uniform division at Spokane Public Library.

Robert Delp Robert has worked in our uniform division since 2002 and supervises our lot security division at several locations. He is also currently assigned to the Spokane Public Library contract.

Cathy Nielsen Cathy has worked in our uniform division since 1995. She has held the Captain position in this division and assisted with scheduling of staff.

Haywood Joyner Haywood has been with CMS for approximately a year working at City Hall.

Dale Empert Dale has been with CMS working at City Hall since November 2015.

B. EXPERIENCE OF THE FIRM

1. The Firm must have five (5) years of experience in providing security services. Confirm and include documentation that the Firm meets the minimum years of experience required. Documentation could include unified business identifier number (UBI), business license, contracts showing services performed, or business reference with contact information for verification.

We acknowledge this, agree to adhere to these requirements, and confirm our understanding. Starplex Corporation / Crowd Management Services has in excess of five (5) years of experience providing security services. The company has been in business since 1979 and has been incorporated in the State of Washington since 1986. Our State of Washington UBI number is: 601-120-394. Immediately following this section of our proposal titled "Response To Required Submittals" you will find documents in support of this response, including State of Washington Certificate of Authority, State of Washington Business License(s), and City of Spokane Business License(s).

2. Indicate the experience the Firm and any subcontractors have in the following areas:

- Providing professional security services for sites of similar size and scale
- Providing effective customer service
- Successfully diffusing conflicts
- Capability of taking initiative to problem solve
- Ability to restrain combative individuals

We acknowledge this and confirm our understanding. Starplex/Crowd Management Services is the longest tenured guest services/crowd management company in the Northwest and has been serving the industry since 1979. At the time, the goal was to assist clients in managing northwest crowds. Over the last 37 years we have become experts at managing the northwest crowds and providing security services to premier facilities, organizations, government, and venues throughout the northwest. With offices in Oregon, Washington, Montana, Alaska we have built a company with over 2,800 staff providing services in those areas as well as Idaho, and Wyoming.

From fairs and festivals, to arenas, opera houses, city buildings and facilities, convention centers, amphitheaters, and football stadiums we have built a reputation as the Northwest's Premier provider of crowd management, security, and guest services representatives. Because of this large contingent of staff who are regionally located, we are able to handle the largest events in the Northwest, some with over 600 staff per event. When high scale events come to these areas we provide trained, experienced staff and are able supplement from other regions when there is a high demand for event staff.

Our officers and ambassadors are direct representatives of every event and every facility we serve. The image of our staff directly reflects on the image of your venue. Because of this, all ambassadors complete a thorough training process, including both classroom and on-site components, before they can serve our clients. Below is an outline and description of our basic training modules for our Uniformed Division titled "Uniform Division Handbook" as well as training all staff in the security division and crowd divisions titled "Training Orientation".

Training is tailored to the specific job position and the specialized needs of the client's venue or event. The training is presented and instructed by various internal staff members who have completed train the trainer courses, HR Specialists, operations managers, and senior supervisory staff, as well venue supplied trainers for specific venue / facility policies and procedures.

Additionally, for continuing education, CMS has created an Online University for up to date training, as well as venue specific modules. This is a requirement by our staff each year, and the most effective way at communicating new policies and procedures catered towards our client's needs. This continuing education and training tool is second to none in our industry.

In addition to providing training programs for CMS ambassadors, we can also present any of the following education programs to your staff should you desire

that they acquire such training. CMS will also work with client's existing event and venue training procedures, contributing refinements and improvements based on our industry knowledge wherever it would be most beneficial.

"Uniform Division Handbook"

Table of Contents

Chapter 1 General Responsibilities

- Licenses
- Chain of Command/Lines of Communications
- First Aid
- Crimes
- Detention Guidelines
- Night Shift, Exhibit Area
- Telephone Check-In
- Conduct
- Disciplinary Actions
- Dress and Appearance
- Areas of Responsibilities not Covered Previously
- Breaks
- Relief Shifts
- Facility Keys
- In System Communications

Chapter 2 Spokane Center

Chapter 3 Spokane Veterans Memorial Arena

Chapter 4 Spokane City Hall

Chapter 5 Traffic Control

Chapter 6 Positions/Job Descriptions

- A. Captain
- B. Facility Leader/Contract Manager/Lieutenant
- C. Executive Officer
- D. Evaluation Officer
- E. Training Officer
- F. Senior Sergeant
- G. Supervisor
- H. Officer

TRAINING ORIENTATION

History

- Originally Crowd Management Services in 1979 in Portland Oregon
- Started an Office in Spokane Washington in June, 1980
- Opened offices in Yakima, Tacoma, Seattle, Billings, and Eugene starting in 1990
- Over 3,000 part-time event and guest service staff
- Divisions of Starplex/Crowd Management include: guest services, event staff, Progard Uniform Division and parking and traffic

Crowd Management and Guest Services vs. Security Guards

- Strictly work in crowd environments with many oversights ie. close supervision, police observations, crowd watching
- Must enforce rules necessary to assure crowd safety
- Physical enforcement incidental to job responsibilities- last resort
- Not subject to state licensing as primary job is not to enforce, but manage
- Supervisory staff and uniformed security subject to licensing
- Do not identify as security or wear security uniforms

Recruitment

- Target Market is the service industry
- Retirees, School Teachers and aides, college students are other fields targeted
- Most occurs word of mouth
- Usually hire prior to the busy summer months
- Orientations last minimum 4 hours. Further training occurs for Guest Services and Alcohol Awareness Training. Total (ten hours)
- Market this as a fun job but stress the importance of our performance to the success of the event.

Expectations

- Expect our personnel to work as many events as possible.
- Do not force them to work any events they do not want
- Must use self-restraint when dealing with guests or situations
- Represent the company and the client in the highest regards.

Selection and Background Check

- Once selected personnel are required to attend training orientation
- There will be a background check performed by selected supervisory staff
- Training also in alcohol awareness and emergency procedures
- Facility Training is also included at some locations
- Put on 6 month probation period while being evaluated by supervisors

Crowd Philosophy and Crowd Management Techniques

- Service Theme – “We provide exceptional Guest Services, to people of all ages, to assure a safe and enjoyable experience at each event.”
- Staff is responsible to make every effort to assure that each guest leaves the event with the satisfaction of experiencing an enjoyable time in a safe surrounding.
- Staff represents each facility and client. Most guests think of our staff as if they are the client or facility.
- Successful crowd management and guest service programs are based on several factors. Those include: combining the right personalities with basic procedures for the purpose of successful guest interaction.
- Image is everything – Our staff not only represents our firm but also the facilities and clients. This image reflects on our organization, our profession, and on the facilities we serve

CMS Ten Step Guest Service Protocol

1. Prepare To Meet Your Guests
2. Smile
3. Make Eye To Eye Contact
4. Provide A Verbal Welcome
5. Remain Visible And Present An Approachable Demeanor
6. Assertively Seek Out Guest Interaction
7. Find a Solution
8. Display A Professional Image At All Times
9. Display Pride In Your Job
10. Show Appreciation To Exiting Guests

Enforcement of Rules and Regulations

- Client Rules may differ at different facilities – know them
- Utilize the Starplex 3-Step Approach – Step One- Assume the guest does not know what the rule is. Inform them of the rule. Step two- if the guest does not comply come back more assert and re-explain the rule and tell them what will happen if they do not comply – Step 3 Call supervisor to come in and the guest will be subject to eviction from the facility
- Evict without the use of physical force when possible
- React to all disturbances quickly to avoid crowds becoming involved

Handling a disturbance

- Examples of what constitutes a disturbance
- Any disturbance will cause attention for the crowd
- Take a guest out of the public eye to deal with them if not resolvable quickly
- Bring in necessary backup to handle without disturbing the crowd
- Create a dead zone area whenever there is a situation in the crowd such as an injury, fight or crowd disturbance.

- Never leave a passed out person unattended. Even if you know they are intoxicated do not let them sleep it off. Take them to first aid.

Clearing Aisle ways

- You can lose control of an aisle way if you do not act when guests begin to loiter
- Most are looking for friends or locations of their seats. Interact with them to assist them moving
- On average 80% of the guests move right away. 19% wait for another response while 1% is there to see “whom they can mess with today”.
- Utilize the 3-step approach when enforcing this rule

Evictions

- When an eviction is going to occur make sure it is done swiftly
- Take them out of the crowd’s view. Remember it is often difficult to negotiate with someone if they are intoxicated.
- Have enough staff on hand to perform the eviction without the use of physical force when necessary.
- If someone is combatant staff must be in at least a pair when dealing with an eviction. If physical restraint needs to be used security staff and supervisory staff can use an arm hold and/or an arm bar technique. **Demonstrate**
- Have a backup watch for other guests trying to intervene and also to serve as a witness.
- Use only enough restraint necessary to overcome resistance

Report Writing

- Very crucial in protecting the facility, client, company and staff members
- It will serve as an official statement of facts and can be utilized later to familiarize yourself with the incident should it go to trial
- Important to include exact circumstance and utilize good written skills explaining what occurred.
- Remember to include general characteristics and changeable items such as clothing.
- Get a supervisor involved if you are uncomfortable filling out a proper report
- Your supervisor must approve the report prior to it being officially completed.
- Copies are made for the client, facility and law enforcement if they become involved
- Provide examples of Good Report vs. Improper report

Arrest Procedures

- Guests detained for possible arrest – Client and/or guest can file charges
- Starplex Corporation supervisors and uniform Progard agents will contact police either on site or over phone to determine the action to take
- You can detain for citizen arrest if you witness a crime take place or at request of third party. You must turn over to first available law enforcement person
- Find any witnesses to a crime or incident and take witness statements
- Complete all written reports on the crime or incident to give arriving officers

- Not our primary job – Arrests are rare and as a last resort

Police Relations

- Very strong relationship in each City/State
- Provide volunteers for Academy training for the Police
- Select staff receive additional training from police
- Work together on traffic plans and security plans in an event setting

Public Safety Inspection

- Since 2001 this has become very important in the facility entry procedures
- Different forms include: visual, strong visual, pat-down and metal detector inspections (explain each) some will depend on your local laws on what you are allowed to perform
- Each facility has different entry rules and what each facility allows to be carried into their facility
- All facilities have the right to deny entry to a guest if they are intoxicated, carry in illegal contraband or are combative
- Demonstrations of each type of inspection

Some guests may say it is illegal to search them. Starplex Corporation is a private guest service/event staff firm providing a public safety inspection and enforcing the rules of the facility. No arrests will be made for contraband- only refuse entry

GUEST SERVICES

Mission Statement

Quality service is never an accident. It is always the result of training, dedication, sincere effort, and skillful execution.

Image

- Image is everything
- Only get one chance to make a first impression
- Represent the client, facility, and promoter as well as Starplex Corporation
- Make sure you look in the mirror and represent yourself in the best light
- Dress appropriately - Make sure you clothes are not wrinkled, soiled or inappropriate
- Follow the dress attire guidelines setup in the training orientation
- BE APPROACHABLE

Dress Attire

- Indoor – Black Slacks, long sleeve white cotton dress shirt, black dress shoes or black “referee style tennis shoe” with no white or stripes on them.
- Earrings

- Belts
- Facial Hair and Hair Length
- Fanny Packs
- Flashlight, Notepad and Pen
- Buttons, Bows in Hair etc.
- Blazers, Sweater Vests, Jackets
- Outdoor – Dark Black Jeans, Company provided Polo Shirts, Jackets
- Dark Tennis Shoes if possible
- Go Over Standards listed under indoor

Job Descriptions

- Managers/Assistant Managers
- Event Supervisors
- Supervisors
- Crew Leaders
- Training Coaches

Ushering Intro

- Ticket Takers
- Directors
- Guest Services
- Door Attendants
- Ushers
- Club or VIP entry

Event Staff Intro

- Line Control
- Inspections
- Mixer Board
- Floor Aisle Staff
- Front of Stage
- Backstage
- Rovers
- Alcohol Awareness

Scheduling

- Hardest job a manager has
- Standard scheduling usually the last Tuesday and Wednesday of each month – Schedule for the following month
- Employees given Regional Earpiece with payroll two weeks before scheduling to allow them to prepare for the following month

- Some Regions- In office Scheduling
- Over the phone Scheduling
- Email, Fax or drop off calendars
- Location, Call Time of when a person is scheduled to start
- Dress Attire
- Event Name to prepare employee

Check In/Check Out Procedures

- Sign-In Sheet
- Sign Name – Company to put in start time
- Check out of equipment – Blazers, Shirts, Jackets, Radios, Vests, Flags, etc.
- Sign-Out- Company to put out time
- Turn in all equipment checked out to you
- Write time in and out on your own calendar and keep track

Pre- Event Crew Meetings

- Given facility data sheet
- Go over event specific information
- Go over Company specific information
- Review Emergency Procedures
- Supervisors Call out staff assigned to them
- Supervisors will go over individual meeting for their assigned area
- Familiarize yourself with the area you will be working
- Guest Communication
- Breaks
- Stay in Assigned Area
- Performance and Attitude
- Pre-Event Facility Check

During Events

- Rotations of Crews
- Keeping Aisle Ways Clear
- Alcohol Awareness
- Problem Solving
- Disabled/Physically Challenged Guests
- Handling Disturbances
- Enforcement of Rules and Regulations – Inform the Guests – Get Supervisors involved if problem persists
- Handling Guest Complaints
- Clearing the House
- Post-Event Facility Check

Other Guest Services Topics

- Guest Services
- Box Suites/VIP Areas
- Spills-Response
- Medical Situations- Response and Documentation
- TEAMWORK within facilities

EVENT STAFF TRAINING

More In-Depth Coverage and Demonstration

- Work with enforcement staff on access control
- Another layer of informational personnel
- Dress Attire is more likely a polo shirt with event staff and an employee # on back
- Job Descriptions – Inspectors, Front of Stage, Mixer Board, Aisle Staff, Stage Right/Left, Backstage, Rovers, Alcohol Awareness, ID Checkers, Jumper Squad
- Shutting Down Aisles, Re-Routing guests to back of house aisle entry points
- Public Safety Inspections
- Confiscations of non-allowable items
- Refusing entry to guests
- Handling Disturbances
- Enforcement of Rules and Regulations
- Evictions- Last Resort, Limited Physical Response – Arm Bar Techniques
- Alcohol Awareness – Refer to Alcohol Awareness Training for Overview
- Mosh Pits – Refer to Corporate Mosh Pit Procedures
- Communications with Guests about Mosh Pits and Festival Seating Concerts
- Assisting Guests over Front of Stage Barricades
- Catching guests surfing over Front of Stage Barricades
- Moving guests back from Front of Stage Barricades (“Creation of Snake-like line at back of floor crowd”)
- Jumper Squad responsibilities
- Communications – Radio Calls
- Base-Command Center Activities
- Police Relations
- Documentation – Report Writing

Standard of Conduct Policies

- Criticism and Obedience
- Truthfulness
- Courtesy
- Reporting Poor Behavior
- Trust
- Rumors

- Conform to Laws
- Official Files
- Press or Media Relations
- Courtesy to the Flag
- Gifts and Gratuities

Actions that will lead to Disciplinary Actions or Termination

1. Not showing up for an event for which you were scheduled
2. Showing up late for work without prior approval
3. Not performing your job function while on duty
4. Leaving your assigned position
5. Using your position or identification to gain free entrance of yourself, or any party, into an event
6. Misusing equipment
7. Drinking alcoholic beverages or taking non-prescribed drugs, while on duty, or immediately before going on duty
8. Unnecessary or unreasonable force in the handling of a situation. This includes striking or kicking anyone
9. Unnecessary provocation of an incident
10. The carrying of any weapon, mace, or restraining device without authority
11. Using your position on this staff for any personal gains
12. The acceptance of any gifts or gratuities without management approval
13. General or Sexual harassment to fellow employees, facility staff, or the general public
14. Any form of prejudice due to race, color, or creed
15. Gambling in any form while on duty
16. Smoking, chewing of tobacco, or using snuff on duty except during scheduled breaks
17. Unauthorized entry to a backstage area or violation of backstage policies
18. Using this position to recruit personal acquaintances or social dates with guests
19. Any actions that will tend to damage the image of this organization
20. Immoral or lewd behavior of any kind at anytime
21. Inappropriate or unprofessional interaction with guests of any venue or event
22. Involvement in, or conviction of, any criminal activities including while off duty from Starplex/CMS
23. Falsification of records or reports
24. Unprofessional or aggressive attitude towards guests, event representatives, other Starplex/CMS staff, or anyone else while on duty or not
25. Willful destruction of property
26. Violation of safety procedures
27. Violations of any cash management procedures associated with Starplex/CMS, its clients, agents, or associates
28. Communicating inaccurate, inappropriate, or false communications or rumors concerning Starplex/CMS, its agents, employees, clients, or associates
29. Divulging confidential company related information or activities
30. Communicating with any member of the news media regarding company or Starplex/CMS client related events or matters

31. Sleeping while on duty
32. Failing to respond to a court subpoena requiring your presence at trial or other court related matters
33. Solicitation of any items, or attempts to solicit while on duty

Payroll

- Paid once a month
- Pay period is from the 1st of the month thru the last day of the month
- Pay Rates – Many different depending on position and division of Starplex
- Make sure you keep track of your hours on a personal calendar
- Filling out W-4 Information
- Taxation on monthly payroll
- Payroll Pickup at most offices/Some mail out

Employee Services Department

- Located at Corporate Headquarters
- Unemployment claims
- Requests for housing, pay stub information, welfare benefits
- Work with state agencies and collections companies on payroll deductions
- Internal investigations regarding managers
- Sexual harassment claims
- Workmen Compensation Claims/L&I
- Lost W-2 forms

EMERGENCY PROCEDURES TRAINING

- Purpose – Prepare all facility staff on how to respond should an emergency occur
- Intent – To create the most efficient and safest evacuation procedures to protect the lives of the guests and staff at each venue we provide services for
- Define – Explain the different types of emergencies that may occur – Fire or Catastrophe, Crowd Disorder, Hazardous Materials, Bomb Threat or explosion

Different Agencies Involved

- Facility Staff
- Starplex Corporation
- Police/Sheriffs
- Fire Departments
- Emergency Medical Services

Operational Situations

- All staff involved must have an agreed upon area to go to in the event a major emergency occurs. Starplex Corporation will stay in position to assist agencies when they arrive.
- An agreed upon operational area of a facility will be secured by Starplex Corporation and will be limited to selected staff and agencies that will be apart of the incident command
- Follow the guidelines of your facility with the best and most efficient way to evacuate the facility. (Give Examples)
- Emergency Position Locations
- Assisting the Elderly and Disabled
- Creation of an outside perimeter once facility is evacuated

Incident Command

- Most Likely near an event site
- Made up of Law Enforcement Representative, Fire Representative, Emergency Medical, Facility Management, Security Representative
- Incident Commander will direct the evacuation through utilization of the command representative.
- Usually will go into Unified Command where both Law Enforcement and Fire will work together
- Documentation person will document calls and directives given

Creation of Public Information Officer

- Public Information Officer representing the facility will be the only one communicating with the media
- Some Events such as Monster Truck will have their own Public Information Officer
- All statements from the incident will be made from the PIO.
- Law Enforcement and Fire will have their own statement regarding their involvement
- No staff member from any organization will make statements to the press

Mitigation

- How to handle refunds
- Rescheduling Event
- Research of the action that caused evacuation
- Documentation
- Political-Social Affect
- Closure of event or facility
- Loss of work

ALCOHOL AWARENESS TRAINING

Combination of TEAM (Techniques For Effective Alcohol Management) and Starplex/CMS Operational Training

- Effects of alcohol misuse (social, legal, personal)
- Alcohol and its effects on physical and mental behavior

- Signs of impairment
- Importance of prevention in alcohol management
- Management policies and procedures on alcohol sale and consumption
- Community/management/employee teamwork in responsible alcohol management
- Appropriate methods to implement management policies and procedures
- Importance of employees' roles; save lives; create a safe, enjoyable atmosphere for guests; maintain the future success of their facility
- Training Different than other alcohol training because it uses all employees and not just beverage and security

Misuse of Alcohol

- Examples
- Problems you may encounter when trying to deal with misuse of alcohol
- Pre-Test to people what they know before the rest of training begins
- Comparison with final test at the conclusion

Effects of Alcohol misuse

- How many impaired drivers leave your facility after a function
- 1/3 of crowd are drivers
- 1/2 of drivers drink alcohol
- 1/20 of drivers drink too much

Results

- Typical Crowd 12,000
- Number of Drivers 4,000
- Drinking Drivers 2,000
- Drivers Drinking too much 100

Legal Effects

- States passing laws establishing liability against persons who serve alcohol to anyone visibly intoxicated.
- Larger Settlements awarded to injured parties
- Deaths

Effects on Facilities

- Loss of safe, enjoyable atmosphere (fights, injuries, interference with games)
- Bad publicity for facilities
- Loss of guests
- Greater potential for lawsuits

- Increased Insurance coverage
- Less available Insurance coverage
- Need for policies and procedures on responsible sale and consumption of alcohol
- Need for employee training on how to carry out the policies and procedures

Effects on Facility Employees

- All employees are vulnerable to the threat of alcohol related lawsuits
- Greater chance of losing job
- Need for training in how to carry out management's policies and procedures on responsible sale and consumption of alcohol.

Alcohol Overview

- Alcohol is a Drug – Slows down mental and physical reactions reflexes, judgment and inhibitions, vision, and coordination
- Alcohol affects people differently depending on:
 - Amount consumed
 - Amount of food in the stomach
 - Time Span while drinking
 - Body weight
 - Gender (male, female)
 - Age (adult, minor)
 - Health (in shape or out of shape)
 - Drug use (over-the-counter, legal, non-legal)
 - Mood
 - Tolerance, Experienced drinker versus an inexperienced drinker

Give general guidelines on impairment – How alcohol changes physical and mental behavior

- Impairment
- Reflexes
- Attention wanders
- Judgment and inhibitions change
- Vision weakens
- Coordination reduced
- Other signs – untidy, disheveled clothes; frequent trips to the restroom; frequent rubbing of hands over face or through hair

Level # 1,2,3 Signs of impairment

How much alcohol it takes someone to become intoxicated

- What has more alcohol, a 12 oz. Beer, a 5 oz. Glass of Wine, or 1.5 oz/ of Liquor? –Answer – They all have the same amount of alcohol

- In three hours how many 12 oz. Regular beers would it take the average male to become intoxicated? The average female?
- Answer – Male: 6 beers. Female: 4 beers
- Why would knowing this information help you prevent alcohol-related problem?
- Possible answers: We will know better when to intervene to control the amount of alcohol purchased, encourage guest to buy food

Managing Impairment

- Controlling the size of cup
- Controlling the number of beers purchased at one time
- Offer food suggestions
- Limit the time alcohol is served
- Mood – Create activities during intermissions to monitor guests
- Teamwork- Each member is important. Only if the team works together can you ensure responsible alcohol sales, service and consumption. The whole team is affected when one role is not carried out
- Be courteous and considerate – Unfortunately, it's not enough to know how to follow procedures. We must also know what to say or not to say when carrying out management policies. The "way" we say no, or make a request, means the difference between the guest doing the action or not doing the action, doing what we say and still having positive thoughts about us. We don't want to ruin the fun and enjoyment. We want to maintain a friendly, positive atmosphere.

Key Steps in preventing/controlling alcohol-related problems

- Be aware
- Know management policy
- Follow the procedures
- Always be courteous and considerate

Management Policies and procedures on responsible sale and consumption of alcohol

- What is a policy? – Answer: A course or method selected to guide and determine present and further actions and decisions.
- What is a procedure? – Answer: An established way of carrying out policies

Policies and procedures affect all service areas even when policy or procedure does not directly apply to your job. For example, the policy of not selling a ticket to an intoxicated guest may directly impact the actions of the ticket seller, but the policy indirectly affects other service areas as well.

Role of Employees in your venue

- Parking Lot Attendant
- Ticket Seller

- Ticket Taker
- Concession Server selling to a minor
- Usher
- Concession Server selling to an intoxicated person
- Event Staff and Security

Post Test

- Go over answers
- Answer Questions
- Compare how well you did on the post test compared with the pretest

Benefits of TEAM

- Utilize all employees in a facility to assist in managing alcohol consumption
- Allow employees to know policies and procedures
- Reality Check on what the misuse of alcohol can do
- Allows employees to make a difference
- Reduces liability exposure
- Creates a safe and enjoyable environment
- Maintains the integrity of the facility
- Keeps guests from leaving from a bad environment

For additional information on our experience, please see responses to Section B & C above, as well as Chapter 5 titled “Training” and Chapter 6 titled “Alcohol Awareness Plan”, as well as the “Appendix”.

2. Indicate other relevant experience that indicates the qualifications of the Firm, and any subcontractors, for the performance of the potential contract.

We acknowledge this and confirm our understanding.

- **Starplex/CMS is able to enhance the overall service umbrella to the City of Spokane because we can be your “One-Stop Shop” service provider. Combined with our ability to provide uniform security (police-style), we also are able to provide ushering, guest services, ticket-takers, event staff, peer-group security staff, alcohol monitors, parking, and traffic direction to the City of Spokane. This ability promotes retention of staff, and cross-training that allows us to move staff as necessary to meet the needs of the City.**
- **Starplex/CMS also offers additional services to many clients and would welcome the opportunity to do so as well at the City of Spokane’s facilities and events. These services include, but are not limited to the preparation of safety**

plans, emergency plans and procedures, mass casualty plans, traffic control and directions for special events, event set-up, event tear-down, and facility cleaning services.

- Starplex maintains an employee base of over 2,800 staff in the Northwest that will supplement staff for the City during the transition time needed to hire and train staff to meet the City's staffing needs under the proposed contract.
 - For continuing education, Starplex / CMS has created an Online University for up to date training, as well as venue specific modules. This is a requirement by our staff each year, and the most effective way at communicating new policies and procedures catered towards our client's needs. This continuing education and training tool is second to none in our industry.
 - Starplex/CMS can provide experienced supervisory staff already familiar with the City of Spokane facilities and venues employees who are current of Spokane and surrounding areas. This gives us the ability to enhance our "boots on the ground" strategy and offers an advantage in expediting recruiting efforts.
3. Include a list of contracts the Firm has had during the last five (5) years that relate to the Firm's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and e-mail addresses. The Firm grants permission to the City to contact the list provided.

We acknowledge this and confirm our understanding. Below is information in response to this request. The City is granted permission to contact those on the list provided below:

Spokane City Hall

Contract #: N/A

Services: uniform security

Services Began: 2011

Current Contract Award: RFP Pending

Term: 5 years

Expires: May 2016

Contact Person:

Ed Lukas

Spokane City Hall

808 W Spokane Falls Blvd.

Spokane, WA 99201

(509) 625-6286

rlukas@spokanecity.org

Scope of Services: We have three officers on duty during working hours 7am-6pm. The main floor uniform officer checks in guests and issues out visitor passes. They phone the department that the guest wants to visit to make sure the people are available. They log in names and signatures of guests who enter City Hall. The third floor guard is the access control for the sky bridge from other buildings. They perform credential checks as well. Monitor all cameras that are in the facility and views throughout the building. The third uniform guard patrols the venue, assists the main floor guard as needed, provides escorts for some guests and is the response person should we encounter a guest who is complaining or causing issues in the facility.

We also monitor the Mayor's office and City Council and we make contact with law enforcement when needed for guests who may cause problems in the building.

Spokane Public Library

Contract #: N/A

Services: uniform security

Services Began: 2015

Current Contract Award: January 2016

Term: 1 year

Expires: December 2016

Contact Person:

Caris O'Malley

Spokane Public Library

906 W Main

Spokane, WA 99201

(509) 444-5310

comalley@spokanelibrary.org

Scope of Services: We provide a roving guard who monitors the public as they enter the facility and how they act when in the facility, monitor security cameras, monitor computers to ensure public is not accessing non-allowed sites, maintain safety and security in bathrooms and walkways. We distribute brochures to assist people living on the streets on what services the City of Spokane provides such as warming shelters, places to take showers, and where to get food. We open and close the facility.

Live Nation

Primary Business: concert promotion/public assembly facilities

Contract #: N/A

Services: crowd security, ushering, ticket taking, parking, traffic and uniform security

Services Began: 1992 (1989 previous owners)

Current contract Award: 2011

Term: 3 years

Expires: December 2017

Contact Person:

Danny Wilde, Live Nation

754 Silica Rd.

Quincy, Washington 98848

(509) 785-6262

dannywilde@livenation.com

Scope of Services: We provide Road Patrol for all concerts 24 hours a day securing the perimeter of the Gorge Amphitheatre and grounds and also maintaining a safe neighborhood of adjoining farmers and keeping trespassers off property. We additionally monitor overnight security at access points checking credentials, working directly with the client.

Services provided at The Gorge Amphitheatre in George, Washington and the White River Amphitheatre in Auburn, Washington.

Facilities:

Gorge Amphitheater – 25,000-capacity attendance

Campground – 8,000-capacity attendance

White River Amphitheater – 20,000-capacity attendance

MetraPark

Primary Business: fairgrounds/public assembly facility

Contract #: N/A

Services: crowd security, traffic & parking, guest services, uniformed security, event cleaning

Services Began: July 2000

Current contract Award: February 2012

Term: 7 years

Expires: February 2019

Contact Person:

Bill Dutcher

MetraPark

P.O. Box 2514

Billings, Montana 59103

(406) 256-2410

bdutcher@metrapark.com

Scope of Services: Provide the MetraPark facilities with Progard Services with overnight security and patrols seven days a week. Additionally, we also provide the MetraPark facilities crowd management, guest services, event cleaning, traffic and parking services, on an event-by-event basis.

Facilities:

- Fairgrounds – 50,000-capacity attendance
- Arena – 12,000-capacity attendance and utilized for concerts, sporting events, trade shows, conventions
- Grandstands – 6,500-capacity attendance and utilized for concerts, horse racing, motor sports
- Grandstands Amphitheatre – 20,000-capacity attendance and utilized for concerts and festivals
- Montana Pavilion – 18,000 square foot multipurpose facility utilized for sport shows, trade shows, conventions, and livestock eventsontana.

Spokane Police and Evidence

Primary Business: Police Services and Evidence Control

Contract #: N/A

Services: Security patrol services

Services Began: May 2016

Contact Person:

Kevin Berry

Spokane Police & Evidence

4010 E Alki

Spokane, WA 99202

(509) 625-4137

kberry@spokanepolice.org

Scope of Services: Provide vehicle and foot patrols of the police evidence building and the perimeter.

Facilities:

Spokane Police Evidence Building

State Fair Park | Yakima SunDome

Primary Business: fairgrounds/public assembly facility

Contract #: N/A

Services: crowd security, uniformed security, traffic & parking, guest services

Services Began: May 1992

Current contract Award: Nov 2014

Term: 5 years with renewable options

Expires: N/A

Contact Person:

Greg Lybeck, CWSF

STATE FAIR PARK

1301 South Fair Ave.

Yakima, WA 98901

(509) 248-7160 ext. 107

Scope of Services: We provide Progard Services with overnight security and patrols seven days a week. We additionally provide the CWSF facilities crowd security, guest services, traffic services, and parking services on an event-by-event basis

Facilities:

Fairgrounds – 50,000-capacity attendance and utilized for fair activities

SunDome – 8,000-capacity attendance and utilized for concerts, sporting events, trade shows, conventions, family events

Stadium – 8,000-capacity attendance and utilized for baseball and concerts

Grandstands – 5,000-capacity attendance and utilized for horse racing, rodeos, concerts, thrill shows

Grandstands Infield: 20,000-capacity attendance and utilized for concerts, festivals

Gonzaga University

Primary Business: Sports facilities, complexes, and buildings

Contract #: N/A

Services: crowd security, uniformed security, traffic & parking, guest services

Services Began: 1982

Expires: December 2016

Contact Person:

Rob Kavon

GONZAGA UNIVERSITY

502 East Boone

Spokane, WA 99258

(509) 313-4213

kavon@athletics.gonzaga.edu

Scope of Services: We provide at will services for campus security for winter break patrols of dormitories, facility buildings and adjacent neighborhoods when kids go home for holidays. Whenever there are weather related power outages or problems with facility buildings we are hired to provide 24 hour security services. During wind storms we have been hired for traffic control and safety where power lines and trees have fallen creating unsafe situations.

C. REFERENCES

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. The Firm grants permission to the City to contact the references provided. Do not include current City staff as references. The City may evaluate references at the City's discretion.

1) Greg Lybeck

YAKIMA SUNDOME

1301 South Fair Ave.

Yakima, WA 98901

(509) 248-7160 ext. 107

cwsf@fairfun.com

Provide uniformed guard services for grounds, property, buildings, access control, money, patrols, as well as event and facility services including guest services, peer group security, alcohol monitoring, ushers, ticket-takers, traffic direction, and parking services.

- 2) **Danny Wilde**
THE GORGE AMPHITHEATRE
754 Silica Rd.
Quincy, WA 98848
(509) 785-6262
dannywilde@livenation.com

Provide uniformed guard services for grounds, facilities, property, access control, vehicle road patrols, as well as event and facility services including guest services, peer group security, alcohol monitoring, ushers, ticket-takers, traffic direction, and parking services.

- 3) **Bill Dutcher**
METRAPARK EVENTS CENTER
308 6th Ave. N.
Billings, MT 59103
(406)256-2479
bdutcher@metrapark.com

Provide uniformed guard services for grounds, facilities, property, access control, as well as event and facility services including guest services, peer group security, alcohol monitoring, ushers, ticket-takers, traffic direction, parking services, and cleaning services.

D. RELATED INFORMATION

1. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.

We acknowledge this and confirm our understanding. Our organization has not had a contract terminated for default.

3. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

We acknowledge this and confirm our understanding. This question is "Not Applicable" due as our organization has not had a contract terminated for default.

4.5 COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Firm of least cost, but rather to the Firm whose Proposal best meets the requirements of this RFP.

1. IDENTIFICATION OF COSTS

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Firms are required to collect and pay Washington state sales tax, if applicable.

Costs for subcontractors are to be broken out separately.

We acknowledge this, agree to adhere to these requirements, and confirm our understanding. All costs have been identified and are included in the rates identified in item #2 below "Computation". We do not anticipate using subcontractors.

2. COMPUTATION

Submit Price Proposal based on the pricing table below. The score for the cost Proposal will be determined by reasonableness of cost.

Price Proposal

<u>Item:</u>	<u>Units</u>	<u>Cost Per</u>
Patrol vehicle with light bar	Hourly Per Vehicle	\$25.00
Mileage	Per Mile	\$00.00
Fuel	Per Gallon	\$00.00
Security Officer	Per Hour	\$16.10
Uniformed	Per Hour	\$16.10
Patrol	Per Hour	\$16.75
Holiday Rate (Officer/Uniformed)	Per Hour	\$24.15
Holiday Rate (Patrol)	Per Hour	\$25.13
Overtime Rate (Officer/Uniformed)	Per Hour	\$24.15
Overtime Rate (Patrol)	Per Hour	\$25.13
After Hour Rate	Per Hour	\$25.00*

*** Requires a 2 hour minimum billing per officer.**

Identify Hours considered "Regular Business Hours" and "After Hours"

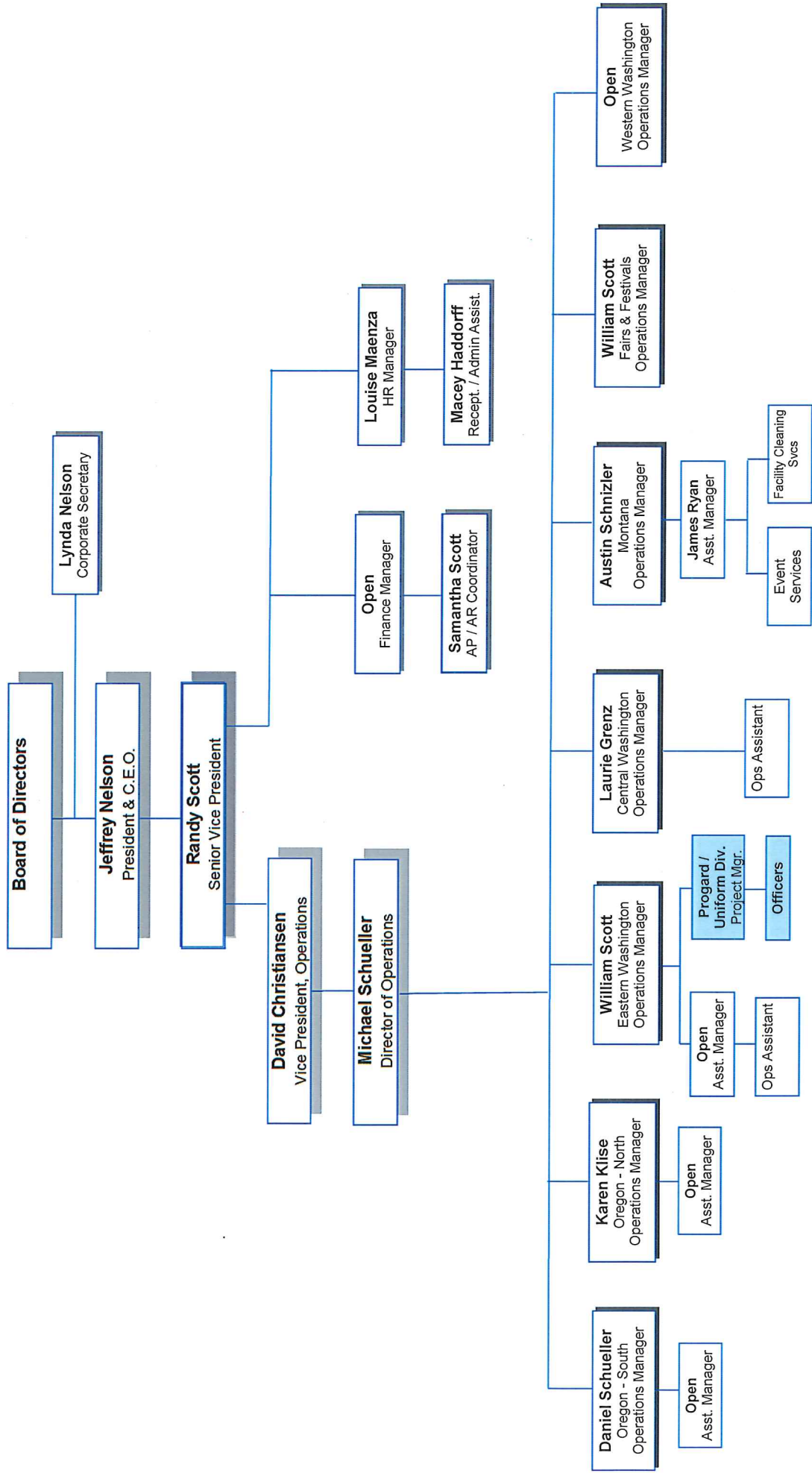
Normal business hours are considered to be from 7am – 6pm Monday through Friday, excluding holidays. "After Hours" are times outside of the normal business hours.

Any other cost or fees associated with completing this work.

None.

Starplex Corporation

Chart of Organization





STATE of WASHINGTON SECRETARY of STATE

I, Ralph Munro, Secretary of State of the State of Washington and
custodian of its seal, do hereby certify that the attached is a true and correct
copy of

CERTIFICATE OF AUTHORITY

of

STARPLEX CORPORATION

as filed in this office on May 20, 1986

Date: June 1, 1992

Given under my hand and the seal of the State
of Washington, at Olympia, the State Capitol.

Ralph Munro, Secretary of State

T. Wilson



STATE OF
WASHINGTON

BUSINESS LICENSE

Foreign Profit Corporation

STARPLEX CORPORATION
STARPLEX CROWD MGMT
907 W SHARP AVE
SPOKANE WA 99201 2519

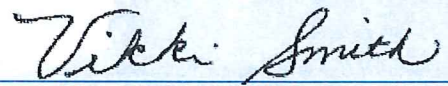
TAX REGISTRATION
INDUSTRIAL INSURANCE
UNEMPLOYMENT INSURANCE

CITY LICENSES/REGISTRATIONS:
SPOKANE GENERAL BUSINESS #T12066215BUS

LICENSING RESTRICTIONS:
Not licensed to hire minors without a Minor Work Permit.

Unified Business ID #: 601 120 394
Business ID #: 1
Location: 1
Expires: 05-31-2017

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.


Director, Department of Revenue



STATE OF
WASHINGTON

BUSINESS LICENSE

Foreign Profit Corporation

Unified Business ID #: 601 120 394

Business ID #: 1

Location: 1

Expires: 05-31-2016

STARPLEX CORPORATION
STARPLEX CROWD MGMT
907 W SHARP AVE
SPOKANE WA 99201 2519

TAX REGISTRATION
INDUSTRIAL INSURANCE
UNEMPLOYMENT INSURANCE

CITY LICENSES/REGISTRATIONS:
SPOKANE GENERAL BUSINESS #T12066215BUS

LICENSING RESTRICTIONS:
Not licensed to hire minors without a Minor Work Permit.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue



STATE OF
WASHINGTON

BUSINESS LICENSE

Foreign Profit Corporation

STARPLEX CORPORATION
STARPLEX CROWD MGMT
907 W SHARP AVE
SPOKANE WA 99201 2519

TAX REGISTRATION
INDUSTRIAL INSURANCE
UNEMPLOYMENT INSURANCE

CITY LICENSES/REGISTRATIONS:
SPOKANE GENERAL BUSINESS #T12066215BUS

LICENSING RESTRICTIONS:
Not licensed to hire minors without a Minor Work Permit.

Unified Business ID #: 601 120 394
Business ID #: 1
Location: 1
Expires: 05-31-2015

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue



STATE OF
WASHINGTON

BUSINESS LICENSE

Foreign Profit Corporation

STARPLEX CORPORATION
STARPLEX CROWD MGMT
907 W SHARP AVE
SPOKANE WA 99201 2519

TAX REGISTRATION
INDUSTRIAL INSURANCE
UNEMPLOYMENT INSURANCE

CITY LICENSES/REGISTRATIONS:
SPOKANE GENERAL BUSINESS #T12066215BUS

LICENSING RESTRICTIONS:
Not licensed to hire minors without a Minor Work Permit.

Unified Business ID #: 601 120 394
Business ID #: 1
Location: 1
Expires: 05-31-2014

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

STATE OF WASHINGTON

EXPIRATION DATE

394 1 1 05-31-2014

CORPORATION
CROWD MGMT
P AVE
99201 2519

TAX REGISTRATION
INDUSTRIAL INSURANCE
UNEMPLOYMENT INSURANCE
SPOKANE GENERAL BUSINESS #T12066215BUS

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Director, Department of Revenue

THIS SECTION FOR YOUR WALLET



STATE OF
WASHINGTON

BUSINESS LICENSE

Foreign Profit Corporation

STARPLEX CORPORATION
STARPLEX CROWD MGMT
907 W SHARP AVE
SPOKANE WA 99201 2519

TAX REGISTRATION
INDUSTRIAL INSURANCE
UNEMPLOYMENT INSURANCE

CITY LICENSES/REGISTRATIONS:
SPOKANE GENERAL BUSINESS #T12066215BUS

LICENSING RESTRICTIONS:
Not licensed to hire minors without a Minor Work Permit.

Unified Business ID #: 601 120 394
Business ID #: 1
Location: 1
Expires: 05-31-2013

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Brad Flewherty
Director, Department of Revenue

EXPIRATION DATE

05-31-2013

394 1 1

CORPORATION
CROWD MGMT
RP AVE
99201 2519

TAX REGISTRATION
INDUSTRIAL INSURANCE
UNEMPLOYMENT INSURANCE
SPOKANE GENERAL BUSINESS #T12066215BUS

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Brad Flewherty
Director, Department of Revenue

THIS SECTION FOR YOUR WALLET

**TREASURER'S OFFICE
TAXES & LICENSES**

808 W Spokane Falls Blvd • Spokane WA 99201-3336
Phone (509) 625-6070 • Fax (509) 625-6990

**STARPLEX CROWD MGMT
11300 SW BULL MOUNTAIN RD
TIGARD OR 97223**

**BUSINESS LICENSE
CITY OF SPOKANE, WASHINGTON**

License No: **T12066215BUS**

Expiration Date: **January 7, 2013**

Name of Licensee: **STARPLEX CROWD MGMT**

Licensee Address: **907 W SHARP AVE #2**

Business Activity: **56161 Investigation, Guard, and Armored Car Services**

Licensed to engage in business in the City of Spokane, Washington.

Notice: The business license fee is required as a matter of revenue. This license is not a substitute for any other license, permit or approval that may be required under law or regulation relating to the activity and the use of the premises; does not authorize illegal activity.

**DO NOT PHOTOCOPY THIS DOCUMENT
DISPLAY THIS DOCUMENT IN PLAIN VIEW AT YOUR PLACE OF BUSINESS.**

**TREASURER'S OFFICE
TAXES & LICENSES**

808 W Spokane Falls Blvd • Spokane WA 99201-3336
Phone (509) 625-6070 • Fax (509) 625-6990

**STARPLEX CROWD MGMT
11300 SW BULL MOUNTAIN RD
TIGARD OR 97223**

**BUSINESS LICENSE
CITY OF SPOKANE, WASHINGTON**

License No: **T11066215BUS** Expiration Date: January 7, 2012

Name of Licensee: **STARPLEX CROWD MGMT**
Licensee Address: **907 W SHARP AVE #2**
Business Activity: **56161 Investigation, Guard, and Armored Car Services**

Licensed to engage in business in the City of Spokane, Washington.

Notice: The business license fee is required as a matter of revenue. This license is not a substitute for any other license, permit or approval that may be required under law or regulation relating to the activity and the use of the premises; does not authorize illegal activity.

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**TREASURER'S OFFICE
TAXES & LICENSES**

808 W Spokane Falls Blvd • Spokane WA 99201-3336
Phone (509) 625-6070 • Fax (509) 625-6990

**STARPLEX CROWD MGMT
11300 SW BULL MOUNTAIN RD
TIGARD OR 97223**

**BUSINESS LICENSE
CITY OF SPOKANE, WASHINGTON**

License No: **T10066215BUS**

Expiration Date: January 7, 2011

Name of Licensee: **STARPLEX CROWD MGMT**

Licensee Address: **907 W SHARP AVE #2**

Business Activity: **56161 Investigation, Guard, and Armored Car Services**

Licensed to engage in business in the City of Spokane, Washington.

Notice: The business license fee is required as a matter of revenue. This license is not a substitute for any other license, permit or approval that may be required under law or regulation relating to the activity and the use of the premises; does not authorize illegal activity.

RECEIVED

FEB 18 2010

**DO NOT PHOTOCOPY THIS DOCUMENT
DISPLAY THIS DOCUMENT IN PLAIN VIEW AT YOUR PLACE OF BUSINESS.**

REC'D DEC 11 2008



OFFICE OF THE CITY TREASURER
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201-3336
PHONE (509) 625-6070
FAX (509) 625-6990

STARPLEX CROWD MGMT
P O BOX 4411
PORTLAND OR 97208-4411

**BUSINESS LICENSE
CITY OF SPOKANE, WASHINGTON**

License No: L0901731

Expiration Date: 01/07/10

Name of Licensee: STARPLEX CROWD MGMT
Licensee Address: 720 W MALLON AVE
Business Activity: 7381 DETECTIVE GUARD ARMORED CAR

License to engage in business in the City of Spokane, Washington,
for the period expiring 01/07/10.

DISPLAY THIS DOCUMENT IN PLAIN VIEW AT YOUR PLACE OF BUSINESS.

Notice: The business license fee is required as a matter of revenue.
This license is not a substitute for any other license,
permit, or approval that may be required under other law or
regulation relating to the activity and use of the premises.

DO NOT PHOTOCOPY THIS DOCUMENT.

Please see the back of this form for more information.



2. | CMS Protects Fun

Recognized nationally as a leader and innovator in guest services and crowd management, CMS provides customized staffing solutions, with an emphasis on prevention, for entertainment and sporting events of all sizes throughout the Northwest.

For over 37 years, the CMS approach to guest services, crowd management, and uniformed security has been so progressive and successful that it has revolutionized event-staffing services for special events and venues of all types throughout the region.

About

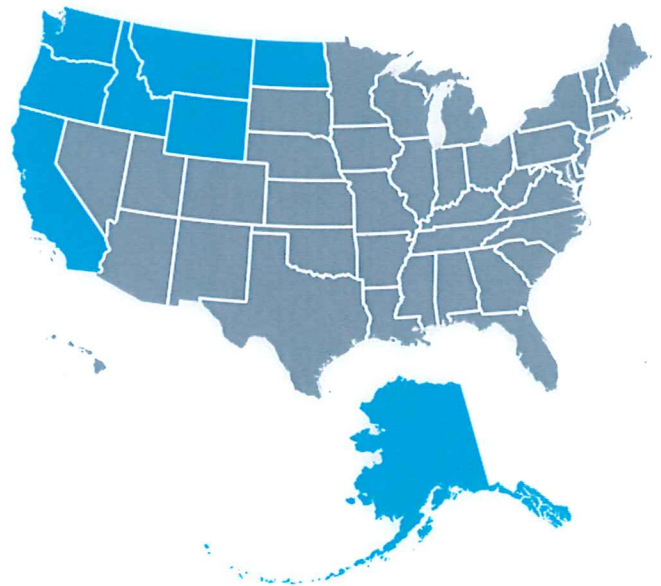
CMS retains more than 2,800 highly trained, expertly supervised crowd management and guest services personnel at thousands of Northwest venues and events. CMS manages 80 percent of crowd events and facilities in the region that are not already handled by in-house services.

CMS employees are selected and trained in the following services:

- Guest Services
- Crowd Management
- Parking and Traffic Control
- Alcohol Management
- Uniformed Security
- Safety and Training

CMS provides consulting services to design professional, innovative programs for venue and event managers that encompass guest services, traffic plans, and training for all types of operations. Additionally, CMS counsels and trains clients in emergency preparedness, evacuation procedures, and safety and alcohol awareness.

The CMS corporate office is located in Portland, Oregon. CMS has additional regional offices located throughout the Northwest in the cities of Eugene, Spokane, Yakima and Billings. We also service events and venues in Seattle, Alaska, Idaho, Wyoming and North Dakota. Each location is managed by experienced regional managers who oversee operations and collaborate with each other to provide staffing at high-capacity events.



CMS is dedicated to the events and venues in the Northwest, and we have long-standing relationships with event producers, law enforcement agencies, and numerous public officials throughout the region.

CMS's familiarity with the culture, geography, economics, populations, and trends of the communities that encompass the Northwest region stems from having lived, worked, and performed services in the region for more than three decades.

History

Founded in 1979 to provide peer group security for rock concerts and festivals in Oregon, CMS began as Portland Memorial Coliseum's exclusive security vendor for all rock shows. The scope of CMS's capabilities expanded to developing new crowd management procedures for the venue and beyond.

With such innovative approaches to crowd management, we grew rapidly in the early 1980s, adding service offerings including public safety and security functions, guest services, traffic and parking operations, and alcoholic beverage enforcement. Regional offices were added beginning with the Spokane office, and by 1990, CMS managed the majority of crowd events and venues in Oregon and Washington through five interconnected regional offices. CMS spread east and north in 2000, opening regional offices serving Montana and Alaska.

Because CMS has watched how events and crowds have changed over the decades, we understand the importance of adapting to new innovations and being responsive to our clients' needs.

In September 2012, CMS was purchased by entrepreneurial investors Jeffrey and Lynda Nelson of Queen Creek, Arizona. The Nelsons are passionate about CMS's service model and future growth plans, including a company-wide rebranding initiative, coordinated marketing efforts, and expanded client and employee offerings located out of the new corporate headquarters.

Service Philosophy

Thorough planning, training, sincere effort, and skillful execution of services are the reasons we are the most successful guest services provider in the US. We refer to our employees as ambassadors because they appointed representatives of your event or venue, delivering messages to and from your attendees. Our service philosophy is built upon the following core beliefs:

- We exist to protect the fun. Prevention is the most valuable service we provide.
- Each guest views our staff as a representative of your facility or event. Therefore, we are a direct reflection on the image of your facility, and each ambassador becomes a host or ambassador for your venue. We believe that *your* reputation and success are affected by the performance of each member of our staff.
- While we always see ourselves first and foremost as your hosts, we are always at the ready to protect public safety and enforce all regulations and policies. It is our responsibility to

make every effort to assure that each guest leaves the event or facility with the satisfaction of experiencing an enjoyable time in a safe surrounding.

- Successful crowd management and guest services programs combine the right personalities with appropriate procedures to yield successful guest interactions at every event and every venue.

CMS acts on these beliefs through continuous retention of experienced and highly trained staff and management, developing new and innovative programs to exceed client expectations, constant evaluation of your guests' experiences, and acknowledging and rewarding outstanding ambassador performance.

Community Involvement

CMS employees contribute over 500 volunteer hours to charitable events and fundraisers in their communities each year. Organizations we care about include March of Dimes, Muscular Dystrophy Association, Youth Services, Special Olympics, and World Food Banks. We contribute funds to programs assisting people with special needs and disabilities. We also sponsor local community football, basketball, softball, and volleyball teams.

CMS managers participate in interviews and public speaking engagements at community organization meetings to further the community understanding of crowd safety issues. In addition, we have worked with various organizations and city leaders to educate event sponsors on the power of prevention and potential problems with crowds if proper planning isn't undertaken. CMS's commitment to providing the safest events possible at the facilities we serve is both a professional pledge and a public service to our community.

Association Memberships

CMS is an active member of the International Association of Venue Managers, International Association of Fairs and Expositions, International Association of Festivals and Events, and the Washington State Fair Association to name a few.

Each year CMS actively participates in and sponsors conferences and open forums, as well as delivers presentations on crowd management and other industry topics throughout the Northwest.

3. | Corporate Overview

Administrative, Management, and Supervisory Structure

CMS supervisory staff members have accrued extensive experience managing peer group security, guest services, and traffic control at crowd-related events and venues prior to joining the management team. Senior management recruit and mentor qualified staff who have performed 1000+ hours of hands-on experience at various venues and types of events.

Our supervisors have gained expertise in guest services and crowd management as well as specializing in additional service areas. Supervisors travel throughout the region to provide special leadership support and to assist in training functions. CMS assigns at least one supervisory staff member to every seven to ten ambassadors per event, ensuring superior team familiarity, communication, and cooperation.

The CMS management team encompasses the following positions:

Administration

The Chief Executive Officer directs all corporate operations and oversees all plans, preparations, and projects, including strategic planning and annual budgeting.

The Senior Vice President assists the CEO and manages the day-to-day business operations of the company, including corporate administrative and financial services. The SVP implements new policies and procedures and oversees the legal, financial, administrative, and human resources functions of the corporation.

The Vice President of Operations is responsible for the oversight of all regional offices and all operational field functions and has direct management of the Director of Operations. Vice President of Operations collaborates with the SVP in development of policies and procedures, ensures contractual agreements are adhered to, and that risk management practices are in place and continually being updated.

The Director of Operations is responsible for the direct oversight of regional offices and field operations under the DO's purview. The DO directly manages the Operations Managers and assists in divisional budget preparation.

Operations Managers

Operations Managers are responsible for the daily operations in their assigned regions, including financial control and monitoring of expenditures, staff management, records and billing management, training and scheduling, on-site client relations, and participation in corporate planning.

Assistant Operations Managers

Assistant Operations Managers under the direction of the Operations Manager is responsible for communicating the daily needs of the regional office to include direct crew operations,

recruitment and selection, training and orientation, scheduling and represent CMS at client venues and events.

Supervisory Personnel

Supervisors certified by CMS as on-site representatives can encompass Event Supervisors, Project Supervisors, and Crew Supervisors who oversee event responsibilities, manage crew operations, and client relations. Supervisors must have at least five to seven years of hands-on experience with CMS and have demonstrated the professional expertise and judgment necessary to manage on-site operations.

- Event Supervisors have served in supervisory roles for at least five years and have demonstrated ability to manage specific crew operations at events of any nature.
- Most Senior Supervisors have qualified as Event Supervisors but have specialized in crew operations rather than event management.
- Project Supervisors are dedicated to perform all tasks related to the successful operations of a particular client. Project Supervisor is assigned full-time to a specific contractual project and assumes the responsibility of all related operations.
- Crew Supervisors manage specific crew functions and personnel at a particular event, such as front entry inspections, barricade security, perimeter teams, etc. Crew Supervisors report to Operations Managers or Event Supervisors.

Crew Leaders

Crew Leaders serve as assistant to the supervisors. Members of the crew leader team have been selected based on hands-on experience and ability to handle minimal supervisory responsibilities. Crew Leaders usually serve under a Crew Supervisor, but occasionally they manage their own crew and even small events. CMS assigns at least one Crew Leader to every supervisor to provide support and to enhance crew supervision. Crew Leaders thereby learn first-hand the responsibilities of a supervisor.



Management Biographies

Randy Scott

SENIOR VICE PRESIDENT



Randy joined CMS in the fall of 1984 in the uniformed security division in Spokane, Washington. Throughout his 28 years of crowd management services, he has held job titles of supervisor, senior event supervisor, assistant manager, and regional manager at various CMS locations. Through dedication, training, and a hands-on approach to success, Randy was promoted in 2007 to the Director of Operations, then in 2012 to Vice President of Operations, and in 2016 to his current position of Senior Vice President. He also holds the title of certified executive manager for the State of Oregon.

Over the years, Randy has assisted in the successful implementation of corporate training programs. He assisted in the development and implementation of the CMS training manual, which has garnered the recognition of state agencies.

Randy is a multi-state certified instructor for guest services, traffic flagging, and Techniques of Effective Alcohol Management (TEAM). Randy is an IMSA traffic control specialist in Alaska. He also holds multi-state licenses and certifications from the Department of Public Safety and Standards Training and the Oregon Liquor Control Commission. He is an Oregon and Washington certified flagger, a licensed unarmed private security guard, and a traffic control specialist.

Currently, Randy sits on the Oregon Department of Safety Standards and Training policy committee, representing the event security and hospitality industry. He is the only crowd management professional on the committee, which is not only an asset for CMS, but other crowd management firms as well.

Dave Christiansen

VICE PRESIDENT OF OPERATIONS



Dave is an expert at wearing the many hats required in the crowd management industry. He's a one-man department determinedly focused on creating a world-class organization. Dave started at CMS in 1981 on a part-time basis in the ushering and peer group security divisions while attending at Eastern Washington University. By 1983, Dave had accumulated over 560 hours of event service and was promoted to the position of supervisor with CMS. Later that year, due to the increase in the activities at the Spokane Center, Dave was selected as assistant operations manager at the Spokane Center facilities. Throughout the next two years, he continued to attend Eastern Washington University, graduating in 1985 with a Bachelor of Arts in Communications.

After being promoted to the position of Spokane Regional Manager in 1989, Dave assumed direct responsibility of all crowd-related functions for events managed by CMS at all Spokane Center facilities, and all recruitment and training of emergency procedures designed and developed by CMS for the City of Spokane. In 1995, Dave was promoted to the position of Washington Regional Manager, overseeing day-to-day operation of our entire Eastern Washington region. Dave has been instrumental in the establishment of many facilities' 24-hour building security and the TEAM training programs.

Dave attended the IAVM Academy for Venue Safety and Security in 2004. He is certified to train and license security agents in the State of Washington. He is also certified to train the CMS Alcoholic Beverage Monitoring programs.

Dave currently holds the role of Vice President of Operations. Dave also manages both Live Nation Amphitheatre's in the Northwest (The Gorge & White River) directly.

Mike Schueller

DIRECTOR OF OPERATIONS



Mike came to CMS in June 1997 with a strong background in the industry. Transferring to Oregon from the Southern California area, Mike arrived with a multifaceted background in crowd management, guest services, as well as years of experience operations management. While employed as a full-time operations manager at a production facility, Mike had the desire to work in the entertainment position of the guest service industry and joined a Southern California area crowd management company in 1990. After only a short time, due mainly to his outside experience, Mike moved into a supervisory position with the company. As a Supervisor, Mike was assigned a wide variety of activities including sporting events, trade shows, concerts, and motor sports. In 1993, due to his record of performance, Mike was promoted to the position of Senior Staff Supervisor and assigned to the Long Beach Arena and Convention Center. This facility

consisted of a 13,000-seat arena, 400,000-square-foot convention center, and two performance theaters. Mike served in the position until 1996.

In April 1999, Mike was assigned to our Eugene, Oregon operations division where he was supervised of our event management at the University of Oregon. Mike was responsible for recruiting, scheduling, and the oversight of our events held at the University of Oregon facilities. Mike was promoted to the position of Oregon Operations Manager based out of our corporate office in Portland, Oregon in January 2003. He became responsible for all Oregon operations including, but not limited to, personnel management, training, scheduling, and client relations in the Oregon region.

In 2007 it was determined that the Eugene division and its clients had grown substantially in size and revenue, so CMS administration made the decision to put a full-time office in Eugene, Oregon to better service its clients. Mike has been instrumental in building our Eugene staffing base in the last 13 years and currently oversees a second Operations Manager, three on call office assistants, 60 supervisory staff, and over 1000 part-time CMS ambassadors residing in the State of Oregon.

Mike is certified with the Department of Public Safety and Standards Training in the following departments; Supervisory Manager, Private Security Provider and an Unarmed Instructor. He is also certified with the Oregon Liquor Control Commission as well as licensed to instruct. As a Traffic Flagger he is certified with the Oregon Department of Transportation and is an instructor for Flagger and Work Zone Safety and Set up. Along with his certifications, Mike's greatest strengths center on event execution, guest service operations, and client satisfaction. Part of what makes his operation so successful is the respect of his staffing base as well. In 2016, Mike was promoted to Director of Operations.

4. | Work For Fun

There's a reason that we're one of the most successful guest services provider in the US: our dedicated employees. We believe that our clients' reputations and success of their events are measured by the performance of each member of our CMS staff. Therefore, we invest hundreds of thousands of hours into recruitment, training, recognition, and continuing education for all of our ambassadors.

We like to think of it as an investment in prevention. Rather than reacting to situations with hired hands, we're protecting the fun and enjoyment of your events with our highly valued ambassadors.



Recruitment

CMS is an Equal Opportunity Employer that observes all local, state, and federal laws as they relate to employment.

CMS philosophy for recruitment is retention: Our standards of recruitment are higher than the current guest services and event staffing market. We recruit highly qualified full- and part-time staff from various social and economic backgrounds.

CMS's number one recruitment method is word-of-mouth referrals from current employees and clients who have knowledge and experience in guest services and crowd management. CMS uses an integrated social media strategy on Facebook, LinkedIn, Twitter, and our website to recruit throughout multiple states. CMS collaborates with local schools, colleges, employment offices, military/veterans' organizations, and local communities to recruit a diversified workforce.

Screening and Selection

We screen applicants with past and current employment history involving frequent interactions with people. We routinely recruit teachers, coaches, school employees, bank employees, health care staff, front counter staff, and other service professionals. We also recruit students who are

constantly communicating and interacting with others, and we recruit current and former military personnel for their discipline and dedication.

- Applicants must be at least 18 years of age, personable, well groomed, energetic, and demonstrate logical reasoning, quick thinking, and an ability to relate to others. Applicants must be friendly while not being afraid to enforce the rules, regulations, and the law.
- Applicants must meet the minimum education level as described in the position description. Preference will be given to applicants with continuing education credits.
- Applicants must meet the state licensing requirements for positions that require certifications or licenses.
- Approved driving records and valid driver's license for positions that require driving a company owned motor vehicle.
- Approved credit report for positions involving financial and security responsibilities.
- Applicants must meet the physical requirements and stamina to perform the essential functions of the position.
- Must meet the guidelines stated in the CMS Drug-Free Workplace Policy.
- Must be able to verify employment eligibility to work in the United States as stated by the Department of Homeland Security.
- Must be able to pass criminal history verification within the established guidelines.

Hiring the right employee is the driving force behind our success. Once a candidate has satisfied the minimum requirements, been interviewed, and meets the positions skills and qualifications, reference checks are completed.

Criminal History Verification Procedures

CMS adheres to all guidelines set forth by the Fair Credit Reporting Act as it pertains to the completion of any criminal or credit verification.

CMS performs a prescreen background verification on all prospective employees to the fullest extent of available information. It is an important factor in the selection of quality, responsible staff. During the application process, applicants are required to sign a release authorizing CMS to perform

a national background check. CMS also reserves the right to complete additional background verifications for position changes and advancements, licensing requirements, and to complete semiannual follow-ups to maintain enforcement on policies surrounding criminal behavior and/or convictions and the reporting thereof.

CMS utilizes IntelliCorp, a nationally recognized employment verification organization to complete nationwide criminal history on each applicant. This system completes social security number match, birthdate match, current and previous address history, driving record, arrest, conviction, sexual offender, and terrorism watch list verification on each applicant. For protection and confidentiality, IntelliCorp provides instant access to the outcome of the applicant's verification for the Director of Operations.

Retention

Our employees are our most important asset. It's because of this belief that CMS's retention rate is above average in the guest services and crowd management industry.

We give our ambassadors access to interesting people, fun activities, and challenging assignments. Members of our staff are offered opportunities to work for events throughout all regions, providing them experience with a larger variety of events and encouraging them to develop associations with other crews. We provide a competitive starting wage and an incentive pay scale based on performance and longevity.

Ambassadors have the opportunity to select the work schedule that meets his/her economic and personal needs. The more experienced and hands-on an employee, the more advancement opportunities are available.

Ambassador Benefits

- Travel to exciting venues and fun events
- Pay above industry average
- Work with our great clients
- Family-like work environment
- Rewards and recognition program
- Flexible hours
- Great opportunity for advancement
- Variety in assignments
- Bonuses
- Time off to attend continuing education



Rewards and Recognition Program

We believe in the importance of recognizing outstanding performance and longevity of service in

our employees. Our Rewards and Recognition Program provides motivational and inspirational benefits for ambassadors who provide exceptional guest services, constantly strive to accomplish company goals, and support the success of every event. By sharing the success, we create longer retention rates, provide for a more satisfying work environment, and we allow for a program that exceeds the needs of our own staff.

Ambassador Communications

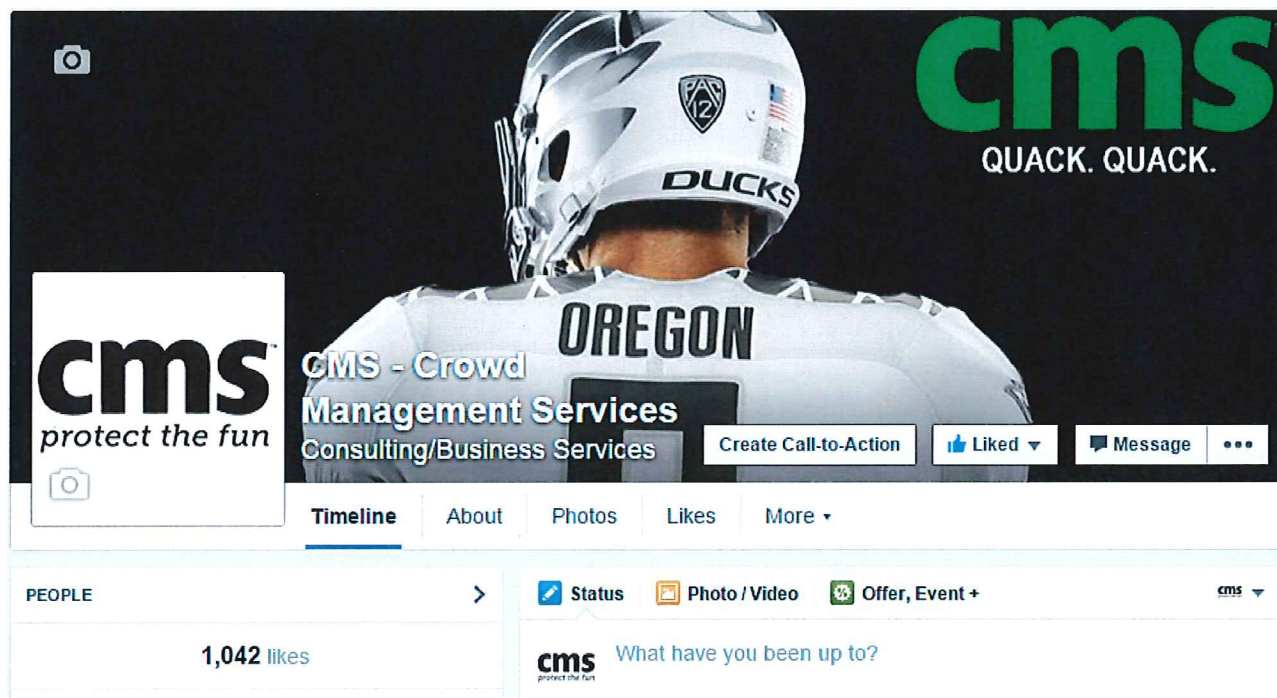
To notify employees of policy updates, schedules and activities, accomplishments of individual and successes of events, CMS has established communication tools available.

"Earpiece", a monthly newsletter

A monthly newsletter specific to each region events, staff, and activities are mailed to employees and included with payroll. This publication is designed to communicate messages, event information, and corporate activity specific to each region. In an effort to go green, we also email our monthly newsletter as well.

Social Networking

CMS maintains connections with its employees via social networking as well. With a corporate page with over 1,000 fans, as well as regional office groups, to reach out to employees.



Staff Announcement Boards

At events, CMS provides portable display boards to post event-specific information, upcoming events or activities, reward and recognition programs, training opportunities, management messages, and image reminders.

Post-Event Debriefings

Debriefings are conducted after events to discuss the event and critique performance, communicate company specifics such as, acknowledgements, promotions, training dates, recruitment programs, policy reminders, upcoming events, and general information.

Starlink Ecosystem Employee-Side

CMS has built custom web service to provide both employee-side and corporate-side information management. The employee-side interface will include functionality and variable security settings based on certifications and employee status.

Scheduling and employee update functionality will include bulk messaging via email, SMS, and other data-sharing mechanisms, drastically streamlining communications and scheduling throughout CMS's regional offices. This tool will not only reduce time spent managing resources, but will make scheduling more reliable. CMS will also be able to notify employees about required update training and certifications. Please see sample images below of an employee profile.



CMS Events

Dashboard

Events

Venues

Staff

Reports

Settings

Logout

Staff - Edit

Required field

Personal Info

First Name*

AARON

Address 1*

7032 Cadmar Lane NW

Marital Status

Single

Middle Name

C

Address 2

Home Phone*

8608304741

Last Name*

JOHNSON

City*

Seabeck

Work Phone

Nickname

State*

WA

Email*

test@test.com

Gender

Male

Zip Code*

98380

Password

cms

45

Protect the Fun

CMS Info

Payroll Flag 0	Staff Type Staff	Blazer Size ----
Department Seattle	Birth Date 01/01/2015	Coat Size ----
Trained Yes	Hire Date	Shirt Size ----
Working Status Active	Termination Date	Tie No

Certifications/Training

Uniform	<input type="radio"/>	Available Certifications First Aid Certified Add Certification
Traffic	<input type="radio"/>	
Usher	<input type="radio"/>	
Supervisor	<input type="radio"/>	
CPR Trained	<input type="radio"/>	
First Aid Certified	<input type="radio"/>	

Notes

[Edit Staff Member](#)

Making the Fun Work and the Work Fun

From our recruitment strategy to our rigorous selection process and high retention rate, you can tell how highly we value our employees. We promote from within, encouraging all of our employees to feel like they are a part of CMS's success. We emphasize that each employee is not just hired hands for the event; they are a part of each and every event's success, making them not only a part of the team but also a part of the final result.

We promote fun and being a part of a family organization. We want each ambassador to feel important, appreciated, and recognized for their consistent dedication and hard work.

Drug-Free Workplace Policy

CMS has an interest in establishing a work environment free of the influence of drugs and alcohol for the benefit of its employees, customers, and the public at large. As a result, CMS has implemented a drug- and alcohol-free workplace policy to ensure that its employees are free from the effects of drugs and alcohol while at work or on company business. This is consistent with federal regulations requiring drug testing for employees, as well as federal regulations requiring a drug-free workplace for all businesses contracting with the federal government.

Introductory Provision: Possession, Use, or Distribution of Illegal Drugs or Alcohol

The possession, use, purchase, sale, or distribution of illegal drugs (meaning those drugs for which there is no generally accepted medical use, e.g. marijuana, cocaine, methamphetamine), drug paraphernalia, or use of alcohol by an employee in a company vehicle, at a job site, on company property, or during working hours, is strictly prohibited. Any employee violating this prohibition will be terminated. CMS has an absolute prohibition against an employee's use of illegal drugs, both on and off the worksite. An employee's off-the-job illegal use, manufacture, purchase, possession, sale,

or distribution of illegal drugs, or drug paraphernalia that results in criminal charges being brought against an employee will result in the employee being requested to submit to drug testing and may result in the employee being suspended from work without pay. Any employee convicted of a criminal drug statute will be terminated from employment.

Self-Referral

Employees of CMS who consider themselves drug or alcohol dependent and who voluntarily identify themselves as such will be encouraged to obtain an evaluation by a substance abuse counselor and seek treatment if such is the counselor's recommendation. CMS will provide informational assistance in locating professional substance abuse counseling to any employee requests it.

Employees who undergo drug or alcohol rehabilitation will be expected to do so at their own expense (with the exception of those expenses by the company insurance program if eligible), on their own time, or during a non-paid leave of absence approved by CMS. Arrangements may be made to allow an employee to use vacation time during any such leave of absence.

5. | Training

10-Step Guest Service Protocol

For the purpose of creating the most enjoyable atmosphere and positive guest experience, the following represents a list of our minimum standards when addressing each and every guest.

1. Prepare to Meet Your Guests

- Review the 10-Step Guest Service Protocol prior to each event.
- Inspect your uniform and your appearance.
- Familiarize yourself with the details of the day's event.
- Inspect your work area to make sure it is ready for the arrival of our guests.

2. Smile

- Present a happy smile when addressing our guests.

3. Make Eye-to-Eye Contact

- Look each guest directly in the eye.

4. Provide a Verbal Welcome

- Announce our appreciation that the guest has joined our event.
- Utilize different welcome greetings to the guests and state each with an enthusiastic sound.
- Be sure to say "Good Morning," "Good Afternoon," or "Good Evening."
- One of the best phrases is simply "Welcome to our show."

5. Remain Visible and Present with an Approachable Demeanor

- Position yourself so that each guest can easily locate you.
- If possible, position yourself where the guests will actually walk by you.
- Appear friendly and eager to provide assistance.

6. Assertively Seek Out Guest Interaction

- Talk to strangers.
- Actively approach guests who appear to need assistance.

- Listen closely to the guest and provide answers to their needs.
- Use phrases such as “May I be of any assistance?” or “May I help in any way?”

7. Find a Solution

- If an error was made, or a guest reports a service failure, immediately address the concern and locate a solution.
- Show that we care about their concerns.

8. Display a Professional Image at All Times

- Use appropriate language.
- Be positive and enthusiastic.
- Display appropriate body language. Look approachable.
- Remain alert.
- Maintain a professional uniform appearance.

9. Display Pride in Your Job

- An unhappy ambassador creates negative guest experiences.
- Demonstrate your pride by your attitude.

10. Show Appreciation to Exiting Guests

- Personally thank each guest for patronizing our facility or event.
- Smile and request they come back again.

Stages of Training

CMS ambassadors are direct representatives of every event and every facility we serve. The image of our staff directly reflects on the image of your venue. Because of this, all ambassadors of CMS complete a thorough three-month training process, including both classroom and on-site components, before they can serve our clients.

Training is tailored to the specific job position and the specialized needs of the client’s venue or event.

In addition to providing training programs for CMS ambassadors, we can also present any of the following education programs to your staff should you desire that they acquire such training. CMS will also work with client’s existing event and venue training procedures, contributing refinements and improvements based on our industry knowledge wherever it would be most beneficial.

The CMS training process consists of several stages:

Stage 1 Orientation Standard Operations and Training Procedures (classroom)

Newly hired employees attend a five-hour Power Point presentation on Standard Operations and Training Procedures classroom training. Topics include, but are not limited to

- CMS Company Policies and Procedures
- Employment Policies and Practices
- Blood borne Pathogens OHSA Standards
- Guest Service Procedures and Public Relation Skills
- Uniform and Appearance Policies
- Crowd Management Practices
- Building Code and Fire Regulations
- Rules, Regulations, and Policies of the Facilities
- Arrest Procedures
- Report Writing
- Court Procedures
- Limited-Force Ejection Techniques
- Crowd Psychology
- Protection Profiles
- Search Procedures
- Emergency and Medical Response Procedures
- Equipment Assignments
- Communication Procedures
- Facility Management Staff
- American Disability Act Procedures
- Facility Knowledge
- Managing Disturbances
- Alcohol Management Policies



Stage 2 Facility Tours (on-site)

Once an ambassador completes the Standard Operations and Training Procedures classroom component, they tour the facility or facilities they will be assigned. During this tour, each ambassador is briefed on the various seating configurations, emergency evacuations, and the location of the facility amenities and support agencies, major tenants, and instructions on where to report for check-in.

Stage 3 Introductory Period of Employment

After completion of stages 1 and 2, each new ambassador begins a 90-day introductory employment period during which time the ambassador is assigned to events where they are trained, observed, and evaluated on their performance. Training coaches are assigned to each event to work side-by-side with our new ambassadors until each ambassador has successfully learned the job performance standards. Each ambassador is encouraged to schedule as many events as possible during this 90-day period to gain experience with supervisors, staff, and facility personnel. At the end of the introductory period, the supervisor and manager evaluate the ambassador's performance record to determine successful completion of their introductory period. Ambassadors who are unable to satisfy the introductory period are not placed in future assignments and will no longer be employed by CMS.

Stage 4 Additional Training Options Available

Ambassadors who have satisfied the introductory period and/or completed 120 hours of service become eligible to participate in additional and the placement to select special divisions. Additional training topics may include:

- Identification Techniques Dealing with ID Checks
- Street Gang Awareness
- Bootleg Vending Procedures
- Ticket Scalping
- Phone Attendant Training
- Employee Check-In Procedures
- Alcohol Awareness and Beverage Enforcement Teams
- Verbal Judo - Tactical Communications

CPR and First Aid

Managers, Supervisors and selected staff are trained in first aid and CPR by a CMS certified instructor. Standard First Aid and CPR Training is an eight-hour course taught in groups of ten or fewer to assure each staff member becomes well versed in the proper procedures. Supervisory staff and ambassadors trained in first aid procedures are assigned to selected venues and to specific contracts.

Guest Services Advanced Education

CMS staff receive advanced training in all aspects of guest services duties including instruction on proper ticket inspection and entrance procedures and training in seating configuration, stolen ticket procedures, emergency medical procedures, emergency exiting, and guest services policies.

Techniques of Effective Alcohol Management Training (TEAM)

Ambassadors attend training sessions to learn about your facility's alcohol policies and procedures and how to implement them. This program provides ambassadors with solid groundwork in alcohol awareness, including such issues as blood alcohol concentration, checking identification, and how to spot impaired guests.

Alcohol Monitor Training

In order to meet the requirements of the State of Washington rules and regulations addressing alcohol service at public events, CMS is in liaison with agency representatives. Members of our Beverage Enforcement team attend a four-hour Alcohol Server Education Program. This course, along with our own in-house beverage training programs, certifies staff to serve as alcohol monitors at events we service.

Uniformed Security Training

Some ambassadors are selected for a training program that educates them in quasi-police functions. Areas such as arrest procedures, custody, report writing, protection profiles, and facility protection are covered in greater detail in this training.

In order to comply with legislation regarding training requirements for security personnel, CMS contracted with the Professional Security Television Network (PSTN) to utilize their professional training program. PSTN, the sister network of the Law Enforcement Television Network, provides twelve modules of basic training to security personnel. This program has been approved by Oregon and Washington to fulfill all aspects of licensing programs. In addition to the PSTN program CMS has designed a comprehensive training program of its own which provides not only training mandated by the states but also additional aspects of the uniformed security agent's responsibilities at crowd events and specific contracted facilities.

Continuing Education

At various times throughout the year, CMS holds additional crew meetings to update procedures, allow for questions, introduce new members, and review past training. Advanced leadership and supervisory training is offered to employees who have demonstrated a long-term service commitment to CMS and our clients. In 2014, CMS created and launched a fully responsive online university for the most up to date training practices and custom venue modules.

cmsUniversity



Description

CMS orientations, training programs, and instructional manuals have been recognized as superior by local law enforcement, liability and workers' compensation insurance professionals and clients.

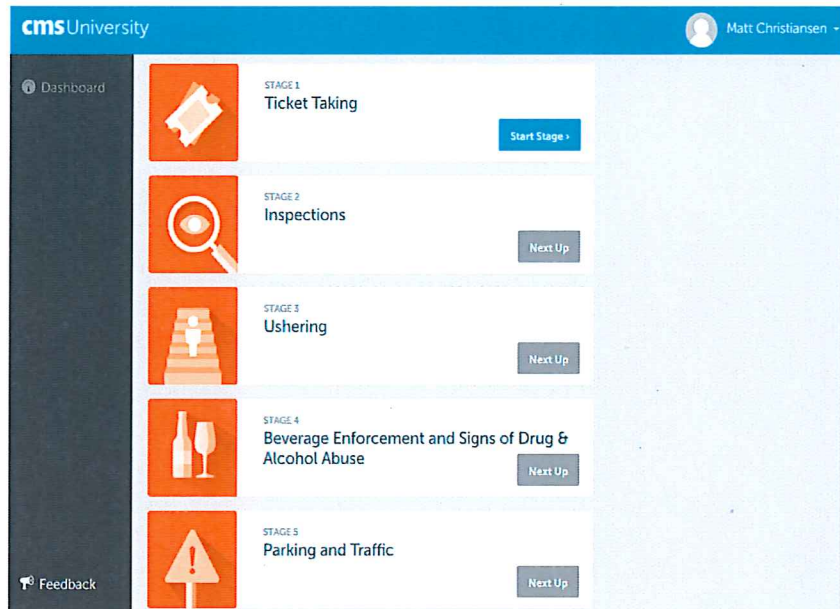
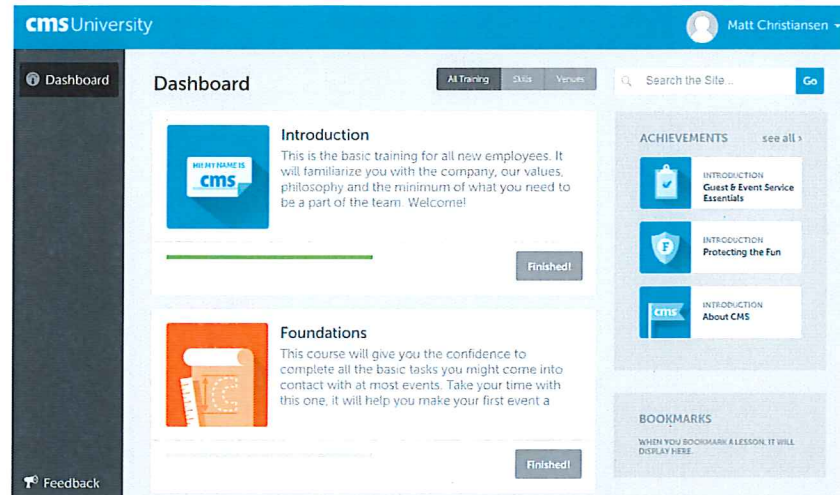
CMS continues this level of training excellence with our online university for continuing education for employees, supervisory staff, as well as clients interested in seeing how it works. Based on the content and high standards of the existing basic orientation and training, we have created a series

of training modules with multiple-choice tests and printable certificates of completion. These training modules will complement face-to-face orientation and annual meetings.

A sample of module topics includes guest services, alcohol awareness, sexual harassment, ADA sensitivity training, blood borne pathogen, and parking and traffic control. CMS will offer advanced training to include supervisor training and crew leader training modules. (Please see University examples on the right)

In addition to our standardized orientation and training, we also offer event and venue-specific training modules for our clients. New employees will learn specific information about the client's event or venue and existing employees assigned to a new event or venue can easily prepare themselves for the unique rules, needs, and challenges their new assignment.

For those employees without access to computers, we have provided training kiosks in our offices. After employees have passed the test, a time and date stamp is added to their file, and they can view their current certifications at any time through the integration with our Starlink Ecosystem. Employees are required to take update courses every two years.



Benefits

We have setup our training modules to capitalize on the strengths of delivering information online. The modules are well designed, clear, and engaging. Immediate testing allows CMS trainers to gauge employees' comprehension and mastery of the training material presented.

Employees can take training modules at their convenience, in a predetermined sequence, and then view their current certifications through the Starlink Ecosystem. Supervisors and trainers benefit from this streamlined tracking system, ensuring that only appropriately trained employees are available for scheduling if they have completed the necessary training modules required for the assignment. The CMS Online University reduces man-hours required to coordinate training sessions and eliminates the challenge of finding and scheduling multiple training dates.

The CMS Online University increases CMS's protection from liability exposure. Clients can work with CMS to create event- and venue-specific modules to clearly and consistently train new and newly assigned employees in their unique policies and procedures. All modules can be immediately updated as local and state regulations change, ensuring that our trainings are as accurate as possible.

CMS Training Manuals

It is our policy to design training procedures encompassing each of the facilities we serve. The following is a brief description of the manuals we produce and a sample table of contents of each.



Standard Operations and Procedures Training Manual

This manual contains all the necessary training information associated with the duties and responsibilities connected with our crowd management and guest services functions. The manual was designed as a complete training guide for all new staff members to assure each will have a thorough understanding of our organization and our practices. The table of contents is as follows:

- Chapter 1 Introduction
- Chapter 2 Corporate Structure
- Chapter 3 Guest Service Procedures
- Chapter 4 Scheduling
- Chapter 5 Ticket Taker Training
- Chapter 6 Ushering Services
- Chapter 7 Crowd Control Management
- Chapter 8 Alcohol Management Procedures
- Chapter 9 Parking and Traffic Division
- Chapter 10 Uniform Division
- Chapter 11 Importance of Incident Reports
- Chapter 12 Protection Profiles
- Chapter 13 Uniform Appearance
- Chapter 14 Facility and Event Site Knowledge
- Chapter 15 Communication System
- Chapter 16 Police Relations
- Chapter 17 Medical / Crowd Emergency Procedures
- Chapter 18 General Information - Events
- Chapter 19 General Information and Procedures
- Chapter 20 Employee Service Department Issues
- Chapter 21 Conclusion



Supplemental Training Manual

This manual is designed, developed, and documented to train members of our staff on specific aspects of individual client facilities, procedures, and guest services policies. We design each specific manual after we have become a service partner and have had the opportunity to learn all of the specific aspects of our clients programs. Examples of topics addressed include:

- Introduction To The Client and Facilities
- Introduction of Client Management Staff
- Introduction of Key Contractors
- Rules and Regulations
- Facility Maps
- Seating Configurations
- Entry Locations
- Line Control and Admission Policies
- Search Policies
- Staffing Assignments
- Strategic Assignment Responsibilities
- Procedures for Addressing Guest Complaints
- Cultural Diversity
- Facility Reports
- Beverage Enforcement Policies and Procedures

Additional Training Manuals

In addition to the Standard Operations and Procedures Training Manual, CMS maintains numerous additional training manuals that are utilized for specific training associated with our various divisions. The following manuals are utilized for training purposes in our CMS division:

- Guest Services - Usher Training
- Guest Services - Ticket Taker Training
- Supervisors Manual
- Emergency Procedures Manual
- Report Writing Manual
- Phone Attendant Manual
- 24-Hour Security Manual
- Alcoholic Beverage Enforcement Manual
- Gang Awareness Manual
- Bomb Threat Procedures
- Blood borne Pathogens

In examining each of our training manuals you will discover that CMS is an industry leader in providing a wide range of training and educational material for our guest services, crowd management, and uniformed security staff. Our training and educational programs far exceed the current market in the guest services industry.

Video Training Library

In addition to our in-house training manuals, CMS maintains a video-training library to enhance our training sessions and to provide more detailed training for select divisions or assignments. The following represents a list of our current video-training library:

- TEAM Training
- Card Tricks - Identification Procedures
- Host Services
- Safe, Secure, and Aware: Blood borne Pathogens
- Handling Bomb Threats
- Fire Apparatus and Responsibility
- Disaster Management
- Accident Avoidance
- Interacting with Disturbed Persons
- Access Control
- Report Writing
- Guest Service Begins with Me
- Dealing with the Problem Guest
- Americans with Disabilities Act
- Emergency Planning at Public Facilities
- Safety Awareness at Public Facilities
- Patrons with Disabilities
- Dealing with Difficult People
- Tactical Communications

The Basic Security Officer Training Series video library includes the following titles:

- Intro to Security
- Importance of Security Officers
- Legal Issues Part I
- Legal Issues Part II
- Human & Public Relations
- Communications
- Patrol
- General Duties
- Report Writing
- Fire Prevention & Control
- Emergency Situations
- Safety
- Professional Security
- Security Officers Role in Crime Prevention
- Secure Parking
- Defense Tactics
- Crime Scene Containment
- Responding to Hazardous Material
- Tactical Communications
- High Rise Building Security
- Patrol Procedures
- Liability Issues for Security

6. | Alcohol Awareness Plan

Guests who drink alcohol at events are more likely to become involved in traffic crashes on the way home than those who don't. According to the National Safety Council, about 40% of all vehicle crash deaths currently involve alcohol.

We recommend that management at public assembly facilities implement Facility Alcohol Management (FAM) programs specifically designed to reduce both alcohol-related problems during events and the potential for alcohol-related crashes when guests drive home.

The FAM program works by implementing employee training called Techniques for Effective Alcohol Management (TEAM) based on clear policies and procedures.

What is TEAM?

In 1985, a coalition of private and public sector organizations formed Techniques for Effective Alcohol Management (TEAM) as a response to public concern over the number of traffic fatalities involving excessive drinking at public assembly events.

TEAM is a nationally recognized alcohol awareness program produced by the National Safety Council. TEAM utilizes all employees of each venue to help create a managed environment. This course is approximately four hours in length and presents a commitment to ensuring responsible sale and consumption of alcoholic beverages in your facility.

The objective of the TEAM program is to help employees understand how to carry out the policies and procedures of alcohol management developed by all facilities of which CMS is associated.

How does FAM work?

The general concept of managing the consumption of alcohol is based on:

- training of Beverage Enforcement teams
- responsible sales of alcohol
- managing the consumption at each event, and
- incident tracking of violations.

Each one of these aspects plays a major role on the success of the plan.

Management Assessment and Policy Formulation

First, FAM program staff helps you assess your facility's current policies on alcohol sales and consumption. Then FAM works with facility management to formulate an Alcohol Awareness Operational Plan that address such issues as the admission of guests with alcoholic beverages, on premise sales to impaired guests or minors, transportation alternatives for impaired guests, and increasing public awareness about the risks of drinking and driving.

Once the plan is finalized, CMS management and City of Spokane management will meet and introduce our operational plan. CMS will also invite the City of Spokane management to our TEAM training meetings so they can be aware of our programs. This operational plan will allow each facility to educate its guests on the responsible sale and consumption of alcohol at each event.

While our main emphasis is always on prevention, we also understand the necessity for enforcement of violations of the policies and procedures. Should the need arise, enforcement will generate incident reports, evictions, and/or arrests as the plan is implemented. (See Incident Tracking System located in this chapter.)

Facility Ambassador Training

Ambassadors attend training sessions to learn about your facility's alcohol policies and procedures and how to implement them.

TEAM training deals with classroom discussions on misuse of alcohol and the problems an employee will face dealing with this misuse. It also summarizes the legal effects of this misuse of alcohol at your facility. Some of the discussions include:

- How to reduce liability exposure
- Alcohol overview and how it effects people differently
- Blood alcohol content
- Steps to take to know when to intervene and when to give advice or suggest advice
- Alternative ways of controlling impairment: amount consumed, amount of food in stomach, time span, and mood.
- Implementation of policies and procedures

The classroom style of training allows for individuals to suggest ideas in their particular department that all employees can utilize.

Policy Implementation

Our Beverage Enforcement teams will work together with facility food and beverage employees to ensure a standard plan of action for the implementation of this alcohol awareness program.

The Beverage Enforcement team allows the crowd management and guest services staff to concentrate on crowd-related activities while the alcohol teams are directly responsible for

monitoring the consumption of alcoholic beverages in the facility. These Beverage Enforcement team members will be strategically placed throughout facilities with clearly identified staff shirts. Their job is to only deal with alcohol-related issues.

Ushers and crowd management staff will be utilized to support the beverage teams when necessary. Beverage Enforcement teams will not provide any other functions for the facility. Their only responsibilities will include:

- Checking of identification of any guests who do not look at least 30 years of age
- Controlling the passing of beers by adults to minors
- Preventing over-consumption of alcohol by guests
- Cutting off guests who have consumed too much alcohol or violated beverage policies
- Controlling consumption of outside alcohol
- The creation of an identifiable Team that creates the knowledge by our guests that we are totally observing and managing the consumption of alcoholic beverages in the facility

Program Evaluation

FAM will also help you assess the effectiveness of the policies and procedures developed through the FAM program in order to identify any needed modifications. FAM outlines the types of data that should be collected, provides sample forms to track implementation, and offers step-by-step instructions on conducting periodic evaluations of program implementation.

Why should my venue participate in FAM?

There are so many reasons to participate in the FAM program. FAM is easy to implement and can be adapted to meet the special needs of any facility. TEAM training will improve your facility's crowd management, promote facility safety, and increase the enjoyment of your guests. Your guests will be more aware of your policies and will be more inclined to honor them without incident, preventing the need for enforcement measures. There will be less rowdiness at your facility and families will appreciate the improved atmosphere. What's more, they'll want to come back again and again. And because it is so effective, FAM will help reduce potential liability problems.

Our success in carrying out this program benefits everyone—management, employees, guests, and the community.

Incident Tracking System

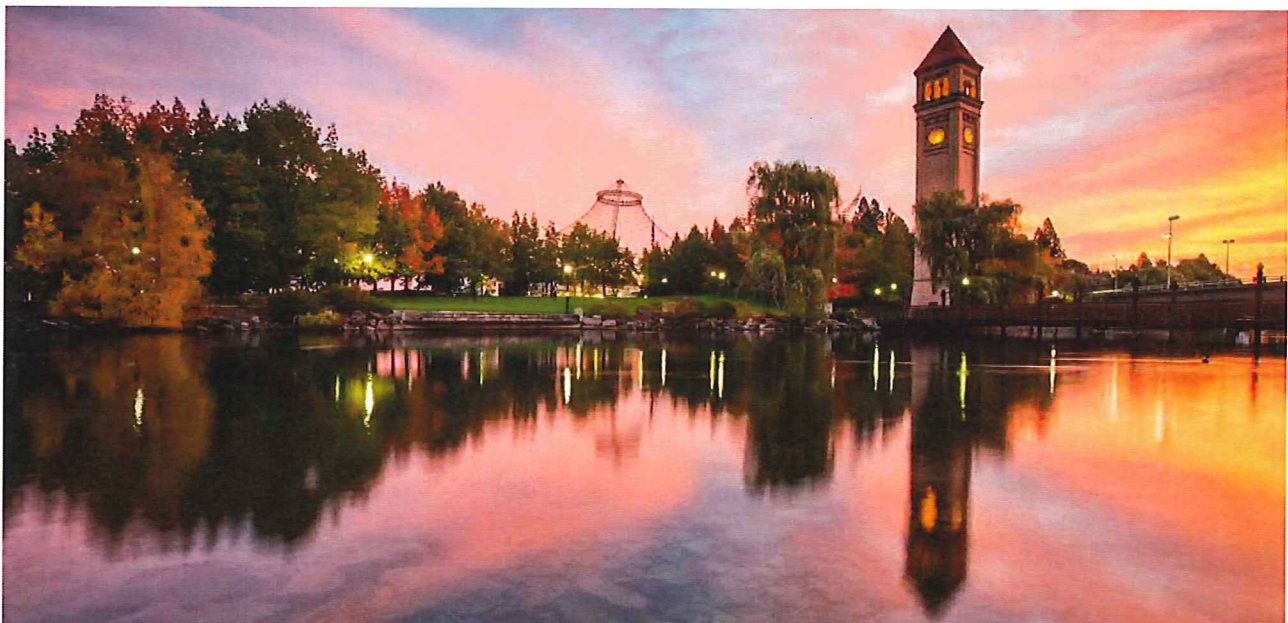
Due to a huge rise in liability exposure to all entertainment facilities, food and beverage contractors, and crowd management companies, it is critical for each alcoholic beverage enforcement operation to develop and implement a tracking system of incidents that occur involving your facility. This will include all types of incidents, but will allow you the opportunity to separate alcohol-related incidents

by type. There are two different reporting methods CMS will implement in its tracking of alcoholic beverage-related incidents.

The first method involves reporting incidents by location, time, employee, and type of incident. CMS management tracks this reporting method. After each event, the CMS manager will input information from each incident report written by CMS staff. A database is created to log this information. This reporting method allows us to track where and at what time incidents occur most in your facility. As you build this database, you will be able to develop trends in time and location for when the potential for incidents will occur. This allows you the opportunity to relocate staff to problem areas, control the time alcohol is served during different types of events, and to monitor which staff are involved in evictions. Graphs and charts are created to monitor each item. This tracking system will be ideal should there be any liability exposure to an incident.

The second method involves tracking attendance, amount of staff utilized, evictions per staff, crowd to staff ratio, cost per eviction, and number of guests per eviction, alcohol-related eviction percentage, and non-alcohol-related eviction percentage. This information can be utilized more internally for cost factors and to manage impairment issues. The information also tracks the total number of staff employed per event for alcohol awareness and enforcement. This report will be generated by CMS management and made available to Seattle Center management.

CMS firmly believes that consistent communications between the management team, state liquor control commission, and law enforcement will allow for this program to grow, and will reduce the number of visits from field agents. CMS is committed to making this program successful at City of Spokane facilities, and to build a strong relationship with the Moscow area liquor enforcement staff as we have elsewhere at other venues. To ensure the Alcoholic Beverage Operation Plan is in proper compliance, all staff in City facilities, whether it is guest services, ticketing, parking, food and beverage, or crowd management will need to work as a team to watch for the signs of impairment and to alert the proper representatives when they come into contact with a potential alcoholic beverage-related problem situation.



7. | Client Relations Program and Quality Assurance Process

CMS has a reputation for its innovative and effective crowd management and guest services programs. We are often the first in our industry to develop and present concepts for guest relations, public safety, and crowd management operations. Our approach to client relations and quality assurance is equally as innovative and effective.

As of July, 2014, CMS has created a position for this purpose. The Head of Marketing and Client Relations resides at our corporate office in Portland, Oregon. This position oversees all staff quality assurance, and implements different techniques catered to client needs to ensure expectations are being met.

Because we are more than just hired hands—we're a vital part of your business—we believe that our performance should be subject to rigorous assessment and evaluation to ensure that we are providing the highest quality of service at your event and venue, every time.

Client relations and quality assurance are more than just implementing a program. They are a process, and how we manage the process is what sets us apart from all others.

Our mutual success depends on taking risks, evaluating feedback, and implementing constant improvements.

Client Relations

The CMS Client Relations Program assesses and evaluates client satisfaction with local management, crew operations, guest services programs, and event performance. The program functions outside of the regional office point of contact and is instead managed by our Head of Marketing and Client Relations through our corporate office.

The program is not merely a measurement tool. It is also responsible for generating timely responses to your feedback, ensuring we are not just meeting—but always exceeding—your expectations.

Measuring

We have designed and developed innovative measurement systems to measure how you, your guests, your sponsors, law enforcement, and our ambassadors would describe and/or rate both our guest services programs and your venue's programs.

Our client experience measurement process includes, but is not limited to, phone calls, survey "report cards," attending client staff meetings, quarterly evaluations from select department heads, focus groups of supervisor-level staff, and face-to-face meetings with client's representatives.

Our guest experience measurement process includes, but is not be limited to, event entry surveys, event exit surveys, facility guest services centers, questionnaires, audits, field comment cards, verbal complaint/comment, telephone contact, letters, e-mails, and other creative ways to solicit guest feedback.

Our staff is trained to receive each comment or complaint in an interested and concerned manner and to following a standardized six-step process to respond and properly document it both during and after the event.

Our Director of Operations will contact event sponsors, contract representatives, and law enforcement to gather feedback on and measure satisfaction with CMS's performance.

CMS regularly gathers first-hand feedback from all levels of our organization through focus groups, partner programs, critique sessions, evaluations, and suggestion cards.

Reporting

All results from client, guest, and sponsor conversations, questionnaires, surveys, and report cards are reviewed in detail with the appropriate regional manager. The Director of Operations also regularly reports findings to the CEO.

The report allows us to spot patterns and trends in program feedback, rate our programs' performance, and guide the development of new and enhanced guest services operations.

Clients are welcome to contact our Director of Operations with any concerns or questions at any time. The Director of Operations will then address these concerns with our Chief Executive Officer and respond immediately.

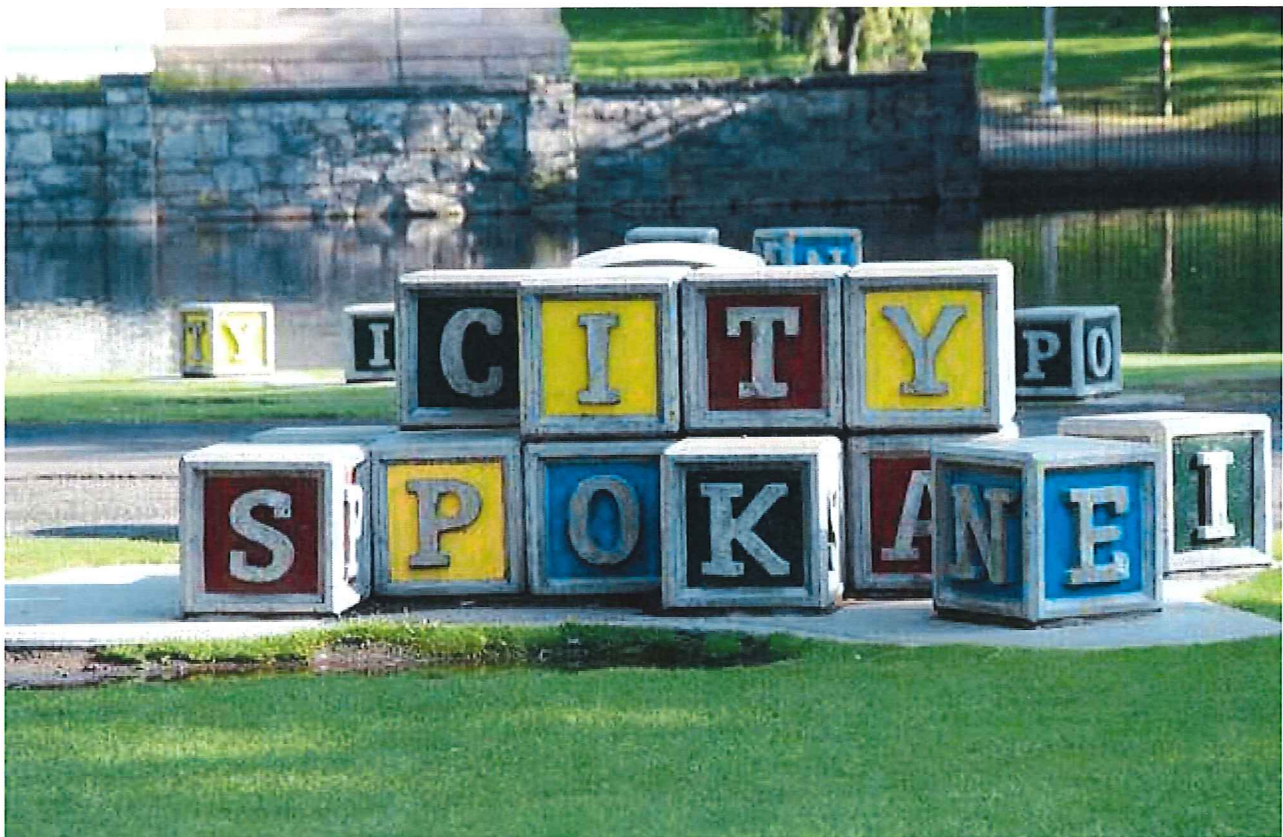
Our Client Relations Program and Quality Assurance Process aids in developing and maintaining strong relations with each client.

Responding

The ultimate goal of CMS's Client Relations Program and Quality Assurance Process is prevention. The more we learn, the better able we are to prevent the same issue from arising again within your facilities or during your events—and everywhere CMS serves. We respond to, and take action as a result of, both positive and negative feedback from guests, clients, sponsors, law enforcement, and our CMS staff. Our responses are tailored to the unique situation. Responsive measures include, but are not limited to:

- Developing a site-specific training program (if your facility doesn't already have one)
- Using report cards to develop achievable action plans that address one-year goals, two-year goals, and three- to five-year goals with specific tasks, priorities, timelines, and staff accountability
- Recognizing outstanding performance, rewarding exceptional behavior, and acknowledging those who succeed in exceeding expectations

- Making changes to your facility's supplemental training manual and our training courses to ensure institutional knowledge is passed on
- Endorsing any experimental programs where expectations have been exceeded and implement them at other venues
- Making personal contact with the guest via phone call, letter, or email to acknowledge and address the complaint or concern
- Announcing corrective procedures in briefings, newsletters, and our crew check-in facilities



8. | Clients

2016 Current Clients

Major Clients

- University of Oregon
- Live Nation
- The Gorge Amphitheatre
- The Portland 5
- Montana State Fair
- Portland Expo Center
- Yakima SunDome
- White River Amphitheater
- University of Montana
- Central Washington State Fair
- Gonzaga University
- Montana MetraPark
- Montana State University
- Oregon State Fair
- Tanana Valley State Fair
- Alaska State Fair
- University of Idaho
- Matthew Knight Arena

Special Clients

- Dune Fest
- Fort Vancouver 4th of July
- Rhinelander Oktoberfest
- Southwest Washington Fair
- U of O Public Safety Dept.
- Cuthbert Amphitheater
- North Idaho Fair Association
- Oaks Fun Park
- Omak Stampede
- The Bite of Oregon
- University of Montana
- Washougal National Motocross
- OSAA Sports
- Vancouver Sausage Fest
- Seaside Convention Center
- Festival of Trees
- Salem RV Show
- String Cheese Incident
- Bloomsday Run
- Puyallup Oktoberfest
- Loggers Jubilee
- ESPN
- Bite of Seattle
- Eugene 4th of July Festival
- ESPN X Games
- Global Events Group
- Freedom Festival / Art in the Vineyard
- Holiday Lights
- Taste of Tacoma
- Festival's Inc.
- Monqui Presents
- NIKE
- LPGA Tour
- McCormick & Schmicks
- Central Catholic High School
- U of O Fraternity Organizations

- Wine & Pear Festival
- Portland International Beer Festival
- Washington County Fair
- Party Prince Entertainment
- Schuler Performing Arts Center
- Rock & Roll 1/2 Marathon
- Regeneration Festival
- Cirque du Soleil
- Les Schwab Amphitheater
- Edgefield Amphitheater
- Portland Blues Festival
- Willamette High School
- Collectors West
- Big Lava Events
- Red, White & Blues Festival
- Yakima 4th of July Celebration
- Warp Tour
- Horning's Hideout
- Central Washington University
- Grand Old 4th
- Moses Lake Roundup
- Portland Pride
- Big Sky Games
- Montana State University Police
- Northern International Livestock Expo
- Canby High School
- Cascade Games
- Spokane Visitors & Convention Bureau
- Spokane Alliance
- Central Valley School District
- Portland Rose Festival Rose Cup
- NW Christian School
- Community Colleges of Spokane
- Beasley Performing Arts Coliseum
- Food Service of America
- Northeast Washington Fair
- OSU Fraternity Organizations
- Prime Time Tickets
- Portland Swap Meet
- Summer Brewfest
- Spokane City Hall
- 11 11 Productions
- Knitting Factory
- Pacific University
- LB Day Amphitheatre
- Aramark
- Oregon State Fair Events
- Redhook Ale Brewery Inc.
- Portland Brewing Company
- US Amateur Open
- Yakima Bears
- Issaquah Chamber of Commerce
- Montana Intercollegiate Athletics
- Montana Expo
- MSU Conference Services
- Sheridan-Wyoming Rodeo
- Yellowstone Horse Racing Alliance
- Washington Interscholastic Activities Assoc.
- Joel Ferris High School
- Washington Assoc. of School Administrators
- East Valley High School
- Lewis & Clark High School
- Riverside High School
- West Valley High School
- Firstnight Spokane
- Youth Symphony
- Lake Coeur d'Alene Cruises
- Six Bridges Art Association
- The Met
- Whitworth College
- Community Celebrations Inc.
- AA Sports

- Spokane School District 81
- West Coast Entertainment
- Center Plate
- Shadle Park High School
- ESPN Sports
- Westlake Promotions
- Concerts 1st
- Downtown Events Management
- Portland Rose Festival Association
- Willamalane Parks & Recreation
- Oregon Beverage Service
- Spokane Fox Theater
- Holly Day Fair
- Oregon Summer Festival
- Big Green Events
- Fox Sports Network
- Helensview High School
- Hult Center for Performing Arts Events
- Barlow High School
- ABC Sports
- University of Oregon Cultural Forum
- Turner Sports
- West Linn High School
- Aladdin Theater
- Valley River Inn
- Billings Depot
- Gem Faire
- Kesey Enterprises

Major Annual Contracts

The following represents a summary of the major contracts CMS currently maintains as it relates to our CMS division. CMS manages the crowd services for a number of additional venues and events where multi-year contracts are not utilized. A list of our current clients can be located elsewhere in this presentation.

Live Nation

Primary Business: concert promotion/public assembly facilities

Contract #: N/A

Services: crowd security, ushering, ticket taking, parking, traffic and uniform security

Services Began: 1992 (1989 previous owners)

Current contract Award: 2011

Term: 3 years

Expires: December 2017

Contract Value: \$1,500,000 yearly

Contact Person:

Danny Wilde, Live Nation
754 Silica Rd.
Quincy, Washington 98848
(509) 785-6262

Scope of Services: Contractor agrees to provide crowd control personnel, parking/traffic directors, ushers, ticket takers, peer security, and foot patrol security personnel as requested by Live Nation

in connection with those attractions to be staffed at The Gorge Amphitheatre in George, Washington and the White River Amphitheatre in Auburn, Washington.

Facilities:

- Gorge Amphitheater – 25,000-capacity attendance
- Campground – 8,000-capacity attendance
- White River Amphitheater – 20,000-capacity attendance

MetraPark

Primary Business: fairgrounds/public assembly facility

Contract #: N/A

Services: crowd security, traffic & parking, guest services, uniformed security, event cleaning

Services Began: July 2000

Current contract Award: February 2012

Term: 7 years

Expires: February 2019

Contract Value: \$800,000 yearly

Contact Person:

Bill Dutcher
MetraPark
P.O. Box 2514
Billings, Montana 59103
(406) 256-2410

Scope of Services: Provide the MetraPark facilities crowd management, guest services, event cleaning, traffic and parking services, on an event-by-event basis.

Facilities:

- Fairgrounds – 50,000-capacity attendance
- Arena – 12,000-capacity attendance and utilized for concerts, sporting events, trade shows, conventions
- Grandstands – 6,500-capacity attendance and utilized for concerts, horse racing, motor sports
- Grandstands Amphitheatre – 20,000-capacity attendance and utilized for concerts and festivals
- Montana Pavilion – 18,000 square foot multipurpose facility utilized for sport shows, trade shows, conventions, and livestock events

State Fair Park | Yakima SunDome

Primary Business: fairgrounds/public assembly facility

Contract #: N/A

Services: crowd security, traffic & parking, guest services

Services Began: May 1992

Current contract Award: Nov 2014

Term: 5 years with renewable options

Expires: N/A

Contract Value: \$250,000– \$350,000 yearly

Contact Person:

Greg Lybeck, CWSF
STATE FAIR PARK
1301 South Fair Ave.
Yakima, WA 98901
(509) 248-7160 ext. 107

Scope of Services: To provide the CWSF facilities crowd security, guest services, traffic services, and parking services on an event-by-event basis. Description of services include:

Peer Group Security – Uniformed attendant who provides peer group crowd control, direction, and enforcement of facility rules and regulations governing patron conduct during events.

Parking Attendant – A uniformed attendant who aids patrons by providing directional guidance and collection of parking fees during entry to and exit from facility parking areas.

Admission Control Attendants – Uniformed attendant who accepts tickets from patrons, provides limited directional guidance, and secures doors from unauthorized entry.

Usher – Uniformed attendant who aids patrons by providing directional guidance between entry points and seating or other patron use areas.

Professional Advise and Consultation – It is the responsibility of CMS, based on their professionalism in the industry, to tender expert advice, assistance, and services as it relates to this agreement.

Coordination with Official Authorities – CMS will maintain ongoing communications with our representatives of local police, fire, traffic, and medical service agencies to assure professional relationships remain throughout the terms of this agreement.

Facilities:

- Fairgrounds – 50,000-capacity attendance and utilized for fair activities
- SunDome – 8,000-capacity attendance and utilized for concerts, sporting events, trade shows, conventions, family events
- Stadium – 8,000-capacity attendance and utilized for baseball and concerts
- Grandstands – 5,000-capacity attendance and utilized for horse racing, rodeos, concerts, thrill shows
- Grandstands Infield: 20,000-capacity attendance and utilized for concerts, festivals

State Of Oregon – University of Oregon

Primary Business: educational institution

Contract #: 00-01-601

Services: crowd security service, guest services, parking and traffic

Services Began: 1982

Current contract award: July 2012

Term: three-year term

Expires: June 2015

Contract Value: \$1,000,000

Contact Person:

Mike Duncan
U of O Athletic Dept.
2727 Leo Harris Parkway
Eugene, Oregon 97401
(541) 346-5860

Scope of Services: Contractor shall provide security and guest services personnel as needed for University of Oregon Athletic events and activities at Autzen Stadium, Matthew Knight Arena, Hayward Field, as directed for assignments, including but not limited to gate/door captain, gate/door check, admission control, seating control, field and bench security, locker room security, Sky Building, Stadium Club, and Press Box Security, monitor reserved parking/facility access and floor security. Contractor will also provide parking and traffic services.

Facilities:

- Autzen Stadium – 56,000-capacity attendance and utilized for sporting events and concerts
- Hayward Field – 10,500-capacity attendance and utilized for track and field competitions
- Matt Knight Arena – 12,500-capacity attendance and utilized for basketball, concerts, and special events

Alaska State Fair

Primary Business: state fairgrounds

Contract #: N/A

Services: crowd management, traffic and parking, beverage enforcement

Services Began: August 2001

Current contract Award: July 2013

Term: 5-year term

Expires: September 2017

Contract Value: \$480,000 yearly

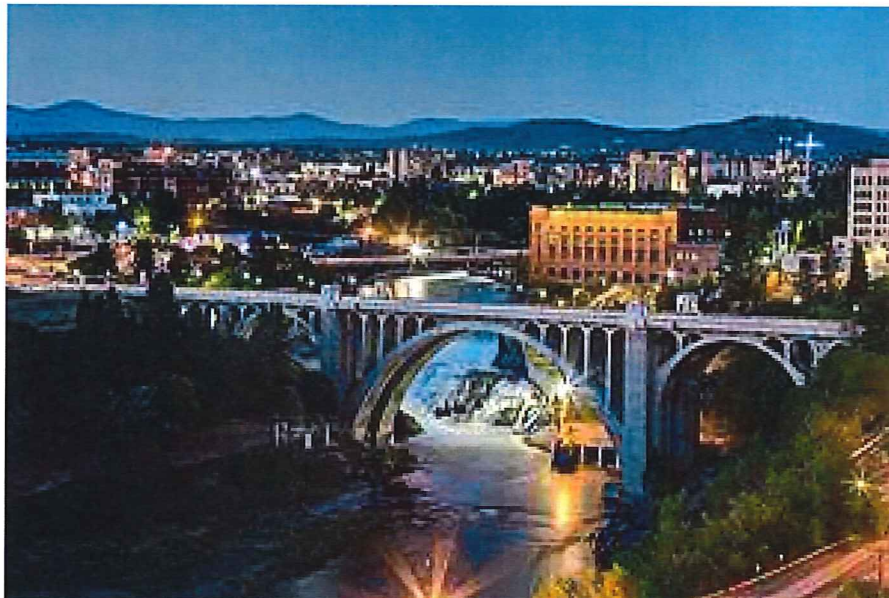
Contact Person:

Jerome Hertel
2075 Glenn Highway
Palmer, AK 99645
(907) 746-7162

Scope of Services: Provide CMS for the 12-day annual fair held in August and September for the purpose of enforcing fair rules and regulations, public safety, and guest services. Support year round interim events. Provide overnight security and access control to prevent on-grounds theft and protect items maintained on the fairgrounds. Provide all traffic and parking services so as to affect the ingress, egress, and functional parking activities for the fair guests and participants.

Facilities:

- Fairgrounds – 60,000-capacity attendance and utilized for annual state fair and yearly interim events



9. | Equipment and Uniforms

CMS maintains a large inventory of equipment at each of our five area offices. While each office maintains specific equipment in association to their contract needs, not all offices retain the same equipment. Therefore, in time of specific need, any office can borrow necessary equipment on a short-term basis. The following represents additional company owned equipment available to this contract.

Equipment

453	Motorola Radio Communicators	2	20 x 20 Canopies
28	Motorola Radio Headsets	5	10 x 10 Canopies
30	Motorola Radio Speaker/Mics	1	20 x 60 Canopy
3	Motorola 16 Channel Base Radios	36	Hand Held Metal Detectors
2	Motorola Repeater Base Stations	120	"A" Style Barricades
26	Motorola Cellular Telephones	600	18" Traffic Cones
14	18-Watt Power Megaphones	200	28" Candle Cones
5	Digital Cameras	200	42" Candle Cones
160	Flashlights	250	Stanchions
5	Motorcycles	148	Traffic Directional Signs
6	Mountain Bikes	200	Wand Lights (Orange)
2	Club Cars	7	Generators
2	14" Set Up Trucks		

Uniforms

1,400	Security Shirts – Royal Blue	500	Sweater Vests (Green)
160	Beverage Monitor Team Shirts (Navy)	60	Admission Aprons (Royal Blue)
140	Beverage Monitor Jackets	360	Parking Shirts (Orange/Lime Green)
1,200	Security Jackets (Royal Blue)	144	Parking Vests (Orange)
144	Security Supervisor Shirts	224	Parking Jackets (Orange/Lime Green)
96	Security Supervisor Jackets	72	Parking Aprons (Orange)
500	Ties	124	Parking Raingear (Lime Green)

Radio System

Radio communications plays a valuable role in the process of managing crowds. Whether the event centers around a small musical audience, or an outdoor activity drawing thousands of guests, an advanced communication system will provide an important link between event promoters, local police, medical teams, and back-up response.

While a professional radio system can make the difference between life and death in medical situations, it can also reduce the risks, protect liabilities, and even reduce manpower costs. It all depends on the type of system utilized.

For years CMS has maintained a large inventory of Motorola radio communicators capable of sixteen - channel operations on privately assigned frequencies. We also utilized a portable repeater base station capable of ten mile communication as a Dispatch Center. It was a system well advanced of all agencies claiming the ability to manage crowds.

Today our system is far advanced of all systems. Currently we maintain an inventory of 453 Motorola radios all of which are capable of operating up to seven licensed channels. Aside from two portable repeaters we also maintain a 100-watt repeater capable of communicating over a 30-mile radius.

Uniform Appearance



CMS will provide whatever style and color of uniform appearance desired. What we propose here is our new uniform appearance and color that serves as our trademark throughout the greater Northwest. Should you desire to have another style, form, or color of uniform, we will gladly accommodate.

We are very particular about the uniform appearance in each and every division and department of our corporation. A uniform presents the image of both our staff and the facility itself. An inexpensive or poorly designed uniform will present a substandard or unprofessional appearance. Likewise, a well-designed and classy uniform will present a highly professional appearance thereby enhancing the image of the facility.

Peer Group Crowd Management



Our proposed uniform consists of our new royal blue and white polo style pullover shirt with black pants, black belt, and black or white shoes. The jacket is royal blue and black.



Our proposed uniform consists of a forest green vest over a white button up shirt with a tie worn with black pants, black belt, and black or white shoes. The jacket shown below is forest green and black.

Traffic and Parking Teams



Due to the changing weather conditions we supply a variety of uniforms for our parking staff. In warm and dry conditions, our staff will be assigned a three button down collar shirt, orange with white lettering or lime green with black lettering in color and clearly marked as "Parking" on the back. In cooler weather conditions, we will supply a yellow rain jacket clearly marked as "Parking" on the back. We also will supply a complete set of raingear, including pants and hooded jackets for inclement weather.

Beverage Enforcement



Our beverage enforcement and alcohol monitor team's uniform consist of a royal blue polo style pull over shirt with white lettering. They wear black pants, black belt, and black shoes. Navy blue hats are assigned at specific venues or events. The jacket consists of a navy blue sports style jacket with bold gold lettering.

Uniformed Security / Progard



Our Uniformed Security / Progard team uniform consists of our “police style” uniform with steel grey or blue shirt, black pants and contrasting trim. Each uniform has a tuffy topper type heavy jacket or a lighter weight utility jacket.

10. | Additional Exhibits

Insurance Coverage

Liability Insurance

CMS currently maintains a Commercial General Liability including Personal & Advertising Injury Liability Coverage in the amount of one million per occurrence and two million aggregate. In addition CMS has a Catastrophe Liability (umbrella) policy in the event losses are greater than one million per occurrence and two million aggregate. Due to the nature of our job-related functions we have found this amount to far exceed the limits necessary.

Because of our advanced training programs, selection of personnel, supervision, and experience with crowd management we feel confident our insurance program is more than adequate.

Automobile Insurance

CMS maintains a Commercial Automobile Liability Insurance policy in the amount of one million dollars for our vehicles and employees employed to drive vehicles. This is a combined single limit for bodily injury and property damage. The Catastrophe Liability policy mentioned above does go over the Automobile Liability.

Workers Compensation Insurance

Our entire staff is covered for Workers Compensation through SAIF Corporation and the Employers Liability Insurance through Philadelphia Insurance Company.

Employee Dishonesty

CMS maintains a \$100,000 Employee Dishonesty policy in addition to a \$25,000 Money and Securities Limit for all employees who are assigned cash management responsibilities for clients and/or venues.

CMS will provide proof of insurance coverage and policy information upon award of contract. Please feel free to request documentation or specific information should you require additional details.

Agent

Kyle Hudson
KPD Insurance
1111 Gateway Loop
P.O. Box 784
Springfield, Oregon 97477
(541) 741-0550

Accounting Procedures

CMS has a centralized structure relating to all administrative and record keeping functions. Included in these functions are data processing, accounting, finance, employee services, payroll, and support services.

All accounting and record keeping is handled online and controlled through our corporate headquarters. All records and archives are maintained in Portland as well. Our policy is to rotate records to archive status after two years. All records relating to the most recent two-year period are maintained in our current office files.

Scheduling, Time Tracking, and Payroll Accounting

All staff members are set up on our computer payroll system and assigned an employee identification number. Withholding and other pertinent payroll information is obtained from the completed application, W-4 Withholding Allowance Certificate, and I-9 Employment Eligibility Verification form. We utilize the latest version of Sage Timberline payroll software to process and maintain all payroll transactions. This software program automatically calculates all applicable federal, state, and local tax withholdings and employer liabilities.

When crews are requested at the various events, staff members are scheduled by our operations division and reviewed for proper staffing levels and personnel placement. Our original Starlink scheduling software automatically alphabetizes and places the names of those assigned on a computer-generated sign-in sheet. These sign-in sheets are then forwarded to the check-in locations at each event.

When staff members arrive at an event, they must sign in next to their name. When signing in, their start time or check in time is recorded. Any equipment assigned out is recorded under the appropriate column. Each employee is assigned a numbered uniform. All information is maintained as part of our records in the event we need to identify staff members who may have been a witness to some form of activity. At the conclusion of the shift or event, all equipment is checked in and staff check-out time is recorded.

Once a sign-in sheet has been completed, it is turned over to the operations manager. He/she reviews the document to assure that it is properly completed with individual hours totaled. Once the manager has approved the sign-in sheet, the manager then submits the approved document with initials of approval to the scheduling department. When the scheduling department receives the completed sign-in sheet, they first scan the document to assure that it has been approved and initialed. They then review the documents to double-check for accuracy and completeness.

The scheduling department then enters the total hours per staff member according to his or her employee number. This is done individually by project, creating a computer record of which staff members were at each site. An event summary report is generated and used as a crosscheck against the sign-in sheet(s). The event is then reconciled and closed in the system.

An invoice is then generated and submitted to the customer with a copy going to the accounting department. A detailed invoice is submitted to the customer on a daily or weekly basis, according to customer preference.

Every two weeks, all events during the period are reconciled. A summary report is generated that displays hours and rates worked by each individual, cross-referenced by event.

When the payroll summary and information is approved, it is then electronically downloaded through Starlink to our Timberline software program located in our corporate office. The payroll department then performs an audit of the information to match against the summaries provided by the regional offices to verify hours and rates. Once the hours and rates have been verified, the payroll department electronically downloads the data via the Timberline software program for payroll processing.

The payroll checks are then issued through Timberline. Various labor and wage reports are also generated including a complete payroll register displaying the name, employee number, hours paid, rate, federal, state, local tax withholding, and employer liabilities for each staff member.

At present we maintain a policy of storing all records, printouts, quarterly summaries, cancelled checks, and bank statements for a period of five years. This complies with state and federal requirements.

Invoicing and Accounts Receivable

We utilize the latest version of QuickBooks accounting software in our invoicing and accounts receivable system.

Generally the payment terms of invoices are net 10 days unless otherwise specified by contract or negotiated with the customer. Our accounting department receives a copy of the invoice and enters the information into our sales and receivable system.

When payment is received the payment is recorded online for credit to the customer. The check is then recorded on a daily deposit slip listing the check number and event or events it pertains to and deposited at the bank. A copy of the deposit slip is then maintained in our records to cross-check payments made. An invoice statement is mailed to the customer for all past due accounts on a monthly basis.

All sales invoicing and accounts receivable records are maintained per policy as previously stated.

Starlink Ecosystem – CMS Side

CMS has built a custom web service to provide both employee-side and corporate-side information management.

The CMS-side interface integrates with our QuickBooks and Sage Timberline accounting and payroll software, streamline our scheduling, time-tracking, and accounting processes through one service.

11. | CMS 2016 References

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Portland, OR 97205
(503) 274-6554
joedurr@portland5.com

Appendix



EMPLOYMENT GUIDE

“cms exists to make fun work and work fun”

MISSION STATEMENT

We provide exceptional Guest Services, to people of all ages to assure a safe and enjoyable experience at each event.

“Quality without Compromise”

Preface

This employee guide dated March 1, 2015, is intended to acquaint you with CMS (Company) guidelines for employment. Please refer to the company policy and procedures manual for a full description of policies governing employment practices.

The policies and procedures outlined in this handout are for general reference only and constitute only a brief description of the personnel policies, and employment regulations in effect at the time of publication. You are encouraged to visit with your Supervisor or Human Resources Manager whenever you need additional information or wish to discuss a concern.

CMS is responsible for the security, public safety, and guest services at all venues and events we manage. This responsibility requires the efforts of dependable, efficient, trustworthy, and dedicated employees who are knowledgeable of the procedures to assure successful results. Lives, liabilities, and professional reputations are all a key topic to our industry.

Every organization's excellence depends on the people who work for it. We recognize that to reach our goal of excellence in providing exceptional customer/guest service, we must have motivated, well-trained and enthusiastic employees. Excellence in customer service, excellence in respect of others, excellence in service theme, and excellence in upholding all safety measures required through the cooperative work of all employees.

In order to effectively assure the best possible performance of our organization established policies and procedures must be adhered to by all employees. The Company reserves the right to impose disciplinary action, up to and including suspension and termination of employment in the violation of these policies.

EQUAL EMPLOYMENT OPPORTUNITY

The company endeavors to provide an environment wherein human dignity prevails. The company is committed to providing equal employment opportunities in all its employment practices, including selection, hiring, promotion, transfer, and compensation, to all qualified applicants and employees without regard to race, color, citizenship status, religion, national origin, gender, disability, marital status, veteran, current or future military status, sexual orientation, gender identity, or age or any other protected status in accordance with the requirements of all federal, state and local laws.

The Company does not discriminate against any applicant or employee in hiring or in the terms, conditions and privileges of employment based upon pregnancy, childbirth or related medical conditions. The Company will make reasonable accommodation for religious beliefs and for qualified individuals with known disabilities unless doing so would create an undue hardship on the Company.

This guide should not be construed as creating any kind of “employment contract.”

STATEMENT OF AT-WILL EMPLOYMENT STATUS

As provided in the Acknowledgment, nothing in this guide or any other personnel document creates or is intended to create a promise, guarantee, or representation of employment for any specific length of time. Employment with CMS is "at-will", meaning that either the employee or CMS can end the employment relationship at any time, with or without notice, for any lawful reason. No manager, supervisor or employee of the company has authority to enter into any agreement for employment for any specified period of time, or to make any agreement for employment other than at-will. Only the CEO or COO of CMS has the authority to agree to or enter into employment for a specific length of time, or that is contrary to at-will employment, and any such agreement must be in writing and signed by the CEO or COO to be enforceable.

In addition to the above statement — Montana applicants please note that any employment with CMS is "at-will", meaning that either CMS or I can end the employment relationship at any time, with or without notice, for any lawful reason within the first six (6) months of employment."

In addition to the above statement – Alaska applicants please note that any employment with CMS is "at will" meaning that either CMS or I can end the employment relationship at any time, with or without notice, for any lawful reason at any time. If CMS ends the employment relationship, a cause for this termination will be given to the employee.

EMPLOYMENT STATUS

CMS classifies employees as follows:

Regular Full time: Employment in an established position requiring 40 hours or more of work per week.

Regular Part time: Employment requiring less than 40 hours of work per week. Normally a part time schedule, such as portions of days or weeks. Occasional workweeks of over 40 hours will not constitute a change in status.

Seasonal: Employment in a job established for a specific purpose, for a specific period, or for the duration of a specific project or group of assignments.

Additionally, all employees are defined as either:

Exempt: Those employees who are employed in an executive, administrative, or professional capacity, or other legally exempted categories and who are *not* covered by the federal or state minimum wage and maximum hours laws; or

Non Exempt: Those employees who are not employed in an executive, administrative, or professional capacity, or other legally exempted categories and who are covered by the federal or state minimum wage and maximum hours law.

CALL-IN PROCEDURE

Employees must contact his or her designated Crew Line number a minimum of 24 hours prior to the work shift, if they are unable to report to work. An employee who is scheduled to work, but is unable to report to work for reasons that are unavoidable, must call as soon as possible. If it is an emergency you are to call or have someone call for you. If no one is available leave a detailed voice mail message. Attendance or Tardiness of 3 incidents can result in disciplinary action up to and including termination of employment.

See Starplex Corporation's policy and procedures manual for detailed information on State and Federal laws governing Leave of Absences.

WORKWEEK, PAY PERIOD & PAY DAYS

For the calculation of overtime, (payroll and accounting purposes) the workweek is designated as follows:

Oregon and Washington begins at 12:00 am on Sunday and ends at 12:00 am Saturday

Montana and Alaska begins at 12:00 am on Wednesday and ends at 12:00 am on Tuesday

Pay periods are monthly and end on the last day of each month. Payday is determined by location, and documented by law.

Oregon - 7th

Washington – 15th

Montana – 10th

Alaska – 10th

If a paycheck is lost or stolen, notify management immediately. Stop payment costs are the responsibility of the employee.

BREAK AND MEAL PERIODS

Due to venue circumstances staff may not be given the opportunity to take a meal break away from his/her work area when working a shift of 6 hours or longer. If this occurs staff will be compensated for time worked. Staff will be notified upon check in by the Operations Manager, Event Supervisor or designee, if the event they are working falls under these circumstances. Staff will be given the opportunity to eat a meal at the work area with the approval from the supervisor or manager. Employees must contact the supervisor or manager prior to leaving the work area to ensure proper staff coverage is available

WORKERS' COMPENSATION

State law provides for benefit entitlements in the event you suffer an industrial injury or occupational illness connected with employment. In the event of an industrial injury or occupational illness of any kind, it is essential that you report it immediately, complete an incident/injury report form and follow the Company's reporting procedures. We are a Zero Accident Culture Company and will not tolerate horse-playing or purpose safety violations.

The Company actively polices all claims suspected to be fraudulent. Abuse of the Workers' Compensation system can cause a severe negative economic effect to this Company and, in turn, your co-workers. We will pursue all available legal action against any employee found to have engaged in fraudulent conduct. Filing a false or fraudulent claim is also a violation of Company policy, and will result in disciplinary action, up to and including immediate termination.

EMPLOYEE PURCHASES PAYROLL DEDUCTIONS

Employees are given the opportunity to have items deducted from his or her payroll for personal private benefit. These deductions will be in addition to the standard deductions as required by law. Employee may purchase meals from the Crew Food kitchen or personal items from the Company Store such as hats, turtlenecks, flash lights, head phones, or combination locks, which are not job related and/or are not required to perform the job, but requested by the employee.

These deductions must be voluntary, in writing and authorized by the employee prior to processing. Purchases must not exceed the amount of the payroll minus standard deductions. Employees may request a deduction to be deducted for up to two payrolls depending on the amount purchased and approved by management. Certain licenses such as OLCC or DPSST may be deducted, but must have prior written authorization from the employee and senior management.

DRESS/HYGIENE POLICY

CMS strives to present an image that instills confidence in the work environment, but with guests as well. Our dress promotes guest services while making patrons feel secure. Employees are to wear CMS selected shirts, coats, hats or other items as designated by the supervisor or manager. Staff is responsible for his/her appearance/hygiene and must be odor free, neat, clean, free from stains, no tears or ripped items are permitted. Employees are required to wear basic black pants, no skinny jeans or very tight pants, spandex or non-faded black denim, no cargo pants, carhartts or excessive pocket style pants. Safety shoes with rubber soles and ankle support must be worn. No open toed shoes, sandals, or steel toed boots. Clothing worn must not have any logos, insignias or advertisements, unless it is a CMS garment. Hats may be worn if working outdoors and are basic black, white or blue with no logo's or insignias except CMS. Employees will not wear excessive earrings, facial or other jewelry in any visible body part except the ears. No more than one pair, one earring in each lower lobe, no larger than stud size. Tattoos must be concealed under clothing and not visible to the public. Hair must be neat clean and tied back and/or covered if necessary. Facial hair must be neat clean, clean shaven, and kept to a minimum. Hair longer than shoulder length shall be braided or pulled back to center back nape in a ponytail and secured with a band. Administration team members are required to dress appropriately and professionally.

SMOKING POLICY

Employees are only permitted to smoke or chew tobacco during his or her breaks or meal periods and in the designated areas stated by the venue and/or the governing laws. All smoking items must be placed in safe receptacles. Prior to returning to work and following the use of any tobacco product, including cigarettes, the employees must (a) remove any coat (CMS Uniform) or outer garment worn when smoking cigarettes; (b) use breath freshening mints, gum or mouthwash; and (c) thoroughly wash their hands with warm water and soap. Employees who do not follow these rules are subject to being sent home to change clothes and/or to use mouthwash without pay and/or transferred to another position that involves less or no customer/patron contact and that such transfer may result in a lower rate of pay.

RADIO COMMUNICATIONS POLICY

Selected employees are given the opportunity to utilize a two way radio during his/or her work shift. Employees who are trusted with a radio must abide by the equipment usage policy. Employees are to safeguard equipment and communications tools at all times. Radios are to be worn on a black belt located around an employee's waist and are to be kept locked (snapped) at all times when not being held in hand. Employees are to use the radio for only work related business and kept on the channel designated by the event supervisor. Employees are not to change radio channel or listen to other stations when not authorized by the event supervisor or designee. Employees are not to listen to radio conversations that have been designated as confidential. No employee utilizing a radio will release any confidential information, without prior authorization from the event supervisor. Failure to adhere to the policy can be grounds for disciplinary action to include termination of employment.

SAFETY POLICY & SAFETY COMMITTEE

CMS operates with a goal of zero damage to people, property and product. It is our policy to provide safe working conditions at all events and venues. Everyone shares equally in the responsibility of identifying hazards, following safety rules and operating practices. All jobs and tasks must be performed in a safe manner, as safety is crucial to the quality of

our services. At CMS and its regional offices, no phase of the operation is considered more important than accident prevention. It is our policy to provide and maintain safe working conditions and to follow operating practices that will safeguard all employees. No job will be considered properly completed unless it is performed in a safe manner. CMS has established safety committees at each location. Employees are encouraged to participate on the safety committee to assist in providing feedback and communication to fellow employees. Established rules and guidelines have been implemented for the identification of safety hazards, reporting hazards, accident investigations and staff accountability to a safe work environment. Employees who participate on the safety committee are responsible for maintaining, administering, and communicating CMS safety policy.

FIREARMS/WEAPONS POLICY

The Company prohibits employees, from possessing or storing any weapons, firearms, or ammunition on or at any CMS property or venue and its surrounding property. Weapons consist of all firearms, ammunition or explosives of any kind, knives (swords, hunting knives, penknives, bows and arrows), and/or any other item that the Company deems to be a weapon. Firearms include, but are not limited to pistols, rifles, shotguns, flare guns or starter guns, which will or are designed to be readily converted to expel a projectile using an explosive charge as a propellant, the frame or receiver of any such weapon, any firearm muffler or firearm silencer, or any similar destructive device. Law enforcement officials engaged in official duties are not subject to the prohibition on possessing and storing firearms

ARREST AND/OR CONVICTIONS

If an employee is arrested for any charge other than a minor traffic citation, the arrest must report to CMS regional office within 24 hours of the arrest. Failure to do so will result in termination of employment. CMS will place the employee on suspension while an investigation is made as to the nature and working relation of the incident. Upon completion of the investigation, CMS may continue the suspension or reassign the employee to other duties pending the outcome of the criminal charges.

CRIMINAL HISTORY VERIFICATION

All offers of employment are conditioned on receipt of a background check report that is acceptable to CMS. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process. If information obtained in a background check would lead CMS to deny employment, a copy of the report will be provided at the applicants request and the applicant will have the opportunity to dispute the report's accuracy. Background checks may include a criminal and sex offender record check; although a criminal, conviction does not automatically bar an applicant from employment.

Under the Washington Fair Credit Reporting Act, you have the right to ask IntelliCorp for a written summary of your rights. If you submit a request to CMS in writing, you have the right to get from CMS a complete and accurate disclosure of the nature and scope of the investigative consumer report CMS ordered, if any. If CMS obtains information bearing on your credit worthiness, credit standing or credit capacity, it will be used to evaluate whether you would present an unacceptable risk of theft or other dishonest behavior in the job for which you are being considered. Oregon law regarding consumer identity theft protection, the storage and disposal of your credit information, and remedies available should you suspect or find that Employer has not maintained secured records is available to you upon request Additional checks such as a driving record or credit report may be made on applicants for particular job categories if appropriate and job related. CMS also reserves the right to conduct a background check for current employees to determine eligibility for licensing, promotion, transfer, reassignment and/or for cause as stated in the Arrest and Conviction Policy.

OFF DUTY CONDUCT AT OVER NIGHT EVENTS

For the purpose of this policy environment is to be considered the interaction between co-workers and the place is to be considered as company sponsored business parties, business trips, camping sites, hotels, bus/van, and motor vehicles. Employees are to abide by CMS policies while off duty at overnight events. These policies are to include but not limited to Employee Conduct, Drug and Alcohol Policy, Harassment Policy to include Bullying and Sexual Harassment and the Arrest and Convictions Policy. Employees must not wear CMS clothes to include hats, shirts, jackets or any other item with logo's or insignias when not performing work for the scheduled shift granted and after signing out. Employees are not to participate in any activity that can create a danger to themselves, co-workers, the public or property. Employees cannot engage/participate in activities that can harm CMS operations, harm their reputation in a negative manner and/or the safety of the public. Failure to comply will result in disciplinary action up to and including termination of employment.

CODE OF CONDUCT – EMPLOYEE ETHICS

To insure awareness of the Company's expectations regarding employee conduct, the list below provides some examples of behavior that is considered inappropriate. This list is not all-inclusive and there may be other circumstances for which employees may be disciplined. CMS retains the right to determine what disciplinary measures are taken up to and including termination of employment. Examples include, but are not limited to the following.

Attendance/Tardy/Job Abandonment

Not showing up for your shift and/or assignment for which you were scheduled.

Not notifying the supervisor in a timely manner for absences or tardy.

Showing up late for work without prior approval.

Leaving your assigned position and/or taking excessive breaks and unauthorized breaks during work shift.

Job abandonment, leaving position without proper notification and replacement coverage.

Safety/Security/Equipment Use

Misusing equipment such as hand radios, earpieces, flashlights, motorized vehicles, etc.

Unauthorized entry to secured areas or violation of security policies.

Willful destruction of property.

Disregard and/or violation of safety standards which might endanger the health or well-being of employees, guests, patrons, or anyone else in our workforce and/or failure to perform job functions in a safe manner.

No horse playing on any CMS property, vans, buses or at venues.

Smoking

Smoking in unauthorized areas as set by the venue, the law and/or CMS.

Smoking, chewing of tobacco, or using snuff on duty except during scheduled breaks.

Taking excessive smoke breaks.

Wearing a CMS uniform while smoking.

Distributing tobacco in any form to minors.

Weapons/Criminal Activities

The carrying of any weapon, mace, or restraining device without authorization.

Involvement in, or conviction of, any criminal activities or incarceration including while off duty from CMS. This must be reported immediately to your Operations Manager, Director of Operations, Chief Operating Officer or Human Resources Manager within 24 hours.

Harassment and/or Discrimination

Harassment of any kind including bullying and sexual harassment, physical, verbal and visual to fellow employees, management, venue staff, or the general public.

Any form of prejudice due to age, race, color, gender, national origin, religion or other protected class as stated by law.

Immoral or lewd behavior of any kind at any time.

Solicitation/Gratuities

Solicitation of any items, or attempts to solicit while on duty which also includes but is not limited to drugs and alcohol, client/event items for purchase or not, bootleg event items, food and non-alcoholic beverage.

Solicitation of sexual favors from staff, managers, clients, and/or general public.

Solicitation of personal items for gain.

The acceptance of any gifts or gratuities without management approval.

Drug and Alcohol

Possession of, consuming, or being under the influence or distribution while on work time. For this policy, work time includes breaks and meal periods.

Taking non-prescribed drugs, while on duty, or immediately before going on duty.

Taking any medication prescribed to you by a licensed physician that can/will alter your ability to perform the duties assigned to you as well as not disclosing this information to your Regional Manager or Corporate Officer.

Not submitting to an alcohol/drug panel immediately upon request for an on the job injury and/or if reasonable suspicion exists. Testing must be completed within 24 hours of the incident or request. Please note: you will be put on a mandatory minimum 24 hour suspension or until lab results are received in the corporate office per the Corporate Testing Policy – see policy for general rules and regulations.

Code of Conduct/Ethics

Unprofessional conduct including a bad attitude.

Working for another Event and/or Guest Services organization while working for CMS.

Failure or refusal to perform the normal and reasonable duties and responsibilities of the position.

Using your position or identification to gain free entrance of yourself, or any party, into an event.

Using this position to recruit personal acquaintances or social dates with guests.

Using your position on the staff for any personal gain other than wages earned.

Actions that could damage the image of this organization i.e.: stealing from clients or vendors, spreading of rumors, unnecessary use of profanity to guests of the facility or its promoters and clients, etc – please note these are examples not an all-inclusive list.

Unnecessary or unreasonable force in the handling of a situation. This includes striking or kicking.

Unprofessional or aggressive attitude towards guests, event representatives, other CMS staff, or anyone else while on duty or not.

Unnecessary provocation of an incident.

Gambling in any form while on duty.

Unauthorized interaction or participation at an event and/or inappropriate or unprofessional interaction with guests of any venue or event.

Proven theft, forgery or falsification of records or reports.

Deliberate or gross negligence.

Violations of any cash management procedures associated with CMS, its clients, agents, or associates.

Communicating inaccurate, inappropriate, or false communications or rumors concerning CMS, its agents, employees, clients, or associates.

Divulging confidential information to include financial, trade secrets, or information designated as confidential.

Communicating with any member of the news media regarding CMS client related activities or matters.

Sleeping while on duty and during shift.

Participating in consensual sexual relation during work time, this is to include breaks and meal periods.

Insubordination, refusal to follow the directions of a supervisor or management official.

Insubordination, refusal to disclose information fully in the course of a Company investigation.

Insubordination, failing to respond to a court subpoena requiring your presence at trial or other court related matters.

HARASSMENT

CMS prohibits harassment and/or bullying in the workplace. For the purpose of this policy workplace shall be considered overnight camp sites, hotels, motor vehicles and such while off duty on company business. No employee should be subject to unwelcome visual, verbal or physical conduct that is illegal in nature, including, but not limited to conduct that is derogatory of an employee's gender, gender identity, race, age, disability, religion, national origin, sexual orientation, veteran status, marital status, injured worker status, pregnancy or current or future military status or any other category protected by law. Harassment refers to behavior that is not welcome, that is personally offensive and substantially interferes with an employee's work performance or creates an intimidating, hostile or offensive work environment.

The Company has a policy of zero tolerance for harassment and bullying. We will actively enforce our policy against harassment/bullying. The policy applies to all conduct by any supervisor, manager, co-worker, subordinate, vendor, client or customer that affects an employee's work environment. The Company considers a violation of this policy a serious offense that will lead to disciplinary action, up to and including termination.

SEXUAL HARASSMENT

Sexual harassment is prohibited by law and this policy. It can differ from other types of harassment and includes the following:

Unwelcome verbal or physical conduct of a sexual nature when:

Submission to the conduct is made either an explicit or implicit condition of employment; or

Submission to or rejection of the conduct is used as the basis for making employment decisions; or

The conduct has the purpose or effect of substantially interfering with an employee's work performance or creating an intimidating, hostile or offensive work environment; or

The conduct denigrates or shows hostility toward a person because of his or her gender when the conduct has the purpose or effect of substantially interfering with an employee's work performance or creating an intimidating, hostile or offensive work environment.

BULLYING

CMS prohibits employees from “bullying” one another, or engaging in any conduct that is disrespectful or creates a hostile work environment for another employee for any reason. For purposes of this policy, “bullying” refers to repeated, unreasonable actions of individuals (or a group) directed towards an employee (or a group of employees), which is intended to intimidate and creates a risk to the health and safety of the employee(s). Examples of bullying may include:

- Being treated differently than the rest of your work group;
- Being sworn at;
- Exclusion or social isolation;
- Being shouted at or being humiliated; and
- Being the target of practical jokes

GENERAL HARASSMENT, BULLYING AND SEXUAL HARASSMENT COMPLAINT PROCEDURE

Any employee who feels he or she has been subjected to illegal harassment, bullying or sexual harassment by anyone should promptly take the following steps:

It is encouraged but not required to tell the person promptly that the conduct is unwelcome and ask the person to stop the conduct. Anyone who receives such a request must immediately comply with it and must not retaliate against the employee.

If the harassment continues or if you don't feel comfortable confronting the harassing person, report the matter to your immediate Supervisor, Manager, Chief Operating Officer and/or Human Resources.

INVESTIGATION/RETALIATION/DISCIPLINE

All complaints will be investigated promptly. Employees must cooperate fully with any investigation. After completion of this investigation, appropriate management will make a determination. If warranted, disciplinary action, up to and including termination will be imposed.

It is contrary to Company policy for a supervisor or any other employee to retaliate against any employee who files a charge of harassment or assists in the investigation of charges. Please report any retaliatory conduct immediately.

Harassment in violation of our policy is a serious offense; any employee found to have engaged in such conduct is subject to severe discipline, including termination.

In the event a complaint of harassment is found to be totally and completely without basis, appropriate disciplinary measures may be taken against the employee who brought the complaint. While this is in no way intended to discourage any employee who believes he/she has been the victim of harassment from bringing a complaint, the Company recognizes that a charge of harassment can cause serious damage to the reputation and personal character of the accused and the Company.

DRUG AND ALCOHOL POLICY

Reasonable Suspicion/Post-Accident Drug and Alcohol Testing Policy

CMS has always had a strong commitment to provide a safe work place for its employees and to establish programs promoting high standards of employee health. Consistent with that commitment, the Company has instituted this Drug and Alcohol policy to establish and maintain a safe and productive work environment for all employees. Every employee is provided a copy of this policy. Compliance is required. The following policy applies to all employees of CMS at each location and venue. For the purpose of this policy work time includes breaks and meal periods.

Medical and Recreational Use of Marijuana

Employees who use marijuana for medical and/or recreational use (to the extent such use is legal under the laws of the state in which the employee works) are advised that such use does NOT excuse the employee's compliance with this policy, and that the Company is not legally obligated to accommodate an employee's use of medical and/or recreational marijuana.

A. Prohibited Conduct.

All employees are strictly prohibited from reporting for work under the influence of illegal drugs, and from using, possessing, manufacturing, selling or distributing illegal drugs or drug paraphernalia while on duty, while representing the Company (including while on a client's premises both during working time and break and meal times); and while on Company premises (including storage in a desk, locker, company vehicle or other repository).

In addition, all employees are strictly prohibited from reporting to work under the influence of alcohol, and from using, possessing, selling or distributing alcohol while on duty, while representing the Company (including while on a client's premises both during working time and break and meal times), or while on Company premises (including storage in a desk, locker, company vehicle or other repository). It also is a violation of this policy to refuse to consent to any drug and/or alcohol test requested by the Company. It is the sole discretion of the Company to administer testing through outside medical clinics, hospitals, insurance facilities, or onsite locations. The only exception to the above policy concerning alcohol is as follows: There may be occasional social functions or meetings sanctioned or sponsored by Starplex where alcohol is served. In these situations, employees of legal age are permitted to consume alcohol. However, such consumption will be limited and, at all times when consuming alcohol, employees are expected to use good judgment and discretion and to understand that it is never an employment-related obligation to consume alcohol. Employees also should understand that permissible consumption of alcohol does not excuse violations of Starplex policies, and that unacceptable behavior in connection with permissible consumption of alcohol will not be tolerated and may result in discipline, up to and including termination. Employees who are taking prescription or over-the-counter drugs should determine from their physician or pharmacist whether any such drugs may impair the employee's ability to perform his/her job safely and effectively. If the employee's performance may be impaired by the use of prescription or over-the-counter drugs, the employee should advise his/her supervisor about the use of such drugs so that the supervisor can consider whether any reasonable accommodation may be available to permit the employee to safely and effectively perform his/her job duties.

B. Types of Drug/Alcohol Testing.

For the safety of our employees, our clients and members of the public, Starplex reserves the right to test for drugs and/or alcohol in the following circumstances:

1. Reasonable Suspicion Testing.

Starplex reserves the right to test its employees for drugs and/or alcohol when a supervisor and/or manager has reasonable suspicion of drug and/or alcohol use. Reasonable suspicion testing generally is based on any one or more of the following signs and symptoms of drug or alcohol use:

Observable symptoms of the use of or being under the influence of alcohol or drugs;

The odor or smell of alcohol or drugs in the employee's breath or clothes, or in an area (such as in a vehicle, office, work area or restroom) immediately controlled or occupied by the employee;

Alcohol, alcohol containers, illegal drugs or drug paraphernalia in the employee's possession or in an area (such as in a vehicle, office, work area, desk or restroom) immediately controlled or occupied by the employee;

Unexplained significant deterioration in the job performance;

Unexplained significant changes in behavior (e.g. abusive behavior, repeated disregard of safety rules or procedures, insubordination, etc.)

Credible reports of alcohol and/or drug use.

These are only examples of behavior and occurrences that may result in testing based on reasonable suspicion, and any determination that testing is appropriate under the particular circumstances is within the sole discretion and judgment of CMS.

2. Post-Accident Testing.

For purposes of this policy, the definition of "accident" includes a fatality, personal injury that requires professional first aid or medical treatment, or damage to property in excess of \$100.00. Testing shall occur as soon as possible, but generally within 24 hours of the accident. An employee must remain available for testing. An employee who does not make him/herself readily available for testing may be considered to have refused to be tested. If an employee must immediately leave the scene of an accident or leave company premises for any reason other than to seek professional first aid or medical treatment the employee must first contact his/her supervisor, their Manager or Human Resources Manager. If an employee refuses or unreasonably or unnecessarily delays a drug test, he/she will be subject to disciplinary action, up to and including termination.

C. Policies and Procedures Applicable To All Types of Testing.

Positive test result. An employee who tests positive for drugs and/or alcohol normally will be immediately discharged from employment. In the sole discretion and judgment of CMS, however, an employee who tests positive may instead be allowed to continue his/her employment and enter into a "Last Chance Agreement" including necessary professional assessment, counseling and/or treatment for any substance abuse problem (as determined by a professional substance abuse counselor). The decision as to whether an employee will be given a "last chance" to retain his/her employment with CMS after testing positive will be made on a case-by-case basis in the sole discretion of CMS, and continued employment is not guaranteed.

Refusal to Consent to Test. Refusal to consent to a drug and/or alcohol test is a violation of this policy and will result in immediate discharge.

Diluted or Tampered Specimen. Evidence that an employee attempted to dilute or tamper with his/her urine or blood specimen will be considered the same as a refusal to consent to a test, and normally will result in immediate discharge.

Insufficient Breath for Breathalyzer Test. Evidence that an employee attempted to avoid providing sufficient breath to conduct a breathalyzer test will be considered the same as a refusal to consent to a test, and normally will result in immediate discharge.

Obstructing or Delaying Testing. Engaging in conduct that unnecessarily or unreasonably obstructs or delays the testing process, including but not limited to, (a) failure to sign the chain of custody form; (b) failure to report to the collection site within the time provided; (c) failure to cooperate with transportation assistance to and from the collection site; or (d) failure to remain readily available for a post-accident testing. Such conduct will be considered the same as a refusal to consent to a test, and normally will result in immediate discharge.

Employment Status Pending Test Results. An employee who is asked to consent to a drug and/or alcohol test will be placed on immediate unpaid suspension pending the test results for a minimum of 24 hours. The Company will contact the employee upon receipt of the test results and inform the employee of his/her employment status. If the test result is negative, the employee will be reinstated to regular work immediately unless their primary care physician has designated otherwise. If the test result is positive, the employee normally will be immediately discharged as noted above.

Confidentiality of Test-Related Information. All information, interviews, reports, statements, memoranda, and test results, written or verbal, are confidential and are maintained in the employee's confidential medical file. CMS, the laboratory, any Medical Review Officer and their respective agents who receive or have access to information concerning test results shall keep all information confidential and may not release any of the information without the written consent of the employee, unless the release is on a strict need to know basis, is required by law, is relevant to a legal claim asserted by the employee or applicant, or is subject to disclosure through a valid subpoena or other valid legal document. CMS reserves the right to modify, change, or alter this policy at any time with or without advance notice.



AMBASSADOR CLASSIFICATION & JOB DUTIES AND EXPECTATIONS

Job duties, titles and positions change with venues for our Ambassador Classifications; basic essential functions are required of all positions. This list is not inclusive and the supervisor/manager will orientate employees prior to each placement at an event.

Position Summary

Crowd Management Services position is responsible for meeting guests in a courteous manner. Smile, make eye contact and be approachable by guests at all times. Staff are responsible for “protecting the fun.”

Essential Functions

Employees must be respectful, courteous, pleasant, helpful, and attentive at all times.
Must present a professional demeanor and attitude at all times.
Must be clean and neat with acceptable hygiene standards.
Must be punctual, maintain an excellent attendance record, work shifts with minimal advanced notice.
Must have excellent customer services skills and the ability to work with a variety of personality types.
Must be able to deal with irate and/or demanding customers and employees in an effective manner.
Must be able to work in chaotic environments with high stress and possibly intoxicated patrons.
Must have the ability to maintain a high level of confidentiality.
Must have the ability to communicate with a variety of personality types with limited English.
Must be able to read, write and communicate in English.
Must be able to listen to and understand when assisting in problem solving.
Must have excellent vision to include monitoring surroundings for safety and security.
Must have the physical stamina to function in a positive manner, in a dynamic, demanding work environment.
Must have the ability to demonstrate a high degree of flexibility, respond to priorities and schedules that change frequently, and to meet commitments.
Must be able to work in varying weather conditions, extreme heat in excess of 90 degrees or freezing below 0, slight rain, heavy winds, torrential down pour.
Must be able to work in various work environments, flat hard surfaces, rocky, steep hills, wet grounds, grass areas, steep stairs, heights, dust and dirt.
Must be able to lift up to 25 pounds numerous times throughout the shift when needed in set up positions.
Must be able to work within areas of excessive noise levels for extended periods.
Must be able to sit, stand, and/or walk for up to 12 hours per shift
Employees must not gossip or burden to or about other employees.
Employees must adhere to the Code of Conduct, Employee Ethics Policy and agree to abide by it.
Employees shall be truthful and honest in all things pertaining to the performance of their job duties and in communications with staff.

Other Functions

This job description identifies the essential functions of the job, but does not necessarily include all the tasks the employee may be asked to perform.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge, abilities and experience would be:

Education/Technical Training/Professional Experience

High School education or equivalent.

State Licenses as determined by position to include driver's license, OLCC, DPSST, WSDOL, Flagger etc.

Previous experience in customer service oriented environment.

Limitations and Disclaimer

The above job description is meant to describe the general nature and level of work being performed; it is not intended to be construed as an exhaustive list of all responsibilities, duties and skills required for the position. Not all positions have the availability for possible modifications to reasonably accommodate individuals with disabilities. CMS will take reasonable care in evaluating positions for possible modifications. Some requirements may exclude individuals who pose a direct hazard or significant risk to the health and safety of themselves or other employees.

This job description in no way states or implies that these are the only duties to be performed by the employee occupying this position. Employees will be required to follow any other job-related instructions and to perform other job-related duties requested by their supervisor in compliance with Federal and State Laws. Requirements are representative of minimum levels of knowledge, skills and/or abilities. To perform this job successfully, the employee must possess the abilities or aptitudes to perform each duty proficiently.

TASK ANALYSIS/PHYSICAL DEMAND

In an 8 hour day, the employee would normally perform the following functions:

	Never	Seldom	Occasionally (1-3 hours)	Frequently (3-6 hours)	Continually (6-8 hours)
Sit			X		
Stand/Walk					X
Standing on slope/incline					X
Bend and/or Stoop				X	
Crawl and/or Climb		X			
Kneel/Squat		X			
Push/Pull		X			
Hand/Wrist work			X		
Grasping			X		
Extreme Weather Hot					X
Extreme Weather Wet/Cold					X
**Atmosphere Difficult in Breathing					X
***Loud Noise					X
****Fouling (Bad) Smells				X	
Fine Motor Skills		X			
Reaching above shoulder		X			
Lifting and/or carrying		X			
Up to 20 lbs		X			
21 to 40 lbs		X			
11 – 75 lbs		X			
Over 75 lbs		X			

*Never indicates an upper limit to the requirements or when the worker never does something.

**May be required to stand in smoking area, traffic exhaust area or semi-enclosed exhaust area.

***May be asked to stand directly in front of large speaker systems. (Protective Equipment Recommended)

****May be required to monitor portable toilets, restrooms, and various smells from indoor/outdoor patrons.



Risk Management, Safety Policies, Procedures, Rules & Best Practices

CMS safety policies are a way to communicate our company philosophy or general guidelines on safety and health issues. Safety policies are guidelines for reference and discussed with employees upon hire and during orientation. CMS safety policies highlight what is believed, valued and expected by all employees.

Safety Statement

At CMS, we care about the safety, health and well-being of our employees. We value the contributions our employees make toward our success. We support local community interests, and value honesty, integrity, and teamwork.

We Value Our Employees

Our business operates with a goal of zero damage to people, property and product. It is our policy to provide safe working conditions. At all events and venues, everyone shares equally in the responsibility of identifying hazards, following safety rules and operating practices. All jobs and tasks must be performed in a safe manner, as safety is crucial to the quality of our services.

Safety Policy

At CMS and its regional offices, no phase of the operation is considered more important than accident prevention. It is our policy to provide and maintain safe working conditions and to follow operating practices that will safeguard all employees to the best of our ability. No job will be considered properly completed unless it is performed in a safe manner.

CMS is concerned about the health and good work habits of its employees. In the event you are injured or unable to perform your job, we want to help you obtain the best treatment, so you can return to your regular job as soon as possible.

Zero Tolerance or Substance-Free Workplace

It is your responsibility to ensure your own personal safety and recovery from illness or injury. You will be held accountable for your actions that do not follow company policy and procedures.

The company has a vital interest in maintaining a safe, healthy and efficient workplace for the benefit of its employees, clients and the public. The use of performance impairing drugs can cause avoidable injuries to employees, damage to property and productivity losses. In our efforts to provide a safe workplace, we have a substance abuse policy. Reporting for work or working under the influence of alcohol or illegal substances is prohibited. The use, possession, transfer or sale of illegal substances, alcohol, or any other substances which impair job performance or pose a hazard to the safety and welfare of the employee, the public, or other employees is strictly prohibited and may result in immediate disciplinary action as outlined in our company policies and procedures.

CMS Basic Safety Rules

Safety rules list the specific activities to do or avoid for completing the job effectively and safely.

Important things to keep in mind regarding safety rules are that the list is not all-inclusive as situations and environments change with each event and venue:

Employee Responsibility and Accountability

- Do not take safety risks.
- Report to work alert, rested and in good physical condition.
- Know the usage of personal protective equipment (such as hearing protection, adequate footwear, and helmets) must be worn when required for specific job tasks or work areas.
- All accidents, close calls, incidents and injuries, regardless of how minor, shall be reported immediately to the supervisor.
- All work is to be performed in a safe manner according to our written procedures. If you have a concern about the safety of a task, bring this to the attention of your immediate supervisor.
- Understand your work assignments and perform only the job functions in which you are fully trained. Discuss any unfamiliar work assignments with your supervisor prior to beginning the task or event.
- Possession of firearms or other weapons is prohibited on CMS or venue property, or while you are on CMS business.
- Horseplay or practical jokes are prohibited.
- Use or being under the influence of, intoxicants or drugs while on the job is prohibited and shall be considered cause for termination.
- Aware of back injury prevention including standing for long periods of time, walking for extended periods of time, and/or lifting frequently.
- Ignoring safe work practices, policies, procedures, rules or other safety instruction could be cause for disciplinary action up to and including termination of employment.
- All employees shall correct an unsafe condition or practice to the extent of their authority and/or report the hazard to their supervisor.
- Aware of the hazard you may be exposed to including blood borne pathogens, TB, and other infections. Know how to handle, manage, and dispose of them.
- Provide information and/or volunteer for the monthly safety committee
- Know and understand the Hazardous Communication Program
- No worker shall operate equipment unless fully trained and authorized for its use.
- Always use the proper tool, equipment, or process for the job.
- All employees are forbidden to ride on ATV's, Golf Carts or other mobile equipment unless authorized and trained by a CMS Manager or Supervisor and have appropriate insurance and licensing for the vehicle if necessary.

Hazard Assessment and Correction

Visually inspect area:

- Holes in ground, loose rocks, steep embankments, sand
- Loose boards, stairs, obstructions
- Spills, wet surrounding causing slippery surfaces
- Uncovered electrical wires, cords, outlets
- Trip hazards not marked appropriately
- Low trees, seats or tables unsteady
- Check points for motorized vehicles – ATV, Golf Carts, and Motor Cycles

Identify potential hazards

- Observe surrounding area for safety

Report/Correct hazards immediately

- Notify immediate supervisor, by radio, written on paper or through another employee
- Do not leave area if potential to cause harm

Return-To-Work Policy

If an employee is injured on the job, our goal is to assist in obtaining medical treatment and return the employee to work as soon as possible. Our employees also have responsibilities for notifying us of their condition and providing appropriate information to assist in the Return to Work process. Through this joint effort, recoveries are faster and employees return to productive work environments sooner.

Discipline Policy

Violations of safety policies to include, neglect of authority, intentionally or causing harm or injury to self or others, noncooperation with established safety protocols from venue staff and/or supervisor, a violation of this policy or any other serious offense; any employee found to have engaged in such conduct is subject to severe disciplinary action, including termination of employment.

Management reserves the right to make additions deletions and or modify this policy on an ongoing basis.



Crowd Management Services

A Division of Starplex Corporation

TRAINING ORIENTATION

History (15 minutes)

- Originally Crowd Management Services in 1979 in Portland Oregon
- Started an Office in Spokane Washington in June, 1980
- Opened offices in Yakima, Tacoma, Seattle, Billings, and Eugene starting in 1990
- Over 3,000 part-time event and guest service staff
- Divisions of Starplex/Crowd Management include: guest services, event staff, Progard Uniform Division and parking and traffic

Crowd Management and Guest Services vs. Security Guards (15 minutes)

- Strictly work in crowd environments with many oversights ie. close supervision, police observations, crowd watching
- Must enforce rules necessary to assure crowd safety
- Physical enforcement incidental to job responsibilities- last resort
- Not subject to state licensing as primary job is not to enforce, but manage
- Supervisory staff and uniformed security subject to licensing
- Do not identify as security or wear security uniforms

Recruitment (10 minutes)

- Target Market is the service industry
- Retirees, School Teachers and aides, college students are other fields targeted
- Most occurs word of mouth
- Usually hire prior to the busy summer months
- Orientations last minimum 4 hours. Further training occurs for Guest Services and Alcohol Awareness Training. Total (ten hours)
- Market this as a fun job but stress the importance of our performance to the success of the event.

Expectations (5 minutes)

- Expect our personnel to work as many events as possible.
- Do not force them to work any events they do not want

- Must use self-restraint when dealing with guests or situations
- Represent the company and the client in the highest regards.

Selection and Background Check (5 minutes)

- Once selected personnel are required to attend training orientation
- There will be a background check performed by selected supervisory staff
- Training also in alcohol awareness and emergency procedures
- Facility Training is also included at some locations
- Put on 6 month probation period while being evaluated by supervisors

Crowd Philosophy and Crowd Management Techniques (20 minutes)

- Service Theme – “We provide exceptional Guest Services, to people of all ages, to assure a safe and enjoyable experience at each event.”
- Staff is responsible to make every effort to assure that each guest leaves the event with the satisfaction of experiencing an enjoyable time in a safe surrounding.
- Staff represents each facility and client. Most guests think of our staff as if they are the client or facility.
- Successful crowd management and guest service programs are based on several factors. Those include: combining the right personalities with basic procedures for the purpose of successful guest interaction.
- Image is everything – Our staff not only represents our firm but also the facilities and clients. This image reflects on our organization, our profession, and on the facilities we serve

CMS Ten Step Guest Service Protocol (30 minutes)

11. Prepare To Meet Your Guests
12. Smile
13. Make Eye To Eye Contact
14. Provide A Verbal Welcome
15. Remain Visible And Present An Approachable Demeanor
16. Assertively Seek Out Guest Interaction
17. Find a Solution
18. Display A Professional Image At All Times
19. Display Pride In Your Job
20. Show Appreciation To Exiting Guests

Enforcement of Rules and Regulations (30 minutes)

- Client Rules may differ at different facilities – know them
- Utilize the Starplex 3-Step Approach – Step One- Assume the guest does not know what the rule is. Inform them of the rule. Step two- if the guest does not comply come back more assert and re-explain the rule and tell them what will happen if they do not comply – Step 3 Call supervisor to come in and the guest will be subject to eviction from the facility

- Evict without the use of physical force when possible
- React to all disturbances quickly to avoid crowds becoming involved

Handling a disturbance (30 minutes)

- Examples of what constitutes a disturbance
- Any disturbance will cause attention for the crowd
- Take a guest out of the public eye to deal with them if not resolvable quickly
- Bring in necessary backup to handle without disturbing the crowd
- Create a dead zone area whenever there is a situation in the crowd such as an injury, fight or crowd disturbance.
- Never leave a passed out person unattended. Even if you know they are intoxicated do not let them sleep it off. Take them to first aid.

Clearing Aisle ways (10 minutes)

- You can lose control of an aisle way if you do not act when guests begin to loiter
- Most are looking for friends or locations of their seats. Interact with them to assist them moving
- On average 80% of the guests move right away. 19% wait for another response while 1% is there to see "whom they can mess with today".
- Utilize the 3-step approach when enforcing this rule

Evictions (30 minutes)

- When an eviction is going to occur make sure it is done swiftly
- Take them out of the crowd's view. Remember it is often difficult to negotiate with someone if they are intoxicated.
- Have enough staff on hand to perform the eviction without the use of physical force when necessary.
- If someone is combatant staff must be in at least a pair when dealing with an eviction. If physical restraint needs to be used security staff and supervisory staff can use an arm hold and/or an arm bar technique. **Demonstrate**
- Have a backup watch for other guests trying to intervene and also to serve as a witness.
- Use only enough restraint necessary to overcome resistance

Report Writing (20 minutes)

- Very crucial in protecting the facility, client, company and staff members
- It will serve as an official statement of facts and can be utilized later to familiarize yourself with the incident should it go to trial
- Important to include exact circumstance and utilize good written skills explaining what occurred.
- Remember to include general characteristics and changeable items such as clothing.
- Get a supervisor involved if you are uncomfortable filling out a proper report
- Your supervisor must approve the report prior to it being officially completed.

- Copies are made for the client, facility and law enforcement if they become involved
- Provide examples of Good Report vs. Improper report

Arrest Procedures (5 minutes)

- Guests detained for possible arrest – Client and/or guest can file charges
- Starplex Corporation supervisors and uniform Progard agents will contact police either on site or over phone to determine the action to take
- You can detain for citizen arrest if you witness a crime take place or at request of third party. You must turn over to first available law enforcement person
- Find any witnesses to a crime or incident and take witness statements
- Complete all written reports on the crime or incident to give arriving officers
- Not our primary job – Arrests are rare and as a last resort

Police Relations (5 minutes)

- Very strong relationship in each City/State
- Provide volunteers for Academy training for the Police
- Select staff receive additional training from police
- Work together on traffic plans and security plans in an event setting

Public Safety Inspection (30 minutes)

- Since 2001 this has become very important in the facility entry procedures
- Different forms include: visual, strong visual, pat-down and metal detector inspections (explain each) some will depend on your local laws on what you are allowed to perform
- Each facility has different entry rules and what each facility allows to be carried into their facility
- All facilities have the right to deny entry to a guest if they are intoxicated, carry in illegal contraband or are combative
- Demonstrations of each type of inspection

Some guests may say it is illegal to search them. Starplex Corporation is a private guest service/event staff firm providing a public safety inspection and enforcing the rules of the facility. No arrests will be made for contraband- only refuse entry

GUEST SERVICES

Mission Statement (2 minutes)

Quality service is never an accident. It is always the result of training, dedication, sincere effort, and skillful execution.

Image (5 minutes)

- Image is everything
- Only get one chance to make a first impression
- Represent the client, facility, and promoter as well as Starplex Corporation
- Make sure you look in the mirror and represent yourself in the best light
- Dress appropriately - Make sure you clothes are not wrinkled, soiled or inappropriate
- Follow the dress attire guidelines setup in the training orientation
- BE APPROACHABLE

Dress Attire (10 minutes)

- Indoor – Black Slacks, long sleeve white cotton dress shirt, black dress shoes or black “referee style tennis shoe” with no white or stripes on them.
- Earrings
- Belts
- Facial Hair and Hair Length
- Fanny Packs
- Flashlight, Notepad and Pen
- Buttons, Bows in Hair etc.
- Blazers, Sweater Vests, Jackets
- Outdoor – Dark Black Jeans, Company provided Polo Shirts, Jackets
- Dark Tennis Shoes if possible
- Go Over Standards listed under indoor

Job Descriptions (10 minutes)

- Managers/Assistant Managers
- Event Supervisors
- Supervisors
- Crew Leaders
- Training Coaches

Ushering Intro (5 minutes)

- Ticket Takers
- Directors
- Guest Services
- Door Attendants
- Ushers
- Club or VIP entry

Event Staff Intro (5 minutes)

- Line Control
- Inspections
- Mixer Board
- Floor Aisle Staff
- Front of Stage
- Backstage
- Rovers
- Alcohol Awareness

Scheduling (20 minutes)

- Hardest job a manager has
- Standard scheduling usually the last Tuesday and Wednesday of each month – Schedule for the following month
- Employees given Regional Earpiece with payroll two weeks before scheduling to allow them to prepare for the following month
- Some Regions- In office Scheduling
- Over the phone Scheduling
- Email, Fax or drop off calendars
- Location, Call Time of when a person is scheduled to start
- Dress Attire
- Event Name to prepare employee

Check In/Check Out Procedures (10 minutes)

- Sign-In Sheet
- Sign Name – Company to put in start time
- Check out of equipment – Blazers, Shirts, Jackets, Radios, Vests, Flags, etc.
- Sign-Out- Company to put out time
- Turn in all equipment checked out to you
- Write time in and out on your own calendar and keep track

Pre- Event Crew Meetings (10 minutes)

- Given facility data sheet
- Go over event specific information
- Go over Company specific information
- Review Emergency Procedures
- Supervisors Call out staff assigned to them
- Supervisors will go over individual meeting for their assigned area
- Familiarize yourself with the area you will be working
- Guest Communication
- Breaks

- Stay in Assigned Area
- Performance and Attitude
- Pre-Event Facility Check

During Events (15 minutes)

- Rotations of Crews
- Keeping Aisle Ways Clear
- Alcohol Awareness
- Problem Solving
- Disabled/Physically Challenged Guests
- Handling Disturbances
- Enforcement of Rules and Regulations – Inform the Guests – Get Supervisors involved if problem persists
- Handling Guest Complaints
- Clearing the House
- Post-Event Facility Check

Other Guest Services Topics (10 minutes)

- Guest Services
- Box Suites/VIP Areas
- Spills-Response
- Medical Situations- Response and Documentation
- TEAMWORK within facilities

EVENT STAFF TRAINING

(2-hours)

More In Depth Coverage and Demonstration

- Work with enforcement staff on access control
- Another layer of informational personnel
- Dress Attire is more likely a polo shirt with event staff and an employee # on back
- Job Descriptions – Inspectors, Front of Stage, Mixer Board, Aisle Staff, Stage Right/Left, Backstage, Rovers, Alcohol Awareness, ID Checkers, Jumper Squad
- Shutting Down Aisles, Re-Routing guests to back of house aisle entry points
- Public Safety Inspections
- Confiscations of non-allowable items
- Refusing entry to guests
- Handling Disturbances
- Enforcement of Rules and Regulations
- Evictions- Last Resort, Limited Physical Response – Arm Bar Techniques
- Alcohol Awareness – Refer to Alcohol Awareness Training for Overview

- Mosh Pits – Refer to Corporate Mosh Pit Procedures
- Communications with Guests about Mosh Pits and Festival Seating Concerts
- Assisting Guests over Front of Stage Barricades
- Catching guests surfing over Front of Stage Barricades
- Moving guests back from Front of Stage Barricades (“Creation of Snake-like line at back of floor crowd”)
- Jumper Squad responsibilities
- Communications – Radio Calls
- Base-Command Center Activities
- Police Relations
- Documentation – Report Writing

Standard of Conduct Policies

- Criticism and Obedience
- Truthfulness
- Courtesy
- Reporting Poor Behavior
- Trust
- Rumors
- Conform to Laws
- Official Files
- Press or Media Relations
- Courtesy to the Flag
- Gifts and Gratuities

Actions that will lead to Disciplinary Actions or Termination

34. Not showing up for an event for which you were scheduled
35. Showing up late for work without prior approval
36. Not performing your job function while on duty
37. Leaving your assigned position
38. Using your position or identification to gain free entrance of yourself, or any party, into an event
39. Misusing equipment
40. Drinking alcoholic beverages or taking non-prescribed drugs, while on duty, or immediately before going on duty
41. Unnecessary or unreasonable force in the handling of a situation. This includes striking or kicking anyone
42. Unnecessary provocation of an incident
43. The carrying of any weapon, mace, or restraining device without authority
44. Using your position on this staff for any personal gains
45. The acceptance of any gifts or gratuities without management approval
46. General or Sexual harassment to fellow employees, facility staff, or the general public
47. Any form of prejudice due to race, color, or creed
48. Gambling in any form while on duty
49. Smoking, chewing of tobacco, or using snuff on duty except during scheduled breaks

50. Unauthorized entry to a backstage area or violation of backstage policies
51. Using this position to recruit personal acquaintances or social dates with guests
52. Any actions that will tend to damage the image of this organization
53. Immoral or lewd behavior of any kind at anytime
54. Inappropriate or unprofessional interaction with guests of any venue or event
55. Involvement in, or conviction of, any criminal activities including while off duty from Starplex/CMS
56. Falsification of records or reports
57. Unprofessional or aggressive attitude towards guests, event representatives, other Starplex/CMS staff, or anyone else while on duty or not
58. Willful destruction of property
59. Violation of safety procedures
60. Violations of any cash management procedures associated with Starplex/CMS, its clients, agents, or associates
61. Communicating inaccurate, inappropriate, or false communications or rumors concerning Starplex/CMS, its agents, employees, clients, or associates
62. Divulging confidential company related information or activities
63. Communicating with any member of the news media regarding company or Starplex/CMS client related events or matters
64. Sleeping while on duty
65. Failing to respond to a court subpoena requiring your presence at trial or other court related matters
66. Solicitation of any items, or attempts to solicit while on duty

Payroll (15 minutes)

- Paid once a month
- Pay period is from the 1st of the month thru the last day of the month
- Pay Rates – Many different depending on position and division of Starplex
- Make sure you keep track of your hours on a personal calendar
- Filling out W-4 Information
- Taxation on monthly payroll
- Payroll Pickup at most offices/Some mail out

Employee Services Department (5 minutes)

- Located at Corporate Headquarters
- Unemployment claims
- Requests for housing, pay stub information, welfare benefits
- Work with state agencies and collections companies on payroll deductions
- Internal investigations regarding managers
- Sexual harassment claims
- Workmen Compensation Claims/L&I
- Lost W-2 forms

EMERGENCY PROCEDURES TRAINING

(2-hours)

- Purpose – Prepare all facility staff on how to respond should an emergency occur
- Intent – To create the most efficient and safest evacuation procedures to protect the lives of the guests and staff at each venue we provide services for
- Define – Explain the different types of emergencies that may occur – Fire or Catastrophe, Crowd Disorder, Hazardous Materials, Bomb Threat or explosion

Different Agencies Involved

- Facility Staff
- Starplex Corporation
- Police/Sheriffs
- Fire Departments
- Emergency Medical Services

Operational Situations

- All staff involved must have an agreed upon area to go to in the event a major emergency occurs. Starplex Corporation will stay in position to assist agencies when they arrive.
- An agreed upon operational area of a facility will be secured by Starplex Corporation and will be limited to selected staff and agencies that will be apart of the incident command
- Follow the guidelines of your facility with the best and most efficient way to evacuate the facility. (Give Examples)
- Emergency Position Locations
- Assisting the Elderly and Disabled
- Creation of an outside perimeter once facility is evacuated

Incident Command

- Most Likely near an event site
- Made up of Law Enforcement Representative, Fire Representative, Emergency Medical, Facility Management, Security Representative
- Incident Commander will direct the evacuation through utilization of the command representative.
- Usually will go into Unified Command where both Law Enforcement and Fire will work together
- Documentation person will document calls and directives given

Creation of Public Information Officer

- Public Information Officer representing the facility will be the only one communicating with the media
- Some Events such as Monster Truck will have their own Public Information Officer
- All statements from the incident will be made from the PIO.
- Law Enforcement and Fire will have their own statement regarding their involvement
- No staff member from any organization will make statements to the press

Mitigation

- How to handle refunds
- Rescheduling Event
- Research of the action that caused evacuation
- Documentation
- Political-Social Affect
- Closure of event or facility
- Loss of work

ALCOHOL AWARENESS TRAINING

(4 Hours)

Combination of TEAM (Techniques For Effective Alcohol Management) and Starplex/CMS Operational Training

- Effects of alcohol misuse (social, legal, personal)
- Alcohol and its effects on physical and mental behavior
- Signs of impairment
- Importance of prevention in alcohol management
- Management policies and procedures on alcohol sale and consumption
- Community/management/employee teamwork in responsible alcohol management
- Appropriate methods to implement management policies and procedures
- Importance of employees' roles; save lives; create a safe, enjoyable atmosphere for guests; maintain the future success of their facility
- Training Different than other alcohol training because it uses all employees and not just beverage and security

Misuse of Alcohol

- Examples
- Problems you may encounter when trying to deal with misuse of alcohol
- Pre-Test to people what they know before the rest of training begins
- Comparison with final test at the conclusion

Effects of Alcohol misuse

- How many impaired drivers leave your facility after a function
- 1/3 of crowd are drivers
- ½ of drivers drink alcohol
- 1/20 of drivers drink too much

Results

- Typical Crowd 12,000
- Number of Drivers 4,000
- Drinking Drivers 2,000
- Drivers Drinking too much 100

Legal Effects

- States passing laws establishing liability against persons who serve alcohol to anyone visibly intoxicated.
- Larger Settlements awarded to injured parties
- Deaths

Effects on Facilities

- Loss of safe, enjoyable atmosphere (fights, injuries, interference with games)
- Bad publicity for facilities
- Loss of guests
- Greater potential for lawsuits
- Increased Insurance coverage
- Less available Insurance coverage
- Need for policies and procedures on responsible sale and consumption of alcohol
- Need for employee training on how to carry out the policies and procedures

Effects on Facility Employees

- All employees are vulnerable to the threat of alcohol related lawsuits
- Greater chance of losing job
- Need for training in how to carry out management's policies and procedures on responsible sale and consumption of alcohol.

Alcohol Overview

- Alcohol is a Drug – Slows down mental and physical reactions reflexes, judgment and inhibitions, vision, and coordination
- Alcohol affects people differently depending on:
 - Amount consumed
 - Amount of food in the stomach

- Time Span while drinking
- Body weight
- Gender (male, female)
- Age (adult, minor)
- Health (in shape or out of shape)
- Drug use (over-the-counter, legal, non-legal)
- Mood
- Tolerance, Experienced drinker versus an inexperienced drinker

Give general guidelines on impairment – How alcohol changes physical and mental behavior

- Impairment
- Reflexes
- Attention wanders
- Judgment and inhibitions change
- Vision weakens
- Coordination reduced
- Other signs – untidy, disheveled clothes; frequent trips to the restroom; frequent rubbing of hands over face or through hair

Level # 1,2,3 Signs of impairment

How much alcohol it takes someone to become intoxicated

- What has more alcohol, a 12 oz. Beer, a 5 oz. Glass of Wine, or 1.5 oz/ of Liquor? – Answer – They all have the same amount of alcohol
- In three hours how many 12 oz. Regular beers would it take the average male to become intoxicated? The average female?
- Answer – Male: 6 beers. Female: 4 beers
- Why would knowing this information help you prevent alcohol-related problem?
- Possible answers: We will know better when to intervene to control the amount of alcohol purchased, encourage guest to buy food

Managing Impairment

- Controlling the size of cup
- Controlling the number of beers purchased at one time
- Offer food suggestions
- Limit the time alcohol is served
- Mood – Create activities during intermissions to monitor guests
- Teamwork- Each member is important. Only if the team works together can you ensure responsible alcohol sales, service and consumption. The whole team is affected when one role is not carried out
- Be courteous and considerate – Unfortunately, it's not enough to know how to follow procedures. We must also know what to say or not to say when carrying out management policies. The "way" we say no, or make a request, means the

difference between the guest doing the action or not doing the action, doing what we say and still having positive thoughts about us. We don't want to ruin the fun and enjoyment. We want to maintain a friendly, positive atmosphere.

Key Steps in preventing/controlling alcohol-related problems

- Be aware
- Know management policy
- Follow the procedures
- Always be courteous and considerate

Management Policies and procedures on responsible sale and consumption of alcohol

- What is a policy? – Answer: A course or method selected to guide and determine present and further actions and decisions.
- What is a procedure? – Answer: An established way of carrying out policies

Policies and procedures affect all service areas even when policy or procedure does not directly apply to your job. For example, the policy of not selling a ticket to an intoxicated guest may directly impact the actions of the ticket seller, but the policy indirectly affects other service areas as well.

Role of Employees in your venue

- Parking Lot Attendant
- Ticket Seller
- Ticket Taker
- Concession Server selling to a minor
- Usher
- Concession Server selling to an intoxicated person
- Event Staff and Security

Post Test

- Go over answers
- Answer Questions
- Compare how well you did on the posttest compared with the pretest

Benefits of TEAM

- Utilize all employees in a facility to assist in managing alcohol consumption
- Allow employees to know policies and procedures
- Reality Check on what the misuse of alcohol can do
- Allows employees to make a difference
- Reduces liability exposure
- Creates a safe and enjoyable environment
- Maintains the integrity of the facility
- Keeps guests from leaving from a bad environment



Crowd Management Services

A Division of Starplex Corporation

ACCIDENT PREVENTION PROGRAM

Purpose

This Accident Prevention Program describes and guides the safety management system for Starplex Corporation. Its overall purpose is to ensure that proper steps are taken to protect Starplex Corporation employees from the hazards associated with every operation at each location. It also describes the steps Starplex Corporation will take to comply with the applicable state and federal safety regulations.

This accident prevention program is available to all employees in each region. This program will be reviewed annually and revised as necessary. The plan covers the basic practices and procedures for all operations and employees within each division of Starplex Corporation. Specific details pertaining to safety are addressed in more detailed in specific hazard control programs.

Accident Prevention Introduction

Starplex Corporation believes that safety is critical to every task, no matter how urgent or important the task is. Business will be conducted in a manner that respects human health, safety, and the environment and is committed to:

- Providing safe and healthy work areas for all employees
- Providing to our customers, clients, business associates and contractors a safe and healthy place to conduct business
- Providing necessary training to our employees to prevent injury during interaction with crowds at special events.

Management Commitment

Starplex Corporation places a high value on providing and maintaining a safe work place for all of our employees. We are committed to providing a safe workplace for everyone and have developed this accident prevention program to involve management, supervisors and employees in identifying and eliminating hazards that may develop during our work processes. It is the basic safety policy of this organization that no task is so important that an employee must violate a safety rule or risk an injury or illness in order to get a job done.

Starplex Corporation employees are required to comply with all company safety rules and are encouraged to actively participate in identifying ways to make our company a safer place to work. Supervisors are responsible for the safety of their employees and as a part of their daily duties must check the workplace for unsafe conditions, watch employees for unsafe behavior and take prompt actions to eliminate any hazards.

Management will do its part by devoting the resources necessary to form a safety committee who consistently review policies and procedures that effect the day-to-day safety operations for Starplex Corporation's different venues and sites. We have developed a system for identifying and correcting hazards that involves all employees. We have planned for foreseeable emergencies. We will provide initial and ongoing safety and health training for our employees and supervisors. Finally, we will establish a disciplinary policy to insure that company safety policies are followed.

Accident Prevention Program Responsibilities

The Safety and Compliance Manager is responsible for updating and maintaining this program to keep it current with operation and regulatory changes and evaluate training requirements. Starplex Corporation's Safety and Compliance manager works with each manager in each region with regards to new special event sites or facilities and its hazard potential.

Written Program Responsibility

As regulatory standards are revised or new items developed, the Safety and Compliance Manager is responsible for reviewing that information and determine the regulatory needs. This information will be updated and maintained as part of the Accident Prevention Program

Operational Responsibility

Each Area Manager is responsible for ensuring the program is effectively used within the local area.

Area Management Responsibilities

- Review information from Safety Committee to carry out its responsibilities as described in this program
- Provide sufficient employee time, supervisor support, training, and funds for safety equipment or supplies, to carry out the provisions in the safety program.
- Evaluate supervisors each year to make sure they are carrying out their responsibilities as described in this program
- Respond to Safety Committee recommendations resulting from incident investigations, procedure reviews and follow-up reviews of employee observations.
- Ensure that a record of injuries and illnesses and posted as described in this program.
- Lead by example by following established safety rules and attending required training
- Review with management and supervisory staff, any unsafe practices or conditions that were reported.
- Maintain compliance with company policy and procedures.

- Review and evaluate this program annually
- Maintain manager accountabilities in development and maintenance of this safety program for each region or operation.
- Include the operation's safety and compliance objectives in performance evaluations.
- Provide an initial orientation prior to allowing the employee to work.
- Document employee training.
- Ensure that during musical events employees are required to wear earplugs when they come into the seating areas.
- Complete pre-event facility walk-thru at different venues to ensure a safe work environment. Identify potential hazards and report to area supervisor. This will then be reported to the Client so they can repair or fix the hazard.
- Provide Safety training as needed. Ensure employees participate in the appropriate Monthly Safety Activities.
- Set the example for employees by following safety rules and attending required training.
- Investigate all incidents, completed accident reports and report your findings to the Safety Compliance Manager.
- Ensure Supervisors are conducting Safety Training tips monthly at their respective events.
- Communicate with Corporate management changes to work practices that will improve employee safety.
- Develop job descriptions and assign tasks so that the different venues or sites for special events ensure a safe work environment.
- Delegate safety related tasks to employees as necessary to ensure program effectiveness

Employee Responsibilities

- Adhere to all safety rules described in this program, which also address regulatory safety standards.
- Report unsafe conditions or actions to your supervisor promptly.
- Report all injuries to your supervisor promptly regardless of how serious within 24-hours of occurrence.
- Always use earplugs when in or near seating areas where loud music or noise may effect hearing.
- Encourage co-workers to used safe work practices on the job.
- Make suggestions to your supervisor or management about changes you believe will improve employee safety. Use the "Bright Ideas Box" located in your Area Manager's Office.
- Help develop and maintain and effective safety program for your operation

Employee Participation

In order for a Safety Program to be successful, Employee participation must be a key component of that plan. Employees are encouraged to participate in safety activities, individual and group training, inspections and other planned programs within the Starplex Corporation Safety Program. Employees are encouraged to report unsafe conditions to their manager or supervisor immediately. As with all levels within the Starplex Corporation organization, employees and area

leadership are expected to abide by safety rules and procedures established to protect workers, guests and clients at all event sites and venues.

An open communication program is established for employees to discuss safety issues with their leadership team or any other manager within the organization. The Safety and Compliance Manager encourages employee rights to bring safety issues to the attention of Management so that appropriate actions can be taken to resolve the issue.

Employee Safety Training

Throughout the year Starplex Corporation employees will be required to participate in Safety Training as it relates to specific event sites. Event Supervisors will be responsible for reviewing specific safety issues at the event. For example, during Pre-Event meetings prior to opening doors to the general public Event Supervisors will review the emergency procedures for that particular building, venue or event site and the responsibilities if an emergency occurs.

Annually, during guest services training, the area or regional manager will review the Emergency Procedures plan and other safety topics to ensure employees understand a safe work environment.

Some of these items will include:

- Accident Prevention Program
- General Safety Rules
- Security Plan- Site Specific
- Emergency Evacuation Plan
- First Aid Response Plan
- Location-specific programs

Safety Committee

Starplex Corporation will conduct Safety Committee meetings monthly. This committee will meet or otherwise discuss monthly the issues laid out on the "Safety Meeting Agenda and Minutes".

Hazard Recognition or Risk Assessment

Starplex Corporation conducts yearly assessments of risk features to identify and communicate hazards in its work areas. Some of these assessments will utilize:

- Injury Log
- OSHA 300 Report
- Incident Investigations
- Monthly Safety Inspections
- Report of Unsafe Conditions and Practices (Employee observations)
- Corporate Compliance Reviews

Starplex Corporation has established the following areas to review to prevent hazards in the workplace from causing injury or illness to its employees.

The following items are utilized when conducting risk assessment for training purposes:

- General Safety Rules
- Company Policies and Procedures
- “Pat Down” Public Safety Inspection
- Metal Detector Wand Search
- Alcohol Awareness Training
- Alcohol Enforcement Techniques
- Employee Appearance
- Backstage Security
- Breaking Up Fights
- Barricade Security in “Mosh-Pit”
- Pre-Event Facility Checks
- Access Control
- Consent to Search
- Conflict Resolution
- EMS communication
- Fire Department protocol
- Handling Disturbances
- Site Security
- 24-hour Security
- Security Rounds
- Detaining Guests
- Emergency Procedures
- Move-Ins
- Move-Outs
- Overnight Security
- Moving Vehicles
- Parking Cars
- Perimeter Checks
- Radio Communication Procedures
- Report Writing
- Reporting Injuries
- Reporting Maintenance Problems
- Reporting Thefts
- Reporting Wet Spills
- Roving Techniques
- Vehicle Search
- Seating Guests
- Service Entry Gates
- Slips and Falls
- Stage Door Security
- Traffic Setup/Tear Down

- Vehicle Checks
- Unlocking Facilities
- Use of Handcuffs- Policies and Procedures
- Vehicle Escorts
- Evictions Protocol
- Walking on slick surfaces
- Lifting
- Enforcement Techniques
- Working with Law Enforcement
- Court Responsibilities

Facility or Event Specific Safety Training

During selected events, staff will review pertinent information involving safety. First and foremost is to conduct a pre-event check of the working areas. This includes checking to make sure seating is locked into place at certain venues, that lighting for seats, hallways and structure is working, that there are no wet spills, no holes in the ground, no items sticking out of the ground that you can trip on, that front of stage barricade is secure with no sharp metal corners or surfaces showing that can injure the guest or employee and that all other potential safety issues are addressed.

Before some selected events each month, the event supervisor will be responsible for reviewing certain safety issues to ensure the group, as a whole understands them. For instance, in the Arenas we provide services for, an event supervisor will ask the group what they do if there is a fire or a major emergency that may cause evacuation of the guests. They may ask where fire extinguishers or other safety items are located in the event of an emergency.

Report of Injury or Incident

There are reports for both Injury and Incident located at each event. For injuries this can be used even if the injury is minor. It can be used for both an injury and a near miss. The incident report is used for damage to property, violation of Policy or Procedure, or an incident involving a guest that results in eviction, injury and/or arrest.

Each injured employee must contact his or her area office within 24 hours of injury; even if it is thought to be minor. Each area manager is responsible for filling out an injured worker form that is sent to the Safety Compliance Officer to review. The Area Manager needs to investigate the injury to look for solution or to find 3rd party information in case it becomes an occupational injury requiring medical treatment and/or compensation from State Insurance such as L&I, S.A.F.E. etc.

Violent Employee In The Workplace

The Workplace has become an increasing risk for workplace violence. Many violent reactions have occurred in the past two years throughout the U.S. Most businesses think it will never happen to them. Think again. With the economy the way it is and people living paycheck to paycheck, family stress and workplace stress is becoming more common than not. Our jobs as

well as the jobs of management at the Spokane Center is to reduce the risk and train for potential emergencies should they arise.

The best way to reduce the risk is to watch for employees who show signs of change in their personalities. There are several factors to look for. This also will occur over a period of time as most employees can go through mood swings daily. Significant mood swings, the way they dress, the way they talk or don't talk, their involvement with other co-workers, their punctuality, the way they look, and the attitude they have towards co-workers and management are all potential signs to watch for in the workplace.

1. Mood Swings
2. Dress Attire
3. Way they Talk or do not Talk
4. Involvement with Co-workers
5. Punctuality
6. Appearance
7. Attitude Towards Management and Staff

This is a teamwork environment where all of us in each Department need to help management monitor. Management needs to open communications with staff on regular basis.

If other staff members having problems and they communicate these problems be willing to help or listen. Try not to offer advice. Suggest they talk to their supervisors or to someone they trust. This may be you. Shutting out co-workers who may have problems could lead to larger problems.

There are several different reasons a violent employee will come back to the work place. The main reasons are to prove a point, confront the people they are upset at, or for attention. In any case this needs to be looked at as an emergency. I do not believe any of us working will have the knowledge or skill to "talk down" an employee. The main role is the safety of everyone around you.

- To prove a point - Sometimes these people want to make sure everyone knows why they are upset. The reasons could be minor, but to the violent person they are everything. They will seek other co-workers to agree or side with them.
- Confront the people they are upset at – Most of the time these are the supervisors or co-workers they work with. This type of violent person is one to worry about the most. They will probably have a pre-planned agenda. There will probably be no negotiating with them because they feel so strongly about their problem.
- Want Attention towards their situation - These people will probably do this at an event or in front of a group of staff. They want people to feel sorry for them and to support them.

In any case each example of a violent employee needs to be taken seriously. Some may be coming back to do bodily harm, some verbal harm, and others to gain support from their co-workers.

Since we are not experts, we do not expect any heroes if a situation becomes violent. Our goal is to get innocent people away from this area. Someone will need to contact 911 when needed. Keep the people the violent person wishes to see away from the area. Get everyone out of the building in this area.

If security is present and the situation allows for it, security will become involved and detain the employee.

Enforcement Techniques

The Crowd Management and Security Industry risks include interaction with guests that may be out of control, are violent or are violating policy in an event or venue that will require interaction either verbally or physically by select staff. It is important that employees understand that techniques or procedures Starplex Corporation requires are to not only protecting the employee but also to protect the guest in question as well as guests nearby. Verbal communication is our most efficient way to handle these types of guests. The most important step in a Crowd Management setting is to get the guest out of the crowd's view. If a confrontation ensues Starplex Corporation employees follow their job responsibilities, which is to have backup and to detain a guest through arm restraint or an "arm bar technique." Handcuffs are used only when absolutely necessary and only by staff trained in handcuff usage and they are licensed by the State as an unarmed private security guard. Additional staff that is near an incident with a guest in this type of situation are utilized for support but to also gather information from witnesses and other Starplex Corporation staff.

At no time does an employee strike a guest with foot, hand, fist or body parts. Physical restraint is taken as a last resort and is used to protect the employees and the subject from injury. Violation of this procedure can result in probation, suspension and/or termination.

Handling Disturbances

In the Crowd Management, Guest Services and Security Industry, disturbances can result in serious crowd interaction if they are not dealt with immediately. Examples are: Loud Obnoxious guests, intoxicated guests, fights or injury, and complaints. Starplex Corporation employees are instructed in training and continuing education to remove the incident from the main crowd's view. Select Staff are placed strategically at events to handle this type of problem should they occur. Strong Verbal Communication is the effective way to get the problem out of the crowds view. You cannot negotiate with an intoxicated guest. Staff needs to direct them out of the crowds view so they can handle the disturbance. Starplex Corporation utilizes a three-step approach to deal with problems in a crowd. If it is a rule violation or conduct violation that is not severe this approach applies. First step is to educate them on the violation. If it continues, a second warning is given with a firmer stance that if it occurs again the guest will be evicted from the event. The third step is an eviction from the event. At that time they are given a trespass warning.

After the incident has occurred the Starplex Corporation employee is responsible for generating an incident report. This report is reviewed by the Starplex Corporation event supervisor and a copy is provided to the facility and client. These reports are generated for law enforcement when needed.

Arrest Procedures

In the event a client, venue, or guest wants to press charges on another person, that guest is detained until the nearest law enforcement officer is found. The guest is then turned over to the officer and Starplex Corporation employees standby to offer assistance should the need arise. Starplex Corporation employees follow the guidelines of the Company's Unarmed Private Security Guard License. Each State has different guidelines and these are reviewed by the Safety Compliance Officer Annually.

Once a Starplex Corporation employee is involved with an arrest of a guest, employee, facility staff person or other, they are now responsible to be available to testify in court. Area managers will be available to lend them assistance throughout the course of the legal system.

Report Writing Steps

Report writing is a skill. Like most skills it must be practiced regularly to be fully developed.

With this in mind, remember the following steps:

1. While an incident is still in progress; think about the report, which will need to be done. Observe; take in all information you can.
2. Get relevant information from witnesses and those involved. Name, address, and telephone numbers.
3. As soon as possible make notes in your notebook.
4. Check with your Supervisor. Who is going to be responsible for actually writing the report directly?
5. If someone else on the Incident Response Team is designated to write the report or work with the report writer, give that person the information you have gathered. Make sure, however, you keep your notebook in your possession and retain the information for future reference.
6. If your Supervisor designates you to prepare the report, make sure you obtain all needed information from all others on the incident response team.
7. After you have obtained all the information possible, a good procedure to follow in prepare the report is the following:
 - a. Read your notes carefully, not once, but several times
 - b. Break the subject matter down into primary and secondary groupings and arrange them into logical sequence
 - c. Make a rough outline at the points you wish to cover and put them into final order
 - d. Using the outline as a framework, write your report, including all details.
 - e. Carefully re-read your report, checking its facts against those in your notes. Make all necessary changes and complete your final draft.
8. Before handing in your report review it with your Supervisor.
9. Upon favorable review from your Supervisor, sign, date the report, and submit it to the appropriate person.

Note: If an employee feels uncomfortable writing their report they need to find their supervisor who will assign them someone to assist them.

Who, What, When, Where, Why & How

Reports are usually directed to someone who has little or no knowledge of the incident in question. Therefore, all reports must be self-explanatory. The facts must be available to the reader without further explanation.

The following pointers on report writing are:

1. Be Specific. Focus on the known facts.
2. Be clear and legible. Use a logical sequence in simple language. Do not formulate opinions or deductions until the reader is aware of the known facts in the order of occurrence.
3. Avoid repetition and abbreviations.
4. Be thorough. All reports must answer the questions, Who, What, When, Where, Why and How.
5. Be accurate as to the facts you are reporting.
6. Be brief. Exclude all nonessential material. Which does not lend substance to the report. Keep in mind that you are only presenting preliminary findings.
7. Your report will be the foundation for the follow-up investigation to be conducted by security management or the Police. Your ability and potential will be reflected in your reports.
8. Having and maintaining a permanent notebook cannot be overemphasized.

All reports are based upon the answers to the following questions.

1. Who were the persons involved; any and all information that will identify the persons concerned?
2. What exactly happened; describe in detail exactly what took place. Do not take for granted that only one word such as "accident" will explain the incident.
3. When did the incident occur; any information that has to do with the fixing of time.
4. Where did the incident happen; and information that has to do with the location of places, persons, or objects connected with the matter. Exact locations are important.
5. Why did the incident occur? This is an add-on section that in many cases is opinionated and should be stated as such.
6. How was the event accomplished; all information obtainable that tends to show exactly how the occurrence took place? In many instances, this can be a lengthy narrative. Make sure that your findings are based upon known facts.

Remember that the sequence of answering these questions may vary according to the nature of the report.

In addition there needs to be answers to Physical description items.

1. Height
2. Weight
3. race
4. Complexion

5. Eyes
6. Glasses
7. Age
8. Facial features
9. Visible scars, Marks, Tattoos
10. Hair (color, length)
11. Clothing
12. Sex
13. Voice

Report Checklists

Incident Types

1. Personal Injuries

A. Slips and Falls

- Condition of floor or walking surfaces. (Clear, spills present, wet, dry, ice or snow present, debris present, even, uneven, cracks, holes etc.) If the floor is clean and there are no apparent safety conditions, that fact should be noted.
- Condition and type of shoes worn by person who fell. (Worn heels, broken or untied laces- high heels, beach sandals, bare foot, etc)
- Exact location of fall. (Measure from 3 prominent landmarks.)
- Position of person when first observed. (Standing, sitting on floor, sitting on chair, prone on ground, etc.)
- Any signs of intoxication? (Odor or alcohol on breath, drinking before fall)
- Names, etc. of witnesses, who observed the fall.
- Behavior immediately before fall. (Horseplay, carrying objects, inattention, reading while walking.)
- Did person complain of injury?
- Was medical attention rendered?
- Did person refuse medical attention

B. Jump/Fall

- Exact location of jump/fall
- Position of person when first observed. (Standing, sitting, prone)
- Does person complain of injury? (Always note if the subject is injured and wishes medical attention. Note if a person accepts or refused medical attention. Note the nature of any physical complaints of injury.
- Names of witnesses
- Any signs of intoxication. (Odor of alcohol on breath, drinking before fall.)
- Note whether or not there are any obvious signs of injury.
- Ask the individual how they jump/fell and record the reason given.

- If the person alleges they were pushed, ask for description of the assailant and for any witnesses. Note the individual's response.
- Ask and note how person "landed". (Feet, buttocks, upper body, etc.)
- Was person accompanied by others? (Note if person is with others who are high-spirited and seem to be clowning around. Note if friends also jumped or fell.)

C. Work Related Accidents

- Remind the Supervisors of the employee, that an accident report must be completed.
- Document how the accident occurred according to the employee.
- Note if individual was actually working at the time of the accident or attending an event. Etc.
- Note the names of any witnesses and take their statements. (Ask to determine if all safety rules and regulations were followed. Note if any "horse play" contributed to the accident.)
- Document if any broken equipment or furniture, etc. contributed to the accident.

2. Illness Of A Guest/Employee

- Note physical condition and position of subject
- Record the individual's chief complaint.
- Document anything significant about the person's physical condition.
- Note how you were notified of ill person and by whom.
- Record time you were notified and the time you notified medical personnel.
- Note names of EMT's who respond and the procedures followed.
- Note any medical background information obtained from friends and family.
- After treatment by EMT's note condition of individual.

3. Physical Contact Between a Staff Member and Guest

- Specify nature of contact. (Shove, push, punched, kicked grabbed, etc.)
- What parts of the body were struck or touched
- Clearly indicate who initiated the contact
- Record the exact location of the incident.
- Note the names and addresses of all witnesses.
- Provide a detailed description of all guests involved.
- Describe what started the incident.
- Indicate exact location of incident.
- Describe injuries if any. (Note if there were no apparent injuries.)
- Indicate a disposition. (Persons arrested or ejected, individual taken to medical unit, continuing investigation by Supervisor or Police.)

4. Traffic Accident

- Note exact location of accident – position of vehicles.

- Record names and addresses of those involved and witnesses.
 - Describe personal injuries if any.
 - Describe damage to vehicles.
 - Document license and registration, insurance information
 - Note road and weather conditions – daytime, twilight, night.
 - Note if any vehicles were towed and by what towing companies
 - Names of medical personnel if called.
 - Time of notification of Medical, Fire department.
 - Position of accident victims when you arrived on scene. (In vehicles, outside, sitting, standing, prone, etc.)
 - Note if Police were notified or not.
5. Formal Guest Complaint
- Describe the nature of the complaint as completely as possible
 - Do not editorialize in the report – maintain objectivity
 - Note if the complaint was referred to an operating department (Admissions, parking, security etc.) and who in that department talked to the individual.
 - Note if the party was referred to the Police
 - Record the context of the complaint – previous rowdy behavior, earlier complaint against complainant.
 - Use direct quotations whenever possible in recounting guest's comments.
6. Argument Between Employee And Guest
- Obtain statements from all parties involved; use as many direct quotes as possible.
 - Note names and other identifying information of all witnesses.
 - State the complete progressions of the incident. (Provide the context in chronological order.)
 - Note the resolution of the situation. (Was the guest referred to someone in management, etc?)
 - Note demeanor of those involved. (Agitated, calm, provoking, etc.)
 - Note if any vulgarities were used. (Direct quotes.))
 - Note if guest and employee had any prior contact with each other.
7. Ejections
- Record specific reasons for ejection
 - Note if a picture of individual was taken
 - Note if individual refused to have picture taken
 - Record whether or not an ejection notice was issued
 - State which Security personnel escorted the individual out of the building or off the premises.
 - Record exact location to which the individual was escorted.
 - Indicate the individual's demeanor while he was being escorted out.

- If the person being ejected is a minor, note the adult to whom responsibility for them was given.
8. Guest Asked to Leave Area (Accompaniment)
- Indicate if guest was previously warned about behavior, how many times and by whom.
 - Note who escorted guest from area.
 - Record identifying information from any witnesses.
 - Indicate if banned objects (cans, bottles, banners) are involved and describe completely.
 - Give specific reason for asking the guest to leave the area.
 - Include disposition of matter. (Agitation, final warning, etc.)
 - Indicate the names of other personnel who were involved.
9. Fires
- Exact Location.
 - Description of damage
 - Note location of any fire extinguishers used (for follow-up service).
 - Record what fire apparatus was on the scene and what personnel.
 - Note any injuries sustained by employees or guests.
 - Note time Security was notified and by whom.
 - Note time Fire Department was notified.
 - Note suspected cause of fire.
 - Record weather and other conditions, which may be material. (Windy day, lightning, etc.)
 - Describe all efforts to curtail fire.
 - List procedures implemented to control guests in area.
10. A Safety Problem
- How was the Security Department notified of problem?
 - Give exact location of problem.
 - Explain nature of problem and indicate its severity.
 - Describe steps taken to alleviate problem and by whom. (Area roped off, barricaded, etc.)
 - List those to be notified of problem
11. Guests Fighting With One Another
- Note any injuries to guests.
 - Note they were given opportunity to go to the Police office to file a formal complaint.
 - Record if complaints were signed.
 - Fully describe all involved.
 - Identify all witnesses.
 - Describe any medical treatment rendered and by whom.
 - Indicate disposition of incident.

- If minors are involved, note if parents were notified and to whom the juveniles were released.
- Note any damage to property including clothing.

12. Guests Throwing Objects

- Describe objects thrown.
- Note if objects hit anyone.
- Indicate where thrown objects landed.
- Note if photograph of thrown object was taken.
- Describe the demeanor of person who threw object. Is there evidence that he/she has been drinking alcohol?
- Describe the individual throwing the object.
- Describe any injuries resulting from incident.
- Note who reported the incident and completely identify any witnesses.
- Specific location from which objects were thrown.
- Give disposition of incident. (Guests ejected, referred to Police, etc.)

13. Lost Person

A. An Individual Reported Missing

- Note a complete description of the missing person including clothing.
- Note last known location of missing person.
- Record complete identification of individual reporting missing person.
- Indicate Security Procedures implemented to find missing person.
- Indicate disposition or conclusion of incident.

B. Lost Person (Probably A Child) Seeking Assistance

- Note time, location and circumstances when child contacts you.
- Provide complete description of child.
- Indicate all who come in contact with child.
- Explain how child became lost.
- Detail disposition of situation.
- Provide complete identification and description of person with whom child was reunited.

14. Vandalism

- Indicate the owner of the property damaged.
- Describe damage.
- If a motor vehicle is involved, complete a separate motor vehicle report.
- Note if vandalism may cause an on-going safety problem and who was or should be notified.
- Give specific location of incident.
- Note if Police were notified.

- Note if other similar acts of vandalism occurred in the same area at approximately the same time.

15. Theft Of Property

- Provide estimate of time of theft.
- Describe missing property.
- Note any witnesses.
- Identify victim.
- Note if Police are involved in investigation.
- Identify location of theft.
- Note special circumstances. (Pickpocket involvement, weapons used, etc.)

16. Confiscation Of Property

- Note why property was confiscated.
- Fully describe property confiscated and its condition. (Broken, opened, worn, good, etc.)
- Identify owner of property, if know.
- Which Security Personnel confiscated property?
- Indicate if property was tagged.
- Was property returned to owner and by whom?
- For controlled substances (drugs), indicate how material was passed on to Police and by whom.
- Describe demeanor of owner of property. Did he/she willingly surrender items and acknowledge problem associated with them?

BARRICADE SUPERVISOR INSTRUCTIONS

Assignment:

Staff assigned to work the barricade areas not only have one of the most important job functions, but also the most dangerous. Therefore, it is of great importance that the Supervisor of this crew maintains a thorough understanding of their job responsibilities in the oversight of their crew. You are directly responsible for the safety of your crew. It is your job to assure each and every crew member is not injured.

Responsibilities:

The following is a list of responsibilities assigned to the Barricade Supervisor:

1. Assemble your crew and assure a full complement of staff.
2. Brief your crew on their responsibilities and on our safety procedures.
3. Meet with the bands representatives to explain our procedures and learn of their concerns.
4. Place your staff in the positions best fitting their abilities.
5. Rotate crews to other areas for support and assure they return prior to each performance.
6. Rotate your staff inside the barricade as you observe them tire. Be sure each receives liquid breaks.
7. Brief every individual to you on redeploy.

8. Constantly observe your crew to assure compliance to policies and safety procedures. Remove anyone who does not comply with policy.

Supervisor Placement:

Position yourself so that you can observe your entire staff. You are not to have any involvement with the crowd nor are you to work the barricade wall. Basically you are a coach and your crew is the team. You cannot play the game but only inform the team on how to do so.

Briefing Instructions:

1. Inform the crew of their responsibilities.
 - A. Protect the stage and do not let patrons have access to it.
 - B. Assist patrons who need to get out of the pit area or who are injured by bring them out over the barricade wall.
 - C. Contain patrons who are crowd surfing as they come over the barricade wall.
 - D. Protect themselves from injury.
2. Show the crew how to contain a patron as they come over the barricade wall.
 - A. Do not lift the patron at any time. Either they come in surfing or the crowd lifts them over the wall.
 - B. With the help of other staff provide support for the patron as they come over the wall and ease them down to the ground.
 - C. Never take your eyes off the crowd. Never look away. As the patron is coming down be watching the crowd not the patron. This will protect against injury from another patron or thrown objects.
 - D. If you are alone and patron comes over the wall, assist in breaking their fall, but only to the point of being a buffer. If necessary, rather than take a chance of injury, allow patron to fall to the ground.
3. Once the patron has come over the barricade wall and is not fighting:
 - A. Walk the patron out assuring they do not turn and attempt to climb onto the stage.
 - B. Warn the patron that they have had their fun and that future attempts to come over the barricade wall could mean eviction.
 - C. After the second attempt over tell the patron the next time over they will be removed.
 - D. Evict all patrons who come over a third time.
4. Once the patron has come over the barricade wall and is aggressive or fighting remove the patron from the facility through an eviction exit. This is usually accomplished by passing the patron over to an eviction team.
5. Watch each other's back. Look out for one another. Most injuries occur by:

- A. Attempting to lift patrons.
 - B. Attempting to catch patrons rather than buffer.
 - C. Getting struck by a foot, knee, or arm.
 - D. A thrown object.
-
- 6. Maintain liquids in your body.
 - 7. Report physical exhaustion to the Supervisor.
 - 8. Report any injury to the Supervisor.
 - 9. Announce that any staff member not following procedures will be removed from the barricade assignment.

Representatives of The Act:

Often times the act representatives attempt to work the barricade area or tell our staff how to work the crowd. They need to realize that we operate under the facilities policies. Any instructions will be advice only. If it differs from the facility policy we will go by the facility procedures.

The representative may be in the barricade area, but only as an advisor or observer. They are not allowed to work the crowd.

HEAT STRESS PLAN

Starplex Corporation provides crowd management, guest services, parking and traffic services and security services to many special events during the summer months in the Northwest. Because there is a large demand for our services during peak hot weather months, Starplex Corporation is responsible for initiating a Heat Stress Plan to educate staff on the importance of hydration, to eat responsibly and to contact supervisors in the event they start to feel the effects of the heat.

Some examples of reducing the incidence of heat illness:

- Supply adequate water and encourage workers who work in hot weather to drink regularly, even when not thirsty (a cup about every 15 minutes is recommended.) Starplex Corporation management assigns staff specifically to relieve and check on staff and to help hydrate the employee.
- Learn the signs and symptoms of heat-related illness
- Workers need to avoid alcohol or drinks with caffeine before or during work in hot weather.
- Try to do the heaviest work during the cooler parts of the day.
- Adjusting to work in heat takes time. Allow workers to acclimatize. Start slower and work up to your normal pace.
- Wear lightweight, loose-fitting, breathable clothing and a hat.

- Take regular breaks from the sun. Loosen or remove clothing that restricts cooling.
- Watch co-workers for symptoms of heat-related illness. This is especially important for non-acclimatized workers, those returning from vacations and for all workers during heat-wave events.
- If exertion causes someone's heart to pound or makes them gasp for breath, become lightheaded, confused, weak or faint, they should STOP all activity and get into a cool area or at least into the shade and rest. Call for a supervisor immediately

The two major heat-related illnesses are heat exhaustion and heat stroke. Heat exhaustion, if untreated, may progress to deadly heat stroke. If workers show symptoms, always take this seriously and have them take a break and cool down before returning to work. Stay with them. If symptoms worsen or the worker does not recover within about 15 minutes, call 911 or the medics and have them transported and medically evaluated. Do not delay transport.

What are the symptoms of heat exhaustion and heat stroke?

Heat Exhaustion

- Heavy sweating
- Exhaustion, weakness
- Fainting/Lightheadedness
- Paleness
- Headache
- Clumsiness, dizziness
- Nausea or vomiting
- Irritability

Heat Stroke

- Sweating may or may not be present
- Red or flushed, hot dry skin
- Any symptom of heat exhaustion but more severe
- Confusion/Bizarre behavior
- Convulsions before or during cooling
- Collapse
- Panting/rapid breathing
- Rapid, weak pulse
- Note: May resemble a heart attack

What do you do if someone is suffering from heat exhaustion or heat stroke?"

Heat Exhaustion

- Move the worker to a cool, shaded area to rest; do not leave them alone.
- Loosen and remove heavy clothing that restricts evaporative cooling.
- Give cool water to drink, about a cup every 15 minutes
- Fan the worker, spray with cool water, or apply a wet cloth to their skin to increase evaporative cooling.

- Recovery should be rapid. Call 911 if they do not feel better in a few minutes.
- Do not further expose the worker to heat that day. Have them rest and continue to drink cool water or electrolyte drinks.

Heat Stroke (medical emergency)

- Get medical help immediately if available. Call 911 and transport as soon as possible.
- Move the worker to a cool, shaded area and remove clothing that restricts cooling.
- Seconds count – Cool the worker rapidly using whatever methods you can. For example, immerse the worker in a tub of cool water; place the worker in a cool shower; spray the worker with cool water from a garden hose; sponge the worker with cool water; or, if the humidity is low, wrap the worker in a cool, wet sheet and fan them vigorously. Continue cooling until medical help arrives
- If emergency medical personnel are delayed, call the hospital emergency room for further instruction.
- Do not give the worker water to drink until instructed by medical personnel.

At most facilities Starplex Corporation employees will have on-site medical personnel to assist them in the event they came down with heat exhaustion or heat stroke. All management personnel assigned to these events as well as the event supervisors need to communicate with the staff on the importance of hydration and eating responsibly. They need to work with relief teams and maintain an effective break system so they know where all the staff is located.

All managers when scheduling staff to outdoor events, must inform the employee of the weather conditions. They will let them know:

- Length of the shift
- How to dress
- Bring water cooler. If not one will be provided
- Do not drink pop or caffeine products
- Wear sunscreen. Events will also have sunscreen available.
- Urge they bring a hat, especially if they have thin hair or no hair.
- Bring Food to eat. At most events food is available at concession stands. Starplex Corporation offers ice to staff for their coolers at events.
- If staff has problems in the heat managers will assign them areas where they are out of the sun when possible. Otherwise they will not be scheduled.

Reporting heat problems is very important at our events. Because of the large number of staff all employees need to assist management monitoring each other's health in the weather environment and to report to your supervisor anyone you feel may be showing signs of heat exhaustion or heat stroke.

Staff need to fill out appropriate injured worker forms and ensure they are turned into the Event Supervisor.

INCLEMENT WEATHER POLICY & PROCEDURES

Each Venue that Starplex/CMS provides services for will have their own standardized inclement weather policy and procedures. Starplex/CMS will adapt its own plan to follow each individual client policy.

PURPOSE

The purpose of having an inclement weather policy is to be informative and give direction to our employees, the guests and participants in events we are providing services for.

OBJECTIVE

The objective of this policy is to establish guidelines by which decisions will be made on carrying out instructions from clients on cancellations, delays and or rescheduling of events due to inclement weather conditions.

POLICY

Starplex/CMS is committed to the safety and security of its employees, clients' employees, and guests. As such, during events where clients make a decision to cancel or postpone events because of the safety or overall concern for everyone attending an event, Starplex/CMS has installed training mechanisms to assist our employees with shutdown, postponement, or rescheduling of events. Starplex/CMS has created emergency procedures plans, or has been trained on clients own emergency plans, for the safe exit and evacuation of guests.

GENERAL PROCESS

In the event of potential inclement weather, the threat of weather or natural disasters such as earthquakes, tornados, floods, or threats to the venue, (firs, building collapse, chemical contamination) the client will implement its inclement weather and/or emergency procedures plan. Select Starplex/CMS employees will be assigned to assist the elderly and physically challenged to perform whatever the client deems necessary for the particular inclement weather situation.

HOLD IN PLACE

There are times when clients will hold guests of an event in place instead of an evacuation due to inclement weather such as lightening, high winds, and/or tornadoes. Employees would assist guests to designated "hold in place" areas.

CANCELLATION OF EVENTS

If a client decides to cancel an event due to inclement weather after staff have been checked in each employee would be paid a two-hour minimum for show up time. If the event is going the employees will continue to work to assist guests from the venue. Starplex/CMS would refer to the particular client emergency procedures plan to assist guests out of the venue.

PRE-EXISTING INCLEMENT WEATHER PROCEDURES

Starplex/CMS management will contact its employees to dress appropriately based on the inclement weather and prepare themselves for the upcoming event. This includes dress attire and/or layering of clothing based on the type of inclement weather.



From all of us here at CMS | Thank you for your time and consideration





Agenda Sheet for City Council Meeting of:
08/08/2016

Date Rec'd	7/21/2016
Clerk's File #	OPR 2016-0622
Renews #	
Cross Ref #	
Project #	2016119
Bid #	
Requisition #	

Submitting Dept	INTEGRATED CAPITAL
Contact Name/Phone	BERRY ELLISON 625-6276
Contact E-Mail	BELLISON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4250 - HOWARD STREET SOUTH CHANNEL BRIDGE

Agenda Wording

Agreement to reimburse for costs incurred to replace a water transmission main under the Howard Street South Channel Bridge. Utilities Division to reimburse Parks Department on design, construction, and construction management costs associated with

Summary (Background)

The Howard Street South Channel Bridge is located in Riverfront Park immediately north of the Rotary Fountain. This project will remove and replace the Howard Street South Channel Bridge due to the degraded condition of the existing bridge. The new bridge will be built in basically the same footprint as the old bridge, although it will be an updated, streamlined structure. The existing bridge also carries a 10-inch Water Transmission Main across the south channel. The new bridge will

Fiscal Impact		Budget Account	
Expense	\$ 191,953.00	#	4340 42300 94000 56592 04100
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	DAVIS, MARCIA	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 6/13/16
Finance	DAVIS, LEONARD	Distribution List	
Legal	WHALEY, HUNT	engineering admin	
For the Mayor	WHITNEY, TYLER	bblankenagel@spokanecity.org	
Additional Approvals		bellison@spokanecity.org	
Purchasing		jahensley@spokanecity.org	
		htrautman@spokanecity.org	
		kkeck@spokanecity.org	
		mhughes@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

the water transmission main upgrade. Reimbursement not to exceed \$200,000. (Riverside Neighborhood)

Summary (Background)

house an 18-inch Water Transmission Main, upgraded to facilitate greater flows to downtown and northwest Spokane.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$		#
Select	\$		#
<u>Distribution List</u>			

BRIEFING PAPER
Public Works Committee
Engineering Services
June 13, 2016

Subject:

Howard Street South Channel Bridge (2016119)

Background:

The Howard Street South Channel Bridge is located in Riverfront Park immediately north of the Rotary Fountain, as shown in the attached diagram.

This project will remove and replace the Howard Street South Channel Bridge due to the degraded condition of the existing bridge. For several years, the existing bridge has been limited to use only over the outside portions of the bridge. The new bridge will be built in basically the same footprint as the old bridge, although it will be an updated, streamlined structure.

The existing bridge also carries a 10-inch Water Transmission Main across the south channel. The new bridge will house an 18-inch Water Transmission Main, upgraded to facilitate greater flows to downtown and northwest Spokane.

Impact:

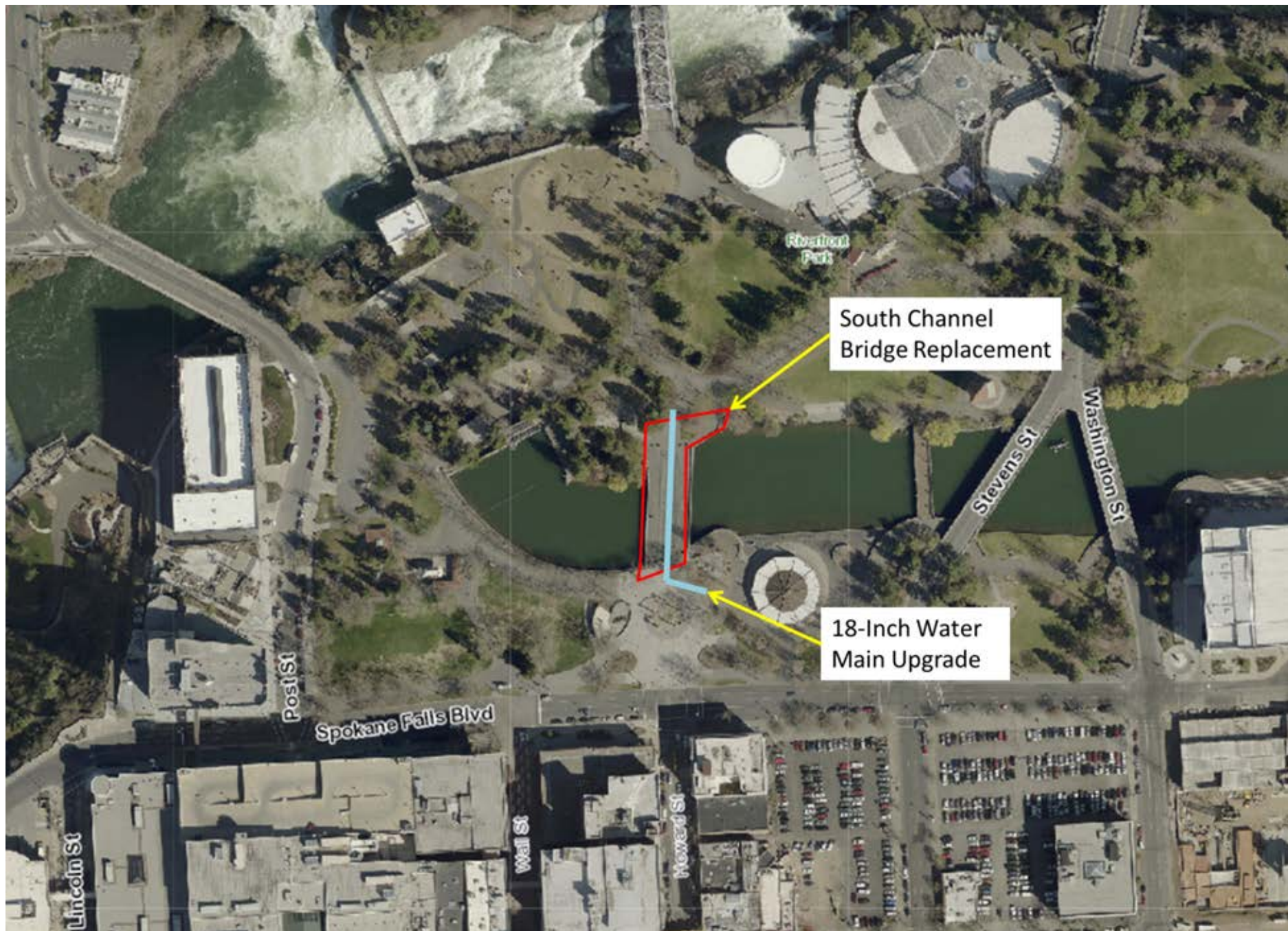
Construction will begin late summer of 2016, with demolition and removal of the old bridge and water line starting as early as September. Work is expected to take 14 months, carrying into fall of 2017. The water transmission main will be out of commission over most of that period of time.

Action:

The engineer's estimate is \$6.7M. \$75,500 of this estimate accounts for the water line upgrade. We expect to forward an MOU allowing transfer of funds from Utility Revenue to the Park Bond as reimbursement for costs incurred. This will come to Council in late June ahead of the bid opening.

Funding:

The bridge replacement is funded through Park Bond revenue. The water transmission main portion of the project will be funded by Utility Rate fees.



South Channel
Bridge Replacement

18-Inch Water
Main Upgrade

AGENDA SHEET FOR PARKBOARD MEETING OF: July ²¹~~14~~ 2016

Submitting Division
Parks & Recreation

Contact Person
Berry Ellison

Phone No.
625-6276



DEPARTMENT

- ☐ Finance
- ☐ Operations
- ☐ Recreation/Golf
- ☒ Riverfront Park
- ☐ Parks & Recreation

COMMITTEE

- ☒ Riverfront
- ☐ Golf
- ☐ Recreation
- ☐ Land
- ☐ Urban Forestry
- ☐ Finance

CLERK'S FILE
RENEWS
CROSS REF
ENG
BID
REQUISITION

2016-0622

2016119

AGENDA WORDING:

MOU for water main transmission line improvements related to the Howard Street South Channel Bridge. Inter-department memo to memorialize the transfer of funds between city utilities and parks department.

BACKGROUND:

(Attach additional sheet if necessary)

Utility Department is agreeing to reimburse the Bond up to \$200,000.00, estimated charges are \$140,625.00 including design and contingencies.

RECOMMENDATION:

Approval

Fiscal Impact:

Budget Account:

Expenditure: 3346-49541-94000-56311-48105

Revenue: \$200,000.00

ATTACHMENTS: Include in Packets:
On file for Review in Office of City Clerk

SIGNATURES:

Requestor - Berry Ellison

Parks Accounting - Nicole Edwards

Dept. Mgr. - Garrett Jones

Legal Dept. - Hunt Whaley

Director of Parks and Recreation

DISTRIBUTION:

Parks: Accounting
Parks: Pamela Clarke
Budget Manager: Tim Dunivant
Requester: Berry Ellison

Parks: Jo-Lynn Brown
Parks: Berry Ellison

PARK BOARD ACTION:

APPROVED BY
SPOKANE PARK BOARD:

[Signature]
July 21, 2016



**CITY OF SPOKANE
INTERDEPARTMENTAL REIMBURSEMENT
MEMORANDUM OF UNDERSTANDING**

RE: New Riverfront Park HSBS Construction and the Utilities Water Main

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is between the City of Spokane Parks and Recreation Department ("Parks"), and the Utilities Division ("Utilities"), both parties being Departments of the City of Spokane, a Washington State municipal corporation, whose address is 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Hereafter referenced individually as a "party", and together as the "parties".

1. PURPOSE: The City of Spokane Parks and Recreation Department owns and operates Riverfront Park located in the heart of downtown Spokane. Within Riverfront Park numerous bridges cross portions of the Spokane River as it courses through the City. One particular bridge, the Howard Street Bridge South ("HSBS") currently houses a vital Utilities Division 10-inch Water Transmission Main ("Water Main"). The HSBS is being reconstructed during the 4 year Riverfront Park Rehabilitation Project, funded via a voter approved \$64 Million Parks Bond ("Bond"). Utilities requires the HSBS continue carrying the vital Water Main, which will be updated to an 18-inch Water Transmission Main, to facilitate greater flows to downtown and northwest Spokane, thus Utilities is financially contributing to the construction costs necessary to ensure its upgrade from a 10 inch to 18 inch Water Main and corresponding installation during the HSBS construction process.

The purpose of this MOU is to memorialize this inter-departmental arrangement wherein Utilities agrees to be financially responsible for all costs necessary for the new replacement HSBS to continue carrying the Water Main across the south channel of the Spokane River. Current bid cost estimates for the installation of the 18 inch Water Main onto the replacement HSBS is expected to be approximately ONE HUNDRED FOURTY THOUSAND, SIX HUNDRED AND

TWENTY FIVE DOLLARS (\$140,625). The parties agree that Utilities is solely financially responsible for any and all costs associated with the Water Main installation onto the replacement HSBS. Estimation of construction contingency (10% admin reserve), construction management (15% of construction plus contingency), and design (10% of bid price) costs multiply the construction cost by 1.365. For a bid cost of \$140,625, this brings the reimbursement cost to \$191,953. The reimbursement request should not exceed \$200,000.

Utilities will reimburse Parks directly after costs have been incurred.

2. PARKS HSBS REPLACEMENT PROJECT BACKGROUND:

HSBS Construction ("Work") will begin late summer of 2016, with demolition and removal of the current HSBS and Water Main installation slated to commence as early as September, 2016. Work is expected to take fourteen (14) months, carrying into fall of 2017. The Water Main will be out of commission for most of that period of time.

- a. The Howard Street South Channel Bridge (HSBS) is located in Riverfront Park immediately north of the Rotary Fountain, and crosses the South channel of the Spokane River.
- b. This HSBS Replacement Project will remove and replace the existing HSBS due to the degraded condition of the current bridge. For several years, HSBS has been limited to use only over the outside portions of the bridge. The new HSBS will be built in nearly the identical footprint as the old bridge, although will be an updated, streamlined structure.
- c. The existing HSBS also carries a Utilities 10-inch Water Transmission Main across the south channel of the Spokane River. The new HSBS will house an upgraded 18-inch Water Transmission Main, updated to facilitate greater flows to downtown and northwest Spokane.

3. UTILITIES OBLIGATIONS:

Utilities shall be responsible for all design and construction costs associated and necessary to the Water Main installation to the replacement HSBS. This Utilities responsibility includes all related Water Main and HSBS Engineering, Design, and Public Works competitive bidding (as identified in RCW 39.04), followed by construction necessary to complete the Water Main installation as part of the replacement HSBS Project.

4. PARKS OBLIGATIONS:

Parks shall be responsible for all design and construction costs associated and necessary to the replacement of HSBS. This Parks responsibility includes all related HSBS Engineering, Design, and Public Works competitive bidding (as identified in RCW 39.04), followed by the associated construction Work necessary to complete the replacement HSBS Project.

5. PARTIES MUTUAL OBLIGATIONS:

Each party to this MOU are independently responsible for compliance with all federal, state, local laws and ordinances related to the subject matter of this MOU. Each party to this MOU are independent Departments within the City of Spokane, with employees and agents acting solely within the confines of their own related Department, and not under the influence or control of the other party.

Dated this _____ day of _____, 2016.

UTILITIES DEPARTMENT

CITY OF SPOKANE
PARKS AND RECREATION

Director

Director

CITY OF SPOKANE

CITY ADMINISTRATOR

Attest:

Approved as to form:

Clerk

City Attorney

Attachments that are part of this MOU:

Park Board Resolution for Letter of Intent (LOI) Parks & Utilities HSBS MOU
SP #15424 CSO Ground Lease



Agenda Sheet for City Council Meeting of:
08/08/2016

Date Rec'd	7/19/2016
Clerk's File #	OPR 2016-0623
Renews #	

Submitting Dept	MUNICIPAL COURT	Cross Ref #	
Contact Name/Phone	HOWARD DELANEY 625-4450	Project #	
Contact E-Mail	HDELANEY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0560 INTERLOCAL WITH SPOKANE COUNTY LEASE OF SPACE AT COURTHOUSE COMPLEX		

Agenda Wording

Interlocal Agreement with Spokane County for lease of space at the Courthouse Complex for the City of Spokane Municipal Court and Probation Department for 2015-2016. The Courthouse Complex is located at 1116 W Broadway, Spokane, WA 99260.

Summary (Background)

The Spokane Municipal Court and Spokane Probation Department are located in the Spokane County Courthouse Complex. This lease covers the space rental for the term January 1, 2015 to December 31, 2016. Estimated two year cost is \$440,000(\$220,000 each year estimate)

<u>Fiscal Impact</u>	<u>Budget Account</u>
Neutral \$ \$187,000	# 0560-13100-12500-55104
Neutral \$ \$ 33,000	# 0690-16100-23300-55104
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HARTE, AMY	<u>Study Session</u>	
<u>Division Director</u>	STAAB, TRACY	<u>Other</u>	PSC 7/18/2016
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	hdelaney@spokanecity.org	
<u>For the Mayor</u>	WHITNEY, TYLER	hwhaley@spokanecity.org	
<u>Additional Approvals</u>		mhughes@spokanecity.org	
<u>Purchasing</u>		tsigler@spokanecity.org	
		korlob@spokanecity.org	
		Spokane County Commissioners	
		tjones@spokanecity.org	

Return to:

**Ginna Vasquez
Clerk of the Board of County Commissioners
1116 West Broadway Avenue
Spokane, Washington 99260**

**INTERLOCAL AGREEMENT
WITH REGARD TO CITY MUNICIPAL COURT / PROBATION SPACE
(January 1, 2015-December 31, 2016)**

THIS AGREEMENT, made and entered into by and between SPOKANE COUNTY, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway, Spokane, Washington 99260, hereinafter referred to as the “**County**,” and CITY OF SPOKANE, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as “**City**,” jointly hereinafter referred to as the “**Parties**.”

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners has the care of county property and management of county funds and business; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW (Interlocal Cooperation Act), counties and cities may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, construction of the Spokane County City Public Safety Building was financed by County and City taxpayers for the Parties’ joint uses and the Parties continue to jointly share in the building’s maintenance and operation costs; and

WHEREAS, Spokane County is the owner of (i) the Spokane County-City Public Safety Building, located at 1100 West Mallon Avenue, Spokane, Washington 99260, and (ii) the Spokane County Courthouse Annex located at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter jointly referred to as the “**Buildings**”; and

WHEREAS, the Buildings are occupied and used by various County and City departments; and

WHEREAS, the Parties desire to enter into an interlocal agreement whereby they reduce to writing the terms and conditions under which the City can occupy space within the Buildings in conjunction with the operation of its City Municipal Court (including Clerk's Office) and Probation Department.

NOW THEREFORE, the Parties agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Interlocal Agreement (the "Agreement") is for the County and City to set forth their understandings as to sharing of costs for each Parties' respective use of the below Buildings (the "Buildings") owned by the County for City Municipal Court (including Clerks Office) and Probation purposes.

The Buildings and their addresses are:

Spokane County-City Public Safety Building
1100 West 1100 Mallon Avenue
Spokane, Washington

Spokane County Courthouse Annex
1116 West Broadway Avenue
Spokane, Washington

SECTION NO. 2: TERM / TERMINATION

- A. This Agreement shall commence January 1, 2015 and run through December 31, 2016.
- B. Either party may terminate this Agreement upon one hundred eight (180) days written notice to the other party at any time during the term of the Agreement.
- C. The Parties acknowledge that their individual and joint occupancies of the Building can by mutual agreement change as of January 1st in the event of a renewal.

SECTION NO. 3: COUNTY MAINTENANCE / OPERATION OBLIGATIONS

The County shall provide all operation/maintenance and security for the Buildings.

For the purpose of this Agreement, the terminology "operation/maintenance" shall mean keeping the Buildings in good and sufficient state of repair and condition, both inside and outside, including, without limitation all structural and non-structural components, HVAC systems and related equipment, all electrical wiring and fixtures, all elevators, all plumbing and waste facilities, all windows, overhead doors, docks and appurtenances, within or attached to the Buildings, all sidewalks, roofs, driveways, ramps, parking areas, fire sprinkler systems, irrigation systems and foundations. This obligation shall require the County to provide regularly scheduled and preventative maintenance to the electrical, plumbing, elevator and HVAC systems of the Buildings, including such items as filter changing, oiling, and usual minor adjustments as suggested in the manufacturer's warranty recommendations. The terminology shall include providing utility services to the Buildings,

including but not limited to those for sewer, water, gas, electricity, telephone, heat, and refuse service as well as janitorial service. It shall also include obtaining and paying the premium for fire insurance as provided in Section No. 11.

For the purpose of this Agreement, the terminology "security" shall mean personnel and/or equipment as may be required by the Courts and/or the Board of County Commissioners as a result of statutes or security needs identified by the Spokane County Sheriff and/or Board of County Commissioners. The County through the Risk Management Department shall discuss in advance with the City Administrator any planned security changes prior to their implementation.

SECTION NO. 4: COST-SHARING

A. Determination of square footage usage for individual and joint use areas.

The analysis of the square footage usage by the Parties for individual and joint use areas in the Buildings is shown in the attached Attachment "A". The City will immediately notify the County of any additional use of the Buildings for City Municipal Court including Clerk's Office and Probation for inclusion in this Agreement. Attachment "A" will be updated as of January 1st in the event this Agreement is renewed. The individual and joint use calculations established as of January 1st of each calendar year shall apply for the entire year regardless of a change in the usage by either Party during the calendar year. Minor variances in square footage and/or corrections to square footage will not require an amendment to the Agreement but must be agreed to in writing between the County Chief Executive Officer and the City Administrator. Provided, however, if the adjusted rent exceeds ten percent (10%), a written amendment shall be executed. The Parties understand and agree that the County will make available for the City the following space in the Buildings:

1. all space occupied by the City Municipal Court in 2014 on the second floor, including Courtroom D and related chambers/restroom, in the Spokane County Courthouse Annex. NOTE: The City may conduct weekend dockets in the Spokane County Courthouse Annex space as set forth in Attachment "A". City will be solely responsible for making appropriate arrangements and incurring all costs associated with security personnel necessary at the entrance to the Courthouse Annex for such weekend docket(s). Such arrangements shall be made through the security firm providing security services to the County for the Courthouse Annex during the work week. The County will be responsible for taking appropriate actions to insure that the doors on the 2nd, 3rd and 4th floors of the Courthouse Annex can be locked and are locked during City Municipal Court weekend dockets so that the public accessing the Courthouse Annex for the weekend dockets and taking the steps or elevator in the Courthouse Annex cannot enter the main Courthouse.
2. the same space that the City Clerk's Office occupied on the first floor of the Spokane County-City Public Safety Building in 2014.
3. the same space which the City Probation Department occupied on the second floor of the Spokane County-City Public Safety Building in 2014.

4. one half of the existing space occupied the City Municipal Court and County District Court for a video room on the third floor of the Spokane County-City Public Safety Building.
5. one half of the existing shared space between the City Municipal Court Clerk's Office and the County District Court Office on the first floor of the Spokane County-City Public Safety Building.
6. shared space occupied by the non-profit organization of the Children's Home Society of Washington, commonly known as the Children's Waiting Room located in the basement of the Broadway Center Building. This space to be allocated annually based on usage statistics provided by the managing non-profit organization.

Any dispute as to the individual or joint use square footage allocations shall be referred to the City Administrator and County Chief Executive Officer for resolution. In the event they are unable to resolve the dispute, it shall be submitted to an arbitrator jointly selected by the Parties, or in the event that the Parties cannot jointly agree on an arbitrator, each Party shall nominate two (2) names. After a flip of the coin, each Party shall delete one name from the list until only one name is left. The decision of the arbitrator shall be final and binding on the Parties. Any cost of the arbitrator shall be jointly split. In the event of a dispute on the costs or square footage calculations by the County, the City will pay such costs until the dispute is resolved as provided for herein.

B. Sharing of costs for individual and joint use areas other than joint use equipment or office alterations in joint use area

Based on the square footage usage by the Parties for individual and joint use areas in the Buildings for each calendar year, the following actual annual expenses shall be allocated:

1. Operation/maintenance costs of the Buildings.
 - a. Maintenance/operation costs include the indirect costs calculated in the County Full Cost Allocation Plan as well as direct costs including but not limited to items such as (i) building(s) insurance, (ii) steam plant depreciation, and (iii) depreciation of improvements.
 - b. The indirect costs shall be charged by utilizing the costs as allocated to the respective Buildings in the County Cost Full Allocation Plan.
 - c. The direct costs as referenced above shall be determined by the County, not a third party consultant.
2. Planned capital improvements and/or major maintenance costs.
 - a. The County Chief Executive Officer shall discuss with the City Administrator by September 1st of each calendar year this Agreement is

in effect the planned capital improvements and/or major maintenance costs for the Buildings regardless of the cost for the following year. In the event the Parties do not agree on the proposed planned capital improvements and/or major maintenance costs, the dispute shall be resolved by the selection of an arbitrator as provided in Section No. 4A.

- b. All costs of planned capital improvements and/or major maintenance costs shall be amortized. The Parties shall jointly agree upon an amortization schedule for each planned capital improvement or major maintenance item. In the event the Parties cannot agree on an amortization schedule, the dispute shall be resolved by the selection of an arbitrator as provided in Section No. 4A. The amortization schedule shall spread the County's and City's share of the planned capital improvement equally over the established time frame. The amortization schedule may extend beyond the term of this Agreement.

3. Unanticipated emergency capital expenses and/or maintenance costs in excess of \$100,000.

- a. The County Chief Executive Officer shall discuss with the City Administrator as soon as possible of any unanticipated emergency capital improvements and/or maintenance expenditure in excess of \$100,000 total cost. In the event the Parties do not agree on the unanticipated emergency capital improvements and/or maintenance costs in excess of \$100,000, the dispute shall be resolved by the selection of an arbitrator as provided in Section No. 4A.
- b. All costs of unanticipated capital improvements and/or maintenance costs shall be amortized. The Parties shall jointly agree upon an amortization schedule for each unanticipated capital improvement or maintenance item. In the event the Parties cannot agree on an amortization schedule, the dispute shall be resolved by the selection of an arbitrator as provided in Section No. 4A. The amortization schedule shall spread the County's and City's share of the unexpected emergency capital improvement equally over the established time frame. The amortization schedule may extend beyond the term of this agreement.

C. Security Costs (Buildings and Exterior)

- 1. Building Security Costs. Annual building security usage shall be accumulated separately for each building to include the Spokane County Courthouse, Spokane County Courthouse Annex, Spokane County Public Safety Building, Broadway Center Building, Juvenile Court Building, Valley Precinct Building and Spokane County Motorpool. The separate annual building security usage shall then be allocated among/between the courts occupying each individual building based on each court's square footage of occupancy in each building. The maintenance/operation costs include the indirect costs calculated in the Full County

Cost Allocation Plan as well as direct costs including but not limited to the building security stations and the Spokane County Sheriff Security Deputy. For the purpose of this provision the terminology court shall mean Spokane County District Court, Spokane County Superior Court, Spokane County Juvenile Court and City Municipal Court.

2. Exterior Security Costs. Annual exterior building security usage shall be accumulated. Maintenance/operation costs include the indirect costs calculated in the Full County Cost Allocation Plan as well as direct costs including but not limited to the East Gate, the After-hours security patrol, monitoring and management of security access.

D. Cost-sharing for joint use equipment or office alterations for a joint use area.

The cost of joint use equipment or office alterations for a joint use area in any of the Buildings shall be subject to cost apportionment as the Parties may mutually agree and shall be included as a reimbursable item as set forth in Section No. 5. Provided, however, each Party will be solely responsible for paying directly to the vendor its cost apportionment share for any joint use equipment or office alterations for a joint use area in any of the Buildings having a total cost of TEN THOUSAND DOLLARS (\$10,000) or more. No piece of joint use equipment or office alteration for a joint use area shall be acquired or made until the Parties have met and agreed to its cost apportionment. The Parties agree to meet within five (5) working days of a written request from one Party to the other and resolve the cost apportionment of such joint use equipment or office alterations.

E. Cost-sharing for non-joint use equipment purchases and non-joint use office alterations.

The cost of non-joint use equipment purchases or non-joint use office alterations for individual areas within any of the Buildings shall be the sole financial responsibility of the individual Party. The City shall request approval from the appropriate County representative for any office alterations.

SECTION NO. 5: RECONCILIATION / PAYMENT

- A. The County will maintain complete yearly records of all actual maintenance/operation and security expenditures, planned and unanticipated capital expenditures, and joint use equipment and joint use office alterations for the Buildings. On or before November 30th of each following year, the County will allocate the previous years actual costs between the Parties based on the square footage calculations and the cost sharing allocations in Section No. 4. The resulting figure will be the total amount that the City owes the County for its proportionate share of the costs for the previous year.
- B. The final amount owing by the City to the County shall be paid within thirty (30) calendar days of the reconciliation. Any amount not paid when due shall bear interest at a rate equal to lost interest earning had the money been timely paid and invested in the Spokane County

Treasurer's Investment Pool. The Treasurer establishes interest earnings on moneys invested in the Spokane County Treasurer's Investment Pool at the end of each month for the preceding months. As such, the interest rate applied to any late payment will be that interest rate as determined by the Treasurer for the month preceding the date payment is due.

SECTION NO. 6: RECORDS

- A. The County shall keep a detailed and accurate record of all costs. The records shall be made available for audit at any time, Monday through Friday during normal County business hours by the City or its duly authorized representatives.
- B. The County shall make available to the City or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the County shall have kept in conjunction with this Agreement and which the City may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding its obligations under the terms of this Agreement.
- C. The County shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement.

SECTION NO. 7: RELATIONSHIP OF THE PARTIES

The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City for any purpose. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose.

SECTION NO. 8: LIABILITY

The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the Agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in

proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

SECTION NO. 9: NOTICES

All notices or other communications given under this Agreement shall be considered given on the day such notices or other communications are received when sent by personal delivery; or the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the other Party at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Party:

CITY: Mayor or designee
City of Spokane
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Copy: Presiding Judge, City of Spokane Municipal Court
1100 West Mallon Avenue
Spokane, Washington 99260

COUNTY: Board of County Commissioners
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

SECTION NO. 10: RISK MANAGER

Each Party's Risk Manager or designees may inspect those areas under each other's control within the Buildings to determine whether or not any safety devices or safeguards are required in the areas to meet applicable laws. The Risk Manager and/or designee shall give advance notice to the County Chief Executive Officer or the City Administrator of any inspection. Inspection(s) will be carried out pursuant to such limitations as may be necessary to protect the security of the area that is the subject of inspection.

SECTION NO. 11: INSURANCE

- A. Fire Insurance. The County shall carry fire insurance covering the Buildings. The City shall carry fire insurance for any contents or personal property that it owns and/or uses in conjunction with space occupied in the Buildings. The County fire insurance policy has a \$25,000.00 deductible. The City shall pay this deductible when its sole negligence gives rise to a fire, causing damage in any portion of the Buildings. In the event the City is comparatively negligent, its proportionate share of the deductible shall be equal to its comparative negligence as determined by an independent arbitrator mutually selected by the Parties.
- B. Mutual Waivers of Subrogation. To the extent it is lawful to do so, the Parties expressly waive and release any cause of action or right of recovery which the Party may have against the other Party for any loss or damages to the Buildings, or to its contents, caused by fire, explosion or other peril covered by insurance.
- C. Liability Insurance. The County shall carry General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage on the Buildings. The County will pay any and all self-insured retention (SIR) under such coverage.
- D. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the County or its insurer(s) to the City.

SECTION NO. 12: ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors and assigns. Neither Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Party.

SECTION NO. 13: COMPLIANCE WITH LAWS

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement. The Parties further agree to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

SECTION NO. 14: NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

SECTION NO. 15: ANTI-KICKBACK

No officer or employee of the City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

SECTION NO. 16: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington. This Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any of its provisions, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 17: MISCELLANEOUS

- A. **NON-WAIVER:** No waiver by either Party of any of the terms of this Agreement shall be construed as a waiver of the same term or other rights of that Party in the future.
- B. **ENTIRE AGREEMENT:** This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- C. **HEADINGS:** The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
- D. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- D. **SEVERABILITY:** If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

SECTION NO. 18: SUPERSEDED AGREEMENTS

This Agreement supersedes all previous agreements executed between the Parties including that executed under Spokane County Resolution No. XXXXX entitled "INTERLOCAL AGREEMENT WITH REGARD TO MUNICIPAL COURT / PROBATION SPACE (January 1, 2012-December 31, 2014)", Spokane County Resolution No. 08-1116 entitled "INTERLOCAL AGREEMENT WITH REGARD TO MUNICIPAL COURT / PROBATION SPACE (January 1, 2009-December 31, 2009)" and that executed under Spokane County Resolution No. 10-0321 entitled "RENEWAL OF INTERLOCAL AGREEMENT WITH REGARD TO CITY MUNICIPAL COURT / PROBATION SPACE (January 1, 2010-December 31, 2010) and that executed under Spokane County Resolution No. 2011-0532 entitled "INTERLOCAL AGREEMENT WITH REGARD TO CITY MUNICIPAL COURT / PROBATION SPACE (January 1, 2011-December 31, 2011)". Additionally it includes all amendments to the above agreements.

SECTION NO. 19: RCW 39.34 REQUIRED CLAUSES

- A. PURPOSE: See Section No. 1.
- B. DURATION: See Section No. 2.
- C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. RESPONSIBILITIES OF THE PARTIES: See Agreement provisions.
- E. AGREEMENT TO BE FILED: The City shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. FINANCING: The County Chief Executive Officer and the City Administrator shall inform each other, on or before September 1st of each year, of their projected costs, which are the subject of cost allocation, for the next fiscal year. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. TERMINATION: See Section No. 2.
- H. PROPERTY UPON TERMINATION: Title to all personal property acquired by either Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Any and all capital improvements to the Buildings shall become part of the respective building. Jointly acquired personal property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year below their respective signatures.

DATED: _____ BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

SHELLY O'QUINN, Chair

AL FRENCH, Vice Chair

NANCY MCLAUGHLIN, Commissioner

ATTEST:

Ginna Vasquez, Clerk of the Board

State of Washington)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that SHELLY O'QUINN, AL FRENCH and NANCY MCLAUGHLIN are the persons who appeared before me and they acknowledged that they signed the document, on oath stated that they were authorized to sign it and acknowledged it as the Commissioners of the COUNTY OF SPOKANE, a political subdivision, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Date

[SEAL OR STAMP]

Notary Public in and for Washington State

Residing at _____

My appointment expires _____

DATED: _____

CITY OF SPOKANE:

By: _____
City Administrator

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

State of Washington)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that _____ and TERRI PFISTER, are the persons who appeared before me and they acknowledged that they signed the document, on oath stated that they were authorized to sign it and acknowledged it as the _____ and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Date

[SEAL OR STAMP]

Notary Public in and for Washington State
residing at _____

My appointment expires _____

Reviewed:

Spokane Municipal Court
Presiding Judge

ATTACHMENT "A"

SQUARE FOOTAGE

Spokane County Courthouse Annex*

All space occupied by the City Municipal Court in 2011 on the second floor including Courtroom D and related chambers/restroom consisting of 3,926 square feet. Additionally, the City is allocated 107 square feet in the basement for storage of municipal court parking tickets. (Total: 4,033 sq. ft.)

(The Parties agree that the total square footage in 2015 is 4,033 which includes the 107 square feet in the basement for storage of municipal court parking tickets. The Parties further agree that the total square footage in 2016 is 3,926 which excludes the 107 square feet in the basement for storage of municipal court parking tickets.)

Spokane County City Public Safety Building

Existing space occupied by the City Municipal Court Clerk's Office consisting of 2,461 square feet. Additionally, the City is allocated 155 square feet for a small storage closet. (Total: 2,616 sq. ft.)

Existing space occupied by the City Probation Department consisting of 1,392 square feet of City occupied probation space and 1,249 of shared probation space. (Total: 2,641 sq. ft.)

One half of existing space jointly used by the City Municipal Court and Spokane County District Court for a video room on the third floor. (Total space $526/2 = 263$) (Total: 263 sq. ft.)

One half of the existing shared space between the City Municipal Court Clerk's Office and the County District Court Office (Total space $753/2 = 376$). (Total: 376 sq. ft.)

Spokane County Broadway Center Building

Share of existing space occupied by the Children's Waiting Room on the first floor of 433 square feet based on usage statistics provided by the managing non-profit organization.

***Note:** This Attachment only sets forth the City's individual square footage usage in the Buildings. The City will also be allocated costs associated with common and mechanical areas in the Buildings. Common areas include hallways, bathrooms, etc. Common areas will be allocated based on the percentage of space occupied by the City or County on any floor within a Building, exclusive of common areas. For example, if the City occupies 60% of the second floor of a building, exclusive of common areas, then the City will be allocated 60% of the common area costs on the second floor of the Building and the County will be allocated 40% of the common area costs on the second floor of the Building. Mechanical areas will be allocated based on building occupancy.



Agenda Sheet for City Council Meeting of:
08/08/2016

<u>Date Rec'd</u>	7/27/2016
<u>Clerk's File #</u>	OPR 2015-0183
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	BT

<u>Submitting Dept</u>	INTEGRATED CAPITAL MANAGEMENT
<u>Contact Name/Phone</u>	P. MIKE TAYLOR X6307
<u>Contact E-Mail</u>	PMTAYLOR@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4250-DESIGN SERVICES FOR NLT PHASE 2

Agenda Wording

Continuation of design services for the Next Level of Treatment Phase 2 work including the design of Membrane Facility.

Summary (Background)

Initial contract for phase 1 design was \$11,000,000. This addition of scope, always anticipated, increase the contract value by \$12,874,000 plus a 10% administrative reserve for a total contract cost of \$14,161,400, 15% of the total construction value for that scope of work.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 12,874,000	#	4340-43387-94000-56501-14321
Expense	\$ 1,287,400	#	4340-43387-94000-56501-14321
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DAVIS, MARCIA	<u>Study Session</u>	7/25/16
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	lmoon@spokanecity.org	
<u>For the Mayor</u>	WHITNEY, TYLER		
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Briefing Paper
**PROFESSIONAL SERVICES CONTRACT AMENDMENT #4, 5 & 6
WITH CH2M
DESIGN AND SERVICES DURING CONSTRUCTION
NEXT LEVEL OF TREATMENT PHASES 1 & 2
OPR 2015-0183**

City of Spokane
July 25, 2016

From: P. Mike Taylor, Program Manager, NLT

BACKGROUND / SUMMARY INFORMATION

The City of Spokane (City) Riverside Park Water Reclamation Facility (RPWRF) Next Level of Treatment (NLT) Projects design and services during construction contract (City Contract OPR #2015-0183) with CH2M for Phase 2.

IMPACT

Continuation of design services for the Next Level of Treatment. This contract keeps design on schedule and will allow us to deliver the completed facility ahead of the 2021 regulatory deadline.

FUNDING:

The initial contract was approved in the amount of \$11,000,000 for Phase 1 Design and Services during construction and a later scope addition for Phase 2 Design and Associated Services was always intended. This addition will increase the total contract value by \$14,161,400 for a contract total of \$25,131,150, which is under the budget for these services.

RECOMMENDED ACTION:

- 1.** Approve amendment numbers 4, 5, and 6, with CH2M totaling \$14,161,400:
 - a.** Amendment #4 in the amount of \$6,200,000 for CH2M to provide design and services during construction for Phase 2 of the NLT, the Membrane Facility, its Balance of Plant, and associated components.
 - b.** Amendment #5 in the amount of \$ 3,724,000 for CH2M to define the Process Instrument and Control Systems (PICS) integration services and related consulting services for the Spokane RPWRF Next Level of Treatment (NLT) Phase 1 and 2 and upgrade the entire plant SCADA systems during Phases 1 and 2.
 - c.** Amendment #6 in the amount of \$2,950,000 for CH2M to provide design and services during construction for Plant Wide SCADA and control upgrades.

Contact

P. Mike Taylor, PE
RPWRF NLT Program Manager
4401 N. Aubrey L. White Parkway
Spokane, WA 99205
509.625.6307
City of Spokane Briefing Paper



City of Spokane

CONTRACT AMENDMENT # 4

**Title: NEXT LEVEL OF TREATMENT (NLT) PROJECTS
PHASE ONE AT THE RIVERSIDE PARK WATER RECLAMA-
TION FACILITY (RPWRF)**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **CH2MHILL Engineers Inc.**, whose address is 999 West Riverside Avenue, Suite 500, Spokane, Washington, 99201 as ("Consultant").

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City Task Specific Detailed Scope Descriptions for Phases of projects known as the Next Level of Treatment (NLT) at the City's Riverside Park Water Reclamation Facility (RPWRF); and

WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and

-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated March 11, 2015 and March 20, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on July 26, 2016.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include the following:

Design services for the Membrane Treatment facility and affiliated upstream components which together comprise the Phase 2 Next Level of Treatment design scope.

Services are to be performed in accord with Consultant's attached Amended scope of work document.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **SIX MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,200,000.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

CH2MHILL Engineers Inc.

By Craig Massie 7/27/2016
Signature Date
Craig Massie
Type or Print Name
VP
Title

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Consultant design services for the Membrane Treatment facility and affiliated upstream components which together comprise the Phase 2 Next Level of Treatment scope

16-585

AMENDMENT 4 to EXHIBIT A
CITY OF SPOKANE
RIVERSIDE PARK WATER RECLAMATION FACILITY
NEXT LEVEL OF TREATMENT PROJECTS
(CITY CONTRACT OPR #2015-0183)

BACKGROUND:

The City of Spokane (City) Riverside Park Water Reclamation Facility (RPWRF) Next Level of Treatment (NLT) Projects have been awarded to CH2M HILL Engineers, Inc. CH2M won this contract through a competitive process as advertised in Request for Qualification #3994-14 RPWRF Membrane Filtration Treatment Facility Design and Construction Management. City and Consultant subsequently entered into the Next Level of Treatment Projects contract (City contract OPR #2015-0183). The scope of this contract includes a series of projects that will be performed and approved in phases over the duration of the contract term. An initial list of 17 projects was established in Exhibit A to the contract.

STATEMENT OF WORK

The purpose of this amendment is to provide the design engineering services and related consulting services for final design of the Spokane RPWRF Next Level of Treatment (NLT) Phase 2 Project (PROJECT) as outlined in the Project Definition Report dated February 2015, and as advanced in subsequent conceptual design during the membrane supplier selection process in May of 2016. The design engineering services will be provided by CH2M. The City is utilizing the General Contractor Construction Manager (GCCM) construction delivery where the GCCM will participate with the City and CH2M during the design phase and develop Maximum Allowable Construction Costs (MACCs) based on the identified construction packages herein.

Basis of Design Engineering Scope

1. The design scope is based on information in the Riverside Park Water Reclamation Facility Project Definition Report (Project Definition Report) and as advanced in the conceptual design associated with the membrane system supplier selection process for the selected membrane supplier. All major systems, components and equipment, and the site plan will be of the same type as defined in that report and the membrane vendor supplied scope of supply.
2. The design approach will be based on interactive workshops, and formal, and informal deliverables (e.g., sketches, a few preliminary drawings, catalog cuts, and workshop meeting minutes). The design will be executed in CH2M's Corvallis office.
3. The 4-phase design delivery process will be followed, including "on-line" reviews to supplement face to face workshops. With the exception of the final City review, the project team will continue designing during formal reviews of submittals.

4. The City and the GCCM will review the 30 percent, 60 percent, 90 percent complete, and bid-ready contract document submittals as provided identified below. The City and GCCM will each provide a single combined and internally adjudicated set of review comments at each milestone deliverable. CH2M will log, respond to and incorporate all comments as required, providing a record of the review comment response and incorporation into the design.
5. The design will be based on the federal, state, and local codes and standards in effect for the project. The lead time for anticipated future code changes will be evaluated prior to the beginning of design in order to prepare the design under the most applicable codes.
6. The design documents will be prepared for the early out packages and general construction package as defined below.
7. Applications and supporting documentation for the necessary construction and environmental permits will be prepared by the City.
8. CH2M's master specifications, as modified and approved by City, will be used as the basis for all specifications, including, Division 1, and all technical sections in Divisions 2 through 49.
9. No equipment prepurchase will be required outside of the early out construction packages described below.
10. Attachment A lists the anticipated design drawings to be included in the bid-ready contract documents.
11. The drawings will follow CH2M's CAE/CAD standards.
12. Microstation will be used to develop the drawings. Record drawings will be delivered in AutoCAD format.
13. Existing plant construction drawings are not considered record drawings and, as such can not be relied upon to be accurate for design purposes.
14. Following discussions with City staff, and based on the experience of CH2M and the GCCM, an investigation of existence of asbestos and lead paint will be conducted by the GCCM. At this time, City staff and CH2M do not anticipate the presence of any other hazardous substances that would affect the construction.
15. A topographic survey of the existing facilities and site has been completed. Legal, easement, or plat surveys will not be required for any of the site.
16. Civil sitework plans will be provided only for areas of the site involving significant disturbance to existing grading.
17. Landscaping will be limited to seeding or sodding.
18. CH2M will evaluate the existing roadways for adequacy for the anticipated traffic loading and accessibility to the new facilities.
19. Portions of the existing plant roadways to be repaved will be determined during design.
20. Roadway profile drawings are not required.

21. The capacity of the existing storm water collection and control facilities is adequate to handle the new construction.
22. The geotechnical investigation, including borings, tests and analyses, has been done.
23. Conventional spread foundations will be required for all new facilities. Over excavation, preload, piles, or underdrain systems are not required.
24. Uplift due to high groundwater levels, if any, will be addressed with thickened base slabs.
25. Building architecture (materials, construction) will be subject to the approval of City.
26. Building sprinkler systems may be required for the new and existing buildings, based on the extent of modifications to the existing lab space and/or new chemical storage areas sprinkler requirements.
27. Design concerning plant-wide utility systems such as basin drainage, water, and in-plant waste collection/disposal will be limited to extensions or changes in piping or the like.
28. Although significant yard piping changes are anticipated, profile drawings for underground utilities and yard piping are not required. Plan sheets using invert elevations will be used.
29. The control system will be integrated with the plant's existing control system. Digital and analog elements and components will be used. Significant modifications to existing I&C equipment or systems will be needed, and are a part of a separate scope of services. Significant modifications to existing valve or gate operators and mechanical equipment or systems is not anticipated to be needed.
30. Software programming for the installation and operation of project components will be provided by CH2M. Programming services for the human machine interface and programmable logic controller software would be provided under a separate scope of services during the construction phase.
31. The new instrumentation and control system will be based on the use of programmable logic controllers. Monitoring of the plant status will be by a commercially available PC based software package.
32. A preliminary study of the electrical system concluded that the existing primary power supply is sufficient for the anticipated additions. Backup generation is not anticipated to be needed for the project.
33. Point-to-point wiring diagrams will be provided. Typical wiring diagrams, representing the typical wiring diagram for each type of equipment, will be prepared as a part of the scope of services. Final wiring diagrams, representing the wiring diagram of each individual piece of equipment, will not be developed as a part of this scope, but are to be prepared during the construction phase of the project.
34. CH2M will evaluate the corrosion control needs for buried and atmospherically exposed materials to be used in the project and include the necessary corrosion control elements in the design.
35. The final construction contract deliverables will consist of electronically reproducible drawings and technical specifications. Additionally, drawing files in current AutoCAD format and specifications in Microsoft Word format will be provided.

36. Demolition drawings will be multi-discipline.
37. I&C design will include replacing the entire SCADA system. Process and Instrumentation Diagrams have been allocated for all processes. This engineering will be performed under a separate scope.
38. Security elements, physical, and electronic, relating to the physical site will be included in the design.

MACC Phase Assumptions

1. The project will be executed using the GCCM construction method in the packages as described herein. No complex combination or add/deduct format is required. No additional prepurchase of equipment will be necessary beyond that identified herein
2. The GCCM will sell and distribute the bid documents, including to plan centers.
3. CH2M will receive and respond to all questions from the GCCM following coordination with City. Substantive responses will be issued to the GCCM.
4. All substantive addenda will be issued.
5. It is anticipated the construction packages described herein will be bid only once.
6. CH2M will prepare a report documenting the results of the MACC evaluation and make recommendation to the City.
11. CH2M will assist City in MACC negotiations if required.

1 Design Engineering Services

The project delivery approach will follow the CH2M's 4-phase design delivery process. The scope includes design engineering services, Phases 1, 2, 3, and 4 as defined below.

Phase 1: 30% Schematic Design

Phase 2: 60% Design Development

Phase 3: 90% Construction Document Preparation

Phase 4: Bid-Ready Document Preparation

For each early out package, only Phase 3 and 4 will be developed. Early out packages are identified as follows:

1. Piping, flow meters and valves associated with the NLT Box.
2. The NLT Box and major equipment including:
 - a. electrical equipment including MCCs, switchgear, VFDs, medium voltage switches and oil-filled transformers
 - b. Valves and flow meters larger than 20 inches diameter
 - c. Early out excavation

1.1 30 Percent Schematic Design

CH2M will provide the following 30-percent complete schematic design documents and drawings for the construction contract documents:

- General Overview
 - Indexes to Drawings and Legends, Project Location Overview, Process Design Criteria and Process Flow Schematic Drawings, and Preliminary Hydraulic Profile.
- Civil Drawings
 - Civil Site Plan, Yard Piping Plan
 - Civil/Sitework/Landscaping Narrative Description
- Architectural and Structural
 - Major Building Elevations, Facility Floor Plans, major building sections, identification of Roofing and Exterior Materials, identification of Building/Fire Code review issues, and identification of Conditional Use Permit Application Issues
 - Architectural and Structural Design Criteria Summary Narratives
- Building Services
 - HVAC System Design Criteria
 - HVAC description by Facility
- Instrumentation and Control
 - Draft Process and Instrumentation Diagrams, Block Diagram Design Overview, and Narrative Process Control Strategies
- Electrical
 - Motor Control Center One-Line Diagrams and Electrical Site Plan
 - Electrical Design Criteria Narrative, including the use of premium efficiency motors
- Process Mechanical
 - Process Mechanical Floor Plans and Major Sections, Draft Process Operating Descriptions, Major Process Equipment Inventory by Facility, Preliminary Piping Schedule,
- Specifications
 - Preliminary List of Specifications by Division and identification of major equipment vendors to be included in final specifications.

Deliverables

Deliverables for this task include electronic copies of **30-percent Schematic Design Report**, including drawings and 3D models.

CH2M will organize and conduct two 8-hour workshops with City and GCCM, one approximately mid-way through the schematic design review phase, and one following the completion of the deliverable. CH2M will provide meeting minutes of the workshops for City.

1.2 60 Percent Design Development

The CH2M will provide the following 60-percent complete design documents and drawings for the construction Contract Documents:

- General Overview
 - Indexes to Drawings and Legends, Project Location Overview, Process Design Criteria and Process Flow and Material Schematic Drawings and Final Hydraulic Profile
- Civil Drawings
 - Civil Site Plan, Yard Piping Plan, Roadway and Parking, Yard Piping, Site Drainage Features, Contractor Staging Areas, Construction sequencing, and Demolition.
- Architectural and Structural
 - Major Building Elevations, Facility Floor Plans, major building sections, identification of Roofing and Exterior Material
 - Framing System Definition, Roof Framing System Definition
- Building Services
 - HVAC description by Facility, Room, Function and Locations of HVAC Equipment, HVAC Equipment Inventory
- Instrumentation and Control
 - Completed Process and Instrumentation Diagrams and Typical Control Schematics
- Electrical
 - One-Line Diagrams, Main Electrical Room Plan and Electrical Site Plan
- Process Mechanical
 - Process Mechanical Floor Plans and Major Sections, Major Process Equipment Inventory by Facility, Piping Schedule, Valve Schedule, Gate Schedule (e.g., slide and sluice gates)
- Specifications
 - First draft of specifications for all major equipment items and for Division 0 and 1 specifications

Deliverables

Deliverables for this task include ten (10) photocopies of the **60% Design Development Specifications and Drawings**.

CH2M will organize and conduct one two-day workshop with City and GCCM. CH2M will use pdf files and 3D model viewing software during the workshop to convey the design intent and details to City. CH2M will provide meeting minutes of the workshop for City.

1.3 90 Percent Construction Contract Documents

The CH2M will prepare 90-percent complete construction Contract Documents, which will be the basis for the final construction Contract Document review submittal. The 90-percent complete construction Contract Documents will include Specifications, and Drawings, as applicable, and necessary for bidding, MACC development and construction of the PROJECT. Drawings and specifications will include the civil site work, landscaping, architectural, structural, process mechanical, HVAC, plumbing, electrical, and instrumentation and control design necessary for bidding and construction. The 90-percent final review submittal is intended to be essentially bid-ready and will be reviewed in parallel by the City, the GCCM and CH2M.

Deliverables

Deliverables for the Services include electronic PDF files of the contract documents.

CH2M will organize and conduct one two-day workshop with City. CH2M will use pdf files and 3D model viewing software during the workshop to convey the design intent and details to the City and GCCM. CH2M will provide meeting minutes of the workshop for City.

1.4 Bid-Ready Construction Contract Documents

The CH2M will incorporate the review comments on the 90-percent complete construction Contract Documents based on incorporation of appropriate consolidated review comments received from City, GCCM and internal quality control reviews. The resultant Bid-Ready construction Contract Documents will be used to obtain bids to support the development of the MACC for the PROJECT.

Deliverables

At the conclusion of the design phase of the project, the electronic specification and drawings files will be provided in Microsoft Word and AutoCAD format for CITY's records. Modifications after this point will be covered by addenda.

1.5 Cost Estimate and MACC Review

The CH2M shall provide construction cost monitoring and control services consisting of the following deliverables.

30-Percent Schematic Design Construction Cost Opinion Review

Provide a review of the GCCM's estimate of construction costs based on the 30-percent complete design submittals.

Deliverables

Draft and final copies of ***30-percent Schematic Design Construction Cost Estimate Review***.

60-Percent Design Development Construction Cost Opinion Review

Provide a review of the GCCM's estimate of construction costs based on the 60-percent complete design submittals.

Deliverables

Draft and final copies of ***60-percent Design Development Construction Cost Estimate Review***.

90-Percent Complete Construction Document Construction Cost Opinion Review

Prepare a review of the GCCM's opinions of construction costs based on the 90-percent complete design review submittals.

Deliverables

Draft and final copies of ***90-percent Construction Document Construction Cost Estimate Review***.

Maximum Allowable Construction Cost Review

Prepare a review of and make recommendations

Deliverables:

Draft and final copies of final ***Pre-bid Construction Cost Estimate***.

1.6 Design Reviews

The purpose of this work task is to monitor the quality of the PROJECT through the use of City, GCCM and CH2M workshops and internal quality assurance/quality control (QA/QC) reviews as described herein. City's staff review comments are to be consolidated into one submittal by City's project manager and submitted to the CH2M within 7- to 10-work days following the workshop to present the review submittal. Similarly, GCCM's review comments are to be consolidated into one submittal by GCCM's project manager and submitted to the CH2M within 7- to 10-work days following the workshop to present the review submittal. CH2M will collect all comments, provide a written record of responses to those comments and hold a separate Skype meeting at each milestone to review any comments that are not agreed to and incorporated into the subsequent

Deliverables

30-Percent Schematic Design Review Submittal Workshop

Conduct workshops with CITY and GCCM staff to present and discuss the major concepts and findings in the 30-percent design review submittals. Discuss City's major review comments, outstanding issues, and document major action items and decisions. It is anticipated that one two-day workshop will be required for this subtask, and one two hour Skype meeting to address any unresolved City or GCCM review comments.

60-Percent Design Development Review Submittal Workshop

Conduct workshops with City and GCCM's staff to present and discuss the major concepts and changes from the 30-percent design reflected in the 60-percent design review submittal. Discuss City and GCCM major review comments, outstanding issues, and document major action items and decisions in a memorandum that will be distributed to the design team. It is anticipated that one two-day workshop will be required for this subtask, and one two hour Skype meeting to address any unresolved City or GCCM review comments.

90-Percent Design Review Submittal Workshops

Conduct workshops with City and GCCM's staff to present and discuss the major concepts and changes from the 60-percent design reflected in the 90-percent design review submittal. Discuss City and GCCM major review comments, outstanding issues, and document major action items and decisions in a memorandum that will be distributed to the design team. It is anticipated that one two-day workshop will be required for this subtask, and one two hour Skype meeting to address any unresolved City or GCCM review comments.

1.7 Internal QA/QC Reviews

Perform multidiscipline internal QA/QC review activities with the senior review team during the progress of the design. Formal internal QA/QC reviews shall be performed in parallel with CITY's review at the 30- , 60- and 90-percent review stages.

Task 2 Services During Bid and MACC Development Phase

CH2M will provide services to assist City and GCCM during the bidding and MACC development phase of the project. These services will consist of the following.

2.1 Respond to Bidder Questions

CH2M will develop and implement procedures for receiving and answering GCCM's questions and requests for additional information during the bid period. The procedures shall include a log of all substantive questions and requests and the response thereto. CH2M will provide technical interpretation of the contract bid documents and will prepare proposed responses to all GCCM's substantive questions and requests, which may be in the form of addenda. Substantive questions will be questions that cannot be answered by referral of the GCCM to unambiguous Bid Documents' specifications and drawings for resolution and require CH2M's interpretation or clarification by addenda.

Deliverable

Log of bid questions, interpretations, responses and addenda.

2.2 Prepare and Issue Addenda

CH2M will issue all addenda to the bid documents and will distribute addenda to the GCCM. All addenda will be approved by City.

Deliverable

Addenda during bid period.

2.3 Evaluate MACC

CH2M will review all MACCs and evaluate them for responsiveness, responsibility and bid amount. CH2M will prepare a report of its review and evaluation and include recommendations relating to the award of the MACC to the GCCM. City will make the final decision on the award of the MACC. CH2M will provide technical (but not legal) advice in protest situations.

Deliverable

MACC evaluation report.

Task 3 Project Management and Coordination

Manage the work tasks and the design team to achieve the objectives of the final design services. This work task includes regular communications with City and GCCM staff, issuance of monthly PROJECT status reports, preparation for and conducting general PROJECT meetings and/or other presentations. Support the GCCM in maintaining an overall schedule and develop and maintain a work plan to assure work activities are completed in a properly integrated and timely manner. In addition, this task includes those elements necessary to properly manage, lead, and control the PROJECT.

The following subtasks are included under this task:

3.1 Project Initiation

Develop and maintain a set of procedures in the form of project instructions and a management plan to facilitate management of the PROJECT. The project instructions and management plan will cover operating procedures, information submittals, communications flow, records management and quality control procedures, and communications protocol between City, the GCCM, CH2M, permitting entities, and other outside parties.

Provide a comprehensive design schedule showing the expected timing of all tasks, preliminary dates for deliverables, and anticipated dates for workshops, meetings, and submittals. Update the schedule each month and review with City and GCCM, as needed.

Prepare a change management plan that addresses the schedule and budget impacts of implementing design scope modifications. Review proposed design scope modifications with City and proceed with the design of those modifications after agreement by both parties as to the schedule and financial impacts.

3.2 Project Management

Maintain and update the final work plan for the PROJECT that combines staffing commitments and budgets with the deliverables and schedule for the PROJECT. Specific responsibilities of each member of the final design PROJECT team will be maintained throughout the design period.

Supervise and control activities of staff assigned to the PROJECT. Coordinate and schedule appropriate PROJECT staffing to meet PROJECT requirements. Make arrangements for the scheduled PROJECT workshops, review meetings, and PROJECT team meetings. Coordinate the participation of senior reviewers at appropriate points in the PROJECT. Coordinate with other tasks and staff to complete the SERVICES as required by this scope.

Prepare monthly progress reports for City review.

Monitor PROJECT activities for potential changes. Should change occur, and with City advance written approval, modify PROJECT tasks, task budgets, and approach. Inform City if any changes will impact the cost of engineering services, the construction cost, or the schedule.

Meet with City to review the PROJECT and discuss activities and needed actions.

Carry out an effective quality assurance program as described in the project instructions and management plan. Maintain PROJECT records, manage and process PROJECT communications, and coordinate PROJECT administrative matters.

Deliverables

The following deliverables will be produced under this task:

- Meeting agendas and notes
- PROJECT instructions
- PROJECT meeting and PROJECT workshop memorandums
- Monthly PROJECT status reports
- Design schedule
- PROJECT meeting and PROJECT workshop memorandums
- Monthly schedule updates
- Monthly invoices
- Completed change management forms, as needed, to document impacts of potential changes on engineering fee, construction cost, or schedule.

COMPENSATION SCHEDULE

Total compensation for this scope is **\$6,200,000**. It is based on payment method 2, Lump Sum.

SCHEDULE

July 2016 through January 2018, consistent with the Baseline Schedule developed with the GCCM and approved by the City, and as summarized in Attachment A

This document is Amendment #4 to Exhibit A of the aforementioned contract and establishes modifications to the existing project list and may include identification of additional projects to be executed under the amended contract.

CONSULTANT

By Sherrill Doran 26 July 2016
Signature Date

Sherrill Doran
Type or Print name

Vice President, Northwest Water Manager
Title

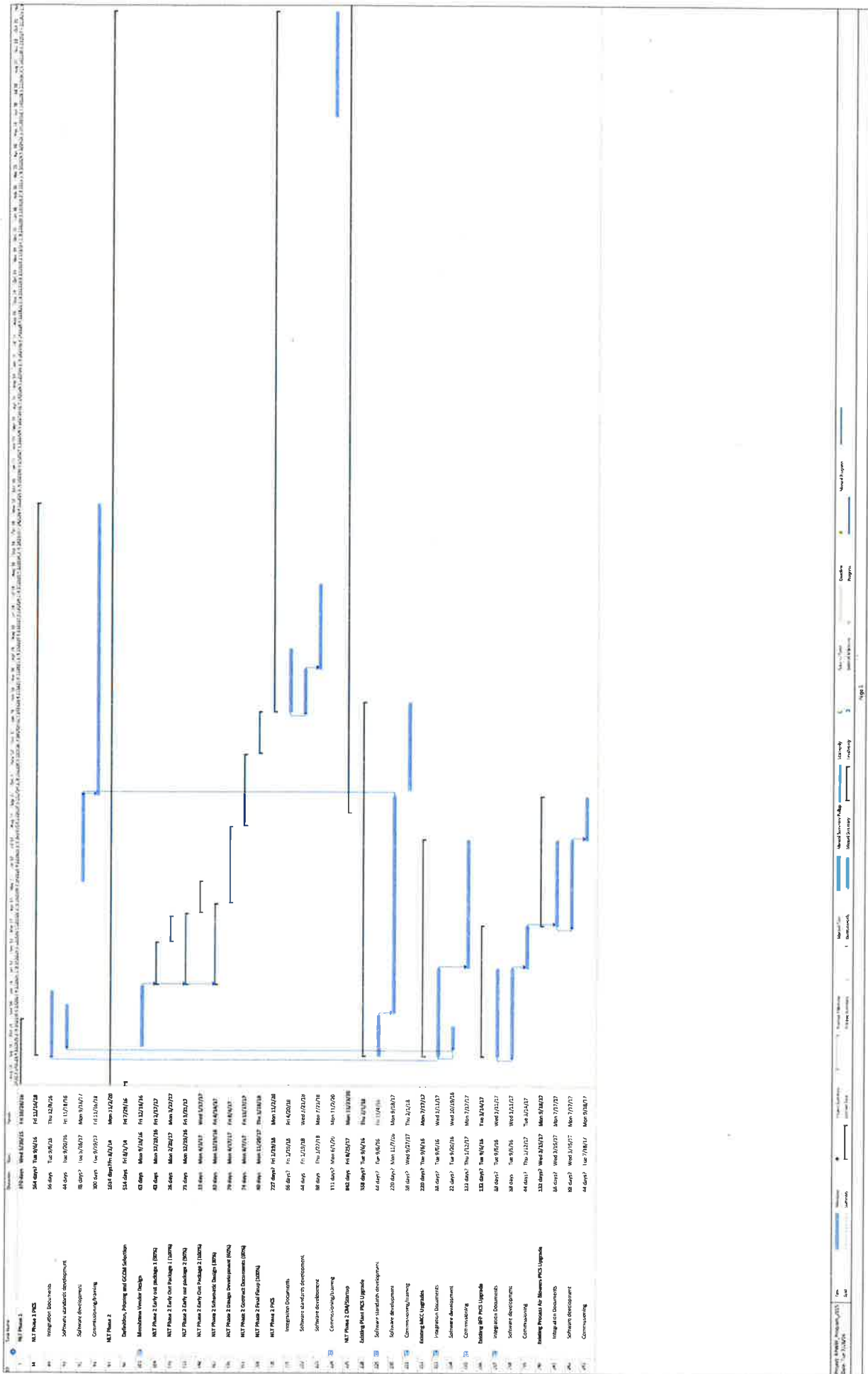
CITY OF SPOKANE

By _____
Signature Date

Type or Print name

Title

**Attachment A
Schedule**





City of Spokane

CONTRACT AMENDMENT # 5

Title: **NEXT LEVEL OF TREATMENT (NLT) PROJECTS
PHASE ONE AT THE RIVERSIDE PARK WATER RECLAMA-
TION FACILITY (RPWRF)**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **CH2MHILL Engineers Inc.**, whose address is 999 West Riverside Avenue, Suite 500, Spokane, Washington, 99201 as ("Consultant").

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City Task Specific Detailed Scope Descriptions for Phases of projects known as the Next Level of Treatment (NLT) at the City's Riverside Park Water Reclamation Facility (RPWRF); and

WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and

-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated March 11, 2015 and March 20, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on July 26, 2016.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include the following:

Process Instrumentation and Controls (PICS) services and design upgrades for both (1) Phase 1, (2) Phase 2, and (3) the balance of plant.

Services are to be performed in accord with Consultant's attached Amended scope of work document.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **THREE MILLION SEVEN HUNDRED AND TWENTY FOUR THOUSAND AND NO/100 (\$3,724,000.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

CH2MHILL Engineers Inc.

By Craig Massie 7/27/2016
Signature Date

Craig Massie
Type or Print Name
VP

Title

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Consultant Process Instrumentation and Controls (PICS) services and design upgrades for both (1) Phase 1, (2) Phase 2, and (3) the balance of plant scope

16-586

AMENDMENT 5 to EXHIBIT A

CITY OF SPOKANE

RIVERSIDE PARK WATER RECLAMATION FACILITY

NEXT LEVEL OF TREATMENT PROJECTS (CITY CONTRACT OPR #2015-0183)

BACKGROUND:

The City of Spokane (City) Riverside Park Water Reclamation Facility (RPWRF) Next Level of Treatment (NLT) Projects have been awarded to CH2M HILL Engineers Inc. CH2M won this contract through a competitive process as advertised in Request for Qualification #3994-14 RPWRF Membrane Filtration Treatment Facility Design and Construction Management. City and Consultant subsequently entered into the Next Level of Treatment Projects contract (City contract OPR #2015-0183). The scope of this contract includes a series of projects that will be performed and approved in phases over the duration of the contract term. An initial list of 17 projects was established in Exhibit A to the contract.

STATEMENT OF WORK

The purpose of this scope is to define the Process Instrument and Control Systems (PICS) integration services and related consulting services for the Spokane RPWRF Next Level of Treatment (NLT) Phase 1 and 2 Project (PROJECT). In addition, the scope includes the overall upgrade of the existing plant PICS system to convert existing General Electric iFix graphical interface screens to the Rockwell Automation FactoryTalk View HMI platform, the upgrade of the existing motor control centers (MCC), the upgrade of the existing process air blowers control system, and the upgrade of the belt filter presses control system, as described in detail below. The design engineering services are being provided by CH2M. The City is utilizing the General Contractor Construction Manager (GCCM) construction delivery where the GCCM will participate with the City and CH2M during the design phase and develop Maximum Allowable Construction Costs (MACCs) based on the identified construction packages herein.

CH2M will provide PICS integration services as defined below. These services are based upon the understanding that the City will contract directly with the GCCM and will be actively involved in the construction process assisting CH2M in making decisions, providing approvals, and performing other actions necessary for the completion of the construction. These services are also based upon the City executing a contract for construction with the GCCM that is consistent with these PICS integration services, and which provides the requisite authority for CH2M to fulfill its PICS integration responsibilities.

CH2M's PICS integration services are based upon the schedule or duration of construction anticipated at the time that these services are agreed. Significant deviations from the anticipated schedule or duration of construction will materially affect the scope of these services and CH2M's compensation for the

services, and may require an increase/decrease to CH2M's compensation, following written notification to the City and written authorization from the City.

Task 1 - Process Instrumentation and Control System (PICS) Services – NLT Phase 1 and 2

Integration Documents

The scope of this task, to be started at the end of the Phase I and Phase II final design phases, will include the development of final fabrication and installation drawings for the PICS portions of NLT Phase 1 and 2. The detailed PICS integration documents will generally entail:

- Preparation of instrument data sheets, including detailed model numbers.
- Development of control panel fabrication drawings.
- Development of control panel bill of materials.
- Preparation of analog loop wiring diagrams.
- Preparation of digital wiring diagrams.
- Development of detailed fiber optic wiring diagrams.

Software Standards Development

The scope of the activity is to develop both Human Machine Interface (HMI) standards and Programmable Logic Controller (PLC) standards for both NLT Phase 1 and 2, and also for the entire plant control system upgrade. Major categories include:

- Process control narratives and detailed loop descriptions. Development of these documents are included in the base design.
- PLC code development standards, including the use of Add-On-Instructions (AOI), program layout, and software tag format.
- HMI graphics and graphic standards, including HMI navigation, symbology, use of colors, and standard popups.
- Alarm management.
- Trends and reporting.

Workshops will be held at the Riverside Park WWTP facilities. Following acceptance of the software standards, any significant deviations shall be considered a change in scope, and may require additional funding.

Software Development

CH2M will employ a proprietary tool, referred to as the Commissioning Database, in its development of both the HMI and PLC software development. This database will house the following:

- Process control narratives and detailed loop descriptions.
- PLC and SCADA tags.
- PLC input/output assignment.
- Device and user node communications configuration.
- Field instrument calibration and configuration documentation.

- Commissioning activities. Commissioning roles and responsibilities for the Engineer and GCCM are specified in Section 40 90 00 Instrumentation and Control for Process Systems in both the Phase 1 and Phase 2 construction documents

PLC code and HMI development will be in accordance with the software standards defined in the standards development sub-task. The membrane package system HMI graphics will also be integrated into the NLT Balance-Of-Plant HMI graphics under this effort.

Upon completion of the software development effort, the following tests will be undertaken:

- Factory Acceptance Test: These tests will verify the fabrication of all new control panels, including the Membrane Supplier's panels, and the configuration and communication to/from the Motor Control Centers (MCC), all at the associated manufacturer's factory.
- Factory Software Acceptance Test: The NLT portion of the plant control system network will be recreated in CH2M's System Integration Lab. PLC input/output signals will be simulated for proper operation. This will be a witnessed test by City staff.

Commissioning

PICS commissioning activities will be conducted for NLT Phase 1 and 2, including the membrane package system, the PLC/SCADA pre-operational testing, and final testing. The following tests will be done:

- Communications Infrastructure Test: Ethernet network communication and fail-over testing will be performed on all equipment added under the NLT Phase I and II final design.
- Component Acceptance Test: Instruments will be inspected for proper installation and calibration. Instrument calibration will be the responsibility of the GCCM joint venture. PLC input/output signals will be tested for proper operation.
- Site Acceptance Test: Individual and system level functional test of the PLC, HMI, and process equipment will be tested for proper operation. Control system loop tuning will be undertaken. This will be a witnessed test by City staff.

The Commissioning Database will be used to document the commissioning effort. Upon project completion, the Commissioning Database will be turned over to the City for their use.

Training

Under this phase, three half day training sessions will be included. Sessions will be focused on the operation of NLT Phase I and II.

Work Done By Others

The following work will be done by others:

- The bidding and procurement of the control panels.
- The bidding and procurement of field instrumentation.
- The installation of the control panels and all field instrumentation.
- The installation of all electrical cabling, including fiber optic cabling.

- Assistance with commissioning. Commissioning roles and responsibilities for the Engineer and GCCM are specified in Section 40 90 00 Instrumentation and Control for Process Systems in both the Phase 1 and Phase2 construction documents

Task 2 - Process Instrumentation and Control System Services – Existing Plant Control System

Software Standards Development

The scope of the activity is to develop the following data from the existing plant control system. Major categories include:

- Detailed loop description generation reflecting the operation of the existing plant control system.
- Verification of the existing plant control system input/output list.

All data will be collected in the Commissioning Database. All other PLC and HMI standards will be per NLT Phase I and II standards development workshops.

Software Development

This task will convert existing General Electric iFix graphical interface screens to the Rockwell Automation FactoryTalk View HMI platform. Screens will be developed to Rockwell Automation's PlantPAx standards, a documented and recognized standard developed by Rockwell Automation. Also, the existing Rockwell Automation PLC code will be updated to include Add-On-Instructions (AOI).

Upon completion of the software development effort, the following tests will be undertaken:

- Factory Software Acceptance Test: The existing plant control system network will be recreated in CH2M's System Integration Lab. PLC input/output signals will be simulated for proper operation. This will be a witnessed test by City staff.

Commissioning

PICS commissioning activities include PLC/SCADA pre-operational testing and final testing. The following tests will be done:

- Communications Infrastructure Test: IP addressing, for the entire plant control system, will be verified.
- Component Acceptance Test: If this test is required, the testing of existing PLC input/output signals will be done by City staff.
- Site Acceptance Test: Individual and system level functional test of the PLC, HMI, and process equipment will be tested for proper operation. Control system loop tuning will be undertaken. This will be a witnessed test by City staff.

Training

Under this phase, three full day training sessions will be included. Sessions will be focused on the operation differences between the old SCADA system and the upgraded system.

Work Done By Others

The following work will be done by others:

- The procurement of any server hardware and software.
- The procurement of any Rockwell Automation software licenses.

Task 3 - Electrical / Process Instrumentation and Control System Services – Existing MCC Upgrades

The existing MCC drives and motor starters are obsolete and need replacement. The scope of this task is to convert these existing MCC drives and motor starters to Rockwell Automation's current design and change the communication protocol from DeviceNet to Ethernet I/P.

Integration Documents

Prior to detailed drawing development, the state of the existing MCC drives and starters, must be determined. From this investigation, the following detailed design documents can be generated/updated:

- Development of MCC control diagrams.
- Development of Ethernet communication diagrams.

Software Development

As the conversion of the existing plant control system to Rockwell Automation's FactoryTalk View might not coincide with the MCC upgrade schedule. The scope includes modifications to the existing PLC code, in order to maintain existing monitoring and control.

Commissioning

If the MCC conversion does not coincide with the plant control system upgrade, then separate commissioning services will be provided.

Work Done By Others

The following work will be done by others:

- Assist with the as-built development engineering effort.
- The bidding and procurement of the upgraded MCC drives and motor starters.
- The conversion of the existing MCCs from a DeviceNet communications protocol to Ethernet I/P.
- The installation/refurbishment of the new drives/starters in each MCC.
- The procurement of any Rockwell Automation PLC hardware required by the conversion.

Task 4 - Process Instrumentation and Control System Services – Existing Belt Filter Presses Upgrade

Integration Documents

The scope of this task is to replace the existing Belt Filter Press (BFP) control panels, including the Rockwell Automation SLC PLCs, and the Rockwell Automation variable speed drives with control panels and equipment meeting the plant's standard. Currently there are eight control panels (one per BFP), housing obsolete PLCs and adjustable speed drives. The new system will include four control panels, two housing the PLC hardware and two housing the adjustable speed drives, all located outside the corrosive space around the BFPs. In addition there will be eight operator interface control panels, located inside the corrosive space, housing Rockwell Automation PanelViews. The detailed PICS integration documents will generally entail:

- Development of control panel fabrication drawings.
- Development of control panel bill of materials.
- Control panel power wiring diagrams.
- Preparation of analog loop wiring diagrams.
- Preparation of digital wiring diagrams.
- Electrical plan drawings.

Software Development

Included in Task 2 above.

Commissioning

- Communications Infrastructure Test: IP addressing, for the belt filter presses hardware, will be verified.
- Component Acceptance Test: If this test is required, the testing of existing PLC input/output signals will be done by City staff.
- Site Acceptance Test: Individual and system level functional test of the PLC, HMI, and process equipment will be tested for proper operation. Control system loop tuning will be undertaken. This will be a witnessed test by City staff.

Work Done By Others

The following work will be done by others:

- The bidding and procurement of the new control panels.
- The demolition of the existing BFP control panels.
- The installation of the new control panels and associated conduit and wiring.

Task 5 - Process Instrumentation and Control System Services – Existing Process Air Blowers Upgrade

Integration Documents

The scope of this task is to upgrade the existing Process Air Blowers control system, including the four individual Rockwell Automation SLC PLCs on each blower, and the Rockwell Automation master PLC-5 control panel. The Rockwell Automation PLC-5 master PLC is obsolete and the Rockwell Automation SLC PLCs, at the individual blowers, has been "silver" series by Rockwell Automation, which is the first step to being obsolete. The new system will include the replacement of the control panel back panels

housing the Rockwell Automation ControlLogix platform hardware and operator interface PanelViews. The detailed PICS integration documents will generally entail:

- Development of control panel fabrication drawings.
- Development of control panel bill of materials.
- Preparation of analog loop wiring diagrams.
- Preparation of digital wiring diagrams.

Software Development

This task will upgrade the existing PanelView graphics and convert the old Rockwell Automation PLC code to the ControlLogix platform. HMI graphics scope of work included under Task 2 above.

Commissioning

Commissioning activities include PLC/SCADA pre-operational testing and final testing. The following tests will be done:

- Communications Infrastructure Test: IP addressing, for the process air blowers hardware, will be verified.
- Component Acceptance Test: If this test is required, the testing of existing PLC input/output signals will be done by City staff.
- Site Acceptance Test: Individual and system level functional test of the PLC, HMI, and process equipment will be tested for proper operation. Control system loop tuning will be undertaken. This will be a witnessed test by City staff.

Work Done By Others

The following work will be done by others:

- The bidding and procurement of the new control sub-panels.
- The installation of the new control subpanels and associated conduit and wiring.

Assumptions

The following assumptions were made in developing this scope of work and associated costs:

- Existing Plant Control System I/O Count: It is estimated that there are some 1800 hardwired input/output signals, 23 power monitors, and some 200 DeviceNet nodes.
- NLT Phase 1 and 2 I/O Count: It is estimated that there are some 440 hardwired input/output signals and some 110 Ethernet nodes.
- The existing Rockwell Automation's ControlLogix processors will be upgraded by the City, to such a level that the processors can be programmed with RSLogix 5000 PLC programming software – Revision 26.
- All server hardware and associated Microsoft Windows software licenses will be purchased by the City.
- All software licenses, including the Rockwell Automation's FactoryTalk View, FactoryTalk Historian, and FactoryTalk AssetCentre will be purchased by the City.
- The purchase of all field instruments and control panels will be by the GCCM joint venture.

SCHEDULE

The project duration is expected to commence in September 2016 and run through April 2021, and is in alignment with the baseline schedule approved by the City. Attachment A contains the schedule details.

COMPENSATION SCHEDULE

Total compensation for this scope is:

Task 1 – NLT Phase I and II: \$600,000 for Phase 1; \$600,000 for Phase II

Task 2 – Existing Plant Control System: \$2,400,000

Task 3 – Existing MCC Upgrades: \$560,000

Task 4 – Existing Belt Filter Press Upgrade: \$66,000

Task 5 – Existing Process Air Blowers Upgrade: \$98,000

Payment is based on payment method 2, Lump Sum.

This document is Amendment #5 to Exhibit A of the aforementioned contract and establishes modifications to the existing project list and may include identification of additional projects to be executed under the amended contract.

CONSULTANT

By  26 July 2016

Signature

Date

Sherrill Doran

Type or Print name

Vice President, Northwest Water Manager

Title

CITY OF SPOKANE

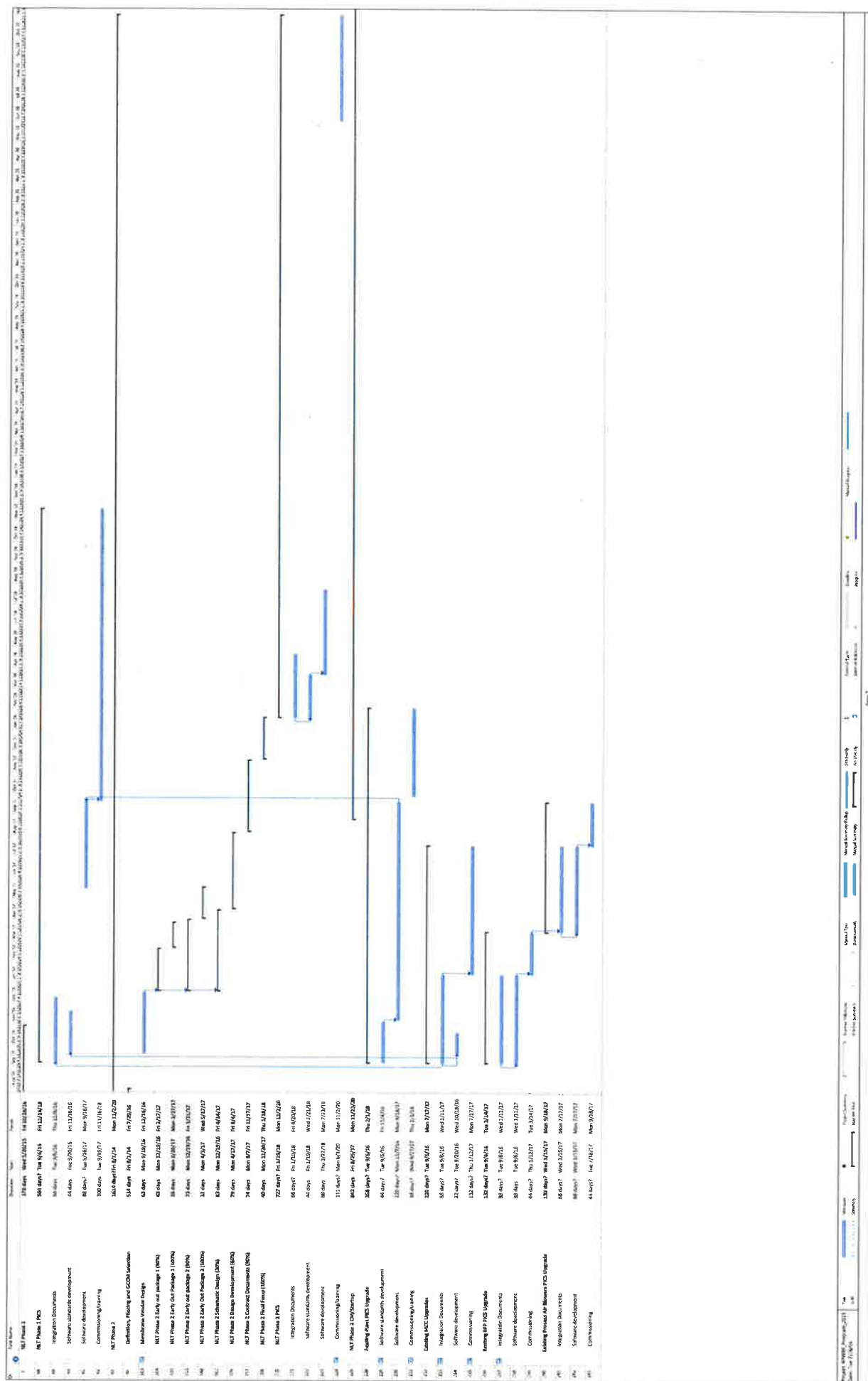
By _____

Signature

Date

Type or Print name

Title



Attachment A

Schedule



City of Spokane

CONTRACT AMENDMENT # 6

**Title: NEXT LEVEL OF TREATMENT (NLT) PROJECTS
PHASE ONE AT THE RIVERSIDE PARK WATER RECLAMA-
TION FACILITY (RPWRF)**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **CH2MHILL Engineers Inc.**, whose address is 999 West Riverside Avenue, Suite 500, Spokane, Washington, 99201 as ("Consultant").

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City Task Specific Detailed Scope Descriptions for Phases of projects known as the Next Level of Treatment (NLT) at the City's Riverside Park Water Reclamation Facility (RPWRF); and

WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and

-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated March 11, 2015 and March 20, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on July 26, 2016.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include the following:

Design and Construction Management Services During Construction (SDC) through the duration of Phase 2 Construction. These services rendered by the Consultant will be complementary to the Construction Management services contracted by the GC/CM during construction. Staff from the Design team will serve as a conduit between the field office and the design office during construction to aid in the pace and clarity of communication.

Services are to be performed in accord with Consultant's attached Amended scope of work document.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **TWO MILLION NINE HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS (\$2,950,000.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

CH2MHILL Engineers Inc.

By Craig Massie 7/27/2016
Signature Date

Craig Massie
Type or Print Name

VP
Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Consultant's Design and Construction Management Services During Construction (SDC) through the duration of Phase 2 Construction scope

16-587

AMENDMENT 6 to EXHIBIT A

CITY OF SPOKANE

RIVERSIDE PARK WATER RECLAMATION FACILITY

NEXT LEVEL OF TREATMENT PROJECTS (CITY CONTRACT OPR #2015-0183)

BACKGROUND:

The City of Spokane (City) Riverside Park Water Reclamation Facility (RPWRF) Next Level of Treatment (NLT) Projects have been awarded to CH2M HILL Engineers Inc. (CH2M). CH2M won this contract through a competitive process as advertised in Request for Qualification #3994-14 RPWRF Membrane Filtration Treatment Facility Design and Construction Management. City and Consultant subsequently entered into the Next Level of Treatment Projects contract (City contract OPR #2015-0183). The scope of this contract includes a series of projects that will be performed and approved in phases over the duration of the contract term. An initial list of 17 projects was established in Exhibit A to the contract.

STATEMENT OF WORK

The purpose of this scope is to define the engineering Services During Construction (SDC) and related consulting services for the Spokane RPWRF Next Level of Treatment (NLT) Phase 1 and 2 Project (PROJECT). The design engineering services will be provided by CH2M. The City is utilizing the General GCCM Construction Manager (GCCM) construction delivery where the GCCM will participate with the City and CH2M during the design phase and develop Maximum Allowable Construction Costs (MACCs) based on the identified construction packages herein.

CH2M will provide engineering SDC as defined below. These SDC are intended to assist the City in administration of the contract for construction, monitor the performance of the GCCM, verify that the GCCM's work is in substantial compliance with the contract documents, and assist the City in responding to events that occur during the construction. These SDC are based upon the understanding that the City will contract directly with the GCCM and will be actively involved in the construction process assisting CH2M in making decisions, providing approvals, and performing other actions necessary for the completion of the construction. These SDC are also based upon the City executing a contract for construction with the GCCM that is consistent with these SDC, and which provides the requisite authority for CH2M to fulfill its SDC responsibilities.

CH2M's SDC are based upon the schedule or duration of construction anticipated at the time that these services are agreed. Deviations from the anticipated schedule or duration of construction will materially affect the scope of these SDC and CH2M's compensation for the SDC, and may require an increase/decrease to CH2M's compensation, following written notification to the City and written authorization from the City.

CH2M will not be responsible for the means, methods, techniques, sequences or procedures of the GCCM, nor shall CH2M be responsible for the GCCM's failure to perform in accordance with the construction contract documents.

Task 1: Services During the Construction Phase

CH2M will provide services to assist in coordinating the site activities, administer the contract for construction, monitor the GCCM's performance, respond to design and technical submittals, and close out the contract for construction.

1.1 Resident Observation and Construction Management Services

Resident Observation services shall include the following activities.

Document Management System and Procedures

CH2M will coordinate with GCCM to establish a system and set of procedures for managing, tracking, and storing all relevant documents between the GCCM, CH2M, and the City produced during the Construction and Closeout phases of the project. CH2M and the GCCM will utilize an appropriate computer-based document management system selected jointly by CH2M, the GCCM and the City.

CH2M will implement procedures for the logging and tracking of all relevant correspondence and documents. CH2M will assist the City in monitoring outstanding decisions, approvals, or responses required from the City.

Site Coordination

1. Pre-Construction Conference: CH2M will coordinate, attend and lead one pre-construction conference with the GCCM to review the project communication, coordination, and other procedures and discuss the GCCM's general workplan and requirements for the project. CH2M will take minutes or otherwise record the results of this conference. Include a one day Partnering Meeting (location to be confirmed, local to the Spokane area) with outside facilitator.
2. Mobilize On-Site: CH2M will mobilize on site for the duration of the construction to provide site coordination, contract administration, and monitoring the performance of the GCCM. The on-site team will mobilize in field offices to be provided by the City.
3. Communications: CH2M will implement and maintain regular communications with the GCCM during the construction. CH2M will receive and log all communications from the GCCM and will coordinate the communications between the City and GCCM. CH2M will not communicate directly with the GCCM's subcontractors or suppliers without prior approval of GCCM and only do so in order to expedite the progress of the Work.
4. Project Site Meetings: CH2M will conduct weekly meetings with the GCCM, CH2M and the City and will prepare the minutes of these meetings.
5. Field Instructions and Orders: CH2M will issue field instructions, orders, or similar documents during construction as provided in the contract for construction.

Construction Contract Administration

1. Permits, Bonds, and Insurance: CH2M will assist the City to verify that the required permits, bonds, and insurance have been obtained and submitted by the GCCM.
2. Payments to GCCM: CH2M will receive and review the GCCM's requests for payment monthly. CH2M will determine whether the amount requested reflects the progress of the GCCM's work and is in accordance with the contract for construction. CH2M will provide recommendations to

the City as to the acceptability of the requests. CH2M will advise the City as to the status of the total amounts requested, paid, and remaining to be paid under the terms of the contract for construction.

Recommendations by CH2M to the City for payment will be based upon CH2M's knowledge, information, and belief from its observations of the work on site and selected 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 to ascertain that the GCCM has completed the work in exact accordance with the contract for construction; that CH2M has made an examination to ascertain how or for what purpose the GCCM has used the moneys paid; that title to any of the work, materials, or equipment has passed to the City free and clear of liens, claims, security interests, or encumbrances.

3. Correspondence and Communications: CH2M will coordinate all written communications among the GCCM, CH2M, and the City during the construction. CH2M will also prepare written communications to the GCCM and provide recommendations to the City for written communications between the City and GCCM.

Project Controls

1. GCCM's Schedule Submittal: CH2M will review the GCCM's construction schedule and verify that it is consistent with the requirements of the contract for construction. CH2M will advise the GCCM in writing of any areas where the schedule is not in compliance with the contract for construction. CH2M will provide comments and recommendations to the City to assist the City in approving, accepting, or taking other action on the GCCM's schedule in accordance with the contract for construction. CH2M's review and comments shall not be considered as a guarantee or confirmation that the GCCM will complete the work in accordance with the contract for construction.
2. GCCM's Schedule Updates: CH2M will review the GCCM's periodic schedule updates or other schedule submissions. CH2M will advise the GCCM if the updates or other submissions are not in accordance with the contract for construction. CH2M will provide comments and assessments of the schedule updates to the City regarding these updates or other submissions.
3. Effect of Change Orders: CH2M will review information submitted by the GCCM regarding the effect of proposed or issued Change Orders upon the construction schedule, duration, and completion date. CH2M will advise the City as to the potential impact of proposed or issued Change Orders. With input from the City, CH2M will lead discussions with the GCCM concerning the potential impact of proposed or issued Change Orders.
4. Periodic Reports: CH2M will provide monthly reports to the City as to the status of the construction schedule, date of completion, contract price, retainage, pending changes to the contract price or completion date and other issues material to the cost and time for completion of the construction.

Field Inspection

1. Field Office: CH2M will staff a field office on the project site for purposes of providing full-time construction management to observe the work of the GCCM.
2. Independent Testing, Inspection, and Survey Services: The City will employ independent firms for the material testing, specialty inspection, survey, or other services related to verifying the quality of the GCCM's work as required by the State of Washington. CH2M will review the reports and other information prepared by the independent firms. CH2M shall not be

responsible for the accuracy or completeness of the work and reports of the independent testing, inspection, and survey firms.

3. Review of Work: CH2M will conduct daily on-site observations of the GCCM's work for the purposes of determining if the work generally conforms to the contract for construction and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the GCCM. In addition, CH2M will review the GCCM's Quality Assurance reports for consistency with the approved GCCM quality plan. CH2M will document observations in a Daily Diary and prepare written reports or other records of the observations.

CH2M's inspection staff will arrange for weekly photographs of the work in progress, which will be made available to the City and delivered to the City upon request.

CH2M's observation of the work is not an exhaustive observation or inspection of all work performed by the GCCM. CH2M does not guarantee the performance of the GCCM. CH2M's observations shall not relieve the GCCM from responsibility for performing the work in accordance with the contract for construction, and CH2M shall not assume liability in any respect for the GCCM's construction of the project. CH2M will obtain written plans from the GCCM for quality control of its work, and will monitor the GCCM's compliance with its plan.

4. Deficient and Non-conforming Work: Should CH2M discover or believe that any work by the GCCM is not in accordance with the contract for construction or is otherwise defective, not conforming to requirements of the contract or applicable rules and regulations, CH2M will bring this to the attention of the GCCM and the City. With concurrence from the City, CH2M shall direct the GCCM to reconstruct defective work. CH2M will thereupon monitor the GCCM's corrective actions and will advise the City as to the acceptability of the corrective actions.
5. Design Team Visits: CH2M will coordinate periodic visits to the site by the design team members to review progress and quality of the work. The visits shall observe the general quality of the work at the time of the visit and review any specific items of work that are brought to the attention of the design team members by the GCCM or the City.
6. Performance and Witness Testing: CH2M will attend and witness field and factory performance tests as specified in the contract for construction and in CH2M's contract scope. Note that SCADA related witness testing is included in a separate SCADA services contract and not included in this contract.
7. Regulatory and Third-Party Testing and Inspections: CH2M will monitor the GCCM's coordination of inspection and testing by regulatory and third party agencies that have jurisdiction over the project.
8. Subsurface and Physical Conditions: Whenever the GCCM notifies CH2M or the City of subsurface or physical conditions at the site and the contract for construction provides that such notice shall or should be given, CH2M will inspect such conditions at the site and CH2M will notify the City prior to any such inspection to afford City staff or an authorized representative of the City an opportunity to be present during the CH2M's inspection and to conduct its own inspection if desired. CH2M will advise the City as to any appropriate action(s) required and will respond to the GCCM accordingly with concurrence from the City. In addition, CH2M will promptly notify the City in writing if it discovers during any inspection or otherwise, subsurface or latent physical conditions that differ materially from those indicated in the Construction Documents, or unknown physical conditions of an unusual nature that differ materially from those ordinarily encountered and generally recognized as inherent in the work required to be performed under the contract for construction. Engineering and technical services that are

required to investigate the subsurface or physical conditions shall be considered an Additional Service.

9. Substantial and Final Completion: CH2M will lead and assist the City with inspections at substantial and final completion, in accordance with the contract for construction. CH2M will prepare up to two (2) separate punch lists of items requiring completion or correction. CH2M will make recommendations to the City regarding acceptance of the work based upon the results of the final inspection.
10. Specialty Inspections: CH2M will schedule and will contract for only those specialty inspections and testing services as set forth in the contract for construction.
11. Equipment Operation and Maintenance Manuals, Training: CH2M will coordinate with the GCCM for the submission of required equipment manuals for operation and maintenance and for training of the City's staff by the GCCM and by equipment vendors and representatives.

Health and Safety

1. CH2M will manage the health, safety, and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations.

CH2M will coordinate its health, safety, and environmental program with the responsibilities for health, safety, and environmental compliance specified in the contract for construction. CH2M will coordinate with responsible parties to correct conditions that do not meet applicable federal, state, and local occupational safety and health laws and regulations, when such conditions expose CH2M staff, or staff of CH2M subcontractors, to unsafe conditions.

CH2M will notify affected personnel of any site conditions posing an imminent danger to them that CH2M observes.

2. CH2M is not responsible for health or safety precautions of construction workers. CH2M is not responsible for the GCCM's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.

1.2 Changes in the Work, Claims and Disputes

Changes

1. Minor Variations in the Work: CH2M may authorize minor variations in the work that do not involve an adjustment in the GCCM's contract price nor time for construction and are consistent with the intent of the contract documents. CH2M will promptly notify the City in writing of all such variations in the work that it authorizes.
2. Coordinate Issuance of CH2M / City Initiated Changes: With input and assistance from the City, CH2M will take the lead in issuing any changes to the contract for construction, deemed necessary in order to obtain a satisfactory and operationally completed project.

CH2M will receive and review the GCCM's response to the request for change and will obtain such further information as is necessary to evaluate the basis for the GCCM's proposal. With input from the City, CH2M will lead the negotiations for the agreed to change and, upon approval by the City, prepare final change order documents for execution by the City and GCCM.

3. Review of GCCM's Requested Changes: CH2M will review all GCCM-requested changes to the contract for construction. CH2M will make recommendations to the City regarding the

acceptability of the GCCM's request and, whether it is reimbursable out of the GCCM contingency or not, and upon approval of the City, lead negotiations of the requested change. Upon agreement and approval, CH2M will prepare final change order documents.

4. Change Order Reports: CH2M will provide monthly reports to the City about the status of Change Orders. The report will include issued Change Orders, pending change orders, and change order amounts.

Claims and Disputes

CH2M will receive, log, and notify the City about all letters and notices from the GCCM concerning claims or disputes between the GCCM and the City pertaining to the acceptability of the work or the interpretation of the requirements of the contract for construction. CH2M will review all such letters and notices and will discuss them with the GCCM as necessary to understand each such claim or dispute. CH2M will take the lead on advising the City regarding the GCCM's compliance with the contract requirements for such claims and disputes and recommend solutions.

1.3 Interpretations of Contract Documents

CH2M will provide written responses to the GCCM's request for interpretation or clarification of the contract documents.

1. Requests for Information: CH2M will promptly review the GCCM's requests for information or clarification of the contract for construction. CH2M will promptly coordinate such review with the design team and with the City as appropriate. CH2M will issue responses to the requests within a reasonable time.

CH2M will log and track the GCCM's requests.

2. Proposed Substitutions: CH2M will review and respond to the GCCM's requests for substitution of materials and equipment. CH2M will review such requests and will advise the City as to the acceptability of such substitutions.

1.4 Shop Drawings, Samples, and Submittals

1. Submittal Schedule: CH2M will obtain from the GCCM a proposed shop drawing and submittal schedule, which shall identify all shop drawings, samples, and submittals required by the contract for construction, along with the anticipated dates for submission.
2. Review of Shop Drawings, Samples, and Submittals: CH2M will promptly coordinate with the design team for the reviews of the GCCM's shop drawings, samples, and other submittals upon receipt of such drawings, samples, and other submittals. CH2M will also coordinate deferred submittals review with the Yamhill County Building Department upon receipt of such submittals. CH2M will log and track all shop drawings, samples, and submittals. CH2M will ensure that the review of all such submittals will be completed within a reasonable time.

CH2M and design team's review of all shop drawings, samples, and submittals shall be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review shall not relieve the GCCM from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples, and submittals is free of errors, inconsistencies, or omissions.

3. Scope of Review: CH2M's scope will be based upon the GCCM's scope of work in the contract for construction and shall be based on a maximum of two submissions by the GCCM for each shop drawing, sample, or submission. Should there be additional reviews required of CH2M and design team, CH2M shall be entitled to additional compensation per the procedure outlined in the construction contract between the City and the GCCM

1.5 CH2M's Personnel at Construction Site

1. The presence or duties of CH2M's personnel at a construction site, whether as onsite representatives or otherwise, do not make CH2M or CH2M's personnel in any way responsible for those duties that belong to the City 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.
2. CH2M and CH2M'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's own personnel.
3. The presence of CH2M's personnel at a construction site is for the purpose of providing to the City 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 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.

For this scope of services only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

Task 2: Services During the Close-out Phase

CH2M will assist the City in closing out the contract for construction and commencement of the City's use of the completed work. CH2M's services will include the following:

2.1 Final Completion

CH2M will assist the City in issuing documents for final completion and acceptance of the work. CH2M will advise the City on final payment, release of retention, and release of insurance and bonds.

2.2 Occupancy and Start-Up Permits

CH2M will assist the City with securing occupancy and start-up permits. Should the contract for construction require the GCCM to secure such permits, CH2M will monitor the GCCM's efforts and will advise the City of the GCCM's progress. Should the City be required to secure such permits,

CH2M will assist the City by coordinating final inspections, submitting documents to the governmental agencies, and coordinating inspections by the agencies.

2.3 Warranties, Guarantees, Lien Releases

CH2M will coordinate with the GCCM for the submission of required warranties, guarantees, lien releases, and other similar documents as required by the contract for construction. CH2M will advise the City as to the acceptability and compliance of these documents with the contract for construction.

Task 3: Post-Construction Phase Services

3.1 Operations Manual

CH2M will develop an Operations Manual describing the operation of the Project facilities and systems. A draft of this manual will be prepared and submitted to the City no later than the 25 percent construction completion date. This manual will explain the various primary modes of operation that may be used, including both normal operation and initial emergency operation procedures. The manual will explain the purpose and basic concept of the various processes that are incorporated into the overall plant. Where appropriate, reference will be made to the manufacturer's detailed vendor supplied O&M submittals. It will include instructions for process operations and tests or laboratory procedures that may be required to monitor the performance of the facilities. The manual will be suitable for use as an operational tool and to facilitate operator training. The manual will be produced using WORD software for text files and AutoCAD compatible software for figures/drawing files.

3.2 Operations Instruction

CH2M will provide supplemental instruction to the City's staff in the operation of the equipment provided under this Project. This instruction shall cover both the basic operational concept and actual operation of the systems and components under both standard and non-standard operations that are likely to occur. CH2M will also help to coordinate and schedule the services of qualified representatives from equipment manufacturers, in conjunction with and consideration of City staff availability.

3.3 Standard Operating Procedure Development

CH2M will develop draft and final Standard Operating Procedures (SOPs) for major systems and subsystems as summarized in Attachment 1 for Phase 1 and Phase 2 construction. SOPs will be developed following the City SOP standard format. The draft SOPs will be submitted to the City for review and addition of safety content specific to the SOP. Safety content is beyond CH2M expertise, but CH2M will alert the City to known safety concerns inherent with the equipment comprising the unit process for the City's inclusion into the safety aspect of the SOP. SOPs will be finalized with the City's review input. Note that the Phase 2 membrane system

3.4 Start-Up Support

CH2M will furnish assistance to the City and GCCM in plant startup and initial plant operation to an extent to be mutually agreed upon by both parties. This assistance includes:

1. Preparing a Plan of Operation to identify specific actions and related completion dates for startup and operation of the new facilities.
2. Assisting during the initial startup of the facilities by assisting the operating personnel assigned by the City.

3.5 Record Documents

CH2M will revise the drawings to reflect available record information provided by the GCCM and equipment suppliers. AutoCAD compatible drawing files will be submitted to the City.

CH2M will revise the Circuit and Raceway Schedule to reflect available record information provided by the GCCM. AutoCAD compatible drawing files will be submitted to the City.

3.6 Warranty Period Services

CH2M will provide the following warranty performance review services during the one-year warranty period to assist the City in coordinating corrections of deficient equipment or construction:

1. Participate in an end-of-warranty period inspection one month prior to completion of the warranty period and provide a letter identifying any deficiencies found and recommended actions.
2. Make periodic visits to the site during the warranty period to monitor contract deficiencies in workmanship, materials, or equipment and prepare correspondence informing the GCCM of such deficiencies.
3. Provide periodic onsite observation during correction of the deficiencies.

Task 4: Project Management

Maintain and update the final work plan for the project that combines staffing commitments and budgets with the deliverables and schedule for the project. Specific responsibilities of each member of the project team will be maintained.

Monitor work efforts and evaluate actual versus planned progress. Supervise the project team and identify actions needed to maintain the project schedule and adhere to budget considerations.

Supervise and control activities of staff assigned to the project. Coordinate and schedule appropriate project staffing to meet project requirements. Make arrangements for the scheduled project workshops, and meetings. Coordinate the participation of senior reviewers at appropriate points in the project. Coordinate with other tasks and staff to complete work on schedule and within budget.

Prepare monthly progress reports and review these with the City. The reports will include activities planned for the next month, a status summary of current project tasks, and identification of items of concern.

Meet with the City to review the project and discuss activities and needed actions.

Implement and carry out an effective quality assurance program as previously described in the project instructions and management plan.

Maintain project records, manage and process project communications, and coordinate project administrative matters.

Monitor project activities for potential changes, anticipate changes whenever possible, and with City approval, modify project tasks, task budgets, and approach. Inform the City if any changes will impact the cost of engineering services, the construction cost, or the schedule.

Deliverables

The following deliverables will be produced under this task:

- Project Instructions
- Integrated Schedule
- Updated Work Plan
- Workshop agendas
- Monthly Project Status Reports and Monthly Schedule Updates
- Documentation of project engineering services, construction cost, or schedule changes
- Project Action Issues and Checklist

Task 5: Additional Services

The following services will be provided by CH2M upon authorization of the City and agreement on compensation to CH2M.

1. Services related to development of the City's project financing and/or budget.
2. Services necessary due to the default of the GCCM.
3. Services related to damages caused by wildfire, flood, earthquake, or other acts of God.
4. Services related to the City's operation and use of the completed project other than as specifically provided in the above scope of work.
5. Preparation for and serving as a witness in connection with any public or private hearing or other forum related to the project except for time spent in connection with allegations or claims made against CH2M.
6. Services supporting the City in public relations activities.
7. Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the City except for time spent in connection with allegations or claims made against CH2M.
8. Performing periodic labor evaluations and processing prevailing wage documentation.

Basis of SDC Scope and Fee Development

The following assumptions were used when determining the compensation to CH2M. These assumptions are in addition to the scope and additional services set forth in the foregoing statement of work.

Services During the Construction Phase

1. The project will be constructed under one GCCM contract for construction, with two major phases and four early out packages.
2. The construction period for Phase 1 will last up to 34 months from Notice to Proceed. The construction period for Phase 2 will last up to 38 months from Notice to Proceed. Due to overlaps between the two phases, we expect the overall construction duration to be 47 months.
3. The City will provide a field office structure, furniture, phone and internet service.
4. CH2M will arrange and conduct up to three Pre-Construction Conferences with the City, GCCM, and other interested parties in at the project site.
5. Weekly construction progress meetings will be attended at the project site. CH2M will have one person (the Resident Project Representative) attend each meeting.
6. CH2M will provide one full-time Resident Project Representative for a period of up to 47 months.
7. CH2M expects to review approximately 560 original submittals and 280 re-submittals (which includes GCCM's shop drawings, operations and maintenance submittals, and samples) for Phase 1 and 410 original submittals and 205 re-submittals (which includes GCCM's shop drawings, operations and maintenance submittals, and samples) for Phase 2.
8. CH2M expects to spend 495 hours reviewing requests for interpretation or clarification from the GCCM for Phase 1 and 516 hours for Phase 2.
9. Construction schedules and updates will be reviewed on a monthly basis.
10. Up to ten (10) Change Orders will be prepared.
11. CH2M will review up to 47 monthly pay requests from the GCCM.
12. Any labor and expenses required to address construction claims, unforeseen subsurface considerations, or additional construction requested by the GCCM or the City would be additional costs.

Services During the Post-Construction Phase

1. CH2M will develop an electronic Operations Manual addressing the new and modified facilities and systems. A draft O&M Manual will be submitted for City review prior to the 25 percent complete stage of construction. The final Operations Manual will incorporate City comments and be issued as native Microsoft Word format for future editing by the City.
2. CH2M will develop up to 15 new and modify up to 25 existing Standard Operating Procedure (SOP) for Phase 1 and for Phase 2 combined. In addition, an overall SOP summarizing the wet weather operation of the Phase 1 unit processes and the net environmental benefit operation of

the tertiary system of Phase 2 will be developed. Draft SOPs will be submitted for City review prior to the 25 percent complete stage of construction. The final SOPs will incorporate City comments and be issued as native Microsoft Word format for future editing by the City.

3. CH2M will provide ten (10) days of classroom and eight (8) days of field training to the plant staff.
4. CH2M will provide a total of 25 man-days of process start-up assistance with Phase 1 and 25 days with Phase 2. Note that SCADA start-up assistance is in a separate scope of services.
5. CH2M will prepare approximately 450 record drawings for Phase 1 and approximately 330 drawings for Phase 2, based on mark-ups from the GCCM. AutoCAD files will be provided.
6. CH2M will prepare record Circuit and Raceway Schedules based on mark-ups from the GCCM.
7. CH2M will conduct one warranty inspection lasting two (2) days within one year of facility startup. CH2M will prepare a report summarizing the findings.
8. CH2M will conduct one facility performance review/inspection lasting two (2) days within one year of facility startup. CH2M will prepare a report summarizing the findings.

City Provided Services

1. The City will provide to CH2M all data in the City's possession relating to CH2M's services on the Project. CH2M will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.
2. The City will give prompt notice to CH2M whenever the City observes or becomes aware of any development that affects the scope or timing of CH2M's services, or of any defect in the work of CH2M or the GCCM.
3. The City shall examine information submitted by CH2M and render in writing or otherwise provide decisions in a timely manner.
4. The City shall furnish required information and approvals in a timely manner.

SCHEDULE

The project duration is expected to commence in September 2016 and run through April 2021, consistent with the Baseline Schedule developed with the GCCM and approved by the City.

COMPENSATION SCHEDULE

Total compensation for this scope is **\$2,800,000 for Phase 1 and \$2,950,000 for Phase 2.**

Phase 1

City of Spokane
NLT Phase 1 SDC
Level of Effort and Budget

Task	CH2M Labor Hours	CH2M Labor Cost	CH2M Expense Cost	Fixed Fee	Total Task Amount
Resident Observation	4286	\$ 651,944	\$ 104,185	\$ 60,631	\$ 816,760
Submittal Reviews	5231	\$ 649,492		\$ 60,403	\$ 709,895
RFI's	918	\$ 130,710		\$ 12,156	\$ 142,866
Change Orders	351	\$ 48,828		\$ 4,541	\$ 53,368
Site Visits	742	\$ 106,231	\$ 18,300	\$ 9,880	\$ 134,411
Startup and Commissioning	329	\$ 45,772	\$ 8,890	\$ 4,257	\$ 58,919
Record Drawings	1127	\$ 140,215		\$ 13,040	\$ 153,255
O&M Manual	762	\$ 126,933		\$ 11,805	\$ 138,738
Operator training	100	\$ 14,856		\$ 1,382	\$ 16,238
Warranty Period Services	229	\$ 34,176	\$ 4,440	\$ 3,178	\$ 41,794
Project Management	2398	\$ 404,032	\$ 20,040	\$ 37,575	\$ 461,647
Project Close Out	213	\$ 32,991		\$ 3,068	\$ 36,059
QA QC	100	\$ 17,817		\$ 1,657	\$ 19,474
HSSE	109	\$ 15,167		\$ 1,410	\$ 16,577
TOTALS					\$ 2,800,000

Phase 2

City of Spokane
NLT Phase 2 SDC
Level of Effort and Budget

Task	CH2M Labor Hours	CH2M Labor Cost	CH2M Expense Cost	Fixed Fee	Total Task Amount
Resident Observation	4509	\$ 685,638	\$ 108,437	\$ 63,764	\$ 857,840
Submittal Reviews	3983	\$ 498,318		\$ 46,344	\$ 544,662
RFI's	994	\$ 141,687		\$ 13,177	\$ 154,864
Change Orders	900	\$ 125,206		\$ 11,644	\$ 136,850
Site Visits	927	\$ 143,710	\$ 18,315	\$ 13,365	\$ 175,390
Startup and Commissioning	884	\$ 122,986	\$ 15,960	\$ 11,438	\$ 150,383
Record Drawings	820	\$ 102,047		\$ 9,490	\$ 111,537
O&M Manual	778	\$ 127,455		\$ 11,853	\$ 139,308
Operator training	100	\$ 14,856		\$ 1,382	\$ 16,238
Warranty Period Services	500	\$ 93,174	\$ 8,130	\$ 8,665	\$ 109,969
Project Management	2502	\$ 421,602	\$ 20,040	\$ 39,209	\$ 480,851
Project Close Out	213	\$ 32,991		\$ 3,068	\$ 36,059
QA QC	100	\$ 17,817		\$ 1,657	\$ 19,474
HSSE	109	\$ 15,167		\$ 1,410	\$ 16,577
TOTALS					\$ 2,950,000

This Change Order Work is hereby proposed to be executed under Contract No. OPR 2015-0183 on a Cost Plus Fixed Fee basis. Details are shown in a separate Fee Determination Sheet.

This document is Amendment #6 to Exhibit A of the aforementioned contract and establishes modifications to the existing project list and may include identification of additional projects to be executed under the amended contract.

CONSULTANT

By Sherrill Doran 26 July 2016
Signature Date

Sherrill Doran
Type or Print name

Vice President, Northwest Water Manager
Title

CITY OF SPOKANE

By _____
Signature Date

Type or Print name

Title



Agenda Sheet for City Council Meeting of:
08/08/2016

<u>Date Rec'd</u>	7/27/2016
<u>Clerk's File #</u>	OPR 2015-0834
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	INTEGRATED CAPITAL MANAGEMENT
<u>Contact Name/Phone</u>	P. MIKE TAYLOR X6307
<u>Contact E-Mail</u>	PMTAYLOR@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4250 - AMENDMENT 2 FOR NEXT LEVEL OF TREATMENT CONSTRUCTION SERVICES

Agenda Wording

Guaranteed Maximum Price Amendment for Early Out Concrete work for NLT Phase 1 Construction.

Summary (Background)

This scope of work includes the footings and foundations work associated with Primary Clarifier 5 and the new Chemical Storage Building. Contract increase of \$12,802,292 and an administrative reserve allocation of 5%.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 12,802,292	#	4340-43387-94000-56501-14322
Expense	\$ 640,114	#	4340-43387-94000-56501-14322
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DAVIS, MARCIA	<u>Study Session</u>	6/25/16
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT		
<u>For the Mayor</u>	WHITNEY, TYLER		
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Briefing Paper
**GUARANTEED MAXIMUM PRICE (GMP) AMENDMENT #2
WITH MWH-SLAYDEN JV
NEXT LEVEL OF TREATMENT (NLT) GCCM CONTRACT
OPR 2015-0834**

City of Spokane
July 25, 2016

From: P. Mike Taylor, Program Manager, NLT

BACKGROUND / SUMMARY INFORMATION

Following the Value Engineering and Constructability Review of Phase 1 of the NLT Program, it was determined to be in the City of Spokane and the region's best interests to spread the project by advancing those components which could be accelerated; and deferring those components that were appropriate for later construction. This strategy benefited the NLT project by mitigating severe on-site congestion from multiple contracts in 2017 and 2018. It also mitigated the regional demand on local resources for concrete supply; apprentice candidates; and contractor availability. Leveling the NLT packages should facilitate more competition; and more competitive bidding.

The first Guaranteed Maximum Price (GMP) Amendment #1 is reflective of this strategy. Items 1 and 2 are large diameter pipe and large diameter valves and related equipment that have long lead times for delivery.

Item 3 is work associated with Primary Clarifier 5 and the new Chemical Storage Building. The designs for these were sufficiently advanced to permit an Early Out Concrete Package. The major elements of this will be:

- a. Demolition of the abandoned Headworks
- b. Site work, Shoring and Piping
- c. Primary Clarifier 5 (PC5), cast-in-place concrete
- d. PC5 Solids Pump Station, cast-in-place concrete
- e. Chemical Storage Building Foundation and Floor Slabs, cast-in-place concrete

All of these components are within the NLT Program Scope as defined and agreed upon.

None of these schedule changes impacts the City's ability to meet the regulatory requirements for implementation of NLT, and all are within the Baseline Integrated Schedule

All of these component costs are as anticipated in the NLT program budgets, to date.

This is the second AIA 133-2009 Exhibit A Amendment following Council's approval of MWH-Slayden JV's Base Services and Preconstruction Services Contract.

IMPACT

This will initiate the construction phase of NLT Phase 1.

FUNDING:

GMP Amendment # 2 SUMMARY		
Cost of Work Subcontracted		\$ 6,840,953
Cost of Work Self Performed		\$ 2,536,426
Sub Total for Cost of Work		\$ 9,377,379
plus Negotiated Support Services		\$ 315,998
plus Pro-rated Specified General Conditions		\$ 1,146,602
Subtotal to apply 3.65% GCCM Fee		\$ 10,839,979
GCCM Fee	3.65%	\$ 395,659
Subtotal with GCCM Fee		\$ 11,235,638
GCCM Contingency at 5% of COW	5%	\$ 541,999
Subtotal with GCCM Contingency		\$ 11,777,637
Washington State Sales Tax	8.70%	\$ 1,024,654
Total GMP Amendment # 2		\$ 12,802,292
Plus 5% Owner Reserve	5%	\$ 640,114
Total GMP Amendment #2 plus 5% Owner Reserve		\$ 13,442,406

RECOMMENDED ACTION:

1. Approve AIA Document A133-2009 Exhibit A (GMP #1) in the amount of \$11,777,637 plus Sales Tax \$1,024,654 (totaling \$12,802,292) with MWH Constructors & Slayden Construction Group, a Joint Venture (MWH-Slayden JV) of Bellevue Washington for the following:
 - a. Early Pipe Equipment Package P-01
 - b. Early Valve Equipment Package P-02
 - c. Early Out Concrete Package S-01
2. Approving the City of Spokane Reserve of 5%, or \$640,114, for a total budget commitment this GMP Amendment # 2 of \$13,442,406.

Contact

P. Mike Taylor, PE
 RPWRF NLT Program Manager
 4401 N. Aubrey L. White Parkway
 Spokane, WA 99205
 509.625.6307

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 002	OWNER: <input checked="" type="checkbox"/>
City of Spokane - Riverside Park WTF	DATE: July 25, 2016	ARCHITECT: <input type="checkbox"/>
Next Level Treatment		CONTRACTOR: <input type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:	FIELD: <input type="checkbox"/>
MWH Constructor + Slayden	CONTRACT DATE: November 30, 2015	OTHER: <input type="checkbox"/>
Construction Group, JV	CONTRACT FOR: Construction Services	
2353 130 th Ave. NE., Suite 200		
Bellevue, WA 98007-1759		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The following changes are made to the GC/CM Construction Contract and for Additional Negotiated Support Services:

GMP # CCP Description

GMP 02 Early Out Concrete Package

Washington State Sales Tax

Final Cost(W/WSST)

\$11,777,637.00

\$ 1,024,654.00

The original Contract Sum was

\$ 1,972,316.00

The net change by previously authorized Change Orders

\$ 625,155.00

The Contract Sum prior to this Change Order was

\$ 2,597,471.00

The Contract Sum will be increased by this Change Order in the amount of

\$ 12,802,292.00

The new Contract Sum including this Change Order will be

\$ 15,399,763.00

The Contract Time will be increased by five hundred twenty-three (523) days.

The date of Substantial Completion as of the date of this Change Order therefore is 11/24/2020

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

N/A	MWH Constructors + Slayden	City of Spokane
	Construction Group, JV	
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
N/A	2353 130th Ave. NE., Suite 200	808 W. Spokane Falls Blvd., Spokane, WA
	Bellevue, WA 98007-1759	99201
ADDRESS	ADDRESS	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
N/A	Greg Huston, President	David A. Condon, Mayor
(Typed name)	(Typed name)	(Typed name)
N/A	July 27, 2016	
DATE	DATE	DATE

CITY OF SPOKANE
Wastewater Department
RPWRF NEXT LEVEL TREATMENT PROJECT
GCCM SERVICES

AMENDMENT #2 TO THE AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER

Pursuant to Section 2.3.1 of the AIA G701-2001 Agreement, dated July 25, 2016, between the City of Spokane (Owner) and MWH Constructors, Inc. & Slayden Construction Group, Inc., JV (Construction Manager), for the RPWRF Next Level Treatment Facility (the Project), the Owner and the Construction Manager establish a Price and Contract time for the (insert name of bid package here) as set forth below.

ARTICLE I: PRICE

The price of the work is in the amount of twelve million seven hundred eighty-four thousand nine hundred thirty-one dollars (\$12,802,292). See attached EXHIBIT A breakdown for development of Price:

EXHIBIT A1 Itemized Statement of Price. (AIA Document G701-2001 dated July 25, 2016)

GMP Amendment #002—dated July 25, 2016: Early Out Concrete Package	\$11,777,637.00
Washington State Sales Tax	\$1,024,654.00

ARTICLE II: CONTRACT TIME

The contract time has added 523 days with a new date of Substantial Completion as November 24, 2020.

ARTICLE III: GUARANTEED MAXIMUM PRICE AND OTHER PROVISIONS

The Price and Price Components for the work established above, the scope of this work and the Contract Time for this work shall be incorporated into the GMP Agreement and executed in a subsequent Amendment to the Contract.

**ACCEPTED BY CONSTRUCTION
MANAGER:**

Greg Huston

Name of GC/CM Representative



Signature Name of GC/CM

July 27, 2016

DATE

 7.27.16

ATTEST

ACCEPTED BY OWNER:

P. Mike Taylor

Name of Owner's Representative



Signature Name of Owner

7/27/16

DATE



ATTEST



Briefing Paper
GUARANTEED MAXIMUM PRICE (GMP) AMENDMENT #2
NEXT LEVEL OF TREATMENT (NLT) GCCM CONTRACT
OPR 2015-0834

City of Spokane
July 25, 2016

From: P. Mike Taylor, Program Manager, NLT

RECOMMENDED ACTION:

1. Authorize the Mayor to sign AIA Document A133-2009 Exhibit A (GMP #1) in the amount of \$ 11,761,666 plus Sales Tax \$1,023,265 (totaling \$12,784,931) with MWH Constructors & Slayden Construction Group, a Joint Venture (MWH-Slayden JV) of Bellevue Washington for the following:
 - a. Early Pipe Equipment Package P-01
 - b. Early Valve Equipment Package P-02
 - c. Early Out Concrete Package S-01
2. Approving the City of Spokane Reserve of 5%, or \$639,247, for a total budget commitment this GMP Amendment # 2 of \$13,424,178.
3. Approving the attached Revised Baseline Integrated Schedule for the Next Level of Treatment (NLT)

BACKGROUND / SUMMARY INFORMATION

Following the Value Engineering and Constructability Review of Phase 1 of the NLT Program, it was determined to be in the City of Spokane and the region's best interests to spread the project by advancing those components which could be accelerated; and, deferring those components that were appropriate for later construction. This strategy benefited the NLT project by mitigating severe on-site congestion from multiple contracts in 2017 and 2018. It also mitigated the regional demand on local resources for concrete supply; apprentice candidates; and, contractor availability. Leveling the NLT packages should facilitate more competition; and, more competitive bidding.

The first Guaranteed Maximum Price (GMP) Amendment #1 is reflective of this strategy. Items 1 and 2 are large diameter pipe and large diameter valves and related equipment that have long lead times for delivery. Item 3 is work associated with Primary Clarifier 5 and the new Chemical Storage Building. The designs for these were sufficiently advanced to permit an Early Out Concrete Package. The major elements of this will be:

- a. Demolition of the abandoned Headworks
- b. Site work, Shoring and Piping
- c. Primary Clarifier 5 (PC5), cast-in-place concrete
- d. PC5 Solids Pump Station, cast-in-place concrete
- e. Chemical Storage Building Foundation and Floor Slabs, cast-in-place concrete

All of these components are within the NLT Program Scope as defined and agreed upon.

None of these schedule changes harms the city's ability to meet the regulatory requirements for implementation of NLT, and all are within the Baseline Integrated Schedule

All of these component costs are as anticipated in the NLT program budgets, to date.

This is the second AIA 133-2009 Exhibit A Amendment following Council's approval of MWH-Slayden JV's Base Services and Preconstruction Services Contract.

IMPACT

This will initiate the construction phase of NLT Phase 1.

FUNDING:

GMP Amendment # 2 SUMMARY		
Cost of Work Subcontracted		\$ 6,840,953
Cost of Work Self Performed		\$ 2,536,426
Sub Total for Cost of Work		\$ 9,377,379
plus Negotiated Support Services		\$ 301,298
plus Pro-rated Specified General Conditions		\$ 1,146,602
Subtotal to apply 3.65% GCCM Fee		\$ 10,825,279
GCCM Fee	3.65%	\$ 395,123
Subtotal with GCCM Fee		\$ 11,220,402
GCCM Contingency at 5% of COW	5.00%	\$ 541,264
Subtotal with GCCM Contingency		\$ 11,761,666
Washington State Sales Tax	8.70%	\$ 1,023,265
Total GMP Amendment # 2		\$ 12,784,931
Plus 5% Owner Reserve	5%	\$ 639,247
Total GMP Amendment #2 plus 5% Owner Reserve		\$ 13,424,178

Contact

P. Mike Taylor, PE
RPWRF NLT Program Manager
4401 N. Aubrey L. White Parkway
Spokane, WA 99205
509.625.6307

Spokane Riverside Park Water Reclamation Facility
Next Level of Treatment (NLT) Project

**Guaranteed Maximum Price Amendment No. 2 –
Early Concrete Package**

This Guaranteed Maximum Price (GMP) Amendment No. 02 Early Concrete Package is made pursuant to and is part of the *Standard Form of Agreement Between Owner and Construction Manager as Constructor* (Agreement) between City of Spokane (Owner) and MWH Constructors, Inc. & Slayden Construction Group, Inc., a Joint Venture (Construction Manager) for the Next Level of Treatment project at the Riverside Park Water Reclamation Facility.

RECITALS

A. In accordance with the Agreement, the Construction Manager is to provide to the Owner certain construction services on a guaranteed maximum price (GMP) basis with a separate scope of work, time for performance and price to be established for each GMP; and,

B. As contemplated by the parties, individual Components are to be governed and developed in accordance with the terms and conditions of the Agreement; and,

C. The purpose of this GMP Amendment is to establish the time for performance, price, and to provide the Owner's authorization to proceed with the scope of work for the Component identified herein.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. SCOPE OF WORK

The Scope of Work for this Amendment is identified in the attached Appendix A developed in accordance with the provisions of Section 2.2 of the Agreement.

2. COMPONENT GMP

The Owner shall compensate Construction Manager for the labor, materials and services for the scope of work under this Component in accordance with the terms and conditions of the Agreement. The Guaranteed Maximum Price for this Scope of Work is identified in the attached Appendix B (\$12,802,292) developed in accordance with the provisions of Section 2.2 of the Agreement.

3. SCHEDULE AND COMPLETION

The schedule for the Work is the attached Appendix C, and shall be in accordance with the anticipated date for Substantial Completion for the Work, and as may be changed or amended from time to time by the Parties. The parties shall use their best efforts to coordinate concurrent or conflicting GMP activities associated with this and other GMPs, ongoing operational obligations of the Owner, or other matters which might impact or otherwise interfere with the schedule for this GMP or the anticipated date for Substantial Completion of the Project.

In executing this GMP Amendment, the undersigned representatives on behalf of the Owner and the Construction Manager each individually represent that they have the necessary authority and approval to execute this GMP Amendment, and perform the Work described herein upon execution of the GMP Amendment.

Dated this the 8th day of August 2106.

CITY of SPOKANE

**MWH CONSTRUCTORS, INC & SLAYDEN
CONSTRUCTION GROUP, INC. A JOINT
VENTURE**

Name: _____

Title: _____

Date: _____

Name 

Title: President

Date: July 27, 2016

Appendices to be included with Task Order:

Appendix A - The Scope of Work

Appendix B - Guaranteed Maximum Price

Appendix C - Schedule and Completion

**APPENDIX A –
THE SCOPE of WORK**

This Scope of Work (SOW) describes the Work to be provided under GMP Amendment No. 1 – Early Concrete Package. The SOW is based on the “Early Concrete Package” specifications and drawings stamped April 2016. The SOW is comprised of General Contractor’s construction and other services as required by the Contract Documents, including services relating to procuring and furnishing supervision, labor, materials, tools, equipment, machinery, machinery, transportation, temporary utilities and facilities and other items required to construct the Early Concrete Package as further clarified below.

Task 1 – Subcontract Work Package S-01 – Early Concrete Package

Construction Manager shall complete the Scope of Work covered by subcontract work package S-01, including bid addenda Nos. 1 thru 5, included as **Attachment 1**.

Task 2 – Purchase Package P-01 – Early Piping

Construction Manager shall complete the Scope of Work covered by purchase package P-01, including bid addendum No.1, included as **Attachment 2**. This Work is subject to the “Commercial and Technical Exceptions” noted in Attachment 2.

Task 3 – Purchase Package P-02 – Early Valves

Construction Manager shall complete the Scope of Work covered by purchase package P-02, including bid addendum No.1, included as **Attachment 3**. This Work is subject to the “Commercial and Technical Exceptions” noted in Attachment 3.

Scope of Work Assumptions

This Scope of Work includes allowances as detailed in Appendix B – Guaranteed Maximum Price. These are items for which the design is not fully complete and/or the scope is expected to change. Costs in excess of the allowance amounts will be funded from the Owner’s Contingency fund. Costs below the allowance amounts will be returned to the Owner. Unused funds within any line item allowance may be utilized to fund shortcomings in other line item allowance(s).

Attachments to Appendix A

Scope of Work for Subcontract Work Package S-01 – Early Concrete Package,
Scope of Work for Purchase Package P-01 – Early Piping, and
Scope of Work for Purchase Package P-02 – Early Valves

----- End of Appendix A -----

**APPENDIX B –
GUARANTEED MAXIMUM PRICE**

Construction Manager's guaranteed maximum price (GMP) for this Amendment is **\$12,802,292** as detailed below:

Cost of Work	\$9,377,379
(Subcontracted) \$6,840,953	
(Self-Perform) \$2,536,426	
Negotiated Support Services	\$315,998
Specified General Conditions	<u>\$1,146,602</u>
Subtotal – Estimated Cost of Work (ECW) =	\$10,839,979
 GC/CM Fee (3.65% of ECW)	 <u>\$395,659</u>
	Subtotal = \$11,235,638
 GC/CM Contingency (5% of ECW)	 <u>\$541,999</u>
	Subtotal – Amendment No. 2 = \$11,777,637
 Washington State Sales Tax (8.7%)	 <u>\$1,024,654</u>
	 TOTAL – Authorized to Construction Manager = \$12,802,292

GMP Pricing Assumptions

The following assumptions are incorporated into this Guaranteed Maximum Price (GMP):

- 1 This GMP includes the allowances shown below. These are items for which the design is not fully complete and/or the scope is expected to change. Costs in excess of the allowance amounts will be funded from the Owner's Contingency fund. Costs below the allowance amounts will be returned to the Owner. Unused funds within any line item allowance may be utilized to fund shortcomings in other line item allowance(s).
 - a. Earthwork changes near Primary Clarifier No. 5 and the existing venturi meter vault - \$600,000
 - b. Modifications to permanent retaining wall at the Chemical Building - \$45,000
 - c. Discovery of additional ACM and/or lead at Abandoned Headworks facilities - \$15,000

- d. Modifications to planned installation of PCE (primary clarifier effluent) piping (ground freeze, shoring, etc.) - \$275,000
 - e. Modifications to planned connection of PCE piping to existing 54-inch stub at A-Box - \$115,000
 - f. Discovery of changed condition at abandoned grit chambers - \$20,000
 - g. Modifications to final grades to accommodate 48-inch gate valves - \$30,000
 - h. Purchase of handrail and stairs at Primary Solids Pump Station - \$35,000
 - i. Purchase of handrail at Primary Clarifier No. 5 - \$15,000
 - j. Construction of concrete box at existing grit chambers (around PI piping to PC No. 5) - \$12,000
 - k. Investigation activities in support of design for conversion of Device Net to Ethernet - \$20,000
 - l. Design Change Notice 3 – Modifications to mechanical at Chemical Storage Building - \$30,000
 - m. Construction of vector truck unloading station - \$36,000
 - n. Encounter of boulders at/near permanent retaining wall at Chemical Storage Building - \$35,000
 - o. S-01 to weld PRJ spigot end ring at PCE wall spool connection at PC No. 5 - \$3,500
 - p. S-01 flowable fill at flanged valve connections - \$5,000
 - q. S-01 flowable fill at A-Box connection - \$5,000
- 2 State of Washington sales tax has been added at a rate of 8.7%.
 - 3 This GMP excludes the cost of electricity and water (potable and non-potable) which are to be provided by the Owner at no cost to Construction Manager.
 - 4 This GMP excludes utility hook-up, meters and fees.
 - 5 This GMP excludes architectural and engineering services.
 - 6 This GMP excludes subcontractor bid document reproduction.
 - 7 This GMP excludes building permit fees.
 - 8 This GMP excludes testing laboratory and testing services.
 - 9 This GMP excludes project management consultant.
 - 10 This GMP excludes commissioning agent.
 - 11 This GMP excludes off-site parking and/or off-site transportation fees for craft workers.
 - 12 This GMP excludes all special inspections.
 - 13 This GMP excludes supply of construction trailers which are to be provided by the Owner at no cost to Construction Manager.

Attachments to Appendix B

Table B-1 – Negotiated Support Services

Table B-2 – Specified General Conditions

Table B-3 – Cost of Work

----- End of Appendix B -----

Table B1
Negotiated Support Services

Line No.	Item Description	Units	# Units	Unit Price	Total	Cost Matrix Reference	Notes
1	Commissioning and Startup Manager					25	Included in Negotiated Self Perform
2	Quality Control Manager During Construction					27	Included in Negotiated Self Perform
3	Builders Risk	Lsum	1	\$83,200	\$83,200	38	0.65% of \$12.8M
4	Maintaining and updating BIM models during construction					44	Included in Negotiated Self Perform
5	Project Signs	Lsum	1	\$8,000	\$8,000	52	
6	Primary Survey and Control					57	Included in Negotiated Self Perform
7	Construction office and facilities	Lsum	1	\$43,940	\$43,940	58	Full size plotter; copier/printer/scanner - 11x17, color; mwh server, mwh wireless network, trailer remodel, furniture allowance \$250/Month for Plotter \$210/Month for copier \$30K Inet, \$7.5K improvements
8	Equipment and Supplies Not Incorporated Into the Work	Months	14	\$1,200	\$16,800	60	consumables
9	Refuse collection, clean-up, removal and disposal from site	Months	14	\$1,200	\$16,800	61	Priced per City of Spokane handout
10	Dust Control			\$0	\$0	62	Included in Negotiated Self Perform
11	Street Cleaning (Up above)			\$0	\$0	63	Included in Negotiated Self Perform
12	Power and Water During Construction	Lsum	1	\$15,000	\$15,000	64	Temporary power to both work areas.
13	Temp. fences and barricades	Lsum	1	\$30,000	\$30,000	66	
14	Temp. sanitation	Months	14	\$250	\$3,500	67	
15	Site security including lighting	Months	14	\$300	\$4,200	68	Two web cameras
16	Flaggers and traffic control			\$0	\$0	69	
17	Erosion Control	Lsum	1	\$55,000	\$55,000	70	Inspection and repairs
18	Cranes and hoisting			\$0	\$0	71	Included in Negotiated Self Perform
19	Scaffolds and shoring			\$0	\$0	72	
20	Elevator Operations					73	
21	Weather protection	Each	4	\$1,200	\$4,800	74	Snow and Ice Removal
22	Temp. site conditions and modifications	Lsum	1	\$20,000	\$20,000	75	Includes costs for "site conditions survey" (i.e. video taping existing conditions)
23	Selective demolition			\$0	\$0	76	
24	Mock ups			\$0	\$0	77	
25	Temp. fire protection			\$0	\$0	78	
26	Temp. heat, power and water			\$0	\$0	79	
27	Final cleaning	Lsum	1	\$5,000	\$5,000	80	
28	Washington Non-Residential Energy Code Review	Lsum	1	\$2,000	\$2,000		Energy Control, Inc.
29	ACM/Lead Testing	Lsum	1	\$3,043	\$3,043		Mountain Consulting Services
30	Erosion Control Plan (to COS Bldg Department)	Lsum	1	\$2,715	\$2,715		Budinger
31	Building Permit Application (plan reproduction)	Lsum	1	\$2,000	\$2,000		
					\$315,998		

NOTES:

1. Phase 1 Early Concrete Package scheduled from 9/1/16 thru 10/31/17 (i.e. 14 months/58 weeks).

Table B2
Specified General Conditions

Line #	Item Description	Units	# Units	Unit Price	Total
1	Project Manager	Weeks	58	\$5,915	\$343,070
2	Superintendent	Weeks	58	\$3,904	\$226,432
3	Senior Project Engineer	Weeks	58	\$3,370	\$195,460
4	Project Engineer	Weeks	58	\$2,860	\$165,880
5	Project Administrator	Weeks	58	\$1,225	\$71,050
6	Other Specified General Conditions	Weeks	58	\$2,495	\$144,710
					\$1,146,602

NOTES:

1. Phase 1 Early Concrete Package scheduled from 9/1/16 thru 10/31/17 (14 months/58 weeks).

Table B3
Cost of Work

Item #	Item Description	Year	Units	# Units	Unit Price	2016 Total	Year	Units	# Units	Unit Price	2017 Total	Grand Total	Notes
1	Equipment Package P-01 - Early Pipe	N/A	Lsum	1	\$357,936	\$357,936						\$357,936	Ferguson
2	Equipment Package P-02 - Early Valves	N/A	Lsum	1	\$178,017	\$178,017						\$178,017	Ferguson
3	Work Package S-01 - Early Concrete Package	N/A	Lsum	1	\$5,008,500	\$5,008,500						\$5,008,500	Cleanwater
4	Allowance - COS requested earthwork changes (2) near PC No 5.		Lsum	1	\$600,000	\$600,000						\$600,000	
5	Allowance - Design modifications to permanent retaining wall at Chemical Storage Building		Lsum	1	\$45,000	\$45,000						\$45,000	
6	Allowance - Discovery and remediation of additional ACM and/or Lead at Abandoned Headworks Facilities		Lsum	1	\$15,000	\$15,000						\$15,000	
7	Allowance - Design modifications to installation of PCE piping (ground freeze shoring, etc.)		Lsum	1	\$275,000	\$275,000						\$275,000	
8	Allowance - Modifications to planned connection of PCE piping to 54-inch stub at A-Box		Lsum	1	\$115,000	\$115,000						\$115,000	
9	Allowance - Discovery of changed condition at abandoned grit chambers (i.e. abandoned facilities still connected to 84-inch PI piping)		Lsum	1	\$20,000	\$20,000						\$20,000	
10	Allowance - Adjustments to planned final grades to accommodate 48-inch gate valves.		Lsum	1	\$30,000	\$30,000						\$30,000	
11	Allowance - Purchase of handrail and stairs at Primary Solids Pump Station		Lsum	1	\$35,000	\$35,000						\$35,000	
12	Allowance - Purchase of handrail at Primary Clarifier No. 5		Lsum	1	\$15,000	\$15,000						\$15,000	
13	Allowance - Construction concrete box at grit chamber (around PI piping to PC No. 5)		Lsum	1	\$12,000	\$12,000						\$12,000	
14	Allowance - Investigation in support of design to convert from Device Net to Ethernet		Lsum	1	\$20,000	\$20,000						\$20,000	
15	Allowance - CH2M DCN No. 3 (modifications to piping at Chemical Building)		Lsum	1	\$30,000	\$30,000						\$30,000	
16	Allowance - Construction of Vector Truck unloading station		Lsum	1	\$35,000	\$35,000						\$35,000	

**APPENDIX C –
SCHEDULE and COMPLETION**

A copy of the Integrated Master Schedule (Baseline, June 2016) is attached. Milestone dates for this GMP Amendment shall be as follows:

- Notice to Proceed from Owner – no later than August 9, 2016
- Begin Field Work – September 14, 2016
- Substantial Completion* – September 18, 2017
- Final Completion – October 31, 2017

*For purposes of this GMP Amendment, substantial completion shall be defined as completion of:

- The cast-in-place concrete work at Primary Solids Pump Station,
- The cast-in-place concrete work at Primary Clarifier No. 5
- Successful completion of the water testing at Primary Clarifier No. 5
- The cast-in-place concrete work at the Chemical Storage Building.
- Development, but not completion, of the Owner's punch list.

Schedule Assumptions

Specific assumptions incorporated into this schedule include:

- Construction Manager shall be given a Notice to Proceed from the Owner no later than August 9, 2016.
- The Owner building permit(s) can be secured without delay(s) to the project schedule.

Attachments to Appendix C

Integrated Master Schedule (Baseline, June 2016)

----- End of Appendix C -----



Agenda Sheet for City Council Meeting of:
08/08/2016

Date Rec'd	7/27/2016
Clerk's File #	OPR 2015-0834
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	BT

Submitting Dept	INTEGRATED CAPITAL MANAGEMENT
Contact Name/Phone	P. MIKE TAYLOR X 6307
Contact E-Mail	PMTAYLOR@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4250 - AMENDMENT 3 FOR NEXT LEVEL OF TREATMENT CONSTRUCTION SERVICES

Agenda Wording

Guaranteed Maximum Price Amendment for Purchase of Membrane System for NLT Phase 2 tertiary treatment facility.

Summary (Background)

This scope of work includes the purchase of and preliminary system design services associated with the pressure membrane system. Contract increase of \$24,069,993 and an administrative reserve allocation of 5%.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 24,069,993	#	4340-43387-94000-56501-14322
Expense	\$ 1,203,500	#	4340-43387-94000-56501-14322
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DAVIS, MARCIA	<u>Study Session</u>	7/25/16
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	lmoon@spokanecity.org	
<u>For the Mayor</u>	WHITNEY, TYLER		
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Briefing Paper
**GUARANTEED MAXIMUM PRICE (GMP) AMENDMENT #3
WITH MWH-SLAYDEN JV
NEXT LEVEL OF TREATMENT (NLT) GCCM CONTRACT
OPR 2015-0834**
City of Spokane
July 25, 2016

From: P. Mike Taylor, Program Manager, NLT

BACKGROUND / SUMMARY INFORMATION

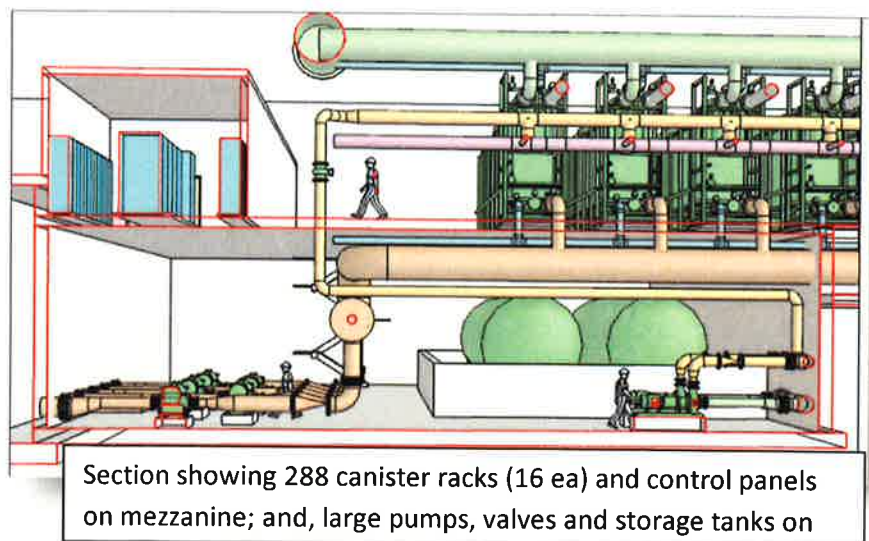
The City approved the side by side pilot testing of Pall Corporation's Aria Membrane system versus GE's Zenon 500 system. This pilot has been conducted from October of 2014 to June of 2016. Both systems successfully removed phosphates to predictably meet regulatory requirements. Both vendors submitted a priced proposal covering system components; their design, commissioning and support services, thereafter. The qualifications-based proposals were evaluated by a comprehensive selection committee consisting of senior City of Spokane technical and operational staff; GCCM experience facilities staff; and CH2M's design and technical experts.

Qualifications included life cycle and balance of plant cost; strength and reputation of the vendor and their identified key staff; ease of operation and safety; and the system's suitability for future extensions, expansions or conversions to emerging technologies. Data from the pilot testing was used to determine life cycle costs for each for use of chemicals, power, and servicing labor. Using those criteria, Pall Corporation's submittal and system was selected.

MWH-Slayden JV was instructed to finalize negotiations on Terms and Conditions with Pall Corporation (Attached). Staff recommends that the City of Spokane's best interests are represented in this purchase agreement; and that it assigns risk and benefit appropriately to all participants.

IMPACT

This GMP Amendment #3 authorizes MWH-Slayden JV to purchase the preferred system. The system consists of sixteen racks. Each valve rack will have 282 membrane modules. The system also includes pumps, blowers, valves, solenoids, control panels and related software and programming. This can accelerate Phase 2 of the NLT by up to one month. The earlier the vendor has surety of purchase, the earlier they can begin final design and ordering of their long lead and high volume parts and components. Thereafter, CH2M can accelerate merging Pall's final design with the Balance of Plant design and specifications.



FUNDING:

GMP Amendment #3 SUMMARY		
Cost of Work Subcontracted		\$ 19,708,525
Cost of Work Self Performed		\$ 509,812
Sub Total for Cost of Work		\$ 20,218,337
plus Negotiated Support Services		\$ 162,250
plus Pro-rated Specified General Conditions		\$ 0
Subtotal to apply 3.65% GCCM Fee		\$ 20,380,587
GCCM Fee	3.65%	\$ 743,891
Subtotal with GCCM Fee		\$ 21,124,478
GCCM Contingency at 5% of COW	5%	\$ 1,019,029
Subtotal with GCCM Contingency		\$ 22,143,508
Washington State Sales Tax	8.70%	\$ 1,926,485
Total GMP Amendment # 3		\$ 24,069,993
Plus 5% Owner Reserve	5%	\$ 1,203,500
Total GMP Amendment #3 plus 5% Owner Reserve		\$ 25,273,493

RECOMMENDED ACTION:

1. Approve AIA Document A133-2009 Exhibit A (GMP #3) in the amount of \$ 22,143,508 plus Sales Tax of \$1,926,485 (totaling \$24,069,993) for MWH Constructors & Slayden Construction Group, a Joint Venture (MWH-Slayden JV) of Bellevue Washington to purchase a 50 million gallon per day Aria Membrane System from Pall Corporation as the selected system for Spokane's Riverside Park Wastewater Reclamation Facility's (RPWRF) Next Level of Treatment (NLT) filtration system.
2. Approving the City of Spokane Reserve of 5%, or \$1,203,500, for a total budget commitment this GMP Amendment #3 of \$25,273,493.

Contact

P. Mike Taylor, PE
 RPWRF NLT Program Manager
 4401 N. Aubrey L. White Parkway
 Spokane, WA 99205
 509.625.6307

**AIA®****Document G701™ – 2001****Change Order****PROJECT** *(Name and address):*City of Spokane - Riverside Park WTF
Next Level Treatment**CHANGE ORDER NUMBER:** 003**DATE:** July 25, 2016**OWNER:** ☒**ARCHITECT:** ☐**CONTRACTOR:** ☐**FIELD:** ☐**OTHER:** ☐**TO CONTRACTOR** *(Name and address):*MWH Constructor + Slayden
Construction Group, JV
2353 130th Ave. NE., Suite 200
Bellevue, WA 98007-1759**ARCHITECT'S PROJECT NUMBER:****CONTRACT DATE:** November 30, 2015**CONTRACT FOR:** Construction Services**THE CONTRACT IS CHANGED AS FOLLOWS:***(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

The following changes are made to the GC/CM Construction Contract and for Additional Negotiated Support Services:

GMP # CCP Description

GMP 03 Membrane Procurement Package

Washington State Sales Tax

Final Cost(W/WSST)

\$22,143,508.00

\$ 1,926,485.00

The original Contract Sum was

\$ 1,972,316.00

The net change by previously authorized Change Orders

\$ 13,427,447.00

The Contract Sum prior to this Change Order was

\$ 15,399,763.00

The Contract Sum will be increased by this Change Order in the amount of

\$ 24,069,993.00

The new Contract Sum including this Change Order will be

\$ 39,469,756.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is 11/24/2020

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

N/A

MWH Constructors + Slayden
Construction Group, JV

City of Spokane

ARCHITECT *(Firm name)***CONTRACTOR** *(Firm name)***OWNER** *(Firm name)*

N/A

2353 130th Ave. NE., Suite 200
Bellevue, WA 98007-1759808 W. Spokane Falls Blvd., Spokane, WA
99201**ADDRESS****ADDRESS****ADDRESS****BY** *(Signature)***BY** *(Signature)***BY** *(Signature)*

N/A

Greg Huston, President

David A. Condon, Mayor

*(Typed name)**(Typed name)**(Typed name)*

N/A

July 27, 2016

DATE**DATE****DATE**

CITY OF SPOKANE
Wastewater Department
RPWRF NEXT LEVEL TREATMENT PROJECT
GCCM SERVICES

**AMENDMENT #3 TO THE AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER**

Pursuant to Section 2.3.1 of the AIA G701-2001 Agreement, dated July 25, 2016, between the City of Spokane (Owner) and MWH Constructors, Inc. & Slayden Construction Group, Inc., JV (Construction Manager), for the RPWRF Next Level Treatment Facility (the Project), the Owner and the Construction Manager establish a Price and Contract time for the (insert name of bid package here) as set forth below.

ARTICLE I: PRICE

The price of the work is in the amount of twenty-four million sixty-nine thousand nine hundred ninety-three dollars (\$24,069,993). See attached EXHIBIT A breakdown for development of Price:

EXHIBIT A1 Itemized Statement of Price. (AIA Document G701-2001 dated July 25, 2016)

GMP Amendment #003-dated July 25, 2016: Membrane Purchase Package	\$22,143,508.00
Washington State Sales Tax	\$1,926,485.00

ARTICLE II: CONTRACT TIME

The contract time has added no new time since Amendment #2.

ARTICLE III: GUARANTEED MAXIMUM PRICE AND OTHER PROVISIONS

The Price and Price Components for the work established above, the scope of this work and the Contract Time for this work shall be incorporated into the GMP Agreement and executed in a subsequent Amendment to the Contract.

**ACCEPTED BY CONSTRUCTION
MANAGER:**

Greg Huston

Name of GC/CM Representative



Signature Name of GC/CM

July 27, 2016

DATE

 7/27/16

ATTEST

ACCEPTED BY OWNER:

P. Mike Taylor

Name of Owner's Representative



Signature Name of Owner

7/27/16

DATE



ATTEST



Briefing Paper
**GUARANTEED MAXIMUM PRICE (GMP) AMENDMENT #3
NEXT LEVEL OF TREATMENT (NLT) GCCM CONTRACT
OPR 2015-0834**

City of Spokane
July 25, 2016

From: P. Mike Taylor, Program Manager, NLT

RECOMMENDED ACTION:

1. Authorize the Mayor to sign AIA Document A133-2009 Exhibit A (GMP #3) in the amount of \$ 22,143,508 plus Sales Tax of \$1,926,485 (totaling \$24,069,993) for MWH Constructors & Slayden Construction Group, a Joint Venture (MWH-Slayden JV) of Bellevue Washington to purchase a 50 million gallon per day Aria Membrane System from Pall Corporation as the selected system for Spokane's Riverside Park Wastewater Reclamation Facility's (RPWRF) Next Level of Treatment (NLT) filtration system.
2. Approving the City of Spokane Reserve of 5%, or \$1,203,500, for a total budget commitment this GMP Amendment #3 of \$25,273,493.
3. This commits MWH-Slayden JV to deliver the specified membrane system for a Guaranteed Maximum Price of \$ 24,069,993.

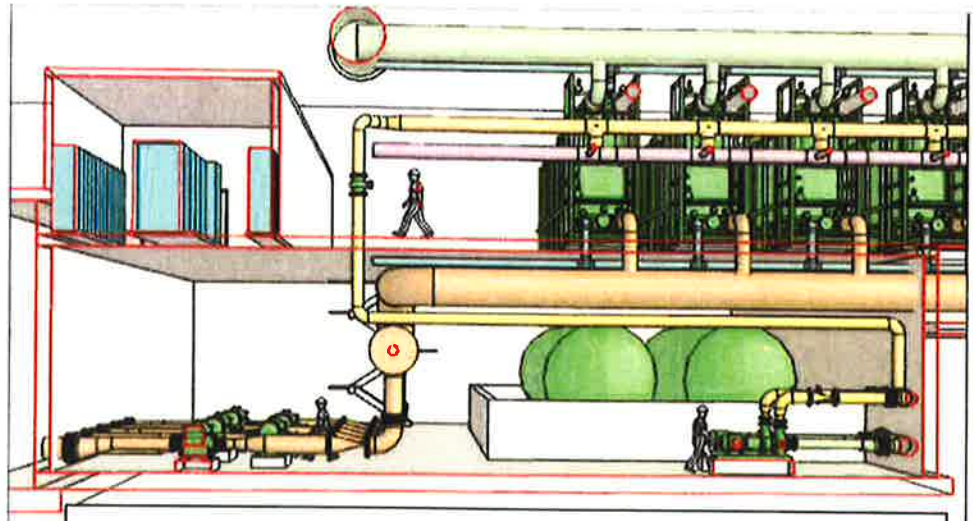
BACKGROUND / SUMMARY INFORMATION

The city approved the Side by Side pilot testing of Pall Corporation's Aria Membrane system versus GE's Zenon 500 system. This pilot has been conducted from October of 2014 to June of 2016. Both systems successfully removed phosphates to predictably meet regulatory requirements. Both vendors submitted a priced proposal covering system components; their design, commissioning and, support services, thereafter. The qualifications-based proposals were evaluated by a comprehensive selection committee consisting of senior City of Spokane technical and operational staff; GCCM experience facilities staff; and, CH2M's design and technical experts. . Qualifications included life cycle and Balance of Plant cost; strength and reputation of the vendor and their identified key staff; ease of operation and safety; and, the system's suitability for future extensions, expansions or conversions to emerging technologies. Data from the pilot testing was used to determine life cycle costs for each for use of chemicals, power, and servicing labor. Using those criteria, out of a possible 100 points, Pall Corporation's submittal and system rated 76 versus GE's, rated at 58 points.

Each vendor submitted a sealed second envelope with the priced system cost. Since the preferred system's quote was well within the anticipated budget, MWH-JV was instructed to finalize negotiations on Terms and Conditions and endeavor to gain Pall Corporation's signed commitment (Attached). This clarification of Terms and Conditions was facilitated by a 2 day workshop conducted by largely the same participants as the selection committee. Staff recommends that the City of Spokane's best interests are represented in this purchase agreement; and, that it assigns risk and benefit appropriately to all participants.

IMPACT

This GMP Amendment #3 authorizes MWH-Slayden JV to purchase the preferred system. The system consists of sixteen racks. Each valve rack will have 282 membrane modules. The system also includes pumps, blowers, valves, solenoids, control panels and related software and programming. This can accelerate Phase 2 of the NLT by up to one month. The earlier the vendor has surety of purchase, the earlier they can begin final design and ordering of their long lead and high volume parts and components. Thereafter, CH2M can accelerate merging Pall's final design with the Balance of Plant design and specifications.



Section showing 288 canister racks (16 ea) and control panels on mezzanine; and, large pumps, valves and storage tanks on lower level.

FUNDING:

GMP Amendment #3 SUMMARY		
Cost of Work Subcontracted		\$ 19,708,525
Cost of Work Self Performed		\$ 509,812
Sub Total for Cost of Work		\$ 20,218,337
plus Negotiated Support Services		\$ 162,250
plus Pro-rated Specified General Conditions		\$ 0
Subtotal to apply 3.65% GCCM Fee		\$ 20,380,587
GCCM Fee	3.65%	\$ 743,891
Subtotal with GCCM Fee		\$ 21,124,478
GCCM Contingency at 5% of COW	5.00%	\$ 1,019,029
Subtotal with GCCM Contingency		\$ 22,143,508
Washington State Sales Tax	8.70%	\$ 1,926,485
Total GMP Amendment # 3		\$ 24,069,993
Plus 5% Owner Reserve	5%	\$ 1,203,500
Total GMP Amendment #3 plus 5% Owner Reserve		\$ 25,273,493

Contact

P. Mike Taylor, PE
RPWRF NLT Program Manager
4401 N. Aubrey L. White Parkway
Spokane, WA 99205
509.625.6307

**Spokane Riverside Park Water Reclamation Facility
Next Level of Treatment (NLT) Project**

**Guaranteed Maximum Price Amendment No. 3 –
Membrane Filtration System**

This Guaranteed Maximum Price (GMP) Amendment No. 3 Membrane Filtration System is made pursuant to and is part of the *Standard Form of Agreement Between Owner and Construction Manager as Constructor* (Agreement) the City of Spokane (Owner) and MWH Constructors, Inc. & Slayden Construction Group, Inc., a Joint Venture (Construction Manager) for the Next Level of Treatment project at the Riverside Park Water Reclamation Facility.

RECITALS

A. In accordance with the Agreement, the Construction Manager is to provide to the Owner certain construction services on a guaranteed maximum price (GMP) basis with a separate scope of work, time for performance and price to be established for each Component; and,

B. As contemplated by the parties, individual Components are to be governed and developed in accordance with the terms and conditions of the Agreement; and,

C. The purpose of this GMP Amendment is to establish the time for performance, price, and to provide Owner's authorization to proceed with the scope of work for the Component identified herein.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. SCOPE OF WORK

The Scope of Work for this Amendment is identified in the attached Appendix A developed in accordance with the provisions of Section 2.2 of the Agreement.

2. COMPONENT GMP

Owner shall compensate Construction Manager for the labor, materials and services for the scope of work under this Component in accordance with the terms and conditions of the Agreement. The Guaranteed Maximum Price for this Scope of Work is identified in the attached Appendix B (\$24,069,993) developed in accordance with the provisions of Section 2.2 of the Agreement.

3. SCHEDULE AND COMPLETION

The schedule for the Work is the attached Appendix C, and shall be in accordance with the anticipated date for Substantial Completion for the Work, and as may be changed or amended from time to time by the Parties. The parties shall use their best efforts to coordinate concurrent or conflicting GMP activities associated with this and other GMPs, ongoing operational obligations of Owner, or other matters which might impact or otherwise interfere with the schedule for this GMP or the anticipated date for Substantial Completion of the Project.

In executing this GMP Amendment, the undersigned representatives on behalf of the Owner and the Construction Manager each individually represent that they have the necessary authority and approval to execute this GMP Amendment, and perform the Work described herein upon execution of the GMP Amendment.

Dated this the 8th day of August 2016.

CITY of SPOKANE

**MWH CONSTRUCTORS, INC. &
SLAYDEN CONSTRUCTION GROUP, INC.
A JOINT VENTURE**

Name: 

Title: President

Date: July 27, 2016

Name: _____

Title: _____

Date: _____

Appendices to be included with Task Order:

Appendix A - The Scope of Work

Appendix B - Guaranteed Maximum Price ("GMP")

Appendix C - Schedule and Completion

APPENDIX A – THE SCOPE of WORK

This Scope of Work (SOW) describes the Work to be provided under GMP Amendment No. 3 – Membrane Filtration System. The SOW generally consists of supply of the membrane filtration system as further clarified below.

Task 1 – Purchase Package P-03 – Membrane Filtration System

Construction Manager shall complete the Scope of Work covered by the Membrane Filtration System Request for Proposal dated May 9, 2016, including bid addendum No.1 and No. 2, included as **Attachment 1**. This Work is subject to the “Commercial and Technical Exceptions” noted in Attachment 1.

Scope of Work Assumptions

- This Scope of Work includes supply of the membrane filtration system as detailed in Attachment 1.
- This Scope of Work specifically excludes all receipt, offloading, storage, protection, or installation of the membrane filtration system.
- The agreement with the membrane system supplier shall be assigned from Construction Manager to the Owner upon successful completion of the Phase 2 Initial Performance Testing.
- This Scope of Work includes allowances as detailed in Appendix B – Guaranteed Maximum Price. These are items for which the design is not fully complete and/or the scope is expected to change. Costs in excess of the allowance amounts will be funded from the Owner’s Contingency fund. Costs below the allowance amounts will be returned to the Owner. Unused funds within any line item allowance may be utilized to fund shortcomings in other line item allowance(s).

Attachments to Appendix A

Membrane Filtration System Request for Proposal dated May 9, 2016 including Addendum Numbers 1 and 2

----- End of Appendix A -----

**APPENDIX B –
GUARANTEED MAXIMUM PRICE**

Construction Manager's guaranteed maximum price (GMP) for this task order is **\$24,069,993** as detailed below:

Cost of Work	\$20,218,337
(Subcontracted) \$19,708,525	
(Self-Perform) \$509,812	
Negotiated Support Services	\$162,250
Specified General Conditions	<u>\$0</u>
Subtotal – Estimated Cost of Work (ECW) =	\$20,380,587
 GC/CM Fee (3.65% of ECW)	 <u>\$743,891</u>
Subtotal =	\$21,124,478
 GC/CM Contingency (5% of ECW)	 <u>\$1,019,029</u>
Subtotal – Amendment No. 3 =	\$22,143,508
 Washington State Sales Tax (8.7%)	 <u>\$1,926,485</u>
TOTAL – Authorized to Construction Manager=	\$24,069,993

GMP Pricing Assumptions

The following assumptions are incorporated into this Guaranteed Maximum Price (GMP):

- 1 This GMP includes the allowances shown below. These are items for which the design is not fully complete and/or the scope is expected to change. Costs in excess of the allowance amounts will be funded from the Owner's Contingency fund. Costs below the allowance amounts will be returned to the Owner. Unused funds within any line item allowance may be utilized to fund shortcomings in other line item allowance(s).
 - a. Modifications to the Pall scope of work - \$192,900
 - b. Compliance with Specification 01 78 24 (Electronic O&M Data and Document Collection) - \$192,900
 - c. Demolition of the existing pilot study buildings (in the area of the future membrane filtration system) - \$95,732
- 2 State of Washington sales tax has been added at a rate of 8.7%.

- 3 This Scope of Work includes supply of the membrane filtration system.
- 4 This Scope of Work includes engineering and design services provided by the membrane system supplier (and not by the Construction Manager).
- 5 This Scope of Work includes installation support, commissioning assistance and training services provided by the membrane system supplier (and not by the Construction Manager).
- 6 This Scope of Work includes performance testing services provided by the membrane system supplier (and not by the Construction Manager).
- 7 This Scope of Work excludes all receipt, offloading, storage, protection and installation of the membrane filtration system. These services will be priced and provided by Construction Manager under a separate and later GMP Amendment.
- 8 This Scope of Work excludes all commissioning services except those provided by the membrane system supplier (in item 5 above). Commissioning services by Construction Manager will be priced and provided by Construction Manager under a separate and later GMP Amendment.
- 9 This Scope of Work excludes all training services except those provided by the membrane system supplier (in item 5 above). Training services by Construction Manager will be priced and provided by Construction Manager under a separate and later GMP Amendment.
- 10 This Scope of Work excludes all performance testing services except those provided by the membrane system supplier (in item 6 above). Performance testing services by Construction Manager will be priced and provided by Construction Manager under a separate and later GMP Amendment.
- 11 This GMP excludes architectural and engineering services.
- 12 This GMP excludes subcontractor bid document reproduction.
- 13 This GMP excludes project management consultant.

Attachments to Appendix B

Table B-1 – Negotiated Support Services
Table B-2 – Specified General Conditions
Table B-3 – Cost of Work

----- End of Appendix B -----

Table B1
Negotiated Support Services

Line No.	Item Description	Units	# Units	Unit Price	Total	Cost Matrix Reference	Notes
1	Commissioning and Startup Manager					25	Included in Negotiated Self Perform
2	Quality Control Manager During Construction					27	Included in Negotiated Self Perform
3	Builders Risk	Lsum	1	\$159,250	\$159,250	38	0.85% of \$24.5M
4	Maintaining and updating BIM models during construction					44	Included in Negotiated Self Perform
5	Project Signs	Lsum				52	
6	Primary Survey and Control					57	
7	Construction office and facilities	Lsum				58	
8	Equipment and Supplies Not Incorporated Into the Work	Lsum	1	\$3,000	\$3,000	60	reproduction costs, postage costs associated with submittals, consumables
9	Refuse collection, clean-up, removal and disposal from site	Months				61	
10	Dust Control	Months				62	
11	Street Cleaning (Up above)	Months				63	
12	Power and Water During Construction	Lsum				64	
13	Temp. fences and barricades	Lsum				66	
14	Temp. sanitation	Months				67	
15	Site security including lighting	Months				68	
16	Flaggers and traffic control					69	
17	Erosion Control	Lsum				70	
18	Cranes and hoisting					71	
19	Scaffolds and shoring					72	
20	Elevator Operations					73	
21	Weather protection	Each				74	
22	Temp. site conditions and modifications	Lsum				75	
23	Selective demolition					76	
24	Mock ups					77	
25	Temp. fire protection					78	
26	Temp. heat, power and water					79	
27	Final cleaning	Lsum				80	

\$162,250

NOTES:

Table B2
Specified General Conditions

Line #	Item Description	Units	# Units	Unit Price	Total
1	Project Manager	Weeks			\$0
2	Superintendent	Weeks			\$0
3	Senior Project Engineer	Weeks			\$0
4	Project Engineer	Weeks			\$0
5	Project Administrator	Weeks			\$0
6	Other Specified General Conditions	Weeks			\$0
					\$0

NOTES:

1. Specified General Conditions for this GMP covered under GMP No. 1 - Early Concrete Package.

Table B3

NOTES:

**APPENDIX C –
SCHEDULE and COMPLETION**

A copy of the Integrated Master Schedule (Baseline, June 2016) is attached. Milestone dates for this GMP Amendment shall be as follows:

- Notice to Proceed from Owner – no later than August 9, 2016
- Deliver 45-day Submittal – October 28, 2016
- Deliver 90-day Submittal – December 14, 2016
- *Successful Completion of Phase II Initial Performance Test – October 26, 2020

*For purposes of this GMP Amendment, substantial completion shall be defined as:

- Successful completion of the Phase II Initial Performance Testing, and
- Development, but not completion, of the Owner's punch list.

Schedule Assumptions

Specific assumptions incorporated into this schedule include:

- Construction Manager shall be given a Notice to Proceed from the Owner no later than August 9, 2016.

Attachments to Appendix C

Integrated Master Schedule (Baseline, June 2016)

----- End of Appendix C -----



Agenda Sheet for City Council Meeting of:
08/08/2016

Date Rec'd	7/22/2016
Clerk's File #	RES 2016-0065
Renews #	

Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ELDON BROWN 625-6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	4700 - RESOLUTION FOR VACATION IN CASCADE PARK ADDITION		

Agenda Wording

Resolution setting the hearing before City Council for September 12, 2016 for the vacation of those portions of Oakland Boulevard, Columbia Avenue, and the alley in Block 10, all in the plat of Cascade Park Addition and east of Cedar Road, except

Summary (Background)

A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	BECKER, KRIS	Study Session	
Division Director	MALLAHAN, JONATHAN	Other	PED 7/18/16
Finance	DAVIS, LEONARD	Distribution List	
Legal	RICHMAN, JAMES	Engineering Admin	
For the Mayor	WHITNEY, TYLER	edjohnson@spokanecity.org	
Additional Approvals		sbishop@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		ebrown@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

for the west 50 feet, as requested by Gary & Anna Chantry. (Latah/Hangman Valley Neighborhood Council)

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

RESOLUTION 2016-0065

WHEREAS, on December 12, 2015, the Spokane City Council received a petition for the vacation of that portion of the right-of-way of Oakland Boulevard between the east right-of-way line of Cedar Road and the east line of Block 9 of the plat of Cascade Park Addition, except for the west 50 feet; together with that portion of the alley, in Block 10 of the Plat of Cascade Park Addition, from the east line of Cedar Road to the east line of Block 10 of the said plat, except for the west 50 feet; together with that portion of the right-of-way of Columbia Avenue between the east right-of-way line of Cedar Road and the east line of Block 10 of the plat of Cascade Park Addition, except the west 50 feet, located in the Northeast Quarter of Section 01, Township 24 North, Range 42 East Willamette Meridian, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting that portion of the right-of-way of Oakland Boulevard between the east right-of-way line of Cedar Road and the east line of Block 9 of the plat of Cascade Park Addition, except for the west 50 feet; together with that portion of the alley, in Block 10 of the Plat of Cascade Park Addition, from the east line of Cedar Road to the east line of Block 10 of the said plat, except for the west 50 feet; together with that portion of the right-of-way of Columbia Avenue between the east right-of-way line of Cedar Road and the east line of Block 10 of the plat of Cascade Park Addition, except the west 50 feet, located in the Northeast Quarter of Section 01, Township 24 North, Range 42 East Willamette Meridian, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate Oakland Blvd, Columbia Ave, and the alley in Block 10, all in the plat of Cascade Park Addition, east of Cedar Road, except the west 50 feet, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **September 12, 2016**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

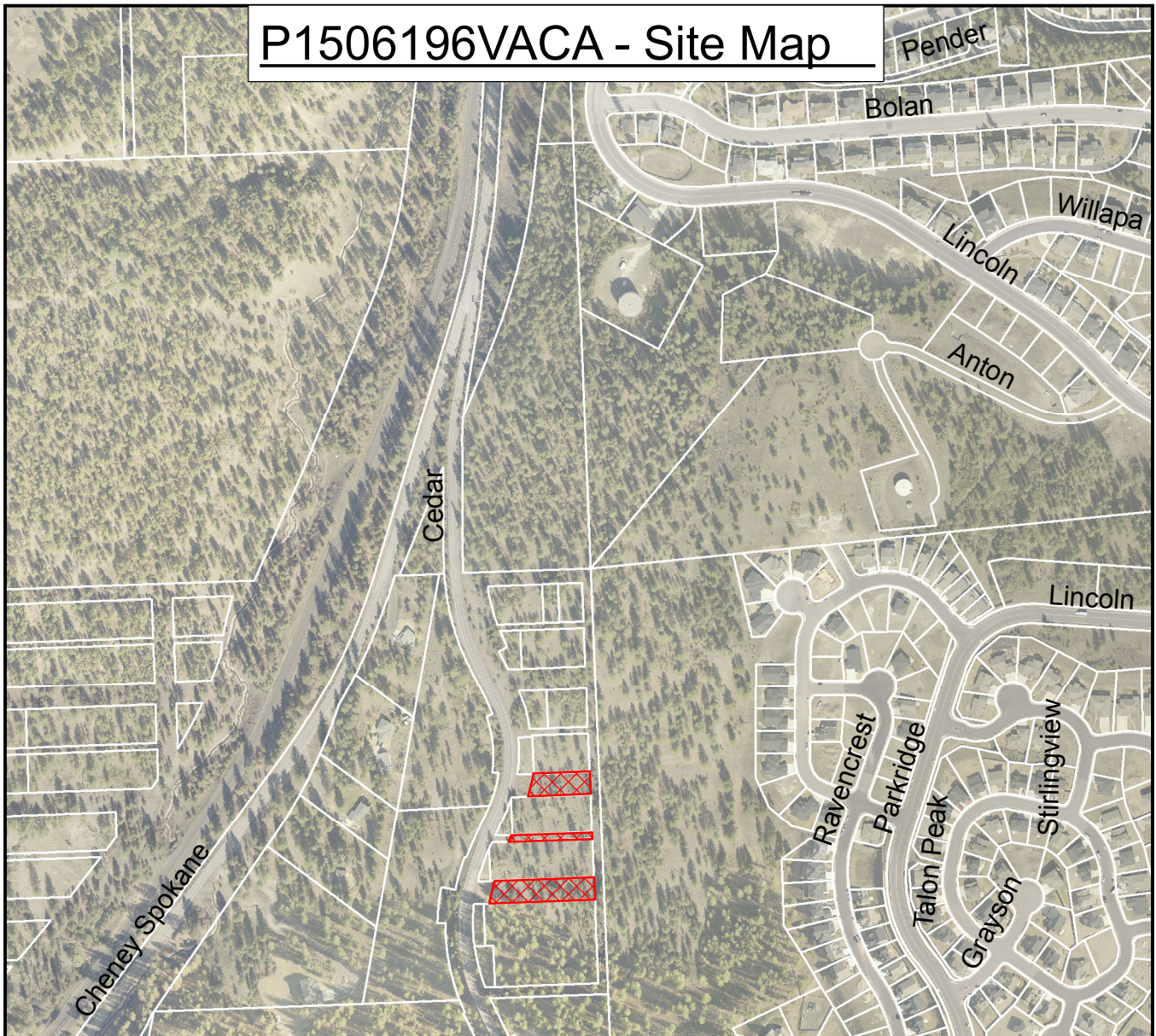
ADOPTED by the Spokane City Council, this _____ day of _____, 2016.

City Clerk

Approved as to form:

Assistant City Attorney

P1506196VACA - Site Map



Right of Way Description:

That portion of the undeveloped right-of-way of Oakland Blvd between the east right-of-way line of Cedar Rd and the east line of Block 9 of the plat of Cascade Park Addition except for the west 50 feet, and;

That portion of the alley, that is in Block 10 of the Plat of Cascade Park Addition, from the east line of Cedar Rd to the east line of Block 10 of said plat, except for the west 50 feet, and;

That portion of the undeveloped right-of-way of Columbia Ave between the east right-of-way line of Cedar Rd. and the east line of Block 10 of the plat of Cascade Park Addition, except the west 50 feet.

Disclaimer: This is not a legal document: The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc.
Not suitable for design purposes.

290 145 0 290 580
Feet



 **COSGIS**
City of Spokane GIS



Vacation Area

DISTRIBUTION LIST

VACATION OF THOS PORTIONS OF OAKLAND BOULEVARD, COLUMBIA AVENUE AND THE ALLEY IN BLOCK 10 ALL IN THE PLAT OF CASCADE PARK ADDITION AND EAST OF CEDAR ROAD, EXCEPT FOR THE WEST 50 FEET

POLICE DEPARTMENT

ATTN: SGT CHUCK REISENAUER

FIRE DEPARTMENT

ATTN: MEGAN PHILLIPS
MIKE MILLER

CURRENT PLANNING

ATTN: TAMI PALMQUIST
DAVE COMPTON

WATER DEPARTMENT

ATTN: DAN KEGLEY
JAMES SAKAMOTO
ROGER BURCHELL
CHRIS PETERSCHMIDT
HARRY MCLEAN

STREETS

ATTN: MARK SERBOUSEK
MARTHA STEVENSON

TRANSPORTATION OPERATIONS

ATTN: BOB TURNER

PLANNING & DEVELOPMENT

ATTN: ERIK JOHNSON
ELDON BROWN
JOHN SAYWERS

CONSTRUCTION MANAGEMENT

ATTN: KEN BROWN

INTEGRATED CAPITAL MANAGEMENT

ATTN: KATHERINE MILLER

WASTEWATER MANAGEMENT

ATTN: BILL PEACOCK

PARKS & RECREATION DEPARTMENT

ATTN: LEROY EADIE

NEIGHBORHOOD SERVICES

ATTN: JACKIE CARO
JONATHAN MALLAHAN
ROD MINARIK
HEATHER TRAUTMAN

BICYCLE ADVISORY BOARD

ATTN: LOUIS MEULER

SOLID WASTE MANAGEMENT

ATTN: SCOTT WINDSOR

CITY CLERK'S OFFICE

ATTN: JACQUELINE FAUGHT

PUBLIC WORKS

ATTN: SCOTT SIMMONS
MARCIA DAVIS

AVISTA UTILITIES

ATTN: DAVE CHAMBERS
RANDY MYHRE

COMCAST DESIGN & CONSTRUCTION

ATTN: BRYAN RICHARDSON

CENTURY LINK

ATTN: KAREN STODDARD

EAGLE RIDGE SPOKANE HOMEOWNERS
PO BOX 21469
SPOKANE WA 99201-7198

GARY B & ANNA M CHANTRY
12171 SP 211
USK WA 99180-9720

PETR & MARIYA SHIVA

DISTRIBUTION LIST

VACATION OF THOS PORTIONS OF OAKLAND BOULEVARD, COLUMBIA AVENUE AND THE ALLEY IN BLOCK 10 ALL IN THE PLAT OF CASCADE PARK ADDITION AND EAST OF CEDAR ROAD, EXCEPT FOR THE WEST 50 FEET

5421 S CHENEY SPOKANE RD
SPOKANE WA 99224
CHRISTOPHER J & BRANDI M DAVIS
5549 S CHENEY SPOKANE RD
SPOKANE WA 99224

FAIRMONT MEMORIAL PARK
PO BOX 9097
SPOKANE WA 99209-9797

JEREMIAN S PATTERSON & PAIGE
MCGOWAN
5405 S CHENEY SPOKANE RD
SPOKANE WA 99224

THOMAS F WEILER
1305 E SUSAN LN
SPOKANE WA 99223
SESCO & JOAN L ASHWORTH JR
5461 S CHENEY SPOKANE RD
SPOKANE WA 99224

CT WOLFF ETAL
5507 S MARSHALL RD
SPOKANE WA 99224
BUELL BROS INC
318 HIGHLAND DR
ST MARIES ID 83861

C NORDHAGEN
4011 E LANE PARK RD
MEAD WA 99021

STEVE & KATHERINE WEHMEYER
5555 S CEDAR RD
SPOKANE WA 99224

CHAD W & ANNA M FAGERLAND
5555 S CHENEY SPOKANE RD
SPOKANE WA 99224
ALBERTO J DUNCAN & AVALON HOLT
5428 S OSPREY HEIGHTS DR
SPOKANE WA 99224

THOMAS R & SANDRA M MESSICK
5410 S OSPREY HEIGHTS DR
SPOKANE WA 99224

KERRY D & LAURA J GARNER
5416 S OSPREY HEIGHTS DR
SPOKANE WA 99224

MARTIN & SHARON B SPADINGER
5320 S OSPREY HEIGHTS DR
SPOKANE WA 99224
EDWARD O & RHONDA K FISKLAND
5420 S OSPREY HEIGHTS DR
SPOKANE WA 99224

MORSE WESTERN HOMES LLC
224 N CHIEF GARRY DR
LIBERTY LAKE WA 99019

JOHN R & SHARON L SUTTON
5506 S RAVENCREST CIR
SPOKANE WA 99224

THOMAS R & GWENITH L BARNHART
5510 S RAVENCREST CIR
SPOKANE WA 99224

CASEY J & NICHOLE C KINZER
5803 S WINDSTAR ST
SPOKANE WA 99224

DISTRIBUTION LIST

VACATION OF THOS PORTIONS OF OAKLAND BOULEVARD, COLUMBIA
AVENUE AND THE ALLEY IN BLOCK 10 ALL IN THE PLAT OF CASCADE PARK
ADDITION AND EAST OF CEDAR ROAD, EXCEPT FOR THE WEST 50 FEET

GARY B LILES
PO BOX 7496
SPOKANE WA 99207

MICHAEL & IRENE URBACH
5518 S RAVENCREST CIR
SPOKANE WA 99224



Agenda Sheet for City Council Meeting of:
08/08/2016

Date Rec'd	7/22/2016
Clerk's File #	RES 2016-0066
Renews #	

Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ELDON BROWN 625-6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	4700 - RESOLUTION - VACATION OF SHARP AVENUE		

Agenda Wording

Resolution setting hearing before City Council for September 12, 2016 for the vacation of Sharp Avenue, from the east line of Cedar Street to the west line of Jefferson Street (West Central Neighborhood Council)

Summary (Background)

A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	BECKER, KRIS	Study Session	
Division Director	MALLAHAN, JONATHAN	Other	PED 7/18/16
Finance	DAVIS, LEONARD	Distribution List	
Legal	RICHMAN, JAMES	Engineering Admin	
For the Mayor	WHITNEY, TYLER	edjohnson@spokanecity.org	
Additional Approvals		sbishop@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		ebrown@spokanecity.org	

RESOLUTION 2016-0066

WHEREAS, on October 10, 2015 the Spokane City Council received a petition for the vacation of Sharp Avenue from the east line of Cedar Street to the west line of Jefferson Street in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting Sharp Avenue from the east line of Cedar Street to the west line of Jefferson Street in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate Sharp Avenue from the east line of Cedar Street to the west line of Jefferson Street in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **September 12, 2016**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2016.

City Clerk

Approved as to form:

Assistant City Attorney

P1505287VACA - Site Map



Disclaimer: This is not a legal document: The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc.
Not suitable for design purposes.

170 85 0 170 340 Feet



Area

 **COSGIS**
City of Spokane GIS



DISTRIBUTION LIST

VACATION OF _____

POLICE DEPARTMENT

ATTN: SGT CHUCK REISENAUER

FIRE DEPARTMENT

ATTN: MEGAN PHILLIPS
MIKE MILLER

CURRENT PLANNING

ATTN: TAMI PALMQUIST
DAVE COMPTON

WATER DEPARTMENT

ATTN: DAN KEGLEY
JAMES SAKAMOTO
ROGER BURCHELL
CHRIS PETERSCHMIDT
HARRY MCLEAN

STREETS

ATTN: MARK SERBOUSEK
MARTHA STEVENSON

TRANSPORTATION OPERATIONS

ATTN: BOB TURNER

PLANNING & DEVELOPMENT

ATTN: ERIK JOHNSON
ELDON BROWN
JOHN SAYWERS

CONSTRUCTION MANAGEMENT

ATTN: KEN BROWN

INTEGRATED CAPITAL MANAGEMENT

ATTN: KATHERINE MILLER

WASTEWATER MANAGEMENT

ATTN: BILL PEACOCK

PARKS & RECREATION DEPARTMENT

ATTN: LEROY EADIE

NEIGHBORHOOD SERVICES

ATTN: JACKIE CARO
JONATHAN MALLAHAN
ROD MINARIK
HEATHER TRAUTMAN

BICYCLE ADVISORY BOARD

ATTN: LOUIS MEULER

SOLID WASTE MANAGEMENT

ATTN: SCOTT WINDSOR

CITY CLERK'S OFFICE

ATTN: JACQUELINE FAUGHT

PUBLIC WORKS

ATTN: SCOTT SIMMONS
MARCIA DAVIS

AVISTA UTILITIES

ATTN: DAVE CHAMBERS
RANDY MYHRE

COMCAST DESIGN & CONSTRUCTION

ATTN: BRYAN RICHARDSON

CENTURY LINK

ATTN: KAREN STODDARD

FRANCINE L SMOLKOWSKI
1302 W SINTO AVE
SPOKANE WA 99201

GRANT ELLIOTT
10221 E DUNN RD
CHATTAROY WA 99003

KRISTINA STEWART & JOHN W GOLDSBERRY
907 W FREDERICK AVE
SPOKANE WA 99205

DISTRIBUTION LIST

VACATION OF

ELAINE M SHERWOOD & KATHRYN S BRITZ
1223 W MAXWELL AVE
SPOKANE WA 99201

LEAH A HUNT
1213 W MAXWELL AVE
SPOKANE WA 99201

KRISTINA STEWART & JOHN W GOLDSBERRY
1217 W MAXWELL AVE
SPOKANE WA 99201

SPOKANE TRANSIT AUTHORITY
1230 W BOONE AVE
SPOKANE WA 99201

PATRICIA A SHASTANY
1128 W SINTO AVE
SPOKANE WA 99201

LOEUN LIVING TRUST
3430 W EXCELL LN
SPOKANE WA 99208

LEO G & KAREN E RICHARDSON
3208 N SHERIDAN CT
SPOKANE WA 99205

SHELLEY & BARRY BACON
570 HOTCHKISS RD
COLVILLE WA 99114

JUDITH ANN BARTLETT
1224 W SINTO AVE
SPOKANE WA 99201

GENEVIEVE JOY
1218 W SINTO AVE
SPOKANE WA 99201

CHARLES C & DENISE M CONRAD
2827 S OAK ST
SPOKANE WA 99224

J L SCRIBNER
3314 N LEE ST
SPOKANE WA 99207

RAYMOND & CYNTHIA WEATHERMOON JR
1313 W MAXWELL AVE
SPOKANE WA 99201

NICHOLAS G & LORETTA L ANDERSON
1303 W MAXWELL AVE
SPOKANE WA 99201

WILLIAM ROBINSON & MALISSA ROBINSON
1214 W SINTO AVE
SPOKANE WA 99201

JOSEPH ELLIOTT
1203 W MAXWELL AVE
SPOKANE WA 99201

BRIAN R BROWN
PO BOX 915
SPOKANE VALLEY WA 99037

ROMAN BARBABIN
1314 W SINTO AVE
SPOKANE WA 99201

LAWRENCE W & MARY ANNE VERHAAG
1307 W MAXWELL AVE
SPOKANE WA 99201

KENT SALISBURY
1418 N ADAMS ST
SPOKANE WA 99201

DISTRIBUTION LIST

VACATION OF

KYLE D ARMSTRONG
1207 W MAXWELL AVE
SPOKANE WA 99201

R L & C M MYERS
19120 E GRANITE LN
ORIS ORCHARDS WA 99027

ERIC M STEVEN
1403 W BOONE AVE
SPOKANE WA 99201

ARLIN JORDAN
204 S KOREN RD STE 300
SPOKANE VALLEY WA 99212

SPOKANE COUNTY
1116 W BROADWAY AVE
SPOKANE WA 99260

SPOKANE COUNTY ENGINEERS
1026 W BROADWAY AVE
SPOKANE WA 99260

CITY OF SPOKANE
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201

GREER REVOCABLE LIVING TRUST ETAL
5007 E CORAL LN
SPOKANE WA 99223

KEVIN S & TINA J HUMPHREY
1312 N BROOK TERRACE ST
SPOKANE WA 99224

ROBERT & SUSAN ANSELMO LIVING TRUST
7017 N BELT ST
SPOKANE WA 99208

KRISTIN REBECCA WHITAKER
PO BOX 671
MEAD WA 99021

SENIOR CITIZEN COUNCIL
1124 W SINTO AVE
SPOKANE WA 99201

RICHARD S GILES
1108 W SINTO AVE
SPOKANE WA 99201

MILES L KELSEY
1104 W SINTO AVE
SPOKANE WA 99201

GRADY L CHAPMAN ETAL
17606 S BROOKS RD
CHENEY WA 99004

PIKE IRREVOCABLE TRUST
14724 N LOWE RD
MEAN WA 99021

RW JOHNSON ETUX
PO BOX 82
MEDICAL LAKE WA 99022

RUTHJEAN ROSE
1127 W SINTO AVE
SPOKANE WA 99201

SINTO SENIOR CITIZEN ACTIVITY CENTER
1124 W SINTO AVE
SPOKANE WA 99201

TEN TALENTS LLC
PO BOX 1199
VERADLE WA 99037

DISTRIBUTION LIST

VACATION OF

CLAUDIA K MEYERS
1303 N MONROE ST
SPOKANE WA 99201

ROBERT J & MICHELLE T TWEEDY
1411 N MONROE ST
SPOKANE WA 99201

CLAUDIA A MEYERS
1303 N MONROE ST
SPOKANE WA 99201

GATEKEEPER PROPERTIES LLC
9116 E SPRAGUE AVE #888
SPOKANE VALLEY 99206

DANIEL ROBSON & OLYMPIC JACOBSON
160 S COWLEY ST
SPOKANE WA 99202

MICHAEL J MCADAMS
911 S MONROE ST
SPOKANE WA 99204

BRIAN W WILBUR
1109 W SINTO AVE
SPOKANE WA 99201

MARK R BROWNING
1824 W 2ND AVE UNIT 1
SPOKANE WA 99201

DALE N WAITE
1117 W SHARP AVE
SPOKANE WA 99201

WILMINGTON TRUST NATIONAL ASSOCIATION
8950 CYPRESS WATERS BLVD
COPPELL TX 75019

SPOKANE PROPERTIES LLC
1908 W BROADWAY AVE
SPOKANE WA 99201

KRISTI COLACURICIO
3962 S BRENTWOOD LN
COEUR D'ALENE ID 83814

JAMES P & GAIL D MAHONEY
1220 S DIVISION ST
SPOKANE WA 99202

DAVID M & MICHELLE L DOMREIS
5211 N CRESTLINE ST
SPOKANE WA 99207

HONGJUN LI
920 N PERRY ST #3
SPOKANE WA 99202

RUSSELL WILBUR
PO BOX 306
HARRISON ID 83833

SPOKANE HOUSING AUTHORITY
55 W MISSION AVE
SPOKANE WA 99201

CASAS SALVADAS
715 E SPRAGUE AVE STE 102
SPOKANE WA 99201

KENNETH G HAGEN
13422 N HILLARY CT
MEAN WA 99021

DEAN N & SHARON E WILSON
1908 W BROADWAY #1
SPOKANE WA 99201

DISTRIBUTION LIST

VACATION OF

JAMES P & GAIL D MAHONEY
1220 S DIVISION ST
SPOKANE WA 99201

CHARLES C KILLIN IV ETAL
1030 W BOONE AVE
SPOKANE WA 99201

JOSEPH E & MISTIE S CROSBY JR
2004 E SOUTH RIDGE DR
SPOKANE WA 99223

HS K & B LLC
8620 N CEDAR
SPOKANE WA 99208

MARTIN & DIANE O LINANE SR
3311 W CLEVELAND AVE
SPOKANE WA 99205

DOMUS URBIS LLC
PO BOX 990
MEDICAL LAKE WA 99022

WILLIAM J HOUK
4103 N GLENN RD
SPOKANE WA 99206

T BARBANTI
2027 W CARLISLE AVE
SPOKANE WA 99205

JUDY Y CULPEPPER
1518 W BOONE AVE
SPOKANE WA 99201

MARTIN & DIANE O LINANE SR
1504 W BOONE AVE
SPOKANE WA 99201

AIRBORNE HOLDINGS TWO LLC
2131 LOWER PEOH PT RD
CLE ELEM WA 98922

RANDOLPH YATES
1514 W SHARP AVE
SPOKANE WA 99201

E & A VERHAEGHE / S & J HOERNER
1508 W SHARP AVE
SPOKANE WA 99201

MERI CHINA 401K PLAN TRUST
9116 E SPRAGUE STE 88
SPOKANE VALLEY WA 99206

ROBERT C CRAM
1411 W MAXWELL AVE
SPOKANE WA 99201

LARRY L WELLS & KWEI LEE
1919 E DEVOE AVE
SPOKANE WA 99217

MARK W MENGE & CHERYLE TRAMPUS
1401 W MAXWELL AVE
SPOKANE WA 99201

JORDAN POTTER JOINT VENTURE LLC
25 S BLAKE RD STE 1
SPOKANE VALLEY WA 99216

RAWLEY & HELEN HARRISON
102 E BALDWIN
SPOKANE WA 99207

DANIEL W GIBONEY JR
1504 W SHARP AVE
SPOKANE WA 99201

DISTRIBUTION LIST

VACATION OF

DANIEL J & JESSICA W ROBLES
41345 LA SIERRA RD
TEMECULA CA 92591-1818

SPOKANE PUBLIC RADIO
2319 N MONROE ST
SPOKANE WA 99205

LINDA HARSIN
PO BOX 9885
SPOKANE WA 99205

MIKE E CAMPBELL
1420 N JEFFERSON ST
SPOKANE WA 99201

BEN & BARBARA LEE
1427 W BOONE AVE
SPOKANE WA 99201

MICHELLE K MEEK
1123 W MAXWELL AVE
SPOKANE WA 99201

ERIC M STEVEN
1403 W BOONE
SPOKANE WA 99201

CRYSTAL J WINDISHAR-ABBOTT
1117 W MAXWELL AVE
SPOKANE WA 99201

DONNA L DUXBURY
1720 E WABASH AVE
SPOKANE WA 99207

PATRICIA L GALLES
1413 W BOONE AVE
SPOKANE WA 99201

MICHAEL L & VICKI L SAVAGE
PO BOX 141737
SPOKANE WA 99214

RECREATIONAL INC
1125 N MONROE ST
SPOKANE WA 99201

ROYAL POTTAGE ENTERPRISES INC
28 W INDIANA AVE STE E
SPOKANE WA 9205

HEIDI JOHNSON
16327 SE 15TH ST
BELLEVUE WA 98008

**Agenda Sheet for City Council Meeting of:**

08/08/2016

Date Rec'd

7/12/2016

Clerk's File #RES 2016-0068
OPR 2016-0624**Renews #****Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Cross Ref #**Contact Name/Phone**

DAN KEGLEY 509.625.7821

Project #**Contact E-Mail**

DKEGLEY@SPOKANECITY.ORG

Bid #

SOLE SOURCE

Agenda Item Type

Resolutions

Requisition #

CR# 17041

Agenda Item Name

4100 - PIPELINE CONDITION ASSESSMENT CONTRACT & SOLE SOURCE

Agenda Wording

Contract for condition assessment of 17,700' of pipeline for the Water Department's Manito and 57th Avenue transmission mains from Pure Technologies U.S. Inc. (Columbia, Maryland) by Sole Source Resolution not to exceed \$507,000 (excluding tax).

Summary (Background)

Pure Technologies U.S. Inc. was determined to be the only company capable of the unique method of pipeline assessment needed for this project due to their patented technology allowing for continuous inspection of multiple sizes of pipe in real time without prior cleaning, meaning the pipeline can remain in service. Based on that determination and the projected work required, a cost estimate was negotiated not to exceed \$507,000.

Fiscal Impact**Budget Account**

Expense \$ 507,000.00

4250-94501-94000-56501-04100

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

KEGLEY, DANIEL

Study Session

PWC 7/11/2016

Division Director

SIMMONS, SCOTT M.

Other**Finance**

KECK, KATHLEEN

Distribution List**Legal**

DALTON, PAT

LOGAN.FESENMAIR@PURETECHLTD.COM

For the Mayor

WHITNEY, TYLER

JSAKAMOTO@SPOKANECITY.ORG

Additional Approvals

JFINGER@SPOKANECITY.ORG

Purchasing

PRINCE, THEA

TPRINCE@SPOKANECITY.ORG

ACLIN@SPOKANECITY.ORG

LROFF@SPOKANECITY.ORG

SJOHNSON@SPOKANECITY.ORG

BRIEFING PAPER
Public Works Committee
Water Department
July 11, 2016

Subject

A contract for condition assessment of 17,700 feet of pipeline for the City Water Department's Manito transmission main and 57th Avenue transmission main from Pure Technologies U.S. Inc. (Columbia, Maryland) by Sole Source Resolution not to exceed \$507,000 (excluding applicable taxes).

Background

Pure Technologies U.S. Inc. was determined to be the only company capable of the unique method of pipeline assessment needed for this project due to their patented technology allowing for continuous inspection of multiple sizes of pipe in real time without prior cleaning, meaning the pipeline can remain in service. Based on that determination and the projected work required, a cost estimate was negotiated not to exceed \$507,000.

Impact

This purchase will allow completion of the condition assessment without service interruption.

Action

Recommend approval.

Funding

All funding for this purchase will be from the Water Department Capital Funds.

SOLE SOURCE RESOLUTION NO. 2016-0068

A Sole Source Resolution declaring Pure Technologies U.S. Incorporated as a sole source provider for the condition assessment of 17,700 feet of pipeline for the City Water Department's Manito Transmission Main & 57th Avenue Transmission Main and thus authorizing the City's entering into a contract at an estimated cost of \$507,000, not including taxes if applicable.

WHEREAS, The City Water Department is planning for inspection of two (2) critical transmission mains to determine whether repair, replacement, or no action is warranted, and Pure Technologies patented technology will allow the City to gain a full understanding of the condition with the least disruption; and

WHEREAS, Pure Technologies' patented SmartBall tool is a free-flowing tool used for non-destructive in-line leak and air pocket detection in pressurized pipelines, which is capable of long surveys in a single deployment without disruption to regular pipeline service, through utilization of a highly sensitive acoustic sensor adept at locating 'pinhole' sized leaks; and

WHEREAS, The SmartBall tool is inserted into a live pipeline and travels with the water flow for up to twelve (12) hours while collecting information about leaks and air pockets, and requires only two (2) access points for insertion and extraction, while being tracked throughout the inspection at predetermined fixed locations along the pipeline; and

WHEREAS, SmartBall is a patented technology, available exclusively from Pure Technologies U.S. Inc., and is the only tool available that can:

- 1) inspect the pipeline while it stays in service, in one run, and requiring only one location for insertion/extraction. It is not affected by inline valves, tees, reductions in the pipe diameter, bends, or profile changes.
- 2) inspect the pipeline for pockets of trapped air- (Pure has found that over 70% of air pockets found are not in the pipeline design and can cause issues with capacity or augment the effects of pressure transients, potentially causing a failure at the site of the trapped air. It should also be noted that these pockets of trapped air can cause

problems with leak detectability when using external leak detection devices)

3) detect pinhole leaks as are the primary failure mechanism for CMLS pipes (this capability is both a function of the tools listening device, as well as the fact that it traverses the pipe, meaning the sensor is only ever one pipe ID away from any given leak or pocket of trapped air- this allows for unparalleled accuracy and the avoidance of false positives or negatives)

4) is tracked in real time; and

WHEREAS, Pure Technologies' electromagnetic inspection technique is a non-destructive, in-line assessment technology that provides the location and quantity of relative wall thickness data for the steel cylinder along the circumferential and axial direction of each pipe, can be deployed using the patented free-swimming Pipe Diver tool that traverses the pipeline with the water flow and is tracked above ground in real time; and

WHEREAS, Pipe Diver is a patented technology, available exclusively from Pure Technologies U.S. Inc., and is the only tool that is able to do all of the following in steel pipelines:

1) inspect the pipelines in a continuous set of runs requiring only one (1) location for insertion/extraction;

2) offers HD CCTV visual inspection logs;

3) is not affected by inline valves 24-inch or larger, tees, reductions in the pipe diameter, bends, or profile changes;

4) inspect pipelines greater than 24-inch while they remain in service and do not have to be dewatered;

5) can be inserted into a pipe through a 14-inch access port;

6) the tool is not full-bore and therefore due to its flexibility one (1) tool can inspect multiple sizes of pipe under one (1) configuration within a particular deviation from nominal pipe size. If the change in size requires reconfiguration, this can be executed on the same tool through a change-out of sensors;

7) does not require the pipe to be pigged or cleaned prior to inspection;

8) is not affected by ovality in the pipeline; and

9) is tracked in real time.

WHEREAS, the 2016 public bid limit for these Consultant services is \$48,700.00;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares Pure Technologies U.S. Incorporated as a sole source consultant and authorizes without further council action the City Water Department to enter into a Consultant contract at an estimated cost of \$507,000, not including taxes if applicable.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

16-508a

City of Spokane Cost Estimate to Determine Not to Exceed Amount for Condition Assessment Contract

Basis of Estimate: Pure Technologies April 29, 2016 Proposal with Budgetary Fee Schedule; May 4, 2016 phone call with L. Fesenmair-Black, Pure Technologies

Item #	Description	Unit	Unit Price	Manito Quantity	57th Quantity	Project Quantity	Cost
1	Preliminary Screening Technology						
1a	Transient Pressure Monitoring	Lump Sum	\$ 9,000			1	\$ 9,000
2	Free-Swimming leak/air pocket detection survey using SmartBall						
2a	Initial Planning, site reconnaissance, planning document	Lump Sum	\$ 10,000			1	\$ 10,000
2b	Mobilization including travel, equipment, data analysis	Lump Sum	\$ 15,000			1	\$ 15,000
2c	Technology Fee (minimum 1 mile)						
	1 to 5 miles under single mobilization	Per Foot	\$ 2.27	7,000	10,700	17,700	\$ 40,179
2d	Reinsertion Fee	Per Reinsertion	\$ 5,000			1	\$ 5,000
2e	Technology Report	Per Report	\$ 10,000			1	\$ 10,000
3	Free-Swimming corrosion detection survey using PipeDiver EM						
3a	Initial Planning, site reconnaissance, planning document	Lump Sum	\$ 20,000			1	\$ 20,000
3b	Mobilization including travel, equipment, data analysis	Lump Sum	\$ 55,000			1	\$ 55,000
3c	Technology Fee (minimum 1 mile)						
	1 to 5 miles under single mobilization	Per Foot	\$ 14.20	7,000	10,700	17,700	\$ 251,340
3d	Reinsertion Fee	Per Reinsertion	\$ 5,000			1	\$ 5,000
3e	Technology Report	Per Report	\$ 10,000			1	\$ 10,000
4	Engineering Evaluation and Recommendations						
4a	Structural Analysis	Per Curve (1 curve per pipe class with damage)	\$ 8,000	1	1	2	\$ 16,000
4b	In-situ forensic evaluation - Includes Soil & Water Analysis, Visual Inspection of Pipe, Material Sampling and Pipe Wall Thickness Measurements	Per In-situ Evaluation	\$ 15,000	1	1	2	\$ 30,000
4c	Final Engineering Report and Workshop incorporating Lifecycle analysis, Structural evaluation, repair, replacement, re-inspection recommendations.	Per Report	\$ 30,000			1	\$ 30,000
	Total Cost						\$ 506,519

Assumptions and Budgetary Notes:

- i Pricing does not include costs of potholing or tapping if necessary.
- ii Pricing assumes work is done under one mobilization.
- iii Does not include cost of excavation/shoring for validation/calibration or forensic evaluation if necessary.
- 1 The budget assumes that work can commence upon arrival and be executed until the work is complete. Thus, all preparation work should be performed prior to Pure Technologies arrival.
- 2 The proposed billing schedule is: 20% upon submission of planning document, 60% upon completion of field work, 10% upon submission of draft report, and the final 10% upon submission of the final report.
- 3 The proposed fee schedule is based on the City providing appropriate access for the chosen technologies.
- 4 Inspection schedules will be mutually determined by the City and Pure Technologies.
- 5 Taxes are not included in this proposal.
- 6 Standby rates: If delays occur due to parties other than Pure, Pure shall be reimbursed for the delay at a rate of \$1500 per day per person. Contingent upon technology used, further charges may apply.
- 7 Pricing is subject to further review of additional drawings and site visit to establish insertion and extraction access as well as tracking locations.

Prepared: 5/4/2016

City of Spokane

CONSULTANT AGREEMENT

Title: **CONDITION ASSESSMENT OF 17,700 FEET OF PIPELINE FOR THE CITY WATER DEPARTMENT'S MANITO TRANSMISSION MAIN & 57TH AVENUE TRANSMISSION MAIN**

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Pure Technologies U.S. Inc.**, whose address is 8920 State Route 108, Suite D, Columbia, Maryland 21045 as ("Consultant").

WHEREAS, the purpose of this Agreement is to for the City to secure a Consultant capable of performing the unique and technologically advanced method of pipeline assessment utilizing their proprietary tools and techniques; and

WHEREAS, the Consultant was selected as a Sole Source vendor, due to their exclusive ownership of this proprietary technology for efficient in-pipe review and assessment.

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on July 1, 2016, and ends on June 30, 2017, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on or after the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant's June 17, 2016 Proposal (Exhibit A), which is attached to and made a part of this Agreement. The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. PAYMENT.

Total compensation for Consultant's services under this Agreement shall be a maximum not exceed **FIVE HUNDRED SEVEN THOUSAND AND NO/100 DOLLARS (\$507,000.00)**, unless modified by a written amendment to this Agreement.

5. REIMBURSABLES

If reimbursables are provided for under this Agreement, they are to be included, and considered part of the maximum amount not to exceed (Section 4 above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts qualifying allowable reimbursement of these costs; the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (*excluding the "Incidental" portion of the published CONUS Federal M&I Rate*) for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently for 2016 that rate is 54 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may include a four percent (4%) mark up. Copies of all Subconsultant invoices that are rebilled to the City are required

6. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:
CITY OF SPOKANE WATER AND HYDROELECTRIC DEPARTMENT 914 East North Foothills Drive Spokane, WA 99207
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):
<ul style="list-style-type: none">• Invoice Date and Invoice Number• WATER AND HYDROELECTRIC DEPARTMENT• Project Coordinator: Jeanne Finger (Please do not put name in the address portion of the invoice)• Contract No. OPR # _____• Contract Title: CONDITION ASSESSMENT OF 17,700 FEET OF PIPELINE FOR THE CITY WATER DEPARTMENT'S MANITO TRANSMISSION MAIN & 57TH AVENUE TRANSMISSION MAIN• Period covered by the invoice• Employee's name and classification• Employee's all-inclusive hourly rate excluding fixed fee and # of hours worked• Total labor costs per Project• Itemization of direct, non-salary costs (per Project, if so allocated)• The following Sub-Consultant payment information will be provided [<i>if needed</i>] (attach Sub-Consultant invoices as backup):<ul style="list-style-type: none">○ Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).○ Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant).• Cumulative costs per Project and for the total Agreement

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
CITY OF SPOKANE WATER AND HYDROELECTRIC DEPARTMENT 914 East North Foothills Drive Spokane, WA 99207	Consultant Contact Name: <u>Logan Fesenmaier</u> Pure Technologies U.S. Inc. 8920 State Route 108, Suite D Columbia, Maryland 21045

10. SOCIAL EQUITY REQUIREMENTS.

- A. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

11. INDEMNIFICATION.

The Consultant shall indemnify and hold the City and the State and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the City, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City, except when such actions are a result of the City (or its employees) negligence or willful misconduct, and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The parties agree that the City is fully responsible for its own negligence, including negligent waterworks operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

Notwithstanding anything herein to the contrary, Contractor will not be liable for any any consequential, indirect, incidental, or special loss or damage suffered by the Owner or any third party, or for any punitive damages, even if advised of the possibility thereof and notwithstanding the failure of essential purpose of any remedy.

12. INSURANCE.

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington.

The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$2,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all books and records specific to the work performed hereunder. This includes work of the Consultant, any subconsultant, or any other person or entity that

performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.

- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's 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. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City)
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Spokane are **public records**. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records are legally *exempt from disclosure* and can be redacted or

withheld. The Public Records Act (RCW 42.56 and RCW 19.10) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

The City will try to redact anything that seems obvious in the City opinion for redaction. For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace your own obligations to identify any materials you wish to have redacted or protected, and that you think are so under the Public Records Act (PRA).

Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary): You must determine and declare any materials you want exempted (redacted), and that you also believe are eligible for redaction. This includes but is not limited to your bid submissions, contract materials and work products.

Contract Work Products: If you wish to assert exemptions for your contract work products you must notify the City Project Manager at the time such records are generated.

Please note the City cannot accept a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

City's Response to a Public Records Act Requests: The City will prepare two versions of your materials:

Full Redaction: A public copy that redacts (blacks out) both the exemptions (such as social security numbers) identified by the City and also materials or text you identified as exempt. The fully redacted version is made public upon contract execution and will be supplied with no notification to you.

Limited Redaction: A copy that redacts (blacks out) only the exemptions (such as social security numbers) identified by the City. This does not redact (black out) exemptions you identified. The Limited Redaction will be released only after you are provided "third party notice" that allows you the legal right under RCW 42.56.540 to bring a legal action to enjoin the release of any records you believe are not subject to disclosure.

If any requestor seeks the Limited Redacted or original versions, the City will provide you "third party notice", giving ten business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for

otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for (i) the services properly performed prior to the actual termination date, with any reimbursable expenses then due, and (ii) all additional demobilization expenses reasonably incurred by Consultant as a result of the early, unplanned termination, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions"), if utilized, shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

CONSULTANT

By  Date 6/24/16
Signature Date

John S. Galleher Jr.
Type or Print Name

Vice President, West Region
Title

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments: Exhibit A – General Scope of Work - Consultant's June 17, 2016 Proposal

16-507d

EXHIBIT B

(LUMP SUM) PAYMENT METHOD

The Consultant shall be paid by the City using this payment method for completed work and services rendered under this Agreement as provided hereinafter. The payment shall be lump sum compensation for all work performed or services rendered to complete the work specified in Section 3, "Scope of Work" and when this payment method is specifically called for within the Budgetary Fee Schedule in Exhibit A.

- A. LUMP SUM AGREEMENT. Payment for all services for each Project shall be on the basis of completed milestones as detailed in the Budgetary Fee Schedule Assumptions and Budgetary Notes in Exhibit A.
1. The Consultant may retain subconsultants on either a Negotiated Hourly Rate of Pay or Lump Sum basis.
 2. Direct Nonsalary Cost. Direct nonsalary costs will be included in Lump Sum amounts. These costs may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and subconsultant costs.
 - a. Consultant costs may include a Subconsultant markup of four percent (4%).
 - b. Direct nonsalary costs will include charges directly identifiable with and necessary for the Project.
 - c. The Consultant shall maintain the original supporting documents in its office.
 3. Maximum Total Amount Payable. The Maximum Total Amount Payable does not include payments for extra work as stipulated in 24. Expansion for New Work.
- B. MONTHLY PROGRESS PAYMENTS. Partial payments may be made upon request by the Consultant to cover the percentage of work completed and are not to be more frequent than one (1) per month.
- C. FINAL PAYMENT. Final payment of any balance due the Consultant of the gross amount earned will be made promptly upon its verification by the City after the completion of the work under this Agreement, contingent upon receipt of all Deliverables which are required to be furnished under this Agreement. Acceptance of the final payment by the Consultant shall constitute a release of all claims for payment which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. The final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and that at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that the final audit reveals an overpayment to the Consultant, the Consultant agrees to refund the overpayment to the City within ninety (90) days of notice of any payment. The refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding of the City of overpayment.

EXHIBIT A – CONSULTANT’S SCOPE OF WORK



June 17, 2016

James Sakamoto, P.E.
Principal Engineer
City of Spokane Water Department

Subject: Condition Assessment of the 24-inch Manito Transmission Main and 30-18-inch 57th Ave Transmission Main.

Pure Technologies U.S. Inc. (Pure) is pleased to offer the City of Spokane (the City) the following proposal to provide a condition assessment of approximately 17,691 feet of the 24-inch Manito Transmission Main and the 30-18-inch 57th Ave Transmission Main, approximately 3.4 miles in total. Both lines are understood to be Cement Mortar Lined Steel (CMLS). Currently the City is looking to better understand their options for inspection, and the following proposal outlines different applicable technologies, and the potential combinations that could be employed to gain a full understanding of the condition of these two critical transmission mains.

CONDITION ASSESSMENT APPROACH

Since 1993, Pure Technologies has provided inspection, condition assessment, monitoring, and management solutions for owners and operators of critical infrastructure around the world. Over the years, it has become clear that no single technique or technology can fully and safely evaluate the condition of water and wastewater pipelines. Since all inspection techniques have technical, operational, and cost limitations, Pure Technologies has found that the most effective strategy to safely manage a pipeline inventory is to implement a risk based approach for any data collection, inspection, condition assessment, and management of these assets.

By understanding the risk of any pipeline along with the benefits and limitations of assessment techniques, a sound and defensible management strategy can be implemented to maintain and extend the life of the asset. Owners can ensure they are implementing the right approach, at the right time, with the lowest financial impact. The goal should always be to focus the proper resources in managing the asset while safely getting the most service life out of the pipeline.

Pure Technologies has developed a comprehensive approach to pressure pipe management called Assess and Address™. The goal of this approach is to identify and rehabilitate high risk pipes before they fail, which significantly increases the remaining useful life of the pipeline at a fraction of the total replacement cost and avoids unnecessary pipeline failure. This approach involves performing a comprehensive assessment of the pipelines (Assess) and implementing corrective actions to safely extend the life of the pipeline (Address).



The descriptions listed herein are tools and technologies for inspecting and analyzing metallic pipes. However, it is important to note that no single technology or single solution fits all pipelines; rather, the best approach is to customize a methodology based on the parameters of each pipeline (e.g. consequence of failure, failure history, age, material, diameter, access, failure modes/mechanisms, pressure, flow velocity, etc.).

Pure has significant experience in the development of customized methodologies for assessing all pipelines and it is always suggested that a scope is discussed with Pure to provide the most accurate and cost-effective solution.

Low Resolution Pipeline Assessment

In general, pipelines with a lower risk rating should be evaluated using lower cost, easier to deploy screening techniques as investing significant budget towards these assets may not be the best use of resources. Screening and evaluation techniques may determine that the pipelines can continue to be operated with little further action or require additional data collection in the form of higher resolution assessment methods (discussed in subsequent sections). Examples of low resolution screening techniques are Transient Pressure Monitoring, hydraulic analysis or leak detection using correlators. In many cases, these low risk, non-invasive screening techniques may be suitable for assessing whether to continue operating small diameter pipelines with no additional action, determine if there is an increased risk of the assets requiring further data collection, or potentially repair/replace the pipelines.

Medium/High Resolution Pipeline Assessment

Based on existing risk modeling or from findings from the previously described Low Risk Pipeline Assessment, more invasive assessment techniques may be warranted in order to collect data with the necessary resolution to develop sound engineering and business decisions. Two approaches/techniques are proposed for medium risk pipelines. The first is internal leak detection and pipe wall assessment using Pure Technologies' SmartBall or Sahara inspection platforms. The second, and higher resolution approach/technique, is using Pure Technologies enhanced electromagnetic technology to locate areas pipe wall loss along each pipeline. Both these approaches are further defined below, and can be *deployed while the pipeline is in service*.

Highest Resolution Pipeline Assessment

For pipelines considered high risk, high resolution inspection techniques may be warranted. While these tools come at a higher cost and require more operational support (such as dewatering and additional access points), the risk of failure may justify the investment. Pure offers its PureMFL solution to find and quantify wall loss in long reaches of metallic pipelines. External tools are also available should access be available. More detail is provided below for each of these techniques.

Discussion of Steel Pipe

Steel, as well as its precursor and component, iron, are widely used piping materials in the United States. Mild steel, in particular, has been used as a structural material because of its highly desirable physical properties, which include high strength, ability to yield or deflect while still supporting the full load, and resistance to shock. Steel's ductility, or its ability to yield without breaking, makes it an appealing choice as a piping material.

Some properties of steel, such as Young's modulus and Poisson's ratio, remain nearly the same for most grades of steel, at 30,000 ksi and 0.27, respectively. However, properties such as yield strength vary widely based on the chemical composition of the steel and the method of its production. Generally, increasing the carbon content of the steel will increase its yield strength, while cold forming the steel will decrease its overall ductility.

Steel Pipe Failure Modes

Most steel pipes are considered flexible, meaning that they have the ability to deform under a high load without a failure occurring. As such, the primary cause of failure in steel pipes is corrosion. Because the only structural component of a steel pipe is the steel itself, any loss of cross-sectional area due to corrosion has an immediate impact on the overall strength of the pipe. Damage to the exterior of a pipeline can be caused by a corrosive soil environment, while interior damage can be caused by the materials that the pipeline is transporting.

As more of the cross-sectional area is lost to corrosion, external loading and internal pressure along the pipeline cause deformation in the damaged pipe sections and additional stress is developed at the extreme inner and outer fibers of the cross section. This leads to cracks and leaking, which are the most common failures seen in a steel pipeline. Unless the pipeline is subjected to extremely high pressures, the pipe sections will tend to yield and leak rather than rupture, which provides the ability to mitigate the damage in a pipeline prior to a catastrophic failure.

While corrosion is the most common failure mechanism for steel pipes, other conditions do exist which can cause damage and distress to occur. Dents or gouges caused during production or installation of the pipe sections can create areas of localized damage in a pipeline before it is put into service. Steel pipe sections are also susceptible to damage caused by excessive loading. Overloading and buckling can become the governing design factors in a steel pipeline if the applied loads are high enough or the internal pressure is particularly low. Even though steel pipe is flexible, these conditions have the ability to cause extremely high deflections and ovality in a pipeline, which can lead to pipe failures. The following Approach has been developed for the City of Spokane to be applied to the subject Steel transmission mains, with the main failure modes and indicators in mind. A combination of the below technologies will provide the City with a comprehensive understanding of the current condition of their critical water pipelines, and an evaluation of that condition against operations and environmental realities, offering a defensible plan to address risk and manage the assets into the future.

TOOL AND TECHNOLOGY DESCRIPTIONS

Transient Pressure Monitoring

An important aspect of any pressure pipeline condition assessment is the evaluation of pipeline pressures, specifically transient pressures, and their impact on the structural capacity of a pipe. While most pipelines operate well below the design capacity of the particular pipe material, when pipe wall degradation due to various failure modes is combined with either the operational pressure and/or surge pressure, the likelihood of failure can be significantly increased.

Pure Technologies will furnish and install a transient pressure monitoring device on both lines during the time the site reconnaissance is performed. This will allow Pure Technologies an opportunity to have transient data in advance of the field inspection and incorporate the results in the final report.

The City will need to furnish a ¼" or ½" threaded outlet for attaching the transient pressure monitor.

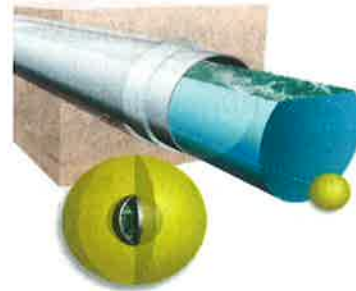


Transient Monitoring Event

SmartBall® Leak and Gas Pocket Detection

The SmartBall is a free-flowing tool used to conduct in-line leak and gas pocket screening in pressurized pipelines. It can complete long leak detection surveys in a single deployment without disruption to regular pipeline service. The tool is equipped with a highly sensitive acoustic sensor that is able to locate pinhole-sized leaks.

A SmartBall leak and gas pocket detection survey consists of inserting a foam ball with an inner aluminum alloy core containing an acoustic sensor and circuitry. The aluminum core is encapsulated inside the foam ball to provide the appropriate mass, size, and overall weight to allow the SmartBall tool to be propelled by the flow of the water in the pipeline. The foam ball also dampens any sound that the SmartBall tool might generate as it traverses the pipeline. During the survey, the acoustic sensor continuously records all acoustic activity in the pipeline. This data is then analyzed to determine the presence and location of any leaks or pockets of trapped gas.



SmartBall® Tool

An acoustic emitter within the SmartBall tool emits high frequency, timed, acoustic signals that are detected by proprietary SmartBall Receivers (SBRs) that are located on the surface. The SBRs track the SmartBall tool's movement and location, correlating its position at any time to provide accurate location information for acoustic events recorded during the survey. Once the SmartBall tool has traversed the entire pipeline length, it is typically captured and retrieved in a custom engineered net or screen.

The SmartBall assembly requires a minimum 4-inch flange opening with a full port valve for insertion into the pipeline. Once deployed, it can move through in-line valves, reducers and other fittings as well as navigate turns and profile changes.

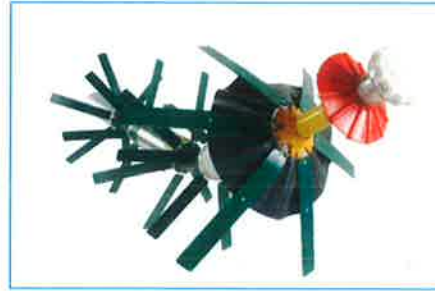
Electromagnetic Inspection

Pure's electromagnetic inspection technique is a non-destructive, in-line assessment technology that provides the location and quantity of relative wall thickness data for the steel cylinder along the circumferential and axial direction of each pipe. The data provides these defect locations in a pipe-by-pipe format along the transmission main alignment. Pure has applied the electromagnetic technology to its established fleet of free-swimming, robotic, and manned inspection platforms, making it available in a convenient and economical manner. For the configuration and size of pipe that make up the 57th Ave and Manito Transmission Mains, the Enhanced EM can be deployed using a free-swimming tool for both mains.

Free-Swimming PipeDiver®-18-inch through 30-inch pipeline inspections

The PipeDiver platform is ideal for critical water and wastewater pipelines that cannot be removed from service due to lack of redundancy, limited access or operational constraints, it is a good fit for the critical mains the City is looking to inspect. It

is a free swimming tool that traverses a pipeline utilizing product flow and



is tracked above ground in real time. The PipeDiver tool requires only a single point of access for entry and a single point for retrieval.

Strengths:

- Able to inspect steel, ductile iron, bar-wrapped and prestressed concrete pipes
- Able to inspect metallic pipes up to 48 inches
- Little to no disruption to regular pipeline service- contingent upon insertion and extraction access details
- Able to detect defects and areas of corrosion
- Access through hot taps, open channels or tanks/reservoirs is possible if necessary
- Long inspection distances can be covered in a single deployment
- Tracked above ground in real-time
- Can be utilized in raw water/ potable and wastewater pipelines

Considerations and requirements for free-swimming inspections

1. Provide (as available) all lay sheets, plan and profile drawings, manufacturing details, operating history, past condition data, pipe failure data, and repair history, flow data, and pressure data.
2. Have City staff available who are familiar with the pipeline system during Pure's site reconnaissance and field work.
3. Notify landowners as required to facilitate access before, during and after inspection work.
4. Provide access to manholes and pipeline alignment during site visit and during inspection.



5. Provide safe access to the pipeline prior to inspection for installation of tracking sensors, as well as during inspection.
6. Provide traffic control (if needed).
7. Isolate line to ensure flow of tool from insertion to extraction, this may include the temporary closure of laterals
8. Provide flow of minimum 1 foot per second
9. PipeDiver requires redundant passes when inspecting steel. This will guide the decisions of where to place access manholes for insertion and extraction

PipeDiver insertion and extraction Options- Note that these options may change or additional options may arise upon the completion of a thorough site visit to be scheduled as soon as possible after

57th Avenue Transmission Main

Insertion

Option 1:

Flow would need to be set for inspecting the line from east to west.

Further details of the reservoirs have been provided however a definitive location for inserting PipeDiver is not yet known. There is a 12-inch side outlet shown in the Figure 1 below which may be a potential insertion point. There are a couple unknowns however: What is the measurement from the 12-inch valve to the connection point of the mainline? Anything longer than 18" may not allow the tool to insert. Also, it is important to determine if the 12-inch line can be isolated. If so, a spool piece would also need to be removed past the 12-inch valve, and using the 12-inch line for insertion would require excavating to expose the valve.



Excavate just downstream of the 42"x30" transition (near the 12-inch outlet mentioned above) and install a new tap located on top of the pipeline. The size of the tap should be at a minimum of 14" or larger. See Figure 2 below.



Extraction

Option 1:

Install tow new taps. The first, to be located near the intersection of E57th Avenue and S Crestline Street, will be necessary to capture the PipeDiver configured for 30-inch and 24-inch sections- the tool will need to be extracted prior to entering the 18-inch sections. This access point will subsequently be used to insert the tool as configured for inspection of the 18-inch section (~2450 feet) and a third extraction tap would need to be installed downstream of the second inline 18-inch GV. The exact location of this tap will be negotiated and determined following a site visit to discuss the best plan of action with the City.

Manito Transmission Main

Option 1:

This option has flow traveling from south to north.

Insertion

Install a new tap located north of the valve at Manito Blvd and 33rd Avenue for inserting the PipeDiver. The size of the tap should be at a minimum of 14" or larger. See Figure 3 below.

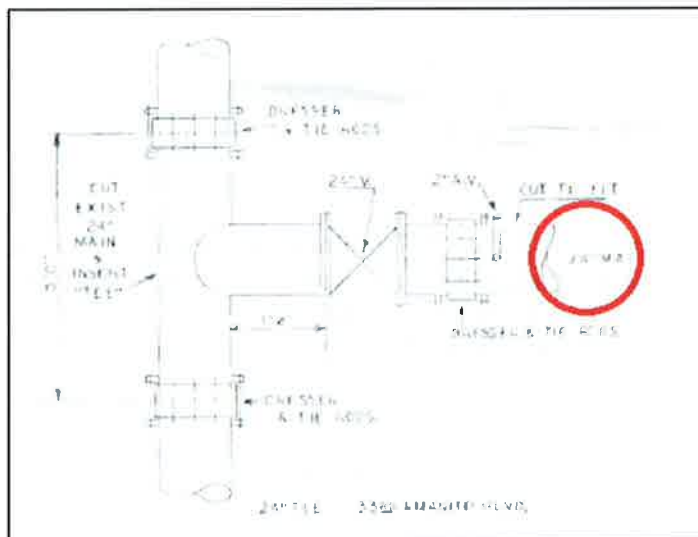


Figure 3: New Tap just north of 24-inch isolation valve at 33rd Ave and Manito Blvd

With the new drawings provided, the intended extraction point would be at the manifold shown below in Figure 4 near 14th Avenue and Grand Blvd.

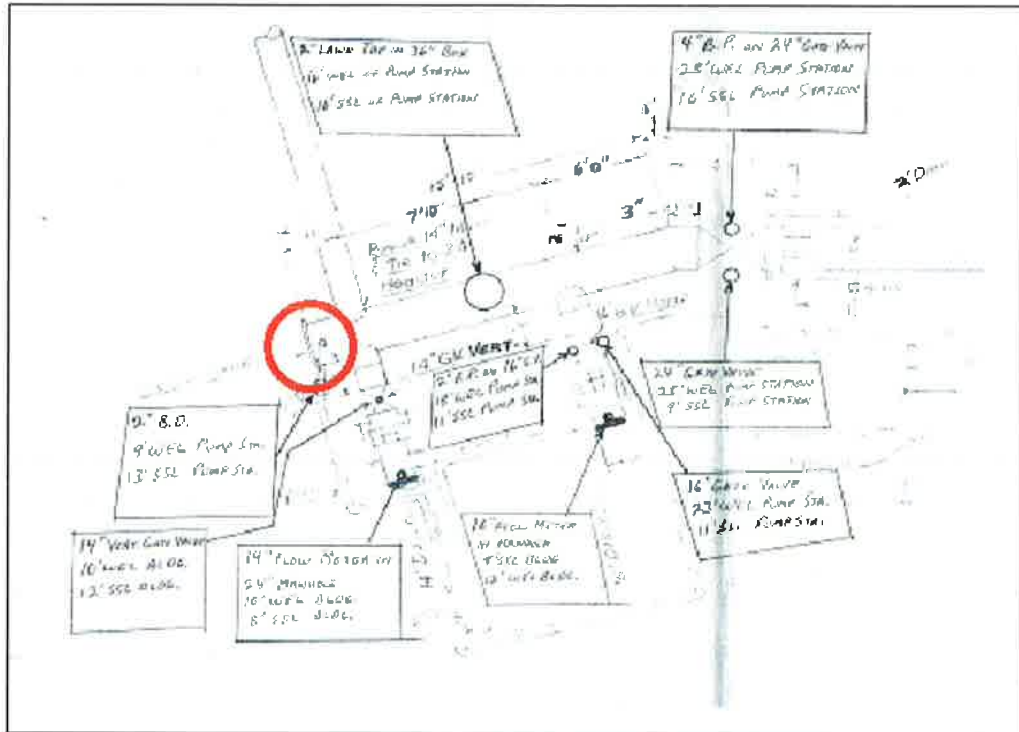


Figure 4: Header manifold at 14th Ave and Grand

According to the drawings, the site would likely require excavation in order to access the manifold. The likely location of removing the PipeDiver would be the blind flange at the end of the manifold. If necessary to avoid dewatering a majority of the pipeline, a new tap on top of the line could also be installed anywhere on the manifold.

Option 2:

This option has the flow traveling from north to south.

Insertion

Excavation of the manifold at the pump station/reservoir near 14th Avenue and Grand Blvd. Removal of the blind flange at the end for insertion or potentially through one of the

pump offtakes (see Figure 4). If necessary to avoid dewatering a majority of the pipeline, a new tap on top of the line could also be installed anywhere on the manifold.

Extraction

Drawings provided show the pipeline continuing east at 33rd Ave and Manito Blvd. Due to an unfavorable TEE shown in Figure 5 below, it is unlikely the PipeDiver would turn north into the reservoir tanks at 33rd and Lamonte. As it stands, the likely extraction point would be at a new tap between 33rd Ave/Manito Blvd and 33rd Ave/Lamonte St.

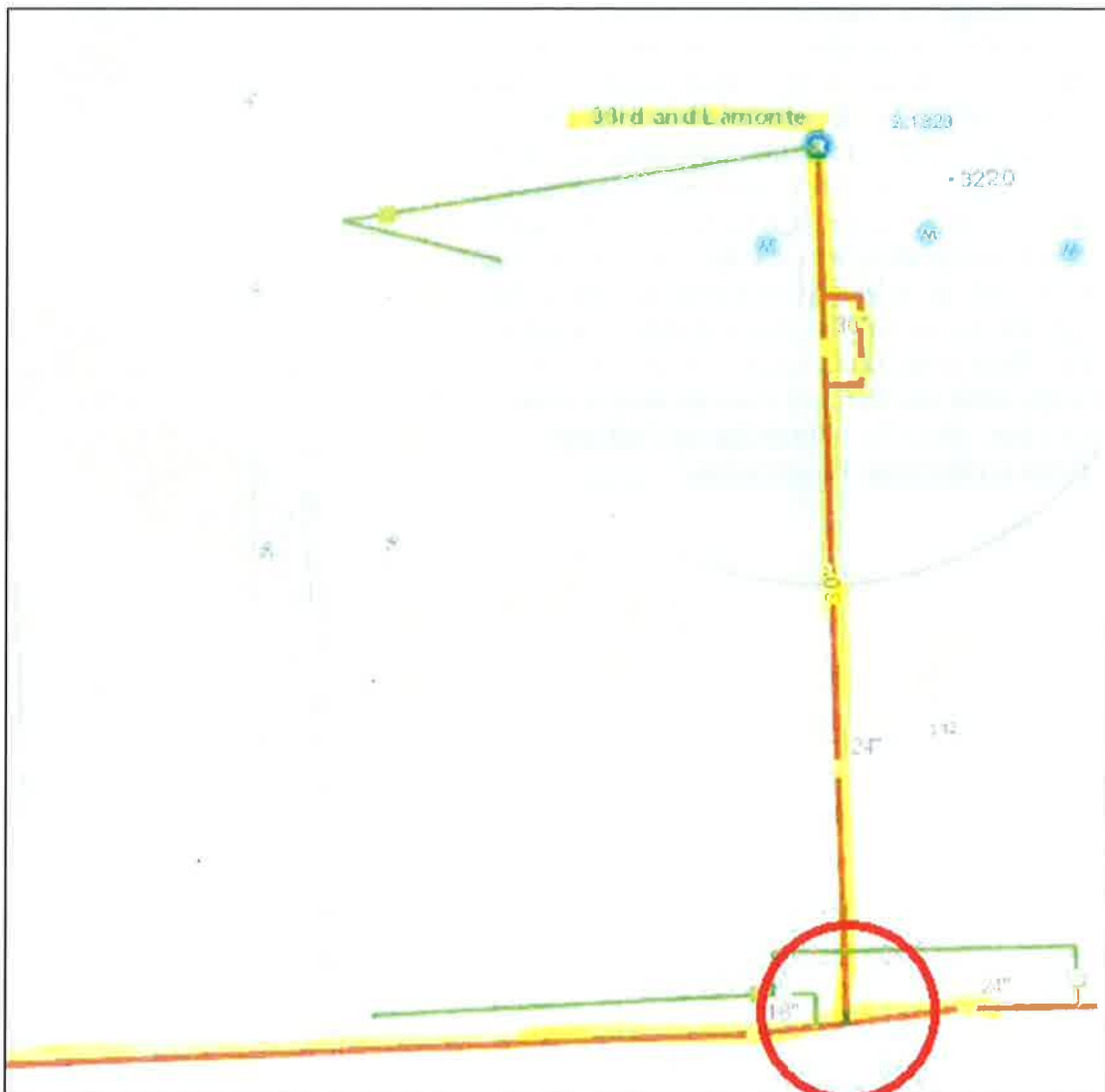
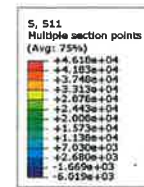


Figure 5: Unfavorable TEE which PipeDiver will likely not pass

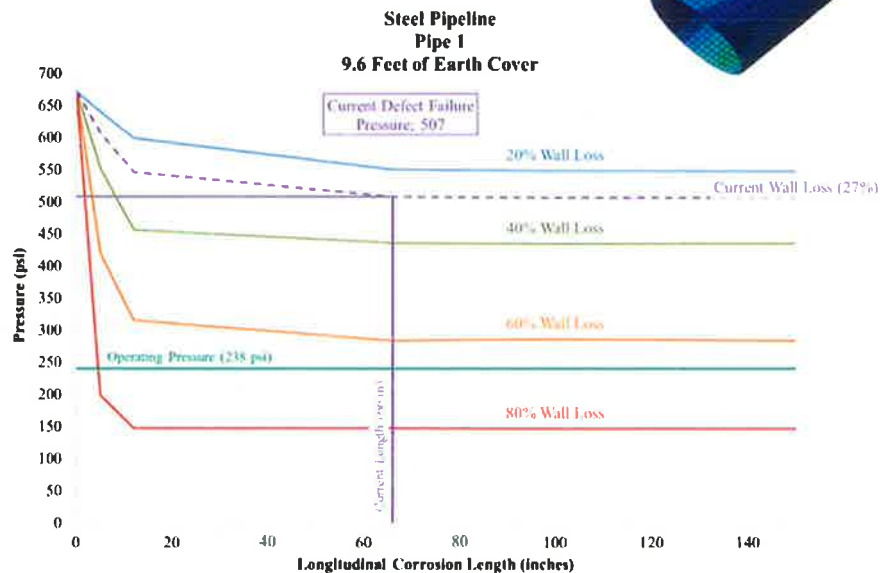
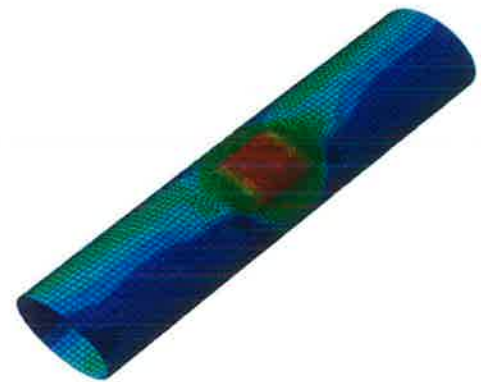
Condition Assessment, Risk Analysis and Repair Recommendations

While the inspection technologies described above will provide data for location and relative severity of corrosion, the challenge associated with assessing and managing Steel pipelines is determining how much corrosion creates an unacceptable level of risk - thereby requiring repair and/or replacement actions.

Pure Technologies has developed an innovative approach for condition based pipeline management using structural models along with hydraulic evaluation data, ultimately delivering a comprehensive decision making tool – a Pipe Performance Curve - for the management of a Steel pressure main. The Pipe Performance Curve plots corrosion versus pressure (operating plus surge), allowing the Client to understand when a pipe has exceeded yield in the steel and is trending towards failure (ultimate). Although corrosion may be present, this may not require the immediate rehabilitation or replacement of the pipe section allowing the Client to manage and/or monitor the deterioration, therefore focusing critical resources on higher risk areas of the infrastructure.

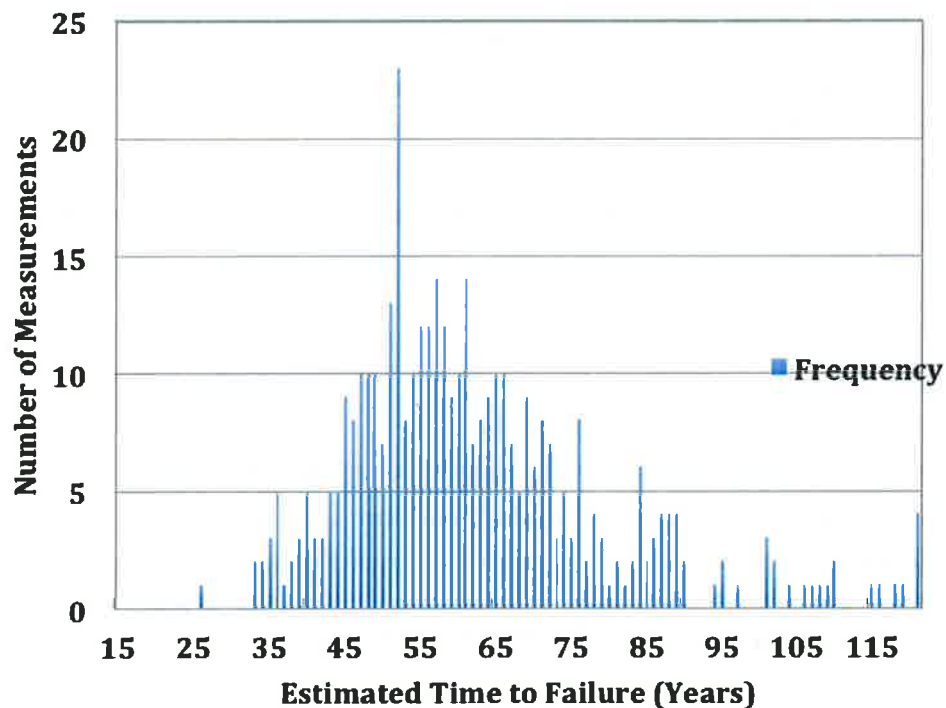


Pipe Wall FEA Modeling



Life-Cycle Analysis

By combining the structural analysis with condition data, estimates of when the pipeline should next be inspected along with a remaining service life of the asset can be completed. To do this, Pure has developed a statistical simulation that utilizes failure history, inspection data, and structural analysis. An example of the output of this model is shown in the figure below, which shows the number of failures predicted (y-axis) by year into the future (x-axis). The simulation data indicates that based on the data collected, no failures are expected to occur for at least 25 years. However, Pure always recommends that remaining useful life estimates should be used as guidance for re-inspection interval planning as collection of subsequent condition data can be used to better refine the asset life estimates. Once another inspection is completed, the data collected in that inspection should be analyzed in conjunction with the data presented in this report to provide a more accurate and robust remaining useful life evaluation. In the example below, re-inspection was recommended within 10 years from the original data collection (based on condition, failure history, and budget).



Monte Carlo Simulations and Finite Element Analysis can provide estimates of the remaining useful life



The culmination of this phase will be to submit a condition assessment report identifying distressed pipes of concern (based on likelihood of failure) and recommendations. Pure Technologies will also conduct a workshop in conjunction with the City to review all inspection and structural evaluation findings and recommendations.

APPROACH

Pure Technologies recommends the following proposed scope of work, utilizing the technologies and methodologies described above:

1. Perform Site Visit and Prepare Planning Documents.
2. Install Transient Pressure Monitors
3. Spokane performs any civil modifications required to accommodate the chosen technology/technologies
4. Perform SmartBall leak and air pocket detection survey
5. Under the same mobilization as SmartBall perform PipeDiver inspection
6. Deliver Draft technology reports within 60 days of completion of site work- contingent upon damage found, determine scope of structural evaluation.
7. Comments on the drafts shall be submitted to Pure Technologies no later than 60 days after initial submissions to the City.
8. Provide draft engineering report 40-60 days following determination of scope.
9. Final Report and Workshop to be provided no later than 30 days following the receipt of comments from the City.

Deliverables

Deliverables include the Following Documents:

- 1) Two planning documents- one per technology covering both lines
- 2) Four technology reports- one per technology per line
- 3) One Engineering Evaluation and Recommendations Report- to incorporate Transient Pressure Monitoring Data, Inspection Data, Structural evaluations and any and all pertinent information gathered throughout the duration of the project.

Pure anticipates a minimum of three in person visits including but not limited to:

- 1) Site visit for reconnaissance and planning purposes
- 2) Mobilization to site for inspection execution

3) Final recommendations workshop

Budgetary FEE SCHEDULE

Item #	Description	Unit	Unit Price
1.	Preliminary Screening Technology		
1.a	Transient Pressure Monitoring	Lump Sum	\$9,000
2.	Free-Swimming leak/air pocket detection survey using SmartBall		
2.a	Initial Planning, site reconnaissance, planning document	Lump Sum	\$10,000
2.b	Mobilization including travel, equipment, data analysis	Lump Sum	\$15,000
2.c	Technology Fee (minimum 1 mile)		
	1 to 5 miles under single mobilization	Per Foot	\$2.27
2.d	Reinsertion Fee	Per Reinsertion	\$5,000
2.e	Technology Report	Per Report	\$10,000
3.	Free-Swimming corrosion detection survey using PipeDiver EM		
3.a	Initial Planning, site reconnaissance, planning document	Lump Sum	\$20,000
3.b	Mobilization including travel, equipment, data analysis	Lump Sum	\$55,000
3.c	Technology Fee (minimum 1 mile)		
	1 to 5 miles under single mobilization	Per Foot	\$14.20
3.d	Reinsertion Fee	Per Reinsertion	\$5,000
3.e	Technology Report	Per Report	\$10,000
4.	Engineering Evaluation and Recommendations		
4.a	Structural Analysis	Per Curve (1 curve per pipe class with damage)	\$8,000
4.b	In-situ forensic evaluation - Includes Soil & Water Analysis, Visual Inspection of Pipe, Material Sampling and Pipe Wall Thickness Measurements	Per In-situ Evaluation	TBD (Contingent upon damage found)



4.c	Final Engineering Report and Workshop incorporating Lifecycle analysis, Structural evaluation, repair, replacement, re-inspection recommendations.	Per Report	TBD (\$15k-30k- scope contingent upon damage found)
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***Notes-**

- i) Pricing does not include costs of potholing or tapping if necessary
- ii) Pricing assumes work is done under one mobilization
- iii) Does not include cost of excavation for validation/calibration if necessary

Assumptions and Budgetary Notes:

1. The budget assumes that work can commence upon arrival and be executed until the work is complete. Thus, all preparation work should be performed prior to Pure Technologies arrival.
2. The proposed billing schedule is: 20% upon submission of planning document, 60% upon completion of field work, 10% upon submission of draft report, and the final 10% upon submission of the final report
3. The proposed fee schedule is based on the City providing appropriate access for the chosen technologies.
4. Inspection schedules will be mutually determined by the City and Pure Technologies.
5. Taxes are not included in this proposal.
6. Standby rates: If delays occur due to parties other than Pure, Pure shall be reimbursed for the delay at a rate of \$1500 per day per person. Contingent upon technology used, further charges may apply
7. Pricing is subject to further review of additional drawings and site visit to establish insertion and extraction access as well as tracking locations.

Please feel free to call me with any questions-

Logan Fesenmair-Black

559.999.9665

CC: Jeanne L. Finger, P.E.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMA, Inc. - Colorado Division 1705 17th Street Suite 100 Denver, CO 80202	1-303-534-4567	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: denaccounttechs@imacorp.com	FAX (A/C, No):
INSURED Pure Technologies U.S. Inc.; PureHM US Inc.; Jason Consultants, LLC; Pure Holding Inc.; Pure Engineering Services Inc. 8920 State Route 108, Suite D Columbia, MD 21045		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: ACE AMER INS CO	22667
		INSURER B: LIBERTY MUT INS CO	23043
		INSURER C: LIBERTY MUT FIRE INS CO	23035
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 47134053

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sudden & Acc. Poll. <input checked="" type="checkbox"/> XCU Not Excluded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OGLG24995896	12/31/15	12/31/16	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			AS1B71170821055	12/31/15	12/31/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC2B71170821045	12/31/15	12/31/16	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City, its officers and employees are included as Additional Insureds on the General and Automobile Liability Policies if required by written contract or agreement subject to the policy terms and conditions.

CERTIFICATE HOLDER

CITY OF SPOKANE WATER AND HYDROELECTRIC DEPARTMENT 914 East North Foothills Drive Spokane, WA 99207 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
06/16/2016

NAME OF INSURED: Pure Technologies U.S. Inc.; PureHM US Inc.; Jason
Consultants, LLC; Pure Holding Inc.; Pure Engineering

Additional Description of Operations/Remarks from Page 1:

Additional Information:

Errors & Omissions Liability:

Policy #EONG25566087002 Effective Dates: 12/31/15-12/31/16 Insurer A: See Above
\$5,000,000 Each Claim; \$5,000,000 Aggregate; \$250,000 SIR; Retro Date: 05/23/03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

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SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
- (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$750 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
- (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE- ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or

2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

- B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

18. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - 1. You, if you are an individual;
 - 2. A partner, if you are a partnership;
 - 3. Member, if you are a limited liability company;
 - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

19. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.5.**, Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

20. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

21. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

22. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

NOTICE OF CANCELLATION

We will not cancel this policy until written notice of cancellation has been delivered to those scheduled below at least:

- a) 10 days before the effective date of cancellation, if we cancel for non-payment of premium, fraud, or misrepresentation; or
- b) 60 days before the effective date of the cancellation if we cancel the insurance afforded by this policy for any other reason.

Failure to provide notice under this endorsement will not affect the validity of the cancellation except as it relates to the person or organization listed below.

NAME

Pure Technologies US Inc

ADDRESS

Attn: Geoffery Krause
3rd Floor, 705-11th Avenue SW
Calgary AB T2R 0E3
Canada

In no event will the notification be less than the minimum days required for notification by state statute. Notification will be provided to all parties in a manner as required by state statute, if any.

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WC2-B71-170821-045 Effective Date Premium \$

Issued to Pure Technologies US Inc.

**Agenda Sheet for City Council Meeting of:**

08/08/2016

Date Rec'd

6/28/2016

Clerk's File #

RES 2016-0069

Renews #**Cross Ref #****Submitting Dept**

PARKS & RECREATION

Contact Name/Phone

LEROY EADIE 509-625-6204

Project #**Contact E-Mail**

LEADIE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolution

Requisition #**Agenda Item Name**1400 PARKS AND RECREATION BUDGET/FINANCE DIRECTOR POSITION
APPOINTMENT**Agenda Wording**

Parks and Recreation Division recommends Mark Buening to fill the position of Parks Budget/Finance Director. Following a three-round interview process, we have concluded Mr. Buening is the most qualified candidate for the position.

Summary (Background)

The interview process included phone and face-to-face interviews. The interview panel included representatives from Parks and Recreation, Accounting and Human Resources. The final phase involved a one-on-one interview with Mayor Condon. Mr. Buening was the first recommendation from the interview panel and received the Mayor's recommendation.

Fiscal Impact**Budget Account**

Expense \$ 92206.08

1400-30210-76150-08660-99999

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

CONLEY, JASON K.

Study Session**Division Director**

CONLEY, JASON K.

Other**Finance**

DAVIS, LEONARD

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WHITNEY, TYLER

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Additional Approvals

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Purchasing

RESOLUTION 2016-0069

A Resolution approving the appointment of Mark Buening as the Parks and Recreation Budget and Finance Director for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads, subject to the approval of the City Council; and

WHEREAS, Section 5.2.6 of the City Council Rules of Procedure states that the approval of the appointment of department heads shall be by Resolution; and

WHEREAS, after full consideration, Mayor David Condon has appointed Mr. Buening as the Parks and Recreation Budget and Finance Director for the City of Spokane—

NOW, THEREFORE,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Mark Buening as the Parks and Recreation Budget and Finance Director for the City of Spokane.

ADOPTED BY THE CITY COUNCIL ON _____, 2016

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council Meeting of:**

07/25/2016

Date Rec'd

7/5/2016

Clerk's File #

ORD C35250

Renews #**Submitting Dept**

DEVELOPER SERVICES CENTER

Contact Name/Phone

ELDON BROWN 625-6305

Contact E-Mail

EBROWN@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

4700 - STREET VACATION ORDINANCE - SCOTT STREET

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

An ordinance amending C35250 vacating the alley between Garfield Street and Scott Street from the south line of 43rd Avenue to the north line of 44th Avenue. (Southgate Neighborhood Council)

Summary (Background)

City Council approved the Vacation on April 27, 2015 subject to conditions needing to be met prior to the final reading of Ordinance. At that council meeting the ordinance was read for the first time. Since that time the applicant has decided not to privatize the public sewer main so an easement will be retained for the City. Additionally Avista and Comcast now need to retain easements for their facilities in the alley.

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals**Dept Head**

BECKER, KRIS

Division Director

MALLAHAN, JONATHAN

Finance

KECK, KATHLEEN

Legal

RICHMAN, JAMES

For the Mayor

WHITNEY, TYLER

Council Notifications**Study Session****Other**

PCED 3/2/15

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City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35250

An ordinance vacating the alley between Garfield Street and Scott Street from the south line of 43rd Avenue to the north line of 44th Ave.

WHEREAS, a petition for the vacation of the alley between Garfield Street and Scott Street from the south line of 43rd Avenue to the north line of 44th Avenue has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the alley between Garfield Street and Scott Street from the south line of 43rd Avenue to the north line of 44th Ave in the Southeast Quarter of Section 32, T25N, R43E, W.M., Spokane, Washington is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the **Entire north 20 feet of the vacated area for the utility service of the City of Spokane, Comcast and Avista** to protect existing utilities.

Section 3. In accordance with the Permit to Enter agreement with Black & Warrick, LLC dated January 7, 2015, the City suspends the provision to charge the appraised valuation for the vacated land in exchange for the use of a portion of parcel number 35324.3101 as a temporary construction easement for a CSO Tank to be installed in the public right-of-way adjacent to the property.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

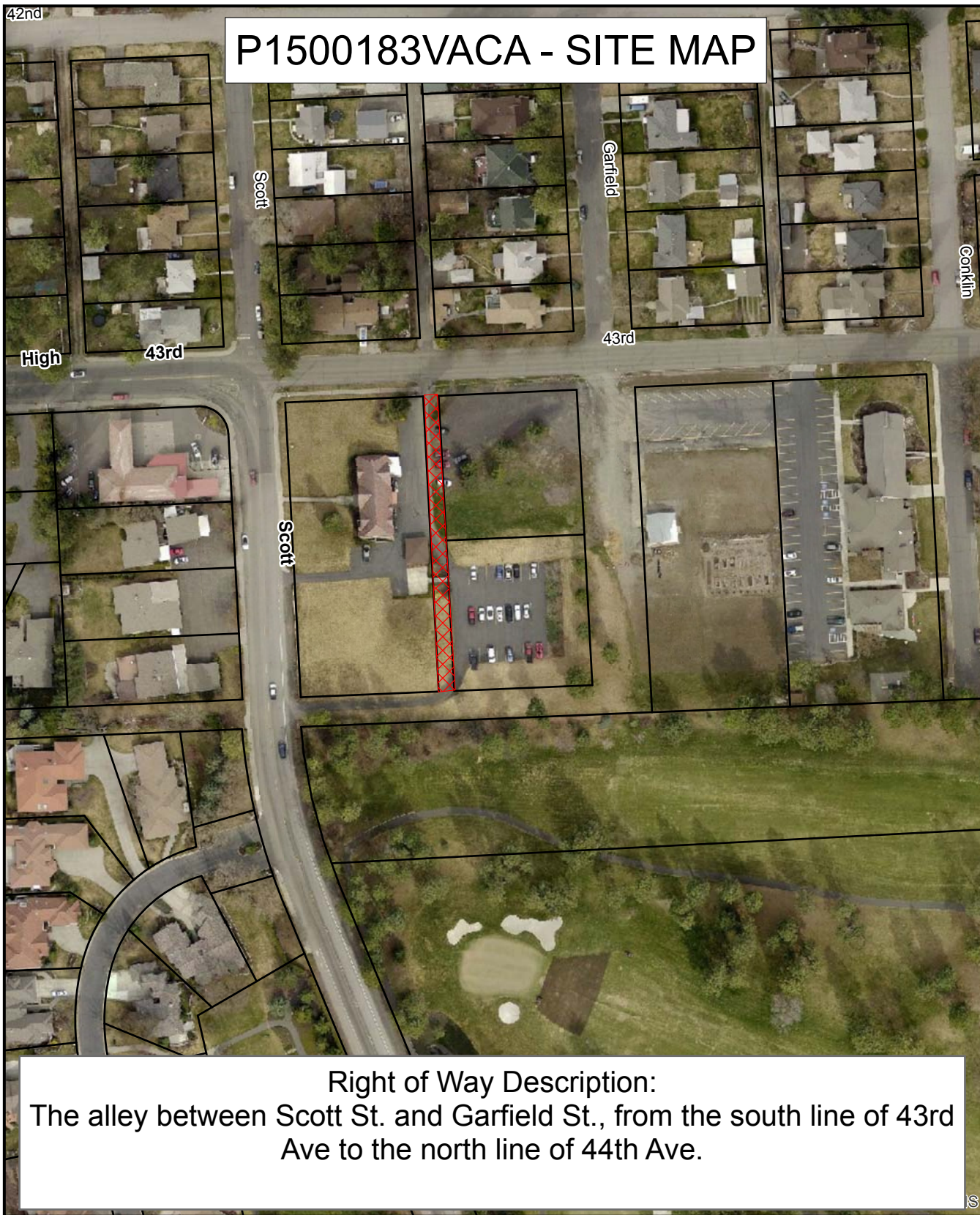
Date: _____

Effective Date: _____

stvac\ 43rd 44th Alley Ordinance

42nd

P1500183VACA - SITE MAP



Right of Way Description:
The alley between Scott St. and Garfield St., from the south line of 43rd Ave to the north line of 44th Ave.

Disclaimer: This is not a legal document: The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc.
Not suitable for design purposes.

80 40 0 80 160 Feet



AREA

COSGIS
City of Spokane GIS

**Agenda Sheet for City Council Meeting of:**

07/25/2016

Date Rec'd

7/13/2016

Clerk's File #

ORD C35420

Renews #**Submitting Dept**

FINANCE & ADMIN

Cross Ref #**Contact Name/Phone**

GAVIN COOLEY X6586

Project #**Contact E-Mail**

GCOOLEY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

5600-ORDINANCE TO AMEND SMC 07.08

Agenda Wording

An ordinance relating to special revenue funds, amending SMC sections 07.08.130 and adding a new section to be numbered 07.08.150.

Summary (Background)

This ordinance establishes the special revenue fund that is related to the financing/accounting for Projects of Citywide Significance Program. This ordinance also amends SMC 07.08.130, which will allow for use of the monetized savings related to the refinance of the LTGO 2005B bonds. The reductions of the debt service may be utilized for economic development purposes.

Fiscal Impact**Budget Account**

Neutral \$ n/a

n/a

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

BUSTOS, KIM

Study Session

Finance Comm 07/11/16

Division Director

DUNIVANT, TIMOTHY

Other**Finance**

KECK, KATHLEEN

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For the Mayor


WHITNEY, TYLER

Gavin Cooley gcooley@spokanecity.org

Additional Approvals

Kim Bustos kbustos@spokanecity.org

Purchasing

 Agenda Sheet for City Council Meeting of: 07/25/2016		Date Rec'd	7/13/2016
		Clerk's File #	ORD C35420
		Renews #	
Submitting Dept	FINANCE & ADMIN	Cross Ref #	
Contact Name/Phone	GAVIN COOLEY X6586	Project #	
Contact E-Mail	GCOOLEY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	5600-ORDINANCE TO AMEND SMC 07.08		
<u>Agenda Wording</u>			
An ordinance relating to special revenue funds, amending SMC sections 07.08.130 and adding a new section to be numbered 07.08.150.			
<u>Summary (Background)</u>			
This ordinance establishes the special revenue fund that is related to the financing/accounting for Projects of Citywide Significance Program. This ordinance also amends SMC 07.08.130, which will allow for use of the monetized savings related to the refinance of the LTGO 2005B bonds. The reductions of the debt service may be utilized for economic development purposes.			
<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$ n/a	# n/a	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BUSTOS, KIM	<u>Study Session</u>	Finance Comm 07/11/16
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Andrew Worlock aworlock@spokanecity.org	
<u>For the Mayor</u>	WHITNEY, TYLER	Gavin Cooley gcooley@spokanecity.org	
<u>Additional Approvals</u>		Kim Bustos kbustos@spokanecity.org	
<u>Purchasing</u>			

ORDINANCE NO. C35420

An ordinance relating to special revenue funds, amending SMC sections 07.08.130 and adding a new section to be numbered 07.08.150.

The City of Spokane does ordain:

Section 1. That SMC section 07.08.130 is amended to read as follows:

07.08.130 Parking System Fund

- A. There is created and shall be maintained in the office of the City Treasurer a special revenue fund designated the “parking system fund.” All City parking revenue from on and off street meter systems, miscellaneous parking fees, permits, etc., along with other sums appropriated in the budget from the City general fund shall be deposited into the fund upon receipt. One hundred percent (100%) of the total amount of the parking infraction revenue collected, less the expenditures of the municipal court parking violations program from the prior calendar year, will be transferred from the general fund to the parking system fund.
- B. Money deposited into the fund shall be accumulated or expended to pay for operations and maintenance of the parking system, to include parking enforcement and collections, the parking violation system and to maintain, improve, and enhance the customer environment in those areas where parking revenue is generated within the City.
- C. City Council priorities for expenditures from the parking system fund are parking system investments, parking environment improvements, administration, and safety and security of the parking system. For purposes of this section, “parking environment” shall mean all infrastructure in the public right-of-way that contributes to the interface between the downtown resident, visitor or worker and the downtown built environment. This infrastructure includes, but is not limited to, parking stalls, payment systems, parking asset management, streetscapes (including landscaping and pedestrian lighting investments), street furniture, wayfinding systems, public safety, vehicle, bicycle, and pedestrian rights-of-way, public spaces, gateways and all other aspects of downtown common areas, which contribute to the overall experience of downtown.
- D. Parking Advisory Committee.
 - 1. A thirteen-member parking advisory committee will be created to advise the City on investments in the parking environment, policy, and rate-setting as informed by the downtown parking study. The committee shall be facilitated by Business Improvement District staff and shall be

composed of the following stakeholders to be appointed by the City Council: one (1) downtown property owner, one (1) owner of a large downtown business, one (1) owner of a downtown small business, one (1) resident of downtown, one (1) downtown worker, one (1) designee from Spokane Transit Authority, one (1) representative of the Arts community; three (3) members chosen at the discretion of the Business Improvement District; two (2) city council members in non-voting, *ex officio* roles; and the (1) Parking Services Manager in a non-voting, *ex officio* role. The committee members shall serve staggered terms of three (3) years. The committee chair shall be elected by a vote of the committee and shall serve a (1) year term, however, the Committee may vote to extend the chairperson's term by (1) additional year.

2. The Committee shall propose to the City Council, on an annual basis, a set of recommended projects to improve the downtown parking environment, guidance on parking rate-setting, and other public policy recommendations concerning the downtown parking system, as well as a description and analysis of the outcomes of the prior years' parking fund investments.
3. In forming its recommendations, the Parking Advisory Committee shall observe the following process:
 - a. City Council and the City administration, through their *ex-officio* Committee positions, shall provide the Committee with priorities for the Committee's consideration during their annual project planning process.
 - b. With consideration given to the input received in this process from City Council and the Administration, The Committee shall develop an annual recommended budget and capital project list for the parking system fund. This list will be presented to the City Council on or before November 1 of each year. The City Council shall then consider for approval the list of projects and recommended investments as part of the normal annual budget process. Projects will be placed in the six-year capital program as needed.
 - c. The ~~((the))~~ parking advisory committee, in collaboration with City Council and staff Committee designees, will develop a set of indicators that will track downtown vitality as a result of improvements made from parking system fund investments. These data will be available in the annual report.
 - d. Notwithstanding any other recommendations or policy suggestions, the committee shall include the following goals in its report and track their progress: (1) the establishment of a parking system fund

reserve of \$500,000, and (2) the set-aside of not less than ten percent (10%) of the parking system fund for the support of emergency projects in the downtown parking environment.

- E. Any available parking funds must first be used to cover the debt service on Series 2005B LTGO bonds (Bonds) or any subsequent refinancing of these bonds. In the event the Bonds are refinanced and result in a reduction of remaining debt service, said reductions may be utilized for economic development purposes in the City subject to City Council Resolution.

Section 2. That a new section be added to ch. 07.08 to be numbered SMC section 07.08.150 to read as follows:

07.08.150 Financial Partnership Portfolio Fund

- A. There is established a special revenue fund to be known as the “financial partnership portfolio fund” into which shall be deposited funds designated by the city council for economic development under the Projects of Citywide Significance program.
- B. Money in this fund is disbursed under approved agreements in accordance with the Projects of Citywide Significance program.

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council Meeting of:**

08/08/2016

Date Rec'd

7/27/2016

Clerk's File #

ORD C35424

Renews #**Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

CITY COUNCIL

Contact Name/Phone

KAREN STRATTON 6291

Contact E-Mail

KSTRATTON@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

AN ORDINANCE RELATING TO THE ANNUAL BUDGET PROCESS

Agenda Wording

An ordinance relating to the annual budget; amending section 07.09.010 of the Spokane Municipal Code; enacting a new section 07.09.015 of the Spokane Municipal Code.

Summary (Background)

This proposed ordinance would amend SMC 07.09.010 to clarify the required approvals for intrafund budget transfers. It would also enact a new section 07.09.015 to require that intrafund transfers of job positions must be accompanied by a transfer of the funds budgeted for that position by emergency budget ordinance enacted by the City Council, and to clarify that the transfer of classified personnel must be done under Civil Service rules.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

STUCKART, BEN

Study Session**Division Director****Other**

Finance Comm: 8/8/2016

Finance

DAVIS, LEONARD

Distribution List**Legal**

WHALEY, HUNT

For the Mayor

WHITNEY, TYLER

Additional Approvals**Purchasing**

ORDINANCE NO. C35424

An ordinance relating to the annual budget; amending section 07.09.010 of the Spokane Municipal Code; enacting a new section 07.09.015 of the Spokane Municipal Code.

WHEREAS, the annual City Council process for establishing the City's budget ensures the fiscally responsible use of taxpayer funds; and

WHEREAS, the City Charter mandates that the establishment, funding, and staffing of each City department is done annually in the budget process by ordinance; and

WHEREAS, since at least 2012, there have been instances when employees in positions funded by the annual City Council approved budget have been transferred into different departments outside the required budget process; and

WHEREAS, under that practice, the employee's former department continued to pay the transferred employee's salary for work in the new department, either directly or via the former department "billing" the new department, also outside the budget process; and

WHEREAS, the use of this practice has been increasing and is inconsistent with the City Charter, including provisions relating to Civil Service under Article VI; and

WHEREAS, legislative action is needed to reaffirm the City Council's role in the creation, funding and staffing of City departments in the budget process as mandated by the City Charter and to prevent further unauthorized use of City funds; and

WHEREAS, the City Council finds that this legislative action to enforce and reaffirm the requirements of the annual budget process is central and essential for the immediate support of City government and its existing public institutions within the meaning of Section 19 of the City Charter.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 07.09.010 of the Spokane Municipal Code is amended to read as follows:

Section 07.09.010 Permitted When

- A. Intrafund budget transfers may be made during the current fiscal year by order of the mayor, or in the library fund by the library director, or in the park fund by the director of parks and recreation((-)); ~~((Provided))~~provided, however, that the following transfers shall not occur unless ~~((be))~~ approved by an ordinance

passed by the vote of one more than the majority of all members of the city council:

1. The creation or abolishment of employee positions, except for:
 - a. classified employee positions which are created or abolished solely for the purpose of downgrading a specific position in order to hire at a lower level of the classification; or
 - b. progressive promotions, certification advancements or position reclassifications of classified employees governed by civil service rules or bargaining unit contracts.
 2. The decrease, revocation or recall of all or any portion of the total appropriations provided for any one fund.
 3. All transfers from a budgeted line-item to a defunded line item as adopted by the City Council.
 4. Emergencies as specified in state law or City charter.
- B. Provided, further, that the following transfers shall be approved by ordinance passed by a majority of all members of the city council:
1. Changes to the wages, hours and conditions of employment of appointive employees.
 2. Adjustments to the salary or compensation of City officers, assistants and employees.

~~((C. The city council shall approve any regulations implementing this section.))~~

Section 2. That there is enacted a new section 07.09.015 of the Spokane Municipal Code to read as follows:

Section 07.09.015 Personnel/Position Transfers.

- A. Transfer of all classified personnel shall be accomplished pursuant to the City's civil service rules.
- B. The elimination of a position in a department which accompanies, precedes, or results in the transfer of that position to another department shall be accompanied by an interfund transfer of the budgeted funds for the transferred employee's position from the former department to the new department.
- C. Inter-departmental transfers of job positions and interfund transfers, as described in this section, outside of the annual budget process as described in Section 25 of the City Charter, SMC 07.15.005, and chapter 35.33, RCW, shall not occur unless the City Council approves an emergency budget ordinance to accomplish the transfer.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
08/08/2016

Date Rec'd	7/22/2016
Clerk's File #	ORD C35422
Renews #	

Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ELDON BROWN 625-6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Hearings	Requisition #	
Agenda Item Name	4700 - HEARING - VACATION OF MYRTLE STREET		

Agenda Wording

Vacation of Myrtle Street between Sprague Avenue and the railroad right-of-way. (East Central Neighborhood Council)

Summary (Background)

At its legislative session held on July 11, 2016, the City Council set a hearing on the above vacation for August 8, 2016. Staff has solicited responses from all concerned parties.

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	BECKER, KRIS	Study Session	
Division Director	MALLAHAN, JONATHAN	Other	PED 6/20/16
Finance	DAVIS, LEONARD	Distribution List	
Legal	RICHMAN, JAMES	Engineering Admin	
For the Mayor	WHITNEY, TYLER	edjohnson@spokanecity.org	
Additional Approvals		ebrown@spokanecity.org	
Purchasing		sbishop@spokanecity.org	
		htrautman@spokanecity.org	

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35422

An ordinance vacating Myrtle Street from the north line of Sprague Avenue to the south line of the railroad right-of-way;

WHEREAS, a petition for the vacation of Myrtle Street from the north line of Sprague Avenue to the south line of the railroad right-of-way has been filed with the City Clerk representing 100.00% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Myrtle Street from the north line of Sprague Avenue to the south line of the railroad right-of-way, in the southeast quarter of Section 15, Township 25 North, Range 43 East, Willamette Meridian, is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, and the City of Spokane to protect existing and future utilities.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



**CITY OF SPOKANE
PLANNING & DEVELOPMENT**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT
June 23, 2016**

LOCATION: Myrtle Street between the railroad tracks and Sprague Ave

PROPONENT: Tom Pardun

PURPOSE: Site Development

HEARING: August 8, 2016

REPORTS:

AVISTA UTILITIES – Avista has a gas line which currently crosses the street and may be needed to serve the property on the west side depending on what is built there in the future. Electric on the north side of Sprague is probably in the ROW. I would reserve an easement for Avista in the entire street area and if they need us to change it up or make it smaller we probably would work with them.

COMCAST – Comcast has reviewed the vacation request and we have no problem with the vacation.

CENTURYLINK – In looking at the site, Centurylink has no objections to the vacation of this section of Myrtle. We do have a piece of underground copper cable that runs parallel to Sprague across Myrtle St. In looking at the area on Google Maps, it would look like we are in front of the pole line. Locates would need to be done to make certain of this cable's location.....The cable should be in the ROW of Sprague.

ASSET MANAGEMENT - CAPITAL PROGRAMS – Maintain easement for 30" sewer main. Note the location of the Avista gas service.

FIRE DEPARTMENT – No Comments

INLAND POWER – Inland Power has no facilities in the area. No comment to the vacation.

INTEGRA – Integra is clear of the proposed construction area.

NEIGHBORHOOD SERVICES – No comments

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES – There is an existing 30-inch sewer line that extends through Myrtle St ROW and under the railroad tracks. We would require a complete 75' no build easement. I do not recommend vacation of this ROW.

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No Issues

PLANNING & DEVELOPMENT – PLANNING – Ok

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT - No comments

WASTEWATER MANAGEMENT – The City operates a significant 30" sewer trunk line in this right of way. In order for Wastewater Management to approve this, we would require that no structures ever be built in the area and Bill Peacock would like to approve the easement wording before approval.

WATER DEPARTMENT - No comments

BICYCLE ADVISORY BOARD - No comments

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Avista Utilities, and the City of Spokane shall be retained to protect existing and future utilities.
2. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be **\$65,950.50.** and is to be deposited to Budget Account #3200 49199 99999 39510.
3. The plans for termination and closure of the street must be submitted and accepted by Planning and Development, prior to construction, and the improvements must be satisfactorily constructed before final vacation approval.
4. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by **December 31, 2017**

Eldon Brown, P.E.
Principal Engineer – Planning & Development

Edith W. Bunn



Disclaimer: This is not a legal document. The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc.
Not suitable for design purposes.

220 110 0 220 440 Feet



Vacation

 **COSGIS**
City of Spokane GIS



DISTRIBUTION LIST
VACATION OF MYRTLE STREET FROM SPRAGUE AVENUE TO
THE RAILROAD RIGHT-OF-WAY

POLICE DEPARTMENT

ATTN: SGT CHUCK REISENAUER

FIRE DEPARTMENT

ATTN: MEGAN PHILLIPS
MIKE MILLER

CURRENT PLANNING

ATTN: TAMI PALMQUIST
DAVE COMPTON

WATER DEPARTMENT

ATTN: DAN KEGLEY
JAMES SAKAMOTO
ROGER BURCHELL
CHRIS PETERSCHMIDT
HARRY MCLEAN

STREETS

ATTN: MARK SERBOUSEK
MARTHA STEVENSON

TRANSPORTATION OPERATIONS

ATTN: BOB TURNER

PLANNING & DEVELOPMENT

ATTN: ERIK JOHNSON
ELDON BROWN
JOHN SAYWERS

CONSTRUCTION MANAGEMENT

ATTN: KEN BROWN

INTEGRATED CAPITAL MANAGEMENT

ATTN: KATHERINE MILLER

WASTEWATER MANAGEMENT

ATTN: BILL PEACOCK

PARKS & RECREATION DEPARTMENT

ATTN: LEROY EADIE

NEIGHBORHOOD SERVICES

ATTN: JACKIE CARO
JONATHAN MALLAHAN
ROD MINARIK
HEATHER TRAUTMAN

BICYCLE ADVISORY BOARD

ATTN: LOUIS MEULER

SOLID WASTE MANAGEMENT

ATTN: SCOTT WINDSOR

CITY CLERK'S OFFICE

ATTN: JACQUELINE FAUGHT

PUBLIC WORKS

ATTN: SCOTT SIMMONS
MARCIA DAVIS

AVISTA UTILITIES

ATTN: DAVE CHAMBERS
RANDY MYHRE

COMCAST DESIGN & CONSTRUCTION

ATTN: BRYAN RICHARDSON

CENTURY LINK

ATTN: KAREN STODDARD

WA HOLDINGS 01 LLC
3815 100TH ST SW STE 2B
LAKEWOOD WA 98499

LYFT PROPERTIES 2 LLC
217 W CATALDO AVE
SPOKANE WA 99201

PREMERA BLUE CROSS
7001 SW 220TH
MT LAKE TERRACE WA 98043-2124

DISTRIBUTION LIST
VACATION OF MYRTLE STREET FROM SPRAGUE AVENUE TO
THE RAILROAD RIGHT-OF-WAY

VEGA MARK
3817 E SPRAGUE AVE
SPOKANE WA 9920

PARDUN PROPERTIES LLC
PO BOX 2986
SPOKANE WA 99220

KMART CORPORATION
PO BOX 927000 DEPT 768
HOFFMAN ESTATES IL 60179

JLU MANAGEMENT LLC
15419 KESWICK ST
VAN NUYS CA 91406-2009

GS FAMILY HOLDINGS LLC
15224 E MEADOWS RD
MICA WA 99023-9652

PAULSEN LLC
PO BOX 4040
SPOKANE WA 99220