

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

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and 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

- A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

- c. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.
 - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.
 - e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.
 - f. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
- 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, SEPTEMBER 24, 2018

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 MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

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 Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources 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)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | |
|--|------------------------------|
| 1. Value Blanket Renewals for Solid Waste Disposal Department with: | Approve
All |
| a. Hitachi Zosen (Norcross, GA) for the purchase of Feeder and Grate Parts for the Waste to Energy Plant from November 1, 2018, through October 31, 2019—\$250,000. | OPR 2016-0816
BID 4292-16 |
| b. Eljay Oil (Spokane Valley, WA) for Lube Products and Miscellaneous Associated Items for the Waste to Energy Facility from October 1, 2018, through September 30, 2019—\$75,000. | OPR 2014-0870
BID 4073-14 |
| c. Eljay Oil (Spokane Valley, WA) for the purchase of Ultra Low Sulfur #2 Dyed Diesel and Supporting Equipment from October 1, 2018, through September 30, 2019—\$60,000. | OPR 2014-0725
BID 4065-14 |
|
 | |
| 2. Low Bids of Bacon Concrete, Inc. (Spokane, WA) for: | Approve
All |
| a. 2013 Downtown Pedestrian Improvements—\$1,460,102 (plus tax). An administrative reserve of \$146,010.20, which is 10% of the | OPR 2018-0584
ENG 2013156 |

David Paine

contract price plus tax, will be set aside.
(Riverside Council)

OPR 2018-0585
ENG 2016068

- b. Cycle 6 (2016) Traffic Calming—\$697,769.10.
An administrative reserve of \$69,776.91, which
is 10% of the contract price, will be set aside.
(Various Neighborhoods)

Dan Buller

- | | | | |
|--------------------------|--|-----------------------------------|------------------------------|
| 3. | Contract with Collision Forensic Solutions (Papillion, NE) to provide ScanStation 3D Laser Scanner with software, training and support utilizing Edward Byrne Memorial Assistance Grant Program funding from two awards – FY 2015 and FY 2017 – for the Police Department beginning September 25, 2018 through September 24, 2021—not to exceed \$149,755. | Approve | OPR 2018-0583
IRFP 763-18 |
| Jennifer Isaacson | | | |
| 4. | Permission to accept additional funds from the Department of Commerce and subgrant them to partner agencies in accordance with the City's Strategic Plan to End Homelessness—\$191,577. | Approve | OPR 2017-0412 |
| Matt Davis | | | |
| 5. | Contract Renewal #1 of 3 with Community Champions Corporation (Melbourne, FL) to provide a Foreclosure Property Registry Program for the City October 1, 2018, through September 30, 2019—estimated revenue \$250,000. | Approve | OPR 2016-0705 |
| Jason Ruffing | | | |
| 6. | Contract Extension with North Country Services, formerly KB Construction, (Colville, WA) to provide monitoring services of foreclosure properties for Neighborhood Services from November 1, 2018, through October 31, 2019—\$75,000. | Approve | OPR 2016-0826 |
| Jason Ruffing | | | |
| 7. | Contract Amendment with Stewart A. Estes and the firm of Keating Bucklin & McCormack, Inc., P.S. to provide legal services and advice to the City regarding the matter of Hensz v. City of Spokane—not to exceed \$26,000. Total Contract Amount: \$75,000. | Approve | OPR 2018-0056 |
| Mike Ormsby | | | |
| 8. | Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2018, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payment | CPR 2018-0002 |
| 9. | City Council Meeting Minutes: _____, 2018. | Approve
All | CPR 2018-0013 |

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)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Northeast Public Development Authority Board: One
Appointment

Confirm

CPR 2018-0011

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.E).

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance amending Ordinance No. C35565 passed by the City Council December 11, 2017, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

ORD C35679 General Fund - City Clerk's Office
FROM: Reserve for Budget Adjustment, \$3,052;
TO: Various Accounts, same amount.

(This action implements classification and pay adjustments in accordance with approved union agreements and City policies.)

Chris Cavanaugh

EMERGENCY ORDINANCES

(Requires Five Affirmative, Recorded Roll Call Votes)

ORD C35678 (To be considered under Hearings Item H1.b.)

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

Request motion to accept revised version of the following ordinance (ORD C35634) (filed on June 18, 2018):

ORD C35634 Relating to budget controls; amending section 3.07.230; enacting new Sections 3.07.340, 3.07.350, and 3.07.360 of the Spokane Municipal Code. (Deferred from August 13, 2018, Agenda.) (First Reading held on June 4, 2018.)

Council Member Stratton

- NO FIRST READING ORDINANCES**
NO SPECIAL CONSIDERATIONS

RECOMMENDATION

- Motion to Approve Advance Agenda for September 24, 2018
(per Council Rule 2.1.2)**

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.E).

ADJOURNMENT

The September 24, 2018, Regular Legislative Session of the City Council is adjourned to October 1, 2018.

NOTES

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

09/24/2018

<u>Date Rec'd</u>	8/23/2018
<u>Clerk's File #</u>	OPR 2016-0816
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFB #4292-16
<u>Requisition #</u>	VB-300791

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL
<u>Contact Name/Phone</u>	DAVID PAINE 625-6878
<u>Contact E-Mail</u>	DPAINE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	4490-PURCHASE OF FEEDER AND GRATE PARTS VB RENEWAL AT THE WTE

Agenda Wording

Value blanket for the purchase of Feeder and Grate Parts for the WTE from Hitachi Zosen of Norcross, GA, for a total cost of \$250,000.00 and will run from November 1, 2018 through October 31, 2019.

Summary (Background)

At the WTE Facility, all of the solid waste that is burned is conveyed through the furnace on Hitachi Zosen grates. In order to keep these grates in working order, replacement parts need to be available and Hitachi Zosen is the original OEM manufacturer of the Grate System at the WTE Facility. In September, 2016, Hitachi Zosen was awarded the Value Blanket for Feeder and Grate parts for the WTE. The RFB allowed for two (2) one-year renewals. This will be the first of those renewals.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$ \$250,000.00	# 4490-44100-37148-53210-34002
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PIES 8/27
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	rrinderle@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Renewal of Value Blanket for the Purchase of Feeder and Grate Parts for the WTE Facility with Hitachi Zosen
Date:	August 27, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources-Reliable operations supports good customer service; Innovative infrastructure-Sustaining our core principals
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of Value Blanket Renewal to prevent an unscheduled outage due to a grate carriage failure.
Background/History: At the WTE Facility, all of the solid waste that is burned is conveyed through the furnace on Hitachi Zosen grates. In order to keep these grates in working order, replacement parts need to be available and Hitachi Zosen is the original OEM manufacturer of the Grate System at the WTE Facility. In September of 2016, Hitachi Zosen was the low cost bidder to RFB #4292-16 and was awarded the Value Blanket for Feeder and Grate parts for the WTE. The value blanket term is from November 1, 2016 through October 31, 2018. The RFB allowed for two (2) one-year renewals of this Value Blanket and this will be the first of those renewals. The anticipated cost for this renewal is \$250,000.00.	
Executive Summary: <ul style="list-style-type: none"> Renewal #1 of 2 of the Value Blanket for Feeder and Grate parts with Hitachi Zosen. Original Value Blanket from November 1, 2016 to October 31, 2018 for \$520, 315.40. Anticipated annual cost for this renewal is \$250,000.00 and will run from November 1, 2018 through October 31, 2019. Not having parts available for the grates could result in an unscheduled outage at the WTE Facility. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

Requires change in current operations/policy?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers:

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

09/24/2018

<u>Date Rec'd</u>	8/23/2018
<u>Clerk's File #</u>	OPR 2014-0870
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	BID #4073-14
<u>Requisition #</u>	VB-300580

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL
<u>Contact Name/Phone</u>	DAVID PAINE 625-6878
<u>Contact E-Mail</u>	DPAINE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	4490-RENEWAL OF VB FOR LUBE PRODUCT AT THE WTE

Agenda Wording

Renewal #4 of 4 with Eljay Oil for Lube Products and Miscellaneous Associated Items for the Waste to Energy Facility. Total cost of the renewal is \$75,000.00 and will run from October 1, 2018 through September 30, 2019.

Summary (Background)

The WTE Facility uses specific and unique lube products on its various equipment. In October of 2014, RFB #4073-14 for Lube Products and Miscellaneous Associated items was issued, and Eljay Oil was determined to be the lowest cost bidder. The initial Value Blanket was for one year, with four (4) additional one-year extensions/renewals allowed. This is the fourth of those extensions/renewals. Eljay Oil Co., Inc. will extend their pricing with no increase over the 2018 pricing.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ \$75,000.00	# 4490-44100-37148-53302
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PIES 8/27
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jsalstrom@spokanecity.org	
Additional Approvals		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	rrinderle@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Renewal of Value Blanket with Eljay Oil for Lubrication Products at the WTE Facility
Date:	August 27, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources – Sustainable practices; Innovative Infrastructure - Sustainability
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the Value Blanket Renewal with Eljay Oil for lubrication products to allow for uninterrupted operation of the WTE Facility
Background/History: <p>The WTE Facility uses specific and unique lube products on its various equipment. In October of 2014, RFB #4073-14 for Lube Products and Miscellaneous Associated items was issued, and Eljay Oil was determined to be the lowest cost bidder.</p> <p>The initial Value Blanket was for one year, with four (4) additional one-year extensions/renewals allowed. This is the fourth of those extensions/renewals. Eljay Oil Co., Inc. will extend their pricing with no increase over the 2018 pricing through September 30, 2019 for a total annual cost of \$75,000.00.</p>	
Executive Summary: <ul style="list-style-type: none"> Renewal #4 of 4 of Value Blanket with Eljay Oil Co. Inc. for Lube Products and Miscellaneous Associated Items at the WTE Facility. No price increase from the prior year with an estimated annual spend of approximately \$60,000.00. Renewal will go from October 1, 2018 through September 30, 2019. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	

Consistent with current operations/policy?

☒

Yes

☐

No

☐

N/A

Requires change in current operations/policy?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers:

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

09/24/2018

<u>Date Rec'd</u>	8/23/2018
<u>Clerk's File #</u>	OPR 2014-0725
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	BID #4065-14
<u>Requisition #</u>	VB-300565

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL
<u>Contact Name/Phone</u>	DAVID PAINE 625-6878
<u>Contact E-Mail</u>	DPAINE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	4490-RENEWAL OF VB FOR ULTRA LOW SULFUR #2 DYED DIESEL

Agenda Wording

Renewal of Value Blanket with Eljay Oil Co., Inc. for the purchase of Ultra Low Sulfur #2 Dyed Diesel and Supporting Equipment for a total cost of \$60,000.00 and will run from 10/1/2018 through 9/30/2019.

Summary (Background)

Diesel is required for operation of the Waste to Energy Facility. Eljay Oil Co., Inc., was determined to be the lowest respondent to RFP #4065-14 and awarded the value blanket in November of 2014. The original request for bid allowed for a one year term, with four (4) one-year renewals. This is the last of those renewals, with an agreement that there will be no increases over 2018 pricing.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Expense	\$	\$60,000.00		#	4490-44100-37148-53303
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>				<u>Council Notifications</u>	
<u>Dept Head</u>		CONKLIN, CHUCK		<u>Study Session</u>	PIES 8/27
<u>Division Director</u>		SIMMONS, SCOTT M.		<u>Other</u>	
<u>Finance</u>		ALBIN-MOORE, ANGELA		<u>Distribution List</u>	
<u>Legal</u>		ODLE, MARI		mdorgan@spokanecity.org	
<u>For the Mayor</u>		SANDERS, THERESA		jsalstrom@spokanecity.org	
<u>Additional Approvals</u>				tprince@spokanecity.org	
<u>Purchasing</u>		PRINCE, THEA		rrinderle@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Renewal of Value Blanket with Eljay Oil Co. Inc., for the purchase of Ultra Low Sulfur #2 Dyed Diesel and Supporting Equipment
Date:	August 27, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources – Sustainable practices; Innovative Infrastructure - Sustainability
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of Value Blanket for the purchase of diesel, which will allow for uninterrupted operations of the WTE Facility.
Background/History: Ultra-Low Sulfur #2 Dyed Diesel is required for the operation of the WTE facility. In October of 2014, Eljay Oil Co. Inc., was determined to be the lowest respondent to RFB \$4065-14 and a Value Blanket was approved by Council. The RFB allowed for a one year term, with four (4) additional one-year renewals. This will be the fourth of those renewals. The renewal will go from October 1, 2018 through September 30, 2019 with an anticipated cost not to exceed \$60,000.00 with no increases from the prior year's pricing.	
Executive Summary: <ul style="list-style-type: none"> Value Blanket renewal #4 of 4 for the purchase of Ultra Low Sulfur #2 Dyed Diesel from Eljay Oil Co. Inc. No price increase from the prior year with an estimated annual spend of approximately \$60,000.00. Renewal will go from October 1, 2018 through September 30, 2019. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

Requires change in current operations/policy?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers:

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

09/24/2018

<u>Date Rec'd</u>	9/10/2018
<u>Clerk's File #</u>	OPR 2018-0584
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2013156
<u>Bid #</u>	
<u>Requisition #</u>	BT

<u>Submitting Dept</u>	ENGINEERING SERVICES
<u>Contact Name/Phone</u>	DAN BULLER 625-6391
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0370 - LOW BID AWARD - BACON CONCRETE, INC.

Agenda Wording

Low Bid of Bacon Concrete, Inc. (Spokane, WA) for 2013156 2013 Downtown Pedestrian Improvements - \$1,460,102.00 plus tax. An administrative reserve of \$146,010.20, which is 10% of the contract price plus tax, will be set aside. (Riverside Council)

Summary (Background)

On September 10, 2018 bids were opened for the above project. The low bid was from Bacon Concrete, Inc. in the amount of \$1,460,102.00, which is \$4,140.00 or .28% over the Engineer's Estimate; four other bids were received as follows: DW Excavating, Inc. - \$1,650,841.10; T. LaRiviere Equipment & Excavating - \$1,694,275.95; Cameron-Reilly, LLC - \$1,732,996.00; and Wm Winkler Co. - \$1,812,542.15.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? YES	
Expense	\$ 1,606,112.20	# 3200 95078 95300 56501 99999
Select	\$	#
Select	\$	#
Select	\$	#

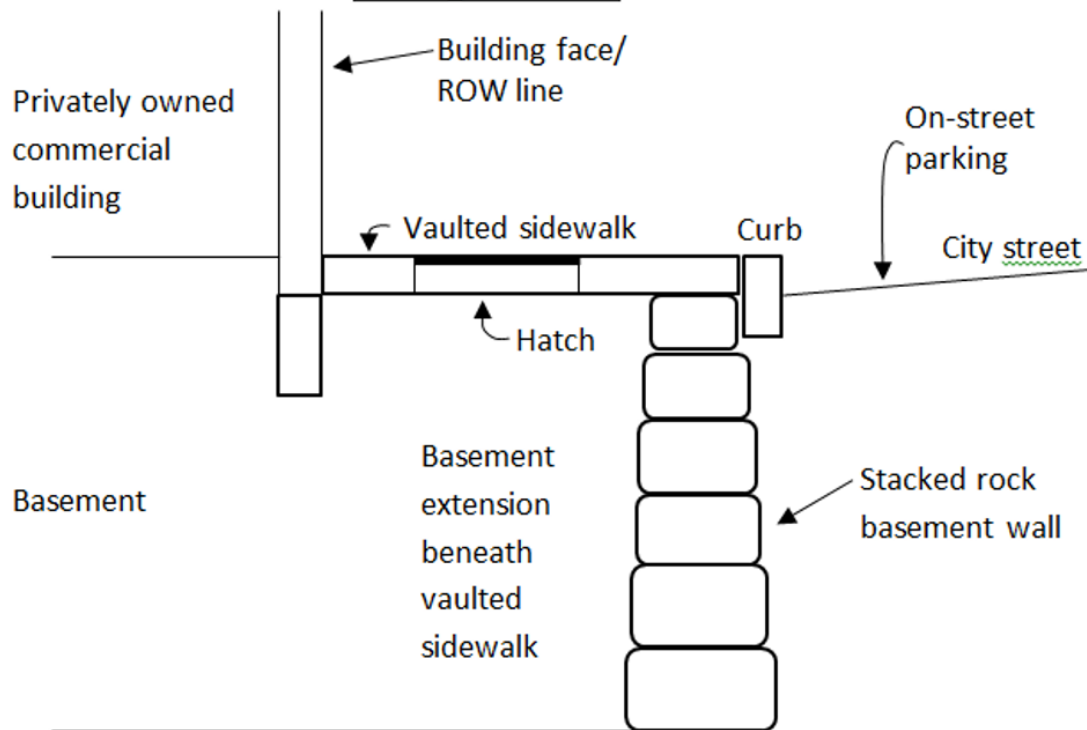
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	KEGLEY, DANIEL	<u>Other</u>	F & A of 9/17/2018
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	publicworksaccounting@spokanecity.org	
<u>Additional Approvals</u>		mdoval@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
<u>GRANTS & CONTRACT MGMT</u>	STOPHER, SALLY	kgoodman@spokanecity.org	

Briefing Paper

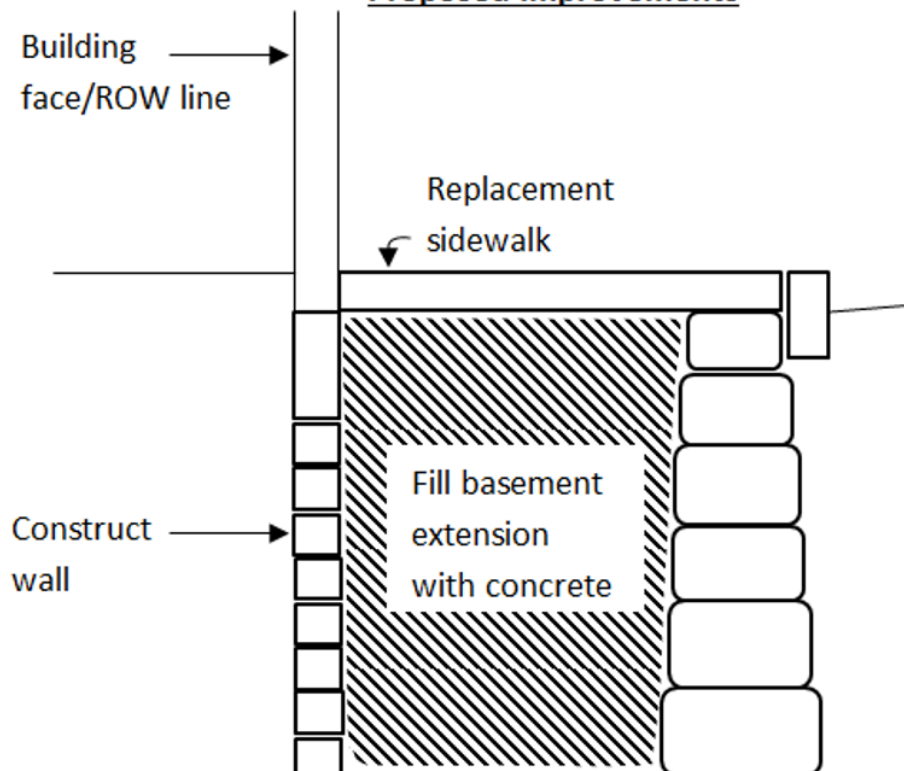
Finance & Administration

Division & Department:	Public Works, Engineering
Subject:	2013 Downtown Pedestrian Improvements
Date:	9-17-18
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	This agreement is part of a project which is in the 6 year street plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History: This is the long planned first project filling sidewalk vaults at 5 buildings downtown.	
Executive Summary: <ul style="list-style-type: none"> • The City received federal funds back in 2012 to address various sidewalk vaults in the downtown core. • During the course of environmental review, DOT informed us we would have to undertake a 4(f) review, a multiyear process required when federal funds are used on a project which impacts a historic structure. Engineering Services completed 4(f) earlier this year. • The proposed project consists of removal of the sidewalk, construction of a wall in the basement directly below the building face to separate the portion of the basement beneath the sidewalk from the rest of the basement then filling the portion beneath the sidewalk with concrete and replacing the sidewalk. • Trees and oversized tree wells will also be installed. • Refer to the attached exhibit for a details on the above described process and locations where this will be done. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Existing Conditions



Proposed Improvements



Project Location



City Of Spokane
Engineering Services Department
***** Bid Tabulation *****

Project Number: 2013156

Project Description 2013 Downtown Sidewalk Improvements

Original Date 5/24/2018 12:41:22 PM

Funding Source Federal

Update Date 9/10/2018 2:32:41 PM

Preparer Frances Perkins

Addendum

Project Number: 2013156			Engineer's Estimate		Bacon Concrete Inc		DW Excavating, Inc_		T LaRiviere Equipment & Excavation Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	1,000.00	*****	1,000.00	*****	7,000.00	*****	600.00
103	POTHOLING	20 EA	400.00	8,000.00	350.00	7,000.00	564.00	11,280.00	865.00	17,300.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	25,000.00	*****	30,000.00	*****	39,300.00	*****	18,000.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	4,000.00	*****	4,000.00	*****	4,400.00	*****	600.00
106	MOBILIZATION	1 LS	*****	70,000.00	*****	145,000.00	*****	100,950.00	*****	90,000.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	30,000.00	*****	65,000.00	*****	25,000.00	*****	65,000.00
108	SPECIAL SIGNS	200 SF	20.00	4,000.00	15.00	3,000.00	13.70	2,740.00	23.00	4,600.00
109	SEQUENTIAL ARROW SIGN	7000 HR	5.00	35,000.00	2.50	17,500.00	2.57	17,990.00	4.00	28,000.00
110	TYPE III BARRICADE	8 EA	50.00	400.00	100.00	800.00	46.00	368.00	67.00	536.00
111	CLEARING AND GRUBBING	1 LS	*****	1,000.00	*****	2,000.00	*****	600.00	*****	21,000.00
112	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	3,000.00	*****	1,000.00	*****	1.10	*****	600.00
113	TREE PROTECTION ZONE	22 EA	500.00	11,000.00	240.00	5,280.00	247.00	5,434.00	260.00	5,720.00
114	REMOVE TREE, CLASS I	8 EA	750.00	6,000.00	800.00	6,400.00	792.00	6,336.00	850.00	6,800.00

<i>Project Number:</i> 2013156			<i>Engineer's Estimate</i>		Bacon Concrete Inc		DW Excavating, Inc_		T LaRiviere Equipment & Excavation Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>										
115	REMOVE TREE, CLASS II	3 EA	1,000.00	3,000.00	1,500.00	4,500.00	1,056.00	3,168.00	1,100.00	3,300.00
116	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	15,000.00	*****	3,000.00	*****	12,000.00	*****	9,000.00
117	REMOVAL OF DEBRIS	1 EA	1,000.00	1,000.00	1,600.00	1,600.00	35,400.00	35,400.00	22,000.00	22,000.00
118	REMOVE EXISTING CURB	398 LF	10.00	3,980.00	20.00	7,960.00	17.00	6,766.00	10.00	3,980.00
119	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1079 SY	18.00	19,422.00	18.00	19,422.00	19.00	20,501.00	15.00	16,185.00
120	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	1 EA	550.00	550.00	1,200.00	1,200.00	1,000.00	1,000.00	1,000.00	1,000.00
121	SALVAGE GRANITE CURB	425 LF	20.00	8,500.00	20.00	8,500.00	19.80	8,415.00	18.00	7,650.00
122	SAWCUTTING CURB	20 EA	40.00	800.00	30.00	600.00	62.00	1,240.00	30.00	600.00
123	SAWCUTTING RIGID PAVEMENT	1916 LFI	2.00	3,832.00	2.50	4,790.00	1.50	2,874.00	1.20	2,299.20
124	SAWCUTTING FLEXIBLE PAVEMENT	3505 LFI	1.00	3,505.00	1.00	3,505.00	0.80	2,804.00	0.35	1,226.75
125	CRUSHED SURFACING TOP COURSE	40 CY	60.00	2,400.00	40.00	1,600.00	228.00	9,120.00	85.00	3,400.00
126	CSTC FOR SIDEWALK AND DRIVEWAYS	550 TO	32.00	17,600.00	35.00	19,250.00	51.50	28,325.00	60.00	33,000.00
127	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 5 INCH THICK	200 SY	120.00	24,000.00	75.00	15,000.00	78.50	15,700.00	115.00	23,000.00
128	PAVEMENT REPAIR EXCAVATION INCL. HAUL	200 SY	35.00	7,000.00	40.00	8,000.00	82.60	16,520.00	38.00	7,600.00
129	REMOVE AND FILL STRUCTURAL SIDEWAL V1-10 N. POST	1 LS	*****	287,000.00	*****	240,000.00	*****	278,800.00	*****	326,000.00
130	REMOVE AND FILL STRUCTURAL SIDEWALK V4 - 402 W. SPRAGUE	1 LS	*****	165,000.00	*****	135,000.00	*****	241,000.00	*****	189,000.00
131	REMOVE AND FILL STRUCTURAL SIDEWALK 425 W. SPRAGUE	1 LS	*****	309,000.00	*****	320,000.00	*****	334,700.00	*****	397,000.00

<i>Project Number:</i> 2013156			<i>Engineer's Estimate</i>		Bacon Concrete Inc		DW Excavating, Inc_		T LaRiviere Equipment & Excavation Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>										
132	REMOVE AND FILL STRUCTURAL SIDEWALK V8 - 430 W. MAIN	1 LS	*****	37,200.00	*****	51,000.00	*****	55,200.00	*****	53,000.00
133	REMOVE AND FILL STRUCTURAL SIDEWALK V13/14 - 911 & 917 W. FIRST	1 LS	*****	31,000.00	*****	48,000.00	*****	54,200.00	*****	44,000.00
134	GRATE INLET TYPE O	1 EA	2,000.00	2,000.00	2,800.00	2,800.00	3,200.00	3,200.00	2,400.00	2,400.00
135	GRATE AND 4' X 8' TREE WELL BLOCKOUT	15 EA	3,000.00	45,000.00	3,280.00	49,200.00	3,780.00	56,700.00	500.00	7,500.00
136	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN CONCRETE	9 EA	600.00	5,400.00	480.00	4,320.00	254.00	2,286.00	600.00	5,400.00
137	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET N CONCRETE	2 EA	750.00	1,500.00	650.00	1,300.00	482.00	964.00	600.00	1,200.00
138	CLEANING EXISTING DRAINAGE STRUCTURE	8 EA	350.00	2,800.00	350.00	2,800.00	487.00	3,896.00	500.00	4,000.00
139	EXTEND SIDE SEWER CLEANOUT	6 LF	25.00	150.00	100.00	600.00	295.00	1,770.00	260.00	1,560.00
140	RECONNECT SIDE SEWER	25 LF	60.00	1,500.00	30.00	750.00	115.00	2,875.00	105.00	2,625.00
141	ESC LEAD	1 LS	*****	3,000.00	*****	1,800.00	*****	600.00	*****	600.00
142	INLET PROTECTION	8 EA	125.00	1,000.00	100.00	800.00	85.00	680.00	90.00	720.00
143	STRUCTURAL PLANTING SOIL	173 CY	70.00	12,110.00	40.00	6,920.00	145.00	25,085.00	45.00	7,785.00
144	2 INCH CALIPER SHADE TREE	13 EA	1,000.00	13,000.00	600.00	7,800.00	769.00	9,997.00	600.00	7,800.00
145	IRRIGATION RECONNECTION	15 EA	1,000.00	15,000.00	300.00	4,500.00	315.00	4,725.00	300.00	4,500.00
146	EXTRA IRRIGATION WORK	15 EA	2,000.00	30,000.00	300.00	4,500.00	819.00	12,285.00	600.00	9,000.00
147	CEMENT CONCRETE CURB	828 LF	24.00	19,872.00	34.00	28,152.00	35.00	28,980.00	48.00	39,744.00
148	CEMENT CONCRETE DRIVEWAY	146 SY	75.00	10,950.00	86.00	12,556.00	77.00	11,242.00	105.00	15,330.00
149	TEMPORARY CHAIN LINK FENCING	1 LS	*****	12,000.00	*****	14,000.00	*****	8,200.00	*****	3,000.00

<i>Project Number:</i> 2013156			<i>Engineer's Estimate</i>		Bacon Concrete Inc		DW Excavating, Inc_		T LaRiviere Equipment & Excavation Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>										
150	CEMENT CONC. SIDEWALK	1056 SY	55.00	58,080.00	68.00	71,808.00	60.00	63,360.00	90.00	95,040.00
151	RAMP DETECTABLE WARNING	24 SF	30.00	720.00	22.00	528.00	49.00	1,176.00	42.00	1,008.00
152	REPLACEMENT TREE ELECTRICAL _	15 EA	1,000.00	15,000.00	820.00	12,300.00	880.00	13,200.00	700.00	10,500.00
153	1.5 INCH DIAMETER CONDUIT	1000 LF	15.00	15,000.00	10.00	10,000.00	9.91	9,910.00	17.00	17,000.00
154	#10 WIRE	1000 LF	1.10	1,100.00	2.25	2,250.00	2.20	2,200.00	1.50	1,500.00
155	#8 WIRE	1000 LF	1.75	1,750.00	2.75	2,750.00	2.48	2,480.00	1.75	1,750.00
156	JUNCTION BOX	10 EA	2,000.00	20,000.00	820.00	8,200.00	825.00	8,250.00	1,400.00	14,000.00
157	REMOVE AND REINSTALL STREET LIGHT POLE	5 EA	3,000.00	15,000.00	1,750.00	8,750.00	1,651.00	8,255.00	4,000.00	20,000.00
158	NEW SIGN FOUNDATION FOR STA SIGN	2 EA	3,000.00	6,000.00	3,200.00	6,400.00	3,300.00	6,600.00	3,000.00	6,000.00
159	REMOVE AND REINSTALL STA SIGN	2 EA	3,000.00	6,000.00	3,200.00	6,400.00	2,800.00	5,600.00	2,800.00	5,600.00
160	SIGNING, PERMANENT, CONTRACTOR MANUFACTURED SIGNS	1 LS	*****	3,000.00	*****	4,750.00	*****	5,000.00	*****	4,500.00
161	PAVEMENT MARKING - DURABLE HEAT APPLIED	44 SF	10.00	440.00	40.00	1,760.00	28.00	1,232.00	39.00	1,716.00
162	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	2 EA	200.00	400.00	250.00	500.00	480.00	960.00	250.00	500.00
<i>Schedule Totals</i>				1,455,962.00		1,460,102.00		1,650,841.10		1,694,275.95

<i>Project Number:</i> 2013156			<i>Engineer's Estimate</i>		Cameron-Reilly		William Winkler Company			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>										
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	1,000.00	*****	750.00	*****	970.50	*****	0.00
103	POTHOLING	20 EA	400.00	8,000.00	250.00	5,000.00	893.00	17,860.00	0.00	0.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	25,000.00	*****	10,000.00	*****	41,171.00	*****	0.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	4,000.00	*****	4,500.00	*****	9,190.00	*****	0.00
106	MOBILIZATION	1 LS	*****	70,000.00	*****	82,335.00	*****	188,849.00	*****	0.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	30,000.00	*****	46,800.00	*****	75,233.00	*****	0.00
108	SPECIAL SIGNS	200 SF	20.00	4,000.00	20.00	4,000.00	5.90	1,180.00	0.00	0.00
109	SEQUENTIAL ARROW SIGN	7000 HR	5.00	35,000.00	2.00	14,000.00	1.00	7,000.00	0.00	0.00
110	TYPE III BARRICADE	8 EA	50.00	400.00	100.00	800.00	31.70	253.60	0.00	0.00
111	CLEARING AND GRUBBING	1 LS	*****	1,000.00	*****	7,500.00	*****	8,736.00	*****	0.00
112	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	3,000.00	*****	1,000.00	*****	2,207.00	*****	0.00
113	TREE PROTECTION ZONE	22 EA	500.00	11,000.00	250.00	5,500.00	276.00	6,072.00	0.00	0.00
114	REMOVE TREE, CLASS I	8 EA	750.00	6,000.00	800.00	6,400.00	607.00	4,856.00	0.00	0.00
115	REMOVE TREE, CLASS II	3 EA	1,000.00	3,000.00	900.00	2,700.00	607.00	1,821.00	0.00	0.00
116	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	15,000.00	*****	15,000.00	*****	17,472.00	*****	0.00
117	REMOVAL OF DEBRIS	1 EA	1,000.00	1,000.00	7,500.00	7,500.00	39,570.00	39,570.00	0.00	0.00
118	REMOVE EXISTING CURB	398 LF	10.00	3,980.00	12.00	4,776.00	9.35	3,721.30	0.00	0.00
119	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1079 SY	18.00	19,422.00	20.00	21,580.00	48.00	51,792.00	0.00	0.00

<i>Project Number:</i> 2013156			<i>Engineer's Estimate</i>		Cameron-Reilly		William Winkler Company			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>										
120	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	1 EA	550.00	550.00	850.00	850.00	1,883.00	1,883.00	0.00	0.00
121	SALVAGE GRANITE CURB	425 LF	20.00	8,500.00	30.00	12,750.00	19.60	8,330.00	0.00	0.00
122	SAWCUTTING CURB	20 EA	40.00	800.00	50.00	1,000.00	27.60	552.00	0.00	0.00
123	SAWCUTTING RIGID PAVEMENT	1916 LFI	2.00	3,832.00	3.00	5,748.00	4.40	8,430.40	0.00	0.00
124	SAWCUTTING FLEXIBLE PAVEMENT	3505 LFI	1.00	3,505.00	1.00	3,505.00	1.65	5,783.25	0.00	0.00
125	CRUSHED SURFACING TOP COURSE	40 CY	60.00	2,400.00	100.00	4,000.00	134.50	5,380.00	0.00	0.00
126	CSTC FOR SIDEWALK AND DRIVEWAYS	550 TO	32.00	17,600.00	60.00	33,000.00	81.50	44,825.00	0.00	0.00
127	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 5 INCH THICK	200 SY	120.00	24,000.00	110.00	22,000.00	61.20	12,240.00	0.00	0.00
128	PAVEMENT REPAIR EXCAVATION INCL. HAUL	200 SY	35.00	7,000.00	45.00	9,000.00	79.90	15,980.00	0.00	0.00
129	REMOVE AND FILL STRUCTURAL SIDEWAL V1-10 N. POST	1 LS	*****	287,000.00	*****	359,847.00	*****	231,326.00	*****	0.00
130	REMOVE AND FILL STRUCTURAL SIDEWALK V4 - 402 W. SPRAGUE	1 LS	*****	165,000.00	*****	209,378.00	*****	168,967.00	*****	0.00
131	REMOVE AND FILL STRUCTURAL SIDEWALK 425 W. SPRAGUE	1 LS	*****	309,000.00	*****	352,361.00	*****	352,331.00	*****	0.00
132	REMOVE AND FILL STRUCTURAL SIDEWALK V8 - 430 W. MAIN	1 LS	*****	37,200.00	*****	51,377.00	*****	27,669.00	*****	0.00
133	REMOVE AND FILL STRUCTURAL SIDEWALK V13/14 - 911 & 917 W. FIRST	1 LS	*****	31,000.00	*****	67,638.00	*****	49,347.00	*****	0.00
134	GRATE INLET TYPE O	1 EA	2,000.00	2,000.00	3,000.00	3,000.00	3,875.00	3,875.00	0.00	0.00
135	GRATE AND 4' X 8' TREE WELL BLOCKOUT	15 EA	3,000.00	45,000.00	6,063.00	90,945.00	7,740.00	116,100.00	0.00	0.00
136	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN CONCRETE	9 EA	600.00	5,400.00	600.00	5,400.00	617.50	5,557.50	0.00	0.00

<i>Project Number:</i> 2013156			<i>Engineer's Estimate</i>		Cameron-Reilly		William Winkler Company			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

Schedule Description

Tax Classification

Schedule 01

137	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET N CONCRETE	2 EA	750.00	1,500.00	1,000.00	2,000.00	643.50	1,287.00	0.00	0.00
138	CLEANING EXISTING DRAINAGE STRUCTURE	8 EA	350.00	2,800.00	300.00	2,400.00	372.00	2,976.00	0.00	0.00
139	EXTEND SIDE SEWER CLEANOUT	6 LF	25.00	150.00	200.00	1,200.00	127.50	765.00	0.00	0.00
140	RECONNECT SIDE SEWER	25 LF	60.00	1,500.00	100.00	2,500.00	96.20	2,405.00	0.00	0.00
141	ESC LEAD	1 LS	*****	3,000.00	*****	750.00	*****	1,306.00	*****	0.00
142	INLET PROTECTION	8 EA	125.00	1,000.00	100.00	800.00	117.00	936.00	0.00	0.00
143	STRUCTURAL PLANTING SOIL	173 CY	70.00	12,110.00	130.00	22,490.00	384.00	66,432.00	0.00	0.00
144	2 INCH CALIPER SHADE TREE	13 EA	1,000.00	13,000.00	675.00	8,775.00	551.50	7,169.50	0.00	0.00
145	IRRIGATION RECONNECTION	15 EA	1,000.00	15,000.00	300.00	4,500.00	551.50	8,272.50	0.00	0.00
146	EXTRA IRRIGATION WORK	15 EA	2,000.00	30,000.00	750.00	11,250.00	331.00	4,965.00	0.00	0.00
147	CEMENT CONCRETE CURB	828 LF	24.00	19,872.00	45.00	37,260.00	37.00	30,636.00	0.00	0.00
148	CEMENT CONCRETE DRIVEWAY	146 SY	75.00	10,950.00	100.00	14,600.00	74.60	10,891.60	0.00	0.00
149	TEMPORARY CHAIN LINK FENCING	1 LS	*****	12,000.00	*****	7,500.00	*****	23,139.00	*****	0.00
150	CEMENT CONC. SIDEWALK	1056 SY	55.00	58,080.00	75.00	79,200.00	49.70	52,483.20	0.00	0.00
151	RAMP DETECTABLE WARNING	24 SF	30.00	720.00	20.00	480.00	20.10	482.40	0.00	0.00
152	REPLACEMENT TREE ELECTRICAL _	15 EA	1,000.00	15,000.00	880.00	13,200.00	883.00	13,245.00	0.00	0.00
153	1.5 INCH DIAMETER CONDUIT	1000 LF	15.00	15,000.00	10.00	10,000.00	9.95	9,950.00	0.00	0.00
154	#10 WIRE	1000 LF	1.10	1,100.00	2.50	2,500.00	2.20	2,200.00	0.00	0.00
155	#8 WIRE	1000 LF	1.75	1,750.00	3.00	3,000.00	2.50	2,500.00	0.00	0.00

<i>Project Number:</i> 2013156			<i>Engineer's Estimate</i>		Cameron-Reilly		William Winkler Company			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

Schedule Description

Tax Classification

Schedule 01

156	JUNCTION BOX	10 EA	2,000.00	20,000.00	850.00	8,500.00	827.50	8,275.00	0.00	0.00
157	REMOVE AND REINSTALL STREET LIGHT POLE	5 EA	3,000.00	15,000.00	1,650.00	8,250.00	1,655.00	8,275.00	0.00	0.00
158	NEW SIGN FOUNDATION FOR STA SIGN	2 EA	3,000.00	6,000.00	3,500.00	7,000.00	2,759.00	5,518.00	0.00	0.00
159	REMOVE AND REINSTALL STA SIGN	2 EA	3,000.00	6,000.00	3,000.00	6,000.00	2,759.00	5,518.00	0.00	0.00
160	SIGNING, PERMANENT, CONTRACTOR MANUFACTURED SIGNS	1 LS	*****	3,000.00	*****	5,000.00	*****	4,343.00	*****	0.00
161	PAVEMENT MARKING - DURABLE HEAT APPLIED	44 SF	10.00	440.00	25.00	1,100.00	36.10	1,588.40	0.00	0.00
162	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	2 EA	200.00	400.00	400.00	800.00	226.00	452.00	0.00	0.00
<i>Schedule Totals</i>				1,455,962.00		1,732,996.00		1,812,542.15		0.00

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	1,455,962.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,455,962.00
Bacon Concrete Inc	1,460,102.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,460,102.00
DW Excavating, Inc.	1,650,841.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,650,841.10
T LaRiviere Equipment	1,694,275.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,694,275.95
Cameron-Reilly	1,732,996.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,732,996.00
William Winkler Compa	1,812,542.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,812,542.15

Low Bid Contractor: Bacon Concrete Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$1,588,590.98	\$1,584,086.66	0.28	% Over Estimate
Bid Totals	\$1,588,590.98	\$1,584,086.66	0.28	% Over Estimate

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

09/24/2018

Date Rec'd	9/11/2018
Clerk's File #	OPR 2018-0585
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2016068
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	BT
Agenda Item Name	0370 LOW BID AWARD - BACON CONCRETE, INC. - 2016068		

Agenda Wording

Low Bid of Bacon Concrete, Inc., (Spokane, WA) for Cycle 6 (2016) Traffic Calming- \$697,769.10. An administrative reserve of \$69,776.91, which is 10% of the contract price, will be set aside. (Various Neighborhood Council)

Summary (Background)

On September 10, 2018 bids were opened for the above project. The low bid was from Bacon Concrete, Inc., in the amount of \$697,769.10, which is \$227,244.10 or 24.57% under the Engineer's Estimate; two other bids were received as follows: Cameron-Reilly - \$767,719.00 and WM Winkler Company - \$769,235.50.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	

Expense	\$ 20,245.45	# 1380 24101 95300 56501 21008
Expense	\$ 60,968.15	# 1380 24105 95300 56501 21008
Expense	\$ 232,042.74	# 1380 24102 95300 56501 21008
Expense	\$ 104,084.01	# 1380 24103 95300 56501 21008

Approvals		Council Notifications	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	KEGLEY, DANIEL	<u>Other</u>	UE 09/10/2018
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List	
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	mdoval@spokanecity.org	
Additional Approvals		publicworksaccounting@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Expense \$ 315,738.69

Expense \$ 34,466.97

Budget Account

1380 24107 95300 56501 21008

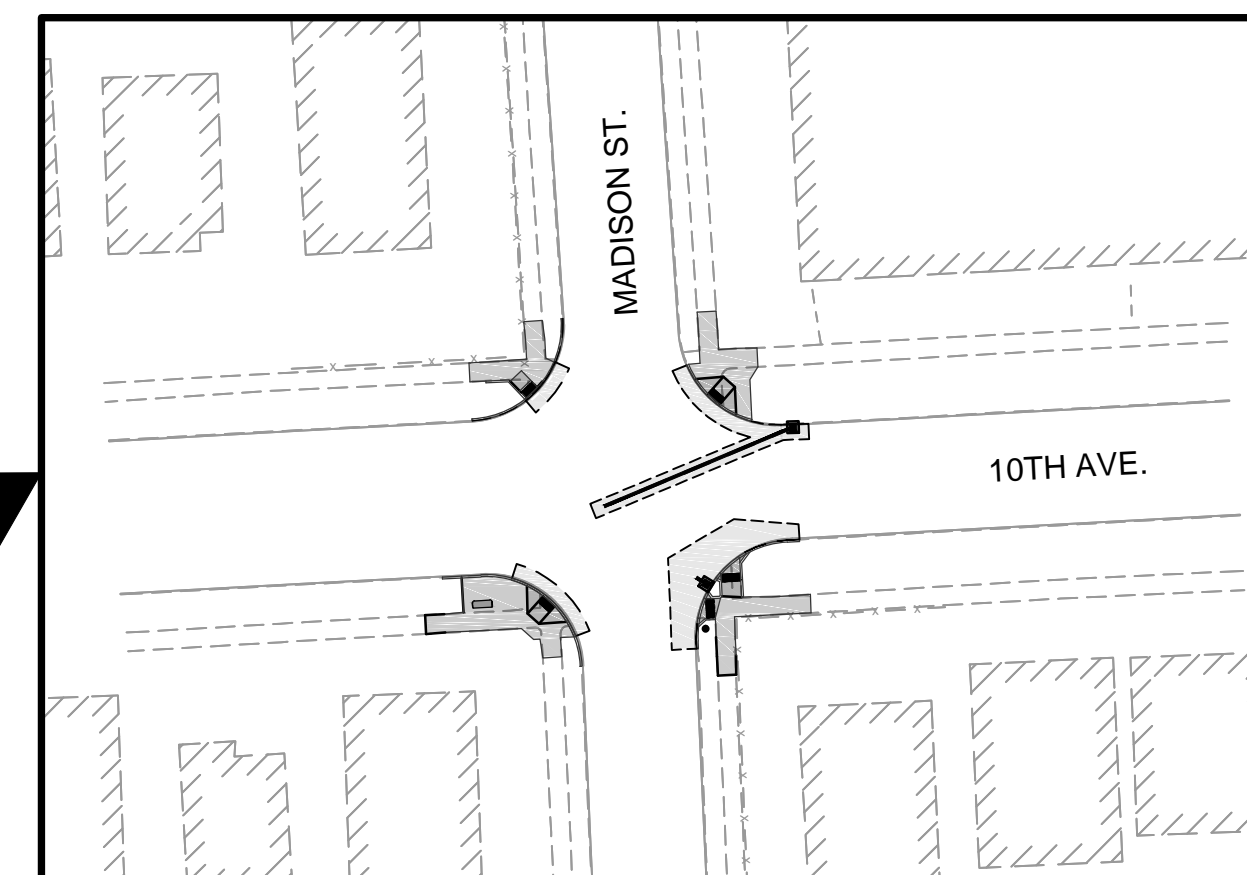
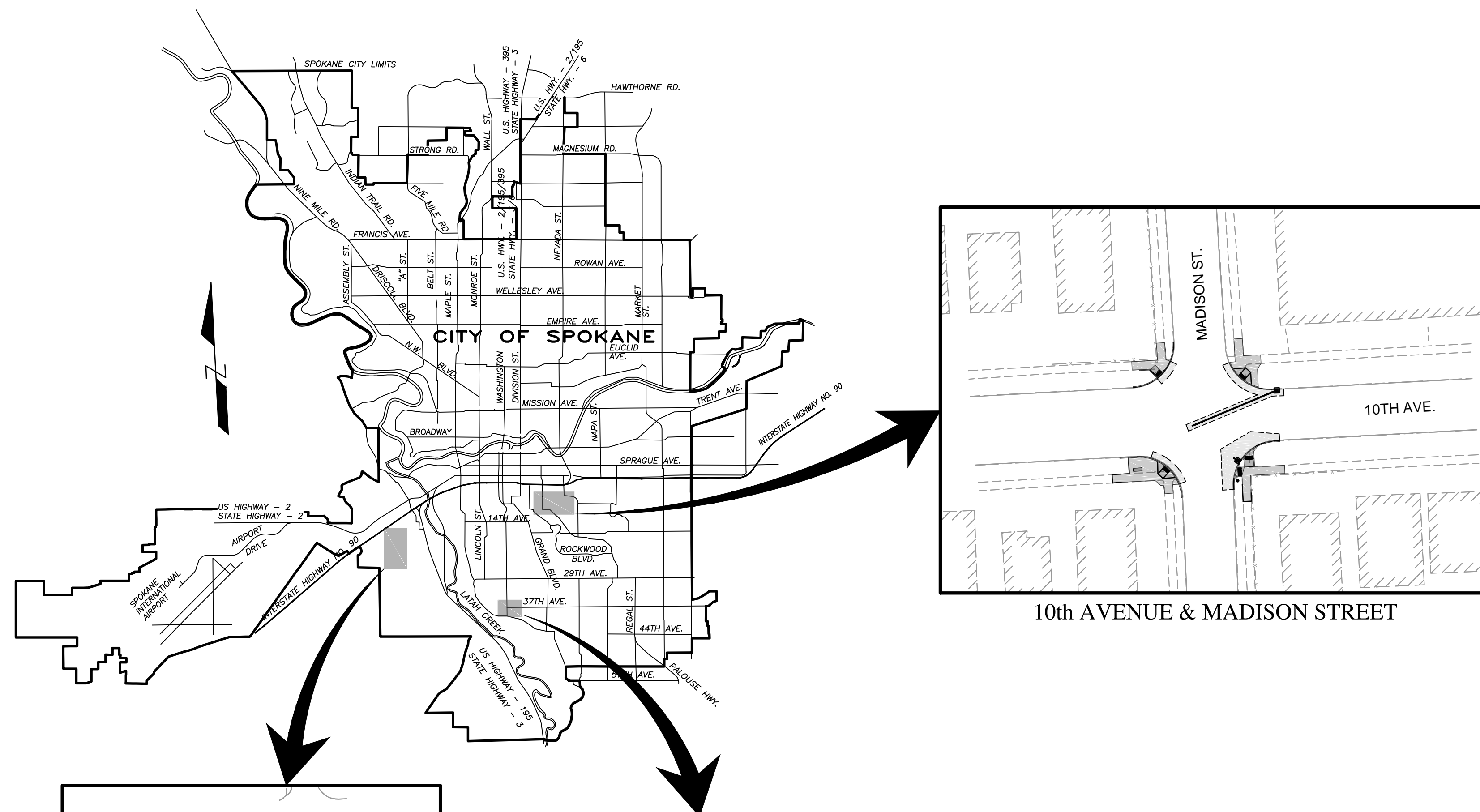
4330 43354 94000 56501 21008

Distribution List

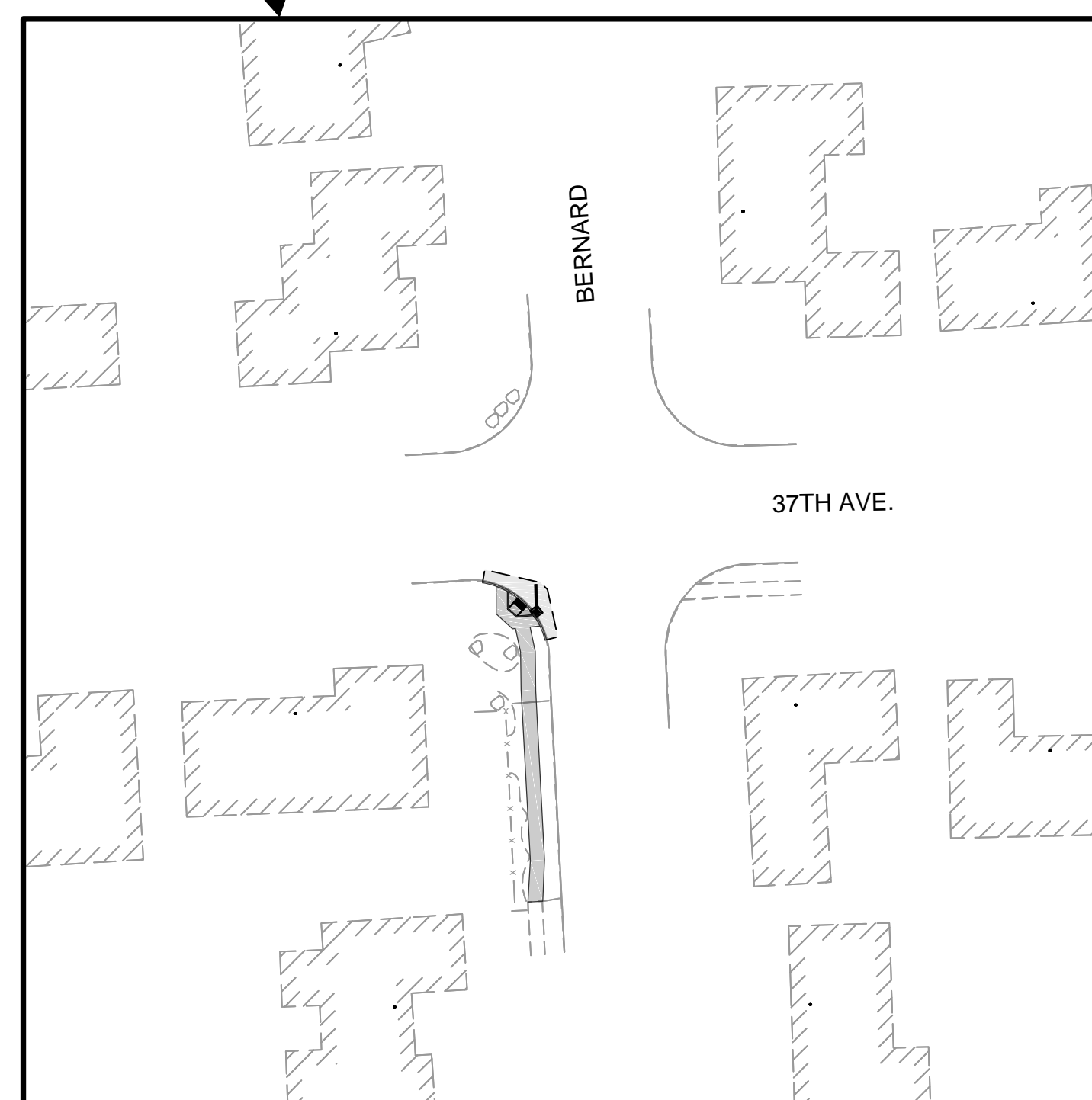
Briefing Paper

Urban Experience

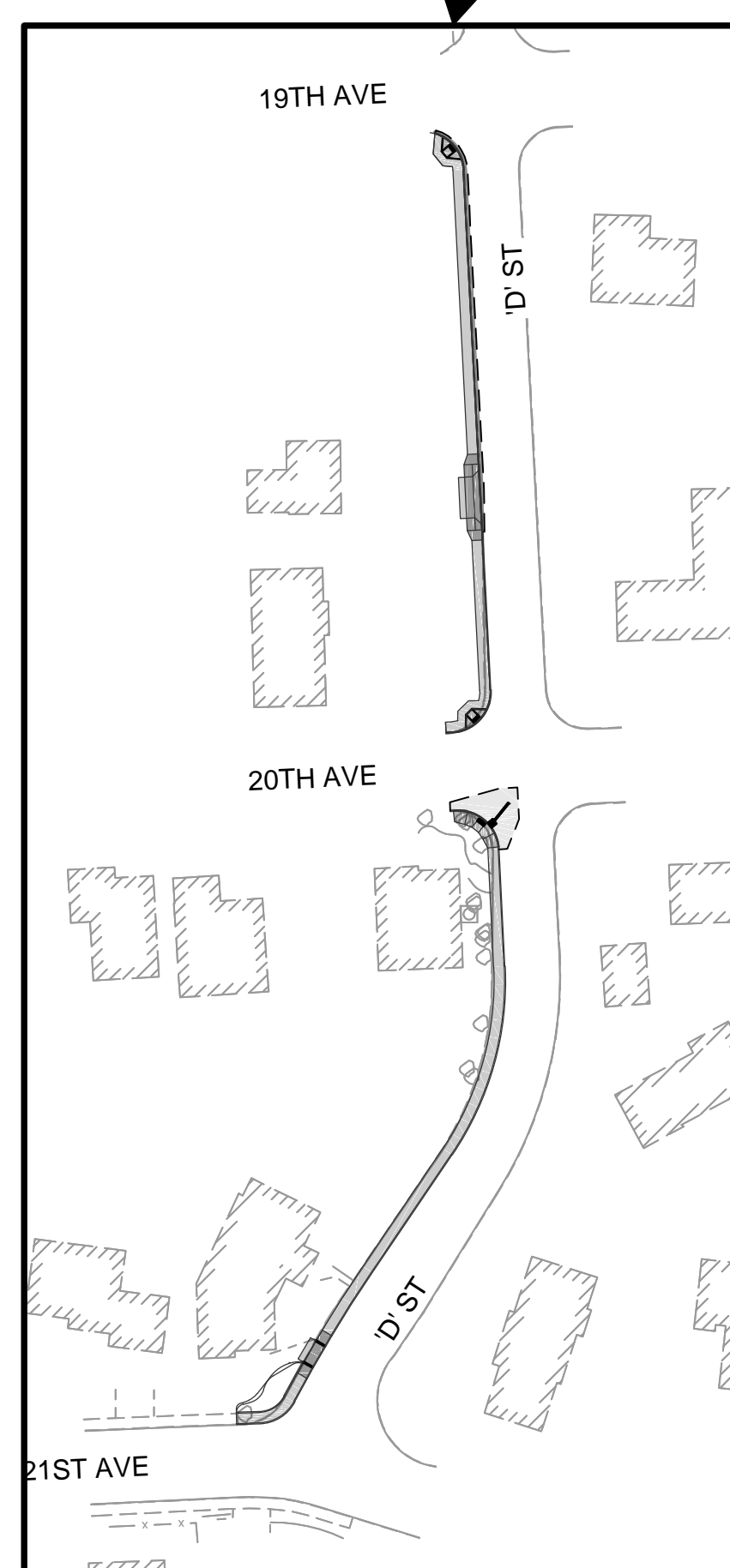
Division & Department:	Public Works, Engineering
Subject:	Traffic Calming (Cycle 6)
Date:	9-10-18
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History: <ul style="list-style-type: none"> • This is the annual neighborhood traffic calming project. 	
Executive Summary: <ul style="list-style-type: none"> • The project has components throughout the city. • Project components include sidewalk infill, curb ramps, curb bumpouts and center islands for improved pedestrian safety. • Refer to the attached exhibits for more information. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



10th AVENUE & MADISON STREET



BERNARD STREET & 37th AVENUE



'D' STREET

DISTRICT 2

G2-1 INDEX SHEET, VICINITY MAP

D2-1 10th AVENUE & MADISON STREET

D2-2 BERNARD STREET & 37th AVENUE

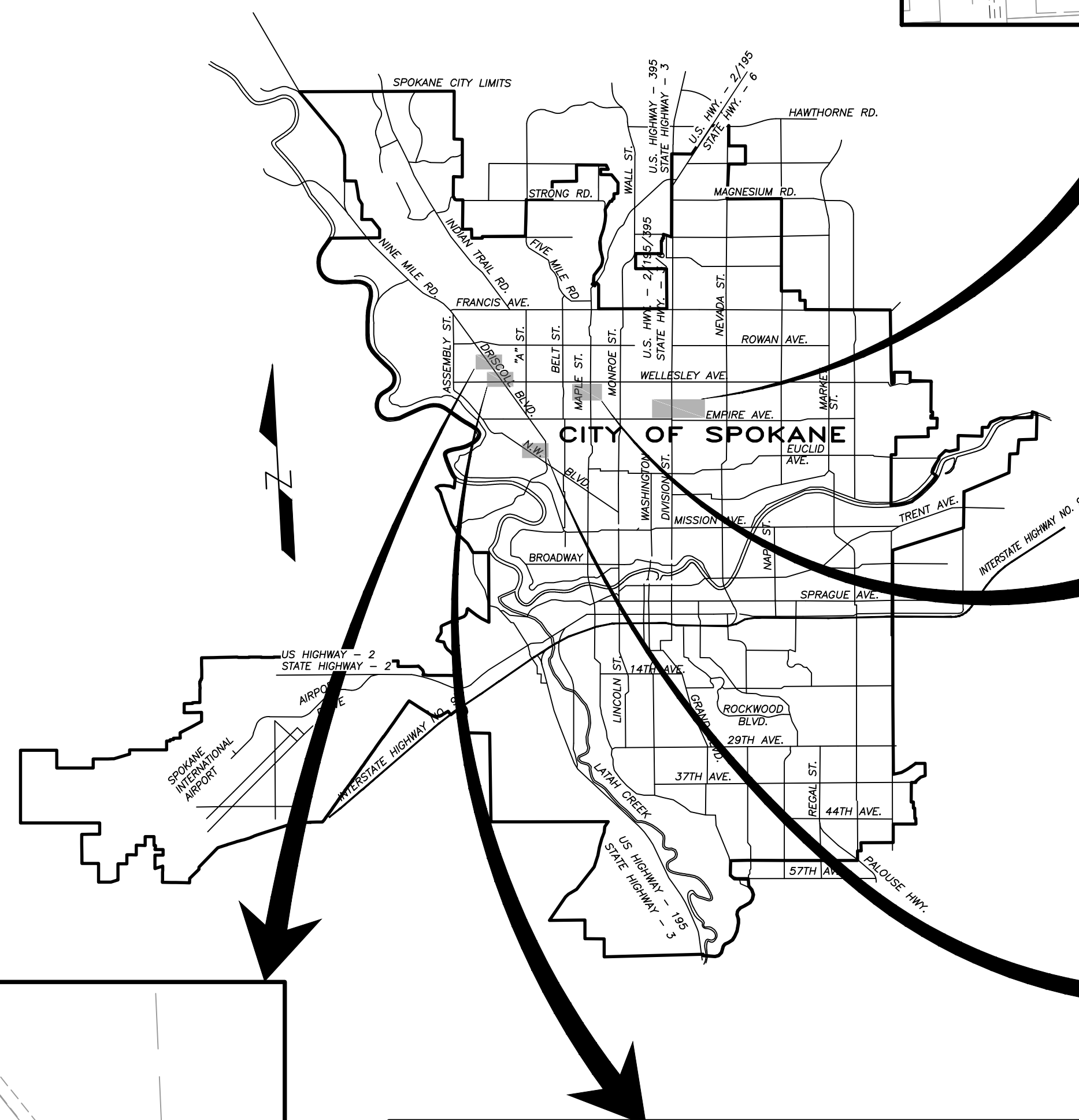
D2-3 'D' STREET



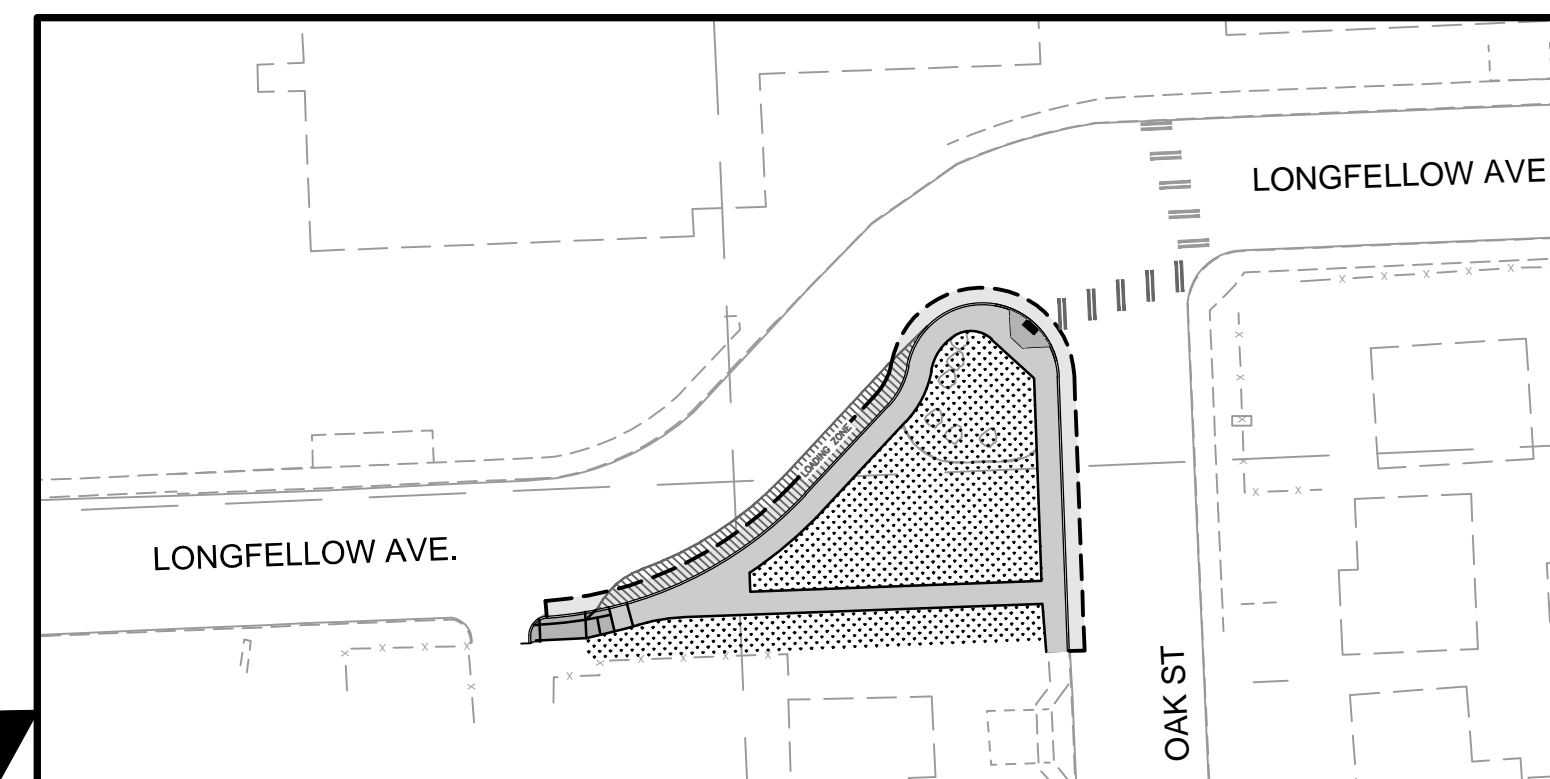
DISTRICT 2

City Project # 2016069

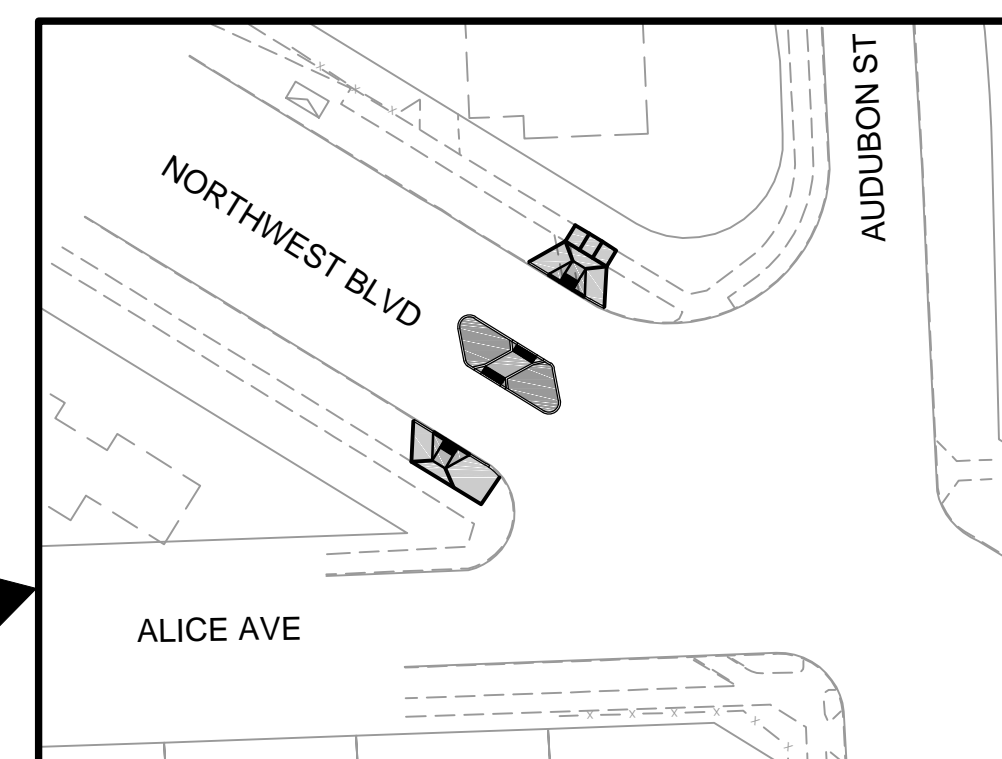
FOR THE CONSTRUCTION OF:
PAVING, CURB, GUTTER, AND SIDEWALKS;
STORM SEWER AND STRUCTURES;
WATER, AND OTHER RELATED ITEMS.



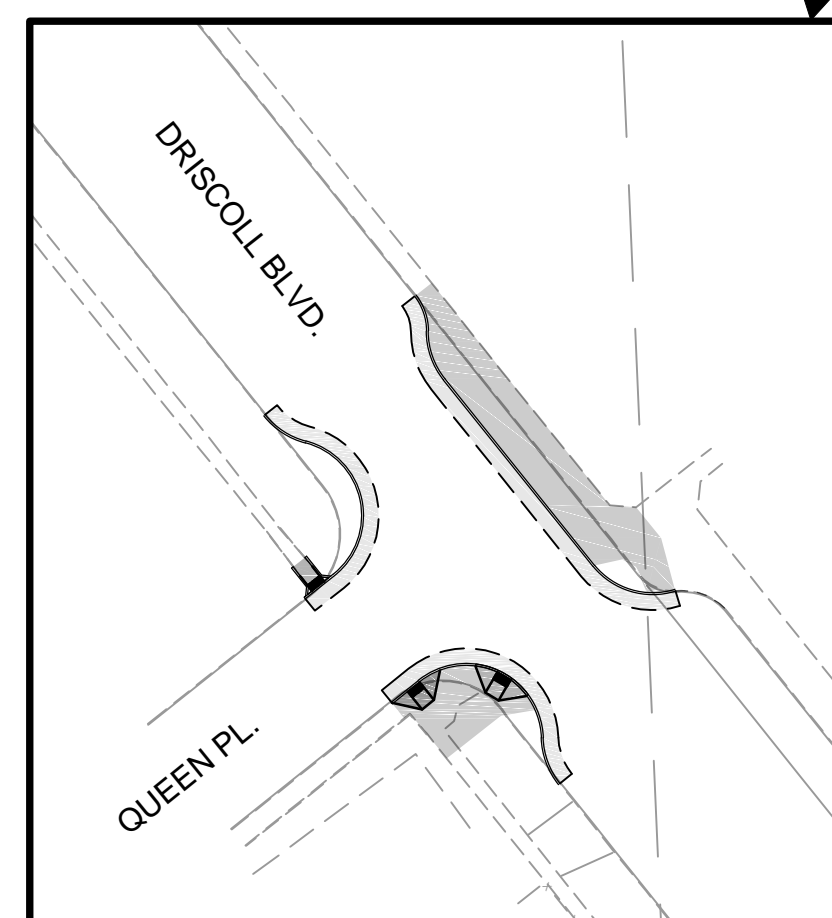
LACROSSE AVENUE



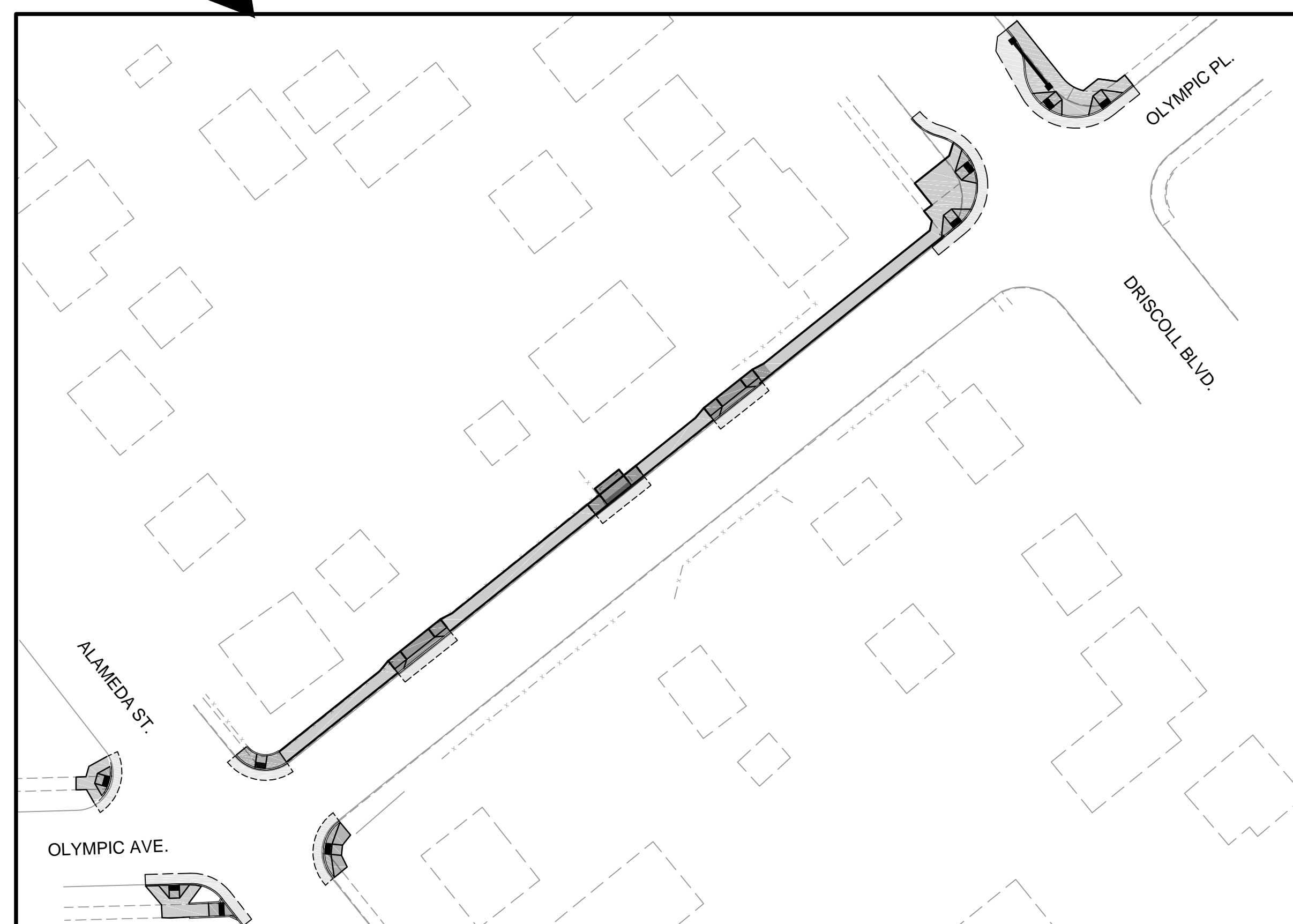
LONGFELLOW AVENUE



NORTHWEST BOULEVARD



QUEEN PLACE & DRISCOLL BLVD.



OLYMPIC PLACE & DRISCOLL BLVD.

DISTRICT 3

G3-1 INDEX SHEET, VICINITY MAP

D3-1 NORTHWEST BOULEVARD

D3-2 LONGFELLOW AVENUE

D3-3 LACROSSE AVENUE

D3-4 OLYMPIC PLACE & DRISCOLL BLVD.

D3-5 QUEEN PLACE & DRISCOLL BLVD.



DISTRICT 3

City Project # 2016070

FOR THE CONSTRUCTION OF:
PAVING, CURB, GUTTER, AND SIDEWALKS;
STORM SEWER AND STRUCTURES;
WATER, AND OTHER RELATED ITEMS.

City Of Spokane
Engineering Services Department
***** Bid Tabulation *****

Project Number: 2016068

Project Description Cycle 6 (2016) Traffic Calming

Funding Source Local

Preparer David St Pierre

Original Date 8/13/2018 7:48:19 AM

Update Date 9/10/2018 1:58:43 PM

Addendum

Project Number: 2016068			Engineer's Estimate		Bacon Concrete Inc		Cameron-Reilly		William Winkler Company	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01 Cycle 6 Traffic Calming

Sales tax shall be included in unit prices

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	1,200.00	*****	750.00	*****	750.00	*****	764.50
103	POTHOLING	9 EA	600.00	5,400.00	300.00	2,700.00	250.00	2,250.00	528.00	4,752.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	10,000.00	*****	6,000.00	*****	8,000.00	*****	17,739.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	600.00	600.00	1,000.00	1,000.00	1,000.00	1,000.00	1,498.00	1,498.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	5,000.00	*****	4,000.00	*****	4,500.00	*****	5,616.00
107	MOBILIZATION	1 LS	*****	84,000.00	*****	60,000.00	*****	50,385.00	*****	109,616.00
108	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 1	1 LS	*****	10,000.00	*****	8,000.00	*****	12,240.00	*****	10,989.00
109	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 3	1 LS	*****	25,000.00	*****	14,000.00	*****	12,240.00	*****	22,295.00
110	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 2	1 LS	*****	15,000.00	*****	12,000.00	*****	12,240.00	*****	15,694.00
111	SEQUENTIAL ARROW SIGN	500 HR	5.00	2,500.00	3.00	1,500.00	2.00	1,000.00	2.50	1,250.00
112	PORTABLE CHANGEABLE MESSAGE SIGN	800 HR	7.00	5,600.00	4.50	3,600.00	5.00	4,000.00	4.15	3,320.00
113	TYPE III BARRICADE	35 EA	50.00	1,750.00	100.00	3,500.00	100.00	3,500.00	25.30	885.50
114	CLEARING AND GRUBBING	1 LS	*****	14,000.00	*****	2,500.00	*****	15,000.00	*****	17,711.00

<i>Project Number:</i> 2016068			<i>Engineer's Estimate</i>		Bacon Concrete Inc		Cameron-Reilly		William Winkler Company	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Cycle 6 Traffic Calming					Sales tax shall be included in unit prices					
115	AIR OR HYDRO EVACUATION	11 EA	725.00	7,975.00	675.00	7,425.00	400.00	4,400.00	632.50	6,957.50
116	TREE PROTECTION ZONE	53 EA	260.00	13,780.00	220.00	11,660.00	250.00	13,250.00	275.00	14,575.00
117	VACANT	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
118	TREE PRUNING	17 EA	275.00	4,675.00	240.00	4,080.00	400.00	6,800.00	192.50	3,272.50
119	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	9,300.00	*****	4,000.00	*****	20,000.00	*****	12,364.00
120	REMOVE EXISTING CURB	2180 LF	17.00	37,060.00	13.50	29,430.00	12.00	26,160.00	8.95	19,511.00
121	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	513 SY	18.00	9,234.00	20.00	10,260.00	20.00	10,260.00	25.80	13,235.40
122	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	7 EA	725.00	5,075.00	720.00	5,040.00	840.00	5,880.00	1,220.00	8,540.00
123	REMOVE CURB/GRATE INLET	5 EA	700.00	3,500.00	650.00	3,250.00	400.00	2,000.00	1,220.00	6,100.00
124	REMOVE EXISTING <12 IN. DIAMETER PIPE	140 LF	15.00	2,100.00	20.00	2,800.00	40.00	5,600.00	53.60	7,504.00
125	SAWCUTTING CURB	50 EA	35.00	1,750.00	24.00	1,200.00	50.00	2,500.00	27.50	1,375.00
126	SAWCUTTING RIGID PAVEMENT	1116 LFI	1.20	1,339.20	1.10	1,227.60	2.00	2,232.00	4.00	4,464.00
127	SAWCUTTING FLEXIBLE PAVEMENT	15634 LFI	0.50	7,817.00	0.50	7,817.00	0.50	7,817.00	1.00	15,634.00
128	REMOVE UNSUITABLE FOUNDATION MATERIAL	15 CY	33.00	495.00	30.00	450.00	75.00	1,125.00	93.30	1,399.50
129	REPLACE UNSUITABLE FOUNDATION MATERIAL	15 CY	48.00	720.00	45.00	675.00	75.00	1,125.00	118.00	1,770.00
130	SELECT BORROW INCL. HAUL	20 CY	48.00	960.00	45.00	900.00	75.00	1,500.00	177.50	3,550.00
131	CSTC FOR SIDEWALK AND DRIVEWAYS	128 CY	150.00	19,200.00	105.00	13,440.00	100.00	12,800.00	157.00	20,096.00
132	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	634 SY	44.00	27,896.00	38.00	24,092.00	44.00	27,896.00	42.90	27,198.60
133	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 6 INCH THICK	328 SY	62.00	20,336.00	60.00	19,680.00	90.00	29,520.00	88.30	28,962.40

<i>Project Number:</i> 2016068			<i>Engineer's Estimate</i>		Bacon Concrete Inc		Cameron-Reilly		William Winkler Company	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Cycle 6 Traffic Calming					Sales tax shall be included in unit prices					
134	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1814 SY	33.00	59,862.00	32.00	58,048.00	35.00	63,490.00	21.50	39,001.00
135	GRATE INLET TYPE 3	2 EA	2,700.00	5,400.00	1,500.00	3,000.00	2,500.00	5,000.00	1,496.00	2,992.00
136	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	10 EA	1,000.00	10,000.00	650.00	6,500.00	750.00	7,500.00	365.50	3,655.00
137	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN CONCRETE	2 EA	1,000.00	2,000.00	600.00	1,200.00	750.00	1,500.00	365.50	731.00
138	CATCH BASIN TYPE 1	5 EA	3,000.00	15,000.00	2,750.00	13,750.00	2,600.00	13,000.00	2,519.00	12,595.00
139	CATCH BASIN TYPE 3	4 EA	3,200.00	12,800.00	2,750.00	11,000.00	3,500.00	14,000.00	2,772.00	11,088.00
140	WSDOT CATCH BASIN TYPE 1P	1 EA	2,800.00	2,800.00	1,950.00	1,950.00	2,400.00	2,400.00	1,796.00	1,796.00
141	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI- DIRECTIONAL VANED GRATE	2 EA	1,500.00	3,000.00	900.00	1,800.00	1,200.00	2,400.00	545.50	1,091.00
142	REPLACE SURFACE INLET CATCH BASIN FRAME AND GRATE WITH MANHOLE FRAME AND COVER	2 EA	1,500.00	3,000.00	900.00	1,800.00	750.00	1,500.00	545.50	1,091.00
143	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	1 EA	900.00	900.00	900.00	900.00	750.00	750.00	545.50	545.50
144	CLEANING EXISTING DRAINAGE STRUCTURE	10 EA	415.00	4,150.00	320.00	3,200.00	250.00	2,500.00	229.00	2,290.00
145	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	15 CY	38.00	570.00	45.00	675.00	75.00	1,125.00	93.30	1,399.50
146	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	15 CY	56.00	840.00	45.00	675.00	75.00	1,125.00	118.00	1,770.00
147	IMPORTED BACKFILL	15 CY	57.00	855.00	45.00	675.00	75.00	1,125.00	118.00	1,770.00
148	TRENCH SAFETY SYSTEM	1 LS	*****	3,000.00	*****	500.00	*****	750.00	*****	813.50
149	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	286 LF	73.00	20,878.00	68.00	19,448.00	75.00	21,450.00	40.00	11,440.00

<i>Project Number:</i> 2016068			<i>Engineer's Estimate</i>		Bacon Concrete Inc		Cameron-Reilly		William Winkler Company	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Cycle 6 Traffic Calming					Sales tax shall be included in unit prices					
150	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	10 EA	1,100.00	11,000.00	820.00	8,200.00	600.00	6,000.00	352.00	3,520.00
151	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	3 EA	1,000.00	3,000.00	800.00	2,400.00	750.00	2,250.00	427.50	1,282.50
152	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	2,000.00	*****	1,500.00	*****	1,200.00	*****	2,386.00
153	TRENCH EXCAVATION FOR WATER SERVICE TAP	10 LF	25.00	250.00	100.00	1,000.00	40.00	400.00	227.00	2,270.00
154	ESC LEAD	1 LS	*****	2,600.00	*****	1,500.00	*****	750.00	*****	900.50
155	INLET PROTECTION	54 EA	110.00	5,940.00	75.00	4,050.00	100.00	5,400.00	101.50	5,481.00
156	STREET CLEANING	4 HR	150.00	600.00	300.00	1,200.00	250.00	1,000.00	201.50	806.00
157	TOPSOIL TYPE A, 2 INCH THICK	792 SY	17.00	13,464.00	8.00	6,336.00	4.00	3,168.00	3.85	3,049.20
158	HYDROSEEDING	325 SY	12.00	3,900.00	6.00	1,950.00	4.00	1,300.00	3.30	1,072.50
159	SOD INSTALLATION	467 SY	34.00	15,878.00	20.00	9,340.00	20.00	9,340.00	16.80	7,845.60
160	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	10,000.00	*****	6,000.00	*****	13,500.00	*****	13,200.00
161	2 IN. PVC IRRIGATION SLEEVE	72 LF	15.00	1,080.00	10.00	720.00	10.00	720.00	8.80	633.60
162	CEMENT CONCRETE CURB	2237 LF	49.00	109,613.00	34.00	76,058.00	35.00	78,295.00	31.80	71,136.60
163	CEMENT CONCRETE DRIVEWAY	172 SY	165.00	28,380.00	82.00	14,104.00	85.00	14,620.00	59.30	10,199.60
164	CEMENT CONCRETE DRIVEWAY TRANSITION	19 SY	120.00	2,280.00	82.00	1,558.00	85.00	1,615.00	59.90	1,138.10
165	CHANNELIZING DEVICES	7 EA	400.00	2,800.00	350.00	2,450.00	350.00	2,450.00	357.50	2,502.50
166	MONUMENT FRAME AND COVER	1 EA	400.00	400.00	800.00	800.00	350.00	350.00	271.00	271.00
167	CEMENT CONC. SIDEWALK	2049 SY	75.00	153,675.00	60.00	122,940.00	65.00	133,185.00	49.70	101,835.30

<i>Project Number:</i> 2016068			<i>Engineer's Estimate</i>		Bacon Concrete Inc		Cameron-Reilly		William Winkler Company	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Cycle 6 Traffic Calming					Sales tax shall be included in unit prices					
168	RAMP DETECTABLE WARNING	284 SF	46.00	13,064.00	22.00	6,248.00	20.00	5,680.00	22.00	6,248.00
169	SIGNING, PERMANENT, CITY MANUFACTURED SIGNS - DISTRICT 1	1 LS	*****	1,000.00	*****	1,000.00	*****	900.00	*****	880.00
170	SIGNING, PERMANENT, CITY MANUFACTURED SIGNS - DISTRICT 2	1 LS	*****	1,000.00	*****	500.00	*****	500.00	*****	440.00
171	SIGNING, PERMANENT, CITY MANUFACTURED SIGNS - DISTRICT 3	1 LS	*****	7,000.00	*****	9,000.00	*****	9,500.00	*****	9,240.00
172	REMOVAL OF EXISTING PAVEMENT MARKINGS	306 SF	4.50	1,377.00	5.25	1,606.50	6.00	1,836.00	5.50	1,683.00
173	PAVEMENT MARKING - DURABLE HEAT APPLIED	587 SF	10.00	5,870.00	10.00	5,870.00	10.00	5,870.00	9.90	5,811.30
174	PAVEMENT MARKING - PAINT	4 SF	1.00	4.00	20.00	80.00	6.00	24.00	5.50	22.00
175	REINFORCED DOWELED CURB	278 LF	30.00	8,340.00	20.00	5,560.00	15.00	4,170.00	23.20	6,449.60
176	TRAFFIC ISLAND CONCRETE	84 SY	145.00	12,180.00	75.00	6,300.00	65.00	5,460.00	34.80	2,923.20
177	ADA FEATURES SURVEYING	1 LS	*****	10,000.00	*****	7,400.00	*****	10,650.00	*****	3,300.00
<i>Schedule Totals</i>				925,013.20		697,769.10		767,719.00		769,235.50

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	925,013.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	925,013.20
Bacon Concrete Inc	697,769.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	697,769.10
Cameron-Reilly	767,719.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	767,719.00
William Winkler Compa	769,235.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	769,235.50

Low Bid Contractor: Bacon Concrete Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$697,769.10	\$925,013.20	24.57	% Under Estimate
Bid Totals	\$697,769.10	\$925,013.20	24.57	% Under Estimate

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

09/24/2018

Date Rec'd

9/12/2018

Clerk's File #

OPR 2018-0583

Renews #Submitting Dept

POLICE

Cross Ref #Contact Name/Phone

JENNIFER ISAACSON 625-4056

Project #Contact E-Mail

JISAACSON@SPOKANEPOLICE.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0680 - (1620) COLLISION FORENSIC SOLUTIONS

Agenda Wording

Contract with Collusion Forensic Solutions LLC (NE) to purchase a ScanStation 3D Laser Scanner with software, training and support utilizing Edward Byrne Memorial Justice Assistance Grant (JAG) Program funding from two awards - FY2015 & FY2017.

Summary (Background)

In 2017 Spokane Police applied for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program funding with the hope of using part of the funds to purchase a scan station. \$78,921.15 will be funded by JAG FY2017 funds. \$25,974.30 will be funded by JAG FY2015 funds and \$44,859.55 will come from 5901. Total contract is for \$149,755.00. Term is 09/25/2018-09/24/2021.

Fiscal Impact

Grant related? YES

Budget Account

Public Works? NO

Expense \$ 25,974.30

1620-91723-94000-56401-99999

Expense \$ 78,921.15

1620-91750-94000-56401-99999

Expense \$ 44,859.55

5901-79115-94000-56401-99999

Select \$

#

ApprovalsCouncil NotificationsDept Head

KING, KEVIN

Study Session

PSC 08/17/2017

Division Director

KING, KEVIN

OtherFinance

SCHMITT, KEVIN

Distribution ListLegal

ODLE, MARI

cwahl

For the Mayor

COTE, BRANDY

spd purchasing

Additional Approvals

spdfinance

Purchasing

mdoval

GRANTS &
CONTRACT MGMT

BROWN, SKYLER

sbrown

Briefing Paper
City of Spokane
Spokane Police Department
Justice Assistance Grant (JAG) Program FY2017
Public Safety – August 21, 2017

Subject

JAG 2017-MOU with County to apply for funding.

Background

The Spokane Police Department in collaboration with the Spokane County Sheriff's Office wishes to submit a request for funding for a joint proposal under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. An award will be requested for \$143,493.00 which will be split as follows: City - \$78,921.15 and County - \$64,571.85.

The CITY would like to use the \$78,921.15 for Joint Law Enforcement prosecution in the purchase of a 3D Scanner for mapping crime scenes digitally for prosecution and potentially exceeding best practices in court presentations.

The COUNTY will use \$32,286 of the grant funding for the prosecution and court programs purpose areas of the grant. Funding will be used to fill a support staff position in the prosecution of property and drug crimes for an approximate 9 month time frame during the award period. The Spokane County Sheriff's Office will use \$32,286 of the grant funding for the law enforcement purpose area of the grant. The purchase of equipment will be used to ensure the safety of the Spokane community.

Impact

The purchases will help with prosecution collaboration and law enforcement enhancement.

Action

Authorization to apply for JAG FY 2017 Funds

Funding

Department of Justice grant funds.



City of Spokane

CONTRACT

Title: **LEICA 3D LASER SCANNER,
SOFTWARE TRAINING AND SUPPORT**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **COLLISION FORENSIC SOLUTIONS**, whose address is 300 South Fillmore Street, Papillion, Nebraska 68046, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company shall provide **SCANSTATION 3D LASER SCANNER WITH SOFTWARE, TRAINING AND SUPPORT**, in accordance with the City's IRFP#763-18, and Company's Letter of Submittal and Technical Proposal, all attached as Attachment B. In the event of a conflict between Company's Letter of Submittal and Technical Proposal and this Contract, the terms of this contract will control.
2. **CONTRACT TERM.** The Contract shall begin on September 25, 2018 and run through September 24, 2021, unless terminated sooner.
3. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed **ONE HUNDRED FORTY NINE THOUSAND SEVEN HUNDRED FIFTY FIVE AND NO/100 DOLLARS (\$149,755.00)**, not including tax, for everything furnished and done under this Contract.
4. **PAYMENT.** The Company shall send its application for payment the Spokane Police Department, Public Safety Building, 1100 West Mallon Avenue, Spokane, Washington 99260. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
7. **AMENDMENTS.** This Contract may be amended at any time by mutual written agreement.

8. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, 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 this Contract.

9. TERMINATION. Either party may terminate this Contract in accordance with the Contract documents.

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- 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
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- 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.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance

law, or Title 51 RCW. The Company 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 indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

12. DEBARMENT AND SUSPENSION. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

13. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

15. 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 Contract 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. The Company 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 Company.

16. BUSINESS REGISTRATION REQUIREMENT. 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 Company 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 Company 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.

17. AUDIT / RECORDS. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

18. CONFIDENTIALITY/PUBLIC RECORDS. City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

19. GOVERNING LAW. This agreement is governed by the laws of the State of Washington.

COLLISION FORENSIC SOLUTIONS

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Firm's UBI #

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A - Certificate Regarding Debarment

Attachment B – Informal Request for Proposals #763-18, Letter of Submittal and Technical Proposal

18-162

ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

DAVID A. CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400
FAX (509) 625-6413

INFORMAL REQUEST FOR PROPOSALS

City of Spokane, Washington

IRFP NUMBER: #763-18

DESCRIPTION: SCANSTATION 3D LASER SCANNER WITH SOFTWARE, TRAINING AND SUPPORT

DUE DATE: Friday, September 7, 2018
No later than 3:00 p.m. - local time

City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

A handwritten signature in cursive script that reads "Connie Wahl".

Connie Wahl, C.P.M., CPPB
Purchasing

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1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Police Department (hereinafter “City”) is initiating this Informal Request for Proposals (IRFP) to solicit Proposals from Firms interested in participating on a project to provide ScanStation 3D Laser Scanner along with Training, Software and Support Services.

1.2 MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington to be able to enter into a contract with the City of Spokane.

1.3 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

Funding may include City funds, as well as State and/or Federal grants. Firms are warned to take into consideration applicable Federal requirements in making their Proposal and performing the work.

1.4 PERIOD OF PERFORMANCE

The period of performance of any agreement resulting from this IRFP is tentatively scheduled to begin on or about September, 2018 and to end in August, 2021.

1.5 DEFINITIONS

Definitions for the purposes of this IRFP include:

City – The City of Spokane, a Washington State municipal corporation, the agency issuing this IRFP.

Firm or Consultant – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation.

Proposer - Individual or Firm submitting a Proposal in order to attain a contract with the City.

Informal Request for Proposals (IRFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an IRFP is to permit the consultant community to suggest various approaches to meet the City’s need at a given price.

1.6 ADDENDA

It is the responsibility of Proposers to check the Purchasing Webpage <https://my.spokanecity.org/administrative/purchasing/current-projects/> for Addenda or other additional information that may be posted regarding this Informal Request for Proposals.

1.7 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. SCOPE OF SERVICES

The scope of services includes the products listed below including the Laser Scanner, associated software along with training and three years of technical support and three years of product updates to be included. A minimum of 4 days or 40 hours of training must be provided on-site at the City of Spokane by Certified ACTAR and IAI trainers for up to eight City employees. Additional virtual training must be provided by certified Leica Geosystems staff for City employees. Quantities for products below are one (1) each unless specifically identified as more as an additional quantity. Product substitutions will be considered if they meet the requirements based on Scope of Services below as determined by the City. See Part 4 "Proposal Content" for instructions on developing Proposal.

- **Leica RTC360 Laser Scanner Kit**
1 year RTC360 Laser Scanner CCP Basic
GVP730, Transport Container for RTC360 Laser Scanner and RTC360 Scan Head
GEB361 Lithium Ion Battery
GKL341, Charger Prof 5000. Charges up to 4 batteries, including RTC360 Flash Drive - 256GB
RTC360 Rain Cover
- **GST80, Lightweight Tripod for RTC360 Laser**
- **3 year RTC360 Laser Scanner CCP Silver**
Including Silver Calibration with individual instrument error rate.
- **Enhanced HDS Data Collector--64GB**
MSI Enhanced HDS Data Processor / Notebook Computer
17.3" Monitor, Intel Core i77820HK or better, 32GB DDR4 Memory, 512 GB M.2, 1TB Storage HDD,
NVIDIA® GeForce GTX 1080 8GB, Windows 10
Windows 10 Pro 64bit
Standard 1Year Limited Warranty (Including 1Year Limited Global Warranty) for MSI Notebooks
- **IPad Pro w/4G LTE and Wifi 64 GB + OtterBox** For remote wireless control of RTC360 with onsite registration, onsite data capture, and multimedia integration.
- **NIST Calibrated PS Traceable Artifact Bundle**
- **ScanStation Target Package**
Including:
4x GZT21, Scanning Target (822694)
4x GAD50, Stub-to-Screw Adapter (823044) 4x Flat magnet mount (670229)
1x GVP703, Soft Bag (790314)

- **Cyclone REGISTER Pro Permanent**
- **Cyclone REGISTER 360**
- **Cyclone PUBLISHER Pro-Permanent**
- **TruView Cloud Subscription - 1 year**
With Truview access anywhere and up to 250 positions
- **Cyclone FIELD 360 On-Site Registration Software**
- **Cyclone REGISTER Pro CCP – 3 year**
- **Cyclone PUBLISHER Pro CCP 3 year**
- **Cyclone REGISTER 360 CCP**
- **Cyclone FIELD 360 On-Site Registration Software CCP**
- **IMS Map360 v1 (Core software)**
Including 3 months of CCP
- **IMS Map360 v1 Animation Extension**
Including 3 months of CCP
- **IMS Map360 v1 Point Cloud Extension**
Including 3 months of CCP
- **IMS Map360 CCP (3 year)**
Includes:
Technical support for 3 Years
Product updates for 3 Years
- **IMS Map360 Animation Extension CCP - 3 year**
Includes:
Technical support for 3 Years
Product updates for 3 Years
- **IMS Map360 Point Cloud Extension CCP - 3 year**
Includes:
Technical support for 3 Years
Product updates for 3 Years
- **4 Days or 40 hours On-Site Certified ACTAR and IAI Leica IMS Point Cloud Software Training**
- **4 Days or 40 hours On-Site Certified ACTAR and IAI Leica Laser Scanner and Software Training**
Up to 8 students at City of Spokane including all travel/meal/lodging costs for trainer
- **One on One Training for PSG (Six 2-hour blocks)**
Six 2-hour blocks of virtual training delivered via personal videoconference by certified Leica Geosystems Staff

3. GENERAL INFORMATION

3.1 IRFP COORDINATOR

The IRFP Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this IRFP shall be with the IRFP Coordinator, as follows:

Name	Zachary Storment
E-Mail Address	zstorment@spokanecity.org

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the IRFP Coordinator may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Question and answer period	September 4 – September 7, 2018
Proposals due	September 7, 2018 – 3:00 P.M.
Evaluate Proposals	September 10, 2018
City Council approval of contract	September, 2018
Begin contract work	September, 2018

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

1. PREPARATION OF PROPOSALS

All Proposals shall be typed or printed in ink, prepared on the document furnished by the Purchaser and signed by an authorized person of the Firm. Use email or recycled paper and both sides of paper sheets whenever practicable. **PROPOSALS MAY BE SUBMITTED BY HAND, MAIL, OR EMAIL.**

2. EMAILING PROPOSALS

Email one (1) Proposal copy to City of Spokane Purchasing at purchasinghelp@spokanecity.org. **It is the responsibility of the Proposer to be sure the email is received.** If you do not receive an email confirmation sent directly by Purchasing, it is recommended that you call (509) 625-6400 to confirm receipt. **A delivery confirmation receipt generated from your original email is not a guaranteed confirmation of receipt.**

3. ENVELOPE PREPARATION OF PROPOSALS SUBMITTED BY HAND OR MAIL

If Submitting Proposal by mail, place one (1) copy of the Proposal in a sealed envelope. On the front of the envelope, place the following information:

“INFORMAL REQUEST FOR PROPOSAL – IMPORTANT”

“IRFP #763-18 SCANSTATION 3D LASER SCANNER WITH SOFTWARE, TRAINING AND SUPPORT”

“DUE: FRIDAY, SEPTEMBER 7, 2018 – 3:00 P.M.”

YOUR COMPANY NAME

ADDRESSED TO:

**City of Spokane – Purchasing
4th Floor – City Hall
808 West Spokane Falls Blvd.
Spokane, WA 99201-3316**

If you do not put the above information on your envelope, it could be opened early or late and damage your chance to respond.

NOTE: IF SUBMITTING PROPOSAL BY MAIL, PROPOSER MUST ALSO NOTIFY BY EMAIL AT PURCHASINGHELP@SPOKANECITY.ORG that Proposal has been submitted by mail due to mail delivery delays. Mailed Proposals not confirmed by email and not received in the Purchasing Office by the due date and time may not be considered.

The City is not responsible for Proposals delivered late. It is the responsibility of the Proposer to be sure the Proposal is sent sufficiently ahead of time to be received **no later than 3:00 PM** local time on the due date. Proposers mailing Proposals should allow normal mail delivery time to ensure timely receipt of their Proposals. The City reserves the right to not consider Proposals received late. City Hall is now a secured building. Hand delivered Proposals will be received at the "My Spokane" Service desk on the 1st Floor of City Hall.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records."

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision whether to exempt a record predicated upon state law and regulations, regardless of any claim of confidentiality by Proposer. If any information is marked as "Confidential" in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information must be directed to the IRFP Coordinator.

3.5 REVISIONS TO THE IRFP

In the event it becomes necessary to revise any part of this IRFP or provide any other pertinent information, it shall be posted as an addendum to the IRFP on the City of Spokane Purchasing Webpage <https://my.spokanecity.org/administrative/purchasing/current-projects/>.

The City also reserves the right to cancel or reissue the IRFP in whole or in part, prior to final award of a contract.

3.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

3.7 ACCEPTANCE PERIOD

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

3.8 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the IRFP may result in rejection of its Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.9 MOST FAVORABLE TERMS

The City reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially with the most favorable terms that can be proposed. There will be no best and final offer procedure. The City reserves the right to contact a Proposer for clarification of its Proposal.

The Proposer should be prepared to accept this IRFP for incorporation into a contract resulting from this IRFP. Contract negotiations may incorporate some or all of the Proposal.

3.10 COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this IRFP, in conduct of a presentation, or any other activities related to responding to this IRFP.

3.11 NO OBLIGATION TO CONTRACT

This IRFP does not obligate the City to contract for services specified herein.

3.12 REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this IRFP.

3.13 INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW chapter 39.34. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

3.14 OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Consultant or the Consultant's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property

of the City. Such property shall constitute “work made for hire” as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or pay for by the City is owned by the Consultant and is not “work made for hire” within the terms of this Agreement.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

Proposals shall be submitted on eight and one-half by eleven inch (8” 1/2 x 11”) paper with tabs separating the major sections of the Proposal. Use recycled paper and both sides of paper sheets whenever practicable. The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.
2. Technical Proposal.
3. Management Proposal.
4. Cost Proposal.
5. Attachment A – Certification Form.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal, but should assist the Proposer in preparing a thorough response.

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 Informal 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.
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 IRFP. 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. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.
3. **PROJECT SCHEDULE** – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
4. **DELIVERABLES** – Fully describe deliverables to be submitted under the proposed project.

4.4 MANAGEMENT PROPOSAL

A. PROJECT MANAGEMENT/EXPERIENCE OF THE FIRM

1. **PROJECT TEAM** - Provide a description of the proposed project team to be used during the course of the project, including any subcontractors. Include who within the Firm will have prime responsibility and final authority for the proposed work.
2. **STAFF QUALIFICATIONS / EXPERIENCE** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, 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.
3. **EXPERIENCE OF THE FIRM** - Indicate the experience the Firm and any subcontractors have in the following areas: ScanStation 3D Laser Scanning product supply, software, training, support and forensic (crime scene) mapping with product. Include any applicable certifications.

B. 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.

C. 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.
2. 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.

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 IRFP.

1. IDENTIFICATION OF COSTS

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Submit a fully detailed budget per Scope of Services including line item product pricing, staff costs such as travel, meals, lodging and any other expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Include a total cost. Firms are required to collect and pay Washington state sales tax, if applicable.

Costs for subcontractors are to be broken out separately.

4.6 ATTACHMENT A

Attached to this Informal Request for Proposal and included herein by reference is Attachment A "ATTACHMENT A "CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION". Include a signed copy of this form with Proposal.

5. EVALUATION

5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation.

The IRFP Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the Proposal for evaluation purposes:

Technical Proposal – 35%	35 points
Management Proposal - 30%	30 points
Cost Proposal – 35%	35 points
GRAND TOTAL FOR WRITTEN PROPOSAL	100 POINTS

5.3 ORAL PRESENTATIONS MAY BE REQUIRED

Written submittals and oral presentations by conference call, if considered necessary, will be utilized in selecting the winning Proposal. The City, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral presentation and final determination of contract award. Should the City elect to hold oral presentations, it will contact the top-scoring Firm(s) to schedule a date and time. Commitments made by the Firm at the oral interview, if any, will be considered binding.

5.4 AWARD OF CONTRACT

This IRFP does not obligate the City to award a contract.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City. More than one contract may be awarded.

Award of contract, when made, will be to the proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A PROPOSAL. The City Council shall make the award of contract or purchase. Unsuccessful proposers will not automatically be notified of Proposal results.

5.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

6. CONTRACT TERMS

6.1 BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The vendor 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 Vendor 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.

6.2 ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, 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 contract.

6.3 DISPUTES

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

6.4 TERMINATION

Either party may terminate this contract by sixty (60) days written notice to the other party.

6.5 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 Contract 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. The Firm 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 Firm.

6.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A Certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm and its principals;

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
- d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

6.7 PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6.8 LIABILITY

The Firm 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 Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

6.9 INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- 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; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract; 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 \$1,000,000 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 contract. The coverage must remain in effect for at least three [3] years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable

endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

7. GRANT REQUIREMENTS

Grant money may be used as payment for a contract resulting from this Informal Request for Proposals. Funding may include City funds, as well as State and/or Federal grants. Firms are warned to take into consideration applicable Federal requirements in making their Proposal and performing the work.

Proposers must not be debarred, suspended, declared ineligible or otherwise excluded from covered transactions by any Federal department or agency as required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 180.

**ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Operator / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier Operator certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier Operator is unable to certify to any of the statements in this contract, such Operator shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Operator / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)



COLLISION FORENSIC SOLUTIONS^{LLC}

Serving and providing certified law enforcement training since 1988

IPFP Number: #763-18

Description: ScanStation 3D Laser Scanner with Software, Training & Support

Letter of Submittal / Tab 1

Name and HQ of Bidder:

Collision Forensic Solutions
Michael L. Selves
300 South Fillmore Street
Papillion, NE 68046
(402) 339-1518 – Office
(402) 339-4811 - Fax
Cfs1286@cox.net
www.CollisionFS.com

Sole Proprietorship / Federal Employer Identification # 71-0956582

Headquarters / Papillion, NE

Collision Forensic Solution / Michael L. Selves will comply with all terms and conditions set forth in the Informal Request for Proposals, unless otherwise agreed by the City.



COLLISION FORENSIC SOLUTIONS LLC

Serving and providing certified law enforcement training since 1988

IPFP Number: #763-18

Description: ScanStation 3D Laser Scanner with Software, Training & Support

Technical Proposal / TAB 2

Collision Forensic Solutions (CFS) is pleased to offer the Spokane Police Department the most technically advanced and automated terrestrial laser scanning system on the market in combination with the only source of law enforcement specific training that is certified by both the International Association for Identification (IAI) and the Accreditation Commission for Traffic Accident Reconstructionist (ACTAR). The Leica RTC360 hardware, Cyclone point cloud software, and Map360 CAD software included in CFS's quote are state of the art and meet all individual specifications of the IRFP. CFS also takes advantage of our close relationship with Leica Geosystems to offer our clients added value. Clients who maintain active support contracts for their hardware and software are rewarded with additional solutions and support at no additional cost. For example, the quotation in Tab 4 (Cost Proposal) includes Cyclone Register 360 and support at no additional cost to the City of Spokane. CFS also chooses to pass on functional equipment like computers and third-party electronics at cost from hand-picked custom builders and distributors. We want our customers to have as much computing power as their budgets will allow and use computing equipment that is optimized for the task at hand.

Our company is unique in that our sole focus is on equipping law enforcement with high quality mapping gear at the lowest possible cost AND making sure they're trained to properly use it. For this reason, CFS has become one of the largest Leica Public Safety dealers in North America.



COLLISION FORENSIC SOLUTIONS LLC

Serving and providing certified law enforcement training since 1988

Technical Proposal / TAB 2; Cont.

CFS has supplied and trained the staff of numerous government agencies throughout the United States and abroad for 26 years. We hope our uncommon combination of superior equipment, experience, and practical training will be met with your approval. This approach has proven successful in such diverse agencies as the South Dakota Highway Patrol and the Royal Canadian Mounted Police in Canada. CFS is owned and operated entirely by active and retired law enforcement officials and their families. Our experts are recognized world-wide for their performance in Forensic Mapping, Accident Reconstruction, and Crime Scene Investigation.

CFS staff members possess certifications from the preeminent professional associations in their field(s) including: ACTAR, the IAI, the Law Enforcement and Emergency Services Association (LEVA), the Professional Society of Forensic Mapping (PSFM) and the International Association of Forensic and Security Metrology (IAFSM).

Over 100 years of combined experience in the forensically relevant 3D documentation of crime and crash scene investigations are at your disposal when your agency partners with CFS. Our company remains relevant and well-tested by maintaining an active role in forensic investigations for public safety agencies throughout North America. We use the equipment that we promote, and we have developed law-enforcement specific workflows. CFS trained operators avoid wasted effort and critical failures while producing data sets that meet the demanding Daubert / Frye standards for court admissibility. Our data and subsequent analyses have been accepted in federal and state judicial districts all across the United States and Canada. Our teaching and our support are constantly informed and improved by what we continue to learn in these high-profile investigations.



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Technical Proposal / TAB 2; Cont.

Our proposal includes two (2) weeks of on-site, IAI and ACTAR accredited, scenario-based training that culminates in proficiency testing to insure mastery. The City of Spokane must provide a suitable training facility / classroom with a working digital projector to make this project successful. If necessary, CFS can locate and rent a local training site for an additional fee. This serves the City of Spokane by preserving limited training budgets for travel. It also assures Spokane Police Command Staff that their students are not only taught, but tested in realistic scenarios to make certain that classroom concepts will transfer to the field in an effective manner. All training will be scheduled at the convenience of Spokane Police Department and includes the costs of the instructor's travel to Spokane. CFS also provides computers and additional mapping hardware to be certain all of the participants get hands-on experience with their new equipment.

In addition, CFS proposes to support the Spokane Police Department through our unique offer of 24-hour, lifetime operational support and access to backup laser scanning equipment during periods of periodic maintenance. CFS provides forensically sound expertise to all of our customers seeking operational guidance or assistance without regard to active warranties or support contracts. CFS also provides our customers, who do choose to maintain active Leica Geosystems Customer Care Packages (CCP's) on their laser scanning hardware, with access to loaned equipment when customers wisely choose to perform periodic maintenance on their equipment or in the rare case of product failures. "Loaner" programs of this type are typically a very expensive service whether purchased directly from Leica Geosystems or from a suitable insurance provider. CFS adds value and peace of mind to our customers with this premium service without the premium cost.



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Technical Proposal / TAB 2; Cont.

With the acceptance of CFS's offer, the Spokane Police Department would be well equipped, fully supported and protected from critical failures during their most sensitive crime and crash scene investigations.

All equipment included in the CFS proposal will be delivered immediately after the receipt of a Purchase Order and manufacture. This is typically a 30-day turnaround. Software can be delivered immediately, but it is wise to delay the software purchase until training is scheduled so that Leica Geosystems upgrade and support services are not going unused during paid support. As previously noted, training will be scheduled at the convenience of the Spokane Police Department and held on-site in Spokane, WA.



COLLISION FORENSIC SOLUTIONS LLC

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IPFP Number: #763-18

Description: ScanStation 3D Laser Scanner with Software, Training & Support

Management Proposal / TAB 3

Collision Forensic Solutions is a Limited Liability Company chartered in South Dakota with branch offices in Omaha, Nebraska (CFS Midwest); Vallejo, California (CFS West); and Hampton, New Hampshire (CFS East). CFS Midwest is comprised of Owner / President Michael Selves and partner William Henningsen, CFS West is led by Joel Salinas, and CFS East is led by Rick McAlister. Michael Selves retired from the South Dakota State Patrol in 2002 after a long career of complex accident reconstructions in and around the Pine Ridge Oglala Sioux Reservation and across the state of South Dakota. Mr. Selves is ACTAR certified (ACTAR #1286) and continues to be actively involved in crash reconstruction with the consulting arm of CFS. William Henningsen is currently serving as the Forensic Manager of the Omaha Police Department's Forensic Investigations Unit and led that unit to ISO 17020 Accreditation in October of 2017. Mr. Henningsen is currently certified as a Forensic Video Technician by LEVA and has been previously certified as a Crime Scene Analyst by the IAI. He has documented or supervised the documentation of over 300 major case investigations with laser scanners. His testimony in the collection and analysis of laser scan data has been accepted in the 4th Judicial District of Nebraska. Joel Salinas has over 33 years as a crash reconstructionist and is ACTAR certified (ACTAR #1569). He retired as a Lieutenant from the Vallejo Police Department in 2012. Mr. Salinas is expert the use of 3D laser scanners, unmanned aerial vehicles (UAV), Total Stations, and GPS for forensic mapping. Mr. Salinas has testified in numerous civil and criminal cases in which his analysis was based upon laser scan data.



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Management Proposal / TAB 3, Cont.

Mr. Salinas has also authored a book titled Fundamentals of Forensic Mapping and is currently working on a second book: Fundamentals of Forensic Laser Scanning. Rick McAlister is a retired Sergeant from Maine State Police. Mr. McAlister's final assignment with the Maine State Police was as the head of the crash reconstruction team. He is still engaged in accident reconstruction consulting and has used Leica laser scanners and software for that purpose since 2012. Curriculum Vitae (CV's) for all principal staff are included with this proposal.

William Henningsen and Joel Salinas will be the primary trainers and dedicated support staff for the Spokane Police Department. Mr. Henningsen will instruct students in the operation of the laser scanner and in the use of laser scan data processing software. Students in Mr. Henningsen's course will learn to leverage the rich data sets from the RTC360 scanner into relevant exhibits that serve investigators and the courts. Mr. Salinas will instruct in the use of Map360 CAD software to produce 2D deliverables and diagrams from laser scan data. This team combination has been exceptionally successful in numerous agencies with dual-use plans (Crime and Crash Investigations) similar to the City of Spokane. We offer the benefits of laser scanner experts in both Crime Scene Investigation (Henningsen) and Crash Reconstruction Expert (Salinas) to your staff under the same budget.



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Management Proposal / TAB 3, Cont.

References:

1.) Bend Police Department

555 Northeast 15th St.

Bend, OR 97701

Officer Canyon Davis

Phone 541-280-2289

E-Mail: cdavis@bendoregon.gov

2.) Council Bluffs Police Department

227 South 6th Street

Council Bluffs, Iowa 51501

Sgt. Jason Bailey

Phone 712-328-4701

E-Mail: jmbailey@councilbluffs-ia.gov

3.) Maui Police Department

Vehicle Homicide Unit / Traffic Section

55 Mahalani Street

Waliluku, HI 96793

Officer Justin L. Mauliola

Phone 808-270-6584

E-Mail: justin.mauliola@mpd.net

Curriculum Vitae (CV's)

Mr. William Henningsen

Mr. Joel Salinas

Both are attached after Tab 5



COLLISION FORENSIC SOLUTIONS^{LLC}

Serving and providing certified law enforcement training since 1988

IPFP Number: #763-18

Description: ScanStation 3D Laser Scanner with Software, Training & Support

Cost Proposal / TAB 4

SEE FOLLOWING TWO PAGES



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Cost Proposal / TAB 4, Cont.



COLLISION FORENSIC SOLUTIONS LLC
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Leica
Geosystems

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Customer Company: Spokane Police Department Address: 1100 W Mallon Ave Contact: Ofc. Brian Shrier City: Spokane Email: behrier@spokane-police.org State: WA Phone: 509-835-4567 Zip: 99260 Fax: Account:		Dates Quote Issued: 30-Aug-18
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Spokane Police Department RTC360

Part Number	Product Description	Quantity	Retail Price	TOTAL
6012673	Leica RTC360 Laser Scanner Kit	1	\$ 78,000.00	\$ 78,000.00
6013561	1 yr RTC360 Laser Scanner CCP Basic			
817063	GVP730, Transport Container for RTC360 Laser Scanner and			
838300	RTC360 Scan Head			
799191	GEB361 Lithium Ion Battery			
799187	GKL341, Charger Prof 5000. Charges up to 4 batteries, including			
842065	RTC360 Flash Drive - 256GB			
636767	RTC360 Rain Cover			
842066	GST80, Lightweight Tripod for RTC360 Laser	1	\$ 1,610.00	\$ 1,610.00
6013575	3 yr RTC360 Laser Scanner CCP Silver	1	\$ 2,320.00	\$ 2,320.00
	Incl. Silver Calibration with individual instrument error rate.			
8248701	Enhanced HD5 Data Collector-64GB MSI Enhanced HD5 Data Processor / Notebook Computer 17.3" Monitor, Intel Core i77820HK or better, 32GB DDR4 Memory, 512 GB M.2, 1TB Storage HDD, NVIDIA® GeForce GTX 1080 8GB, Windows 10 Windows 10 Pro 64bit Standard 1Year Limited Warranty (Includes 1Year Limited Global Warranty) for MSI Notebooks	1	\$ 4,500.00	\$ 4,500.00
8242089	iPad Pro w/4G LTE and Wifi 64 GB + OtterBox For remote wireless control of RTC360 to protect investigators from HAZMAT and minimize evidence disturbance at the crime scene, onsite registration, onsite data capture, and multimedia integration.	1	\$ 950.00	\$ 950.00
6010779	NIST Calibrated PS Traceable Artifact Bundle	1	\$ 2,495.00	\$ 2,495.00
5009743	ScanStation Target Package Includes: 4x GZT21, Scanning Target (822694) 4x GAD50, Stub-to-Screw Adapter (823044) 4x Flat magnet mount (670229) 1x GVP703, Soft Bag (790314)	1	\$ 1,940.00	\$ 1,940.00
798751	Cyclone REGISTER Pro Permanent	1	\$ 8,340.00	\$ 8,340.00
864515	Cyclone REGISTER 360 Free to CFS customers with active REGISTER Pro CCP	1	\$ 4,810.00	NO CHARGE
864396	Cyclone PUBLISHER Pro Permanent	1	\$ 8,660.00	\$ 8,660.00
5308089	TruView Cloud Subscription (1 yr) TruView access anywhere - up to 250 positions	1	\$ 1,710.00	\$ 1,710.00
Leica	Cyclone FIELD 360 On-Site Registration Software Free to Cyclone Register customers	1	\$ 1,300.00	NO CHARGE
6007861	Cyclone REGISTER Pro CCP 3 yr.	1	\$ 3,760.00	\$ 3,760.00
6012198	Cyclone PUBLISHER Pro CCP 3 yr.	1	\$ 4,420.00	\$ 4,420.00
6012199	Cyclone REGISTER 360 CCP Free to CFS customers with active REGISTER Pro CCP	1	\$ 960.00	NO CHARGE



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Cost Proposal / TAB 4, Cont.



COLLISION FORENSIC SOLUTIONS LLC
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Leica
Geosystems

Quote Number
Spokane RTC360 08/30/2018
Page 2 of 2

Leica	Cyclone FIELD 360 On-Site Registration Software CCP Free to Cyclone Register customers	1	\$ 550.00	NO CHARGE
8246185	IMS Map360 v1 (Core software) Includes 3 months of CCP	1	\$ 1,495.00	\$ 1,495.00
8246186	IMS Map360 v1 Animation Extension Includes 3 months of CCP	1	\$ 1,000.00	NO CHARGE
8246187	IMS Map360 v1 Point Cloud Extension Includes 3 months of CCP	1	\$ 7,000.00	\$ 7,000.00
8246198	IMS Map360 CCP (3yr) Includes: - Technical support for 3 Years - Product updates for 3 Years	1	\$ 765.00	\$ 765.00
8246199	IMS Map360 Animation Extension CCP (3 yr) Includes: - Technical support for 3 Years - Product updates for 3 Years	1	\$ 510.00	\$ 510.00
8246200	IMS Map360 Point Cloud Extension CCP (3yr) Includes: - Technical support for 3 Years - Product updates for 3 Years	1	\$ 3,315.00	\$ 3,315.00
CFS	4 Days On-Site Certified ACTAR and IAI Leica IMS Point Cloud Software Training	1	\$ 9,000.00	\$ 9,000.00
CFS	4 Days On-Site Certified ACTAR and IAI Leica Laser Scanner and Software Training Includes: - Tuition for up to 8 students at a customer's facility (5004427) - Travel costs for trainer - At least 5 training computers provided to students	1	\$ 9,000.00	\$ 9,000.00
5004529	One on One Training for PSG (2 hrs) Six 2-hour blocks of virtual training delivered via personal videoconference by certified Leica Geosystems Staff	6	\$ 350.00	\$ 2,100.00
Sub Total:				\$ 151,890.00
Undertinted Part Numbers Eligible for Discount				\$ 2,135.00
Taxes:				\$ 0.00
TOTAL:				\$ 149,755.00

Local Sales Tax & Delivery Costs, if applicable, are not included

Signature: _____

Date: 30-Aug-18

Order Information

Collision Forensic Solutions
300 S. Fillmore St
Papillion, Nebraska 68046
Attn: Michael Selves
Tel: 402-339-1518
Fax: 402-339-4811
Email: cfs1286@cox.net

Terms & Conditions

Local Sales Tax & Delivery Costs will be added to final
invoice as applicable.
Quotation Valid for 60 days.
RTC360 items are not eligible for discounts.
Max discount applied to all eligible hardware and software.
Ad-Hoc hardware items not eligible for discounts

Not to be disseminated / Spokane Police Department only.



COLLISION FORENSIC SOLUTIONS^{LLC}

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IPFP Number: #763-18

Description: ScanStation 3D Laser Scanner with Software, Training & Support

Attachment A – Certification Form / TAB 5

SEE FOLLOWING PAGE

Attachment A – Certification Form / Attached

ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Operator / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier Operator certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier Operator is unable to certify to any of the statements in this contract, such Operator shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

<p><i>CFS / Michael L. Selles</i> Name of Subrecipient / Operator / Consultant (Type or Print)</p>	<p><i>OWNER</i> Program Title (Type or Print)</p>
<p><i>[Signature]</i> Notary Public Name of Certifying Official (Type or Print)</p>	<p><i>[Signature]</i> Signature</p>
<p>_____ Title of Certifying Official (Type or Print)</p>	<p>_____ Date (Type or Print)</p>





COLLISION FORENSIC SOLUTIONS^{LLC}

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Henningsen1@hotmail.com

402-658-4672

William R. Henningsen

Curriculum Vitae

Employment History:

Collision Forensic Solutions, LLC

December 2015 – Present

Duties: Forensic Mapping, 3D Scanning, Forensic Graphics and Digital Image Consulting

Omaha Police Department Crime Laboratory

July 1996 - Present

Positions Held: Crime Lab Technician, Senior Crime Lab Technician, Criminalist, Acting Manager

Duties: Crime scene investigation, evidence collection, evidence processing, latent fingerprint comparison, forensic photography, forensic graphics creation, forensic video analysis, forensic mapping, digital image processing, expert witness, crew and unit management

Summary of Qualifications:

- Certified Forensic Video Technician (LEVA-2001, 2014)
- Certified Instructor, Nebraska Law Enforcement Training Center
- Certified Crime Scene Analyst (International Association for Identification – 2001, 2006)
- Omaha Police Ribbon of Excellence recipient – Four (4) awards

Summary of Qualifications (cont.):

- Letters of Recognition from: Senator Ben Nelson, Governor of Nebraska, Mayor of Omaha, Omaha Police Chief, US Attorney (Omaha), Deputy Chief – Omaha Police Dept., Omaha Police Detective Bureau, Omaha Police Crime Lab Manager, Omaha Police Crime Lab Criminalist, Douglas County Attorney, Deputy Douglas County Attorneys
- Extensive training and experience in Crime Scene Mapping, 3D Laser Scanning, Digital Multimedia Evidence, Courtroom Presentations, Video Analysis, Latent Fingerprint Comparison
- Twenty (20) years of experience in Omaha Police Crime Lab

Expert Witness

Testimony:

- Qualified as a Forensic Mapping and 3D Scanning expert in 4th Judicial District, Nebraska
- Qualified as a Forensic Video and Digital Image expert in 4th Judicial District, Nebraska
- Qualified as a Latent Fingerprint Examiner in 4th Judicial District, Nebraska and Federal Court, District of Nebraska

Membership in

Professional

Associations:

- International Association of Forensic and Security Metrology (IAFSM)
- Professional Society of Forensic Mapping (PSFM)
- Law Enforcement and Emergency Services Video Association (LEVA)
- Nebraska / International Association for Identification (IAI)
- Past Board Member for Nebraska State Chapter IAI
- Past Editor for Nebraska State Chapter IAI

Education and Experience:

- 286 hours of formal training in Forensic Metrology and 3D Scanning
- Over 500 hours of formal training in various aspects of Crime Scene Investigation and Documentation
- 525 hours of formal training in Forensic Interpretation of Digital Images and Video
- Speaker and presenter at SPAR 3D International Expo and Conference – 3D Documentation and Integrating Disparate / Multi-Modal Evidentiary Data – Houston, TX: April 2016
- Proficiency tested in Latent Print Examination 9 times between 2003 and 20016.
- Latent Print Proficiency Test: March 2016
- Recertified as a Law Enforcement Academy Instructor: April 2015
- Latent Print Proficiency Test: March 2015
- Nebraska State Patrol Crime Lab and Nebraska Attorney General, DNA Evidence Workshop – 8 hours, Omaha, NE (Jason Linder NSP): February 2015
- Collision Forensic Services & JSA Forensic Mapping, Leica ScanStation / Leica Cyclone / MapScenes Forensic Cad for Crime Scene Documentation and Photogrammetry – 40 hrs., Rapid City, SD(Joel Salinas): December 2014
- Forensic Technology Center of Excellence, Understanding Basic Statistical Concepts: Fingerprints – 1 hr. (Michelle Triplett): 2014
- Speaker and presenter at IAFSM Annual Educational Conference - Omaha Police Crime Laboratory's First Year of Laser Scanning: Developing an efficient, relevant and validated workflow for HDS laser scanning of crime scenes – Orlando, FL: November 2014
- International Association of Forensic and Security Metrology (IAFSM), Annual Educational Conference – 24 hrs. (Numerous presenters / 3D scanning, vehicle accident simulation, photogrammetry, metrology best practices), Orlando, FL: November 2014
- Leica Geosystems, Common (and not so Common) Questions about Cyclone 9.0 Software – 1 hr. (Mike Harvey, Bill Wallace – Leica Geosystems): 2014
- Leica Geosystems, A New Approach to Point Cloud Registration / Cyclone 9.0 Software – 1 hr. (Mike Harvey, Guy Cutting – Leica Geosystems): 2014
- Re-Certified LEVA Forensic Video Technician: 01 July 2014

Education and Experience (cont.):

- Leica Geosystems, GPS / GNSS Crime Scene Mapping and Orientation – 24 hrs., Omaha Public Safety Training Center & OPD Central Headquarters (Duke Dutch of Leica Geosystems): 2014
- Law Enforcement and Emergency Services Video Association (LEVA), Photographic and Video Comparison – 40 hrs., University of Indianapolis (Grand Fredericks): 2014
- Collision Forensic Services & JSA Forensic Mapping, Leica ScanStation / Leica Cyclone / MapScenes Forensic Cad for Crime Scene Documentation and Photogrammetry – 40 hrs., Public Safety Training Center (Joel Salinas): 2014
- Latent Print Proficiency Test: November 2013
- Collision Forensic Services & JSA Forensic Mapping, Leica ScanStation C10 Operation for Crime Scene Documentation and Photogrammetry – 40 hrs., Public Safety Training Center (Joel Salinas): 2013
- Law Enforcement and Emergency Services Video Association (LEVA), Annual International Training Conference – 40 hrs., - Various Topics (Adobe software training, DME Field Acquisition, Video and Image Compression, Examinations of Compressed Images, Evaluation of Free and Open Source Software Tools, Digital Video Processing / Analysis, Case Studies, DVR Evidence Recovery, Byte Level Analysis of DVR's, Signal Frequency and Mathematics), Asheville, NC (Gerald Lanna, Jason Latham, James Schoerring, and others): 2013
- Nebraska IAI, Shoe Print and Tire Tread Impressions Workshop – 3 hrs., Mahoney State Park (Kent and Amy Weber): 2013
- NE IAI Conference, 8 hrs. : 2013
- Collision Forensic Services / MapScenes / Leica Geosystems, Mapping for Forensic Scene Investigators – 80 hrs. (Michael Selves): 2012
- Latent Print Proficiency Test: July 2012
- NE IAI Conference, 16 hrs. : 2012
- Certified Instructor for the Nebraska Law Enforcement Training Center: 2011
- Latent Print Proficiency Test: October 2011
- Certified as LEVA Forensic Video Technician: 01 June 2011
- Law Enforcement and Emergency Services Video Association (LEVA), Level 3: Advanced Forensic Video Analysis and the Law – 40 hrs., University of Indianapolis (Grant Fredericks, Jonathan Hak): 2011
- FBI, Large Vehicle Bomb Post Blast Scene Investigation – 40 hrs. (20 hrs. metrology / documentation), Scottsbluff, NE (Kevin MILES – FBI)

Education and Experience (cont.):

- Law Enforcement and Emergency Services Video Association (LEVA), Processing Digital Multimedia Evidence – 40 hrs., University of Indianapolis (Grant Fredericks, Dean Brown): 2010
- Ethics in Forensic Science – 32 hrs., West Virginia University (Robin Bowen): 2010
- Latent Print Certification Preparation Workshop – 8 hrs., Lincoln Police Department (Patrick Wertheim): 2010
- NE IAI Conference, 8 hrs. : 2010
- Law Enforcement and Emergency Services Video Association (LEVA), Processing Digital Multimedia Evidence – 40 hrs., University of Indianapolis (Grant Fredericks, Dean Brown): 2010
- The Basics of Biological Evidence – 9 hrs., West Virginia University (Jess Boyle): 2010
- Latent Print Proficiency Test: December 2009
- Law Enforcement and Emergency Services Video Association (LEVA), Photographic and Video Comparison – 45 hrs., University of Indianapolis (Grant Fredericks): 2009
- Leica Total Station, MapScenes Evidence Recorder, MapScenes Forensic CAD Pro, - 80 hrs., Yankton Police Department, Yankton SD (Collision Forensic Solutions – Michael Selves): Feb/March 2009
- Adobe Photoshop for Forensic Video Analysts – 32 hrs., Sponsored by BNSF Police – Resolution Video (Casey Caudle, Target Corp. / George Reis, Imaging Forensics): 2007
- NE IAI Conference, 16 hrs.: 2007
- Midwest Forensic Resource Center, Advanced Forensic Digital Imaging – Focus on Fingerprint Analysis and Imaging (David Witzke), 40 hrs.: 2007
- Law Enforcement and Emergency Services Video Association (LEVA), Basic Video Analysis and the Law (Grant Fredericks), 40 hrs.: 2007
- NE IAI Conference, Digital Forensic Applications, Forensic Video Analysis User's Group, Fingerprint and Palm Print Comparison (Proficiency Testing): 2006
- IAI Crime Scene Analyst Recertification: 2006
- Cognitech Forensic Video Analysis User Certification: 2005

Education and Experience (cont.):

- NE IAI Conference, Secret Service Counterfeiting Seminar, Critical Thinking for Forensic Investigators, Latent Fingerprint Comparison (Proficiency Testing) 8 hrs.: 2005
- Crime and Death Scene Reconstruction Utilizing Bloodstain Pattern Analysis (Paul Erwin KISH, Dr. Michael BADEN), 16 hrs.: 2004
- RUVIS Light Source Latent Fingerprint Development (Randy Schiefer, Spex Forensics) 8 hrs.: 2004
- NE IAI Conference, RUVIS Technology, ATF Seminar, Latent Fingerprint / Palm Print Comparison (Training and Proficiency Testing) 8 hrs.: 2004
- FBI Digital Imaging of Evidentiary Photography – emphasis on digital images and evidentiary fingerprint photography (David Witzke, Foray Technologies / Robert May, FBI Crime Lab): 2003
- FBI Fingerprint Expert Witness Seminar, 40 hrs.: 2003
- NE IAI Conference, General Crime Scene Investigation, Fingerprint and Palm Print Comparison (Proficiency Testing) (8 hrs.): 2003
- Department of Justice (DOJ) Firearms Tracing and Armed Gunmen: 2003
- Department of Justice (DOJ) DNA Evidence Advanced: 2003
- BATF / IBIS Advanced Training: 2002
- FBI Daubert Fingerprint Presentation: 2002
- NE IAI Conference, Forensic Alternate Light Applications (16 hrs.): 2002
- Department of Justice (DOJ) DNA Evidence Basic: 2001
- Adobe Photoshop Class / Experian Training: 2001
- IAI Crime Scene Analyst: 2001
- Nebraska State Patrol Advanced Forensic Diagram Training (16 hrs.): 2000
- Nebraska State Patrol Basic Forensic Diagram Training (16 hrs.): 2000
- NE IAI Conference, Blood Pattern Analysis, Digital Forensics, Methamphetamine Labs, Forensic DNA: 2000
- POAN Crime Scene Evidence Collection (40 hrs.): 2000
- NE IAI Conference, Mass Disaster Scenes (16 hrs.): 1999
- Bomb Scene Recognition (8 hrs.): 1999
- Verbal Judo: 1999
- FBI Basic Fingerprint School (40 hrs.): 1998
- BATF Serial Number Restoration (32 hrs.): 1998

Education and Experience (cont.):

- BATF / IBIS / NIBIN Automated Ballistics Training: 1997
- Promotion to Crime Lab Technician: 1997
- NE IAI Conference: 1997
- Class B Permit Certification (Breath Analysis), Intoxilyzer 5000: 1996
- Basic Criminalistics Science (Omaha Police Department): 1996
- OPD Crime Lab Apprenticeship (**1 year**): 1996
- University of Nebraska Omaha (Biology studies)
- Creighton University (Political Science / Philosophy / Biology studies)



COLLISION FORENSIC SOLUTIONS LLC

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CURRICULUM VITAE OF JOEL SALINAS, ACTAR

707-365-7566

joelsalinas@sbcglobal.net

PROFESSIONAL CREDENTIALS

Full Accreditation as a Traffic Accident Reconstructionist (ACTAR #1569)
State of California - Commission on Peace Officer Standards and Training (POST) - Basic, Advanced, Supervisory, and Management Certificates
Certified Instructor for ARAS 360, Cad Zone, MapScenes and Visual Statement software

EMPLOYMENT HISTORY

Joel Salinas & Associates, Vacaville, CA	2006 – Present
Vallejo Police Department, Vallejo, CA	1988 – 2012
California Highway Patrol, Oakland, CA	1984 – 1988
Santa Rosa Junior College, Santa Rosa, CA	2012 – Present
Contra Costa County, Martinez, CA	2010 – 2017

EDUCATIONAL BACKGROUND

Saint Mary's College, Moraga, CA, 1991	B.A. Degree – Management
Solano Community College, Suisun, CA, 1988	A.S. Degree – Criminal Justice

SPECIALIZED TRAINING

- Pix4D Mapper Photogrammetry Training, Aerial-Metrics, 24 hrs, Gurnee, IL, 2017
- CA2RS Conference – Crash Reconstruction Methods, 16 hrs, Anaheim, CA, 2017
- NUCPS 2-Day SUAS Crash Investigation Remote Pilot Training, 16hrs, Lincolnshire, IL
- Pix4D Software 3-Day Public Safety Workshop, 24 hrs, Kansas City, MO, 2017
- Drone Maintenance and Repair, Drone University, 8 hrs, Sacramento, CA, 2017
- Hexagon Conference - Leica Laser Scanning & Cyclone Training, 16 hrs, Las Vegas, NV, 2017
- SUAS Operations, Drone University, 16 hrs, Sacramento, CA, 2017
- Rhino 5 / HVE Software Training, 16 hrs, Sacramento, CA, 2017
- Pix4D Software Training, 16 hrs, Seattle, WA, 2017
- CA2RS Conference - Crash Reconstruction Methods, 20 hrs, South Lake Tahoe, CA, 2016
- WREX Crash Reconstruction Conference, 40 hrs, Orlando, FL, 2016
- Leica GS14 GPS Training, 8 hrs, Redding, CA, 2016
- IMS Software Training, 16 hrs, Kelowna, BC, Canada, 2015
- Hexagon Conference - Leica Laser Scanning & Cyclone Training, 8 hrs, Las Vegas, NV, 2015
- Leica Scanner Update – P16, P30, P40, 3 hrs, Houston, TX, 2015
- Emergency Vehicle (EVOC) Workshop - SRJC, 8 hrs, Santa Rosa, CA, 2015
- ARAS Reality Software Training - Online Course, 24 hrs
- CA2RS Conference - Crash Reconstruction Methods, 20 hrs, South Lake Tahoe, CA, 2014
- Crash Data Retrieval System - Technician Course, 16 hrs, CSI, Sacramento, CA, 2014
- NAPARS Conference - Crash Damage Energy, 20 hrs, Portland, ME, 2014
- Hexagon Conference - Leica Laser Scanning & Cyclone Training, 16 hours, Las Vegas, NV, 2014
- EDC - HVE 2014 Forum - HVE 2D Training, 32 hours, St. Petersburg, FL, 2014
- Advanced Traffic Crash Reconstruction with HVE-CSI, 40 hrs, Jacksonville, FL, 2013
- CA2RS Conference – Commercial Vehicle Topics, 20 hrs, Long Beach, CA, 2013
- GoToForensics – Advanced MapScenes Training, 20 hrs, On-Line Course, 2013

- Cad Zone – Point Cloud Software Training, 16 hrs, Beaverton, OR, 2013
- IPTM – Applied Physics for Traffic Crash Investigators, 40 hrs, Vancouver, WA, 2012
- ARAS 360 HD – Advanced Computer Diagramming, 24 hrs, Sacramento, CA, 2012
- CA2RS Conference – Crash Reconstruction Topics, 20 hrs, Anaheim, CA, 2011
- Rhino 3D Software Training – 24 hrs, 2011
- Leica Scanner Basic Training Course, 30 hrs, Austin, TX, 2011
- ARAS 360 – Animation Course, 24 hrs, Vallejo, CA, 2011
- CA2RS Conference – Crash Reconstruction Topics, 20 hrs, South Lake Tahoe, CA, 2010
- MapScenes Point Cloud, 24 hrs, Kelowna, BC, Canada, 2010
- Visual Statement – Edge FX, 24 hrs, Pleasant Hill, CA, 2010
- ARC-CSI Conference, 20 hrs, Las Vegas, NV, 2010
- EDC - HVE 2010 Forum – Using EDCrash and EDSMAC, 20 hrs, San Antonio, TX, 2010
- IPTM - Energy Methods and Damage Analysis, 40 hrs, Tempe, AZ, 2009
- CA2RS Conference - Crash Reconstruction Topics, 20 hrs, Anaheim, CA, 2009
- DUI Standardized Field Sobriety Testing (SFST), 16 hrs, CHP, Vallejo, CA, 2009
- Autodesk - 3D Studio Max Level 1, 32 hrs, Mark Gerhard, Napa, CA, 2009
- IPTM - Motorcycle Crash Investigation, 40 hrs, Al Baxter, Vallejo, CA, 2009
- Google SketchUp Training, Essentials to Advanced Skills, 16 hrs, Mike Tadros, Davis, CA, 2009
- EDC - HVE - EDC Simulations Using HVE, 36 hrs, Terry Day Northridge, CA, 2009
- CA2RS Conference - Crash Reconstruction Topics, 12 hrs, Sacramento, CA, 2009
- Advanced MapScenes 3D and Capture Training, 40 hours, Kelowna, BC, Canada, 2008
- CA2RS - Vehicle Factors in Crash Reconstruction, 8 hrs, Kent E. Boots, Sacramento, CA, 2008
- Crash Data Retrieval System – Technician Course, 8 hrs, FactualDiagrams.com, Vallejo, CA, 2008
- PSFM - Forensic Mapping System - Recertification Program, Jacksonville, FL, 2008
- IPTM - Special Problems - Traffic Crash Reconstruction, 36 hrs, Jacksonville, FL, 2008
- Crash Data Retrieval - User's Conference, 20 hrs, Houston, TX, 2008
- CA2RS - Bicycle Collision Investigation, 8 hrs, Roman Beck, Vallejo, CA, 2008
- Traffic Collision - Vehicle Dynamics, 40 hrs, Contra Costa S.O., CA, 2007
- CA2RS Conference - CA2RS Toolbox, 20 hrs, Anaheim, CA, 2007
- CA2RS - Vehicle Damage & Crush Measurement, 8 hrs, Boots & Kauderer, Healdsburg, CA, 2007
- CadZone Instructor - Certified as a CadZone Instructor, Sacramento, CA, 2007
- MapScenes Instructor Training Course, 24 hrs, MapScenes, Las Vegas, NV, 2007
- CA2RS - Forensic Mapping Revisited, 8 hrs, Mick Capman, Vallejo PD, CA, 2007
- Forensic Mapping - MapScenes Certified Training Course, 80 hrs, Mike Selves, IA, 2007
- Cad Zone - Advanced Crash/Crime Scene Diagramming, 16 hrs, Contra Costa S.O. CA, 2007
- Forensic Mapping Training with MapScenes 2006, 40 hrs, Steve Gatterman, Vallejo, CA, 2007
- Vericom - Acceleration and Familiarization Course, 12 hrs, Vallejo PD, CA, 2007
- CA2RS - Crash Data Retrieval Technician Course, 8 hrs, Kent Boots, Vacaville, CA, 2007
- CA2RS Conference - Crash Reconstruction Start to Finish, 20 hrs, South Lake Tahoe, CA, 2006
- Cad Zone - Crash Zone Training Class, 40 hours, George Maglaras, San Diego, CA, 2006
- Traffic Collision Reconstruction Level 2, 40 hrs, Contra Costa S.O., CA, 2006
- Pursuit Immobilization Technique (PIT) Instructor, 8 hrs, CHP Academy, CA, 2006
- Crash Data Retrieval - Technician & Analyst Course, 40 hrs, Rusty Haight, Vallejo PD, CA, 2006
- ARC-CSI Conference, 28 hrs, Las Vegas, NV, 2006
- Auto - Pedestrian Traffic Collision Investigation, 40 hrs, WeCare, Vallejo PD, CA, 2006
- Traffic Collision - Computer Aided Diagramming, 40 hrs, Contra Costa S.O., CA, 2006
- Crash Data Retrieval – User's Conference, 16 hours, Dallas, TX, 2006
- CA2RS - Anti-Lock Braking Systems, 8 hrs, Alan Coulter / Wes VanDiver, Vallejo PD, CA, 2006
- Forensic Mapping Training, 24 hrs, Sokkia Corporation - Duke Dutch, Vallejo, CA, 2005
- Forensic Mapping Training - MapScenes 2006 Update, 40 hrs, Steve McKenzie, Yuma, AZ, 2005
- CA2RS Conference - Investigating Emergency Vehicle Collisions, 20 hrs, Temecula, CA, 2005
- IPTM, Methodology and Techniques of Crash Data Retrieval, 24 hrs, San Jose, CA, 2005
- CA2RS - Commercial Vehicle Brake Inspections and Braking Efficiency, 8 hrs, Hayward, CA, 2005
- CA2RS - Forensic Mapping and Diagramming, 8 hrs, Duke Dutch, Stockton, CA, 2005
- CA2RS Conference - Motorcycle Investigation and Reconstruction, 20 hrs, Santa Rosa, CA, 2004

- CA2RS - Momentum Review, 8 hrs, Stockton, CA, 2004
- Traffic Collision - Vehicle Dynamics (Speed from Crush), 40 hrs, Contra Costa S.O., CA, 2003
- CA2RS Conference – Cars versus Bikes, 20 hrs, Anaheim, CA, 2003
- Vericom – Acceleration and Familiarization Course, 13 hrs, Sacramento, CA, 2003
- Forensic Mapping Training with MapScenes Pro, 40 hrs, Vallejo PD, CA, 2003
- Traffic Accident Reconstruction, 80 hrs, Contra Costa S.O., CA, 2003
- Advanced Accident Investigation, 80 hrs, Contra Costa S.O., CA, 2003
- CA2RS - Tire Forensics - Mechanics and Inspection, 8 hrs, Thomas Giapponi, Concord, CA, 2003
- CA2RS Conference - Heavy Vehicle Reconstruction, 24 hrs, Anaheim, CA, 2002
- Police Pursuit Liability Update, 8 hrs, CPOA, 2000
- Driver Training / PIT Training, 8 hrs, Napa College, 2000
- EVOC Update, Alameda S.O., 8 hrs, Pleasanton, CA, 1998
- Dual Purpose Motorcycle Training, 80 hrs, Oakland PD, CA, 1996
- Police Pursuit Liability Update, 8 hrs, CPOA, San Francisco, CA, 1994
- Drug Influence / 11550 H&S, 32 hrs, California DOJ, Sacramento, CA, 1994
- Driver Awareness / EVOC, 8 hrs, Vallejo PD, CA, 1993
- Driver Training Instructor, 40 hrs, Contra Costa Training Center, CA, 1992
- Radar Operator Update, 8 hrs, Vallejo PD, CA, 1991
- Driver Awareness Instructor, 24 hrs, Contra Costa Training Center, CA, 1990
- Traffic Accident Reconstruction, 80 hrs, Sacramento Regional Training Center, CA, 1990
- Radar Operator Training, 32 hrs, Sacramento Regional Training Center, CA, 1990
- Motorcycle Training, 80 hrs, San Mateo PD, CA, 1989
- Drug & Alcohol Recognition Update, 24 hrs, Sacramento Regional Training Center, CA, 1989
- Speed from Skid Marks, 40 hrs, CHP Academy, 1987
- Advanced Accident Investigation, 80 hrs, CHP Academy, 1987
- Drug Recognition Expert (DRE), 44 hrs, CHP Academy, 1985
- California Highway Patrol Academy, Bryte, CA, 1984

EXPERT WITNESS TESTIMONY

Qualified as a Motorcycle Expert in Alameda County, Oakland, California.

Qualified as a Motorcycle Expert and an expert in Forensic Mapping in San Joaquin County, Stockton, California.

Qualified as an expert in Traffic Accident Investigation and Speed from Skid Marks in Alameda County Superior Court and in Contra Costa County Superior Court.

Qualified as an expert in Traffic Accident Investigation, Speed from Skid Marks, Traffic Accident Reconstruction, and Forensic Mapping in Solano County Superior Court.

Deposed as an expert in Traffic Accident Reconstruction and Speed Surveys.

PUBLICATIONS

Laser Scanning for Crash Reconstruction, Collision Magazine, Spring 2013

Case Solved – Laser Scanning for Forensics, Point of Beginning Magazine, March 2012

Fundamentals of Forensic Mapping, Kinetic Energy Press, ISBN 978-0-9716631-0-4, 2010

PROFESSIONAL AFFILIATIONS

Accreditation Commission for Traffic Accident Reconstruction (ACTAR)

California Association of Accident Reconstruction Specialists (CA2RS) - Member

National Society of Professional Accident Reconstruction Specialists (NAPARS) – Member

Professional Society of Forensic Mapping (PSFM) – Member – PSFM Approved Instructor

State of California - Commission on Peace Officer Standards and Training (POST), Officer Involved Traffic Collisions Committee (OITC) - Committee Member

RELATED EXPERIENCE

Law Enforcement - Four years as a Traffic Officer with the California Highway Patrol where primary duties were traffic enforcement and accident investigation. Twenty-four years with the Vallejo Police Department. Retired as a Police Lieutenant in 2012.

Over 33 years of experience investigating and reconstructing traffic collisions. Investigated or assisted in the investigation of over 1000 traffic collisions. Primary accident Reconstructionist for the Vallejo Police Department serving as the lead investigator and/or providing assistance and direction to other officers in the investigation of fatal and major injury collisions.

Over 1000 hours of training specific to accident investigation and reconstruction.

Managed the driver training program for the Vallejo Police Department. Reviewed officer involved collisions and made training recommendations.

42 years of motorcycle riding experience with 21 years of law enforcement motorcycle riding experience.

Private Accident Reconstruction - Joel Salinas and Associates, providing Forensic Mapping, 3D Laser Scanning, UAS (Drone) Mapping, Collision Reconstruction Services, Computer Animations, Training, and Consulting.

Updated 01-2018

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

09/24/2018

Date Rec'd

9/4/2018

Clerk's File #

OPR 2017-0412

Renews #Submitting Dept

HOUSING & HUMAN SERVICES

Cross Ref #Contact Name/Phone

MATT DAVIS 6815

Project #Contact E-Mail

MRDAVIS@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

1680-WA STATE DEPT OF COMMERCE CHG AMENDMENT C

Agenda Wording

CHHS is requesting permission to accept \$191,577 in additional funds from the Department of Commerce and to subgrant them out to partner agencies in accordance with the City's Strategic Plan to End Homelessness.

Summary (Background)

In July of 2018 the Department of Commerce reached out to local grantees of the Consolidated Homeless Grant (CHG) program to add additional funding from the State Fiscal Year 2019 supplemental operating budget. The CHHS Department is working with our community partners and the Continuum of Care to determine the most fruitful use of these funds.

Fiscal Impact

Grant related? YES

Budget Account

Public Works? NO

Revenue \$ \$191,577

1540-95481-99999-33442-99999

Expense \$ \$191,577

1540-95481-65410-54201-99999

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

KEENAN, KELLY

Study Session

UE - 9/10/18

Division Director

TRAUTMAN, HEATHER

OtherFinance

STOPHER, SALLY

Distribution ListLegal

RICHTMAN, JAMES

tdanzig

For the Mayor

COTE, BRANDY

cbrown

Additional Approvals

chhsaccounting@spokanecity.org

Purchasing

kkeenan

**GRANTS &
CONTRACT MGMT**

BROWN, SKYLER

Briefing Paper

Urban Experience Committee

Division & Department:	Neighborhood and Business Services – Community, Housing, and Human Services
Subject:	Consolidated Homeless Grant – Additional Funding
Date:	9/10/2018
Author (email & phone):	Matt Davis (mrDavis@spokanecity.org ext. 6815)
City Council Sponsor:	N/A
Executive Sponsor:	Kelly Keenan
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2015-2020 Strategic Plan to End Homelessness; 2015-2020 Consolidated Plan for Community Development
Strategic Initiative:	Reduce Homelessness
Deadline:	Effective Date for the amendment is retroactive to 8/1/2018
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept \$191,5777 in additional funds from the Department of Commerce and to subgrant them out to partner agencies in accordance with the City's Strategic Plan to End Homelessness.
Background/History: In July of 2018 the Department of Commerce reached out to local grantees of the Consolidated Homeless Grant (CHG) program to add additional funding from the State Fiscal Year 2019 supplemental operating budget. The CHHS Department is working with our community partners and the Continuum of Care to determine the most fruitful use of these funds.	
Executive Summary: <ul style="list-style-type: none"> The Department of Commerce is amending the City's Consolidated Homeless Grant (CHG) agreement to add \$76,482.00 in rental assistance, \$90,496.00 operating funds, and \$24,599.00 in administrative funds. The current grant agreement includes \$4,987,551.00 in both CHG and HEN funds The additional funds are for WA State FY 2019 and must be spent by June 30, 2019 While CHG can be used for a broad range of homeless interventions, Commerce previously required 36% of a grantee's CHG award to rent assistance paid to for-profit landlords. Recent state legislation amends this requirement to include nonprofit entities as eligible recipients of this set aside. CHHS is requesting permission to accept the additional funds from the Department of Commerce and to subgrant them out to a service provider in accordance with the City's Strategic Plan to End Homelessness. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: N/A	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None. Known challenges/barriers: None.	

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Consolidated Homeless Grant (CHG)**

1. Grantee City of Spokane Community, Housing and Human Services 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201-3333		2. Grantee Doing Business As (optional)	
3. Grantee Representative (only if updated) Matt Davis Program Specialist (509) 625-6851 mrdavis@spokanecity.org		4. COMMERCE Representative Julie Montgomery Grant Manager (360) 725-2863 (360) 586-5880 Julie.montgomery@commerce.wa.gov PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525	
5. Original Grant Amount (and any previous amendments) \$4,987,551.00	6. Amendment Amount \$191,577.00	7. New Grant Amount \$ 5,179,128.00	
8. Amendment Funding Source Federal: State: Other: X N/A:		9. Amendment Start Date August 1, 2018	10. Amendment End Date June 30, 2019
11. Federal Funds (as applicable): N/A	Federal Agency: N/A	CFDA Number: N/A	
12. Amendment Purpose: Add additional funding from the SFY 2019 supplemental operating budget.			

COMMERCE, defined as the Department of Commerce, and the Grantee acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: 2017-2019 Homeless Housing Funding Application, CHG Guidelines (as they may be revised from time to time), and Grant Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" - Budget. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant As Amended".

FOR GRANTEE <hr/> Signature David A. Condon, Mayor <hr/> Print Name, Title <hr/> Date	FOR COMMERCE <hr/> Diane Klontz, Assistant Director Community Services and Housing Division <hr/> Date APPROVED AS TO FORM ONLY <u>Sandra Adix</u> Assistant Attorney General <u>3/20/2014</u> Date
--	---

Amendment

This Grant is **amended** as follows:

Attachment B

Budget

Budget Categories	Original	Amendment A	New Total
CHG Base			
Admin	\$184,226.00	\$24,599.00	\$208,825.00
Fac Support: For-Profit Lease	\$0.00	\$0.00	\$0.00
Fac Support: Other Lease and Fac Costs	\$0.00	\$0.00	\$0.00
Rent: For-Profit Rent	\$468,670.00	\$76,482.00	\$545,152.00
Rent: Other Rent and Housing Costs	\$4,910.00	\$0.00	\$4,910.00
Operations	\$569,148.00	\$90,496.00	\$659,644.00
TANF			
TANF: For-Profit Rent	\$104,115.00	\$0.00	\$104,115.00
TANF: Other Rent and Housing Costs	\$1,680.00	\$0.00	\$1,680.00
TANF: Operations	\$102,002.00	\$0.00	\$102,002.00
HEN SFY 2018 (July 2017-June 2018)			
HEN: Admin 2018	\$44,789.00	\$0.00	\$44,789.00
HEN: Rent and Housing Costs 2018	\$1,344,901.00	\$0.00	\$1,344,901.00
HEN: Operations 2018	\$448,404.00	\$0.00	\$448,404.00
HEN SFY 2019 (July 2018-June 2019)			
HEN: Admin 2019	\$44,789.00	\$0.00	\$44,789.00
HEN: Rent and Housing Costs 2019	\$1,212,037.00	\$0.00	\$1,212,037.00
HEN: Facility Support 2019			
HEN: Operations 2019	\$457,879.00	\$0.00	\$457,879.00
Total			
Total	\$4,987,551.00	\$191,577.00	\$ 5,179,128.00

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

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

09/24/2018

<u>Date Rec'd</u>	9/12/2018
<u>Clerk's File #</u>	OPR 2016-0705
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	NEIGHBORHOOD SERVICES & CODE ENFORCEMENT
<u>Contact Name/Phone</u>	JASON RUFFING 625-6529
<u>Contact E-Mail</u>	JRUFFING@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1200- FORECLOSURE REGISTRY, 1 YEAR CONTRACT EXTENSION

Agenda Wording

This is an extension of the original contract (OPR 2016-0705), which expires on September 30, 2018. The registry has been of great use in improving communication and notification processes for violations.

Summary (Background)

The Foreclosure Property Registry is a proactive approach to deter vandalism and decay of abandoned, foreclosed buildings, homes or properties, through registration and site monitoring. The annual registration fee is paid by the mortgagee (loan servicer, trustee, etc.) not the mortgagor. Spokane Police and Dispatch use this information for contact and notification purposes as well as background information for investigations.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Revenue	\$ 250,000.00 estimated revenue	# 1200-30210-99999-34199-99999
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u> Urban Experience
<u>Division Director</u>	BECKER, KRIS	<u>Other</u>
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	
<u>For the Mayor</u>	COTE, BRANDY	
<u>Additional Approvals</u>		
<u>Purchasing</u>		

Briefing Paper (Urban Experience)

Division & Department:	Neighborhood and Business Services, Code Enforcement
Subject:	Consultant Contract Extension for OPR 2016-0705. Community Champions Foreclosure registry.
Date:	August 27, 2018
Contact (email & phone):	Jason Ruffing, Neighborhood and Housing Specialist jruffing@spokanecity.org 509.625.6529
City Council Sponsor:	
Executive Sponsor:	Kris Becker
Committee(s) Impacted:	Finance and Administration, Public Safety and Community Health
Type of Agenda item:	Consent X Discussion Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan to create a community so that all people can feel safe, empowered, and welcome. The registry is part of a larger goal to mitigate the adverse impacts of abandoned and foreclosed properties, which promotes growth and connects people to place.
Strategic Initiative:	Safe and Healthy, Urban Experience
Deadline:	September 30, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	The outcomes of this contract are the maintenance and operation of a website database that provides lender, servicer, and property preservation company information and contacts directly to City staff. The availability of this information is vital to Code Enforcement and Building Official processes. The database also allows violations to be posted to a property digitally, and monthly monitoring inspections are documented on the site. Community Champions also reaches out to the known mortgage servicers to facilitate property registrations and provides customers support.
<p>Background/History: The Foreclosure Property Registry is a proactive approach to deter vandalism and decay of abandoned, foreclosed buildings, homes or properties, through registration and site monitoring. The annual registration fee is paid by the mortgagee (loan servicer, trustee, etc.) not the mortgagor. The cloud-based electronic registry implements SMC 17F.070.520 through outreach to lienholders with registration requirements and documents, fee collection, remits city portion of fees, maintains the database, etc... Since the implementation of this foreclosure registry database in 2016, the registry data has been very useful to Code Enforcement and other City staff, such as Spokane Police, Fire, and Utilities. Spokane Police and Dispatch use this information for contact and notification purposes as well as background information for investigations. Code Enforcement posts violations through this site and has access to very valuable contact information. The registry usually averages in the 450-500 range for active foreclosure registrations per month. Many of these properties are in the Building Official hearing process for substandard conditions. While some of the properties remain occupied, many are abandoned and have an increased risk of vandalism, nuisance conditions, and hazardous occupation.</p>	

Executive Summary:

- *This is a 1 year of the original contract (OPR 2016-0705), which expires on September 30, 2018. The original contract allows for up to 3 extensions of 1 year time frames.*
- *The registry has been of great use in improving communication and notification processes for violations with lenders, servicers and property preservation companies.*
- *The intent of the registry is to catch foreclosure properties early, before the asset becomes devalued through deterioration or destruction of building systems. This can greatly reduce public safety hazards and adverse impacts to the surrounding neighborhood.*
- *Since the start of this contract, Community Champions staff has been available for conference calls to discuss updates or changes to the website and has provided customer service to city staff and lending industry staff.*
- *A mobile app was developed by Community Champions that is now active. This app streamlined the monitoring process and improved data entry for the monitoring contractor.*
- *The registry will continue to be funded by the annual per property registration fee. The \$350 annual fee provided in the Spokane Municipal Code 17F.070.520 covers the costs of the electronic registry vender (\$100), city monitoring vender required by the SMC (\$114 per property per year), and city administration of the program.*

Budget Impact:

Approved in current year budget? ☒ Yes No N/A

Annual/Reoccurring expenditure? ☒ Yes No N/A

If new, specify funding source:

Other budget impacts: The registry is revenue generating for the City. The registry will continue to be funded by the annual per property registration fee. The \$350 annual fee provided in the Spokane Municipal Code 17F.070.520 covers the costs of the electronic registry vender (\$100), city monitoring vender required by the SMC (\$114 per property per year), and city administration of the program.

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:



City of Spokane

CONTRACT RENEWAL 1 OF 3

Title: FORECLOSURE PROPERTY REGISTRY

This Contract Renewal including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **COMMUNITY CHAMPIONS CORPORATION**, whose address is 2725 Center Place, Melbourne, FL 32940 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide a Foreclosure Property Registry Program for the City of Spokane; and

WHEREAS, the initial contract provided for 3 additional one-year renewals, with this being the 1st of those renewals.

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

1. CONTRACT DOCUMENTS.

The Contract, dated September 2, 2016, 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 Renewal shall become effective on October 1, 2018.

3. EXTENSION.

The contract documents are hereby extended and shall run through September 30, 2019.

4. COMPENSATION.

This is a revenue only contract. The City anticipates estimated revenue in the amount of **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)** based on monthly remittance logs.

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 Renewal by having legally-binding representatives affix their signatures below.

COMMUNITY CHAMPIONS CORPORATION CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract Renewal:
Contractor's 2018 2019 Rates

Ruffing, Jason

From: Cathi Shiflett <cshiflett@prochamps.com>
Sent: Monday, August 27, 2018 10:10 AM
To: Ruffing, Jason
Cc: David Mulberry; Angel at prochamps
Subject: Re: City of Spokane contract with Community Champions

My pleasure, Jason!

We are still operating under the same Terms and Conditions of the current contract, so no pricing changes that I am aware of. We will await the contract extension from you in the coming weeks.

Thank you,

Cathi Shiflett
National Government Relations Administrator
Property Registration Champions, LLC (PRC DBA PROCHAMPS)
O: 321.421.6639 Ext. 1128 | C: 321.506.2093
PROCHAMPS.com



From: Ruffing, Jason <jruffing@spokanecity.org>
Sent: Monday, August 27, 2018 1:05:42 PM
To: Cathi Shiflett
Cc: David Mulberry; Angel at prochamps
Subject: RE: City of Spokane contract with Community Champions

Thanks Cathi!

I believe that the contract extension will need to come from our side. I will get it to you as soon as I can, which might still be a few weeks out. Are there any pricing changes that would need to be reflected in the extension?



Jason Ruffing | City of Spokane | Office of Neighborhood Services and Code Enforcement
509.625.6529 | fax 509.625.6802 | jruffing@spokanecity.org | spokanecity.org

From: Cathi Shiflett [<mailto:cschiflett@prochamps.com>]
Sent: Monday, August 27, 2018 10:01 AM
To: Ruffing, Jason
Cc: David Mulberry; Angel at prochamps
Subject: Re: City of Spokane contract with Community Champions

Hello Jason,

We are ecstatic that you would like to continue our partnership! And, I would be happy to assist in facilitating our contract extension.

Would you like our Legal Department to draft the contract extension? If so, please let me know so I can have them draft it right away and I can email it to you for review and signatures.

Thank you for reaching out to us so we can get a current contract in place prior to the expiration date.

Kind Regards,

Cathi Shiflett
National Government Relations Administrator
Property Registration Champions, LLC (PRC DBA PROCHAMPS)
O: 321.421.6639 Ext. 1128 | C: 321.506.2093
PROCHAMPS.com



From: Ruffing, Jason <jruffing@spokanecity.org>
Sent: Friday, August 24, 2018 1:35:52 PM
To: Cathi Shiflett
Cc: Ruffing, Jason
Subject: City of Spokane contract with Community Champions

Hi Cathi, just trying to be as prepared as possible- our contract with you all expires on September 30, 2018- but, the contract can be extended for up to 3 years on annual 1 year contract extensions. I was hoping that you might be able to point me in the right direction for who to speak with to start the paperwork for an extension if you all are satisfied with our relationship!

Thanks, and happy Friday!



Jason Ruffing | City of Spokane | Office of Neighborhood Services and Code Enforcement
509.625.6529 | fax 509.625.6802 | jruffing@spokanecity.org | spokanecity.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/08/2018

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 have ADDITIONAL INSURED provisions or 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 Twin Rivers Insurance, Inc. 730 E Strawbridge Avenue #101 Melbourne FL 32901		CONTACT NAME: Tanya Oneto PHONE (A/C, No, Ext): (321)726-6550 FAX (A/C, No): (321)726-6505 E-MAIL ADDRESS: tanya@twinriversinsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Sentinel Insurance Company LTD	
		INSURER B: Travelers Indemnity Company of America	
		INSURER C: Landmark American Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Master 2018-2019 **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			21 SBM BY2669	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 EPLI \$ 10,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			21 SBM BY2669	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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 <input checked="" type="checkbox"/> Y	N/A	UB-7J990371-17-42-G	12/27/2017	12/27/2018	<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
C	ERRORS & OMISSIONS CLAIMS-MADE BASIS			LHR768561	03/01/2018	03/01/2019	EACH CLAIM 1,000,000 AGGREGATE 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Spokane
808 West Spokane Falls Blvd.

Spokane

WA 99201

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

09/24/2018

Date Rec'd

9/11/2018

Clerk's File #

OPR 2018-0056

Renews #Cross Ref #Submitting Dept

CITY ATTORNEY

Contact Name/Phone

MIKE ORMSBY 6287

Project #Contact E-Mail

MORMSBY@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #

FROM CLAIMS

Agenda Item Name

0500 SPECIAL COUNSEL CONTRACT AMENDMENT

Agenda Wording

A contract with Stewart A. Estes and the firm of Keating Bucklin & McCormack Inc., P.S. to provide legal services and advice to the City regarding the matter of the Hensz v. City of Spokane. We request an additional \$26,000 for a total of \$75,000.

Summary (Background)

This is the first amendment to a contract for legal services for outside counsel to defend the Spokane Police Department and individual officers in a lawsuit brought against them and the department. This lawsuit was filed in late 2017 and this law firm was retained at that time (with notification to City Council). The contract entered into at that time was under the contract threshold amount, but that amount is about to be exceeded and the contract needs to be amended.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 26,000.00

5800-78100-14780-54601

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

PICCOLO, MIKE

Study Session

9/17/18 Advance Agenda

Division DirectorOtherFinance

BUSTOS, KIM

Distribution ListLegal

DALTON, PAT

sestes@kbmlawyers.com

For the Mayor

SANDERS, THERESA

nodle@spokanecity.org

Additional Approvals

sdhansen@spokanecity.org

Purchasing

james.scott@ascrisk.com

RISK MANAGEMENT

ORMSBY, MICHAEL

rkokot@spokanecity.org



City of Spokane
SPECIAL COUNSEL
CONTRACT AMENDMENT

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **KEATING, BUCKLIN & MCCORMACK, INC., P.S.**, whose address is 800 Fifth Avenue, Suite 4141, Seattle, Washington 98104-3175, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide legal services and advice to the City regarding the matter of JOSEPH HENSZ v. CITY OF SPOKANE, ET. AL.;

WHEREAS, additional funds are necessary, 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 original Contract, dated January 17, 2018 and January 18, 2018, 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 upon signature by both parties.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **TWENTY SIX THOUSAND AND NO/100 DOLLARS (\$26,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**.

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.

**KEATING, BUCKLIN &
MCCORMACK, INC., P.S.**

By _____
Signature Date

Type or Print Name

Title

Attest: Approved as to form:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Assistant City Attorney

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

09/24/2018

<u>Date Rec'd</u>	9/12/2018
<u>Clerk's File #</u>	OPR 2016-0826
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR19668

<u>Submitting Dept</u>	NEIGHBORHOOD SERVICES & CODE ENFORCEMENT
<u>Contact Name/Phone</u>	JASON RUFFING 625-6529
<u>Contact E-Mail</u>	JRUFFING@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1200-MONTHLY MONITORING OF REGISTERED FORECLOSURE PROPERTIES, 1 YEAR CONTRA

Agenda Wording

This is a 1 year of the original contract (OPR 2016-0826), which expires on October 31, 2018. This is a companion contract to the foreclosure registry contract with Community Champions.

Summary (Background)

This contract is for the monitoring of foreclosed properties that are registered with Community Champions. Registered properties will be inspected by this vendor. The monitoring of foreclosed properties has been in progress since late 2016. Monthly monitoring has been conducted by KB Construction (North Country Services) consistently and reports have been provided. With these reports, staff is able to begin addressing code violations & safety concerns earlier than previously possible.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Expense	\$ 75,000.00		# 1200-58100-24600-54201-99999		
Select	\$		#		
Select	\$		#		
Select	\$		#		
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		BECKER, KRIS		<u>Study Session</u>	Urban Experience
<u>Division Director</u>		BECKER, KRIS		<u>Other</u>	
<u>Finance</u>		ORLOB, KIMBERLY		<u>Distribution List</u>	
<u>Legal</u>					
<u>For the Mayor</u>		COTE, BRANDY			
<u>Additional Approvals</u>					
<u>Purchasing</u>					

Briefing Paper (Urban Experience)

Division & Department:	Neighborhood and Business Services, Code Enforcement
Subject:	Consultant Contract Extension for OPR 2016-0826. Foreclosure property monthly monitoring
Date:	August 27, 2018
Contact (email & phone):	Jason Ruffing, Neighborhood and Housing Specialist jruffing@spokanecity.org 509.625.6529
City Council Sponsor:	
Executive Sponsor:	Kris Becker
Committee(s) Impacted:	Finance and Administration, Public Safety and Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan to create a community so that all people can feel safe, empowered, and welcome. The foreclosure registry and monitoring of registered foreclosures is part of a larger goal to mitigate the adverse impacts of abandoned and foreclosed properties, which promotes growth and connects people to place.
Strategic Initiative:	Safe and Healthy, Urban Experience
Deadline:	October 31, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	The outcome of this contract extension is the continuation of monthly monitoring of foreclosure and bank owned properties, as laid out in SMC 17F.070.520.
<p>Background/History: This is a companion contract extension to the consultant agreement contract with Community Champions. This contract is for the monthly monitoring of foreclosed properties that are registered with Community Champions. Registered properties will be inspected by this experienced vendor with site conditions reported with photo documentation as needed. The monitoring of foreclosed properties has been in progress since late 2016. Monthly monitoring has been conducted by KB Construction (now North Country Services) consistently and reports have been provided. These inspection reports are available to city staff and to lender representatives through Community Champions' registry. With these monitoring reports, staff is able to begin addressing code violations and safety concerns at properties earlier than previously possible, mitigating potential loss to property, public safety hazards, and adverse impacts on the surrounding neighborhood. Lenders and property preservation companies monitor their own properties in accordance with their own policies. However, due to a July 2016 Washington Supreme Court decision, nearly all lender initiated property preservation has ceased statewide. This situation heightens the importance of the required city monitoring program so that unsecure buildings and code violations such as graffiti and illegal dumping will be identified and addressed by Code Enforcement staff.</p>	

Executive Summary:

- *This is a 1 year of the original contract (OPR 2016-0826), which expires on October 31, 2018. The original contract allows for extensions upon mutual agreement.*
- *This is a companion contract to the foreclosure registry contract with Community Champions. This is an extension with the same monitoring contractor; however, the contractor's business name is now North Country Services.*
- *The intent of the registry is to catch foreclosure properties early, before the asset becomes devalued through deterioration or destruction of building systems. This can greatly reduce public safety hazards and adverse impacts to the surrounding neighborhood.*
- *A mobile app was developed by Community Champions that is now active. This app streamlined the monitoring process and improved data entry for the monitoring contractor.*
- *The registry will continue to be funded by the annual per property registration fee. The \$350 annual fee provided in the Spokane Municipal Code 17F.070.520 covers the costs of the electronic registry vender (\$100), city monitoring vender required by the SMC (\$114 per property per year), and city administration of the program.*

Budget Impact:

Approved in current year budget? ☒ Yes No N/A

Annual/Reoccurring expenditure? ☒ Yes No N/A

If new, specify funding source:

Other budget impacts: Monthly inspections for the year of 2017 averaged around 400-550 registered foreclosures that were inspected monthly. These inspections are compensated at \$9.50 per inspection, which usually totals in the \$4,000 to \$5,000 per month range on the monthly invoices. The "not to exceed" amount for 2017 to the present was \$114,000.00. The "not to exceed" amount for this one year extension is estimated to be \$75,000.00. This number is based on analysis of the previous 12 months of monitoring invoices under this contract.

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:

**COMMERCIAL LINES POLICY
COMMON POLICY DECLARATIONS**

Security National Insurance Company
800 Superior Avenue East, 21st floor
Cleveland, OH 44114

NA117999000

Renewal of Number
Named Insured and Mailing Address
(No., Street, Town or City, County, State, Zip Code)
CARRIE PAETSCH
DBA:NORTH COUNTRY SERVICES
441 GOLD CREEK LOOP RD
COLVILLE, WA 99114

Policy No. NA117999001

Producer and Mailing Address
(No., Street, Town or City, County, State, Zip Code)
BUILDERS & TRADESMEN'S INS SVC
6610 SIERRA COLLEGE BLVD
ROCKLIN, CA 95677
TEL: (877) 649-6682

Tax State WA

Policy Period: From 01-26-2018 to 01-26-2019 at 12:01 A.M. Standard Time
at your mailing address shown above.

Form of Business: Partnership

Business Description: RESIDENTIAL REMODELING

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	\$ Not Covered
Commercial General Liability Coverage Part	\$ 1,296.00
	\$
	\$
	\$
Policy Fee: \$150.00	\$ 150.00
TOTAL	\$ 1,446.00

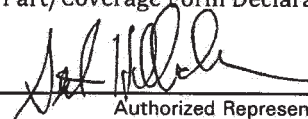
Form(s) and Endorsement(s) made a part of this policy at time of issue *:

See Schedule of Applicable Forms

* Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

Countersigned: 01-23-18 MJD

By


Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. NA117999001

Effective Date: 01-26-2018
12:01 A.M. Standard Time

LIMITS OF INSURANCE							
General Aggregate Limit (Other Than Products - Completed Operations)	\$	2,000,000					
Products – Completed Operations Aggregate Limit	\$	2,000,000					
Personal and Advertising Injury Limit	\$	1,000,000					
Each Occurrence Limit	\$	1,000,000					
Damage to Premises Rented to You (Fire Damage) Limit	\$	100,000				Any One Premises	
Medical Expense Limit	\$	5,000				Any One Person	

LOCATION OF PREMISES	
Location of All Premises You Own, Rent or Occupy: 441 GOLD CREEK LOOP RD, COLVILLE, WA 99114	

PREMIUM							
Classification	Code No.	Premium Basis	Rate		Advance Premium		
			Pr/Co	All Other	Pr/Co	All Other	
RESIDENTIAL REMODELING	91340	32,367 (p)	INCL	22.815	INCL		738
COMMERCIAL REMODELING AND TENANT IMPROVEMENTS AND BETTERMENTS	91342	10,789 (p)	INCL	28.593	INCL		308
STOP GAP	92400	(c)	INCL		INCL		250
Total Advance Premium							1,296

(a) area – per 1000 sq. ft.	(m) admissions – per 1000	(e) each	(u) units
(s) gross sales – per \$1000	(p) payroll – per \$1000	(c) total cost – per \$1000	

FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue: See Schedule of Applicable Forms

*Information Omitted if shown elsewhere in the policy

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS THE NAME OF THE INSURED AND THE POLICY PERIOD.
This page alone does not provide coverage and must be attached to a Commercial Lines Common Policy Declarations Page.
Common Policy Conditions, Coverage Part Coverage Form(s) and any other applicable forms and endorsements.



City of Spokane
CONTRACT EXTENSION
**Title: MONITORING OF
FORECLOSED PROPERTIES**

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 **NORTH COUNTRY SERVICES**, formerly **KB CONSTRUCTION**, whose address is 441 Gold Creek Loop Road, Colville, Washington 99114 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide monitoring services of foreclosure properties; and

WHEREAS, additional time is required, and thus the Contract time for performance needs to be formally extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated October 6, 2016, 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 November 1, 2018.

3. EXTENSION.

The contract documents are hereby extended and shall run through October 31, 2019.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)** for everything furnished and done under this Contract Extension.

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.

NORTH COUNTRY SERVICES

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

TABLE 1
OVERALL PROJECT COSTS FOR TASKS 1, 2, 3, 4, 5, AND 6

Task No.	Scope of Work	Costs
1	Develop Protocol	\$0
2	Compliance test conducted on all both boilers in accordance with the requirements under 40 CFR 60.58b and 40 CFR 60.38b and 2017 report format (Dioxin, PAH, & PCB on only one Unit)	\$86,610 (Subtract \$9,000)
3	Sampling and Analytical Clarifications	N/A
4	RATA on both units including test report	\$9,000
5	Acquisition and Analysis of Audit Samples Method 23 Method 8 (1 req'd in 2017) Method 26 (1 req'd in 2017) Method 29 for 8 Metals (2 req'd in 2017) Method 29 for Mercury (2 req'd in 2017)	N/A* \$209 \$201 \$877 \$458
6	Compliance Test Report (See Table 2 and 3 for details)	\$2,500
Total	Total of Tasks 1, 2, 3, 4, 5, and 6 with all options (Dioxin, PAH, & PCB on only one Unit)	\$99,855 (Subtract \$9,000)

*Not available at the time of this writing, but will be ordered and billed at cost for acquisition and analysis if available 60 days prior to compliance testing.

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

09/24/2018

<u>Date Rec'd</u>	9/12/2018
<u>Clerk's File #</u>	CPR 2018-0011
<u>Renews #</u>	

Submitting Dept	MAYOR	Cross Ref #	
Contact Name/Phone	BRANDY COTE 6256774	Project #	
Contact E-Mail	BCOTE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Boards and Commissions	Requisition #	
Agenda Item Name	0520 NEPDA BOARD APPOINTMENT		

Agenda Wording

Appointment of Commissioner Josh Kerns to fill a vacant seat on the Northeast Public Development Authority Board, to begin immediately and serve until 12/11/2019.

Summary (Background)

Appointment of Commissioner Josh Kerns to fill a vacant seat on the Northeast Public Development Authority Board, to begin immediately and serve until 12/11/2019.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	COTE, BRANDY	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>		Distribution List
<u>Legal</u>		bcote@spokanecity.org
<u>For the Mayor</u>	COTE, BRANDY	jkerns@spokanecounty.org
Additional Approvals		smsimmons@spokanecity.org
<u>Purchasing</u>		cgreen@spokanecity.org

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

09/24/2018

<u>Date Rec'd</u>	9/10/2018
<u>Clerk's File #</u>	ORD C35679
<u>Renews #</u>	

Submitting Dept	HUMAN RESOURCES	Cross Ref #	
Contact Name/Phone	CHRIS X6383	Project #	
Contact E-Mail	CCAUNAUGH@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	HUMAN RESOURCES - 4TH QUARTER RANGE CHANGES		

Agenda Wording

This action implements classification and pay adjustments in accordance with approved union agreements and City Policies

Summary (Background)

This ordinance is needed to implement quarterly classification and pay adjustments in accordance with approved union agreements, City policies, and as approved by management.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 3,052	# 0260-32100-14230-59951
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CAVANAUGH, CHRISTINE	<u>Study Session</u>	
<u>Division Director</u>	CAVANAUGH, CHRISTINE	<u>Other</u>	Sustainable Resources
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	SANDERS, THERESA		

Additional Approvals

<u>Purchasing</u>		
<u>CITY COUNCIL</u>	MCCLATCHEY, BRIAN	

ORDINANCE C35679

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	0260-32100 14230-59951	General Fund – City Clerk's Office Reserve for Budget Adjustment	\$3,052
TO:	0260-32100 14230-08070	General Fund – City Clerk's Office City Clerk (from Grade 48 to 51 M&P-A)	\$1,960
	0260-32100 14230-08050	General Fund – City Clerk's Office Deputy City Clerk (from Grade 40 to 42 M&P-A)	<u>\$1,092</u>
			<u>\$ 3,052</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to implement classification and pay adjustments in accordance with approved union agreements and City policies, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
Human Resources Office Request
DATE

Subject: Revising the salary for the City Clerk and the Deputy City Clerk.

Background: CP Stuckart and City Administration requested a review of the salary range for both the City Clerk and the Deputy City Clerk. That review has been completed and includes an update of the class specification for each position (attached). Each of the affected employees is currently being paid the appropriate hourly increase in as Out of Grade pay.

Impact: This review resulted in a salary range change for the Deputy City Clerk from Range 40 to Range 42 (\$1.80/hour for the affected employee). The range change for the City Clerk is Range 48 to Range 51 (\$3.23/hour for the affected employee).

Action: Approve the Range Adjustments for the classifications of City Clerk and Deputy City Clerk

Division Head Signature_____

For further information on this subject contact _____

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

09/24/2018

Date Rec'd

8/15/2018

Clerk's File #

ORD C35678

Renews #Submitting Dept

DEVELOPER SERVICES CENTER

Cross Ref #

RES 2018-0072

Contact Name/Phone

ELDON BROWN 625-6305

Project #Contact E-Mail

EBROWN@SPOKANECITY.ORG

Bid #Agenda Item Type

Hearings

Requisition #Agenda Item Name

4700 - STREET VACATION OF VARIOUS RIGHT-OF-WAYS FOR WSDOT NSC PROJECT

Agenda Wording

Vacation of various right-of-ways between Wellesley Ave, Grace Ave, Market St., and Thor St. as requested by Washington State Department of Transportation as part of their NSC Project.

Summary (Background)

At its legislative session held on August 20, 2018, the City Council set a hearing on the above vacation for September 24, 2018. Staff has solicited responses from all concerned parties.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

BECKER, KRIS

Study SessionDivision Director

TRAUTMAN, HEATHER

OtherFinance

ALBIN-MOORE, ANGELA

Distribution ListLegal

RICHTMAN, JAMES

ebrown@spokanecity.org

For the Mayor

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Additional Approvals

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Purchasing

krichards@spokanecity.org

City of Spokane
Planning & Development Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. ORD C35678

An ordinance vacating various right-of-ways in the City of Spokane

WHEREAS, pursuant to Resolution 2018-0072, the City Council initiated the vacation of portions of right-of-ways more particularly described below, and a hearing has been held on the resolution 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 following right-of-ways are hereby vacated. Parcel numbers not assigned.

That portion of the northwest quarter of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:
Hoffman Avenue from the east right-of-way line of Market Street to the west line of the existing Burlington Northern Santa Fe Railroad (BNSF) right-of-way as defined in the Record of Survey defining the BNSF right-of-way and recorded with the Spokane County Auditor in Book 151 pages 96-98 under Auditor's File Number 6222766.

Together with:

That portion of the southwest quarter of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:
Gordon Avenue from the east right-of-way line of Market Street to the west right-of-way line of Greene Street.

Together with:

That portion of the northwest quarter of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:
Lacrosse Avenue from the east right-of-way line of Market Street to the west line of existing Burlington Northern Santa Fe Railroad (BNSF) railroad right-of-way as

defined in the Record of Survey defining the BNSF right-of-way and recorded with the Spokane County Auditor in Book 151 pages 96-98 under Auditor's File Number 6222766.

Together with:

Portions of the northwest and southwest quarters of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:

Garland Avenue from a line that is 32 feet east of and parallel to the east right-of-way of Market Street, to the west line of the existing Burlington Northern Santa Fe Railroad (BNSF) right-of-way as defined in the Record of Survey defining the BNSF right-of-way and recorded with the Spokane County Auditor in Book 151 pages 96-98 under Auditor's File Number 6222766

Together with:

That portion of the southwest quarter of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:

Glass Avenue from the east right-of-way line of Market Street to the west right-of-way line of Greene Street.

Together with:

That portion of the southwest quarter of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:

Garnet Avenue between a line and the center of the right-of-way of Greene Street. Said line described as a line connecting the south-east corner of Lot 7, Block 31, of Minnehaha Addition (AFN3100500) and the north-west corner of the Washington State Department of Transportation owned portion of Lot 5, Block 26 of Minnehaha Addition as recorded with the Spokane County Auditor under AFN #3100500.

Together with:

That portion of the southwest quarter of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:

Bridgeport Avenue from the west line of Lot 10, Block 17, of Minnehaha Addition as recorded with the Spokane County Auditor under AFN #3100500, to the center of the right-of-way line of Greene Street.

Together with:

That portion of the southwest quarter of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:

Liberty Avenue from the west line of Lot 2, Block 3, of Minnehaha Addition as recorded with the Spokane County Auditor under AFN #3100500, to the east right-of-way line of Greene Street.

Together with:

That portion of the northwest quarter of Section 10, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:
Fairview Avenue from the west line of Lot 12, Block 5, of Minnehaha Addition, as recorded with the Spokane County Auditor under AFN #3100500, to the west right-of-way line of Ralph Street.

Together with:

Those portions of the southwest quarter of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:
The west half of Greene Street from the north right-of-way line of Garnet Avenue to the south right-of-way line of Bridgeport Avenue, and Greene Street from the south right-of-way line of Bridgeport Avenue to the north right-of-way line of Euclid Avenue

Together with

That portion of the northwest quarter of Section 10, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:
Cleveland Avenue from the west right-of-way line of Greene Street to the west right-of-way line of Ralph Street:

Together with:

That portion of the northwest quarter of Section 10, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:
Greene Street from the south right-of-way line of Euclid Avenue to the south right-of-way line of Cleveland Avenue.

Section 2. An easement is reserved and retained over and through Greene Street from the south right-of-way line of Euclid Avenue to the south right-of-way line of Cleveland Avenue, for Avista Utilities and the City of Spokane for ingress/egress and to operate, maintain, or repair existing utilities. No permanent obstructions can be placed within the easement without permission from the City Engineer.

Section 3. An easement is reserved and retained over and through Greene Street from the south right-of-way line of Bridgeport Avenue to the north right-of-way line of Euclid Avenue, for Avista Utilities to protect existing utilities.

Section 4. An easement is reserved and retained over and through Lacrosse Avenue from the east right-of-way line of Market Street to the west line of existing Burlington Northern Santa Fe Railroad (BNSF) railroad right-of-way as defined in the Record of Survey defining the BNSF right-of-way and recorded with the Spokane County Auditor in Book 151 pages 96-98 under Auditor's File Number 6222766 for the City of Spokane for ingress/egress and to operate, maintain, or repair existing utilities. No permanent obstructions can be placed within the easement without permission from the City Engineer.

Section 5. An easement is reserved and retained over and through Bridgeport Avenue from the west line of Lot 10, Block 17, of Minnehaha Addition as

recorded with the Spokane County Auditor under AFN #3100500, to the center of the right-of-way line of Greene Street for the City of Spokane and Avista Utilities for ingress/egress and to operate, maintain, or repair existing utilities. No permanent obstructions can be placed within the easement without permission from the City Engineer.

Section 6. An easement is reserved and retained over and through Liberty Avenue from the west line of Lot 2, Block 3, of Minnehaha Addition as recorded with the Spokane County Auditor under AFN #3100500, to the west right-of-way line of Greene Street for the City of Spokane for ingress/egress and to operate, maintain, or repair existing utilities. No permanent obstructions can be placed within the easement without permission from the City Engineer.

Section 7. An easement is reserved and retained over and through Fairview Avenue from the west line of Lot 10, Block 5, of Minnehaha Addition, as recorded with the Spokane County Auditor under AFN #3100500, to the west right-of-way line of Ralph Street for the City of Spokane for ingress/egress and to operate, maintain, or repair existing utilities. No permanent obstructions can be placed within the easement without permission from the City Engineer.

Section 8. An easement is reserved and retained over and through Cleveland Avenue from the west right-of-way line of Greene Street to the west right-of-way line of Ralph Street for the City of Spokane for ingress/egress and to operate, maintain, or repair existing utilities. No permanent obstructions can be placed within the easement without permission from the City Engineer.

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
8-3-18**

LOCATION: Multiple right-of-ways for the NSC

PROPONENT: Washington State Department of Transportation

PURPOSE: Continued building on the North Spokane Freeway Corridor.

HEARING: September 24, 2018

REPORTS:

AVISTA UTILITIES - Hoffman Avenue - between Market and Greene Street. No reservation of easements requested.

Lacrosse Avenue - between Market and Greene Street. No reservation of easements requested.

Garland Avenue - between Market and old Rail Road right-of-way west of Greene Street (see page 2 of attachment). No reservation of easements requested.

Gordon Avenue - between Market and Greene Street. No reservation of easements requested.

Glass Avenue - between Market and Greene Street. No reservation of easements requested.

Portion of Garnet Avenue - between Market and Greene Street (see page 4 of attachment). No reservation of easements requested.

Portion of Bridgeport Avenue - between Market and east side of Greene Street (see page 4 of attachment). Reserve easement for natural gas pipe lines and appurtenances.

Greene Street – from the north side of Garnet Avenue running south to the north side of Bridgeport Avenue (see page 2 to page 4 of attachment) No reservation of easements requested.

Portion of Liberty Avenue - between Market and west side of Greene Street (see page 5 of attachment). No reservation of easement requested.

Greene Street – From north side of Bridgeport Avenue running south to north side of Euclid Avenue (see pages 4 and 5 of attachment). Reserve easement for natural gas pipe lines and appurtenances.

Greene Street - from south side of Euclid Avenue running south to south side of Cleveland Avenue (see pages 5 and 6 of attachment). Reserve easement for natural gas pipe lines and appurtenances.

Fairview – That portion of Fairview west of Greene Street, as shown on Page 6 of attachment, reserve easement for gas lines and appurtenances.

Cleveland Avenue and Greene Street – Reserve easement at this intersection for over-head electrical lines running along Cleveland Avenue crossing Greene Street.

COMCAST – Comcast has reviewed the vacation request. Comcast has no objections with the vacation.

CENTURYLINK – CenturyLink has no conflicts with the locations listed in the email.

INLAND POWER & LIGHT – Inland Power & Light Co has no facilities in any of the proposed areas to vacate as indicated on the received maps.

XO COMMUNICATIONS – XO Communications is clear and has no interest concerning this property.

ZAYO COMMUNICATIONS – Zayo wants to note, that at this time we only have facilities crossing Euclid proceeding east and west. We would request work with whoever it need be to make sure this meets the alignment and plans to remain in this location.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No comments

FIRE DEPARTMENT – No objections to the requested vacations but would need emergency access and nearest hydrants to remaining structures in the NSC corridor be maintained until buildings are completely removed.

NEIGHBORHOOD SERVICES - No comments

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES - No comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No comments

PLANNING & DEVELOPMENT – PLANNING – No comments

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT – We have reviewed the proposed vacations for WSDOT right-of-way vacation for NSC and have concerns about the Traffic Signal at Garland Ave. and Market St. and any changes to any signal infrastructure. Traffic Signal Controller is on the southeast corner with traffic communication from Euclid Ave and Market St.

WASTEWATER MANAGEMENT – Wastewater Management had a previous agreement with WSDOT about sewer mains running into the areas that were being requested for vacation (on both the Ralph and Market sides of Greene). For this specific request at Liberty, Bridgeport and Garnet and Fairview. we have sewer mains that need to have new sewer start manholes added within the proposed future right of way, outside the vacation area to shorten the length of the mains. This is needed in order to continue to provide service to residences and businesses that are remaining in the area and allow us to inspect and maintain those lines. The agreement was that WSDOT would pay for the work and our crews were going to do the actual construction. Unfortunately WSDOT has already paved and dead ended the street at Liberty without that work being done. In order for us to agree to the vacations at least at those streets we need to get those sewer lines taken care of prior to more paving and closing the right of ways.

WATER DEPARTMENT - No comments

BICYCLE ADVISORY BOARD - No comments

RECOMMENDATIONS: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Avista Utilities shall be retained to protect existing utilities over the following right-of-ways;
 - a) Greene Street from the south right-of-way line of Euclid Avenue to the south right-of-way line of Cleveland Avenue
 - b) Greene Street from the south right-of-way line of Bridgeport Avenue to the north right-of-way line of Euclid Avenue.
 - c) Bridgeport Avenue from the west line of Lot 10, Block 17, of Minnehaha Addition as recorded with the Spokane County Auditor under AFN #3100500, to the center of the right-of-way line of Greene Street.
2. An easement as requested by the City of Spokane shall be retained to protect existing utilities over the following right-of-ways;
 - a) Lacrosse Avenue from the east right-of-way line of Market Street to the west line of existing Burlington Northern Santa Fe Railroad (BNSF) railroad right-of-way as defined in the Record of Survey defining the BNSF right-of-way and recorded with the Spokane County Auditor in Book 151 pages 96-98 under Auditor's File Number 6222766.
 - b) Greene Street from the south right-of-way line of Euclid Avenue to the south right-of-way line of Cleveland Avenue
 - c) Lacrosse Avenue from the east right-of-way line of Market Street to the west line of existing Burlington Northern Santa Fe Railroad (BNSF) railroad right-of-way as defined in the Record of Survey defining the BNSF right-of-way and recorded with the Spokane County Auditor in Book 151 pages 96-98 under Auditor's File Number 6222766.
 - d) Bridgeport Avenue from the west line of Lot 10, Block 17, of Minnehaha Addition as recorded with the Spokane County Auditor under AFN #3100500, to the center of the right-of-way line of Greene Street.
 - e) Liberty Avenue from the west line of Lot 2, Block 3, of Minnehaha Addition as recorded with the Spokane County Auditor under AFN #3100500, to the west right-of-way line of Greene Street.
 - f) Fairview Avenue from the west line of Lot 10, Block 5, of Minnehaha Addition, as recorded with the Spokane County Auditor under AFN #3100500, to the west right-of-way line of Ralph Street.
 - g) Cleveland Avenue from the west right-of-way line of Greene Street to the west right-of-way line of Ralph Street.
3. That no compensation for the assessed value of the area herein be required.

4. Closure and termination of the existing right-of-ways be handled during the design/construction process.

Eldon Brown, P.E.
Principal Engineer – Planning & Development

EDJ/edj

A handwritten signature in black ink, appearing to read "Eldon W. Brown". The signature is written in a cursive, flowing style.

EXHIBIT "A"

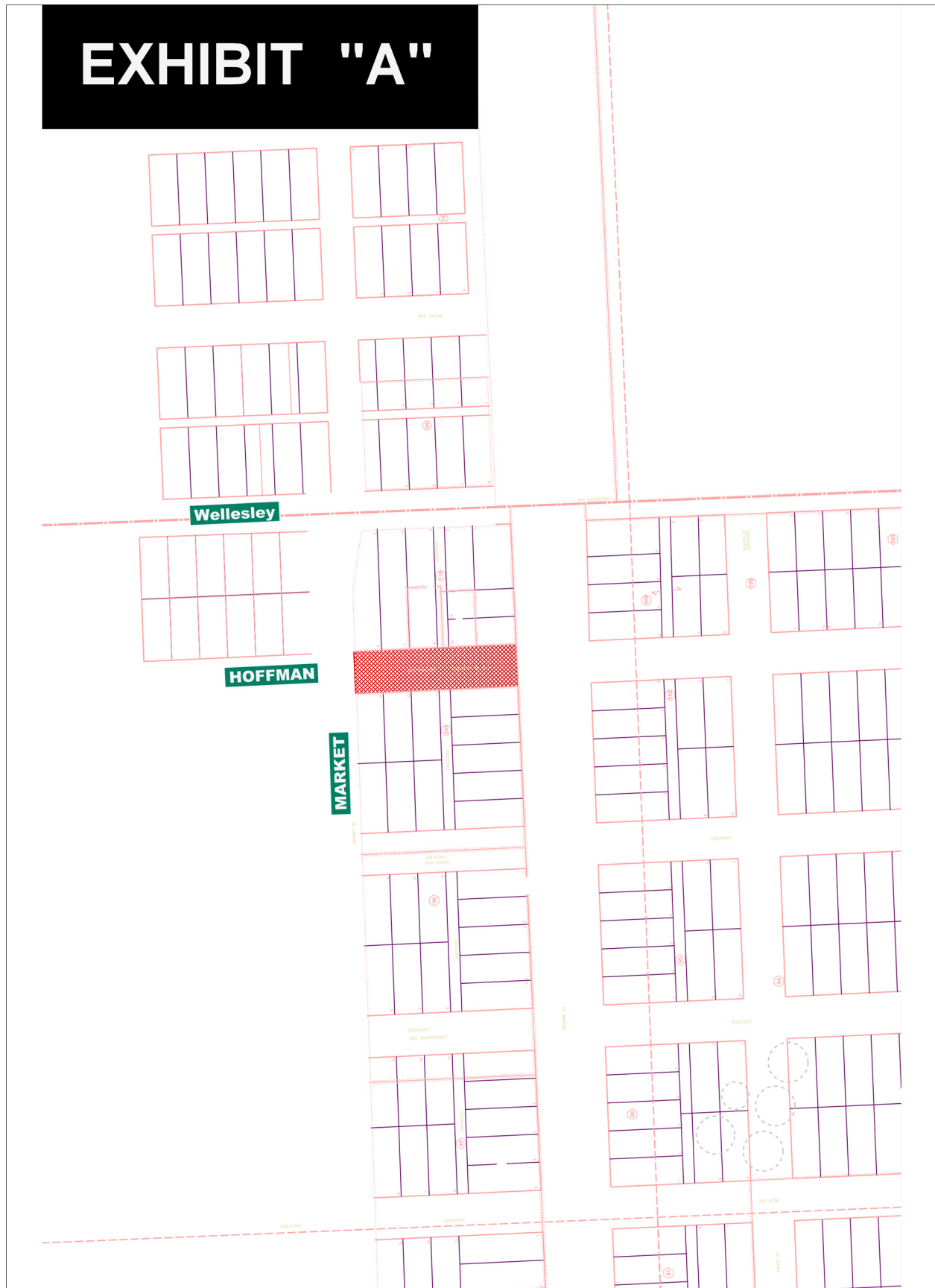


EXHIBIT "A"

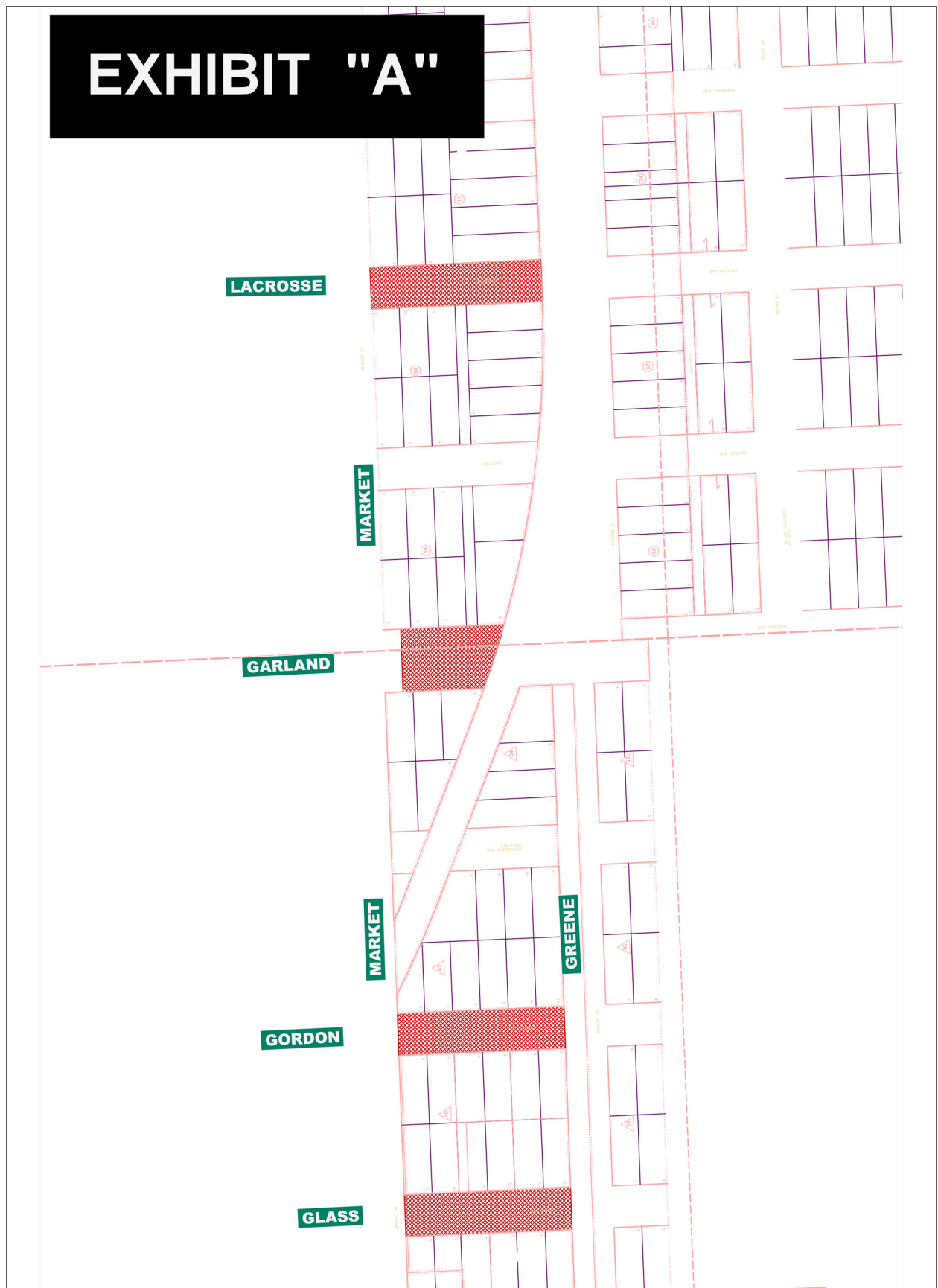
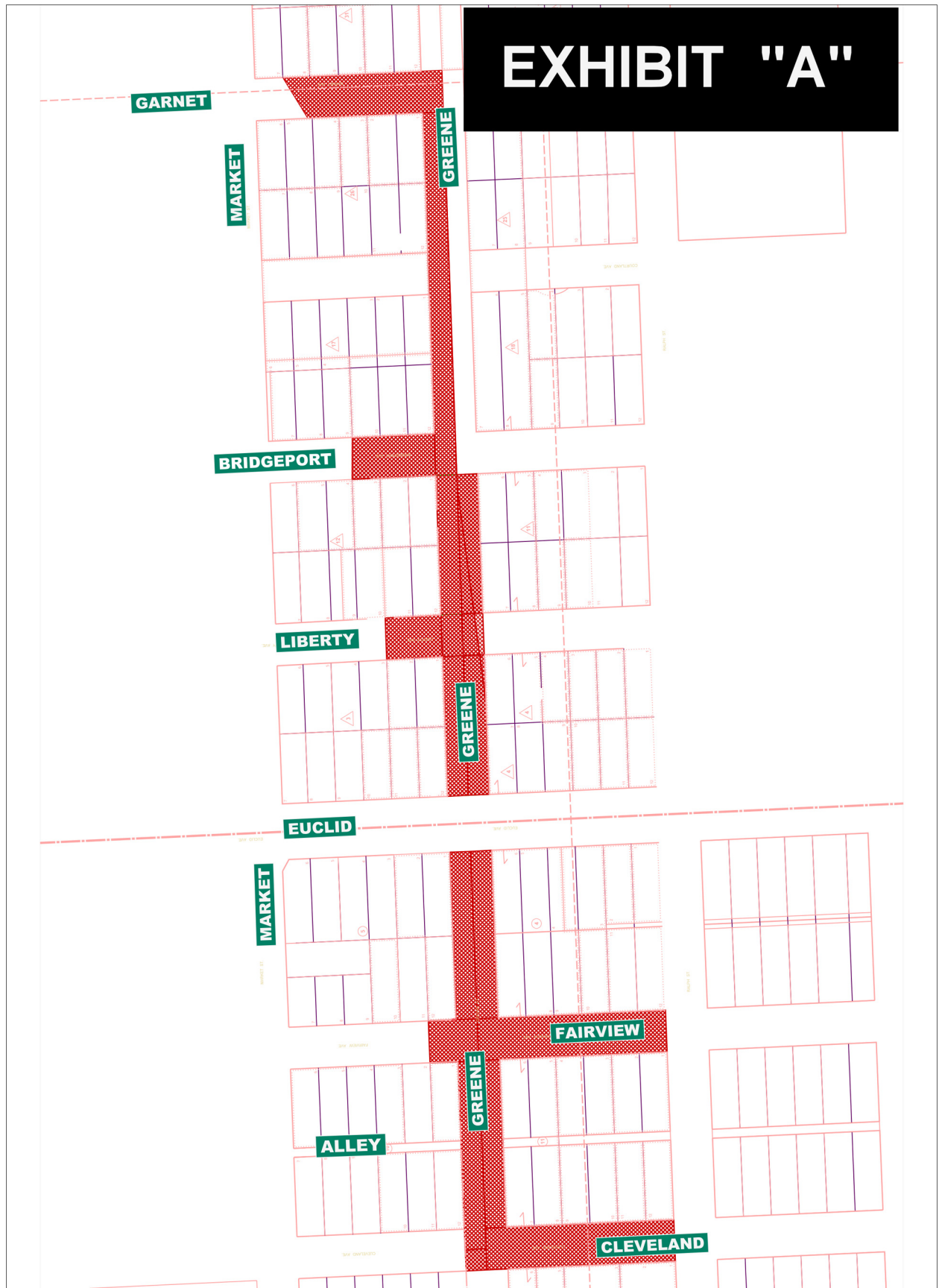


EXHIBIT "A"



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

07/23/2018

<u>Date Rec'd</u>	5/18/2018
<u>Clerk's File #</u>	ORD C35634
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	KAREN STRATTON 6291
<u>Contact E-Mail</u>	KSTRATTON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0320 BUDGET CONTROLS ORDINANCE

Agenda Wording

An ordinance relating to budget controls; amending section 03.07.230; enacting new sections 03.07.340, 03.07.350, 03.07.360, and 03.07.370 of the Spokane Municipal Code.

Summary (Background)

This ordinance: ends the future use of employment service contracts, requires that all City of Spokane employment opportunities be adopted in the annual budget or by special budget ordinance before advertisement. Creates exception for temp/seasonal and project employees, and requires all vacant positions be budgeted at the Step 1 level.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	MCDANIEL, ADAM
<u>Division Director</u>	
<u>Finance</u>	DUNIVANT, TIMOTHY
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	DUNIVANT, TIMOTHY
<u>Additional Approvals</u>	
<u>Purchasing</u>	
<u>CITY COUNCIL</u>	MCDANIEL, ADAM

<u>Study Session</u>	
<u>Other</u>	Finance & Administration - March 19

<u>Distribution List</u>
tdunivant@spokanecity.org
cmarchand@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The ordinance requires financial justification when an employee is hired at a level higher than Step 1 or is promoted to a step beyond the employee's next successive step in the current range, prohibits the base salary of any City employee from being more than 4 times the median household income of the city of Spokane unless making four times city of Spokane MHI as of January 1, 2018, prohibits out-of-classification pay for Division Directors or Department Heads unless working out-of-classification as the City Administrator, and automatically expires vacant line-item positions that have not been filled within sixty days of budget or special budget ordinance approval. The expired funds go automatically to the department's reserves.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

ORDINANCE NO. C35634

An ordinance relating to budget controls; amending section 03.07.230; enacting new sections 03.07.340, 03.07.350, and 03.07.360 of the Spokane Municipal Code.

Section 1. That section 03.07.230 of the Spokane Municipal Code is amended to read as follows:

Section 03.07.230 Nonrepresented Employee Personal Service Contracts

- A. All ~~((new, amended or renegotiated personal service contracts or))~~ letters of appointment for nonrepresented employees shall either be subject to final approval by the ~~((city council))~~ City Council or negotiated within the parameters set forth by the ~~((city council))~~ City Council by ordinance ~~((or within existing personnel procedures adopted by the city council))~~. All new, amended or renegotiated ~~((personal service contracts or))~~ letters of appointment for nonrepresented employees shall contain as a condition of employment that the nonrepresented employee shall be subject to the Code of Ethics, chapter ~~((1.04))~~ 01.04A, SMC.
- B. The City of Spokane shall not enter into any new personal service contracts upon the effective date of this chapter.

Section 2. That there is adopted a new section 03.07.340 of the Spokane Municipal Code to read as follows:

Section 03.07.340 Budget Approval Prior to City Employment Advertisement

- A. All City employment opportunities shall be approved as a detailed line item in the annual budget or by a special budget ordinance prior to being advertised for applicants.
- B. This section shall not apply to City of Spokane temporary or seasonal employment opportunities.

Section 3. That there is adopted a new section 03.07.350 of the Spokane Municipal Code to read as follows:

Section 03.07.350 Salary Grades and Steps

- A. All vacant positions shall be budgeted at the lowest step in the salary grade based on the range listed in the job description created by Human Resources or Civil Service.
- B. Prior to filling a vacant position at a higher step than the lowest step in the salary range and prior to promoting an employee to a step beyond the employee's next

successive step in the current range, the City Council shall be provided with a written justification for skipping a step(s) in the hiring or promotion action.

Section 4. That there is adopted a new section 03.07.360 of the Spokane Municipal Code to read as follows:

Section 03.07.360 Vacant Positions

- A. All funds allocated to a nonrepresented vacant position adopted in the annual budget or by special budget ordinance shall expire if the recruitment process for that vacant position has not begun within one hundred eighty (180) days of the occurrence of the vacancy.
- B. The funds allocated to vacant nonrepresented positions for which the recruitment process has not begun within one hundred eighty (180) days of the occurrence of the vacancy shall be transferred to that department's reserves.
- C. Funding for expired vacant nonrepresented positions may be restored by special budget ordinance adopted by the City Council pursuant to Section 19 of the City Charter.

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:**

09/17/2018

Date Rec'd

8/29/2018

Clerk's File #

ORD C35677

Renews #**Submitting Dept**

FINANCE & ADMIN

Cross Ref #**Contact Name/Phone**CRYSTAL 625-6369
MARCHAND**Project #****Contact E-Mail**

CMARCHAND@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0410 - MODEL BUSINESS LICENSE ORDINANCE

Agenda Wording

An ordinance relating to business license; amending SMC sections 08.01.020, 08.01.190 and 08.02.0206; and adopting a new section 08.01.195 to Chapter 08.01 of the Spokane Municipal Code.

Summary (Background)

During the 2017 legislative session, the Washington State legislature adopted EHB 2005 relating in part to municipal business licenses. To be in compliance with EHB 2005, the City will be codifying in the Spokane Municipal Code a mandatory definition of "engaging in business" and a minimum threshold exemption to establish when out-of-town or transient businesses are required to be licensed. The City has elected a fee-free business registration for businesses qualifying under this exemption.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MARCHAND, CRYSTAL

Study SessionFinance & Administration
Committee 8/20/18**Division Director**

STOPHER, SALLY

Other**Finance**

STOPHER, SALLY

Distribution List**Legal**

DALTON, PAT

cmarchand@spokanecity.org

For the Mayor

PFISTER, TERRI

taxandlicenses@spokanecity.org

Additional Approvals

jahensley@spokanecity.org

Purchasing**CITY COUNCIL**

MCCLATCHEY, BRIAN

ORDINANCE NO. C35677

An ordinance relating to business license; amending SMC sections 08.01.020, 08.01.190 and 08.02.0206; and adopting a new section 08.01.195 to chapter 08.01 of the Spokane Municipal Code.

WHEREAS, during the 2017 legislative session, the Washington State legislature adopted EHB 2005 relating in part to municipal business licenses; and

WHEREAS, EHB 2005 provided in part that cities are required to adopt as part of their local business license provisions of a model business license ordinance prepared by a task force established pursuant to EHB 2005; and

WHEREAS, the model business license ordinance was finalized and made available to cities in July of 2018; and

WHEREAS, the required provisions of the model ordinance that the City will be codifying in the Spokane Municipal Code in order to be in compliance with EHB 2005 include an mandatory definition of “engaging in business” and a minimum threshold exemption to establish when out-of-town or transient businesses are required to be licensed; and

WHEREAS, the City has until October 17, 2018 to update its local business license regulations; -- Now, Therefore;

The City of Spokane does ordain:

Section 1. That SMC 08.01.020 is amended to read as follows:

08.01.020 Definitions

Words are to be given their usual meaning except the following terms and their derivations have the meaning given when used in this chapter. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word “shall” is always mandatory and not merely directory.

- A. “Business” includes all activities, occupations, trades, pursuits, professions, and matters located or engaged in within the city with the object of gain, benefit, or advantage to the registrant or to another person or class, directly or indirectly.
- B. “Certified B Corporation” means any for-profit company certified by the non-profit B Lab to meet rigorous standards of social and environmental performance, accountability, and transparency.
- C. “Engaging in business” means commencing, conducting, or continuing in business, ~~((including delivery of goods and services;))~~ and also the exercise of

corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

- D. "Gross income" means the total income to the registering entity from engaging in business within the city without any deductions for taxes, bad debt, or other deductions. It is not computed separately for each individual partner, principal, employee, or other constituent part of the registrant.
- E. "Itinerant Vendor", as used in this section is defined in SMC 10.40.010.
- F. "Nonprofit Corporation" or "Nonprofit Organization" means a corporation, organization or limited liability corporation:
 - 1. Formed and organized under chapter 24.03 RCW, and
 - 2. In accordance with Internal Revenue Code sections 501(c)(3) or 501(c)(4), and as hereafter amended.
 - 3. Where the term nonprofit organization is used, it is meant to include a nonprofit corporation or nonprofit limited liability corporation.
- G. "Personnel" means any person employed by or working for any business located within the city, and/or persons who perform any part of their duties within the city. This includes officer, owner, agent or other staff function.
 - 1. All officers, agents, dealers, LLC members, etc., of a corporation or business trust, and all partners of a partnership are counted as personnel within this definition.
 - 2. A sole proprietor, owner and spouse are not counted as personnel.
 - 3. Each part-time or each temporary person must be counted as one personnel.
 - 4. Volunteers are not counted as personnel in determining the business registration fee.
- H. "Registrant" includes any person who:
 - 1. Engages in business,
 - 2. Is required to have a business license and/or registration,
 - 3. Is liable for any license fee, registration fee, or tax, or
 - 4. Performs any act for which a license fee, registration fee, or tax is imposed by this chapter.
- I. "Social Purpose Corporation" means a corporation that has elected to be governed as a social purpose corporation under chapter 23B.25 RCW.

Section 2. That SMC 08.01.190 is amended to read as follows:

08.01.190 Business Registration Fee Reduction

- A. Low Gross Income.
Registrants whose gross income does not exceed eighteen thousand dollars (\$18,000) per calendar year or prorated for a partial calendar year are entitled to a reduced business registration fee as specified in SMC 08.02.0206. The amount stated in this section shall be adjusted annually pursuant to SMC 08.02.0206(G). Any applicant for a reduced fee registration must present sufficient proof of gross income to the city of Spokane taxes and licenses division that income earned from business activities in the city is below the limit required by this section. Proof of income must be shown by a tax return filed within the previous twelve (12) months.
- B. Nonprofit Organizations.
Nonprofit organizations are entitled to a reduced business registration fee as specified in SMC 08.02.0206. Any applicant for a reduced fee registration must present sufficient proof of nonprofit status as granted by the state or federal government.
- C. Social Purpose Corporations.
Social Purpose Corporations are entitled to a reduced business registration fee as specified in SMC 08.02.0206. Any applicant for a reduced fee registration must present sufficient proof the business is registered as a Social Purpose Corporation in the state of Washington.
- D. Certified B Corporations
Certified B Corporations are entitled to a reduced business registration fee as specified in SMC 08.02.0206. Any applicant for a reduced fee registration must present sufficient proof the business is actively certified as a Certified B Corporation.
- E. Fee-Free Business Registration

For purposes of the business registration under chapter 08.01 SMC, any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than \$2,000 (or higher threshold as determined by city) and who does not maintain a place of business within the city, shall submit a business license registration to the Director or designee, which shall be issued with no fee to the business. The fee-free business registration does not apply to regulatory license requirements or activities that require a specialized permit.

Section 3. That there is adopted a new section 08.01.195 to chapter 08.01 of the Spokane Municipal Code to read as follows:

08.01.195 Engaging in Business Criteria

- A. This section sets forth examples of activities that constitute engaging in business in the City, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimus business activities in the City without having to pay a business license fee. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business" in SMC 08.01.020. If an activity is not listed, whether it constitutes engaging in business in the City shall be determined by considering all the facts and circumstances and applicable law.
- B. Without being all inclusive, any one of the following activities conducted within the City by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license.
 - 1. Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the City.
 - 2. Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the City.
 - 3. Soliciting sales.
 - 4. Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.
 - 5. Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.
 - 6. Installing, constructing, or supervising installation or construction of, real or tangible personal property.
 - 7. Soliciting, negotiating, or approving franchise, license, or other similar agreements.
 - 8. Collecting current or delinquent accounts.
 - 9. Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.

10. Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.
 11. Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.
 12. Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.
 13. Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the City, acting on its behalf, or for customers or potential customers.
 14. Investigating, resolving, or otherwise assisting in resolving customer complaints.
 15. In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.
 16. Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.
- C. If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the City but the following, it need not register and obtain a business license.
1. Meeting with suppliers of goods and services as a customer.
 2. Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.
 3. Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.
 4. Renting tangible or intangible property as a customer when the property is not used in the City.

5. Attending, but not participating in a "trade show" or "multiple vendor events". Persons participating at a trade show shall review the City's trade show or multiple vendor event ordinances.
 7. Conducting advertising through the mail.
 8. Soliciting sales by phone from a location outside the City.
- D. A seller located outside the City merely delivering goods into the City by means of common carrier is not required to register and obtain a business license, provided that it engages in no other business activities in the City. Such activities do not include those in SMC 08.01.195 B.
- E. The City expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the license fee under the law and the constitutions of the United States and the State of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.

Section 4. That SMC 08.02.0206 is amended to read as follows:

08.02.0206 Business Registration

- A. A regular business registration basic fee is one hundred thirteen dollars (\$113) per twelve-month period.
- B. The basic fee for a nonresident business registration is one hundred thirteen dollars (\$113) per twelve-month period.
- C. In addition to the basic registration fee, each business must pay an additional fee for each personnel, per license year, as follows (all personnel of a business are charged the same amount corresponding to the respective category of the total number of personnel defined below):
1. Businesses with fewer than six personnel in total: Ten dollars per person.
 2. Businesses with six to ten personnel in total: Fifteen dollars per person.
 3. Businesses with more than ten personnel in total: Twenty dollars per person.
- D. Whenever there is a change of ownership, the holder of the registration must notify the Washington State business licensing service within thirty days of such event. The new owner must file an application with the Washington State business licensing service to acquire a new registration, as provided in chapter 08.01 SMC.

- E. For businesses qualifying under SMC 08.01.190(A) (low gross income businesses) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee, but all applicable personnel, inspection, or other applicable fees or charges apply in full.
- F. For businesses qualifying under SMC 08.01.190(B) (nonprofit organizations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee. Nonprofit businesses are exempt from personnel fees.
- G. For businesses qualifying under SMC 08.01.190(C) (social purpose corporations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee.
- H. For businesses qualifying under SMC 08.01.190(D) (Certified B Corporations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee.
- I. Any Certified B Corporation certified by B Lab is exempt from personnel fees.
- J. Annual Fee Adjustment.
Effective January 1, 2011, and the first of January of each year thereafter, the business registration fees set forth in this section shall be adjusted by the Chief Financial Officer by an amount equal to the consumer price index adjustment of the previous July – July U.S. All City Average (CPI-U and CPI-W). The newly determined amount shall be rounded up to the nearest dollar. In addition, the adjusted fees shall be presented to the City Council for approval and a copy of the approved fees filed with the Chief Financial Officer before becoming effective. The annual fee adjustment provided for in this section shall not apply to the personnel fee stated in SMC 08.02.0206(C).
- K. For businesses qualifying under SMC 08.01.190 E, there shall be no business registration fee.

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:**

09/24/2018

<u>Date Rec'd</u>	9/4/2018
<u>Clerk's File #</u>	RES 2018-0081
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	FIRE
<u>Contact Name/Phone</u>	BRIAN SCHAEFFER X7001
<u>Contact E-Mail</u>	BSCHAEFFER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	1970 - EMERGENCY RESOLUTION

Agenda Wording

Emergency resolution to repair Engine 16, which was involved in an accident that cause major damage. Because this unit is a critical apparatus to the Fire Department fleet, it was necessary to immediately repair it.

Summary (Background)

Engine 16 was involved in a motor vehicle accident on 15 August 2018 which resulted in the apparatus being placed out of service until body repairs could be completed. Due to the specialized nature of aluminum welding and additional demands of large truck repair, SFD utilizes Fleet Painting Inc. at 3105 E. Alki as the sole vendor for body repair on heavy apparatus.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 22,443.27	# 1970-35150-22600-54853-40140
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session</u>	
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Other</u>	PSHC 09/10/18
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Thea Prince tprince@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	David Stockdill dstockdill@spokanecity.org	
<u>Additional Approvals</u>		Fire Accounting fireaccounting@spokanecity.org	
<u>Purchasing</u>			
<u>CITY COUNCIL</u>	MCCLATCHEY, BRIAN		

RESOLUTION NO. 2018 - _____

A resolution declaring an emergency and authorizing the Fire Department to contract with Fleet Painting, Inc. (Spokane, WA) in lieu of public bidding for repairing Fire Engine #16 (Vin #YP1CT02S7YA000979).

WHEREAS, Fire Engine #16 (E-16) was involved in an accident which caused major damage to the passenger side rear compartment and body/mid-ship body and tailboard area; and

WHEREAS, This Fire Engine is a critical unit in the Fire Department's Fleet; and

WHEREAS, The loss of use of E-16 effectively reduces overall SFD capability by two apparatus (E-16 out of service for repair plus its Reserve replacement pulled from the reserve pool, reducing available Reserve apparatus by one) which can negatively impact service delivery; and

WHEREAS, pursuant to SMC 07.06.180, the City Council by resolution may waive public bid requirements for purchases, public works and services in the event of an emergency; and

WHEREAS, an urgency and emergency does exist. -- Now, Therefore,

BE IT RESOLVED by the City Council of the City of Spokane that staff is hereby authorized to contract with Fleet Painting, Inc. (Spokane, WA) in lieu of public bidding for the necessary repair work to repair Fire Engine #16 at a cost not to exceed \$30,000.00 (brings the total paid to Fleet Painting in the past twelve months over \$50,000); and

Adopted this _____ day of September, 2018.

City Clerk

Approved as to form:



Assistant City Attorney

EMERGENCY JUSTIFICATION

Pursuant to the City of Spokane Municipal Code Section 07.06.180 an "Emergency" means unforeseen circumstances beyond the control of the City that either (indicate that at least one of the following conditions applies to your purchase by initialing in the appropriate space):

- a) X Present a real immediate threat to the proper performance of essential functions; or
- b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

The following items have been purchased as emergencies as indicated above:
(Attach another sheet of paper if needed)

<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Cost</u>
Body Repair Engine 16 (Estimate)	1		\$22,443	\$22,443

Description of Emergency/Circumstances Requiring Emergency Purchase:

Engine 16 was involved in a motor vehicle accident on 15 August 2018 which resulted in the apparatus being placed out of service until repair can be completed. Due to the specialized nature of aluminum welding and additional demands of large truck repair, SFD utilizes Fleet Painting at 3105 E. Alki to repair heavy apparatus. Since December 2017, SFD has twice used the Sole Source Justification process for Fleet Painting to repair (2) apparatus, totaling \$43,338. This current estimate of \$22,433 for repair to E-16 will exceed the \$50,000 threshold which requires Council approval. Due to the upcoming Labor Day Holiday, the next opportunity to present to the Public Safety and Community Health Committee is not until Monday, 10 September. In the interest of public safety, SFD must complete the necessary repairs ASAP in order to return this apparatus to service with minimum delay. In order to obtain Council approval, SFD will brief this Emergency Justification at the 10 September Committee meeting. Additionally, SFD is working with City Purchasing and City Fleet Services to initiate an RFP for a Master Body Repair contract for future repairs.

Date: 20 Aug 18


Department Buyer

Date: 8/20/18


Department Head/Supervisor

Briefing Paper

(Public Safety and Community Health)

Division & Department:	Fire, Logistics Division
Subject:	Emergency Justification for Heavy Apparatus Body Repair
Date:	23 August 2018
Author (email & phone):	dstockdill@spokanecity.org , 435-7080
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Brian Schaeffer
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Capital Improvement Plan, FD Strategic Plan Goal #7 <i>Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.</i>
Strategic Initiative:	Public Safety and Community Health
Deadline:	As soon as possible.
Outcome: (deliverables, delivery duties, milestones to meet)	Repair to apparatus body so that it can be returned to service with minimum delay.
Background/History: Engine 16 was involved in a motor vehicle accident on 15 August 2018 which resulted in the apparatus being placed out of service until body repairs can be completed. Due to the specialized nature of aluminum welding and additional demands of large truck repair, SFD utilizes Fleet Painting Inc. at 3105 E. Alki as the sole vendor for body repair on heavy apparatus. Since December 2017, SFD has twice used the Sole Source Justification process for Fleet Painting Inc. to repair (2) apparatus, totaling \$43,338. This current estimate of \$22,433 for repair to E-16 will exceed the \$50,000 threshold which requires Council approval. Due to the upcoming Labor Day Holiday, the next opportunity to present to the Public Safety and Community Health Committee is not until Monday, 10 September. In the interest of public safety, SFD must complete the necessary repairs ASAP in order to return this apparatus to service with minimum delay. In order to obtain Council approval, SFD will brief this Emergency Justification at the 10 September Committee meeting.	
Executive Summary: <ul style="list-style-type: none"> Emergency Justification – Needed in order to return the apparatus to service with minimum delay. Year to date (since Dec 2017) expenditure for heavy apparatus body repair - \$43,338. Cost to repair Engine 16 – Estimated at \$22,433 including tax. Requesting approval for a not-to-exceed amount of \$30,000 in case additional damage is noted once repair work is commenced. SFD, in conjunction with Purchasing and Fleet Services, is initiating an RFP for a Master Heavy Truck Body Repair Contract for future body repairs to minimize future use of Sole Source Justification/Emergency Justification for body repair. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) None	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: None	

Fleet Painting Inc

3105 E. Alki
 Spokane, WA, 99202
 Tel: (509)534-4738 Fax: (509)534-1851
 bryan@fleetpainting.com

Estimate**Estimate Prepared by:** Bryan

Appraised for:

Accident Date:

Date of Loss:

Date: 8/21/2018

Arrival Date:

Estimate#: 18172

Type of Loss:

Policy Number:

Claim Number:

Owner:

Company: Spokane Fire Dept
 Contact: Pat
 Telephone, Fax: 625-7081

Year	Make	Model	Color	Trim
2001	Pierce	Dash / Pumper	Red	Job # 11693-02
Unit Number	License Plate #	Mileage	Serial#/VIN#	
Eng 16			YP1CT02S7YA000979	

Sup	Seq	Labor Type	Labor Op	Description	Part Type	Part Number	Dollar Amount	Labor Units
	1	Body	Rem/Rep	Rear Side Body Door Assy RT New Back			\$1,461.00	T 3.0*
	2	Body	Rem/Rep	Rear Side Body Door Assy RT New Front			\$1,461.00	T 3.0*
	3	Body	Rem/Rep	Seals(Door Jam	New		\$49.00	T .8*
	4	Body	Rem/Rep	Door Stricker Lwr	New		\$23.70	T .5*
	5	Body	Rem/Rep	Rub Rail Rear	New		\$217.00	T .8*
	6	Body	Rem/Rep	Rub Rail Side	New		\$371.25	T 1.2*
	7	Body	Rem/Rep	Rear Cross Members(4	New		\$125.00	T 10.0*
	8	Body	Rem/Rep	Rear Angle	New		\$35.00	T 2.5*
	9	Body	Repair	Setup & Pull Body Side Pack	Exist			T 16.0*
	10	Body	Repair	Square Body To Cab	New			T 4.0*
	11	Body	Repair	Repair & Section RT Corner	Exist			T 16.0*
	12	Body	Repair	Repair & Section Compartment Floor & Sill RT	Exist			T 24.0*
	13	Body	Repair	Repair Buckels on RT Side Body & Upper Compartment Floor And Align Doors	Exist			T 14.0*
	14	Body	Rem/Rep	Replace Reflective Stripes on RT Body	New		\$400.00	T 6.0*
	15	Body	Rem/Rep	Replace Section of Rear Reflective Stripes	New		\$100.00	T 2.5*

Sup	Seq	Labor Type	Labor Op	Description	Part Type	Part Number	Dollar Amount	Labor Units
	16	Body	Rem/Rep	Replace 2 Red Reflectors	New		\$14.05	T .5*
	17	Ref	Ref	Refinish RT side Red As Repaired	Exist			T 30.0*
	18	Ref	Ref	Zolatone Inside Compartments As Repaired	Exist			T 8.0*
	19	Mech	Align	2 Axel Aalignment	Sublet		\$300.00	T *
	20	Body	Rem/Rep	Undercoat	New		\$35.00	T 1.0*
	21			Shipping			\$450.00	T *
	22			Shop Materials			\$400.00	T *
	23			Hazardous Waste			\$5.00	T *
	24			Frame & Hidden Damage Is Open				*
	25			Paint Materials			\$1,520.00	

* - Judgement Item

- Labor Note Applies

Labor

Body	105.8	Hrs @	\$95.00	\$10,051.00
Refinish	38.0	Hrs @	\$95.00	\$3,610.00
Labor Total				<u>\$13,661.00</u>

Parts

Parts Subtotal	\$4,592.00
Less Adjustments	
Parts Total	<u>\$4,592.00</u>

Additional Costs and Operations

Addl. Costs/Ops Total	<u>\$2,375.00</u>
-----------------------	-------------------

Tax

Labor Tax	@	8.80%	\$1,202.17
Parts Tax	@	8.80%	\$404.10
Addl. Costs Tax	@	8.80%	<u>\$209.00</u>
Tax Total			<u>\$1,815.27</u>

Totals

Sub Total:	<u>\$22,443.27</u>
Customer Resp.	<u>\$0.00</u>

Net Total \$22,443.27

The above is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has started. Occasionally, worn or damaged parts are discovered which may not be evident on the first inspection. Because of this, the above prices are not guaranteed. Quotations on parts and labor are current and subject to change.

TruckEst does not automatically include items required by many business repair partners. This application allows the author to manually enter line items such as overlap deductions.

2001 Pierce Dash / Pumper

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

09/24/2018

Date Rec'd

8/31/2018

Clerk's File #

RES 2018-0082

Renews #Cross Ref #

OPR 2016-0794

Submitting DeptINNOVATION & TECHNOLOGY
SERVICESContact Name/Phone

MICHAEL SLOON 625-6468

Project #Contact E-Mail

MSLOON@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #

CR PENDING

Agenda Item Name

5300 - ASSETWORKS - CONTRACT RENEWAL

Agenda Wording

Resolution declaring AssetWorks as sole source for annual support and upgrades of Fleet Services (M-5) Equipment System Software and authorizing staff to execute contract. Contract term: October 1, 2018 - September 30, 2019.

Summary (Background)

The City of Spokane has been using AssetWorks since 1993 for the M-5 equipment management system. The M-5 equipment system software has been continually enhanced based on the City's enterprise needs and requirements. The M-5 equipment system software provides Fleet Services with corrections for any defect in the software, unlimited telephone/e-mail support, report writing, and all updates and enhancements as they become available.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 79,258.11 INCL. TAX

5300-73300-18850-54820

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

SLOON, MICHAEL

Study Session

9/17/2018 FIN COM

Division Director

SLOON, MICHAEL

OtherFinance

BUSTOS, KIM

Distribution ListLegal

DALTON, PAT

Accounting - ywang@spokanecity.org

For the Mayor

SANDERS, THERESA

Contract Accounting - mdoval@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

Purchasing - cwahl@spokanecity.org

CITY COUNCIL

MCCLATCHEY, BRIAN

IT - itadmin@spokanecity.org

Tax & Licenses

Kimberly.Hamiter@AssetWorks.com

Briefing Paper

Sustainable Resources Committee

Division & Department:	Innovation and Technology Services Division
Subject:	AssetWorks Annual Support/Upgrades of Fleet Services (M-5)Renewal
Date:	September 17, 2018
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Renewal of Annual Support and Upgrades of Fleet Services (M-5)
Strategic Initiative:	
Deadline:	September 30, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	
<p><u>Background/History:</u> The City of Spokane has been using AssetWorks since 1993 for the M-5 equipment management system. The M-5 equipment system software has been continually enhanced based on the City's enterprise needs and requirements. The M-5 equipment system software provides Fleet Services with corrections for any defect in the software, unlimited telephone/e-mail support, report writing, and all updates and enhancements as they become available. 2018 – \$79,258.11, including tax. (2017- \$80,519.36, including tax.) Budget code 5300-73300-18850-54820 Software Maintenance.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <i>Without the yearly maintenance contract, the Fleet Services (M-5) Equipment System Software used by the City of Spokane would not be supported by the vendor and the City would not be able to benefit from the future enhancements and upgrades.</i> 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

RESOLUTION 2018-0082

A RESOLUTION declaring AssetWorks, provider of government fleet management software solutions for Fleet Services, as a sole source for the maintenance of the City's M5, Crystal Reporting and Fuel Focus Software and authorizing a maintenance contract at an annual cost of \$79,258.11 including tax, without public bidding.

WHEREAS the City acquired a Fleet Management Software from AssetWorks in 1993 after a detailed vendor selection process consisting of user evaluation, technical compatibility, vendor references and costs comparison; and

WHEREAS it is necessary to have a software maintenance contract in order to obtain software upgrades and receive Help Desk support which is of benefit to staff; and

WHEREAS AssetWorks is the only authorized firm to provide maintenance services on its software system; and

WHEREAS if this Sole Source is not approved the City's ability to maintain its software will be severely impacted as the City will not be able to obtain upgrades and helpdesk support.

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares AssetWorks a sole source for providing software maintenance services on the City's Fleet Management Software; and

BE IT Further RESOLVED that staff is hereby authorized to enter into a maintenance contract with AssetWorks without public bidding at a cost of \$79,258.11 including sales tax.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



City of Spokane

**CONTRACT EXTENSION
WITH COST**

**Title: Annual Support and Upgrades for Fleet
Services Equipment System Software**

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 **ASSETWORKS**, whose address is 998 Old Eagle School Road, Suite 1215, Wayne, Pennsylvania 19087 as ("**Consultant**"), individually hereafter referenced as a "party", and together as the "parties."

*WHEREAS, the parties entered into a Contract wherein the **Consultant** agreed to provide for the City Annual Software Maintenance and Support for FleetFocus M5, Crystal Reports, FuelFocus, includes product updates and enhancements, unlimited email and telephone support for 12 months; and*

WHEREAS, additional time is required, and thus the Contract time for performance 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 August 25, 2010 and September 27, 2010, 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 October 1, 2018.

3. EXTENSION.

The contract documents are hereby extended and shall run through September 30, 2019.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **SEVENTY NINE THOUSAND TWO HUNDRED FIFTY EIGHT AND 11/100 DOLLARS (\$79,258.11)**, including tax, for everything furnished and done under this Contract Extension.

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.

ASSETWORKS

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract Extension:

Consultant's Annual Maintenance Renewal No. #8366 M5FL MNT18

TO: City of Spokane
FROM: AssetWorks LLC
DATE: August 10, 2018
RE: FleetFocus M5 Maintenance and Support Renewal

Prices valid through September 30, 2019

Annual Software Maintenance and Support for period 10/1/2018 - 9/30/2019

FleetFocus M5	\$	61,696.73
Crystal Reports	\$	1,320.96
FuelFocus software	\$	9,829.84
<i>Includes product updates and enhancements, unlimited email and telephone support for 12 months</i>		
Subtotal, Current Maintenance, not including tax and options	\$	72,847.53

OPTIONAL MAINTENANCE BUNDLES

AssetWorks Academy Users Conference Admission

Quantity @ \$1,250.00/person

Management Review

Check here to receive a quote

AssetWorks will perform onsite assessment relating maintenance practices to available system functionality to optimize organizational performance. This review will be scheduled at a mutually convenient time.

Upgrade Assistance

\$4,000.00

AssetWorks will provide technical assistance to your organization to complete the upgrade to the next version. This assistance will be scheduled at a mutually convenient time. For details, please contact AssetWorks.

For Visa, MasterCard, and American Express payments, add 4%:

REMIT TO:

WA Sales Tax: 8.8000% \$ 6,410.58

CHECKS

All software updates are electronically delivered

AssetWorks
 PO Box 202525
 Dallas TX 75320-2525

GRAND TOTAL DUE, \$ US

EFT, ACH, OR DIRECT DEPOSIT

Wells Fargo, 8601 N. Scottsdale Rd., Scottsdale AZ 85253
 ABA # 122105278
 Account # 5076434348

US Tax ID # 98-0358175

Canada GST/HST # 834113896 RT0001

AssetWorks LLC is a subsidiary of Trapeze Software Group Inc.

*If you require a separate invoice, complete this form and return it by email or fax; AssetWorks will issue an invoice as you instruct below. If your organization requires us to reference a purchase order number on our invoice, we must receive that PO by email to Kimberly.Hamiter@AssetWorks.com or by fax to (858) 452-0478. **Do not mail POs to our remittance address.***

Terms

This maintenance renewal is issued pursuant to the terms of the current AssetWorks contract with your organization. The parties will continue to be bound by those terms during any renewal period unless otherwise agreed by both parties through a signed amendment. Notification of termination of maintenance is required 90 days prior to annual renewal date.

SOLE SOURCE

FleetFocus is proprietary property of AssetWorks LLC and protected by law. Another party cannot alter, modify, change, manipulate or provide maintenance for this product without infringing upon AssetWorks' ownership rights. Accordingly, **AssetWorks is the sole source for software, maintenance and services of its products.**

I, the undersigned, accept this maintenance renewal as described above.

Name: _____ **Title:** _____

Signature: _____ **Date:** _____

[] PO REQUIRED: # _____ [] NO PO REQUIRED [] WILL PAY BY QUOTE - NO SEPARATE INVOICE NEEDED

[] Please MAIL invoice to: _____

[] Please E-MAIL invoice to: _____

→ If you have any questions, please contact Kimberly Hamiter at (858) 866-9022 or Kimberly.Hamiter@AssetWorks.com. **Thank You!** ←