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**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Zoom Meeting**  
**Monday, August 17, 2020 – 7:00 PM**

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**A. CALL TO ORDER**

**B. FLAG SALUTE**

**C. CITIZEN COMMENTS**

**D. CORRESPONDENCE AND MAYOR'S REPORT**

**E. CONSENT AGENDA:**

1. Approval of minutes from August 3, 2020
2. Approval of Claims

**F. NEW BUSINESS:**

1. Res. 53-2020 – Appr. Change Order No. 2 – Selland Construction – Airport Water Project
2. Res. 54-2020 – Appr. Contract with 24/7 Property Maintenance, LLC – Seal Coat/Crack Seal
3. Res. 55-2020 – Appr. Contract with Dieter Concrete, LLC – Sewer Plant Sidewalk Replacement

**G. OTHER BUSINESS:**

1. Council Committee Reports
2. Staff Reports

 **Action by City Council**

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In accordance with the "Stay Home, Stay Healthy" order from Governor Inslee, our Council Meeting will be conducted using Zoom Meetings (information on next page).

If you need support, contact the City Clerk in advance of the meeting by calling 509-826-1170 or e-mail [clerk@omakcity.com](mailto:clerk@omakcity.com) for assistance.

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**The City of Omak is inviting you to a scheduled Zoom meeting.**

Join Zoom Meeting

<https://us02web.zoom.us/j/83365387846?pwd=czevMIUxL0VPOWFca0VaOFRCdUI0dz09>

Meeting ID: 833 6538 7846

Passcode: 450746

One tap mobile

+12532158782,,83365387846#,,,,,0#,,450746# US (Tacoma)

+13462487799,,83365387846#,,,,,0#,,450746# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

Meeting ID: 833 6538 7846

Passcode: 450746

Find your local number: <https://us02web.zoom.us/u/kbTJ7HHfS9>

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: August 17th, 2020

Subject: **Resolution No. 53-2020** Approving Change Order No. 2 with Selland Construction, Inc.

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The attached; **Resolution 53-2020, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING CHANGE ORDER NO. 2 TO THE CONTRACT BETWEEN SELLAND CONSTRUCTION, INC. AND THE CITY OF OMAK FOR THE OMAK MUNICIPAL AIRPORT WATER PROJECT;** is forwarded for your consideration.

Attached is Change Order No.2 for the Omak Airport Water Project. This change order is for utilities that were encountered during the installation of the main water line construction causing a loss of work production and verification of utilities not shown on the project plans. There are more details under the Change Description of the attached change order. The cost of the change is \$7,091.91. The Department of Natural Resources approved verbally to the change order.

I support this Resolution and request Council approval.

**RESOLUTION NO. 53-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING CHANGE ORDER NO. 2 TO THE CONTRACT BETWEEN SELLAND CONSTRUCTION, INC. AND THE CITY OF OMAK FOR THE OMAK MUNICIPAL AIRPORT WATER PROJECT**

**WHEREAS**, the City of Omak awarded the contract for the Airport Water Project to Selland Construction, Inc. by Resolution No. 18-2020; and

**WHEREAS**, the contractor encountered unmarked utilities not shown on the project plans and not located by the specific service resulting in additional cost; and

**WHEREAS**, representatives of the City of Omak, Selland Construction, Inc. and the City's consultants, J-U-B Engineering, Inc., have negotiated this Change Order to resolve the issue encountered reasonably.

**NOW, THEREFORE, BE IT RESOLVED** by the Omak City Council, that Change Order No. 2 to the contract for Omak Municipal Airport Water Project, a copy of which is attached hereto as Exhibit "A", is now approved and the Mayor is authorized to execute said Change Order for and on behalf of the City.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, 2020.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Howe, City Attorney

# EXHIBIT A

## Change Order

<b>Contract Number:</b> JUB #70-19-028	<b>Contract Title:</b> Omak Municipal Airport Water Infrastructure	<b>Federal Aid Number:</b> N/A
<b>Change Order Number:</b> 2- Revised	<b>Change Order Description:</b> Utility Conflicts	<b>Date:</b> 8/5/2020
<b>Prime Contractor/Design-Builder:</b> Selland Construction, Inc.		

Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications



Proposed by Contractor

**Change Description:**

- Item #1: Contractor encountered utilities not shown on project plans resulting in utility conflicts with the water line construction. Additional costs were incurred from loss of production and verification of utility locations.
  - Item #1 Contract Change Amount: +\$6,488.76 (Includes Sales Tax)
  
- Item #2: This item consists of sales tax that was not included in the Original Change Order #1 total.
  - Item #2 Contract Change Amount: +\$603.15

<b>Verbal Approval Given By:</b> N/A	<b>Verbal Approval Date:</b> N/A	<b>Working Days +/-:</b> +0 calendar days
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<b>Original Contract Amount:</b> \$974,827.11	<b>Current Contract Amount:</b> \$982,007.43	<b>Est. Net Change This C.O.:</b> +\$7,091.91	<b>Est. Contract Amount After C.O.:</b> \$989,099.34
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<input checked="" type="checkbox"/> Approval Recommended <input type="checkbox"/> Approved	Approved
 Project Engineer	Approving Authority per C.A. Agreement
8-10-2020 Date	Date
<input checked="" type="checkbox"/> Approval Recommended	Approved
 By Prime Contractor	Signature _____ Date _____
8-6-20 Date	Representing _____

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: August 17th, 2020

Subject: **Resolution No. 54-2020** Approving the Contract with 24/7 Property Maintenance, LLC for Seal Coat, and Crack Seal at and around City Hall.

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The attached **Resolution 54-2020, A Resolution of the Omak City Council Approving a Contract with 24/7 Property Maintenance, LLC. for Seal Coat Crack Seal,** is forwarded for your consideration.

The City Hall parking lot, police lot, and fire require crack sealing and seal coating to preserve the integrity of these parking areas.

The Competitive bid process is not required (RCW 35.23.352) due to the total amount of the project.

24/7 Property Maintenance, LLC., submitted an estimate to perform the work for \$5,189.54.

This project is funded in the 2020 budget.

I support this Resolution and recommend Council approval.

**RESOLUTION NO. 54-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A CONTRACT WITH  
24/7 PROPERTY MAINTENANCE, LLC FOR SEAL COAT CRACK SEAL**

**WHEREAS**, there is a need for crack sealing and seal coat of the parking areas at and around City Hall; and

**WHEREAS**, the competitive bid process is not required in accordance with RCW 35.23.352; and

**WHEREAS**, 24/7 Property Maintenance, LLC was sought to provide the needed materials, labor and expertise of this project; and

**WHEREAS**, the Public Works Director, has recommended the award of the contract to 24/7 Property Maintenance, LLC.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK**, that the contract for seal coat and crack seal be awarded to 24/7 Property Maintenance, LLC, a copy of the proposal attached as Exhibit "A", with an estimated proposal total of \$5,189.54. The Mayor is authorized and directed to execute, and the Clerk is authorized to attest all necessary contract documents.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**APPROVED:**

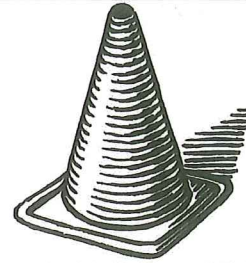
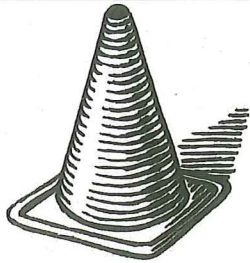
\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Thomas, City Clerk

\_\_\_\_\_  
Michael D. Howe, City Attorney



General Contractor #247PRPM916QW Website: [www.24-7pm.com](http://www.24-7pm.com) E-mail: [asphalt\\_247pm@icloud.com](mailto:asphalt_247pm@icloud.com)  
PO Box 541\* Omak, WA 98841 \*Cell (509) 322-7024 \*Office (509) 826-6895 \*Fax (509) 826-6896  
Asphalt Paving\*Patching\*Seal Coating\* Striping\*Crack Sealing\*Sweeping\*Grading

Omak City Hall & Fire Station  
ATTN: Wayne Beetchenow  
2 Ash St. N.  
Omak, WA 98841

August 4, 2020

**Project Location: Omak City Hall & Fire Station**

Thank you for the opportunity to provide you with a quote on crack filling, and seal coating your parking lots, we look forward to working with you soon.

**Scope of work: Crack Fill, and Seal Coat**

- Crack fill approx. 1,095 Ft.
- Seal coat approx. 17,140 Sq. Ft.
- Intent and Affidavit
- Prevailing Wage adjustment

Subtotal: \$4787.40  
Tax: \$402.14  
Total: \$5,189.54

If you have any questions, please feel free to call our Seal Coat Manager Doug Nothwang directly at 509-322-5828, or email any questions to [seal\\_247pm@yahoo.com](mailto:seal_247pm@yahoo.com).

**Doug Nothwang**  
24/7 Property Maintenance  
Seal Coat Manager  
509-322-5828 (Cell)  
509-826-6895 (Office)



## PUBLIC WORKS CONTRACT

THIS AGREEMENT made and entered into between the City of Omak, State of Washington, acting under and by virtue of Title 35 R.C.W. as amended, hereinafter referred to as "The City," and

**24/7 Property Maintenance, LLC**  
**PO Box 541**  
**Omak, WA 98841**

for its heirs, executors, administrators, successors and assigns, hereinafter referred to as "The Contractor,"

### WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

1. The Contractor shall do all work and furnish all labor, tools, and equipment necessary to install and complete the following for the City of Omak, Washington:

### Seal Coat Omak City Hall, Police and Fire Station

\$ 5,189.54

in accordance with the most recent and approved Code Standards, the recommended manufacturers installation, and as described in the attached Scope of Work.

The Contractor shall provide and bear the expense of all, labor, equipment, tools, and work of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these contract documents.

2. The City of Omak hereby promises and agrees with the Contractor to employ, and does employ the Contractor to do and cause to be done the above described work and to complete and finish the same in accordance with the attached scope of work and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached scope of work the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.
3. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
4. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein.
5. The Contractor hereby certifies by execution of this contract that he is registered or licensed as may be required by the laws of the State of Washington, Chapter 18.27 R.C.W.
6. The Contractor hereby agrees to allow the City to retain ten percent (10%) of the contract amount for a period of 30 days from the date of completion of the project in lieu of posting a payment and performance bond as provided in Chapter 39.08.010 RCW.
7. Amounts exceeding the estimated proposal of \$500.00 and the scope changes must be approved by the Public Works Director.

8. The applicant will provide proof of all required licenses and permits to the City prior to receiving a notice to proceed by the City of Omak Public Works Director. The contractor will be required to pay prevailing wages, submit a "Statement of Intent to Pay Prevailing Wages" to the Department of Labor and Industries, and upon completion of the project, must file an "Affidavit of Wages Paid" as well. An approved "Affidavit of Wages Paid" must be provided before final payment is issued.

IN WITNESS, WHEREOF, the said Contractor has executed this instrument on the day and year wrote below, and the City of Omak has caused this instrument to be executed by its Mayor as authorized by the City Council, duly attested by its Clerk, and the seal of said City hereunto affixed on the day and year last written below.

Executed by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 2020

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Title

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_ City State Zip

PHONE: \_\_\_\_\_

FAX Number: \_\_\_\_\_

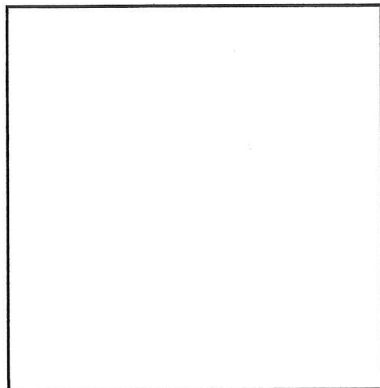
State of Washington Contractor's License Number: \_\_\_\_\_

Federal Tax I.D. Number: \_\_\_\_\_ UBI Number. \_\_\_\_\_

\*\*\*\*\*

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

CITY OF OMAK



\_\_\_\_\_  
Cindy Gagné, Mayor

ATTEST:

\_\_\_\_\_  
Connie Thomas, City Clerk

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: August 17th, 2020

Subject: **Resolution No. 55-2020** Approving the Contract with Dieter Concrete, LLC, for Sewer Plant Sidewalk Repair.

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The attached **Resolution 55-2020, A Resolution of the Omak City Council Approving a Contract with Dieter Concrete, LLC for Sewer Plant Sidewalk Replacement**, is forwarded for your consideration.

The sidewalk around the clarifier is sinking and raised excessively, causing a tripping hazard while working around the area.

The Competitive bid process is not required (RCW 35.23.352) due to the total amount of the project.

Dieter Concrete, LLC., submitted an estimate to perform the work for \$18,000.00.

This project is funded in the 2020 budget.

I support this Resolution and recommend Council approval.

**RESOLUTION NO. 55-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A CONTRACT WITH  
DIETER CONCRETE, LLC FOR SEWER PLANT SIDEWALK REPLACEMENT**

**WHEREAS**, there is a need for replacing the sidewalk around the clarifier at the sewage treatment plant; and

**WHEREAS**, the competitive bid process is not required in accordance with RCW 35.23.352; and

**WHEREAS**, Dieter Concrete, LLC was sought to provide the needed materials, labor and expertise of this project; and

**WHEREAS**, the Public Works Director, has recommended the award of the contract to Dieter Concrete, LLC.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK**, that the Contract for Sewer Plant Sidewalk Replacement be awarded to Dieter Concrete, LLC, a copy of the proposal attached as Exhibit "A", with an estimated proposal total of \$18,000.00. The Mayor is authorized and directed to execute, and the Clerk is authorized to attest all necessary contract documents.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Thomas, City Clerk

\_\_\_\_\_  
Michael D. Howe, City Attorney

Dieter Concrete, LLC  
 110 Pogue Rd  
 Omak, WA 98841

# EXHIBIT A

## Estimate

Date	Estimate No.
7/31/2020	1145

Name/Address

		Project	
Description	Qty	Rate	Total
form and pour 150'x4'x4" sidewalk around tanks	2	6,000.00	12,000.00
Demo and remove old sidewalks and prep for new	2	3,000.00	6,000.00
		<b>Total</b>	<b>\$18,000.00</b>

Price includes all materials and prevailing wage labor for new sidewalk around tank.

# EXHIBIT A

## PUBLIC WORKS CONTRACT

**THIS AGREEMENT** made and entered into between the City of Omak, State of Washington, acting under and by virtue of Title 35 R.C.W. as amended, hereinafter referred to as "The City," and

**Dieter Concrete, LLC  
110 Pogue Rd  
Omak, WA 98841**

for its heirs, executors, administrators, successors and assigns, hereinafter referred to as "The Contractor,"

### WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

1. The Contractor shall do all work and furnish all labor, tools, and equipment necessary to install and complete the following for the City of Omak, Washington:

### Sewer Plant Sidewalk Replacement

\$ 18,000.00

in accordance with the most recent and approved Code Standards, the recommended manufacturers installation, and as described in the attached Scope of Work.

The Contractor shall provide and bear the expense of all, labor, equipment, tools, and work of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these contract documents.

2. The City of Omak hereby promises and agrees with the Contractor to employ, and does employ the Contractor to do and cause to be done the above described work and to complete and finish the same in accordance with the attached scope of work and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached scope of work the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.
3. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
4. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein.
5. The Contractor hereby certifies by execution of this contract that he is registered or licensed as may be required by the laws of the State of Washington, Chapter 18.27 R.C.W.
6. The Contractor hereby agrees to allow the City to retain ten percent (10%) of the contract amount for a period of 30 days from the date of completion of the project in lieu of posting a payment and performance bond as provided in Chapter 39.08.010 RCW.
7. Amounts exceeding the estimated proposal of \$500.00 and the scope changes must be approved by the Public Works Director.
8. The applicant will provide proof of all required licenses and permits to the City prior to receiving a notice to proceed by the City of Omak Public Works Director. The contractor will be required to pay prevailing wages, submit

a "Statement of Intent to Pay Prevailing Wages" to the Department of Labor and Industries, and upon completion of the project, must file an "Affidavit of Wages Paid" as well. An approved "Affidavit of Wages Paid" must be provided before final payment is issued.

**IN WITNESS, WHEREOF**, the said Contractor has executed this instrument on the day and year wrote below, and the City of Omak has caused this instrument to be executed by its Mayor as authorized by the City Council, duly attested by its Clerk, and the seal of said City hereunto affixed on the day and year last written below.

Executed by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 2020

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Title

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

City State Zip

PHONE: \_\_\_\_\_

FAX Number: \_\_\_\_\_

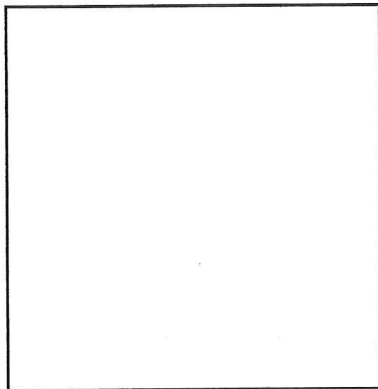
State of Washington Contractor's License Number: \_\_\_\_\_

Federal Tax I.D. Number: \_\_\_\_\_ UBI Number. \_\_\_\_\_

\*\*\*\*\*

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

CITY OF OMAK



\_\_\_\_\_  
Cindy Gagné, Mayor

ATTEST:

\_\_\_\_\_  
Connie Thomas, City Clerk