


AGENDA
OMAK CITY COUNCIL MEETING
Zoom Meeting
Monday, December 21, 2020 – 7:00 PM

- A. CALL TO ORDER
- B. GREETING
- C. CITIZEN COMMENTS
- D. CORRESPONDENCE AND MAYOR'S REPORT
1. Affirm Appointment of Erin Munding to the Planning Commission
2. Affirm Appointments to the Building Code Appeal Board
- E. CONSENT AGENDA:
1. Approval of minutes from December 7, 2020
2. Approval of Claims
- F. OLD BUSINESS:
1. Ord. 1900 – 2nd Read – Amending 2020 Budget – Library Fund
- G. NEW BUSINESS:
1. Res. 80-2020 – Approving Grant Agreement with TIB – Seal Coat Project 
2. Res. 81-2020 – Accepting Contract for Airport Taxiways and Apron Areas as Complete 
- H. OTHER BUSINESS:
1. Council Committee Reports
2. Staff Reports

 Action by City Council

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 for assistance.

**The City of Omak is inviting you to a scheduled Zoom meeting
December 21st, 2020 @ 7:00pm**

Join Zoom Meeting

Join Zoom Meeting

<https://us02web.zoom.us/j/85699014803?pwd=RUICRXZhMXhDSHI3SVZmbFJZVTZmZz09>

Meeting ID: 856 9901 4803

Passcode: 653426

One tap mobile

+12532158782,,85699014803#,,,,,0#,,653426# US (Tacoma)

+16699006833,,85699014803#,,,,,0#,,653426# US (San Jose)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

Meeting ID: 856 9901 4803

Passcode: 653426

Find your local number: <https://us02web.zoom.us/j/kc0712npDv>

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel

Date: December 7, 2020

Subject: Ordinance 1900 - Amending Budget- Library

The Attached Ordinance 1900 - Amending the 2020 Budget for the City of Omak, Appropriating Additional Expenditures in the Library Fund, is forwarded for your consideration.

We had unanticipated cost with the Library HVAC system, and have exceed the amount budgeted for the repair service.

This Ordinance appropriates an additional \$5,000 for these repairs and reduces the Ending Fund Balance by a like Amount.

I approve this Ordinance and urge it Adoption

ORDINANCE NO. 1900

**AN ORDINANCE AMENDING THE 2020 BUDGET FOR THE CITY OF OMAK
APPROPRIATING ADDITIONAL EXPENDITURES IN THE LIBRARY FUND**

WHEREAS, the City of Omak adopted the 2020 Budget by passage of Ordinance No. 1885 on December 2, 2019; and

WHEREAS, the Library's Heating Ventilation and Cooling (HVAC) System failed multiple time throughout the year; and

WHEREAS, an appropriation is needed to support the additional costs for the repair and maintenance of the HVAC system; and

WHEREAS, said expenditures are not one of the emergencies specifically enumerated in RCW 35A.33.080; and

WHEREAS, the City of Omak is desirous of amending its budget pursuant to RCW 35A.33.090.

THE CITY COUNCIL OF THE CITY OF OMAK DO ORDAIN AS FOLLOWS:

Section 1. Ordinance No. 1885 adopting the 2020 Budget, shall be amended to include changes to the budget as shown in Attachment "A" of this ordinance.

Section 2. This ordinance shall become effective from and after the date of its passage by Council by a vote of one more than the majority of all Councilmembers, approval by the Mayor and publication as required by law.

PASSED by the City Council of the City of Omak, this _____ day of _____, 2020.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney

Ordinance No. 1900
December 7, 2020
Page 2 of 3

Filed with City Clerk: _____
Passed by City Council: 1ST Reading _____
2nd Reading _____
Date Published: _____
Date Effective: _____

On the _____ day of _____, 2020, the City Council of the City of Omak passed Ordinance No. 1900.

DATED this ___ day of _____ 2020

Connie Thomas, City Clerk

2020 BUDGET AMENDMENT ORDINANCE NO. 1900 ATTACHMENT "A"

Description	2020 Budget	Revenue	Expenditure	Revised Budget
<u>Library Fund (104)</u>				
<u>Ending Fund balance</u>				
104.508.80.00.00	\$ 55,639.78		\$ 5,000.00	\$ 50,639.78
<u>Repairs & Maintenance</u>				
104.572.50.48.00	\$ 2,500.00		\$ 5,000.00	\$ 7,500.00
104 Expenditure Total	\$ 140,897.00		\$ 5,000.00	\$ 145,897.00
104 Fund Total	\$ 196,536.78			\$ 196,536.78

Library Fund

This Ordinance Appropriates an additional \$5,000 to cover the unanticipated costs for the HVAC System and reduces the Ending Fund balance by a like amount.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: December 21st, 2020

Subject: **Resolution No. 80-2020**, TIB Seal Coat Project

The attached: **80-2020 A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF OMAK AND THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD FOR FY 2022 SEAL COAT PROJECT. TIB PROJECT NUMBER 2-E-987(005)-1;** is forwarded for your consideration.

The Transportation Improvement Board has awarded a grant for Seal Coating "Chip Seal" Project. This project will allow the City to have residential areas from Ash Street West to Granite South to 4th Avenue. As stated in the resolution, TIB funds for this project are \$124,833.00. Work to be done with City and County workforces.

I approve of this resolution and urge adoption.

RESOLUTION NO. 80-2020

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF OMAK AND THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD FOR FY 2022 SEAL COAT PROJECT. TIB PROJECT NUMBER 2-E-987(005)-1

WHEREAS, the City of Omak has been awarded funding from the Washington State Transportation Improvement Board (TIB) for FY 2022 Seal Coat Project; and

WHEREAS, the total Seal Coat project is estimated at \$131,403.00, of which the Transportation Improvement Board will pay \$124,833.00, and the City will provide the required match of \$6,570.00.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Omak, Washington accepts the grant agreement between the City of Omak and the Transportation Improvement Board, a copy of which is attached hereto as Exhibit "A". The Mayor is authorized to execute the Grant Agreement on behalf of the City.

INTRODUCED and passed this _____ day of _____, 2020.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney



EXHIBIT A

City of Omak
2-E-987(005)-1
FY 2022 Seal Coat Project
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Omak
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2022 Seal Coat Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Omak, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 95.0001 percent of approved eligible project costs up to the amount of \$124,833, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name



Transportation Improvement Board
Project Funding Status Form

Agency Name: **OMAK**
 Project Name: **FY 2022 Seal Coat Project
 Multiple Locations**

TIB Project Number: **2-E-987(005)-1**

Verify the information below and revise if necessary.

Return to: Transportation Improvement Board • PO Box 40901 • Olympia, WA 98504-0901

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
OMAK	6,570	
WSDOT	0	
TOTAL LOCAL FUNDS	6,570	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: December 21st, 2020

Subject: **Resolution No. 81-2020** Accepting the Omak Municipal Airport Contract for Taxiways and Apron Maintenance Project as complete.

The attached **Resolution 81-2020, A Resolution of the Omak City Council Accepting the Contract for Omak Municipal Airport Taxiways and Aprons Areas Pavement Maintenance Project FAA A.I.P. 3-53-0042-010-2020 as Complete;** is forwarded for your consideration.

The Omak Municipal Airport Taxiways and Apron Maintenance Project were physically completed on October 20th, 2020.

There was some additional cost associated with using additional materials, which were reviewed and approved by the FAA, amending the original contract total as referenced in the resolution.

J-U-B Engineers, Inc. recommends that the City of Omak accepts the project as complete.

I recommend this resolution for approval.

RESOLUTION NO. 81-2020

**A RESOLUTION OF THE OMAK CITY COUNCIL ACCEPTING THE CONTRACT FOR
OMAK MUNICIPAL AIRPORT TAXIWAYS AND APRON AREAS PAVEMENT
MAINTENANCE PROJECT FAA A.I.P. 3-53-0042-010-2020 AS COMPLETE**

WHEREAS, the Omak Municipal Airport Taxiways and Maintenance and Apron Areas Project was awarded to C.R Contracting by Resolution 45-2020; and

WHEREAS, this project was determined to be complete on October 20th, 2020; and

WHEREAS, this project has been completed satisfactory in accordance with the contract, plans, specifications; and

WHEREAS, the City's Consulting Engineers, J-U-B Engineers, Inc., and the Public Works Director have reviewed all work and materials and recommends that the City accepts the project as complete.

NOW, THEREFORE BE IT RESOLVED by the Omak City Council, that the Omak Municipal Airport Taxiways and Apron Areas Pavement Maintenance Project with C.R. Contracting in the amount of \$250,152.95 is hereby accepted as complete. The Mayor is authorized and directed to execute all necessary contract documents.

PASSED AND APPROVED BY THE OMAK CITY COUNCIL this _____ day of _____, 2020.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney



J-U-B ENGINEERS, INC.

December 10, 2020

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

Mayor Cindy Gagné
Omak Municipal Airport
Attn. City of Omak
2 N. Ash St.
Omak, WA 98841

**RE: OMAK MUNICIPAL AIRPORT RUNWAY PAVEMENT MAINTENANCE PROJECT –
RECOMMENDATION FOR FINAL ACCEPTANCE**

Dear Mayor Gagné:

A review of the above referenced project with the original plans and specifications has been completed under our supervision. The work accomplished under contract between the City of Omak and C R Contracting, Inc. is determined to be complete including all documentation has been received. Therefore, we recommend that the City of Omak accept the Project and document the acceptance in your next City Council meeting.

This acceptance does not relieve this contractor of any responsibilities or guarantees stated within the original contract.

Enclosed with this letter is the Notice of Completion of Public Works Contract for forwarding to the Department of Revenue, the Department of Labor and Industries, and the Department of Employment Security. After the Town accepts the Project, please fill in the Date of Acceptance, and email copies to all three State Agencies. Please forward us a copy of the Notice for our records.

Should there be any questions, please do not hesitate to call me.

Sincerely,

J-U-B ENGINEERS, Inc.

Diane Zipperer
Project Manager
J-U-B Engineers, Inc.

Encl: Notice of Completion of Public Works Project



Notice of Completion of Public Works Contract

Department Use Only	
Assigned to	Date Assigned

Date	Form Version	Revision Reason
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Awarding Agency Information			
Company Name City of Omak		UBI Number 243-000-002	
Address PO Box 72 2 North Ash Street		City Omak	State Zip Code WA 98841
Contact Name Ken Mears	Phone Number 509-826-1170	Email Address publicworks@omakcity.com	

Prime Contractor Information			
Company Name C.R. Contracting		UBI Number 603-089-228	
Address 64435 Strickler Ave Suite 100		City Bend	State Zip Code OR 97703
Contact Name Tyler Vetter	Phone Number 541-610-4308	Email Address tylerv@crcontract.com	

Project Information			
Project Name Taxiways and Apron Areas Pavement Maintener		Contract Number 3-53-0042-010-2020	Affidavit ID Number 986777
Jobsite Address Omak Municipal Airport		City Omak	State Zip Code WA 98841
Date Awarded 06/19/2020	Date Work Commenced 07/06/2020	Date Work Completed 10/20/2020	Date Work Accepted
Is this a Federally Funded Transportation Project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach the Contract Bond Statement			
Have Subcontractors been used? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete Addendum A			
<input checked="" type="checkbox"/> Contract/Payment Bond Waived? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Retainage Bond Waived? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Detailed Description of Work Completed			

DOR Tax Information	
Calculated Amount	\$230,768.41
Additions (+)	\$0.00
Reductions (-)	\$0.00
Sub-Total	\$230,768.41
Sales Tax Amount	\$19,384.54
Total	\$250,152.95
Liquidated Damages	\$0.00
Amount Disbursed	\$250,152.95
Amount Retained	\$0.00
Other	\$0.00
Sales Tax Rate	8.4 %
Total	\$250,152.95
Both totals must to be equal - If multiple sales tax rates, attach a list	

Apprentice Utilization Information	
Was apprentice utilization required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Engineer's Estimate: N/A
Utilization %:	If utilization did not meet or exceed 15%, was a Good Faith Estimate approved? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Comments
FAA funded

The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract. **No payment shall be made from the retained funds** until receipt of all release certificates and affidavits.

Complete and submit for by email to all three agencies below



**Department of Revenue
Public Works Section**
(360) 704-5650
PWC@dor.wa.gov



Washington State Department of
Labor & Industries
Contract Release
(855) 545-8163, option # 4
ContractRelease@LNI.WA.GOV



Employment Security Department
Registration, Inquiry, Standards &
Coordination Unit
(360) 890-3499
publicworks@esd.wa.gov

RECOMMENDATION OF PAYMENT

Number: TWO (2)

PROJECT: Omak Municipal Airport, 2020 Taxiways and Apron Areas Pavement Maintenance Project 3-53-0042-010-2020	
ENGINEER'S PROJ NO.: 70-19-012	
CONTRACTOR: C R Contracting	
ADDRESS: 6445 Strickler Ave. #100 Bend, OR 97703	
APPLICATION DATE: 8-Dec-20	CONTRACT DATE (NTP): 7-Jul-20
FOR PERIOD ENDING: 14-Sep-20	APPLICATION AMOUNT: \$30,845.65

TO: City of Omak

Attached hereto is the CONTRACTOR's Application for Payment for the work accomplished under the Contract through the date indicated above. The Application meets the requirements of the Contract Documents and includes the CONTRACTOR's Certificate stating that all previous payments to him under the Contract have been applied by him to discharge in full all of his obligations in connection with the Work covered by all previous Applications of Payment.

In accordance with the Contract the undersigned recommends payment to the CONTRACTOR of the amount due as shown below.

J-U-B ENGINEERS, Inc.

By: *Deane Zippier*
Date: 12/09/2020

STATEMENT OF WORK

ORIG. CONTRACT PRICE	<u>\$219,892.65</u>	WORK TO DATE	<u>\$250,152.95</u>
NET CHANGE ORDERS	<u>\$0.00</u>	AMOUNT RETAINED	<u>\$0.00</u>
CURRENT CONTR. PRICE	<u>\$219,892.65</u>	SUBTOTAL	<u>\$250,152.95</u>
BALANCE OF CONTRACT	<u>(\$30,260.30)</u>	PREVIOUS PAYMENTS	<u>\$219,307.30</u>
PERCENT COMPLETE	<u>114%</u>	AMOUNT DUE *	<u>\$30,845.65</u>