
AGENDA
OMAK CITY COUNCIL MEETING
Monday, March 6, 2023 – 7:00 PM

A. CALL TO ORDER

B. FLAG SALUTE

C. CITIZEN COMMENTS

D. MAYOR'S REPORT

1. Affirm Appointments to the Building Code Appeal Board
 - i. Dale Erickson
 - ii. Mark Brown
 - iii. Shea Brewer
 - iv. Dan Higbee
 - v. Randy Reed

E. CONSENT AGENDA

1. Approval of Minutes from February 21, 2023
2. Approval of 2023 Claims and February '23 Payroll

F. NEW BUSINESS

1. Res. 26-2023 Appr. Sole Source Purchase of Pool Chemical
2. Res. 27-2023 Appr. Purchase Agreement with Flock Safety
3. Res. 28-2023 Award Contract for 5th Avenue Sidewalk Imprv. Project
4. Res. 29-2023 Grant Agr. - WA State Improvement Bd.-5th Ave Sidewalk
5. Res. 30-2023 Grant Agr. with WA State Improvement Bd. - Seal Coat
6. Res. 31-2023 Appr. Amendment to Agr. - J-U-B Engineers-Bid Srvc.
7. Res. 32-2023 Appr. Suppl. Agr. – Gray & Osborne-5th Ave Sidewalk

G. OTHER BUSINESS

1. Council Committee Reports
2. Staff Reports

Action by City Council

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: March 6, 2023

Subject: **Resolution 25-2023** Approving the purchase of a Brass Fittings

The attached Resolution 25-2023, **A Resolution of the Omak City Council Approving, Purchase of Water Dept. Brass Fittings**, is forwarded for your consideration.

The water department has reviewed the inventory of brass fittings and has determined the need to restock parts on hand.

We have received three quotes and reviewed the quotes for accuracy and price. The lowest responsive quote is from Core & Main in the amount of \$10,376.90.

I support this Resolution and recommend its approval.

RESOLUTION NO. 25-2023

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING, PURCHASE OF
WATER DEPARTMENT BRASS FITTINGS**

WHEREAS, the water department needs to replace used inventory; and

WHEREAS, this purchase exceeds five thousand dollars, requiring Omak City Council Approval for purchase; and

WHEREAS, three quotes were received for the needed parts; and

WHEREAS, Core & Main provided the lowest priced quote for the identified parts.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Omak, do hereby approve the purchase of brass fittings from Core & Main as attached in Exhibit "A", in the amount of \$ 10,376.90.

PASSED AND APPROVED this _____ day of _____, 2023.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney



EXHIBIT A

Bid Proposal for C/O Omak 2023 Stock Bid

CUSTOMER	<p>CITY OF OMAK 2 NORTH ASH OMAK, WA 98841</p>	<p>Job C/O Omak 2023 Stock Bid Bid Date: 02/20/2023 Bid #: 2771623</p>
CONTACT	<p>Sales Representative Eric Neuman (M) 509-860-5601 (T) 509-415-7056 Eric.Neuman@coreandmain.com</p>	<p>Core & Main 3575 Territorial Way East Wenatchee, WA 98802 (T) 509-415-7056</p>
NOTES		



Bid Proposal for C/O Omak 2023 Stock Bid

CITY OF OMAK
 Bid Date: 02/20/2023
 Core & Main 2771623

Core & Main
 3575 Territorial Way
 East Wenatchee, WA 98802
 Phone: 509-415-7056

Seq#	Qty	Description	Units	Price	Ext Price
DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.					
10	2	2 BRZ METER FLANGE SET W/BOLT AND NUTS	EA	77.38	154.76
20	1	H15533N 3/4 90 BEND CTSXFIP NO LEAD	EA	33.41	33.41
30	8	3/4 BRASS COUPLING NO LEAD (I)	EA	4.04	32.32
40	1	1 BRASS 90 NO LEAD (I)	EA	7.72	7.72
50	5	2 BRASS 90 NO LEAD (I)	EA	24.93	124.65
60	7	2 BRASS ST 90 NO LEAD (I)	EA	36.42	254.94
70	2	3/4 BRASS TEE NO LEAD (I) NO LEAD	EA	6.15	12.30
80	1	1 BRASS TEE NO LEAD (I)	EA	10.91	10.91
90	1	2 BRASS TEE NO LEAD (I)	EA	34.51	34.51
100	6	1-1/2 BRASS CPLG NO LEAD (I)	EA	13.04	78.24
110	6	2 BRASS COUPLING NO LEAD (I)	EA	21.49	128.94
120	1	1-1/4X3/4 BRASS BUSHING NL (I) NO LEAD	EA	7.15	7.15
130	2	1-1/2X3/4 BRASS BUSHING NL (I) NO LEAD	EA	10.77	21.54
140	3	2X1-1/2 BRASS BUSHING NL (I) NO LEAD	EA	13.04	39.12
150	3	3/4 BRASS CAP NO LEAD (I)	EA	3.42	10.26
160	3	1 BRASS CAP NO LEAD (I)	EA	5.36	16.08
170	7	3/4 BRASS SQ HD CORED PLUG (I) NO LEAD	EA	2.93	20.51
180	6	1 BRASS SQ HEAD CORED PLUG (I) NO LEAD	EA	3.86	23.16
190	3	H15526N 2 90 BEND 110 CTSXCTS NO LEAD	EA	285.99	857.97
200	3	H10284N 3/4 CURB S&D FIPXFIP W/STOP & DRAIN NO LEAD	EA	79.73	239.19
210	2	H15403N 1 CPLG 110 CTSXCTS NO LEAD	EA	28.79	57.58
220	7	H15451N 1-1/2 ADPT 110 CTSXFIP NO LEAD	EA	90.32	632.24
230	1	H15428N 1-1/2 ADPT 110 CTSXMIP NO LEAD	EA	70.64	70.64
240	7	H15428N 3/4 ADPT 110 CTSXMIP NO LEAD	EA	21.63	151.41
250	4	H15451N 2 ADPT 110 CTSXFIP NO LEAD	EA	107.63	430.52
260	2	H15428N 2 ADPT 110 CTSXMIP NO LEAD	EA	95.79	191.58
270	2	B25028N 1 BALL CORP MIPXCTSC AWWA IP X CTS COMP NO LEAD	EA	89.81	179.62
280	4	H15451N 1 ADPT 110 CTSXFIP NO LEAD	EA	33.13	132.52
290	4	H15403N 2 CPLG 110 CTSXCTS NO LEAD	EA	137.03	548.12
300	3	C15-66NL 1-1/2 CPLG FIPXPJ (NO LEAD)	EA	82.70	248.10
310	1	C85-33NL 3/4 CPLG MIPXPJ (IPS) NO LEAD	EA	24.06	24.06
320	3	H15526N 1-1/2 90 BEND CTSXCTS NO LEAD	EA	141.36	424.08
330	4	H15533N 1 90 BEND CTSXFIP NO LEAD	EA	50.17	200.68
340	5	H15403N 1-1/2 CPLG 110 CTSXCTS NO LEAD	EA	101.45	507.25
350	2	B25028N 2 BALL CORP MIPXCTSC AWWA IP X CTS COMP NO LEAD	EA	335.17	670.34
360	2	H15451N 2 ADPT 110 CTSXFIP NO LEAD	EA	107.63	215.26
370	2	C15-33NL 3/4 CPLG FIPXPJ (IPS) (NO LEAD)	EA	24.69	49.38
380	3	B25172N 1 BALL CURB STOP CTS X FIP NO LEAD	EA	100.75	302.25



Bid Proposal for C/O Omak 2023 Stock Bid

Bid #: 2771623

Seq#	Qty	Description	Units	Price	Ext Price
390	3	H15071N 3/4 ADPT ICFTXCTS NO LEAD	EA	24.63	73.89
400	2	H15209N 1 CURB STOP CTSXCTS NO LEAD COMPLIANT	EA	159.74	319.48
410	2	H15451N 1-1/2 ADPT 110 CTSXFIP NO LEAD	EA	90.32	180.64
420	4	B25172N 3/4 BALL CURB STOP CTS X FIP NO LEAD	EA	84.92	339.68
430	1	H15209N 1-1/2 CURB STOP CTSXCTS NO LEAD COMPLIANT	EA	335.87	335.87
440	2	379-2005 1-1/2" METER FLG KIT	EA	77.33	154.66
450	3	B25209N 3/4 BALL CURB CTSXCTS W/1/4 TURN CHECK - NO LEAD	EA	96.65	289.95
460	4	B25122N 3/4 CURB STOP MIPXCTS FULL PORT NO LEAD	EA	90.35	361.40
470	3	SC-19X6 1-1/2X6 REP CLP 1.90 OD	EA	36.98	110.94
480	2	SC-24X6 2X6 REP CLP 2.375 OD	EA	37.43	74.86
490	23	1-1/2X1/8 MTR GASKET,NEOPREN DROP IN	EA	1.02	23.46
500	2	202S-0760 RM 6X1IP DS SAD 6.63-7.60 OD PAINTED DBL SS STRAPS 7.60X1IP	EA	109.95	219.90
510	6	3/4X2 BRASS NIPPLE NO LEAD (I)	EA	3.32	19.92
520	8	H15403N 1 CPLG 110 CTSXCTS NO LEAD	EA	28.79	230.32
530	5	3/4XCL BRASS NIPPLE NL (I) NO LEAD	EA	2.64	13.20
540	7	3/4X4 BRASS NIPPLE NO LEAD (I)	EA	5.69	39.83
550	3	SC-19X3 1-1/2X3 REP CLP 1.90 OD	EA	18.85	56.55
560	4	2X3 BRASS NIPPLE NO LEAD (I)	EA	13.27	53.08
570	5	3/4X3 BRASS NIPPLE NO LEAD (I)	EA	4.44	22.20
580	2	2X4 BRASS NIPPLE NO LEAD (I)	EA	17.36	34.72
590	36	2" DROP-IN FLG MTR GSKT	EA	0.94	33.84
600	4	SC-24X3 2X3 REP CLP 2.375 OD	EA	20.62	82.48
610	6	C17-33NL 3/4 CPLG FIPXPI(PVC) (NO LEAD)	EA	27.12	162.72
				Sub Total	10,376.90
				Tax	0.00
				Total	10,376.90

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: March 6, 2023

Subject: Resolution 26-2023- Approving, Sole Source, Brand Specific, Pool Chemicals and Related Supplies for the Omak Swimming Pool with Aquatic Specialty Services

The Attached Resolution 26-2023, a Resolution of the City Council of the City of Omak, Approving Brand Specific, Sole Source Purchase of Pool Chemicals and Related Supplies for Omak Swimming Pool, is forwarded for your consideration.

These are chemicals that are used annually to operate the pool. The Pulsar is brand specific and Aquatic Specialties is the supplier for this product and Diatomaceous Earth is used in the filtering system in place at the pool.

I support this resolution and recommend its adoption

RESOLUTION NO. 26-2023

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING SOLE SOURCE,
BRAND SPECIFIC POOL CHEMICAL PURCHASE FROM AQUATIC SPECIALTY
SERVICES, INC.**

WHEREAS, the City of Omak Municipal Pool has a need for pool chemicals for the proper operation of the pool facility; and

WHEREAS, the current chlorine feed system recommends the use of brand-specific Pulsar Calcium Hypochlorite tablets; and

WHEREAS, Aquatic Specialty Services, Inc. is the regional vendor for the Pulsar Calcium Hypochlorite tablets; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Omak approves sole source, brand-specific purchase of Pulsar Hypochlorite tablets and related operating supplies attached as EXHIBIT "A" for the Omak Municipal Pool, from Aquatic Specialties Services, Inc.,

PASSED AND APPROVED this ____ day of _____, 2023.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

EXHIBIT A

AQUATIC SPECIALTY SERVICES, INC 1605 SOUTH 93RD STREET #EF, SEATTLE, WA 98108 206-275-0694 phone 206 275-2229 Fax Aquaticspecialtyservices.com Business License 602-161-542 Contractors License AQUATSS996Q6		ESTIMATE All estimates good for 30 days		8496
		Terms	Date	
		Net 15	3/2/2023	
Client:		Ship to:		
City of Omak P.O. Box 72 Omak, WA. 98841 509-826-6531 Attn: Wayne Beetchenow		City of Omak Omak City Shop 220 Columbia Street Omak, Wa 98841 Attn: 509-846-4097		

Washington State Public Works Act requires that workers be paid prevailing wage rates when employed on public works projects, and on public building service maintenance contracts. All sales are subject to Net 30 terms, unless otherwise stated. All credit card payments are subject to 3.5% additional processing fee. All returns are subject to restocking fees plus all freight. Chemicals are not returnable. Balances past due are subject to accrue 1% finance charge monthly. All change orders must be submitted in writing. Under no circumstances will provider be responsible for or buyer be entitled to consequential damages arising out of any delays in performance. All uncertainties are billable per term. Warranty complies with manufacturer for period of 1 year and claim period 3 months. All freight is billable. A Purchase Order may be applicable, a deposit may be applicable and signature to process order. All estimates are good for 30 days.

Description	Qty	Price ...	Total
Quote for Matt			
Pulsar Plus Briquettes 50 Lbs	24	184.00	4,416.00T
Diatomaceous Earth SP Grade 50# bag	10	34.50	345.00T
Sunscreen Granular 20 (Cyanuric Acid) 40Lbs	4	156.00	624.00T
Chlorinator, Nozzle HCE	6	5.205	31.23T
Pro Series Stain & Scale Control gallon Natural Chemistry Gallon (Replaces Metal Klear)	4	83.62	334.48T
Shipping & Handling QUOTE #12898742 Via oak harbor	1	199.97	199.97T
* notes: the pallet of pulsar can ship with no additional freight. however the remaining order would ship separately and accrue freight. all freight is billable. * Please let me know if you have any question.			
Thank you,			
SIGNATURE REQUIRED & DATE:		Subtotal	
*Signature & Date Required Acknowledging terms of Aquatic Specialty Services, Inc		\$5,950.68	
*Notice to Client will be provided and required to be signed by appropriate authorized person ordering the work and or the owner of the property.		Sales Tax (8.4%)	
* Resellers Permit required when applicable		\$499.85	
		Total	
		\$6,450.53	



February 28th, 2022

Re: Pulsar® Chlorinating Systems and related briquettes

To whom it may concern,

Please be advised that **Aquatic Specialty Services** is Solenis sole source for Pulsar® Chlorinating Systems and related Pulsar chlorinating briquettes for the state of Washington.

If you have any further questions regarding this matter please feel free to give me a call.

Sincerely,

Alan Wing
Regional Sales Manager CCH
Western Regional Sales Manager Pulsar
Sigura Water ICMS - Commercial

602-503-8812
awing@solenis.com



Omak Police Department

8 N. Ash, P.O. Box 72, Omak, WA 98841 • (509) 826-0383 • FAX 826-0116

DANIEL J. CHRISTENSEN
Chief of Police

Memorandum

Date: March 6th, 2023

To: Omak City Council, Omak Mayor Gagné

From: Chief Daniel Christensen

Subject: Resolution Number 27-2023

The police department has an opportunity to purchase Flock Safety camera systems for the use of License Plate Readers (LPR) to be deployed within the City of Omak. This safety system uses real-time alerts integrated with a machine learning platform. This program is called Vehicle Fingerprint™ technology. The cameras are solar powered with a LTE communications device. This system integrates with our current provider Axon, Evidence.com and is a sole source brand specific purchase.

These cameras will be deployed in strategic locations to assist the Omak Police Department as both a deterrent and effective evidence collection tool.

These devices have been allocated in the 2023 City of Omak Budget and I recommend its approval.

RESOLUTION NO. 27-2023

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A PURCHASE AGREEMENT WITH FLOCK SAFETY FOR PURCHASE OF LICENSE PLATE READER CAMERAS AND INTEGRATION WITH EVIDENCE.COM

WHEREAS, the Police Chief has determined the need to acquire License Plate Reader (LPR) cameras; and

WHEREAS, Flock Safety offers a unique product to improve public safety; and

WHEREAS, the Police Chief has determined the integration of Flock Safety LPR cameras and the integration with existing Evidence.com from Axon; and

WHEREAS, the Department has evaluated different brands of equipment for operation, price, and serviceability; and

WHEREAS, Flock Safety offers a product and machine learning software with real time alerts that will be the most successful for deployment; and

WHEREAS, Axon provided a sole source letter as the only source for integration with Flock Safety as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL, that the purchase Agreement with Flock Safety, attached hereto as Exhibit "B", for the purchase of 4 LPR cameras, and installation , is hereby approved, and the mayor is authorized to effect all necessary action for the purchase of this equipment.

DATED this _____ day of _____, 2023.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney



EXHIBIT A

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

November 30, 2021

To: Irving Police Department

Re: Sole source letter for Axon Evidence digital evidence management services and Flock automated license plate recognition technology

A sole source justification exists because Axon Enterprise, Inc. ("Axon") is the only digital evidence management system with the express right to integrate Flock's automated license plate recognition technology with Axon Evidence services.

Axon's relevant SKUs for this justification include the following:

1. **74300** Flock Safety ALPR Camera System
2. **74302** Flock Safety ALPR Camera System Installation

Sincerely,

A handwritten signature in black ink, appearing to read 'Josh Isner', written over a white background.

Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

Flock is a trademark of Flock Group, Inc., dba Flock Safety.

The Axon + Delta Logo Axon, and Axon Enterprise are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2021 Axon Enterprise, Inc.



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Created Date: 02/10/2023

Expiration Date: 03/31/2023

Quote Number: Q-15066

Prepared By: Mack Larkin

Phone: 3603912071

Email: mack.larkin@flocksafety.com

Address Information

Bill To:

8 N Ash St
Omak, Washington 98841

Ship To:

8 N Ash St
Omak, Washington 98841

Billing Company Name: WA - Omak PD
Billing Contact Name: Dan Christensen
Billing Email Address: chief.christensen@omakpd.com
Billing Phone: (509) 826-0383
Billing Fax:

Terms and Conditions

Contract Start Date: 03/31/2023
Subscription Term: 24 Months

Billing Frequency: Annual Plan - First Year Invoiced at Signing.

flock safety

Professional Services and One-Time Purchases

Services and One Time Fees	Service Description	Sales Price	Quantity	Total Price
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.	\$350.00	4.00	\$1,400.00

Hardware and Software Products

Annual recurring amounts over subscription term

Products	Product Description	Product Sales Price	Product Quantity	Annual Product Price
Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.	\$2,500.00	4	\$10,000.00

Subtotal Year 1: \$11,400.00

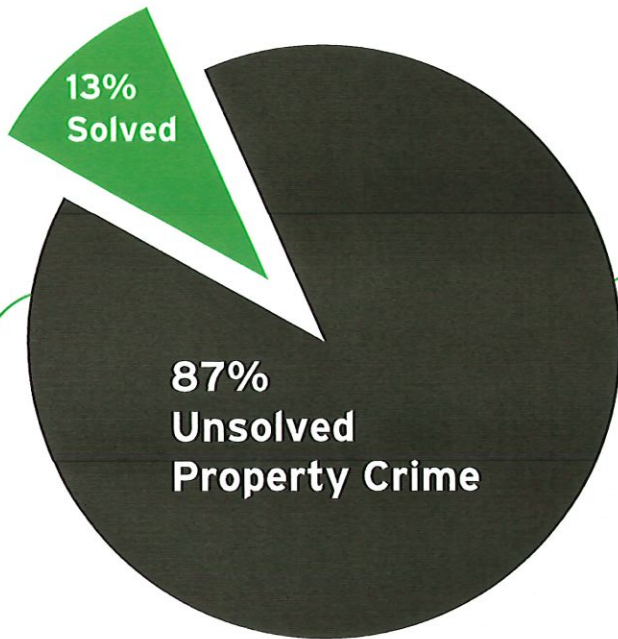
Annual Recurring Subtotal: \$10,000.00

Subscription Term: 24 Months

Estimated Tax: \$1,797.60

Contract Total: \$21,400.00

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice – this document is a non-binding proposal for providing informational purposes only. Pricing is subject to change. This proposal shall be valid until the documented expiration date.



Let's Eliminate Crime

7 out of 10 crimes involve use of a vehicle leading up to, during or immediately following a crime. Flock helps businesses collect actionable evidence to take action + combat crime.

7 million property crimes occur every year. Only 13% get solved.

Flock Safety's license plate reading cameras gives businesses the evidence needed to solve crime.



Key Commercial Use Cases

- Organized Retail Crime
- Vehicle Break Ins
- Parking Lot Safety
 - Banned Patrons / Guests
 - Terminated Employees
- Workplace Safety
- Property Crimes

"My case closure rate spiked to 95% versus the 70% we were maintaining before Flock...Imagine having a system that can capture perpetrator's tag AND alert you if / when they return"

– Loss Prevention Manager at Fortune 10 Retailer



Install Anywhere

Leverage solar or electricity for power, so cameras can be deployed at virtually any facility.

Easy-to-Use

Simple software allows you to search for vehicles on the property or receive alerts when they return.

Maintenance-Free

Flock manages the hardware + software so no need to involve your IT team or be a hardware expert.

Privacy First

You own your footage and can choose to share it with Law Enforcement - 100% optional. Data is stored for 30 days.



All-inclusive pricing. No hidden fees.
Maintenance, Cloud Storage, Cellular Service

"An organized retail theft crime ring targeting Apple Stores was captured using the Custom Hot List. The group had stolen upwards of \$500,000 in merchandise."

-Memorial City Mall in Houston, TX



Falcon Camera

- Placed at entrances/exits
- One-time Implementation fee: \$350 per camera
- Annual fee: \$3,000 per camera

Join 1,500+ cities that use Flock Safety to reduce crime.
Visit: www.flocksafety.com

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: March 6, 2023

Subject: **Resolution No. 28-2023** Approving an Award of contract for 5TH Ave.
Sidewalk Improvement Project Project TIB NO. P-E-987(P04)-1

The Attached Resolution 28-2023, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AWARD OF THE CONTRACT FOR 5th AVENUE SIDEWALK IMPROVEMENT PROJECT TIB NO. P-E-987(P04)-1**, is forwarded for your consideration.

This project will install sidewalk on 5th Avenue from Benton St. to Dayton St. The city received 6 bids and 1 bid protest. The City and staff and attorney have reviewed the bid proposals and determined the second low bidder to be the lowest responsive, responsible bidder. Proper notifications have been sent for the award of the project to Rudnick and Sons, LLC.

We are requesting approval of this resolution.

RESOLUTION NO 28-2023

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AWARD OF THE
CONTRACT FOR 5th AVENUE SIDEWALK IMPROVEMENT PROJECT
TIB NO. P-E-987(P04)-1**

WHEREAS, the 5TH Avenue Sidewalk Improvement Project was advertised for bids in the Daily Journal of Commerce and the Omak Chronicle, January 4, 2023 and again in the Omak Chronicle on January 11, 2023; and

WHEREAS, bids were received until 2:00 pm on Thursday, January 26, 2023 and then opened and publicly read aloud; and

WHEREAS, a total of six bids were received; and

WHEREAS, the Cities Consulting Engineers, Gray & Osborne, have reviewed the submittals for the correctness of extensions of prices per unit and total cost, and it is their recommendation to award the contract to, Rudnick and Sons, LLC, as the low, responsive, responsible bidder for the contract work to be done.

NOW, THEREFORE BE IT RESOLVED by the Omak City Council, that the Contract for 5TH Avenue Sidewalk Improvement Project TIB NO. P-E-987(P04)-1, a copy of which is available for inspection in the Clerk's Office, be awarded to Rudnick and Sons, LLC, in the amount of \$258,823.95. The Mayor is authorized and directed to execute all necessary contract documents.

PASSED AND APPROVED BY THE OMAK CITY COUNCIL this _____ day of _____, 2023.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael Howe, City Attorney



February 28, 2023

Mr. Todd McDaniel
City Administrator
City of Omak
2 North Ash Street
Omak, Washington 98841

SUBJECT: REVIEW OF BIDS, 5TH AVENUE SIDEWALK IMPROVEMENTS -
REBID
CITY OF OMAK, OKANOGAN COUNTY, WASHINGTON
G&O #20856.00

Dear Mr. McDaniel:

On January 26, 2023, the City of Omak received six responsive bids for the 5th Avenue Sidewalk Improvements Rebid. The responsive bids ranged from \$251,429.01 to \$313,110.00. The Engineer's Estimate was \$259,980.00. Each proposal was checked for correctness of extensions of the prices per unit and the total price. No corrections were made. We have provided a bid summary with this letter. The bidders and their respective bid amounts, including sales tax where applicable, are as follows:

1. Ascent Foundation & More, LLC, DBA Ascent Excavation
(Cle Elum, WA).....\$251,429.01
2. Rudnick and Sons, LLC (Okanogan, WA).....\$258,823.95
- Engineer's Estimate.....\$259,980.00**
3. JR Massie & Co, LLC (Davenport, WA)\$269,372.25
4. Larry Brown Construction, Inc. (Bellingham, WA)\$273,545.48
5. Hurst Construction, LLC (East Wenatchee, WA)\$289,222.50
6. J.M. Pacific Construction, Inc. (Moses Lake, WA)\$313,110.00

The lowest responsive bidder, Ascent Foundation & More, LLC, DBA Ascent Excavation of Cle Elum, Washington, is currently a Washington State registered and licensed contractor. To our knowledge, the lowest bidder has not claimed bid error, but one bid protest was received from Rudnick and Sons, LLC. We understand that the City has determined that Ascent Foundation & More, LLC DBA Ascent Excavation does not meet the responsibility criteria included in the supplemental bidder criteria.



Mr. Todd McDaniel
February 28, 2023
Page 2

In accordance with RCW 39.04, we have verified the lowest responsive, responsible bidder, Rudnick and Sons, LLC of Okanogan, Washington, has met the responsibility criteria. The Mandatory Bidder Responsibility Checklist, including documentation, is attached for the City's file. We have also reviewed the Supplemental Bidder Criteria information submitted by Rudnick and Sons, LLC of Okanogan, Washington and they appear to meet the requirements of the Supplemental Bidder Responsibility Criteria.

Based on our evaluation, we recommend that the project be awarded to the lowest responsive, responsible bidder contingent upon TIB approval and available funding:

Rudnick and Sons, LLC
61 East Dry Coulee Rd
Okanogan, WA 98840

Please contact us if you have any questions and/or require additional information.

Sincerely,

GRAY & OSBORNE, INC.

Tim DeVries, P.E.

TDV/cah
Encl.
By email

Mandatory Bidder Responsibility Checklist

The following checklist will be used in documenting that a Bidder meets the mandatory responsibility criteria. The Engineer should print a copy of documentation from the appropriate website to include with this checklist in the contract file.

General Information	
Owner/Project Name: City of Omak/5 th Ave Sidewalk	Project Number: 20856
Bidder's Business Name: Rudnick and Sons LLC	Bid Submittal Deadline: 2:00 p.m. 1/26/2023
Contractor Registration	
https://secure.lni.wa.gov/verify/	
License Number: RUDNISL820MW	Status: Active: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline): 07/16/2018	Expiration Date: 07/16/2024
Current UBI Number	
https://secure.lni.wa.gov/verify/	
UBI Number: 604 220 166	Account: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
Industrial Insurance Coverage/Worker Compensation	
https://secure.lni.wa.gov/verify/	
Account Number: 689,664-00	Account Current: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Employment Security Department Number	
Employment Security Department Number: 000814221003	
<ul style="list-style-type: none"> • Has Bidder provided account number on the Bid Form? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> • And/or have you asked the Bidder for documentation from Employment Security Department on account number? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 	
State Excise Tax Registration Number	
https://secure.lni.wa.gov/verify/	
Tax Registration Number: 604 220 166	Account: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
Certification of Compliance with Wage Payment Statutes Clause Signed	
(See Proposal for Required Clause or Signed Certification Form) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Not Disqualified from Bidding	
https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx	
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Public Works Requirements Training	
https://secure.lni.wa.gov/verify/	
Contractor: Is Exempt from this Requirement <input checked="" type="checkbox"/>	
Has Completed Training <input checked="" type="checkbox"/>	
Has Not Completed Training <input type="checkbox"/>	
Excluded Parties Listing System (Federal Funded Projects)	
https://www.sam.gov/	
Does the Bidder have an Active Exclusion? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Checked by:	
Name: Tim DeVries, P.E.	Date: 2/28/2023

Contractors

[Back](#)

[Collapse Print](#)

RUDNICK & SONS LLC

Owner or tradesperson

Principals
RUDNICK, BRANDON
MICHAEL, PARTNER/MEMBER
Doing business as
RUDNICK & SONS LLC

645 Valley Mall Pkwy
Ste 200
E Wenatchee, WA 98802
509-824-6227
DOUGLAS County

WA UBI No.
604 220 166

Business type
Limited Liability Company

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

Active
Meets current requirements.

License specialties

GENERAL

License no.

RUDNISL820MW

Effective — expiration

07/16/2018 — 07/16/2024

Bond

Western Surety Co

\$12,000.00

Bond account no.

63664874

Received by L&I

07/16/2018

Effective date

06/01/2018

Expiration date

Until Canceled

Insurance

Liberty Mutual Ins Co

\$1,000,000.00

Policy no.

BKS58866055

Received by L&I

05/09/2022

Effective date

06/01/2018

Expiration date

06/01/2023

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Certifications & Endorsements

OMWBE Certifications

No active certifications exist for this business.

Apprentice Training Agent

No active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the [Oregon Bureau of Labor & Industries](#) or [Montana Department of Labor & Industry](#) to verify if this business has apprentices.

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID
689,664-00

Account is current.

Doing business as
RUDNICK & SONS LLC

Estimated workers reported
Quarter 4 of Year 2022 "7 to 10 Workers"

L&I account contact
T5 / BETTY WHALIN (360) 902-5137 - Email: VABE235@lni.wa.gov

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training– Effective July 1, 2019

Exempt from this requirement.
Completed the training on 1/28/2020

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.

Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name:
WA UBI Number:
License Number:
Principal:
RCW:
From: To:

Penalty Due:

Wage Due:

[Download all debarment data](#) ⓘ

Show per page

Showing 0 records

[First](#)[Previous](#)[Next](#)[Last](#)

Company Name	UBI	License	Principals	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
--------------	-----	---------	------------	--------	-----	--------------	------------	-------------	-----------

There are no records that match your search criteria.

Show per page

Showing 0 records

[First](#)[Previous](#)[Next](#)[Last](#)

BIDDER REFERENCE

Project Number: 20856 Date: 2/24/2022

Project Name: City of Okanogan Lower Pine Street Improvements

Contractor/Superintendent: Rudnick & Sons/ Aaron Keen

Reference: Tim DeVries

Representing: Gray & Osborne Phone: 509-453-4833

Did the Contractor complete the Lower Pine Street Improvements projects
Project Name

within the time and contract amount?

Yes.

What were some strengths and weaknesses of the Superintendent (i.e., coordinating subconsultants, schedule of work)? _____

Good quality. May have some challenges securing schedules from subcontractors.

Were there any change orders on this Project? No

What was the nature of the change orders? Not applicable

Was the Contractor responsive? Yes

What was the quality of his workmanship? Good quality.

Would you award another contract to this Contractor? Yes.

BIDDER REFERENCE

Project Number: 20856 Date: June 23, 2022

Project Name: 5th Ave Sidewalk

Contractor/Superintendent: Rudnick and Sons, LLC/ Brandon Rudnick

Reference: Matt Wheelwright

Representing: TW Clark Phone: 509-927-0800

Did the Contractor complete the Meadowlark Senior Housing
Project Name

within the time and contract amount?

Yes, on time and on budget.

What were some strengths and weaknesses of the Superintendent (i.e., coordinating subconsultants, schedule of work)?

Knowledgeable, no issues with quality control.

Were there any change orders on this Project? Yes

What was the nature of the change orders?

Design issues or additions requested by Owner.

Was the Contractor responsive?

Yes, the Contractor was fair and responsive.

What was the quality of his workmanship?

Good quality, all tests passed without issue.

Would you award another contract to this Contractor?

Yes.

BIDDER REFERENCE

Project Number: 20856 Date: February 9, 2022

Project Name: 5th Ave Sidewalk

Contractor/Superintendent: Rudnick and Sons, LLC/ Brandon Rudnick

Reference: Andrew Denham

Representing: Town of Twisp Phone: 509-997-1311

Did the Contractor complete the SR 20 & Canyon St Intersection Improvements
Project Name
within the time and contract amount?

The project is not yet complete. They have had some struggles with their subcontractors. At this time, liquidated damages have not been assessed. They are ok on budget.

What were some strengths and weaknesses of the Superintendent (i.e., coordinating subconsultants, schedule of work)?

As a prime contractor, they were responsive and did their work quickly. They had trouble coordinating with subcontractors and keeping them on schedule. They could keep the jobsite a bit cleaner, especially if it is a highly visible project.

Were there any change orders on this Project? Yes

What was the nature of the change orders?

There was an issue with the paving from their asphalt subcontractor (CWA) and the road had to be re-grinded and re-paved.

Was the Contractor responsive?


Yes, they were responsive as a prime. The work related to the subcontractors was not as responsive.

What was the quality of his workmanship?

Good quality, though a couple subcontractors had issues.

Would you award another contract to this Contractor?

Yes.

BIDDER		ENGINEER'S ESTIMATE				ASCENT EXCAVATION, LLC		RUDNICK AND SONS, LLC		J.R. MASSIE & CO., LLC		LARRY BROWN CONSTRUCTION, INC.		HURST CONSTRUCTION, LLC		J.M. PACIFIC CONSTRUCTION, INC.	
BIDDER ADDRESS						106 N. Peab Ave. Cle Elum, WA 98922 993361-02		61 East Dry Coulee Rd. Okanagan, WA 98846 609,664-00		201 Morgan St. Davenport, WA 99122 862,584-03		P.O. Box 29969 Bellingham, WA 98228 865,790-00		316 Urban Industrial Way East Wenatchee, WA 98807 688,747-00		303 W. Northshore Dr. Moses Lake, WA 98837 817,820-00	
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.						ASCENFM1976K9		RUDNSISL20MW		JRMASMC17QK		LARRYBCV99BP		HURSTCL962DE		JMPACP-813JW	
WASHINGTON STATE CONTRACTOR'S REG. NUMBER																	
BID BOND OR OTHER GOOD FAITH TOKEN																	
NO	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
1	Mobilization, Cleanup, and Demobilization	1 LS	\$33,000.00	\$33,000.00	\$46,051.80	\$46,051.80	\$5,071.00	\$5,071.00	\$43,500.00	\$43,500.00	\$41,400.00	\$41,400.00	\$28,000.00	\$28,000.00	\$30,000.00	\$30,000.00	
2	Project Temporary Traffic Control	1 LS	\$15,000.00	\$15,000.00	\$7,174.40	\$7,174.40	\$9,266.00	\$9,266.00	\$4,900.00	\$4,900.00	\$7,100.00	\$7,100.00	\$7,000.00	\$7,000.00	\$8,000.00	\$8,000.00	
3	Excavation, Embankment and Grading, Incl. Haul	269 CY	\$60.00	\$15,600.00	\$75.65	\$19,669.00	\$35.00	\$9,100.00	\$45.00	\$11,700.00	\$46.80	\$12,168.00	\$62.00	\$16,120.00	\$100.00	\$26,000.00	
4	Gravel Borrow, Incl. Haul	109 TN	\$50.00	\$5,000.00	\$46.32	\$4,632.00	\$29.00	\$2,900.00	\$39.00	\$3,000.00	\$48.60	\$4,860.00	\$25.00	\$2,500.00	\$60.00	\$6,000.00	
5	Controlled Density Fill	10 CY	\$200.00	\$2,000.00	\$219.56	\$2,195.60	\$200.00	\$2,000.00	\$290.00	\$2,900.00	\$300.00	\$3,000.00	\$350.00	\$3,500.00	\$180.00	\$1,800.00	
6	Locate Existing Utility	3 EA	\$1,000.00	\$3,000.00	\$151.70	\$455.10	\$422.00	\$1,266.00	\$320.00	\$960.00	\$585.00	\$1,755.00	\$850.00	\$2,550.00	\$350.00	\$1,050.00	
7	Crushed Surfacing Repair	490 SY	\$15.00	\$7,350.00	\$19.39	\$9,501.10	\$21.00	\$10,290.00	\$12.00	\$5,880.00	\$13.35	\$6,541.50	\$18.00	\$8,820.00	\$35.00	\$17,150.00	
8	Commercial HMA Pavement Repair (Curb)	169 SY	\$100.00	\$16,600.00	\$69.28	\$11,644.80	\$175.00	\$28,695.00	\$123.50	\$19,769.00	\$121.00	\$19,359.00	\$120.00	\$20,040.00	\$75.00	\$12,600.00	
9	Commercial HMA Pavement Repair (Driveway)	110 SY	\$100.00	\$11,000.00	\$68.34	\$7,517.50	\$144.00	\$15,840.00	\$123.50	\$13,385.00	\$123.45	\$13,579.50	\$150.00	\$16,500.00	\$80.00	\$8,800.00	
10	Storm Sewer Pipe, 12-In. Diam. (Incl. Bolding)	59 LF	\$100.00	\$5,600.00	\$141.04	\$7,652.00	\$172.00	\$8,660.00	\$118.00	\$5,500.00	\$85.00	\$4,250.00	\$250.00	\$12,500.00	\$185.00	\$9,250.00	
11	Catch Basin, Type 1	3 EA	\$4,500.00	\$13,500.00	\$2,043.00	\$6,129.00	\$2,483.00	\$7,449.00	\$2,650.00	\$7,950.00	\$3,000.00	\$9,000.00	\$2,200.00	\$6,600.00	\$3,800.00	\$11,400.00	
12	Catch Basin, Type 2, 48-In. Dia.	3 EA	\$4,500.00	\$13,500.00	\$3,695.20	\$10,815.60	\$4,328.00	\$12,984.00	\$5,600.00	\$15,000.00	\$6,200.00	\$18,600.00	\$3,800.00	\$11,400.00	\$7,000.00	\$21,000.00	
13	Infiltration Trench	60 LF	\$200.00	\$12,000.00	\$146.69	\$8,801.40	\$212.00	\$12,720.00	\$180.00	\$10,800.00	\$400.00	\$24,000.00	\$290.00	\$17,400.00	\$250.00	\$15,000.00	
14	Trench Excavation Safety Systems	1 LS	\$1,500.00	\$1,500.00	\$1.00	\$1.00	\$241.00	\$241.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	
15	Erosion Control and Water Pollution Prevention	1 LS	\$1,900.00	\$1,900.00	\$615.00	\$615.00	\$2,387.00	\$2,387.00	\$3,000.00	\$3,000.00	\$750.00	\$750.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	
16	Conc. Conc. Traffic Curb and Outer	720 LF	\$60.00	\$43,200.00	\$69.87	\$43,826.40	\$62.00	\$44,640.00	\$67.00	\$48,240.00	\$58.35	\$42,012.00	\$69.00	\$49,680.00	\$85.00	\$61,200.00	
17	Conc. Conc. Driveway Entrance	110 SY	\$110.00	\$12,100.00	\$113.89	\$12,527.50	\$165.00	\$18,150.00	\$110.00	\$12,100.00	\$91.15	\$10,026.50	\$108.00	\$11,880.00	\$110.00	\$12,100.00	
18	Cement Conc. Sidewalk	420 SY	\$95.00	\$39,900.00	\$85.38	\$35,859.60	\$120.00	\$50,400.00	\$91.00	\$38,220.00	\$73.30	\$31,626.00	\$94.00	\$39,480.00	\$95.00	\$39,900.00	
19	Cement Conc. Curb Ramp	1 EA	\$2,500.00	\$2,500.00	\$3,208.00	\$3,208.00	\$3,525.00	\$3,525.00	\$3,350.00	\$3,350.00	\$4,200.00	\$4,200.00	\$4,400.00	\$4,400.00	\$4,000.00	\$4,000.00	
20	MaxBor Support, Type 2	1 EA	\$50.00	\$50.00	\$909.80	\$909.80	\$500.00	\$500.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$1,900.00	\$1,900.00	\$3,000.00	\$3,000.00	
21	Permanent Signage	1 LF	\$50.00	\$50.00	\$732.80	\$732.80	\$400.00	\$400.00	\$50.00	\$50.00	\$2,050.00	\$2,050.00	\$750.00	\$750.00	\$3,500.00	\$3,500.00	
22	Painted Curb	70 LF	\$15.00	\$1,050.00	\$9.95	\$696.50	\$11.00	\$770.00	\$10.00	\$700.00	\$16.30	\$1,141.00	\$11.00	\$770.00	\$15.00	\$1,050.00	
	Subtotal			\$247,600.00		\$239,456.20		\$246,499.00		\$256,545.00		\$260,519.50		\$275,450.00		\$298,200.00	
	Sales Tax @ 0% (Per W.S. Revenue Rule 171)			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
	VERO Tax @ 5%			\$12,380.00		\$11,972.81		\$12,324.95		\$12,827.25		\$13,025.98		\$13,772.50		\$14,910.00	
	TOTAL CONSTRUCTION COST			\$259,980.00		\$251,429.01		\$258,823.95		\$269,372.25		\$273,545.48		\$289,222.50		\$313,110.00	
Sealed bids were opened at the City of Omak, 2 North Ash Street, Omak, Washington 98841 on January 26, 2023, at 2:00 p.m. (local time).																	
I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.																	
 TIM DEVRIES, P.E.																	

DATE: 1/2023
DRAWN: CH
CHECKED: TD
APPROVED: TD

CITY OF OMAK, WASHINGTON
5TH AVENUE SIDEWALK IMPROVEMENTS
GRAY & OSBORNE #20856

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

RUDNICK

AND SONS EXCAVATION

448 W Rolling Hills Ln
Wenatchee, WA 98801

Phone: (509) 979-7431
rudnicksons@gmail.com



~~February 2, 2022~~ 1-27-2023

Greetings:

This letter is written to address the issue of liquidated damages on the SR 20 & Canyon St Improvements job for the Town of Twisp. The subcontractor hired for the landscaping portion of this project was unable to obtain a specific variety of tree called for in the specifications. The landscaper did suggest several alternates on three occasions that he would be able to obtain, however the Town would not accept an alternative variety of tree. The landscape contractor was able to obtain the specified variety of tree- however it did take additional time to do so. This resulted in approximately \$2,000 of liquidated damages for Rudnick & Sons LLC. Actual working days were 61.5 and the days specified in the contract were 43. Ultimately the issue was resolved to the satisfaction of the town and the engineer. Contact information is as follows:

Town of Twisp
Andrew Denham (509) 997-4081
publicworks@townoftwisp.com

SCJ Alliance
Dan Ireland (360) 870-1640
dan.ireland@scjalliance.com

Sincerely,

Ceinwyn Rudnick CPA, EA, CTC
CFO

APPENDIX A

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

APPENDIX A

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS
5th AVENUE SIDEWALK IMPROVEMENTS

These forms shall be completed in their entirety and submitted by the apparent two lowest Bidders to the City of Omak by 12:00 p.m. (noon) of the second business day following the bid submittal deadline.

Failure to submit and meet the requirements as stated in Section 1-02 of the Special Provisions shall be grounds for rejection of the bid. The City of Omak will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.

Contractor:

Name: RUDNICK AND SONS LLC
Address: 61 EAST DEX COULTEE ROAD, OKANOGAN, WA 98840
Phone: 509-979-7423 / 509-824-6233
Contact Person: BRANDON RUDNICK

2. Delinquent State Taxes

Instructions to Bidders: Check the appropriate box

- The Bidder does not owe delinquent taxes to the Washington State Department of Revenue.
- Alternatively, the Bidder does owe delinquent taxes to the Washington State Department of Revenue.

If the Bidder owes delinquent taxes, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency.

1-27-2023
(Date)

B. RUDNICK
(Signature)

BRANDON RUDNICK
(Print Name)

PRESIDENT
(Title)

3. **Claims Against Retainage and Bonds:**

Instructions to Bidders: Check the appropriate box

- The Bidder has not had claims against retainage and bonds in the 3 years prior to the bid submittal date.
- Alternatively, the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date.

If the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date, submit a list of public works projects completed during this period that have had claims against retainage and bonds and include name of Project, contact information for the Owner, a list of claims filed against retainage and/or payment bond for any of the projects listed; and a written explanation of circumstances surrounding each claim and the ultimate resolution of the claim.

1-27-2023
(Date)

B. Ruoneck
(Signature)

BRANDON RUONECK
(Print Name)

PRESIDENT
(Title)

4. **Public Bidding Crimes**

Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder and/or its Owners have not been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.
- Alternatively, the undersigned confirms that the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.

If the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract, provide a written explanation identifying the date of the conviction and a description of the circumstances surrounding the conviction.

1-27-2023
(Date)

B. Rudnick
(Signature)

Brian Rudnick
(Print Name)

PRESIDENT
(Title)

5. **Termination for Cause/Termination for Default**

Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder has not had any public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.
- Alternatively, the undersigned confirms that the Bidder has had public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.

If the Bidder has had any public works contracts terminated for cause or terminated for default in the 5 years prior to the bid submittal date, provide a written explanation for all contracts terminated for cause or terminated for default by identifying the project contract that was terminated, the government agency which terminated the Contract, the date of the termination, and a description of the circumstances surrounding the termination.

1-27-2023
(Date)

B. RUONICK
(Signature)

BRANDON RUONICK
(Print Name)

PRESIDENT
(Title)

6. **Lawsuits**

Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder has not had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.
- Alternatively, the undersigned confirms that the Bidder has had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.

If the Bidder has had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, submit a list of lawsuits along with a written explanation of the circumstances surrounding each lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet the terms of contracts.

1-27-2023
(Date)

B. RUONICK
(Signature)

BRANDON RUONICK
(Print Name)

PRESIDENT
(Title)

7. **Contract Time (Liquidated Damages)**

Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder has not had liquidated damages assessed on any project it has completed in the 5 years prior to the bid submittal date.
- Alternatively, the undersigned confirms that the Bidder has had liquidated damages assessed on projects in the 5 years prior to the bid submittal date.

If the Bidder has had liquidated damages assessed against projects in the 5 years prior to the bid submittal date, submit a list of projects along with Owner contact information, and number of days assessed liquidated damages. The Contracting Agency shall determine whether the Contractor has a pattern of failing to complete projects within Contract Time.

1/27/2023
(Date)

B. RUDNEUR
(Signature)

BRANDON RUDNEUR
(Print Name)

PRESIDENT
(Title)

8. Capacity and Experience

The Bidder shall have sufficient current capacity and the Project Superintendent assigned to the Project shall have experience to meet the requirements of this Project. The Bidder and Project Superintendent shall have successfully completed at least two projects as the prime contractor, of a similar size and scope, during the 5-year period immediately preceding the bid submittal deadline for this project. Similar size is defined as a minimum of 70 percent of the bid amount submitted by the Bidder.

A. Capacity

i. Gross dollar amount of work currently under contract:

772,000.00

ii. Gross dollar amount of contracts currently not completed:

772,000.00

iii. List five major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

420 BACKHOE / OWNED

135 EXCAVATOR / OWNED

BOMAG ROLLER / OWNED

~~SARENS~~ 35 KOBELCO / OWNED

120 GRADER TO PREP SIDEWALK / OWNED

iv. Number of superintendents on Bidder's staff:

3 SUPERINTENDENTS FOR JOBS / 1 GENERAL

B. Experience

i. General character of work performed by firm:

ALL EXCAVATION / PREP / TRAFFIC CONTROL
AND MIC. / SIGNS / MAIL BOX'S

ii. Identify who will be the superintendent on this project and years of experience. Also, list the number of years this person has been with your firm.

BRANDON RUONICK SUP. 22 YEAR AND OWNER FOR 5
ADAM KEEN / FOREMAN 20 YEAR AND 5 YEAR BEING EMPLOYED

iii. Similar Size and Scope Projects Completed in the Past 5 Years

#1 Owner's Name and Contact Information: CITY OF WENARHEE
EMMA HONEYCOTT 509-888-3667

Owner is a Government Agency? Yes No

Superintendent's Name: BRANDON RUONICK

Project Name: 1ST STREET BEKWAY IMPROVEMENT

Awarded Contract Amount: 293,054.00

Final Contract Amount: 295,469.60

Completion Date: 7/1/21

Project Description: INSTALL 8 ROUNDABOUTS,
SLEEPING, ADA RAMPS

#2

Owner's Name and Contact Information: OKANOGAN HOUSING AUTHORITY / TW CLARK MATT WHEELWRIGHT
509-427-0800

Owner is a Government Agency? Yes No

Superintendent's Name: AARON KEEN

Project Name: MEDAN LARK SENIOR HOUSING/ONAK

Awarded Contract Amount: 325,805.44

Final Contract Amount: 420,855.66

Completion Date: NOV-10-2021

Project Description: CUT-FILL, CURE CURBS, UTILITIES SLAB PREP, SIDEWALK, CURBS, PAVING PREP

#3

Owner's Name and Contact Information: CITY OF OKANOGAN, SHAWN 509-322-0121

Owner is a Government Agency? Yes No

Superintendent's Name: AARON KEEN

Project Name: LOWER PINE STREET IMPROVEMENT

Awarded Contract Amount: 331,148.22

Final Contract Amount: 330,909.61

Completion Date: 2022

Project Description: STORM, SEWER, LIGHTING, CURBS, SIDEWALK, SUB GRADE, ROCK FOR PAVING

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: March 6, 2023

Subject: Resolution 29-2023- Approving Grant Agreement 5th Avenue Sidewalk project.

The Attached Resolution 29-2023, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF OMAK AND THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD FOR 5th AVENUE SIDEWALK IMPROVEMENT PROJECT TIB NO. P-E-987(P04)-1**, is forwarded for your consideration.

The Transportation improvement board has awarded a grant for this project that will install sidewalk on 5th Avenue from Benton Street to Dayton Street.

I support this resolution and recommend its approval.

RESOLUTION NO. 29-2023

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF OMAK AND THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD FOR 5th AVENUE SIDEWALK IMPROVEMENT PROJECT TIB NO. P-E-987(P04)-1

WHEREAS, the City of Omak has been awarded funding from the Washington State Transportation Improvement Board (TIB) for 5th Avenue Sidewalk project; and

WHEREAS, the total project is estimated at \$315,824, of which the Transportation Improvement Board will pay a maximum grant of \$294,150, and the City will provide the required match of \$21,674.

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 all necessary documents for the acceptance and administration of this Grant.

INTRODUCED and passed this _____ day of _____, 2023.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney

EXHIBIT A



Transportation Improvement Board Updated Cost Estimate

Form generated on 27 Jan 2023

Agency **OMAK**
 TIB Project No **P-E-987(P04)-1**
 Project Name **5th Avenue - Benton St to SR 97**

BID OPENING
 Submit form PRIOR to award of contract

Current TIB Commitment
 \$ **244,150**

TOTAL COST ESTIMATE AT BID OPENING

DESIGN PHASE		CONSTRUCTION PHASE		
Design Engineering	Right of Way	Construction Engineering	Construction Other	Contract Amount
28,500		28,500	12,325	246,499
Phase Total	28,500	Phase Total		287,324
				Total Project Cost
				315,824

Include a cost breakdown for Construction Other
 None

DETERMINATION OF ELIGIBLE COST

Enter the current estimated totals for Landscaping and Other Noneligible Cost					
Engineering Over 30 Percent	Other Noneligible Cost	Total Landscaping Cost	Allowable Landscaping	Noneligible Landscaping	Total Noneligible Cost
0	0	0	0	0	0
Total Eligible Project Cost					315,824

Include a cost breakdown of Other Noneligible costs
 None

Change in Eligible Total Project Cost (Total Eligible Project Cost - Previous Phase Eligible Cost)	58,824
Calculated Total TIB funds	244,150

The maximum allowable TIB administrative increase can not exceed \$50,000

Requested Change	50,000
Requested Total TIB funds	294,150

Enter explanation for the change in Total Project Cost in the space below
 Increase in cost of construction

Based on the cost information shown above, the agency requests a TIB fund increase in the amount of \$50,000

FUNDING PARTNER PARTICIPATION

Update Funding Partner(s) and their current participation		
Funding Partners	Previous Commitment	Current Participation
TIB	244,150	294,150
OMAK	12,850	21,674
WSDOT	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
TOTALS	\$257,000	\$315,824

Funding Partner Total is Correct

REQUIRED ATTACHMENTS

- ▶ Submit BID TABULATIONS with Updated Cost Estimate
- ▶ Submit construction consultant agreement with Updated Cost Estimate
- ▶ Enter description & cost breakdown for work performed under Construction Other in cell B17
- ▶ Include a cost breakdown of Other Noneligible costs in cell B24
- ▶ Enter justification for COST INCREASE in cell B32

AGENCY OFFICIAL

By my signature below, I certify the costs shown are true and correct and I am authorized to financially indebt the agency.

Printed or Typed Name

Title

Signature & Date

REGISTERED ENGINEER

I certify the bid tabulations are accurate and correct.

Michael Meskimen, P.E.
Gray & Osborne, Inc.

Printed or Typed Name



Signature & Date

3/1/2023

BIDDER		ENGINEER'S ESTIMATE		ASCENT EXCAVATION, LLC		RUDNICK AND SONS, LLC		J.R. MASSIE & CO., LLC		LARRY BROWN CONSTRUCTION, INC.		HURST CONSTRUCTION, LLC		J.M. PACIFIC CONSTRUCTION, INC.		
BIDDER ADDRESS				106 N. Peah Ave. Cle Elum, WA 98922 993,341-02		61 East Dry Coolee Rd. Okanogan, WA 98846 839,664-00		201 Morgan St. Davenport, WA 99122 862,584-03		P.O. Box 29960 Bellingham, WA 98228 865,790-00		316 Urban Industrial Way East Wrentham, WA 98907 058,747-00		303 W. Northshore Dr. Moses Lake, WA 98807 817,820-00		
WASHINGTON STATE CONTRACTOR'S REG. NUMBER				ASCENT18976K9		RUDN1SL820MW		JRMASMC817QK		LARRYBC099BP		HURSTCL962DE		JMPACP813JW		
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.																
WASH STATE CONTRACTOR'S REG. NUMBER																
BID BOND OR OTHER GOOD FAITH TOKEN																
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization, Cleanup, and Demobilization	1 LS	\$33,000.00	\$33,000.00	\$46,051.80	\$46,051.80	\$5,071.00	\$5,071.00	\$43,500.00	\$43,500.00	\$41,400.00	\$41,400.00	\$28,000.00	\$28,000.00	\$30,000.00	\$30,000.00
2	Project Temporary Traffic Control	1 LS	\$15,000.00	\$15,000.00	\$7,174.40	\$7,174.40	\$9,266.00	\$9,266.00	\$4,950.00	\$4,950.00	\$7,100.00	\$7,100.00	\$7,000.00	\$7,000.00	\$8,000.00	\$8,000.00
3	Excavation, Embankment and Grading, Incl. Haul	260 CY	\$60.00	\$15,600.00	\$75.65	\$19,669.00	\$35.00	\$9,100.00	\$45.00	\$11,700.00	\$46.80	\$12,168.00	\$62.00	\$16,120.00	\$100.00	\$26,000.00
4	Gravel Borrow, Incl. Haul	100 TN	\$50.00	\$5,000.00	\$46.32	\$4,632.00	\$29.00	\$2,900.00	\$30.00	\$3,000.00	\$48.60	\$4,860.00	\$25.00	\$2,500.00	\$60.00	\$6,000.00
5	Controlled Density Fill	10 CY	\$200.00	\$2,000.00	\$219.55	\$2,195.50	\$200.00	\$2,000.00	\$200.00	\$2,000.00	\$200.00	\$2,000.00	\$350.00	\$3,500.00	\$180.00	\$1,800.00
6	Locate Existing Utility	3 EA	\$1,000.00	\$3,000.00	\$151.70	\$455.10	\$422.00	\$1,266.00	\$320.00	\$960.00	\$385.00	\$1,155.00	\$350.00	\$1,050.00	\$350.00	\$1,050.00
7	Crushed Surfacing Repair	490 SY	\$15.00	\$7,350.00	\$19.39	\$9,501.10	\$21.00	\$10,290.00	\$12.00	\$5,880.00	\$13.35	\$6,541.50	\$18.00	\$8,820.00	\$35.00	\$17,150.00
8	Commercial HMA Pavement Repair (Curb)	160 SY	\$109.00	\$16,600.00	\$69.28	\$11,084.80	\$175.00	\$28,000.00	\$123.50	\$19,760.00	\$121.00	\$19,360.00	\$170.00	\$27,200.00	\$75.00	\$12,000.00
9	Commercial HMA Pavement Repair (Driveway)	110 SY	\$100.00	\$11,000.00	\$68.34	\$7,517.40	\$144.00	\$15,840.00	\$123.50	\$13,585.00	\$123.45	\$13,579.50	\$150.00	\$16,500.00	\$80.00	\$8,800.00
10	Storm Sewer Pipe, 12-In. Dia. (Incl. Bedding)	50 LF	\$100.00	\$5,000.00	\$141.04	\$7,052.00	\$172.00	\$8,600.00	\$118.00	\$5,900.00	\$85.00	\$4,250.00	\$250.00	\$12,500.00	\$185.00	\$9,250.00
11	Catch Basin, Type 1	3 EA	\$2,000.00	\$6,000.00	\$2,043.00	\$6,129.00	\$2,483.00	\$7,449.00	\$2,650.00	\$7,950.00	\$3,000.00	\$9,000.00	\$2,200.00	\$6,600.00	\$3,800.00	\$11,400.00
12	Catch Basin, Type 2, 48-In. Dia.	3 EA	\$4,500.00	\$13,500.00	\$3,605.20	\$10,815.60	\$4,328.00	\$12,984.00	\$5,000.00	\$15,000.00	\$6,200.00	\$18,600.00	\$3,800.00	\$11,400.00	\$7,000.00	\$21,000.00
13	Infiltration Trench	60 LF	\$200.00	\$12,000.00	\$146.69	\$8,801.40	\$212.00	\$12,720.00	\$180.00	\$10,800.00	\$400.00	\$24,000.00	\$200.00	\$12,000.00	\$250.00	\$15,000.00
14	Trench Excavation Safety Systems	1 LS	\$1,500.00	\$1,500.00	\$1.00	\$1.00	\$341.00	\$341.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
15	Erosion Control and Water Pollution Prevention	1 LS	\$1,500.00	\$1,500.00	\$615.00	\$615.00	\$2,387.00	\$2,387.00	\$3,000.00	\$3,000.00	\$750.00	\$750.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00
16	Concrete Curb, Traffic Curb and Gutter	720 LF	\$60.00	\$42,000.00	\$60.87	\$43,826.40	\$62.00	\$44,640.00	\$67.00	\$48,240.00	\$58.35	\$42,012.00	\$69.00	\$49,680.00	\$85.00	\$61,200.00
17	Cement Conc. Driveway Entrance	110 SY	\$110.00	\$12,100.00	\$113.89	\$12,527.90	\$165.00	\$18,150.00	\$110.00	\$12,100.00	\$91.15	\$10,026.50	\$108.00	\$11,880.00	\$110.00	\$12,100.00
18	Cement Conc. Sidewalk	420 SY	\$95.00	\$39,900.00	\$85.38	\$35,859.60	\$120.00	\$50,400.00	\$91.00	\$38,220.00	\$75.30	\$31,626.00	\$94.00	\$39,480.00	\$95.00	\$39,900.00
19	Cement Conc. Curb Ramp	1 EA	\$2,500.00	\$2,500.00	\$3,208.00	\$3,208.00	\$3,325.00	\$3,325.00	\$3,350.00	\$3,350.00	\$4,200.00	\$4,200.00	\$4,400.00	\$4,400.00	\$4,000.00	\$4,000.00
20	Mailbox Support, Type 2	1 EA	\$500.00	\$500.00	\$609.80	\$609.80	\$500.00	\$500.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$1,900.00	\$1,900.00	\$3,000.00	\$3,000.00
21	Permanent Signage	1 LF	\$500.00	\$500.00	\$732.80	\$732.80	\$400.00	\$400.00	\$500.00	\$500.00	\$2,050.00	\$2,050.00	\$750.00	\$750.00	\$3,500.00	\$3,500.00
22	Painted Curb	70 LF	\$15.00	\$1,050.00	\$9.95	\$696.50	\$11.00	\$770.00	\$10.00	\$700.00	\$16.30	\$1,141.00	\$11.00	\$770.00	\$15.00	\$1,050.00
	Subtotal			\$247,600.00		\$239,456.20		\$246,499.00		\$256,545.00		\$260,519.50		\$275,450.00		\$298,200.00
	Sales Tax @ 0% (Per W.S. Revenue Rule 171)			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	TERO Tax @ 5%			\$12,380.00		\$11,972.81		\$12,324.95		\$12,827.25		\$13,025.98		\$13,772.50		\$14,910.00
	TOTAL CONSTRUCTION COST			\$259,980.00		\$251,429.01		\$258,823.95		\$269,372.25		\$273,545.48		\$289,222.50		\$313,110.00

Scaled bids were opened at the City of Omak, 2 North Ash Street, Omak, Washington 98841 on January 26, 2023, at 2:00 p.m. (local time).

I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.

Tim DeVries
TIM DEVRIES, P.E.

DATE: 1/2023
DRAWN: CH
CHECKED: TD
APPROVED: TD

CITY OF OMAK, WASHINGTON
5TH AVENUE SIDEWALK IMPROVEMENTS
GRAY & OSBORNE #20855

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: March 6, 2023

Subject: Resolution 30-2023 TIB Chip Seal Project

The Attached Resolution 30-2023, **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(007)-1**, is forwarded for your consideration.

The Transportation improvement board has awarded a grant for a Chip Seal Project. This project will allow the city to chip seal the remaining streets in east Omak. The work will be done using City and Okanogan County crews.

I support this resolution and recommend its approval.

RESOLUTION NO. 30-2023

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(007)-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 \$92,100.00, of which the Transportation Improvement Board will pay a maximum grant of \$87,495.00, and the City will provide the required match of \$4,605.00.

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 all necessary documents for the acceptance and administration of the grant.

INTRODUCED and passed this _____ day of _____, 2023.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney



Washington State Transportation Improvement Board

EXHIBIT A

TIB Members

Chair
Mayor Glenn Johnson
City of Pullman

Vice Chair
Councilmember Sam Low
Snohomish County

Amy Asher
Mason Transit Authority

Aaron Butters, PE
HW Lochner Inc.

Susan Carter
Hopelink

Kent Cash, PE
Port of Vancouver

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Dongho Chang, PE
WSDOT

Scott Chesney
Spokane County

Vicky Clarke
Cascade Bicycle Club/Washington Bikes

Mike Dahlem, PE
City of Sumner

Commissioner Al French
Spokane County

Councilmember Hilda Guzmán
City of Granger

Commissioner Scott Hutsell
Lincoln County

Les Reardanz
Whatcom Transportation Authority

Peter Rogalsky, PE
City of Richland

Mayor Kim Roscoe
City of Fife

Maria Thomas
Office of Financial Management

Jennifer Walker
Thurston County

Jane Wall
County Road Administration Board

December 02, 2022

Mr. Wayne Beetchenow
Public Works Director
City of Omak
Post Office Box 72
Omak, WA 98841-0072

Dear Mr. Beetchenow:

Congratulations! We are pleased to announce the selection of your project, 2022 Chip Seal Award, Multiple Locations, TIB project number 2-E-987(007)-1.

TIB is awarding 95.0000% of approved eligible project costs with a maximum grant of \$87,495.

Before any work is permitted on this project, you must complete the following:

- Verify the information on the attached Project Funding Status Form and, revise if necessary. Print, sign and email a scanned copy;
- Sign, scan and email one copy of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB;

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by December 2, 2023 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Andrew Beagle, TIB Project Engineer, at AndrewB@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov



Transportation Improvement Board

Project Funding Status Form

Agency Name: **OMAK**
Project Name: **2022 Chip Seal Award
Multiple Locations**

TIB Project Number: **2-E-987(007)-1**

Verify the information below and revise if necessary.
Email to: Your TIB Engineer

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	4,605	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	4,605	

Signatures are required from two different agency officials. Email a signed copy of this form to your TIB Engineer.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title



City of Omak
2-E-987(007)-1
2022 Chip Seal Award
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Omak
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 2022 Chip Seal Award, 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 95.0000 percent of approved eligible project costs up to the amount of \$87,495, 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

Small City Preservation Program (SCPP)
Approved Segment Listing
FY 2024 Seal Coat Program

OMAK

Street	Termini	Pavement Length	Pavement Width
5th Avenue E	Edmonds St S to Hanford St	1,200 feet	38 feet
6th Avenue E	Dayton St to E C/L	1,500 feet	25 feet
8th Avenue E	Jackson St to Dayton St	2,350 feet	38 feet
Dayton Street	6th Ave E to 8th Ave E	950 feet	28 feet
Edmonds Street S	5th Ave E to 8th Ave	1,400 feet	32 feet
Garfield Street S	SR 155 to 8th Ave E	950 feet	22 feet
Hanford Street	SR 155 to 8th Ave E	1,150 feet	22 feet
Index Street S	6th Ave E to 8th Ave E	950 feet	22 feet
Jackson Street	SR 155 to 8th Ave E	1,150 feet	54 feet

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: March 6, 2023

Subject: Resolution No. 31-2022 Amendment to J-U-B Engineers Omak Reservoir Bidding Phase Services Amendment

The Attached Resolution 31-2022, **A Resolution A RESOLUTION FO THE OMAK CITY COUNCIL APPROVING AMENDMENT TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC FOR THE AIRPORT RESERVIOR BIDDING SERVICES**, is forwarded for your consideration.

The Airport Reservoir project is the final phase of the airport water system improvements. The city has partnered with the DNR on the previous phases that installed a well, distribution system, and the design-specifications of the reservoir.

During the bidding phase of the project there were unforeseen circumstances that caused extra time to be put into the bidding process including an extension of the bidding period, adjustments to the bidder specs as well as a bid protest.

I support this Resolution and recommend its approval.

RESOLUTION NO. 31-2023

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AMENDMENT TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC. FOR THE AIRPORT RESERVIOR BIDDING SERVICES

WHEREAS, the City of Omak extended the contract with J-U-B Engineers, Inc. to provide On-Call Engineering Services at the Omak Municipal Airport; and

WHEREAS, it was necessary to secure professional engineer consulting services for the Omak Airport Water Reservoir Bidding; and

WHEREAS, J-U-B performed work beyond the scope of services provided in the original agreement; and

WHEREAS, the scope of work and engineering cost for providing these additional services is \$11,263.20 as shown on the attached Schedules Exhibit "A".

NOW, THEREFORE BE IT RESOLVED by the Omak City Council, that the Amendment to the Contract for Personal Engineering Services between the City of Omak and J-U-B Engineers, Inc., a copy of which is attached hereto as Exhibit "A" is hereby approved. The mayor is authorized to execute this document on behalf of the city.

PASSED AND APPROVED this ____ day of _____, 2023

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

HELPING EACH OTHER
CREATE BETTER COMMUNITIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

MEMORANDUM

DATE: 1/23/2022
TO: Todd McDaniel, City Administrator, City of Omak
CC:
FROM: Alex DelRiccio, P.E., J-U-B Engineers, Inc.
SUBJECT: Omak Airport Water Reservoir Bidding Services Additional Charges

Todd,

As we discussed recently, the City of Omak and J-U-B Engineers, Inc. entered into a professional services agreement to obtain engineering services for bidding the Omak Airport Water Reservoir on October 3rd, 2022 (Resolution 59-2022) for a total fee of \$16,100. Due to unforeseen circumstances J-U-B performed additional work beyond the scope of services and is requesting a contract amendment. The additional work is described below.

More time than anticipated was required to review and update the project documents originally prepared in February 2021, for bidding in November of 2022. During the bidding process, more questions from bidders were received than anticipated when the scope of work was prepared. The Agreement for Professional services assumed a 14-day bidding period for the project; however, bidders requested the bidding period be extended an additional week. The City of Omak accepted these requests in the interest of a thorough bidding process. The additional week of bidding required additional bidder questions to be addressed and administration time. In addition to the extension of the bidding period, following bid opening, a protest was issued by one of the bidders. J-U-B provided support to the City to address the bid protest, which was beyond the scope of services.

Based on the work required beyond the approved scope of services, J-U-B requests that the City of Omak amend the agreement in the amount of \$11,263.20. Attached is a proposed contract amendment for your review.



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Authorization for Contract Amendment

CLIENT: City of Omak
Project Name: Omak Airport Water Reservoir
J-U-B Project Number: 70-22-020

- 1. Amendments. The following amendments to Attachment 1 – Scope of Services, Basis of Fee and Schedule to the project referenced above have been or will be performed by J-U-B ENGINEERS, Inc. (J-U-B). These Amendments are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated September 8, 2022. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

See attached memo "Omak Airport Water Reservoir Bidding Services Additional Charges" dated 1/23/2023.

- 2. Verbal Authorization by CLIENT, if Applicable. J-U-B was verbally authorized by the CLIENT to provide these Amendments by:

Name Date

- 3. Payment for Amendments. Unless otherwise noted below, J-U-B will provide these Amendments on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

Other Basis for Payment:

On a time and materials basis not to exceed \$27,363.20 (Original contract amount \$16,100.00 + \$11,263.20 Additional Charges)

- 4. Schedule of Services. Due to the Amendments, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

Completed by January 10th, 2023.

Dated this 23 day of January, 2023,

CLIENT

J-U-B ENGINEERS, Inc.

By: Project Representative or Authorized Signatory for CLIENT

By: Project Representative or Authorized Signatory for J-U-B

Cindy Gagné, Mayor
Print or Type Name and Title

Layne L. Merritt, P.E., Assistant Area Manager
Print or Type Name and Title