AGENDA OMAK CITY COUNCIL MEETING Monday, May 19, 2025 – 7:00 PM

- A. CALL TO ORDER
- B. FLAG SALUTE
- C. <u>CITIZEN COMMENTS</u>
- D. CORRESPONDENCE AND MAYOR'S REPORT
- E. CONSENT AGENDA
 - 1. Approval of Minutes from May 5, 2025, Council Meeting
 - 2. Approval of 2025 Claims and May 7, 2025, Payroll

F. NEW BUSINESS

- Approve the Request for Firework Sales Permit J&M Liquidations, LLC
 Res. 31-2025 Approve Reimbursement Agreement with Spokane County
 Res. 32-2025 Approve Change Order No. 1 Julia Maley Treatment Facility
 Res. 33-2025 Approve Agreement with CivicPlus City Website
 Res. 34-2025 Approve Bid Award Rudnick Jonathan Ave Improvements
- **G. OTHER BUSINESS**
 - 1. Council Committee Reports
 - 2. Staff Reports



Our Council Meetings are conducted in person in addition to Zoom Meetings. Meeting information is located on our website at omakcity.com. If you need support or accommodations, contact the City Clerk in advance by phone at 509-826-1170 or by e-mail clerk@omakcity.com for assistance.

MEMORANDUM

TO:

Cindy Gagne

Omak City Council

FROM:

Jeremy Patrick, Fire Chief

DATE:

May 19, 2025

SUBJECT: Request for Fireworks Retail Sales Permit

J&M Liquidations LLC is requesting a retail fireworks sales permit for consumer fireworks to be sold at the Burger King parking lot from Noon on June 28, 2025 to Noon on July 6, 2025. They complied with all Washington State and City of Omak Regulations and needs council approval.

I recommend its approval.



Washington State Patrol Fire Protection Bureau Office of the State Fire Marshal **CONSUMER FIREWORKS RETAIL SALES (CFRS) FACILITY LICENSE**

Stand Number: SN-16140

G24509

Licensee Data

J&M, L.L.C.

Post Office Box 1463

Oroville, WA 98844

License Number: WSPFL-01656

Phone Number: (509) 322-5618

Operational Data

Wholesaler: J & M, LLC

County of Operation: Okanogan

Operates For:

J&M LLC

Stand Operated By:

J&M LLC

Date of Issue:February 20, 2025

Date of Expiration: January 31, 2026

Consumer Fireworks Retailer Licenses issued after May are ONLY valid for New Years Sales

This license is NOT valid without a permit from a local fire code official/authority having jurisdiction. This license allows for operation of a single location/stand for retail sales to the public of state legal consumer fireworks purchased only from a licensed fireworks wholesaler. THIS LICENSE PORTION ACCOMPANIES YOUR LOCAL PERMIT APPLICATION

3000-420-041 (10/18)

DRAYTON INSURANCE BROKERS, INC.

2500 CENTER POINT ROAD, SUITE 301 BIRMINGHAM, ALABAMA 35215 PHONE: (205) 854-5806 FAX: (205) 854-5899

POST OFFICE BOX 94067 BIRMINGHAM, ALABAMA 35220 EMAIL: dib@draytonins.com

CERTIFICATE OF INSURANCE

No. 530913

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded in publicate all the coverage afforded in t
afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.
and the insurance afforded is subject to all the terms, exclusions and conditions of the policy

INSURER

Admiral Insurance Company

POLICY NO. CA000018988-12

NAMED INSURED

R. Brown, Inc. 9400 Inspiration Drive Missoula, Montana 59808

POLICY TERM

March 1, 2025 to March 1, 2026; Both Days 12:01 A.M. Standard Time

COVERAGE

Premises-Operations Liability:

Occurrence Basis

☐ Claims Made Basis

LIMIT OF LIABILITY

\$500,000 each occurrence, \$3,000,000 general aggregate

The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.

INSURED OPERATIONS The sale of consumer fireworks (1.4G) and related products at the Insured location, during the period of operation.

It is certified that, for the period of operation stated below and when named below as such, this policy includes as Additional Insureds 1) the operator(s), sponsor(s), promoter(s), organizer(s), of the Insured Premises used principally for the retail sale of consumer fireworks supplied by the Named Insureds and/or 2) the owner(s), manager(s), tenant(s), mortgagee(s) (including other entities having similar interests), of the property on which the Insured Premises is located and/or 3) the licensing authority issuing a permit or license for the operation of the Insured Premises and/or 4) any entity for which the Named Insured is required, by written contract, to provide insurance such as is afforded by the terms of this policy.

NAME(S) OF ADDITIONAL INSURED(S)

J&M LLC P.O. BOX 1463

OROVILLE, WA 98844 ALL AGENTS & ASSIGNS BURGER KING 601 OMACHE DRIVE

601 OMACHE DRIVI OMAK, WA 98841 CITY OF OMAK 16 N. ASH OMAK, WA 98841

ALL AGENTS & ASSIGNS

ADDRESS OF INSURED PREMISES

BURGER KING 601 OMACHE DRIVE OMAK, WA 98841

PERIOD OF OPERATION

JUNE 15, 2025 THRU JULY 15, 2025

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

DRAYTON INSURANCE BROKERS, INC.

3-27-2025

DATE OF ISSUE

A.J. STRINGER, PRESIDENT



MEMORANDUM

To: Omak City Council

Cindy Gagné, Mayor

From: Daniel J. Christensen, Police Chief

Date: May 19 ,2025

Subject: Resolution 31-2025 – Reimbursement to Spokane County

The attached Resolution No. 31-2025, Authorizing the reimbursement between the City of Omak and Spokane County for 2025, is submitted for your approval.

This Resolution authorizes the Mayor to execute the agreement for 2025. The Police Department had the opportunity to hire an officer already in the academy working for Spokane County who desires to work for the City of Omak. The officer graduated May 13, 2025. The costs of reimbursement to Spokane County are for academy costs that the city would have been responsible for if we had initiated the new officer hire. This process has been discussed with the Public Safety Committee.

I support this Resolution and request Council approval.

RESOLUTION NO. 31-2025

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A REIMBURSEMENT AGREEMENT WITH SPOKANE COUNTY FOR POLICE ACADEMY COSTS.

WHEREAS, the Omak Police Department has recently had three officers' separate employment; and

WHEREAS, the current Civil Service hiring list does not include interest from any Lateral Officers; and

WHEREAS, an entry level candidate on our list was hired by Spokane County and entered the Washington State Police Academy, prior to the city making an employment offer; and

WHEREAS, this entry level officer would prefer to work for the City of Omak; and

WHEREAS, the Chief of Police has negotiated cost reimbursement to Spokane County for their investment in the Academy training for this officer; and

WHEREAS, this agreement fairly reimburses Spokane County for their training investment in the new police officer, provides the officer with a more suitable place of employment, and allows the Omak Police Department to fill one of its vacancies in a timelier manner.

NOW. THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL, that the reimbursement agreement between the City of Omak and Spokane County, attached hereto as Exhibit "A", for the reimbursement of police academy costs, is approved.

DATED this	day of	, 2025.
		APPROVED:
		Cindy Gagné, Mayor
ATTEST:		APPROVED AS TO FORM:
Connie Thomas, City Cler	·k	Michael D. Howe, City Attorney

REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF OMAK AND SPOKANE COUNTY

THIS AGREEMENT is made by and between the City of Omak, a political subdivision of the State of Washington and a municipal corporation, hereinafter referred to as the "City," and Spokane County, a political subdivision of the State of Washington and a municipal corporation, hereinafter referred to as the "County."

RECITALS

- A. [Guadlupe Gutierrez Gonzalez] (the "Officer") is currently employed as a deputy sheriff cadet with the County, and is presently attending the Washington State Criminal Justice Training Commission's Basic Law Enforcement Academy (the "Academy"). While at the Academy, the Officer has been paid wages by the County and the County has paid for the expenses relating to his attendance at and participation in the Academy.
- B. The Officer has expressed a desire to work for the City as a commissioned law enforcement officer in the City's police department following his successful completion of the Academy. The City is interested in employing the Officer as a commissioned law enforcement officer in its police department, presuming the Officer successfully completes the Academy, and can satisfy any additional requirements for such position of employment with the City.
- C. Subject to the terms and conditions of this Agreement, if the Officer becomes employed as a commissioned law enforcement officer with the City, the County is willing to waive and release any rights, remedies, claims and/or causes of action it may have to prevent the Officer from being so employed by the City and/or to seek compensation from the City or the Officer for the wages paid to the Officer during his time at the Academy and/or for the expenses paid by the County for the Officer to attend and participate in the Academy.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

AGREEMENT

The parties agree as follows:

- 1. <u>Organization:</u> No separate legal or administrative entity shall be created as a result of this Agreement. Each of the parties hereto is acting independently of the other in entering into this Agreement and in exercising its rights and in carrying out its responsibilities pursuant to this Agreement. In no event shall the parties be deemed to be partners or joint ventures, employers or the agent for the other party.
- 2. <u>Notice and Payment to County:</u> If at the time of the Officer's successful completion/graduation of the Academy, or within three (3) months following said graduation, the Officer becomes employed as a commissioned law enforcement officer the City's police

department, the City's police chief shall provide written notice thereof to the Spokane County Sheriff within a reasonable amount of time, and, within ninety (90) days of the start of the Officer's employment with the City, shall issue payment to the County in the amount of Thirty Eight Thousand Five Hundred Forty Seven Dollars (\$38,547.00), made payable to the Spokane County Sheriff's Office.

- 3. <u>Waiver and Release of Claims:</u> In exchange for the promises and duties of the City arising under this Agreement, the County forever and irrevocably promises and covenants not to sue and to fully release and discharge the City, as well as all the City's elected officials, officers, agents, attorneys, insurers, employees, representatives, successors and assigns, past and present, and each of them, hereinafter together and collectively referred to as the "Releasees" with respect to and from any and all any rights, remedies, claims and/or causes of action the County may have or own to prevent the Officer from being employed by the City and/or to seek compensation from the City or the Officer for the wages paid to the Officer during his time at the Academy and/or for the expenses paid by the County for the Officer to attend and participate in the Academy.
- 4. <u>Assistance:</u> If the Officer becomes employed as a commissioned law enforcement officer with the City, the parties will take the steps necessary to facilitate and effectuate the transition of the Officer's State retirement/pension benefits, to the extent required and/or authorized by law.
- 5. <u>Written Notice:</u> Any written notice required by this Agreement shall be sent to the parties at the following addresses:

City of Omak Attn: Chief Dan Christensen P.O. Box 72, 8 Ash. St. N Omak, WA 98841 Spokane County Attn: Sheriff John Nowels 1100 W. Mallon Ave. Spokane, WA 99260

- 6. <u>Complete Agreement:</u> This Agreement constitutes and contains the entire agreement and understanding concerning the subject matters addressed herein between the parties, and supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matters hereof. This Agreement is a fully integrated document.
- 7. <u>Effect of Finding of Partial Invalidity:</u> If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.
- 8. Joint Preparation: All the parties have cooperated in the drafting and preparation of this Agreement, and in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter.

- 9. <u>Binding Agreement:</u> This Agreement and all of its terms shall be binding upon each party's representatives, heirs, executors, administrators, successors and assigns.
- 10. <u>Effective Date:</u> This Agreement shall become effective immediately following execution by the last of the parties hereto.

City of Omak	
	Dated:
Cindy Gagné, Mayor	
ATTEST:	
City Clerk	
APPROVED AS TO FORM AND CONTENT:	
City Attorney	
Spokane County	
Kevin Richey, Undersheriff	Dated:
Kevin Kieney, Ondersheim	

MEMORANDUM

To: Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: May 19, 2025

Subject: Resolution No. 32-2025 Approval of Change Order No. 1 – Julia Maley

Park Well Treatment Project

Purpose:

The purpose of this memo is to request City Council approval for Change Order No. 1 for the Julia Maley Park Well Treatment project. The contractor, Rudnick & Sons Excavation, has submitted this change order at the City's request to revise site fencing and gates and to install snow guards on the filter building roof.

Background:

The original contract for the Julia Maley Park Well Treatment project was awarded to Rudnick & Sons Excavation in the amount of \$2,102,200.00 (excluding tax). The project is currently in progress and remains within the originally authorized scope and budget.

Change Order Details:

Item	n Description	Amount	Added Days
1	Site Fencing and Gate Revisions	\$ \$8,024.65	3 days
2	Installation of Snow Guards	\$5,613.63	2 days
	Total Increase	\$13,638.28	5 working days

Recommendation:

I approve this Resolution and recommend its approval.

RESOLUTION NO. 32-2025

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN RUDNICK & SONS EXCAVATION AND THE CITY OF OMAK FOR JULIA MALEY PARK WELL TREATMENT PROJECT

WHEREAS, the City of Omak previously entered into a public works contract with Rudnick & Sons Excavation for the Julia Maley Park Well Treatment project in the amount of \$2,102,200.00 (excluding tax); and

WHEREAS, the City requested changes to the project, including site fencing and gate revisions and the installation of snow guards, to improve safety and site access; and

WHEREAS, these changes require a contract modification in the amount of \$13,638.28 and an extension of the project duration by five (5) working days; and

WHEREAS, Gray & Osborne, Inc., the City's engineering consultant, has reviewed and recommended the approval of Change Order No. 1.

NOW, THEREFORE, BE IT RESOLVED by the Omak City Council, that Change Order No.1 to the contract for the Julia Maley Park Well Treatment project, a copy of which is attached hereto as Exhibit "A", is now approved and the Mayor is authorized to execute said Change Order for and on behalf of the City.

PASSED BY THE CITY COU	NCIL this day of, 2025.
	APPROVED:
	Cindy Gagné, Mayor
ATTEST:	APPROVED AS TO FORM:
Connie Thomas, City Clerk	Michael D. Howe, City Attorney

CHANGE ORDER

Project Title Julia Maley Park Well Treatment

Owner City of Omak Contractor Name Rudnick & Sons

Excavation

Change Order No. 1 Contractor Address 61 East Coulee Road

Change Order Date May 15, 2025 **G&O No.** 23803.01

Okanogan, WA 98840

The following changes are hereby made to the Contract Documents:

ITEM 1: Site Fencing and Gate Revisions

The work includes all costs for furnishing all material, labor, tools, equipment, and incidentals necessary to install site fencing, gates, and bollards as shown on the attached revised plansheet. The work includes, but is not limited to, dewatering, excavation, removal and disposal of surplus excavated materials; removal, storage, and reinstallation of existing fencing materials; furnishing and installing new concrete, bollards, and fencing materials, all other items necessary to accomplish the work and dealing with all other interferences to perform the work.

The lump sum cost for this work is: \$8,024.65

Justification: The additional work is at the request of the Owner.

Working Days: 3 working days are added to the Substantial and Physical Completion Contract Times.

ITEM 2: Installation of Snow Guards

The work includes all costs for furnishing all material, labor, tools, equipment, and incidentals necessary to install two rows of snow guards on one side of the filter building roof facing the existing building. The work includes, but is not limited to, furnishing and installing 2 rows of snow guards, all other items necessary to accomplish the work and dealing with all other interferences to perform the work.

The lump sum cost for this work is: \$5,613.63

Justification: The additional work is at the request of the Owner.

Working Days: 2 working days are added to the Substantial and Physical Completion Contract Times.

CHANGE TO CONTRACT PRICE

Original Contract Amount (without tax):	\$2,102,200.00
Current Contract Amount, as adjusted by previous change orders:	
The Contract Amount due to this Change Order will be increased by:	
The new Contract Amount (without tax) due to this Change Order will be:	

CHANGE TO CONTRACT TIME

The Substantial Completion Contract Time will be increased by 5 working days, for a total of 185 working days.

The Physical Completion Contract Time will be increased by 5 working days, for a total of 195 working days.

This document will become a supplement to the Contract and all provisions in the Contract will apply hereto. The Contractor acknowledges and agrees that by executing this change order he foregoes all rights and privileges of acquiring any additional compensation for any known or unknown claims of any type or nature, to include but not be limited to, any additional work, delays, extended office overhead, design omissions, changed site conditions, or any oral directions as of the date of the execution of this change order.

GRAY & OSBORNE, INC. (RECOMMENDED)	Date
RUDNICK & SONS	
EXCAVATION (ACCEPTED)	Date
CITY OF OMAK (ACCEPTED)	Date



INTEROFFICE MEMORANDUM

TO: MAYOR GAGNÉ

OMAK CITY COUNCIL

FROM: FINANCE DEPARTMENT

SUBJECT: RES. 33-2025 – AGREEMENT WITH CIVICPLUS

DATE: MAY 19, 2025

The attached Resolution 33-2025, a Resolution Approving an Agreement with CivicPlus for Website Hosting, is forwarded for your consideration.

In 2022 our then website hosting company, Municode alerted us to a merger with CivicPlus. At that time, we were also made aware that we would eventually need to upgrade our site to a new version.

More than a month ago, Civic Plus called and let us know that our current website will no longer be supported. All websites with "Version 7" like ours are in a massive migration. I have had three Zoom Meetings viewing the updated site, discussing the new formatting and pricing. Exhibit "A" Statement of Work shows the total cost for one year which is \$4,000. Our annual payment has been \$2,700 so this will be an increase of \$1,300. The renewal will begin June 1st with a 5% increase after two years.

The City relies heavily on our website to engage with community. I recommend we stay with CivicPlus and have them migrate our website to the newest version.

I support this Resolution.

RESOLUTION NO. 33-2025

A PROFESSIONAL SERVICES AGREEMENT BETWEEN CIVICPLUS AND THE CITY OF OMAK FOR WEBSITE MIGRATION, HOSTING, AND SUPPORT

WHEREAS, the City of Omak requires Professional Services for migration, hosting and support of the City's website; and

WHEREAS, in 2022, our hosting company, Municode merged with CivicPlus; and

WHEREAS, our current website platform "Version 7" will no longer be supported and will need to be migrated to their new platform; and

WHEREAS, our current agreement will expire this month, and the Master Services Agreement attached as Exhibit "A" will renew on June 1, 2025, in the amount of \$4,000.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, Washington that the Master Services Agreement, attached hereto between the CITY OF OMAK, a municipal corporation, and <u>CivicPlus</u>, is hereby approved. The Agreement will renew annually.

INTRODUCED and passed this	day of, 2025
	APPROVED:
	Cindy Gagné, Mayor
ATTEST:	APPROVED AS TO FORM:
Connie Thomas, City Clerk	Michael Howe, City Attorney



CivicPlus

302 South 4th St. Suite 500 Manhattan, KS 66502

Statement of Work

Quote #: Q-94804-1

Date: 3/10/2025 10:05 AM

Expires On: 6/1/2025

Client: Bill To:

City of Omak, WA OMAK CITY, WASHINGTON

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Steven Skok		steven.skok@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Meeting Migration	All publicly available word / pdf formatted meetings and agendas migrated
1.00	Group Training	3 seats of pre-scheduled joint training sessions up-to 3-hours per session
1.00	Content Migration	All publicly available non-time sensitive published content migrated while maintaining formatting. Spelling & Links check completed.
1.00	Migration Standard Implementation	System Modification Implementation

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	SSL Management CivicPlus Provided Renewal	SSL Management CivicPlus Provided Renewal
1.00	DNS and Domain Hosting Annual Fee Renewal	DNS and Domain Hosting Annual Fee Renewal
1.00	Municipal Websites Central: Starter Premium Annual Fee Renewal	Municipal Websites Central: Premium Annual Fee Renewal
1.00	Starter Hosting and Security Annual Fee Renewal	Municipal Websites Central: Module Based Hosting and Security Annual Fee

Total Investment - Initial Term	USD 4.000.00
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L	Annual Recurring Services (Subject to Uplift)	USD 4,000.00
	Initial Term	6/1/2025 - 5/31/2026, Renewal Term 6/1 each calendar year
Γ	Initial Term Invoice Schedule	100% invoiced on Initial Term start date.
Γ	Renewal Procedure	Automatic 1 year renewal term, unless 60
		days notice provided prior to renewal date
Ī	Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Acceptance of Quote # Q-94804-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

<u>Authorized Client Signature</u>	<u>CivicPlus</u>
By (please sign):	By (please sign):
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Organization Legal Name:	
Billing Contact:	
Title:	
Billing Phone Number:	
Billing Email:	
Billing Address:	
Mailing Address: (If different from above)	
PO Number: (Info needed on Invoice (PO or	Job#) if required)



CivicPlus Master Services Agreement

This Master Services Agreement (this "Agreement") governs all Statements of Work ("SOW") entered into by and between CivicPlus, LLC ("CivicPlus") and the customer entity identified on the SOW ("Customer"). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW ("Effective Date"). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as "Party" and jointly as "Parties".

Recitals

- I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the "Services"); and
- **II. WHEREAS**, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

- 1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the "Term"). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer's non-payment. Upon termination for Customer's breach, Customer's right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.
- 2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy



provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

- 4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.
- 5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.
- 6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

- 7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.
- 8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and



intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

- 9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.
- 10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property, The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.
- 11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.
- 12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.
- 13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing



innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services ("New Services"), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the "Feedback"). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus—negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

Responsibilities of the Parties

- 16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.
- 17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.
- 18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.



- 19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.
- 20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.
- 21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.
- 22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

- 23. CivicPlus shall, at all times, comply with the terms and conditions of its <u>Privacy Policy</u>. CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our <u>Privacy Policy</u>; or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.
- 24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.
- 25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application



agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

CivicPlus Support

- 27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center (civicplus.help) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (https://www.civicplus.help/hc/en-us/requests/new).
- 28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.
- 29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center (civicplus.help) to obtain each product's support hours. After hours support is available by toll- free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.
- 30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.



Limitation of Liability

- 32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
- 33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
- 34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

- 35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.
- 36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.
- 37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES.EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.
- 38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN



THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

- 42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.
- 43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.



Miscellaneous Provisions

- 44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
- 45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."
- 46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
- 47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Customer.
- 48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer's continued use of the Services following such updates constitutes Customer's acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

MEMORANDUM

To: Omak City Council

Cindy Gagné, Mayor

From: Wayne Beetchenow

Public Works Director

Date: May 19, 2025

Subject: Resolution No. 34-2025 Approving an Award of contract for Jonathan

Avenue Improvements Project G&O #24834.00 & #24865.00

The Attached Resolution: A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AWARD OF THE CONTRACT FOR JONATHAN AVENUE IMPROVEMENTS PROJECT G&O #24834.00 & #24865.00 is forwarded for your consideration.

This project will construct Jonathan Avenue between Pine Street and Quince Street.

Based on the evaluation and recommendation from G&O and City staff we recemend aproveal of the contract with Rudnick and Sons, LLC

We are requesting approval of this resolution.

RESOLUTION NO 34-2025

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AWARD OF THE CONTRACT FOR JONATHAN AVENUE IMPROVEMENTS PROJECT G&O #24834.00 & #24865.00

WHEREAS, the Jonathan Avenue Improvements Project was advertised for bids in the Daily Journal of Commerce and the Omak Chronicle, April 30, 2025, and again on May 7, 2025; and

WHEREAS, bids were received until 11:00 am on Wednesday, May 14, 2025, and then opened and publicly read aloud; and

WHEREAS, a total of seven bids were received; and

WHEREAS, the Cities Consulting Engineers, Gray & Osborne, Inc. 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 contingent on funding agency approval.

NOW, THEREFORE BE IT RESOLVED by the Omak City Council, that the Contract for Jonathan Avenue Improvements Project G&O #24834.00 & #24865.00, a copy of which is available for inspection in the Clerk's Office, be awarded to Rudnick and Sons, LLC, in the amount of \$647,522.13, contingent on funding agency approval. The Mayor is authorized to execute all necessary contract documents.

PASSED AND APPROVED BY TI	HE OMAK CITY COUNCIL this day o
	SIGNED:
	Cindy Gagné, Mayor
ATTEST:	
Connie Thomas, City Clerk	
APPROVED AS TO FORM:	
Michael Howe, City Attorney	



May 16, 2025

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

SUBJECT: REVIEW OF BIDS, JONATHAN AVENUE IMPROVEMENTS

CITY OF OMAK, OKANOGAN COUNTY, WASHINGTON

G&O #24834.00 & #24865.00

Dear Mr. McDaniel:

On May 14, 2025, the City of Omak received seven responsive bids for the Jonathan Avenue Improvements. The responsive bids ranged from \$647,522.13 to \$798,650.20. The Engineer's Estimate was \$831,335.25. Each proposal was checked for correctness of extensions of the prices per unit and the total price. Six corrections were made; however, these corrections did not change the position of the low bidder. The bidders and their respective bid amounts, including sales tax where applicable, are as follows:

1.	Rudnick & Sons, LLC (Okanogan, Washington)	\$647,522.13
2.	J.R. Construction, LLC (Post Falls, Idaho)	\$673,265.70
3.	Pipkin Construction (Wenatchee, Washington)	\$752,597.55
4.	Selland Construction, Inc. (Wenatchee, Washington)	\$763,547.16
5.	KRCI, LLC (Least Wenatchee, Washington)	\$780,336.95
6.	24/7 Property Maintenance, LLC (Omak, Washington)	\$783,124.85
7.	Hurst Construction, LLC (Wenatchee, Washington)	\$798,650.20
	Engineer's Estimate	\$831,335.25

The lowest responsive bidder, Rudnick & Sons, LLC, of Okanogan, Washington, is currently a Washington State registered and licensed Contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. To our knowledge, the lowest bidder has not claimed bid error and no formal bidding protests have been recorded. In accordance with RCW 39.04, we have verified the lowest bidder, Rudnick & 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



Mr. Todd McDaniel May 16, 2025 Page 2

Bidder Criteria information submitted by Rudnick & Sons, LLC, 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:

Rudnick & Sons, LLC 61 East Dry Coulee Road Okanogan, Washington 98840

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

Sincerely,

GRAY & OSBORNE, INC.

Jun Della

Tim DeVries, P.E.

TDV/sr Encl.

By email

	BIDDER BIDDER ADDRESS	ENGINEER'S ESTIMATE RUDNICK & SONS, LLC ODRESS 61 East Dry Coulee Road Okanogan, WA 98840		,		JR CONSTRUCTION 3999 St. Joe Avenue		PIPKIN CONSTRUCTION P.O. BOX 3181		SELLAND CONSTRUCTION P.O. Box 119		KRCI, LLC 125 SE McGee Street		24/7 PROPERTY MAINTENANCE P.O. Box 541		HURST CONSTRUCTION P.O. Box 990		
	DIDDER (IDDICES)			Post Falls, ID 83854		Wenatchee, WA 98807		Wenatchee, WA 98807		East Wenatchee, WA 98802				Wenatchee, WA 98807				
	VASHINGTON STATE WORKMAN'S COMP. ACCT. NO.			689,664-00		910,542-00 JRCONC*812QK		879,344-00 PIPKIC*066JA		97-04	110,251-00 KRCILL*943DZ		165,783-00		058,474-00			
	WASHINGTON STATE CONTRACTOR'S REG. NUMBER				RUDNISL820MW					C*372NO				M916QW		CL952DE		
	BID BOND OR OTHER GOOD FAITH TOKEN			5% BID			5% BID BOND			5% BID		5% BID		5% BID BOND		5% BID BOND		
	DID BOND ON OTHER GOOD PAITH TOKEN				370 BID	ВОПЬ	370 BID	ВОПЬ	5% BID BOND		370 BIL	BOND	370 BID	BOND	370 B1	D BOND	370 BID BOND	
NO.	ITEM	OHANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	EDULE A: ROADWAY RECONSTRUCTION	QUINTITI	CIVITINGEL	MWOCIVI	CIVITITACE	MINIOCIVI	CIVII TIGEE	ANIOCIVI	CIVITINGE	MINIOUTI	OTTI TICE	711/100111	CIVII I IGEL	THIOCHT	CIVII TIGEL	AMOUNT	CIVITINGE	AMOCIVI
	Mobilization, Cleanup, and Demobilization	1 LS	\$58,000.00	\$58,000.00	\$35,000.00	\$35,000.00	\$50,000.00	\$50,000.00	\$45,000.00	\$45,000.00	\$60,000.00	\$60,000.00	\$62,000.00	\$62,000.00	\$50,000.00	\$50,000.00	\$76,000.00	\$76,000.00
	Project Temporary Traffic Control	1 LS	\$15,000.00	\$15,000.00	\$4,000.00	\$4,000.00	\$20,000.00	\$20,000.00	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00	\$17,000.00	\$17,000.00	+ ,	\$5,000.00	\$5,000.00	\$5,000.00
-	Work Zone Safety Contingency	1 FA	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00		\$750.00	\$750.00	\$750.00
	SPCC Plan	1 LS	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$100.00	\$100.00	\$250.00	\$250.00		\$2,000.00	\$50.00	\$50.00
	Clearing and Grubbing	1 LS	\$20,000.00	\$20,000.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$7,000.00	\$7.000.00	\$30,000.00	\$30,000.00	\$6,300.00	\$6,300.00	· · · · · · · · · · · · · · · · · · ·	\$5,000.00	\$10,500.00	\$10,500.00
	Excavation, Embankment and Grading, Incl. Haul	980 CY	\$45.00	\$44,100.00	\$26.00	\$25,480.00	\$30.00	\$29,400.00	\$40.00	\$39,200.00	\$20.00	\$19,600.00	\$58.00	\$56,840.00	· ·	\$98,000.00	\$53.00	\$51,940.00
_	Locate Existing Utilities	2 EA	\$800.00	\$1,600.00	\$720.00	\$1,440.00	\$400.00	\$800.00	\$1,000.00	\$2,000.00	\$550.00	\$1,100.00	\$650.00	\$1,300.00	-	\$5,000.00	\$950.00	\$1,900.00
	Crushed Surfacing Base Course	860 TN	\$40.00	\$34,400.00	\$42.00	\$36,120.00	\$36.00	\$30,960.00	\$30.00	\$25,800.00	\$45.00	\$38,700.00	\$43.00	\$36,980.00		\$64,500.00	\$43.60	\$37,496.00
	Crushed Surfacing Top Course	390 TN	\$45.00	\$17,550.00	\$50.00	\$19,500.00	\$38.00	\$14,820.00	\$45.00	\$17,550.00	\$55.00	\$21,450.00	\$43.00	\$16,770.00		\$29,250.00	\$43.60	\$17,004.00
	Crushed Surfacing Repair	360 SY	\$15.00	\$5,400.00	\$20.00	\$7,200.00	\$11.00	\$3,960.00	\$28.00	\$10,080.00	\$15.00	\$5,400.00	\$20.00	\$7,200.00		\$3,600.00	\$25.00	\$9,000.00
	Ballast Surfacing Repair	130 SY	\$25.00	\$3,250.00	\$37.00	\$4,810.00	\$11.00	\$1,430.00	\$37.00	\$4,810.00	\$13.00	\$2,340.00	\$10.00	\$1,300.00		\$1,950.00	\$25.00	\$3,250.00
	Commercial HMA, Cl. 1/2" PG 64H-28	430 TN	\$160.00	\$68,800.00	\$140.00	\$60,200.00	\$188.00	\$80,840.00	\$150.00	\$64,500.00	\$160.00	\$68,800.00	\$183.00	\$78,690.00	-	\$62,350.00	\$171.00	\$73,530.00
	,		\$85.00	,	\$137.00	\$19,180.00	\$188.00	\$14,000.00	\$70.00	,	\$100.00	\$14,000.00	\$183.00	\$12,600.00		\$62,330.00	\$171.00	\$15,260.00
	Storm Sewer Pipe, 8 In. Diam. (Incl. Bedding)	140 LF		\$11,900.00						\$9,800.00			*****					
	Catch Basin, Type 1	6 EA	\$2,200.00	\$13,200.00	\$2,100.00	\$12,600.00	\$1,600.00	\$9,600.00 \$10,200.00	\$2,200.00	\$13,200.00	\$2,800.00	\$16,800.00	\$3,300.00 \$5,000.00	\$19,800.00		\$10,800.00 \$25,500.00	\$2,600.00	\$15,600.00
	Catch Basin, Type 2, 48 In. Diam.	3 EA	\$4,700.00	\$14,100.00	\$7,000.00	\$21,000.00	\$3,400.00		\$4,000.00	\$12,000.00	\$5,000.00	\$15,000.00		\$15,000.00	· · · · · · · · · · · · · · · · · · ·		\$5,800.00	\$17,400.00
	Infiltration Trench	180 LF	\$240.00	\$43,200.00	\$127.00	\$22,860.00	\$100.00	\$18,000.00	\$300.00	\$54,000.00	\$240.00	\$43,200.00	\$170.00	\$30,600.00		\$45,000.00	\$234.00	\$42,120.00
	Adjust Manhole	1 EA	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$400.00	\$400.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	-	\$500.00	\$830.00	\$830.00
	Irrigation Facility Adjustments	2 EA	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$750.00	\$1,500.00	\$1,500.00	\$3,000.00	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00		\$1,000.00	\$520.00	\$1,040.00
_	Trench Excavation Safety Systems	1 LS	\$1,000.00	\$1,000.00	\$400.00	\$400.00	\$500.00	\$500.00	\$500.00	\$500.00	\$0.10	\$0.10	\$250.00	\$250.00		\$10,000.00	\$1.00	\$1.00
	Bank Run Gravel for Trench Backfill	30 CY	\$50.00	\$1,500.00	\$47.00	\$1,410.00	\$30.00	\$900.00	\$50.00	\$1,500.00	\$40.00	\$1,200.00	\$25.00	\$750.00		\$300.00	\$57.00	\$1,710.00
	Adjust Valve Box	4 EA	\$800.00	\$3,200.00	\$500.00	\$2,000.00	\$400.00	\$1,600.00	\$1,500.00	\$6,000.00	\$1,000.00	\$4,000.00	\$500.00	\$2,000.00		\$800.00	\$520.00	\$2,080.00
	Erosion Control and Water Pollution Prevention	1 LS	\$2,624.00	\$2,624.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	4 - 7	\$5,000.00	\$1.00	\$1.00
	Cement Conc. Traffic Curb and Gutter	940 LF	\$40.00	\$37,600.00	\$29.00	\$27,260.00	\$33.75	\$31,725.00	\$35.00	\$32,900.00	\$35.00	\$32,900.00	\$36.00	\$33,840.00	· ·	\$42,300.00	\$46.50	\$43,710.00
	Cement Conc. Pedestrian Curb	340 LF	\$45.00	\$15,300.00	\$40.00	\$13,600.00	\$37.50	\$12,750.00	\$42.00	\$14,280.00	\$45.00	\$15,300.00	\$60.00	\$20,400.00		\$15,300.00	\$53.00	\$18,020.00
_	Cement Conc. Driveway Entrance	90 SY	\$120.00	\$10,800.00	\$92.00	\$8,280.00	\$112.50	\$10,125.00	\$210.00	\$18,900.00	\$200.00	\$18,000.00	\$130.00	\$11,700.00		\$1,800.00	\$109.00	\$9,810.00
	Cement Conc. Sidewalk	460 SY	\$95.00	\$43,700.00	\$85.00	\$39,100.00	\$100.00	\$46,000.00	\$120.00	\$55,200.00	\$185.00	\$85,100.00	\$100.00	\$46,000.00		\$30,360.00	\$95.00	\$43,700.00
	Cement Conc. Curb Ramp	3 EA	\$3,000.00	\$9,000.00	\$3,000.00	\$9,000.00	\$2,125.00	\$6,375.00	\$3,500.00	\$10,500.00	\$3,300.00	\$9,900.00	\$4,800.00	\$14,400.00	· · · · · · · · · · · · · · · · · · ·	\$3,000.00	\$3,825.00	\$11,475.00
	Mailbox Support, Type 1	1 EA	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$400.00	\$400.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$1,700.00	\$1,700.00	-	\$500.00	\$580.00	\$580.00
	Illumination System	1 LS	\$110,000.00	\$110,000.00	\$120,000.00	\$120,000.00	\$115,000.00	\$115,000.00	\$120,000.00	\$120,000.00	\$100,000.00	\$100,000.00	\$105,000.00	\$105,000.00			\$128,000.00	\$128,000.00
	Permanent Signing	1 LS	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$9,000.00	\$9,000.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00	\$8,600.00	\$8,600.00		\$3,000.00	\$11,500.00	\$11,500.00
_	Paint Line	2,350 LF	\$2.00	\$4,700.00	\$2.00	\$4,700.00	\$1.00	\$2,350.00	\$2.00	\$4,700.00	\$1.80	\$4,230.00	\$2.00	\$4,700.00		\$11,750.00	\$1.72	\$4,042.00
	Plastic Stop Line	60 LF	\$20.00	\$1,200.00	\$30.00	\$1,800.00	\$27.00	\$1,620.00	\$30.00	\$1,800.00	\$28.00	\$1,680.00	\$33.00	\$1,980.00		\$300.00	\$29.00	\$1,740.00
	Plastic Crosswalk Line	170 SF	\$15.00	\$2,550.00	\$21.00	\$3,570.00	\$18.00	\$3,060.00	\$20.00	\$3,400.00	\$19.00	\$3,230.00	\$22.00	\$3,740.00		\$1,700.00	\$16.00	\$2,720.00
34	Segmental Concrete Retaining Wall	270 SF	\$100.00	\$27,000.00	\$65.00	\$17,550.00	\$100.00	\$27,000.00	\$70.00	\$18,900.00	\$70.00	\$18,900.00	\$90.00	\$24,300.00	\$45.00	\$12,150.00	\$55.00	\$14,850.00
				0.01.12.12.						D < 4		0.40.000.15				0.000.000		0.000
	Subtotal, Schedule A			\$631,424.00		\$537,910.00		\$567,565.00		\$614,770.00		\$649,980.10		\$647,240.00		\$639,460.00		\$672,609.00
	Sales Tax @ 0% (Per W.S. Revenue Rule 171)			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	TOTAL CONSTRUCTION COST, SCHEDULE	A		\$631,424.00		\$537,910.00		\$567,565.00		\$614,770.00		\$649,980.10		\$647,240.00		\$639,460.00		\$672,609.00

DATE: 5/2025 DRAWN: CH CHECKED: MSJ APPROVED: TDV

									SELLAND				24/7 PROPERTY					
	BIDDER		ENGINEER'S	ESTIMATE	RUDNICK &	SONS, LLC	JR CONST	RUCTION	PIPKIN CONSTRUCTION		CONSTRUCTION		KRCI, LLC		MAINTENANCE		HURST CON	STRUCTION
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCH	EDULE B: WATER SYSTEM IMPROVEMENT																	
1	Mobilization, Cleanup, and Demobilization	1 LS	\$23,000.00	\$23,000.00	\$720.00	\$720.00	\$9,000.00	\$9,000.00	\$29,000.00	\$29,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
2	Minor Change	1 CALC	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
3	Project Temporary Traffic Control	1 LS	\$3,000.00	\$3,000.00	\$750.00	\$750.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00
4	Work Zone Safety Contingency	1 FA	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
5	SPCC Plan	1 LS	\$600.00	\$600.00	\$300.00	\$300.00	\$500.00	\$500.00	\$500.00	\$500.00	\$100.00	\$100.00	\$250.00	\$250.00	\$1,000.00	\$1,000.00	\$50.00	\$50.00
6	Locate Existing Utilities	3 EA	\$1,500.00	\$4,500.00	\$650.00	\$1,950.00	\$400.00	\$1,200.00	\$1,000.00	\$3,000.00	\$500.00	\$1,500.00	\$650.00	\$1,950.00	\$50.00	\$150.00	\$950.00	\$2,850.00
7	Controlled Density Fill	6 CY	\$300.00	\$1,800.00	\$250.00	\$1,500.00	\$200.00	\$1,200.00	\$300.00	\$1,800.00	\$500.00	\$3,000.00	\$400.00	\$2,400.00	\$750.00	\$4,500.00	\$500.00	\$3,000.00
8	Crushed Surfacing Repair	500 SY	\$30.00	\$15,000.00	\$20.00	\$10,000.00	\$11.00	\$5,500.00	\$20.00	\$10,000.00	\$18.00	\$9,000.00	\$20.00	\$10,000.00	\$60.00	\$30,000.00	\$12.00	\$6,000.00
9	Trench Excavation Safety Systems	1 LS	\$3,000.00	\$3,000.00	\$350.00	\$350.00	\$500.00	\$500.00	\$500.00	\$500.00	\$0.10	\$0.10	\$250.00	\$250.00	\$5,000.00	\$5,000.00	\$1.00	\$1.00
10	Foundation Gravel	9 CY	\$90.00	\$810.00	\$70.00	\$630.00	\$50.00	\$450.00	\$50.00	\$450.00	\$50.00	\$450.00	\$130.00	\$1,170.00	\$100.00	\$900.00	\$57.00	\$513.00
11	Bank Run Gravel for Trench Backfill	39 CY	\$60.00	\$2,340.00	\$55.00	\$2,145.00	\$30.00	\$1,170.00	\$50.00	\$1,950.00	\$30.00	\$1,170.00	\$25.00	\$975.00	\$10.00	\$390.00	\$57.00	\$2,223.00
12	DI Pipe for Water Main, 8 In. Diam., Incl. Bedding																	
	Material	380 LF	\$200.00	\$76,000.00	\$110.00	\$41,800.00	\$100.00	\$38,000.00	\$106.00	\$40,280.00	\$100.00	\$38,000.00	\$105.00	\$39,900.00	\$150.00	\$57,000.00	\$140.00	\$53,200.00
13	Connection to Existing Water Main	2 EA	\$3,000.00	\$6,000.00	\$3,800.00	\$7,600.00	\$1,400.00	\$2,800.00	\$8,000.00	\$16,000.00	\$3,500.00	\$7,000.00	\$4,200.00	\$8,400.00	\$1,000.00	\$2,000.00	\$6,000.00	\$12,000.00
14	Tapping Valve, 8 In.	1 EA	\$20,000.00	\$20,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00
15	Service Connection, 1 In. Diam.	1 EA	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$2,700.00	\$2,700.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
16	Service Connection, 5/8 x 3/4 In. Diam.	1 EA	\$3,000.00	\$3,000.00	\$3,300.00	\$3,300.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$6,500.00	\$6,500.00		\$2,300.00	\$2,900.00	\$2,900.00
17	Service Pipe, 2 In. Diam., Incl. Bedding Material	180 LF	\$60.00	\$10,800.00	\$33.00	\$5,940.00	\$65.00	\$11,700.00	\$30.00	\$5,400.00	\$30.00	\$5,400.00	\$50.00	\$9,000.00	\$25.00	\$4,500.00	\$50.00	\$9,000.00
18	Service Pipe, 1 In. Diam., Incl. Bedding Material	85 LF	\$60.00	\$5,100.00	\$64.00	\$5,440.00	\$40.00	\$3,400.00	\$10.00	\$850.00	\$50.00	\$4,250.00	\$35.00	\$2,975.00	\$22.00	\$1,870.00	\$48.00	\$4,080.00
19	Erosion Control and Water Pollution Prevention	1 LS	\$3,000.00	\$3,000.00	\$300.00	\$300.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$500.00	\$500.00	\$50.00	\$50.00
	Subtotal, Schedule B			\$184,250.00		\$101,025.00		\$97,420.00		\$127,030.00		\$104,670.10		\$122,670.00		\$132,410.00		\$116,167.00
	Sales Tax @ 8.5%			\$15,661.25		\$8,587.13		\$8,280.70		\$10,797.55		\$8,896.96		\$10,426.95		\$11,254.85		\$9,874.20
	TOTAL CONSTRUCTION COST, SCHEDULE	В		\$199,911.25		\$109,612.13		\$105,700.70		\$137,827.55		\$113,567.06		\$133,096.95		\$143,664.85		\$126,041.20
	TOTAL CONSTRUCTION COST, SCHEDULE			\$631,424.00		\$537,910.00		\$567,565.00		\$614,770.00		\$649,980.10		\$647,240.00		\$639,460.00		\$672,609.00
	TOTAL CONSTRUCTION COST, SCHEDULE	В		\$199,911.25		\$109,612.13		\$105,700.70		\$137,827.55		\$113,567.06		\$133,096.95		\$143,664.85		\$126,041.20
				*********		****										*======================================		
	TOTAL CONSTRUCTION COST, SCHEDULES	S A AND B		\$831,335.25		\$647,522.13		\$673,265.70		\$752,597.55		\$763,547.16		\$780,336.95		\$783,124.85		\$798,650.20
	Sealed bids were opened at the City of Omak, 2 North Ash Street, Omak, Washington 98841 on																	
	Wednesday, May 14, 2025, at 11:00 a.m. (local time).																	
	I hereby certify that, to the best of my knowledge, the above tabulations are true and correct						DENOTES MA											
	transcriptions of the unit prices and total amounts bid.					OR ROUNDI	NG ERROR											
	Jun Deman																	
	TIM DEVRIES, P.E.																	
	· · · · · · · · · · · · · · · · · · ·														1		1	

DATE: 5/2025 DRAWN: CH CHECKED: MSJ APPROVED: TDV

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:	Project Number:
City of Omak/Jonathan Avenue Improvements	24834 & 24865
Bidder's Business Name:	Bid Submittal Deadline:
Rudnick & Sons LLC	5/14/2025 at 11:00 a.m.
Contractor Registration	
https://secure.lni.wa.gov/verify/	
License Number:	Status:
RUDNISL820MW	Active: Yes 🛛 No 🗌
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:
07/16/2018	07/16/2026
Current UBI Number	07/10/2020
https://secure.lni.wa.gov/verify/ UBI Number:	Account:
604 220 166	Open Closed
	5 p s n 2
Industrial Insurance Coverage/Worker Compensation	
https://secure.lni.wa.gov/verify/	
Account Number:	Account Current: Yes ⊠ No □
689,664-00	res 🔼 No 🗌
Employment Security Department Number	
Employment Security Department Number:	
000814221003	
 Has Bidder provided account number on the Bid Form? 	Yes 🛛 No 🗌
And/or have you asked the Bidder for documentation from Employment Security Department	
on account number?	Yes No 🛚
State Excise Tax Registration Number	
https://secure.lni.wa.gov/verify/	
Tax Registration Number:	Account: Open ⊠ Closed □
83-0718444	·
Certification of Compliance with Wage Payment Statutes Clause Signature Statute Statut	gned
(See Proposal for Required Clause or Signed Certification Form)	Yes ⊠ No □
N / TO 100 10 TO 110	
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	I Industries? Yes ☐ No ☒
Public Works Requirements Training	
<u>.</u>	
https://secure.lni.wa.gov/verify/ Contractor: Is Exempt from this Requirement	
Has Completed Training	
Has Not Completed Training	
Excluded Parties Listing System (Federal Funded Projects)	
https://www.sam.gov/	
Does the Bidder have an Active Exclusion?	V M N- D
Does the Bidder have an Active Exclusion?	Yes 🛭 No 🗌
Checked by:	
Name:	Date:
N. 1. G. V.1	5 (4.4/0.005
Meghan St. John	5/14/2025



Contractors

RUDNICK & SONS LLC

Owner or tradesperson

Principals

RUDNICK, BRANDON MICHAEL, PARTNER/

MEMBER

RUDNICK, CEINWYN A, PARTNER/MEMBER

Doing business as

RUDNICK & SONS LLC

WA UBI No.

604 220 166

61 E Dry Coulee Rd Okanogan, WA 98840 509-293-9407 OKANOGAN County

Business type

Limited Liability Company

Registration

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

07/16/2018-07/16/2026

L&I Contractor Registration:

1-800-647-0982 - Email: ContReg@Lni.wa.gov

Bond

Merchants Bonding Co (Mutual) \$30,000.00

Bond account no.

101179013

Received by L&I Effective date 06/12/2024 07/16/2024

Expiration date
Until Canceled

Bond history

Insurance

1 of 3 5/14/2025, 2:51 PM

Cincinnati Ins Co \$1,000,000.00

Policy no.

EPP0715960

Received by L&I Effective date 05/02/2025 06/01/2024 Expiration date

06/01/2026

Insurance history

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

Disadvantaged Business Enterprise (DBE)
Public Works Small Business Enterprise (PWSBE)
Women Business Enterprise (WBE)

Apprentice Training Agent

Registered training agent. Check their eligible programs and occupations.

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

Account is current.

689,664-00

Doing business as

RUDNICK & SONS LLC

Estimated workers reported

Quarter 1 of Year 2025 "11 to 20 Workers"

L&I account contact

T5 / BETTY WHALIN (360) 902-5137 - Email: VABE235@Ini.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

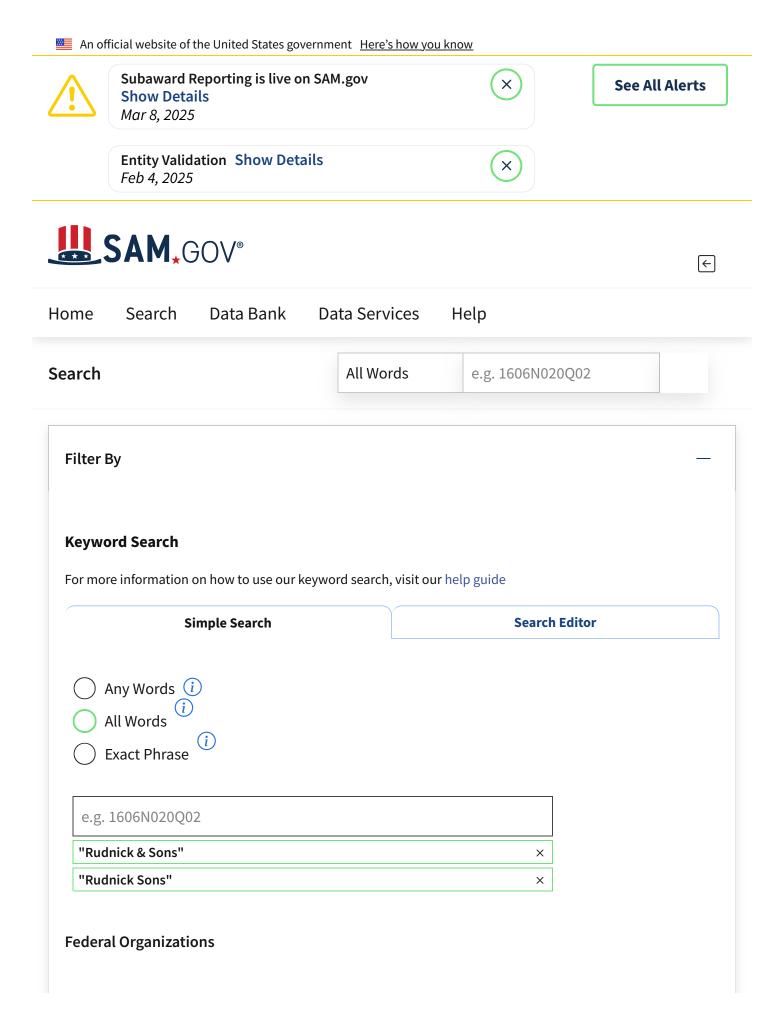
No debarments have been issued against this contractor.

Workplace Safety & Health

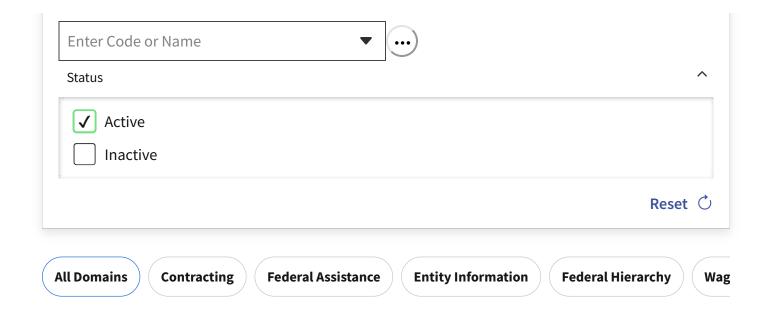
Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.

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1 of 3 5/14/2025, 2:52 PM



No matches found

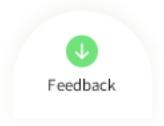
Your search did not return any results.

To view Entity Registrations, Subcontract Reports, Subaward Reports you must sign in.

Sign In

Would you like to include inactive records in your search results?

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Privacy Policy Check Entity Status

Restricted Data Use Federal Service Desk

Freedom of Information Act External Resources

Accessibility Contact



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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: 604 220 166					
License Number:					
Principal:					
RCW: All					
From: MM/DD/YYYY To: MM/DD/Y	YYY				
Penalty Due:					
All v					
Wage Due:					
All v					
Apply Filters Reset					
Download all debarment data®					
Show 25 v per page					
Showing 0 records					
FirstPreviousNextLast					
Company UBI License Principals Related	Status RCW	Debar	Debar	Penalty	Wages
Name Business		Begins	Ends	Due	Due
There are no records that match your search criteria.					
Show 25 v per page					
Showing 0 records					
FirstPreviousNextLast					

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APPENDIX A SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

APPENDIX A

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS JONATHAN AVENUE 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 SON	s Lhc.
Address: 61 EAST DRY CONCE	F ROAD OKANGAN WA 98841
Phone: 800 1-509-421-41	
Contact Person: JUSTIN FULBRIGT	OR BRANIEN RUDWICK
2. Delinquent State Taxes	
Instructions to Bidders: Check the appropriat	e box
The Bidder <u>does not</u> owe delinque Department of Revenue.	ent taxes to the Washington State
Alternatively, the Bidder <u>does</u> owe del Department of Revenue.	inquent taxes to the Washington State
If the Bidder owes delinquent taxes, they napproved by the Department of Revenue, to the	
5-15-2025	B. RUDWICK
(Date)	Signature)
	BRANDON RUDNICK
	Print Name)
	VICE PRESENENT
	(Title)

3. Subcontractor Responsibility:

Instructions to Bidders: Check all boxes that apply

- The Bidder's standard subcontract form includes the subcontractor X responsibility language required by RCW 39.06.020.
- The Bidder has a procedure for validating the responsibility of X subcontractors with which the Bidder contracts.
- X The Bidder's subcontract form includes a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" subcontractors as defined by RCW 39.06.020.

If the Bidder is unable to check all of the above boxes, provide an explanation as to how the bidder will comply with RCW 39.06.020.

5-15-2025 (Date)

(Signature)

REDNICK
(Print Name)

VICE PRIESEDIENT
(Title)

4. Claims Against Retainage and Bo	onds:
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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.
- A 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.

5-15-2025 (Date)

BRANDON BUDNICK
(Print Name)

VICE PRESIDENT
(Title)

RUDNICH
AND SONS EXCAVATION

AND SONS EXCAVATION

61 E Dry Coulee Rd Okanogan, WA 98840

(509) 293-9407 ceinwyn@rudnicksons.com

City of Wenatchee 301 Yakima Street Wenatchee, WA 98801

Re: Claims Against Retainage and Bonds

Greetings,

This letter is written to address a claim against the bond of Rudnick & Sons LLC on the Parkside Renovations project in Wenatchee during 2023. The owner of the project is the City of Wenatchee and the primary contact is Aaron Kelly who can be reached at (509) 888-3290. The Department of Labor and Industries sent a notice of intent to lien to our bonding agent before canceling said notice.

The roofing subcontractors on the project, who executed a valid subcontract with Rudnick & Sons LLC, proceeded to assign a sub-tier contractor outside the scope of the contract with Rudnick and Sons. This sub-tier did not filing a prevailing wage intent and was found to have underpaid their employees. Rudnick & Sons LLC proceeded to pay the fine on behalf of this contractor (who was not authorized to work by Rudnick & Sons) and the lien was cancelled as evidenced by the attached letter.

Please feel free to reach out with any questions.

Regards,

Ceinwyn Rudnick

President



DEPARTMENT OF LABOR AND INDUSTRIES

Prevailing Wage Program
729 100th Street SE, Everett, Washington 98208-3727

November 28, 2023

Aaron Kelly City of Wenatchee PO Box 519 Wenatchee, WA 98807-0519

Re: PUBLIC WORKS PROJECT

CONTRACT NUMBER

PRIME CONTRACTOR – SUBCONTRACTOR/VIOLATOR –

PARKSIDE RENOVATION PROJECT

- 2206

RUDNICK & SONS LLCZIRANDA ROOFING LLC

Dear Mr. Kelly:

This letter is to serve as notification that the Department of Labor & Industries is officially canceling their Notice of Claim Against Performance Bond and Retained Percentage filed August 7, 2023, for the above-stated public works project. The Prime Contractor, Rudnick & Sons LLC, has paid the wages due to the workers in full per our revised final demand dated October 2, 2023.

Please note that Rudnick & Sons LLC must file an Affidavit of Wages Paid form on behalf of Ziranda Roofing LLC with the department due to this Prime Contractor paying the wages owed by the subcontractor. The "Filing on Behalf Of" process is on our website. Be advised that per RCW 39.12.040, payment cannot be made on account of a public works contract until the contractor and each and every subcontractor submit to the officer of the awarding agency, a legally filed "Statement of Intent to Pay Prevailing Wages" form. Following completion of the project, the retained funds may not be released until each and every contractor and subcontractor submit a legally filed "Affidavit of Wages Paid" form. Additionally, per RCW 39.12.042, the public agency becomes liable for any workers' wages if it fails to comply with the provisions of RCW 39.12.040.

5. **Public Bidding Crime:**

Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder and/or its Owners have not been X 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.

5-15-2025

B. Rumsky

BRANDON RUDNICH (Print Name)

VICE PRESIDENT
(Title)

6. 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 X 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.

5-15-2025 (Date)

BRANDON RUNDUK (Print Name)

UTCE PRESTIDENT
(Title)

7. Lawsuits

Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder has not had any lawsuits with X 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.

5-15-2025 (Date)

Brandon RUDNICK
(Print Name)

VICE PRESEDENT
(Title)

8. **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 dated, 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.

B. Prontold (Signature)

BRANDON RUDNICK
(Print Name)

UICE PRESIDENT
(Title)

9. 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.	Capa	icity

1.	Gross dollar amount of work currently under contract:	
	\$ 3,792,654.45	
ii.	Gross dollar amount of contracts currently not completed:	
	# Q, 956,88B.84	

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:

160	KOBE	000	EXCAUATOR	
60	U0600	LOA	DEN	
			Rouen	
	_		EN	
	CAT			

iv. Number of superintendents on Bidder's staff:

2

General character of work performed by firm:
Excavation, sterm/sewer/water, pipelaying & repair, concrete, roch, HMA, Erosian control, sidewalks
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 ludnich - 33 years exprience and years of experience with firm.
Similar Size and Scope Projects Completed in the Past 5 Years #1 Owner's Name and Contact Information: Town of Coule Dam - 509 - 422 - 7232 Owner is a Government Agency? Yes No Superintendent's Name: Brandon Rudhelle Project Name: 6th Street Improvement Awarded Contract Amount: 661, 390.00 Final Contract Amount: 678, 509, 00 Completion Date: 712618083 Project Description: 5330 SY of Followers Project Description: 5330 SY of Followers Project Description: 5330 SY of Followers Bose, 180 XDS OF Rompway Excapation 24 ADA
i.

#2	Owner's Name and Contact Information: City of Quival, Ariel Believe, 509-787-750 3
	104 B. Street SWI QUING INA 98848
	Owner is a Government Agency? X Yes No
	Superintendent's Name: () Ull'a Hind see
	Project Name: MSt. Ng. and Columbia Way Improvement
	Awarded Contract Amount: 971,390
	Final Contract Amount: 4 , 604, 871, 88
	Completion Date: 4/16/83
	Project Description: Replace existing sulvert
	and install spell cusing pipes. (Thistall
	precount steel culverto le pair roadway
	and repare,
#3	Owner's Name and Contact Information: Change and
	County, Josh Thampson, Sog-420-7300
	1234+A Second Ave S. Onarosen wA 98840
	Owner is a Government Agency? Yes No
	Superintendent's Name: Brandon Rudnich
	Project Name: Loomi's - Oroville Road Drainage
	Awarded Contract Amount: \$498,154
	Final Contract Amount; \$501,431,82
	Completion Date: 111212024
	Project Description: leolace 3-20" culvers
	along Loomis-oraville ld. Demo, new install,
	Stream diversion, traffix control,
	Dan'va, seeding a replanting trees,
	()