
AGENDA
OMAK CITY COUNCIL MEETING
Monday, March 17, 2025 – 7:00 PM

A. CALL TO ORDER

B. FLAG SALUTE

C. CITIZEN COMMENTS

D. CORRESPONDENCE AND MAYOR'S REPORT

1. Affirm Appointments to the Omak Planning Commission
 - i. David Campbell
 - ii. Terri Williams

E. CONSENT AGENDA

1. Approval of Minutes from the March 3, 2025, Council Meeting
2. Approval of 2025 Claims and March 7, 2025, Payroll

F. OLD BUSINESS

1. Res. 10-2025 – Approve 2025 Fee Schedule to Include Park & Room Use

G. NEW BUSINESS

1. Res. 21-2025 – Approve Professional Svcs. Contract - Land Use Hearing Examiner
2. Res. 22-2025 – Approve Contract with Gray & Osborne, Inc. for General Engineering

H. OTHER BUSINESS

1. Council Committee Reports
2. Staff Reports

Action by City Council

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.

CERTIFICATE OF APPOINTMENT

STATE OF WASHINGTON)
(ss.
County of Okanogan)

I, Cindy Gagné, the Mayor and/or members of the City Council of Omak, County of Okanogan, State of Washington, reposing confidence in **David Campbell**, of the County of Okanogan, State of Washington, do hereby appoint and constitute said **David Campbell**, as Omak Planning Commission member, of the City of Omak, County of Okanogan, State of Washington, until revoked by us, which said appointment shall thereafter cease and be null and void.

In witness whereof, (I) (WE) have hereunto set our hands and seal this _____ day of _____, 2025.

Mayor

Members of the City Council
City of Omak, Washington

STATE OF WASHINGTON)
(ss.
County of Okanogan)

I, **David Campbell**, the person named in the above and foregoing Certificate of Appointment and the person who has been appointed to the office of Omak Planning Commission member, of the City of Omak, County of Okanogan, State of Washington, do solemnly swear that I am a citizen of the United States, and of the State of Washington and the County of Okanogan therein; That I will support the Constitution of United States and of the State of Washington and all laws made pursuant thereto, and will, to the best of my ability, judgment and skill, faithfully, diligently and impartially perform the duties of my office in and for the City of Omak, County of Okanogan, State of Washington.
SO, HELP ME GOD!

Planning Commission Member

Subscribe and sworn to me before this _____ day of _____, 2025.

Mayor, City of Omak

CERTIFICATE OF APPOINTMENT

STATE OF WASHINGTON)
(ss.
County of Okanogan)

I, Cindy Gagné, the Mayor and/or members of the City Council of Omak, County of Okanogan, State of Washington, reposing confidence in **Terri Williams**, of the County of Okanogan, State of Washington, do hereby appoint and constitute said **Terri Williams**, as Omak Planning Commission member, of the City of Omak, County of Okanogan, State of Washington, until revoked by us, which said appointment shall thereafter cease and be null and void.

In witness whereof, (I) (WE) have hereunto set our hands and seal this _____ day of _____, 2025.

Mayor

Members of the City Council
City of Omak, Washington

STATE OF WASHINGTON)
(ss.
County of Okanogan)

I, **Terri Williams**, the person named in the above and foregoing Certificate of Appointment and the person who has been appointed to the office of Omak Planning Commission member, of the City of Omak, County of Okanogan, State of Washington, do solemnly swear that I am a citizen of the United States, and of the State of Washington and the County of Okanogan therein; That I will support the Constitution of United States and of the State of Washington and all laws made pursuant thereto, and will, to the best of my ability, judgment and skill, faithfully, diligently and impartially perform the duties of my office in and for the City of Omak, County of Okanogan, State of Washington.
SO, HELP ME GOD!

Planning Commission Member

Subscribe and sworn to me before this _____ day of _____, 2025.

Mayor, City of Omak

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel, City Administrator

Date: January 21, 2025

Subject: Resolution 10-2025 – Amending Fee Schedule Parks and Room Fees

The attached Resolution No. 10-2025, Amending The 2025 Fee Schedule to Include Fees and Charges For Park and Room Scheduling and USE, is forwarded for your consideration.

The City routinely reserves time for use of its conference rooms and park facilities. The demand for use of these facilities has increased over the years, increasing the complexity of the scheduling to fairly allocate time for the competing users.

Past practice, except for the school, has been to put the burden on the users to work out a plan that fairly distributes the use of the fields among the interested parties. Increasing use and competing leagues have resulted in less than favorable outcomes during the scheduling process. Many of the scheduling requests are blanket requests that reserve the fields whether they are intended to be used or not. This type of scheduling prevents other leagues or users from making use of the facilities when they are idle.

Many of the facilities that exist within our parks were constructed by volunteers and donated funds. Many of these facilities have not had adequate maintenance or have outlived their useful life. The park users would like the City to play a stronger role in the maintenance and repair of these facilities and make additional improvements to accommodate more activities.

Public Works currently maintains an online reservation system for the RV park and Shelters. This program could be extended to include other recreational facilities. Fees for use would reduce the tendencies of the users to overbook the facilities and provide additional revenues for repairs, maintenance, and improvements.

I support this resolution and urge its adoption.

RESOLUTION NO. 10-2025

A RESOLUTION OF THE CITY OF OMAK AMENDING THE 2025 FEE SCHEDULE TO INCLUDE FEES AND CHARGES FOR PARK AND ROOM SCHEDULING AND USE

WHEREAS, the 2025 fee schedule was approved by resolution 06-2025; and

WHEREAS, the city routinely schedules and reserves city owned facilities; and

WHEREAS, demand for the use of these facilities requires complex scheduling to accommodate the needs of the various users; and

WHEREAS, increased use of the facilities directly impacts their operating and maintenance costs. The public has emphasized the need for improvements and additions to the existing park facilities; and

WHEREAS, an online reservation platform and associated fees has been identified to improve scheduling efficiencies, maximizing use of facilities for both sanctioned and private activities, and provide additional funding for maintenance and improvements of these facilities.

NOW, THEREFORE BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON, do hereby amend the City of Omak 2025 Fee Schedule to include fees and charges for park and room scheduling, attached hereto as "Exhibit A":

Section 1. The Fees and Charges for Park and Room Scheduling, as attached to this Resolution, will be effective February 1, 2025 and remain in effect until amended or repealed by action of the Omak City Council.

Section 2. All other rates found in the City of Omak Fee Schedule will remain the same until amended by action of the Omak City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON, this _____ day of _____, 2025.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

**2025 Fee Schedule, City of Omak
Park Use & Room Use Fees
Resolution**

2025

BASEBALL & SOCCER FIELD USE CHARGE (City Does Not Provide Field Preparation)

a) Tournaments: List Price is for Each Day of the Tournament - <u>Adult</u> Participants (Over 17 Years of age)	
1) Per Field Per Day	\$150.00
b) Tournaments: List Price is for Each Day of the Tournament - <u>Youth</u> Participants (Under 17 Years of age)	
1) Per Field Per Day	\$100.00
c) League: (City Does Not Provide Field Preparation)	
1) Adult League Fees Per Season Per Team in League	\$125.00
2) Youth League Per Season Per Team in League	\$75.00
d) Practice (Personal Practice for Public Use)	
1) Practice Per Reservation	\$10.00
e) School District Fee (School District Teams Have Priority in Field Use)	
1) Per Sport	\$1,500.00

CONSESSION STAND RENTAL

a) Tournaments	
1) Adult Per Day	\$100.00
2) Youth Per Day	\$75.00
b) League	
1) Adult Per Season	\$200.00
2) Youth Per Season	\$100.00

PARK SHELTERS (Shelter Fees Include any Shelter in any Park)

a) Shelter Fees Per 3 Hour Block	\$10.00
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CITY HALL MEETING ROOM RESERVATION FEES (Meeting Rooms Include Use of Audio/Visual Electronics)

a) Council Chambers Per Hour	\$80.00
b) Large Conference Room Per Hour	\$40.00

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: March 17, 2025

Subject: **Amended** Resolution 10-2025 – Amending Fee Schedule Parks and Room Fees

The attached Resolution No. 10-2025, Amending The 2025 Fee Schedule to Include Fees and Charges For Park, is forwarded for your consideration.

After the Original resolution was tabled at the January 21st council meeting. Two community workshops were held to discuss the proposed fees. The results of these workshops were discussed with the Community Support and Public Safety committee.

After further discussion through public workshops a few changes have been made to the proposed fee schedule. Some wording was changed to include court/field use verses baseball and soccer. It was brought up to have a fee per participant verses per team, the non-league court or field use is now twenty dollars for a two-hour block of time and the city hall room use was removed from the schedule. The shelter fee was changed to twenty dollars for a two-hour block to match the non-league fee. The effective date of these fees was also pushed out to July 1, 2025.

I support this resolution and urge its adoption.

AMENDED
RESOLUTION NO. 10-2025

A RESOLUTION OF THE CITY OF OMAK AMENDING THE 2025 FEE SCHEDULE TO INCLUDE FEES AND CHARGES FOR PARK AND ROOM SCHEDULING AND USE

WHEREAS, the 2025 fee schedule was approved by resolution 06-2025; and

WHEREAS, the city routinely schedules and reserves city owned facilities; and

WHEREAS, demand for the use of these facilities requires complex scheduling to accommodate the needs of the various users; and

WHEREAS, increased use of the facilities directly impacts their operating and maintenance costs. The public has emphasized the need for improvements and additions to the existing park facilities; and

WHEREAS, an online reservation platform and associated fees has been identified to improve scheduling efficiencies, maximizing use of facilities for both sanctioned and private activities, and provide additional funding for maintenance and improvements of these facilities.

NOW, THEREFORE BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON, do hereby amend the City of Omak 2025 Fee Schedule to include fees and charges for park and room scheduling, attached hereto as "Amended Exhibit A":

Section 1. The Fees and Charges for Park and Room Scheduling, as attached to this Resolution, will be effective July 1,2025 and remain in effect until amended or repealed by action of the Omak City Council.

Section 2. All other rates found in the City of Omak Fee Schedule will remain the same until amended by action of the Omak City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON, this _____ day of _____, 2025.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

2025 Fee Schedule, City of Omak

Park Use Fees

Resolution Amended 10-2025

Effective

July 1, 2025

COURT / FIELD USE CHARGE (City Does Not Provide Preparation)

a) Tournaments: List Price is for Each Day of the Tournament - Adult Participants (Over 17 Years of age)

1) Per Court / Field / Per Day \$150.00

b) Tournaments: List Price is for Each Day of the Tournament - Youth Participants (Under 17 Years of age)

1) Per Court / Field / Per Day \$100.00

c) League: (City Does Not Provide Field Preparation)

1) Adult League Fees / Per Person/ Per Season \$8.00

2) Youth League / Per Person /Per Season \$5.00

d) Non-League Court / Field Use (Personal Practice for Public Use)

1) Per Reservation / Per 2 Hour Block \$20.00

e) School District Fee (School District Teams Have Priority in Field Use)

1) Per Sport \$1,500.00

CONSESSION STAND RENTAL

a) Tournaments

1) Adult / Per Day \$100.00

2) Youth / Per Day \$75.00

b) League

1) Adult / Per Season \$200.00

2) Youth / Per Season \$100.00

PARK SHELTERS (Shelter Fees Include any Shelter in any Park)

a) Shelter Fees / Per 2 Hour Block \$20.00

MEMORANDUM

To: Cindy Gagné, Mayor
Omak City Council

From: Tyler Wells
Building Official / Permit Administrator

Date: March 17, 2025

Subject: **Resolution 21-2025 Professional Services Contract Between Attorney Andrew Kottkamp And The City Of Omak For Land Use Hearing Examiner Services.**

The Attached Resolution No. 21-2025, approving a professional service contract between attorney Andrew Kottkamp and the City of Omak for Land Use Hearing Examiner services, is forwarded for your consideration.

Our previous contract with Mr. Crandall has expired and Mr. Crandall has made the decision not to renew a contract for his services. The City is in need of a new Hearing Examiner. The City has advertised and requested RFPs for this position. This agreement is for a 4-year term. Mr. Kottkamp has agreed to the terms. City Attorney, Mick Howe, has reviewed and approved this agreement.

I support this resolution.

RESOLUTION NO. 21-2025

**PROFESSIONAL SERVICES CONTRACT BETWEEN ATTORNEY
ANDREW KOTTKAMP AND THE CITY OF OMAK FOR LAND USE
HEARING EXAMINER SERVICES**

THE CITY COUNCIL OF THE CITY OF OMAK, Washington do hereby resolve that the Professional Services Contract, attached hereto as Exhibit "A", between the **CITY OF OMAK**, a municipal corporation, and **ANDREW KOTTKAMP**, Attorney At Law, is hereby approved. The Mayor is authorized to execute the same for and on behalf of the **CITY**; and the City Clerk is authorized and directed to attest her signature.

INTRODUCED AND PASSED this _____ day of _____, 2025.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

**PROFESSIONAL SERVICES AGREEMENT
FOR HEARING EXAMINER**

This Professional Services Agreement for Hearing Examiner (“Agreement”) is entered into effective the ____ day of _____, 2025, by and between the City of Omak (the “City”), and Andrew Kottkamp (“Contractor”), sometimes collectively referred to as the “Parties.”

RECITALS

WHEREAS, the City has created the position of Hearing Examiner under Chapter 2.88 of the Omak Municipal Code (OMC); and

WHEREAS, the City seeks the services of a skilled independent contractor capable of working without direct supervision in the capacity of a Hearing Examiner who is experienced in the area of land use law, real property law, enforcement of municipal regulations, City planning and development, and similar permitting issues; and is familiar with the City’s zoning and building codes and other related City codes, ordinances, resolutions, regulations, or policies; and

WHEREAS, Contractor has the requisite skill and experience necessary to provide such services;

NOW, THEREFORE, the Parties agree to the following terms and conditions:

AGREEMENT

1. Services. Contractor agrees to perform the following professional services for the City, pursuant to the terms and conditions of this Agreement:

- 1.1** Serve as the City Hearing Examiner pursuant to OMC 2.88 and this Agreement.
- 1.2** Become knowledgeable of all relevant portions of the OMC, and related ordinances, regulations, plans, and policies applicable to any matter coming before the Contractor for a hearing. Contractor shall likewise be knowledgeable of all relevant Washington statutes and appellate case law applicable to any matters coming before Contractor for a hearing.
- 1.3** Hear and act, as authorized in OMC 2.88, as presently enacted or hereafter amended, and other related City ordinances and regulations. In this regard, Contractor shall receive and examine all available information, conduct public hearings, enter written

Findings of Fact and Conclusions of Law, and enter decisions. Contractor shall report his decisions to the City of Omak Building Official or to such other person as may be designated by the City.

- 1.4 Perform all duties in accordance with all applicable federal and state laws and City Code, including but not limited to the current Omak Comprehensive Plan and other related City codes, ordinances, resolutions, standards, or policies, as presently enacted or hereafter amended.
- 1.5 Provide, at the rate set forth herein, transportation to and from public hearings in the City, and to and from the sites in the City deemed necessary for viewing.
- 1.6 Provide office and office equipment to the extent deemed necessary by Contractor.
- 1.7 Submit one original report in hard copy and electronic format of Findings of Fact and Conclusions of Law, and the decision for each case heard. This decision shall be delivered to the City Building official within the time constraints imposed by law or regulation for each type of hearing held, but in no event later than ten (10) business days following the date the hearing record closes.
- 1.8 Submit an annual report to the City Administrator detailing all cases heard and decided within the past twelve (12) months, along with any recommendations for improvements to City codes and regulations.

2. **Performance Standard.** Contractor represents and warrants that Contractor has the requisite training, skill, and experience necessary to provide the services contemplated by this Agreement. All duties performed by Contractor shall be performed in a manner consistent with accepted practices for other similar services, including, but not limited to, conducting orderly and impartial hearings, creating a professional and courteous environment for applicants, citizens, and staff, compiling and recording the proceedings in a manner reviewable by a court of law, and preparing findings, conclusions, and decisions which are understandable and based upon sound reasoning and applicable law.

3. **Hearing Examiners Pro-Tem.** In the event of a conflict or disqualification or when, in the discretion of the Contractor, the use of a Hearing Examiner Pro-Tem is required, the City shall a Hearing Examiner Pro-Tem to hear cases.

4. **Responsibilities of the City.** Through its Building Official the City shall:

- 4.1 Direct all duties to be performed under this Agreement.

- 4.2 Provide SEPA determinations on all matters heard by the Contractor.
- 4.3 Provide documentation of publication of all legal advertisements and notices required for hearings.
- 4.4 Prepare agendas and scheduling of hearing items.
- 4.5 Provide written staff reports to the Contractor at least ten (10) business days prior to hearings, as well as maps and other exhibits as may be necessary regarding each matter to be heard. The staff reports may include recommended findings of fact and conclusions of law, and a recommended decision, including proposed conditions of approval. It is requested that the staff reports be in Word format.
- 4.6 Maintain official files and records of the hearings and forward all required copies of the Contractor's decisions and correspondence to applicants and others requesting copies, as well as perform such other tasks as are necessary to administratively process said materials.
- 4.7 Provide a hearing room, speaking system, tapes and tape recorder, and copies of the OMC, relevant planning documents, and regulations.

5. **Term.**

- 5.1 **Term.** The initial term of this Agreement shall commence on the 1st day of April, 2025, and shall continue for an initial four year term and if renewed shall thereafter be continue until terminated.

6. **Termination.** This Agreement may be terminated with or without cause by either party, by giving thirty (30) calendar days prior written notice to the other party.

7. **Compensation.**

- 7.1 **Regular Hearing:** The City shall pay Contractor a fee of Two Hundred Fifty Dollars (\$250) per hour, inclusive of all costs and expenses, for each matter assigned by the City for hearing. If the Hearing Examiner attends the hearing in person as opposed to Zoom or other videoconferencing, the time spent travelling to and from Omak for the hearing shall be billed at One Hundred Fifty Dollars (\$150) per hour.

8. Method of Payment. All payments due Contractor shall be made on a monthly basis, thirty (30) business days after receipt and approval of such billing statement by the City, unless notice is given to Contractor that the work performed by Contractor has been found to be unsatisfactory by the City within twenty (20) business days of receipt of any reports or decisions from Contractor. If Contractor fails to comply with any terms or conditions of this Agreement, or to provide, in any manner, the work or services agreed to herein, City may withhold any payment due Contractor until City is satisfied that the corrective action specified by the City has been completed. This right is in addition to and not in lieu of the City's right to terminate this Agreement as provided herein or other remedies the City may have under law.

9. Independent Contractor. Contractor is, and shall be at all times during the term of this Agreement, an independent contractor and not an employee of the City. The parties fully understand the nature of independent contractor status and intend to create an independent contractor relationship. Contractor, and not the City, shall have the right to control the manner and means by which Contractor's work is accomplished. The City shall retain the right, however, to ensure that the work is being performed according to agreed-upon standards. Consistent with this relationship, Contractor shall not be covered by any City benefit programs, such as health and welfare benefit plans, sick leave, vacation pay, Social Security, Workers Compensation, unemployment compensation, or any other benefit of employment, and shall not be treated as an employee for federal or state tax purposes or for any other purpose. Contractor shall be responsible for paying all taxes related to payments the City makes to Contractor, including federal income taxes, self-employment (Social Security and Medicaid) taxes, local and state business and occupation taxes, and the City is not responsible for withholding for or paying any of those taxes. Contractor agrees to indemnify and hold the City harmless from any such obligation.

10. Nonexclusive Contract. This shall be a nonexclusive contract. It is recognized that Contractor may or will be performing professional services during the term for other parties and that the City is not the exclusive user of Contractor's services. Contractor agrees not to perform services for others where a conflict of interest, as determined by the City, may exist. City reserves the right to appoint additional Hearing Examiners and to contract for additional services in the future.

11. Indemnification.

11.1 Hearing Examiner Indemnification. Contractor agrees to indemnify, defend, and hold the City, its elected officials, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions, and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors, or

omissions of Contractor, or by Contractor's breach of this Agreement.

11.2 City Indemnification--Decisions of Hearing Examiner.

Notwithstanding the provisions of Paragraph 11.1 above, the City agrees to indemnify, defend, and hold Contractor harmless from any and all claims, demands, losses, actions, and liabilities (including costs and attorney fees) to or by any and all persons or entities, the basis for which is the decision of the Contractor performed in the normal course of the Contractor's duties as the Hearing Examiner for the City.

11.3 City Indemnification. The City agrees to indemnify, defend, and hold Contractor harmless from any and all claims, demands, losses, actions, and liabilities (including costs and attorney fees) to or by any and all persons or entities including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors, or omissions of the City, its employees, or agents.

11.4 Survival. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

12. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the services contemplated by this Agreement shall belong to City. At the termination or cancellation of this Agreement, all originals and any copies of any such work product remaining in the possession of Contractor shall be delivered to City.

13. Entire Agreement. This Agreement contains all the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no oral or other prior agreements shall be effective for any purpose.

14. Modification. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.

15. Severability. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

16. No Waiver. Failure or delay of a Party to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of a Party

to declare any breach or default does not act as a waiver of a Party's right to declare another breach or default.

17. Applicable Law and Venue. This Agreement shall be interpreted in accordance with the internal laws of the state of Washington. The venue of any action hereunder shall be in the Superior Court for Okanogan County, Washington.

18. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addresses of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

To City:
Todd McDaniel
City Administrator
P.O. Box 72
Omak, WA 98841

To Contractor:
Andrew L. Kottkamp
P.O. Box 1667
Wenatchee, WA 98807-1667

CITY OF OMAK

CONTRACTOR

By: _____
TODD MCDANIEL
CITY ADMINISTRATOR

By: _____
ANDREW L. KOTTKAMP

Date: _____, 2025

Date: _____, 2025

Attest/Authenticated:

By: _____
CONNIE THOMAS, City Clerk

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel, City Administrator

Date: March 17-2025

Subject: Resolution 22-2025 – Approving contract for General Engineering Services

The attached Resolution No. 22-2025, Approving A Contract Between the City of Omak and Gray & Osborne, Inc., for General Engineering Services, is forwarded to you for your consideration.

The city frequently requires Architect, Engineering and technical consulting service throughout the year. It has been our practice to go out for formal solicitations for these services at least every three years. This selection is the result of a solicitation that went out last spring.

We received interest from two firms, Gray & Osborne and J-U-B. The Selection committee was comprised of Council Member Freel, the Public Works Director, and Myself. We currently have a history of working with both firms. J-U-B has been focused on our airport improvements while G&O has provided more general services that have included our many water, sewer and transportation projects.

Gray & Osborne was selected as the most qualified firms to provide our general service needs.

RESOLUTION NO. 22-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK,
WASHINGTON, APPROVING A CONTRACT BETWEEN THE CITY OF OMAK
AND GRAY & OSBORNE, INC. FOR GENERAL ENGINEERING SERVICES
FOR 2025**

WHEREAS, the City needs on-call General Engineering services to assist with the complexities of our public infrastructure; and

WHEREAS, the City received Statements of Qualifications from two firms responding to the advertisement in the Omak Chronicle, in accordance with the requirements of RCW 39.80.040; and

WHEREAS, firm qualifications were reviewed, evaluated, and discussed by the selection committee; and

WHEREAS, Gray & Osborne, Inc. was determined to be the firm most qualified to provide engineering services for the City of Omak; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON, as follows:

Section 1. The firm of Gray & Osborne, Inc. is designated as the City's Engineers for the 2025 year.

Section 2. The Contract for Professional Engineering Services, dated March 11, 2025, and attached hereto as Exhibit "A", is hereby approved. The mayor is authorized to execute the said document on behalf of the City.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2025.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

**PROPOSAL AND CONTRACT
FOR
PROFESSIONAL ENGINEERING SERVICES**

**CITY OF OMAK
WASHINGTON**

MARCH 2025

**GRAY & OSBORNE, INC.
CONSULTING ENGINEERS**

**CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS Contract between the CITY OF OMAK, Washington, hereinafter called the "Agency"; and GRAY & OSBORNE, INC., Consulting Engineers, Seattle, Washington, hereinafter called the "Engineer".

WITNESSETH:

WITNESSETH THAT, whereas, the Agency now finds that, from time to time, in the growth and development of the Agency, there will be the need for the engagement of professional engineering services. The purpose of this Contract is to define the services to be performed and method of payment for professional engineering services which may, from time to time, be authorized by the Agency.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1

EMPLOYMENT OF THE ENGINEER

The Agency, acting pursuant to its vested authority, does hereby engage the Engineer and the Engineer agrees to furnish the engineering services as requested by the Agency in connection with the Agency's On-Call General Engineering. These services are outlined in this Contract and shall be undertaken upon request by the Agency to the Engineer, then only for the services so requested. The Engineer shall furnish a scope of work and costs for each service requested which will become a numbered exhibit to the Contract.

ARTICLE 2

CHARACTER & EXTENT OF ENGINEERING SERVICES

Upon written direction of the Agency to proceed, the Engineer shall provide engineering services in accordance with a written scope of work (Task Order), which will describe the engineering services to be provided, such services may include, but are not limited to, grant and/or loan application assistance, engineering studies, financial analysis, cost estimating, predesign services, design, local improvement district or utility local improvement district formation, surveys, mapping, peer review, preparation of easements and right-of-way documentation, environmental studies, permitting, and documentation, public meetings, project bid and award services, and construction management and administration assistance.

SPECIAL SERVICES

The Engineer may employ competent professionals to assist in the completion of the work as described in the project specific scope of work and budget. The information so secured shall be made available to the Agency for the use and development of the Agency's projects.

ARTICLE 3

SCOPE OF OWNER SERVICES

The AGENCY shall provide or perform the following:

Provide full information as to the Agency's requirements for the Project. Assist the Engineer by placing at his disposal all available information pertinent to the site of the Project, including previous reports, drawings, plats, surveys, utility records, and any other data relative to the Project. Absent specific written direction to the contrary, the Engineer shall be entitled to rely upon the completeness and accuracy of such documentation.

Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

ARTICLE 4

COMPENSATION

It is mutually agreed that the Agency will compensate the Engineer for services furnished based on the cost reimbursement method.

The total cost of on-call engineering services, to be described in scopes of work requested by the Agency, cannot be determined at this time, in advance. The total cost for services will be established by Agreement between the Agency and the Engineer on a case-by-case basis as the need arises and/or by amendment to this Contract.

The following information will be provided for each project assigned by and approved by the Agency.

- (a) Cost Ceiling: The total amount of compensation for engineering services as described herein, and as further defined in letters or exhibits to this Contract including profit (fee), out-of-pocket expenses, direct labor costs, direct overhead and indirect overhead shall not exceed the total dollar cost agreed upon, without a formal amendment to this Contract.

- (b) Compensation Determination: The amount of compensation due the Engineer by the Agency for the services furnished under this Contract shall be determined as provided hereinafter. Such payment shall be full compensation for work performed.

Payment for work accomplished is on the basis of the Engineer's fully burdened labor cost plus direct non-salary costs.

1. Fully burdened labor costs are determined by multiplying the hours spent by employees on the project, times the employee's fully burdened billing rate. The fully burdened billing rates are identified on Exhibit "A" and include direct salary cost, overhead, and profit. Overhead includes federal, state, and local taxes; insurance and medical; professional development and education; vacations and holidays; secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools; rent, utilities, and depreciation; office expenses; recruiting; professional services; incentive and retirement; and facilities cost of capital.
2. The direct non-salary costs are those costs directly incurred in fulfilling the terms of this Contract including, but not limited to travel, reproduction, supplies and fees for special professional services of outside consultants. If the Engineer is directed to employ special, professional expertise, the Agency will be billed by the Engineer for the special service invoiced amount plus ten percent (10%) for administrative overhead.

Payment of compensation shall be upon submittal to the Agency of a bill by the Engineer at approximate monthly intervals for services rendered during the preceding time period.

The cost records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the Agency for a period of three (3) years after final payment. In the event any audit or inspection identifies any discrepancy in the financial records, the Engineer shall provide clarification and/or make adjustments accordingly.

ARTICLE 5

ADDITIONAL WORK

If during the performance of this contract, or subsequent to completion of the work under this contract, other or additional services other than those previously specified, including but not limited to additions or revisions by the Agency, are ordered in writing by the Agency, the Engineer agrees to provide the services and the Agency agrees to compensate the Engineer under the same method of Compensation Determination described herein, to be determined at the time the additional services are ordered. The

Engineer agrees not to proceed with the additional services until such time as the costs for the additional services have been approved by the Agency.

ARTICLE 6

PUBLIC RECORDS REQUESTS

The Engineer shall comply with Agency requests for documents which are the result of public records requests made under the Public Records Act. The Agency hereby acknowledges that gathering, copying and transmitting documents requested in this manner is Additional Work and agrees to compensate the Engineer accordingly.

ARTICLE 7

MAJOR REVISIONS

If, after the design has been approved by the Agency, and the Engineer has proceeded with the final design, and has performed work in processing same and the Agency authorizes new or substantially alters the design, the Agency will pay the Engineer a just and equitable compensation as mutually agreed upon by the Agency and the Engineer, or if an agreement cannot be reached within thirty (30) days, the equitable compensation shall be determined by mediators.

ARTICLE 8

COST ESTIMATE

The Agency is herewith advised that the Engineer has no control over the cost of labor, material, and equipment, including the contractors' and suppliers' methods of producing and delivering such goods and services; or over the methods and styles of competitive bidding or market conditions; and, accordingly, the Engineer's cost estimates are made and furnished on the basis of his experience and qualifications and represent only his best judgment as a design professional and within his familiarity with the construction industry, and, as such, the Engineer cannot and does not warrant, in any other manner or style, the accuracy of the cost estimates, nor that the estimates will or will not vary significantly with bids received by or construction costs realized by the Agency.

ARTICLE 9

FACILITIES TO BE FURNISHED BY THE ENGINEER

The Engineer shall furnish and maintain a central office, work space and equipment suitable and adequate for the prosecution of the work that is normal to the functioning of an established operating engineering practice.

ARTICLE 10

OWNERSHIP OF PLANS

All reports, designs, drawings and specifications prepared by the Engineer, as provided under this Contract shall be and do become the property of the Agency upon payment to the Engineer of his compensation as set forth in this Contract. Reuse of any of the instruments of services of the Engineer by the Agency on extensions of this project or on any other project without the written permission of the Engineer shall be at the Agency's risk and the Agency agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of the Engineer's instruments of service by the Agency or by others acting through the Agency.

ARTICLE 11

SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

ARTICLE 12

MEDIATION

All claims, disputes and other matters in question between Agency and Engineer shall, in the first instance, be subject to mediation. Either party may notify the other, by certified mail, of the existence of a claim or dispute. If such claim or dispute cannot promptly be resolved by the parties, the Engineer shall promptly contact the Judicial Arbitration and Mediation Service, Inc., or any other recognized mediation service agreed to by the parties, to arrange for the engagement and appointment of a mediator for the purpose of assisting the parties to amicably resolve the claim or dispute. The person or persons serving as mediator will be agreed upon by both parties. The cost of the mediator shall be borne equally by the parties. The Agency and Engineer further agree to cooperate fully with the appointed mediator's attempt to resolve the claim or dispute, and also agree that litigation may not be commenced, by either party, for a period of ninety calendar days following the receipt by the other party of the written notice of claim or dispute. This mediation provision may be asserted by either party as grounds for staying such litigation.

ARTICLE 13

ASSIGNABILITY

The Engineer shall not assign nor transfer any interest in this Contract without the prior written consent of the Agency.

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

The Engineer agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

The parties hereby incorporate 41 C.F.R. 60-1.4(a)(7); 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R.60-300.5(a)11; and 41 C.F.R. 60-741.5(a)6; if applicable.

This contractor and subcontractor shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 41 C.F.R. 741.5(a). These regulations prohibit discrimination against qualified protected veterans, and qualified individuals on the basis of disability, respectively, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities, respectively.

ARTICLE 15

COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, excepting bona fide employees. For breach or violation of this warranty, the Agency shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 16

SAFETY

The duty and/or Services furnished hereunder by the Engineer, does not include a review of the adequacy of any contractor's safety measures in, on, or near a project construction site. The contractor alone shall have the responsibility and liability thereof, and shall be insured accordingly. Neither the activities of the Engineer, nor the presence of the Engineer's employees at a site, shall relieve the contractor of their obligations, duties, and responsibilities with any health or safety precaution required to ensure the safety of the jobsite.

ARTICLE 17

INDEMNITY AGREEMENT

The Engineer's insurance shall be primary. The Engineer shall hold the Agency harmless from, and shall indemnify the Agency against, any and all claims, demands, actions or liabilities caused by or occurring by reason of any negligent act or omission of the Engineer, its agents, employees or subcontractors, arising out of or in connection with the performance of this Contract.

In those cases where damages have been caused by the concurrent negligence of the Agency and Engineer, its agents, employees or subcontractors, the Engineer shall be required to indemnify the Agency for that portion of the damages caused by the negligence of the Engineer, its agents, employees or subcontractors.

The Engineer has no duty to indemnify the Agency where damages were caused by the negligence of the Agency.

ARTICLE 18

INSURANCE

A. Public Liability

The Engineer shall provide evidence of comprehensive Public Liability and Property Damage Insurance which includes but is not limited to, operations of the Engineer, commercial general liability, and blanket limited contractual liability with limits of not less than:

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury & Property Damage: \$1,000,000 each person
\$1,000,000 each occurrence
\$1,000,000 each aggregate

AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000 each person
\$1,000,000 each occurrence

Property Damage: \$1,000,000 single limit

The Agency shall be named as an additional insured as respects this Contract. In conjunction therewith, the Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

B. Professional Liability

The Engineer shall provide Professional Errors and Omissions Liability Insurance which shall provide coverage for any negligent professional acts, errors or omissions for which the Engineer is legally responsible, with limits of not less than:

PROFESSIONAL ERRORS \$1,000,000 each occurrence
AND

OMISSIONS LIABILITY \$1,000,000 aggregate

The Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract.

ARTICLE 19

STATUS OF ENGINEER

The Engineer is an independent contractor operating for its own account, and is in no way and to no extent an employee or agent of the Agency. The Engineer shall have the sole judgment of the means, mode or manner of the actual performance of this Contract. The Engineer, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Contract.

ARTICLE 20

CERTIFICATION OF ENGINEER

Attached hereto is Exhibit "B" Certification Regarding Debarment, Suspension and Other Responsibility Matters.

ARTICLE 21

CHOICE OF LAW/JURISDICTION/VENUE

This Contract shall be governed as to validity, interpretation, construction and effect, and in all other respects, by the laws of the State of Washington. Jurisdiction of any suit or action arising out of or in connection with this Contract shall be in the State of Washington, and the venue thereof be in the same County as the Agency.

ARTICLE 22

NOTICES

In every case where, under any of the provisions of this Contract or in the opinion of either the Agency or the Engineer or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the Mayor, if given by the Engineer, or to the President or Secretary of the Engineer personally, if given by the Agency; or (2) mail the same or a copy thereof by registered or certified mail, postage prepaid, addressed to the other party at such address as may have theretofore been designated in writing by such party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the Agency for the purpose of mailing such notices shall be as follows:

CITY OF OMAK
2 North Ash
P.O. Box 72
Omak, Washington 98841

and the address of the Engineer shall be as follows:

GRAY & OSBORNE, INC.
1130 Rainier Avenue South
Suite 300
Seattle, Washington 98144

ARTICLE 23


ATTORNEY'S FEES

The parties agree that in the event a civil action is instituted by either party to enforce any of the terms and conditions of this Contract, or to obtain damages or other redress for any breach hereof, the prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year written below.

ENGINEER: Gray & Osborne, Inc.

AGENCY: City of Omak

By: 
(Signature)

By: _____
(Signature)

Name/Title: Michael B. Johnson, P.E., President

Name/Title: _____
(Print)

Date: 3/11/25

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT “A”

GRAY & OSBORNE

**PROFESSIONAL ENGINEERING SERVICES CONTRACT
FULLY BURDENED BILLING RATES*
THROUGH JUNE 30, 2025****

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 65.00	to	\$180.00
Electrical Engineer	\$125.00	to	\$232.00
Structural Engineer	\$125.00	to	\$232.00
Environmental Technician/Specialist	\$100.00	to	\$185.00
Engineer-In-Training	\$105.00	to	\$180.00
Civil Engineer	\$115.00	to	\$190.00
Project Engineer	\$130.00	to	\$200.00
Project Manager	\$148.00	to	\$265.00
Principal-in-Charge	\$165.00	to	\$265.00
Resident Engineer	\$125.00	to	\$200.00
Field Inspector	\$115.00	to	\$190.00
Field Survey (2 Person)***	\$200.00	to	\$315.00
Field Survey (3 Person)***	\$330.00	to	\$425.00
Professional Land Surveyor	\$125.00	to	\$208.00
Secretary/Word Processor***	N/A		

* Fully Burdened Billing Rates include overhead and profit.

** Updated annually, together with the overhead.

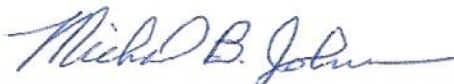
All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.70 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

*** Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

EXHIBIT “B”

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

- I. The Engineer, Gray & Osborne, Inc., certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B) of this certification; and
 - D. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.



Michael B. Johnson, P.E., President
Gray & Osborne, Inc.

3/11/25

Date

The Agency may confirm the Engineer’s suspension or debarment status on General Services Administration System for Award Management website: www.sam.gov.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd, Suite 230 Lafayette CA 94549 License#: 6003745	CONTACT NAME: Allison Barga PHONE (A/C No. Ext): 360-626-2007 E-MAIL ADDRESS: allison.barga@assuredpartners.com		FAX (A/C, No): 360-626-2007
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Gray & Osborne Inc 1130 Rainier Avenue South, Suite 300 Seattle WA 98144	INSURER A : The Travelers Indemnity Company of Connecticut		25682
	INSURER B : Travelers Property Casualty Company of America		25674
	INSURER C : Travelers Casualty and Surety Company		19038
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1417087099

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP/XCU/BFPD <input checked="" type="checkbox"/> Separation Instds GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6808N74449A	9/10/2024	9/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA8P536892	9/10/2024	9/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP8N747012	9/10/2024	9/10/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6808N74449A	9/10/2024	9/10/2025	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab: Claims Made Pollution Liab: Occurrence Form			105339819	9/10/2024	9/10/2025	\$1,000,000 Per Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder(s) is/are an Additional Insured on the Commercial General Liability and Auto Liability when required by written contract regarding activities by or on behalf of the Named Insured. The Commercial General Liability insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, Auto Liability, Umbrella / Excess Liability and Workers Compensation / Employers Liability in favor of the Additional Insured.
The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability.
Re: On-Call Engineering Services
The certificate holder is an additional insured per the attached.

CERTIFICATE HOLDER

CANCELLATION

CITY OF OMAK P.O. Box 72 2 North Ash Street Omak WA 98841	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.