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**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Zoom Meeting**  
**Monday, February 1, 2021 – 7:00 PM**

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**A. CALL TO ORDER**

**B. GREETING**

**C. CITIZEN COMMENTS**

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

**E. CONSENT AGENDA:**

1. Approval of minutes from January 19, 2021
2. Approval of Claims & January 2021 Payroll

**F. NEW BUSINESS:**

1. Res. 05-2021 – Approving Gray & Osborne, Inc for General Engineering Services 2021 
2. Res. 06-2021 – Approve Purchase of Fleet Vehicle Through WA State Purchasing Co-Op 

**G. OTHER BUSINESS:**

1. Council Committee Reports
2. Staff Reports

 **Action by City Council**

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In accordance with the "Stay Home, Stay Healthy" order from Governor Inslee, our Council Meeting will be conducted using Zoom Meetings (information on next page).  
If you need support, contact the City Clerk in advance of the meeting by calling 509-826-1170 or e-mail [clerk@omakcity.com](mailto:clerk@omakcity.com) for assistance.

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The City of Omak is inviting you to a scheduled Zoom meeting  
February 1st, 2021 @ 7:00pm

Join Zoom Meeting

<https://us02web.zoom.us/j/88429992307?pwd=cnRaZoVwVmJSREV1Zo9FL3VNRHZndzo9>

Meeting ID: 884 2999 2307

Passcode: 240386

One tap mobile

+12532158782,,88429992307#,,,,\*240386# US (Tacoma)

+16699006833,,88429992307#,,,,\*240386# US (San Jose)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

Meeting ID: 884 2999 2307

Passcode: 240386

Find your local number: [https://us02web.zoom.us/u/kGaXdlwXy](https://us02web.zoom.us/j/88429992307?pwd=cnRaZoVwVmJSREV1Zo9FL3VNRHZndzo9)

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears  
Public works Director

Date: February 1st, 2021

Subject: **Resolution 05-2021** Approving a Contract for Engineering Services.

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The Attached Resolution: **05-2021, A Resolution of the City Council of Omak Washington, Approving a Contract Between the City of Omak and Gray & Osborne, Inc. For General Engineering Services for 2021**, is forwarded for your consideration.

The City needs Engineering Services to assist with the various complexities of our public infrastructure's maintenance and development. The City has tried to maintain a formal selection process at least every three years to ensure that we receive qualified services.

This year we advertised in the local paper for General Engineering Services. These firms were reviewed and scored by the Selection Committee.

Gray & Osborne, Inc. was selected as the most qualified firm. Gray & Osborne has been working with the City since 2010 and continues to provide us excellent service.

I support this Resolution and its Adoption.

**RESOLUTION NO. 05-2021**

**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 2021**

**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 four firms responding to the advertisement in the Omak Chronicle, in accordance with the requirements of RCW 39.80.040; and

**WHEREAS**, firms were reviewed and evaluated by a committee on December 22<sup>nd</sup>, 2020; 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 2021 year.

Section 2. The Contract for Professional Engineering Services, dated January 13th, 2021, 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 \_\_\_\_\_, 2021.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# EXHIBIT A

**PROPOSAL AND CONTRACT  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

**CITY OF OMAK  
WASHINGTON**

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**JANUARY 2021**

**G&O Job. No. PR201.42**

**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 Professional Engineering Services. 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  
P.O. Box 72  
2 North Ash Street  
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**

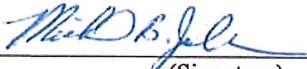
### **ATTORNEY'S FEES**

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: 1/13/21

Date: \_\_\_\_\_

"Equal Opportunity/Affirmative Action Employer"

**EXHIBIT "A"**

**GRAY & OSBORNE**

**PROFESSIONAL ENGINEERING SERVICES CONTRACT  
FULLY BURDENED BILLING RATES\*  
THROUGH JUNE 15, 2021\*\***

<b><u>Employee Classification</u></b>	<b><u>Fully Burdened Billing Rates</u></b>		
AutoCAD/GIS Technician/Engineering Intern	\$ 50.00	to	\$134.00
Electrical Engineer	\$120.00	to	\$190.00
Structural Engineer	\$110.00	to	\$167.00
Environmental Technician/Specialist	\$ 83.00	to	\$138.00
Engineer-In-Training	\$ 85.00	to	\$135.00
Civil Engineer	\$ 93.00	to	\$135.00
Project Engineer	\$119.00	to	\$148.00
Project Manager	\$125.00	to	\$205.00
Principal-in-Charge	\$138.00	to	\$205.00
Resident Engineer	\$122.00	to	\$167.00
Field Inspector	\$ 92.00	to	\$145.00
Field Survey (2 Person)***	\$171.00	to	\$230.00
Field Survey (3 Person)***	\$270.00	to	\$320.00
Professional Land Surveyor	\$118.00	to	\$155.00
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 \$0.57 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

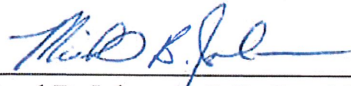
\*\*\* Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs,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

1/13/21  
\_\_\_\_\_  
Date

The Agency may confirm the Engineer's suspension or debarment status on General Services Administration System for Award Management website: [www.sam.gov](http://www.sam.gov).



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2021

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).

<b>PRODUCER</b> AssuredPartners   Hall & Company 19660 10th Ave NE Poulsbo WA 98370	<b>CONTACT NAME:</b> Allison Barga		
	<b>PHONE (A/C, No, Ext):</b> 360-626-2007	<b>FAX (A/C, No):</b> 360-626-2007	
<b>E-MAIL ADDRESS:</b> allison.barga@assuredpartners.com			
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b> Gray & Osborne Inc 1130 Rainier Avenue South, Suite 300 Seattle WA 98144	<b>INSURER A:</b> The Charter Oak Fire Insurance Company		25615
	<b>INSURER B:</b> The Travelers Indemnity Company of Connecticut		25682
	<b>INSURER C:</b> Travelers Property Casualty Company of America		25674
	<b>INSURER D:</b> Travelers Casualty and Surety Company		19038
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 931028397

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 OTHER:			6808N74449A	9/10/2020	9/10/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/POP AGG	\$ 2,000,000
								\$
B	<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			BA8P536892	9/10/2020	9/10/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<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			CUP8N747012	9/10/2020	9/10/2021	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6808N74449A	9/10/2020	9/10/2021	PER STATUTE <input checked="" type="checkbox"/> OTH-ER	WA Stop Gap
							E.I. EACH ACCIDENT	\$ 1,000,000
							E.I. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.I. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Liab: Claims Made Pollution Liab: Occurrence Form			105339819	9/10/2020	9/10/2021	\$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)

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 (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.

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears  
Public Works Director

Date: February 1st, 2021

Subject: **Resolution No. 06-2021** Approving the Purchase of a Fleet Vehicle.

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The attached Resolution: **06-2021, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF A FLEET VEHICLE THROUGH THE WASHINGTON STATE PURCHASING COOPERATIVE,** is forwarded for your consideration.

The requested replacement for fleet truck #118 is a 2021 Ford F350 4WD Cab and Chassis with an installed 11-foot dump bed and all the needed components attached on Exhibit "A" through the State Procurement Cooperative. The Purchasing Cooperative notes that any orders received between 01/21 – 03/31/21 will be ordered as a 2022 model year with price protection, estimated 3<sup>rd</sup> quarter delivery. If approved, this purchase will be made through Columbia Ford, a bona fide state vendor.

The purchase price is \$50,582.69, and funding in the 2021 Budget is \$48,000.00 an overage of \$2,582.69. The City Administrator advised that fund 508 can absorb the overage of this specific purchase.

I support this Resolution and recommend its approval.

**RESOLUTION NO. 06-2021**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF  
A FLEET VEHICLE THROUGH THE WASHINGTON STATE PURCHASING  
COOPERATIVE.**

**WHEREAS**, the City's 2021 Budget provides for an Equipment Rental capital outlay expenditure for the purchase of a fleet vehicle for use in the Public Works Department; and

**WHEREAS**, vehicle selection was based on considerations of department specification, performance, serviceability, uniformity, and cost as determined by the Public Works Director; and

**WHEREAS**, the equipment is available through the State Purchasing Cooperative from Columbia Ford, a bona fide State Purchasing vendor, in the amount of \$50,582.69; and

**WHEREAS**, the Purchasing Policy and Procedures Manual provide for purchasing this vehicle through an approved purchasing cooperative as an alternative to the competitive process.

**NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL**, that the purchase of a fleet vehicle, a copy of the quote is attached as Exhibit "A" is hereby approved. The Mayor is authorized and directed to execute all necessary contract documents.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**EXHIBIT A**

Contract #: 05916 Dealer: Columbia Ford (W403) 700 7th Avenue Longview WA 98632	Dealer Contact: Marie Tellinghiusen Dealer Phone: (360) 423-4321 Ext: 187 Dealer Email: <a href="mailto:orders@colford.com">orders@colford.com</a>
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**Organization Information**

Organization: OMAK, CITY OF - 22407 Email: <a href="mailto:er@omakcity.com">er@omakcity.com</a> Quote Notes: Vehicle Location: OMAK
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**Color Options & Qty**

Oxford White (Z1) - 1  Tax Exempt: N
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**Vehicle Options**

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0912-0001	2021 Ford F350 4WD Cab and Chassis	1	\$31,356.00	\$31,356.00
2021-0912-0002	INFORMATION ONLY: Columbia Ford offers a \$300 Prompt Payment Discount if payment is received within 20 days of vehicle delivery.	1	\$0.00	\$0.00
2021-0912-0003	INFORMATION ONLY: Columbia Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	1	\$0.00	\$0.00
2021-0912-0004	INFORMATION ONLY: Chassis Upfits (service bodies, flatbeds, dump bodies, cranes, snow plows, liftgates, lighting, etc.) are available and will be installed prior to vehicle delivery. To view, at bottom of page, check the box to the right of DISPLAY UPFIT OPTIONS. (#1000-1999 Allied Body Works) (#2000-2999 PMI Truck Bodies) (#3000-3999 Northend Truck Equipment). Do not mix-n-match upfit options between upfitters. All upfits must be ordered from ONE (1) upfitter.	1	\$0.00	\$0.00
2021-0912-0010	2021 Ford F350 4WD Cab and Chassis, Regular Cab, Dual Rear Wheels (DRW), 14,000# GVWR, 145 Wheelbase (WB), 60in Cab-to-Axle (CA), 6.2L 2-Valve SOHC-EFI NA V8 Gas Engine, TorqShift 10-Speed Automatic, 200 AMP Alternator, 650 CCA /72AH Battery, LT245/75R17E BSW All-Season PLU Tires with 17in Argent Painted Steel Wheels (NO spare tire unless ordered separately), 3.73 Rear Axle Ratio (Non-Limited Slip) (F3H/640A/996/44G/145WB/TD8/64K/X37/TTAS) -- THIS IS THE BASE VEHICLE, please refer to Vehicle Standard Specifications for complete description.	1	\$0.00	\$0.00
2021-0912-0011	Alternative Wheelbase, Regular Cab, Dual Rear Wheels, 169WB, 84CA, 14,000# GVWR (F3H/169WB)	1	\$170.00	\$170.00

2021-0912-0043	Trailer Brake Controller (verified to be compatible with electronic actuated drum brakes only, includes Smart Trailer Tow Connector) (N/A with Trailer Brake Wiring Kit #531)(52B)	1	\$259.00	\$259.00
2021-0912-0047	Snow Plow Prep Package (to be ordered w/ base 6.2L Gas Engine) (Not compatible w/ other front suspension packages #67H, 67X or 67P) (473)	1	\$240.00	\$240.00
2021-0912-0059	Cab Steps, Regular Cab (6in Angular Black Running Boards)(18B)	1	\$307.00	\$307.00
2021-0912-0063	Engine Block Heater (41H)	1	\$96.00	\$96.00
2021-0912-0064	Backup Alarm (76C)	1	\$134.00	\$134.00
2021-0912-0074	Rearview Camera and Prep Kit (includes loose camera and wiring bundle) (872) (Info: Upfitters offer rearview camera installation option with body orders)	1	\$396.00	\$396.00
2021-0912-0209	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	\$40.00	\$40.00
2021-0912-1000	INFORMATION ONLY: #1000-1999 Upfits to be installed prior to delivery by ALLIED BODY WORKS, Seattle, WA. Contact: 800-733-7450. (1001-1039 Platform/Stakeside) (1040-1199 Contractor/Dump/Landscaper Bodies) (1200-1299 Service Bodies and Options - Open/Flip-Top/Enclosed) (1300-1329 Cranes/Crane Bodies) (1330-1339 Mechanics Trucks) (1340-1349 Gooseneck Bodies) (1350-1365 Van Bodies) (1400-1429 Switch-n-Go Bodies) (1440-1449 Stellar Hooklifts) (1500-1599 Toolboxes/Tarps/Cameras/Hitches/Hoists/Back Packs/RammerRacks) (1600-1619 Tommy Gates) (1620-1699 Snow Plows and Spreaders) (1700-1749 Addons) (1750-1799 Lighting Options) -- UPFIT PRICING LISTED IS EFFECTIVE FOR ORDERS RECEIVED 01/01/2021 THRU 12/15/2021.	1	\$0.00	\$0.00
2021-0912-1053	Crysteel 11ft E-Tipper with Both Fold Sides, quick drop tailgate, integral 1/4 cabshield, double acting electric/hydraulic hoist, and 5in track on dash with universal phone holder, body is sandblasted and painted black (84CA, DRW) (ALL DB-11BFS) (ABW1053)	1	\$12,648.00	\$12,648.00
2021-0912-1560	Standard 2in Receiver Hitch with equal or greater than 16,000 GTWR includes/ 7-Way Flat RV Plug, Class V (7-Way or 6-Way Round plug available in lieu of 7-Way Flat for no additional cost, must specify at time of order) (Requires Body Order) (ALL-HITCH) (ABW1560)	1	\$901.00	\$901.00
2021-0912-1580	Installation of factory provided rearview camera (Must order Ford's Rearview Camera and Prep Kit, which is shipped loose from factory) (ABW1580)	1	\$116.00	\$116.00

**Quote Totals**

<b>Total Vehicles:</b>	1
<b>Sub Total:</b>	\$46,663.00
<b>8.4 % Sales Tax:</b>	\$3,919.69
<b>Quote Total:</b>	\$50,582.69