CITY OF SNOQUALMIE
CONTRACT ROUTING SHEET

▪ ORIGINATING DEPARTMENT INFO

Contract Name: Kimball Creek Bridges Repair

Department: Parks & Public Works

Staff Person: Jeff Hamlin

Date of Request: 9/27/22 Date Due: 9/30/22

Contract No: 22-076

▪ DOCUMENT TYPE

Professional Services Agreement If other:

▪ CONTRACTOR / VENDOR / CONSULTANT INFO

Name: Otak, Inc

Address: 11241 Willows Road NE, Suite 200, Redmond WA

Phone: 425.822.4446

▪ PROJECT TITLE (if relevant)

Project Phase: Design

Type of Person or Entity: Corporation: State where entity formed: Oregon Debarred or Suspended: ☐ Yes ☒ No

Signature name: Nico Vanderhorst, Principal Contractor Email: nico.vanderhorst@otak.com

Tax ID#: 91-1324129 Snoqualmie Business Lic. #: 108506 If none, date when application submitted:

Non Profit: ☐ Yes ☒ No Completed W9 ☒ Yes ☐ No

▪ SCOPE OF WORK - EXHIBIT A

☒ Attach a complete and detailed description of the services or scope of work, including completion date for each phase of work and location of work as EXHIBIT A to the contract. Additional exhibits may apply and should be included as needed.

▪ TERM/COMPENSATION

Commencement Date 9/30/22 Completion Date: 10/31/2024 Contract Extension: ☐ Yes ☒ No

Total Compensation: $206,454 Not to Exceed: $206,454

(Include expenses and sales tax, if any. If calculated on hourly labor charge, attach schedules of employees' titles and hourly rates)

Reimbursable Expenses: ☐ Yes ☒ No If yes, maximum dollar amount: $

Certificate of Insurance Required: ☒ Yes ☐ No (If yes, certificate must be attached before agreement is signed)

▪ PURCHASING & CONTRACTING REQUIREMENTS (see Snoqualmie Municipal Code (SMC) §2.90 Contracts)

Procurement Category: Architectural, Engineering (A&E)

Selection Process/Procedure Used: Architect & Engineer List

Approval Authority (Two approvers required): ☐ Staff ☐ Manager ☐ Director ☒ Mayor or City Admin. ☒ City Council

▪ CONTRACT ROUTING & APPROVALS (INITIALED & DATED BY APPROVER)

Date Approved by City Council, if required: 9/26/22

1. ☒ Director Name: Michael Chambless
2. ☒ Finance (Drew Bouta)
3. ☒ City Attorney: Anna Astrakan

▪ SIGNATURES COLLECTED

☒ Manager (if required):

☒ Director (if required):

☒ Mayor or City Administrator (if required):

▪ ACCOUNTING INFORMATION / OTHER NOTES

Applicable Account Codes & Descriptions:

☒ Signed Copy Back to Originating Department

☐ Forward Original to Deb Estrada, City Clerk

☒ Forward Original to Reina McCauley, Deputy City Clerk

CITY OF SNOQUALMIE

CONTRACT ROUTING SHEET

CITY OF SNOQUALMIE
AGREEMENT FOR CONSULTANT SERVICES
Contract Title: Kimball Creek Bridges Restoration

THIS AGREEMENT made and entered into by and between the CITY OF SNOQUALMIE, a Washington municipal corporation (the "City"), and Otak, Inc., a Washington corporation ("Consultant") is dated this 29 day of September 2022.

Consultant Business: Otak, Inc.
Consultant Address: 11241 Willows Road NE, Suite 200,
Redmond, WA 98052

Consultant Phone: (425) 822-4446

Consultant Fax: (425) 827-9577

Contact Name: Bob Doherty

Contact e-mail: Bob.Doherty@Otak.com

Federal Employee ID No.: 91-1324129

Authorized City Representative for this contract: Michael Chambless, Director of Parks and Public Works

WHEREAS, the City desires to make repairs to the two bridges carrying Meadowbrook Way SE: South Fork Kimball Creek Bridge No. 1413B and East Fork Kimball Creek Bridge No. 1413C; and

WHEREAS, public convenience and necessity require the City to obtain the services of a consultant with expertise in the area of bridge design, permitting and repair; and

WHEREAS, the City finds that Consultant is qualified to perform and is experienced in performing the required services; and

WHEREAS, the city desires to engage the Consultant to prepare necessary permitting and bridge repair design documents for bidding and construction of such repairs.

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. Employment of Consultant.

A. The City retains the Consultant to provide the services described in "Exhibit A" (the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

B. The City may revise the Work and the compensation only by a written Change Order signed by the authorized City representative that shall become a part of this Agreement.

C. The project manager(s) of the Work shall be Bob Doherty. The project manager(s) shall not be replaced without the prior written consent of the City.

D. Work shall commence when the City issues a notice to proceed, and it shall be completed

no later than October 31, 2024, unless the completion date is extended in writing by the City.

2. Compensation.

A. The total compensation to be paid to Consultant, including all services and expenses, shall not exceed $ 206,454 as shown on Exhibit B, which shall be full compensation for the Work. Consultant shall notify the City when its requests for payment reach eighty-five percent of the total compensation.

B. The Consultant shall be paid in such amounts and in such manner as described in Exhibit B.

C. Consultant shall be reimbursed for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses that are approved for reimbursement by the City in writing before the expense is incurred. If travel and/or overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

B. All requests for payment should be sent to

City of Snoqualmie
Attn: Jeff Hamlin, City Engineer
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065

4. Work Product.

A. The Consultant shall submit all reports and other documents specified in Exhibit A according to the schedule established in Exhibit A. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

B. All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk.

5. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice; provided, however, that in the event of a material breach of this Agreement, termination may be effective immediately or upon such date as determined by the City in its sole discretion. For purposes of this Agreement, "material breach" is defined as misfeasance, malfeasance or violation of any criminal law, ordinance or regulation. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant's material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the

Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner

6. Assignment of Contract – Subcontractors. Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

7. Indemnification.

A. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

B. Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

C. As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

D. Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

8. Insurance.

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than $1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.
2. Commercial General Liability Insurance on an occurrence basis in an amount not less than $1,000,000 per occurrence and at least $2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
3. Business Automobile Liability Insurance in an amount not less than $1,000,000 per occurrence, extending to any automobile used by Consultant in the course of the Work. A statement by Consultant and approved by the City Administrator,

certifying that no vehicle will be used in accomplishing this Agreement, may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than $1,000,000 per occurrence and $1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.

5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Snoqualmie, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

9. Independent Contractor. The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

10. Employment. The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

11. Audits and Inspections. The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

12. City of Snoqualmie Business License. Consultant shall obtain a City of Snoqualmie business license before performing any Work.

13. Compliance with Federal, State and Local Laws. Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

14. Waiver. Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

15. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

16. Modification of Agreement. This Agreement may be modified by a Change Order as provided in Paragraph 1, or by a writing that is signed by authorized representatives of the City and the Consultant.

17. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

18. Notices.

A. Notices to the City of Snoqualmie shall be sent to the following address:

City of Snoqualmie
Attn: Michael Chambless, Director of Parks and Public Works
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065

B. Notices to the Consultant shall be sent to the following address:

Otak, Inc.
Attn: Bob Doherty, PE
11241 Willows Road NE, Suite 200,
Redmond, WA 98052

19. Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

	CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.
CITY OF SNOQUALMIE, WASHINGTON By: Katherine Ross Its: Mayor Date: 9/29/2022	Corporation [Consultant's Complete Legal Name] By: Nicolaas M. Vanderhorst Typed/Printed Name: Nicolaas M. Vanderhorst Its: Principal Date: 9/28/2022
ATTEST: Reina McCauley Reina McCauley, Deputy City Clerk Date: 10/4/2022	

APPROVED AS TO FORM:

Anna Astrakhan
Assistant City Attorney, signing for
Bob C. Sterbank, City Attorney
Date: 9/28/2022

Exhibit A

SCOPE OF WORK

See Attached

EXHIBIT B

COMPENSATION

See Attached

Exhibit A

August 31, 2022

Michael Chambless, Public Works Director
City of Snoqualmie
PO Box 987
Snoqualmie, WA 98065

Re: Kimball Creek Bridges Restoration Project
Otak Project No. 20964

Dear Mr. Chambless:

The City is requesting services to prepare bridge restoration documents for two bridges carrying Meadowbrook Way SE: South Fork Kimball Creek Bridge No. 1413B and East Fork Kimball Creek Bridge No. 1413C. Repairs will be based on previously prepared concept-level recommendations prepared by Otak under a separate contract and will include utility coordination; cultural and historical analysis; permitting and environmental documentation; hydraulic design; civil roadway design, bridge repair design; and development of plans, specifications, and construction cost estimate. The following scope of work details these efforts.

SCOPE OF WORK

Task 1 – Project Management
Otak's project manager will provide direction and coordinate preparation of deliverables. The project manager will monitor the project planned budget and schedule versus actual progress and take corrective actions if necessary. Otak will prepare and submit monthly invoices and a brief progress report to reflect progress over the last billing period. Otak's project manager will maintain regular communication with the City's project manager.

Assumptions:
- Level of effort assumes 26 months of work.

Deliverables:
- Monthly invoices and progress reports will be prepared and submitted to the City.

Task 2 — Utility Coordination
This Task is added and includes work to coordinate project impacts to utilities along Meadowbrook Way SE.

2.1 Utility Coordination
This subtask involves the following:
- Preliminary Utility Coordination Meeting – Meet with utility company and City staff at 30% design stage to review plans, identify conflicts, and develop action plans. Prepare and distribute meeting notes.
- Individual Coordination – Resolve conflicts individually with the utility company and City staff that cannot be resolved at the meeting. Provide potential conflict information to utility and coordinate for utility removal, relocation, or reconnection.

- Final Coordination Meeting – Meet with utility company and the City at 90% Design stage to review plans, confirm resolution of conflicts, and verify relocation schedule. Prepare and distribute meeting notes.

Assumptions:
- Telephone is the only utility present at the site and is located on both bridges.
- Utility locations will be as shown in the survey base map provided by the City or supplemental information provided by the utility.
- The City will provide utility name and contact information
- Utility coordination items will be included in plans and specifications in other tasks.
- Utility coordination meetings will be remote using MS Teams or similar remote meeting application.

Deliverables:
Deliverables will be provided to the City via email. If file sizes prevent sending via email, files will be provided on an Otak SharePoint site and a link to access the files will be emailed to the City.
- Preliminary Meeting Notes (PDF)
- Final Meeting Notes (PDF)

Task 3 – Cultural and Historical Analysis (CRC)
This task is to provide a cultural resource survey to meet federal, state, and local compliance. The study will be designed to meet the requirements of Section 106 of the National Historic Preservation. The survey will also be done to meet the standards and guidelines of the Washington Department of Archaeology and Historic Preservation (DAHP).

If the Area of Potential Effects (APE) includes areas not covered by the 2014 cultural resources assessment, archaeological field work will be conducted. The archaeological field work will include a pedestrian survey of the APE walking transects spaced 10 to 20 meters apart. Shovel testing will be done where the surface visibility is inadequate to determine if an archaeological site is present. Historic resources (i.e., buildings, structures, sites, objects, and districts constructed at least 45 years before the date of survey) within the APE have not been recorded by prior studies; these will be documented.

The tasks will include the following.
- Background review of the previous studies conducted in the vicinity.
- A systematic pedestrian archaeological survey of the APE walking transects spaced no more than 20 meters apart.
- Excavation of up to 5 shovel tests that will be 20 inches (in) (50 centimeters [cm]) in diameter and excavated to a minimum depth of 20 in (50 cm). Sediments will be screened using ⅛-in hardware cloth. All shovel tests will be backfilled upon completion. No artifacts will be collected. Archaeological resources, if found, will need to be recorded.
- Documentation of historic resources that are within the APE. Inventory forms will be prepared for each documented historic resource using the DAHP WISAARD database; the forms will be included in the report appendix.
- Evaluate documented historic resources to determine their eligibility to be listed on the National Register of Historic Places (NRHP). An assessment of project effects under Section 106 will be done for those historic resources that are recommended as eligible for listing in the NRHP.
- Prepare a draft cultural resource survey report and submit to the City. It is assumed the City will submit to the U.S. Army Corps of Engineers (Corps). This report will be an update to the 2014 cultural resources assessment to satisfy Section 106 of NHPA for the project as it is now proposed. It will include a recommendation of whether the proposed project will have an adverse effect on historic properties, including archaeological sites. Archaeological and historic resource forms will be appended to the report.

- Address comments on the draft cultural resource survey report and finalize. A DAHP cover sheet will be included with the finalized version of the cultural resources report for agency submittal and distribution.
- Contact the cultural resources staff of tribes that may have an interest in or information regarding the project location. This communication is intended to inform the cultural resources assessment and does not constitute government-to-government consultation. Copies of this correspondence and received responses will be included as an attachment in the cultural resources assessment.

Assumptions:
- Up to 5 shovel tests will be excavated.
- Documentation of up to one archaeological resource using the DAHP WISAARD database; the form will be included in the report appendix.
- Two historic resources, South Fork Kimball Creek Bridge No. 1413B and East Fork Kimball Creek Bridge No. 1413C, both constructed in 1954, will be identified and documented for the project. It is unlikely that the bridges will meet minimum eligibility requirements for listing in the NRHP.
- The Corps, as lead agency for Section 106, will consult with DAHP and Tribes regarding the cultural resources assessment and potential effects to historic properties.

Deliverables:
Deliverables will be provided to the City via email. If file sizes prevent sending via email, files will be provided on an Otak SharePoint site and a link to access the files will be emailed to the City.
- A cultural resource survey report will be submitted for the review of the Corps. This report will satisfy Section 106 of NHPA. It will include a recommendation of whether the proposed project will have an adverse effect on historic properties, including archaeological sites. Archaeological and historic resource forms will be appended to the report. A DAHP cover sheet will be included with the finalized version of the cultural resources report for agency submittal and distribution. The draft and final report and resources forms will be provided electronically.

Task 4 — Environmental Documentation and Permitting
Permit applications and supporting environmental and regulatory compliance documentation will be prepared under this Task. Federal, state and local regulatory compliance requirements are included, as well as underlying deliverables and assumptions for the work.

4.1 Environmental Data Collection and Wetland/Habitat Delineation and Stream Characterization Report
Otak will conduct field work necessary to collect the environmental data for the preparation of the technical documents and permit applications for the project. Wetland boundary and stream ordinary high water (OHW) delineations will be conducted at both bridge locations to meet the requirements of Snoqualmie's Critical Areas Code (Snoqualmie Municipal Code [SMC] 19.12), the Corps of Engineers (the Corps), and Washington State Department of Ecology (Ecology). Wetland and stream boundaries will be flagged in the field, sketched and subsequently added to the project base map. Riparian and priority wildlife habitats will also be assessed.

The Consultant will prepare a Wetland/Habitat Delineation and Stream Characterization Report for each crossing to support the required federal, state, and county approvals required to construct the projects.
Stream and riparian habitats will be qualitatively assessed within and adjacent to the project area to sufficiently establish baseline conditions for instream and riparian habitat. Data forms documenting the wetland boundaries and instream habitat will be completed. Wetlands will be rated according to the 2014 Ecology Washington State Wetland Rating System for Western Washington methodology and classified per SMC 19.12.170. Streams will be rated per Washington Department of Natural Resources criteria for compliance with SMC 19.12.160. Buffer widths for wetlands and streams will be identified.

4.2 ESA Compliance Documentation

Documentation necessary for compliance with the provisions of the Endangered Species Act (ESA) will be prepared for the project. A No Effects Letter (NEL) will be prepared for each project for wildlife species regulated by the ESA and administered by the US Fish and Wildlife Service (USFWS) and NOAA Fisheries. A Biological Assessment/Evaluation report is not expected to be required due to the absence of ESA-listed species in the project vicinity. ESA compliance documentation will be submitted to the Corps of Engineers with the JARPA (Task 4.3) as supporting environmental compliance documentation for issuance of the Section 404 permit under the Clean Water Act.

4.3 Prepare 404/401, HPA, and Local Environmental Permit Applications

A Joint Aquatic Resources Permit Application (JARPA) will be completed when each project reaches a 60 percent design stage. The JARPA will be used to apply for the Ecology Section 401 Water Quality Certification (WQC); Washington State Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA); and a Section 404 permit from the Corps of Engineers. The projects are expected to qualify for a Nationwide Permit (NWP) #14 for Linear Transportation projects or an NWP #3 for Maintenance from the Corps of Engineers. A JARPA application will be prepared for each bridge project. JARPA submittals will consist of the application form, public notice formatted drawing set (sized 11”x17”), and construction plans for submittal to relevant regulatory agencies.

A 401 WQC Pre-Filing request will be submitted to Ecology after the 404 application package is submitted to the USACE. A Water Quality Monitoring Plan is not anticipated to be required by Ecology for the 401 WQC. If it is required, then it will be prepared under a separate contract amendment or similar.

The project will require compliance with SMC 19.12.150 (Frequently Flooded Areas) and SMC 15.12 (Flood Hazard Regulations) for activities within a regulated floodplain. The project will also require compliance with SMC 19.12.160 (Streams), 19.12.170 (Wetlands), and 19.12.190 (Fish and wildlife habitat conservation areas). A floodplain permit and clearing and grading permit application(s) will be prepared under this task and submitted online. It is assumed that Public Works will coordinate with the Community Development Department regarding the pre-application meeting requirement listed at SMC 19.12.070 prior to the permit application submittals.

4.4 Prepare Critical Areas Report and Buffer Mitigation Plan

The project will require a mitigation and monitoring plan that addresses no net loss of ecological functions in critical areas as required by the City, Ecology, and WDFW. The project is anticipated to temporarily impact wetland and stream buffers adjacent to the bridges to access the abutments. The plan will include performance standards and monitoring methods to meet City code requirements.

If the no net loss standard cannot be achieved on site within the City right of way and the project is determined to require compensatory mitigation for unavoidable adverse impacts to wetlands or streams, then off-site compensatory mitigation will be assessed in the immediate vicinity of the crossings within the limits of the baseline documentation. The baseline Wetland/Habitat and Stream Characterization Report will be amended to include the project impacts to critical areas, restoration of temporary impacts on site, and a monitoring and maintenance plan.

If onsite mitigation cannot be identified, then a Bank Use Plan will be prepared for purchase of mitigation credits. The Bank Use Plan would be prepared under a separate scope of work.

4.5 Agency Meetings, Permit Facilitation, and City Coordination

Prior to permit submittals, Otak will support City staff to arrange up to one (1) meeting, preferably on-site, with all applicable City and WDFW staff to assure that they have a solid understanding of the existing and proposed conditions for the project prior to receiving the JARPA package. After permits are submitted, Otak will coordinate with City staff to respond to comments, provide additional clarification, and assist with shepherding the permits through the process efficiently.

4.6 SEPA Compliance

The project will require compliance with the State Environmental Policy Act (SEPA). Otak will prepare a SEPA checklist for each project, with vicinity map and simple plan view appropriate for the general public, and will submit the checklists to the City for environmental review as the lead agency in the SEPA process. The SEPA Checklists will be submitted along with the local permit applications prepared under Task 4.3

Assumptions:

- Wetland and stream boundaries will be verified within the City-owned right of way and adjacent private parcels immediately adjacent to the right of way as needed for site access. The study area will be confirmed with the City prior to completing field work (e.g., staging areas).
- City will acquire rights of entry to areas from adjacent property owners prior to field work.
- Otak will survey the flagged wetland and stream boundaries.
- The project will result in a Determination of Non-Significance for SEPA compliance. Preparation of an EIS is not included in this scope.
- The project will meet the definition of maintenance under the 4(d) Program.
- The project will result in a No Effects determination for ESA-listed species regulated by the USFWS and NOAA Fisheries. A Biological Assessment (BA) or Biological Evaluation (BE), if required, would be completed under a separate scope of work
- Application fees will be paid by the City.
- The project will adhere to appropriate mitigation sequencing and will avoid and minimize adverse impacts to the extent possible prior to proposing compensatory mitigation within or outside of the City-owned right of way.
- If complete mitigation cannot be provided on-site within the vicinity of each crossing, then offsite compensatory mitigation (e.g., Bank Use Plan) that meets the federal, state, and local requirements would be completed under a separate scope of work.
- Two (2) Otak staff members will attend one (1) onsite meeting not to exceed four (4) hours.
- Two (2) Otak members will attend a total of two (2) internal coordination meetings not to exceed three (3) hours each.

Deliverables:

Deliverables will be provided to the City via email. If file sizes prevent sending via email, files will be provided on an Otak SharePoint site and a link to access the files will be emailed to the City.

- Draft Wetland/Habitat Delineation and Stream Characterization Report (2) (MS Word and PDF)
- Final Wetland/Habitat Delineation and Stream Characterization Report (2) (PDF)
- Draft NEL (2) (PDF)
- Final NEL (2) (PDF)
- Draft JARPA (2) (PDF)
- Final JARPA (2) (PDF)
- 401 Pre-Filing Request (2)
- Floodplain and Grading/Clearing Permit Application contents (2) (PDF)
- Draft Critical Areas Report and Buffer Mitigation Plan (2) (PDF)
- Final Critical Areas Report and Buffer Mitigation Plan (2) (PDF)
- Project plans or exhibits appropriate for the field visit (PDF).
- Draft SEPA checklist with vicinity map and site plan (2) (PDF)
- Final SEPA checklist with vicinity map and site plan (2) (PDF)

Task 5 – Hydraulic Design

5.1 Data Collection

Collect and review available information on Kimball Creek and East Fork Kimball Creek; and the existing bridge crossing, including previous study reports, as-built plans, bridge inspection reports, available survey data, historic air photos, and available geotechnical information, and bridge replacement plans and design reports prepared previously by others. Some of this information has already been provided by the City.

5.2 Site Investigation and Channel Stability Assessment

- Conduct a site investigation to record observations, gather field measurements, and take digital photographs.
- Record observations of the following:
  - Stream characteristics and the adjacent floodplain in the vicinity of the bridges
  - Lateral and vertical stability of the stream channel
  - General and local scour at the bridges
  - Lateral and vertical controls
  - Stream channel and floodplain roughness
  - Stream bed material characteristics
- Field-analyze stream bed material using the Wolman pebble count method.
- Identify and stake or flag in the field any additional survey work needed to support the hydraulic modeling.
- Review available historic air photos to evaluate instances of past channel migration.
- Evaluate the vertical and lateral stability of the channel, based on the field investigation.

5.3 Hydrologic Analysis

- Otak will review the hydrologic models, documentation, and critical design flows developed by others that will be provided by the City for each crossing. It is assumed that the land cover parameters used in the previous models are suitable to represent current conditions. Otak will update the precipitation input for the models, if necessary.
- After updating the precipitation in the hydrologic model, the results will be summarized in the Hydraulics Report under Task 5.8.

5.4 Hydraulic Analysis

- Otak will review the hydraulic model (HEC-RAS) for existing conditions developed by others that will be provided by the City. Otak will add up to two cross-sections to the model for scour analysis.
- The hydraulic models will be updated with additional cross sections in the vicinity of each bridge using survey data provided by the City and supplemented with available LiDAR data in the overbank areas.
- Perform a hydraulic analysis of Kimball Creek and East Fork Kimball Creek in the vicinity of the bridges using the U.S. Army Corps of Engineers HEC-RAS computer software to evaluate existing conditions and up to three (3) project conditions for a range of flows up through the 500-year event.

5.5 Scour Analysis

- Conduct a scour analysis at each bridge following the guidelines as outlined in HEC-18, Evaluating Scour at Bridges (Fifth Edition) to support the design of scour countermeasures.
- Evaluate the long-term degradation potential based on field evaluation, bridge inspection reports, and any other historical information on the channel in the vicinity of the bridge.
- Calculate general (contraction) scour and bend scour as necessary. It is assumed that the proposed scour countermeasures will protect against local scour at the abutments so that local abutment scour calculations will not be necessary.

5.6 Design of Scour Countermeasures

- Coordinate with other design disciplines to develop one or more design alternatives for the scour countermeasures.
- As needed, perform riprap design calculations to determine the gradation and thickness of any riprap revetment.
- Based on the scour analysis and any riprap design calculations, develop the basic layout for each design alternative.

5.7 Temporary Water Management

- Determine limits of work area isolation.
- Develop temporary water management approach to isolate in-stream work areas.

5.8 Hydraulics Report

- Prepare a Draft Hydraulics Report that documents the hydraulics analysis, scour analysis, design of scour countermeasures, and in-stream isolation plan and submit for review. The report will address any impacts to Base (100-year) Flood Elevations to support a No-Rise Certification.
- Prepare a response to review comments and incorporate changes into a Final Hydraulics Report.

Assumptions:

- Peak flow design discharges will be based on hydrologic models provided by the City, with only precipitation to be updated by Otak.
- All survey data to be provided by the City
- The scour repair can be designed to meet a “no-rise” condition and therefore a CLOMR/LOMR will not be required.
- The roadway restoration related to the bridge repair will not require the project to include any stormwater flow control, runoff treatment, or any permanent on-site stormwater management BMPs.
- If cover under the Ecology Construction Stormwater General Permit is required, the Stormwater Pollution Prevention Plan (SWPP) will be prepared by the Contractor that is awarded to construct the project.

Deliverables:

Deliverables will be provided to the City via email. If file sizes prevent sending via email, files will be provided on an Otak SharePoint site and a link to access the files will be emailed to the City.

- Draft Hydraulics Report (Hard copy and PDF)
- Final Hydraulics Report (Hard copy and PDF)
- Electronic copy of the HEC-RAS model used for the hydraulic analysis

Task 6 – Civil Design

This task includes the following civil engineering design services. Incorporation of these designs into the project documents is included in a separate task.

6.1 Site Investigation

Visit each bridge to:

- Verify guardrail type and layout
- Take site photos to document guardrail layout and condition

6.2 Guardrail Design

Review and implement WSDOT design standards and standard plans for replacing guardrail approaches to the bridge.

6.3 Pavement Design
Design asphalt pavement section to replace pavement removed during repairs.

6.4 Detour Design
Determine signing requirements and coordinate with the City and other agencies affected by the detour.

Assumptions:
- Guardrail replacement will be similar to the existing layout and shoulder improvements will not be needed.
- Future ADT and percent truck traffic listed in the WSBIS Local Agency Inventory Report provided for each bridge by the City will be adequate for pavement design.
- Detour route will be similar to that used in the previous bridge replacement design by others and will require coordination with and approval by the City of North Bend, King County and WSDOT.

Deliverables:
None. Efforts in this task will be incorporated into the construction documents covered in a separate task.

Task 7 – Structural Design
This task includes the structural analysis and design services.

7.1 Site Investigation
Visit each bridge to:
- Verify bridge member conditions noted in the bridge inspection reports dated 8/3/2021.
- Take site photos to document site and member conditions.
- Field measure members to determine member size and limits to supplement bridge plans.

7.2 Bridge Load Rating
Perform bridge load rating calculations in accordance with the AASHTO Manual for Bridge Evaluation (MBE) and the Washington State Department of Transportation (WSDOT) Bridge Design Manual (BDM). Two draft and final bridge load ratings will be performed for each bridge and submitted to the City:
- Existing bridges to determine member live load carrying capacity and repairs needed.
- As-repaired bridge condition after completion of construction to capture as-built conditions and verify desired live load capacity.

Final bridge load ratings will be stamped and signed by a professional engineer licensed in the State of Washington.

7.3 Bridge Repair Design
Bridge repairs will be based on recommendations provided in our draft Kimball Creek Bridges Assessment Memorandum, dated 5/26/2022 which are based on bridge inspection reports dated 8/3/2021 prepared by the King County bridge group and provided by the City. The Consultant will review the results of the bridge load rating efforts above to identify extent of repairs and determine additional repairs if needed.
- Perform calculations for repairs and new members.
- Coordinate with hydraulic discipline to incorporate scour countermeasures with bridge repairs.

Bridge repair calculations will be stamped and signed by a professional engineer licensed in the State of Washington.

Assumptions:
- Full bridge inspection, material testing, ground penetrating radar (GPR) will not be needed to assess the existing condition of the bridge.

- Bridge repairs will be limited to those identified in the identified in the draft Kimball Creek Bridges Assessment Memorandum, dated 5/26/2022, prepared by Otak.
- Roadway excavation will be needed to repair bridge timber abutment walls requiring the need for bridge approach pavement and guardrail restoration.
- Roadway will be closed with a detour during bridge repairs.

Deliverables:
Deliverables will be provided to the City via email. If file sizes prevent sending via email, files will be provided on an Otak SharePoint site and a link to access the files will be emailed to the City.

- Draft Bridge Load Rating of existing bridge condition for Bridge 1413B (PDF)
- Draft Bridge Load Rating of existing bridge condition for Bridge 1413C (PDF)
- Final Bridge Load Rating of existing bridge condition for Bridge 1413B (PDF)
- Final Bridge Load Rating of existing bridge condition for Bridge 1413C (PDF)
- Draft Bridge Load Rating of as-repaired bridge condition for Bridge 1413B (PDF)
- Draft Bridge Load Rating of as-repaired bridge condition for Bridge 1413C (PDF)
- Final Bridge Load Rating of as-repaired bridge condition for Bridge 1413B (PDF)
- Final Bridge Load Rating of as-repaired bridge condition for Bridge 1413C (PDF)
- Final Bridge Repair Structural Calculations (PDF)

Task 8 – Construction Documents

8.1 30% Design Documents
This task will develop the design to an approximate 30% level. The primary use of this submittal is for project team review, intra- and inter-disciplinary coordination, confirming the location of environmental boundaries, determining preliminary environmental impacts, evaluating scour repair features, providing information to utility providers for conflict review, and to communicate project assumptions and challenges.

This work will include the following:

- Project kickoff meeting – schedule and attend meeting with City staff to initiate design tasks
- Plans – plan sheets as assumed below
- Construction Cost Estimate

8.2 60% Design Documents
30% level documents will be updated to address comments from the City and will be developed to the 60% design level of completion, appropriate for Environmental Permitting. This work will include the following:

- 30% design review meeting with the City.
- Plans – plan sheets as assumed below
- Project Technical Special Provisions Outline. The outline will identify work and specification sections to be developed during 90% design.
- Construction Cost Estimate

8.3 90% Design Documents
60% level documents will be updated to address comments from the City, coordination with utilities, and permitting agencies; and will be developed to the 90% design level of completion, appropriate for establishing final decisions. This work will include the following:

- 60% design review meeting with the City
- Plans – plan sheets as assumed below
- Project Technical Special Provisions

- Construction Cost Estimate

8.4 Final Design Documents

90% level documents will be updated to address comments from the City and coordination with utilities and will be finalized. This work will include the following:

- 90% design review meeting with the City.
- Final Plans, stamped and signed by a professional engineer licensed in the State of Washington
- Final Project Technical Special Provisions
- Final Construction Cost Estimate

Assumptions:

- Meetings will be held remotely via MS Teams or similar remote meeting application
- The design will not change substantially after the completion of the 60% design
- The City will compile consultant provided special provisions into the final bid documents
- The following sheets are assumed at each design stage:

Sheet Name	30% Design	60% Design	90% and Final Design
Cover Sheet	1	1	1
General Notes, Index, and Legend	-	1	1
Roadway Typical Section	1	1	1
Guardrail and Striping Plan	1	1	1
Bridge No. 1413B			
Existing Conditions Plans	1	1	1
Erosion Control and Work Area Isolation Plans	-	1	1
Bridge Repair Layout	1	1	1
Bridge Repair Notes	-	1	1
Bridge Repair Details	-	1	2
Scour Repair Details	-	1	2
Restoration/Landscaping/Mitigation Plans	1	1	1
Bridge No. 1413C			
Existing Conditions Plans	1	1	1
Erosion Control and Work Area Isolation Plans	-	1	1
Bridge Repair Layout	1	1	1
Bridge Repair Notes	-	1	1
Bridge Repair Details	-	1	2
Scour Repair Details	-	1	2
Restoration/Landscaping/Mitigation Plans	1	1	1
Detour Plan	1	1	1
Total Sheets	**10**	**19**	**23**

Deliverables:

- 30% Plans (PDF)
- 30% Construction Cost Estimate (PDF)
- 60% Plans (PDF)

- 60% Construction Cost Estimate (PDF)
- 60% Special Provisions Outline (MS Word)
- 90% Plans (PDF)
- 90% Construction Cost Estimate (PDF)
- 90% Special Provisions (MS Word)
- Final Plans (PDF)
- Final Construction Cost Estimate (PDF)
- Final Special Provisions (MS Word)

Task 9 – Construction Phase Services
The City will lead the Construction Phase of the project. The Consultant will provide the following support services:

9.1 Bid Assistance
Consultant will provide responses to bidders' questions and assistance to the City, including:
- Assist City in responding to engineering questions from Bidders.
- Assist City preparing addenda.

9.2 Construction Support
- Review construction submittals:
  - Stream isolation plan
  - Excavation dewatering plan
  - Traffic control / detour plan
  - Bridge repair plan
- Respond to field questions and requests for information (RFIs). The number of RFIs may vary within the maximum level of effort assumed in the fee estimate.
- Attend on-site project meetings:
  - Pre-construction meeting
  - One (1) project meeting
- Site observations during critical times, including site observation report within five (5) working days of observation date:
  - Stream isolation (2)
  - Scour repair installation (2)
  - Bridge member repairs (2)
- Punchlist walkthrough prior to project completion, including list of items to be completed or corrected within five (5) working days of walkthrough date.

Assumptions:
- The City will take the lead in fielding and responding to Bidder inquiries during the bid period.
- Addenda will be compiled by the City and issued to the Bidders.
- Consultant will respond directly to the City, unless requested otherwise by the City.
- The City will prepare the preconstruction meeting agenda and notes.
- Consultant will be on site as select times only. The City will perform regular project inspections as needed.

Deliverables:
- Submittal responses
- RFI responses
- Site observation reports
- Punchlist walkthrough list

FEE ESTIMATE

The following summarizes the fee breakdown for this scope of work:

Task	Total
Task 1 – Project Management	$ 26,674
Task 2 – Utility Coordination	$ 4,084
Task 3 – Cultural and Historical Analysis (CRC)	$ 4,200
Task 4 – Environmental Documentation and Permitting	$ 51,212
Task 5 – Hydraulic Design	$ 45,408
Task 6 – Civil Design	$ 4,978
Task 7 – Structural Design	$ 22,302
Task 8 – Construction Documents	$ 36,422
Task 9 – Construction Phase Services	$ 10,094
Direct Expenses	$ 1,080
Total	**$ 206,454**

We estimate that we can complete the above scope of work on a time and materials basis for a budget not to exceed the total above. If unexpected situations arise for which additional work is required, Otak will notify the City immediately and discuss any impacts to the scope of work and budget.

SCHEDULE

Otak will commence work after receiving signed notice to proceed (NTP) on this scope of work. The following project timeline is assumed:

- NTP issued: September 7, 2022
- Design and permitting phase completion: September 29, 2023
- Bidding completion: March 1, 2024
- Construction completion: September 30, 2024
- Contract end date of October 31, 2024

Exhibit B

Kimball Creek Bridges Restoration Project

Fee Estimate
Otak, Inc.
Otak Project #20964
Date: 8/31/2022

		Structural		Civil		Hydraulics					Environmental / Permitting			Drafting	Admin.		
		PM / Lead Bridge Engr.	Bridge Engr.	Civil Lead/QC	Civil EIT	Hyd. QC	Hydrologist	Hyd. Lead	Hyd. Engr.	Civil EIT	Env. Lead	Env. Staff	L.A.	Drafter	Coordinator		
Task	***Description***	Civil Engineer X	Civil Engineer V	Civil Engineer X	Engineering Designer IV	Civil Engineer X	Scientist VI	Civil Engineer IX	Civil Engineer IV	Engineering Designer IV	Scientist V	Scientist II	Landscape Architect VI	Engineering Tech IV	Project Coordinator	***Total Hours***	***Total Budget by Task***
1	**Project Management**	**108**													**26**	**134**	**$26,674**
	General Project Management	82														82	$17,548
	Monthly Invoices and Progress Reports	26													26	52	$9,126
2	**Utility Coordination**	**12**						**6**			**2**					**20**	**$4,084**
2.1	Utility Coordination	12						6			2					20	$4,084
3	**Cultural and Historical Analysis**	**Subconsultant: Cultural Resources Consultants (CRC) - See Below**															
4	**Environmental Documentation and Permitting**	**2**	**8**								**136**	**248**	**8**			**402**	**$51,212**
4.1	Environmental Data Collection and Wetland/Habitat Delineation and Stream Characterization Report										36	96				132	$15,984
4.2	ESA Compliance Documentation										20	40				60	$7,480
4.3	Prepare 404/401, HPA, and Local Environmental Permit Applications		8								32	48	8			96	$12,728
4.4	Prepare Critical Areas Report and Buffer Mitigation Plan										24	40				64	$8,136
4.5	Agency Meetings, Permit, Facilitation, and City Coordination	2									12					14	$2,396
4.6	SEPA Compliance										12	24				36	$4,488
5	**Hydraulic Design**					**17**	**12**	**42**	**102**	**152**						**325**	**$45,408**
5.1	Data Collection							4	8	16						28	$3,696
5.2	Site Investigation and Channel Stability Assessment							8	10	12						30	$4,286
5.3	Hydrologic Analysis					1	12	2	8	8						31	$5,046
5.4	Hydraulic Analysis					6		8	16	24						54	$7,748
5.5	Scour Analysis					6		4	12	24						46	$6,432
5.6	Design of Scour Counterneasures					4		2	12	12						30	$4,216
5.7	Temporary Water Management							6	12	24						42	$5,544
5.8	Hydraulics Report							8	24	32						64	$8,440
6	**Civil Design**	**4**		**3**	**30**											**37**	**$4,978**
6.1	Site Investigation				6											6	$696
6.2	Guardrail Design			2	4											6	$892
6.3	Pavement Design			1	4											5	$678
6.4	Detour Design	4			16											20	$2,712
7	**Structural Design**	**12**	**138**													**150**	**$22,302**
7.1	Site Investigation	6	6													12	$2,142
7.2	Bridge Load Rating	4	72													76	$11,152
7.3	Bridge Repair Design	2	60													62	$9,008
8	**Construction Documents**	**24**	**100**	**4**	**25**			**14**	**10**	**8**	**8**	**5**	**12**	**38**	**3**	**251**	**$36,422**
8.1	30% Design Documents	6	34	1	10			2	2	2	2		6	12		77	$10,982
8.2	60% Design Documents	8	40	1	8			4	2	2	2	2	2	16	1	88	$12,555
8.3	90% Design Documents	8	20	1	4			6	4	2	2	2	2	8	1	60	$9,041
8.4	Final Design Documents	2	6	1	3			2	2	2	2	1	2	2	1	26	$3,844
9	**Construction Phase Services**	**10**	**26**	**2**	**2**			**8**	**6**	**2**	**2**	**2**	**1**			**61**	**$10,094**
9.1	Bid Assistance	4	4	1	1			1	1	1	1	1			1	16	$2,609
9.2	Construction Support	6	22	1	1			7	5	1	1	1	1		1	47	$7,485
	Total Hours	172	272	9	57	17	12	70	118	162	148	255	21	38	31	1382	
	Billing Rate	$214.00	$143.00	$214.00	$116.00	$214.00	$205.00	$198.00	$131.00	$116.00	$164.00	$105.00	$162.00	$106.00	$137.00		
	Total Labor Cost	$36,808	$38,896	$1,926	$6,612	$3,638	$2,460	$13,860	$15,458	$18,792	$24,272	$26,775	$3,402	$4,028	$4,247		$201,174
	Direct Expenses																$1,080
	Subconsultant Administration																
	Otak Total																**$202,254**

Subconsultants	Fee
Cultural Resources Consultants (CRC)	**$ 4,200.00**
Subconsultants Total	**$4,200**

	Total	**$206,454**

Client#: 53352 OTAKINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/27/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Greyling Ins. Brokerage/EPIC
3780 Mansell Road, Suite 370
Alpharetta, GA 30022

CONTACT NAME: Carly Underwood
PHONE (A/C, No, Ext): 770.670.5324 **FAX (A/C, No):**
E-MAIL ADDRESS: carly.underwood@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company of America	25666
INSURER B : Travelers Prop Casualty Co of America	25674
INSURER C : Berkley Insurance Company	32603
INSURER D : Charter Oak Fire Insurance Co.	25615
INSURER E :	
INSURER F :	

INSURED
Otak, Inc.
808 SW Third Avenue, Suite 800
Portland, OR 97204

COVERAGES **CERTIFICATE NUMBER: 22-23** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6805H242469	01/01/2022	01/01/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:						WA Stop Gap	$1,000,000
D	AUTOMOBILE LIABILITY			BA3R284328	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUP5C857081	01/01/2022	01/01/2023	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Professional Liability			AEC905140101	01/01/2022	01/01/2023	Per Claim $2,000,000 Aggregate $4,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract No: 22-074, Snoqualmie Trail Bridges and Boardwalks Project. Otak project #020987.000.
City of Snoqualmie, its officers, employees and agents are named as Additional Insureds with respects to General & Automobile Liability where required by written contract.
The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract.
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Snoqualmie
Attn: Parks and Public Works
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065-000

CANCELLATION

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

Waiver of Subrogation is applicable where required by written contract & allowed by law.
Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/27/2022

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	CONTACT NAME: Oksana Chorna	
Elliott Powell Baden and Baker Inc. An ISU Network Member 1521 SW Salmon Street Portland OR 97205-1783	PHONE (A/C, No, Ext): (503) 227-1771	FAX (A/C, No): (503) 274-7644
	E-MAIL ADDRESS: ochorna@epbb.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SAIF	36196
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Otak Inc.
808 SW 3rd Ave Ste 800
Portland OR 97204

COVERAGES **CERTIFICATE NUMBER:** 22/23 WC **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	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		487431	01/01/2022	01/01/2023	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Per attached WC000313

Re: Contract No: 22-074, Snoqualmie Trail Bridges and Boardwalks Project. Otak project #020987.000.

CERTIFICATE HOLDER

City of Snoqualmie
Attn: Parks and Public Works
38624 SE River Street
P.O. Box 987
Snoqualmie WA 98065

CANCELLATION

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

Oksana Chorna

© 1988-2015 ACORD CORPORATION. All rights reserved.

Carrier no: 20001

Endorsement no: WC000313
(Ed. 430B)

SAIF policy: 487431 Otak Inc

Waiver of Our Right to Recover from Others Endorsement

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Description:	ALL OPERATIONS
Contractor name:	Persons and/or organizations with whom the insured-employer is required by written contract to waive subrogation rights.

This endorsement does not alter the rights of an injured worker to pursue recovery from another party or SAIF to receive a statutory share of recoveries by an injured worker, even from the party listed in the schedule.

The premium charge for this endorsement is based on one (1) percent of your manual premium.

Effective date: January 01, 2022

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Countersigned December 21, 2021 at Salem, Oregon

WC000313
(Ed. 430B)

Chip Terhune
President and Chief Executive Officer

400 High Street SE
Salem, OR 97312
P: 800.285.8525
F: 503.373.8020

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.

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes the copyrighted material of Insurance Services Office, Inc., with its permission

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.

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes the copyrighted material of Insurance Services Office, Inc., with its permission

Policy Number: BA3R284328

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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 signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.