



**On-Call Consulting, Task Order 01-06
Contract Number 2025-36**

Contractor Name:	<u>Consor North America, Inc</u>
Original Contract Amount:	<u>\$99,342.00</u>
Previous Contract Amendment(s) Total Amounts:	<u>n/a</u>
New Contract Total:	<u>n/a</u>
Contract Task Order #1-6 Estimated Amount:	<u>\$99,342.00</u>
Contract Funds not yet expended:	<u>\$0</u>
Original Contract Date:	<u></u>
New Contract Completion Date:	<u>n/a</u>
Contract Change or Amendment Required?	<u>No</u>

Reason for Contract Task Order's 01-06

- Consor North America, Inc. will provide design services for the Bruett Road Replacement Project, replacing the existing 8-inch PVC water main with 12-inch ductile iron pipe along NE 152nd Street (Bruett Road) from 3rd Avenue NE to 26919 NE 152nd Street.

Description of Work included in Scope of Services.

All other terms of the contract remain the same.

The City of Duvall hereby accepts the above-described Task Order and authorizes the performance of the changes specified. This instrument constitutes allowed use of the Contract as provided for.

City of Duvall

Contractor




Recommended By:	<u></u> <small>Steven Leniszewski (Sep 12, 2025 11:03:31 PDT)</small> Steven Leniszewski Public Works Director	<u></u> <small>Nathan Rostad (Sep 12, 2025 12:32:55 PDT)</small> Authorized Representative	<u>9/12/25</u> Date
Finance Authorization:	<u></u> <small>Beth McMinn (Sep 12, 2025 11:19:26 PDT)</small> Beth McMinn Finance Director	Firm Name: <u>Consor North America, Inc</u> Address: <u>6505 Waterford District Drive, Suite 470, Miami, FL 33126</u>	

EXHIBIT A

Scope of Services City of Duvall Bruett Road Replacement Capital Improvement Project R2

Background

The City of Duvall (City) has requested Consor North America, Inc. (Consor) provide design services for the Bruett Road Replacement project as identified in the City's Comprehensive Water Plan (November 2021). The project will replace the existing 8-inch diameter PVC piping with new 12-inch diameter ductile iron piping along NE 152nd Street (aka Bruett Road) from the intersection of 3rd Avenue NE to the NE corner of 26919 NE 152nd St. Project extents are captured in **Exhibit C, Project Area**. The scope of services will be completed as a task order under the On-Call Water Distribution Support Services Contract #2025-36.

This Scope of Services has been organized by the following tasks.

- Task 1: Project Management and Coordination
- Task 2: Data Collection and Review
- Task 3: 50% Design
- Task 4: 90% Design
- Task 5: 100% Design
- Task 6: Bidding Support

Each task identifies the following components.

1. Objective: Identifies the purpose of the task.
2. Activities: Discusses specific project elements and efforts that will be completed by the Consor project team.
3. Task Deliverables: Identifies the finished product that will be delivered to the City.
4. City Responsibilities: Describes elements that will be provided by the City.
5. Assumptions: Lists assumptions used to develop each work task.

General Assumptions

The following general assumptions were made to establish a Scope of Services and Fee Estimate for this project; task specific assumptions are provided under each task.

- All team coordination and design review meetings with the City will be held virtually using MS Teams or another similar platform unless stated otherwise herein.

- City staff will be present at project design review meetings and will have the authority to make decisions and provide direction regarding critical project elements.
- The City's review period is ten (10) working days unless stated otherwise.
- File sharing will be through a SharePoint site set-up and maintained by Consor.
- All deliverables will be in electronic format delivered via email or electronic file transfer. Final documents will be signed electronically and submitted to City electronically.
- Design of relocating other utilities (e.g., sewer, storm, power, communications, gas) are not included.
- Utility coordination (e.g., power, gas, communications), including that necessary for relocations and adjustments, will be led by City staff. Consor effort regarding utility coordination will be limited to support functions, as specified herein.
- The project specific traffic control plans are not included. The construction contractor will be responsible for developing all Traffic Control Plans and Phasing Plans.
- City will provide example WSDOT-based Special Provisions from other City water main projects.
- Existing roadway widths and slopes will be maintained.
- City staff will obtain all Temporary Construction Easements (TCE) and Rights of Entry (ROE), as needed.
- City will conduct all public outreach and lead all communications with members of the public.
- No hydraulic modeling is not included in Consor's services for this project.
- Drawings will be developed at 1-inch = 20 feet scale on a full-sized plan sheet (22" x 34").
- Drawings will be developed in Autodesk Civil 3D.
- Design will utilize City standards to the greatest extent practical.
- Open trench construction will be the primary method used for water main installation.
- No delineations or studies of critical areas are included.
- No geotechnical investigations are included.
- The improvements total less than one (1) acre of disturbance; no Construction Stormwater General Permit is required.
- The project is exempt from the SEPA checklist requirements per Washington Administrative Code 197-11-800(23)(b) which applies to water lines and appurtenances utilizing or related to lines up to 12-inches in diameter.
- Any permits required will be obtained by the City.
- Water main connection details will only be created for new connections to existing water main.

- Up to 11 drawings are anticipated per the drawing list included as **Exhibit D, Preliminary Drawing List**.
- Quality control of deliverable items is included in each specific task.
- Up to 4 curb ramp designs.

Scope of Services

Task 1 - Project Management and Coordination

Objective

Manage and control the project scope, schedule and budget. Provide team guidance aligned with City staff objectives and the project scope, budget and schedule. Activities

Activities

1.1 Coordination with the City

Maintain regular communication and report status of work activities, data needs, and issues requiring City input through emails and/or phone calls to City Project Manager (PM) during active project work. Assumes bi-weekly check-in calls with City PM.

1.2 Monthly Invoices and Project Status Reports

Monitor project costs and manage budget and billing tasks, including preparation and submission of monthly invoices and progress reports. Changes to scope, schedule or budget will be documented in the progress reports.

1.3 Team Management and Coordination

Manage and coordinate project staff and subconsultants to deliver services in conformance with the Scope of Services, budget, and schedule. Manage and coordinate in-house quality control reviews of deliverables prior to delivery of work products to the City. Quality control efforts are included within other tasks specific to individual work elements.

1.4 Project Schedule

Develop a project schedule in Microsoft (MS) Project which includes all meetings, deliverables, City reviews, and permitting review and approval timelines. Identify the critical path in the project schedule. Update the project schedule with each major milestone.

Task Deliverables

- Monthly invoices and progress reports.
- Agenda and meeting notes for project meetings.
- Project schedule and updates.

City Responsibilities

- Review deliverables and provide comments.
- Coordinate with project team, assist with scheduling meetings, and attend meetings.

- Review meeting agendas, meeting summaries, and provide comments.

Assumptions

- The design and bidding phase of the project will be up to six (6) months in duration.
- Monthly invoices, progress reports, and coordination calls are based on a total project duration of six (6) months.
- Includes up to 12 bi-weekly 30-minute coordination calls with the City's PM.
- All deliverables will be in electronic form.

Task 2 – Data Collection and Review

Objective

Coordinate with City staff and utilities to gather information necessary to develop the contract documents for bidding and construction.

Activities

2.1 Data Collection and Review

Review background data review including record drawings, GIS data, easements and other information provided by the City.

Prepare a list of supplemental data needed for the project, submit list to the City, and coordinate with the City during the data collection process.

2.2 Project Area Survey

Conor subconsultant Duane Hartman & Associates (DHA) to perform design-level topographic survey which will consist of all planimetric features, fencing, roadway striping, and all above and below grade utilities. Top of water valve elevations and detail the associated water facilities. Create appropriate control references for construction staking. The extent of the field survey is shown on **Exhibit C**.

Task Deliverables

- Data and records request.
- Existing Conditions Survey base map.

City Responsibilities

- Provide requested documentation for City facilities.
- Provide GIS data as necessary to confirm utility sizes, materials, and easements.
- Provide record drawings of City-owned facilities within the project area.
- Provide latest versions of CAD Drawing Standards, Specifications, and other City standards that are necessary for this project.

- Provide list of known private utilities located within the project limits and agreements with the City.
- Lead all contacts and communications with other utilities.
- Provide franchise utility information and requirements.

Assumptions

- Horizontal datum is Washington State Plane North, NAD83 (91-HARN).
- Vertical datum is NAVD 88.
- The City will provide requested documentation within two (2) weeks of the submitted data request(s). Documents will be provided in electronic format via electronic file transfer or email.
- Design of other utility relocations will be the responsibility of the private utility.
- Potholing and Utility Conflict analysis is not included.
- No site visits from Consor staff are included.

Task 3 – 50% Design

Objective

Develop 50% drawings to confirm preliminary alignments and layouts of water main improvements using Bluebeam markups on Existing Conditions survey basemap.

Activities

3.1 50% Design

Develop 50% design level drawings of the water main replacement alignments and OPCC. Provide notes on alignments to indicate general factors driving design locations. No technical specifications will be provided at this stage.

3.2 Alignment Review Workshop

Prepare for and conduct an alignment review workshop with City staff. Prepare meeting agenda and meeting notes to document discussion items, action items, and decisions and transmit to the City.

3.3 Quality Management

Provide quality management on deliverables.

Task Deliverables

- 50% level water main alignments.
- 50% alignment review workshop, agenda, and notes.

City Responsibilities

- Review and comment on each deliverable.

- Provide one (1) set of comments for each deliverable in electronic format. Review comments will be provided in PDF format and will be a consolidated PDF plan set prior to being delivered to Consor to eliminate redundant or conflicting comments.

Assumptions

- The preliminary drawing list is attached as **Exhibit D** and is the basis for the fee estimate related to design drawings.
- The Alignment Review Workshop will be attended by up to three (3) Consor staff. The meeting will be virtual and will be up to one (1) hour in duration.
- Review comments will be received in a complete, single submittal. Multiple rounds of review comments on the same design completion submittal are not anticipated.
- All deliverables will be in electronic form. Workshop discussion will occur while reviewing electronic versions of the design documents.
- City review time assumed to be five (5) days.
- Potholing and Utility Conflict analysis is not included.
- Profile views are not included.

Task 4 – 90% Design

Objective

Develop 90% level design drawings, special provisions, and OPCC. 90% design level deliverables will incorporate City review comments received on the 50% design documents and further advance the design.

Activities

4.1 90% Design Drawings

Develop 90% design level drawings; all drawings will be included at this stage.

4.2 90% Special Provisions

Develop 90% design level special provisions and project manual that address all anticipated project work.

4.3 90% OPCC

Develop 90% design level OPCC.

4.4 Quality Management

Provide quality management on deliverables.

4.5 90% Design Review Workshop

Coordinate and attend one (1) design review workshop to discuss comments on the 60% deliverable documents.

Task Deliverables

- 90% level design drawings.
- 90% level special provisions and project manual.
- 90% level OPCC
- 90% design review workshop.

City Responsibilities

- Provide one set of comments for each deliverable in electronic format. Review comments will be provided in PDF format and will be a consolidated PDF plan set prior to being delivered to Consor to eliminate redundant or conflicting comments.
- Assist in coordinating and attending the design review workshop.

Assumptions

- The 90% Design Review Meeting will be attended by up to two (2) Consor staff; the meeting will be virtual and will be up to one (1) hour in duration.
- Review comments will be received in a complete, single submittal. Multiple rounds of review comments on the same design completion submittal are not anticipated.
- The preliminary drawing list is attached as **Exhibit D** and is the basis for the fee estimate related to design drawings.
- Special provisions will be submitted to the City as Word documents with changes being captured using the Track Changes function in Word.
- The City will provide/ complete all advertisement and contract forms included in the project manual. Consor will provide the unit items list and quantities for the bid proposal.
- No major design changes (i.e. significant alignment shifts, change of project limits, etc.) will be made after the 90% deliverable is submitted to the City (only minor adjustments or corrections are anticipated).
- City review time assumed to be ten (10) days.
- Potholing and Utility Conflict analysis is not included.
- Contractor-required potholing locations will be called out on plans for 90% and 100% deliverables.
- The 90% and 100% design will include profiles and connection and potential testing configurations.
- Permitting assistance is not included.
- Consor will update project specific components of specifications but will not complete full review or revision of City Standard Specifications.

Task 5 – 100% Final Design

Objective

To develop final design drawings, specifications, and engineer's OPCC. The final design deliverables will address City comments and input provided in Task 4. The final design set will be the 100% level set that is bid-ready (stamped and sealed).

Activities

5.1 Final (100%) Drawings, Specifications and OPCC

Incorporate City 90% design review comments into design documents to develop the Bid-Ready (100%) drawings, special provisions, and OPCC. Drawings, special provisions, and OPCC will be submitted to the City that are ready for bidding and distribution.

Drawings and special provisions will be electronically stamped and signed by a Professional Engineer licensed in the State of Washington.

5.2 Quality Management

Provide quality management on deliverables.

Task Deliverables

- 100% final Bid-Ready design documents including final electronically stamped design drawings, special provisions, and OPCC (PDF, AutoCAD, MS Word, and/or MS Excel, as applicable) via file sharing site. No hard copies will be provided.

City Responsibilities

- Prepare and provide electronic files, and periodic updates, of text, forms, schedules, and other components of the contract documents, including preferred "front-end" sections.
- Obtain any required permits.

Assumptions

- Review comments will be received in a complete, single submittal. Multiple rounds of review comments on the same design completion submittal are not anticipated.
- The preliminary drawing list is attached as **Exhibit D** and is the basis for the fee estimate related to design drawings.
- Special provisions will be submitted to the City as Word documents with changes being captured using the Track Changes function in Word.
- Potholing and Utility Conflict analysis is not included.
- Contractor directed potholing locations will be called out on plans for 90% and 100% deliverables.

- The 90% and 100% design will include profiles and connection and potential testing configurations.
- Permitting assistance is not included.

Task 6 – Bidding Support Services

Objective

Support the City on an as-needed basis during bidding the project.

Activities

6.1 Respond to Bidder Questions

Respond to questions from bidders, subcontractors, equipment suppliers, and vendors regarding the project contract documents. Maintain a written record of communications during bidding process.

All questions are to be routed through the City; the Consor team will not receive or respond to any direct requests from bidders.

6.2 Addenda

Prepare and submit up to two (2) addenda.

Task Deliverables

- Written responses to bidder’s questions.
- Draft addenda for the City to distribute to plan holders.

City Responsibilities

- City to coordinate and submit bid-ready contract documents to Builders Exchange of Washington.
- City is responsible for tasks associated with document distribution, bid advertisement, pre-bid meeting, addenda distribution, plan holder administration, bid evaluation, bid tabulation, etc.

Assumptions

- Support services during bidding will be performed up to the extent of the fee estimate. Additional effort will require written authorization from the City’s PM and a contract amendment.
- Up to two (2) draft addenda will be prepared for the City.

Preliminary Project Schedule

The estimated schedule for the work is based on an assumed notice to proceed in August 2025. Design is estimated to conclude in January of 2026. A detailed schedule will be prepared after notice to proceed is provided by the City.

NTP from City	October 2025
Submit 50% Design	November 2025

Submit 90% Design	January 2025
Submit Final Stamped and Sealed Set	March 2026

Fee Estimate

The Fee Estimate for this Scope of Services is provided as **Exhibit B**. Work will be performed at the standard rates at the time of service. Consor 2025 standard rates have been incorporated in the Contract for On-Call Water Distribution support services.

EXHIBIT B
Bruett Roadd Replacement
City of Duvall
PROPOSED FEE ESTIMATE

Staff Name	LABOR CLASSIFICATION (HOURS)												Total
	Principal Engineer III	Professional Engineer VI	Engineering Designer II	Technician IV	Administrative III	Hours	Labor	Subconsultants	Subconsultant Multiplier % Markup	Subconsultant Total with Markup	Expenses	CADD Units \$18/hr	
	\$313 RostadNat	\$233 MinerJon	\$189 JanickiAnt	\$201 MarxHar	\$146 HaughtJef			Survey					
Task 1 - Project Management and Coordination													
Task 1.1 - Coordination with the City		12				12	\$ 2,831		1.1	\$ -	\$ -	\$ -	\$ 2,831
Task 1.2 - Monthly Invoices and Project Status Reports	6	6			6	18	\$ 4,204		1.1	\$ -	\$ -	\$ -	\$ 4,204
Task 1.3 - Team Management and Coordination		12				12	\$ 2,831		1.1	\$ -	\$ -	\$ -	\$ 2,831
Task 1.4 - Project Schedule		6				6	\$ 1,415		1.1	\$ -	\$ -	\$ -	\$ 1,415
Task 1 Subtotal	6	36	0	0	6	48	\$ 11,281	\$ -		\$ -	\$ -	\$ -	\$ 11,281
Task 2 - Data Collection and Review													
Task 2.1 - Data Collection and Base Map Review		2	4	2		8	\$ 1,644		1.1	\$ -	\$ -	\$ -	\$ 1,644
Task 2.2 - Project Area Survey		2		8		10	\$ 2,100	\$ 12,641	1.1	\$ 13,905	\$ -	\$ -	\$ 16,005
Task 2 Subtotal	0	4	4	10	0	18	\$ 3,744	\$ 12,641		\$ 13,905	\$ -	\$ -	\$ 17,649
Task 3 - 50% Design													
Task 3.1 - 50% Design		12	24	20		56	\$ 11,494		1.1	\$ -	\$ -	\$ -	\$ 11,494
Task 3.2 - Alignment Review Workshop	1	2	2			5	\$ 1,171		1.1	\$ -	\$ -	\$ 432	\$ 1,603
Task 3.3 - Quality Management	2					2	\$ 634		1.1	\$ -	\$ -	\$ -	\$ 634
Task 3 Subtotal	3	14	26	20	0	63	\$ 13,299	\$ -		\$ -	\$ -	\$ 432	\$ 13,731
Task 4 - 90% Design													
Task 4.1 - 90% Design Drawings		20	46	65		131	\$ 26,749		1.1	\$ -	\$ -	\$ 468	\$ 27,217
Task 4.2 - 90% Special Provisions		8	16			24	\$ 4,949		1.1	\$ -	\$ -	\$ -	\$ 4,949
Task 4.3 - 90% OPCC		2	8			10	\$ 2,003		1.1	\$ -	\$ -	\$ -	\$ 2,003
Task 4.4 - Quality Management	8					8	\$ 2,535		1.1	\$ -	\$ -	\$ -	\$ 2,535
Task 4.5 - 90% Design Review Workshop	1	2	2			5	\$ 1,171		1.1	\$ -	\$ -	\$ -	\$ 1,171
Task 4 Subtotal	9	32	72	65	0	178	\$ 37,408	\$ -		\$ -	\$ -	\$ 468	\$ 37,876
Task 5 - 100% Design													
Task 5.1 - 100% Drawings, Specifications and OPCC		10	22	22		54	\$ 11,046		1.1	\$ -	\$ -	\$ 396	\$ 11,442
Task 5.2 - Quality Management	3					3	\$ 951		1.1	\$ -	\$ -	\$ -	\$ 951
Task 5 Subtotal	3	10	22	22	0	57	\$ 11,997	\$ -		\$ -	\$ -	\$ 396	\$ 12,393
Task 6 - Bidding Support													
Task 6.1 - Respond to Bidder Questions	1	2	8	4		15	\$ 3,134		1.1	\$ -	\$ -	\$ -	\$ 3,134
Task 6.2 - Addenda	1	2	8	4		15	\$ 3,134		1.1	\$ -	\$ -	\$ 144	\$ 3,278
Task 6 Subtotal	2	4	16	8	0	30	\$ 6,267	\$ -		\$ -	\$ -	\$ 144	\$ 6,411
TOTAL - ALL TASKS	23	100	140	125	6	394	\$ 83,997	\$ 12,641		\$ 13,905	\$ -	\$ 1,440	\$ 99,342

SHEET INDEX

DWG NAME	DESCRIPTION
GENERAL	
G-000	COVER SHEET
G-001	SHEET INDEX AND SYMBOLS
G-002	CIVIL LEGEND AND SYMBOLS
G-003	ABBREVIATIONS
G-004	NOTES
G-005	GENERAL HORIZONTAL & VERTICAL CONTROL - 1
CIVIL	
W-C-101	WATER MAIN PLAN AND PROFILE - STA A10+00 TO STA A14+60
W-C-101	WATER MAIN PLAN AND PROFILE - STA A14+60 TO STA A19+20
W-C-501	WATER MAIN CONNECTION DETAILS - 1
P-C-301	CURB RAMP DETAILS - 1



CONTRACT FOR PROFESSIONAL SERVICES
Consor North America, Inc., On-Call Water Distribution Support Services
Contract # 2025-36

This Agreement is entered into between the City of Duvall, Washington, hereinafter referred to as "the City," and **Consor North America, Inc.**, an Oregon corporation, located at 6505 Waterford District Drive, Suite 470, Miami, FL 33126, authorized to conduct business in the state of Washington, hereinafter referred to as "the Consultant," in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The City retains the Consultant to perform on-call **Water Distribution Support Services** under the terms of this contract.
2. **Scope of Services.** The Consultant agrees to perform the services identified on Exhibit "A" attached hereto, including providing all labor, materials, equipment, and supplies. All services shall be performed by the Consultant under this Agreement with the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality.
3. **Duration of Agreement: Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending **June 30, 2027**, unless terminated sooner under the specified provisions. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required according to this Agreement no later than **June 30, 2027** unless an extension of such time is granted in writing by the City.
4. **Payment.** The City shall pay the Consultant for completed work and services rendered under this Agreement as follows:
 - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to the Consultant shall not exceed **\$140,000 (One hundred forty thousand dollars and zero cents)** without express written modification of the Agreement signed by the City.
 - B. The Consultant may submit vouchers to the City once per month during the work progress for partial payment for that portion of the project completed to date. The City will check such vouchers, and upon approval thereof, payment shall be made to the Consultant in the amount approved.
 - C. Final payment of any balance due to the Consultant of the total contract price earned will be made promptly upon the City's ascertainment and verification after the completion of the work under this Agreement and its acceptance by the City.
 - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and all materials, supplies, equipment, and incidentals necessary to complete the work.

E. The Consultant's records and accounts about this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for seven (7) years after final payments. Copies shall be made available upon request.

5. **Ownership and Use of Documents.** All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City, whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications, or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** In performing the services contemplated by this Agreement, the Consultant shall faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations applicable to the services rendered under this Agreement.
7. **Indemnification.** The Consultant shall, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all third-party claims, injuries, damages, losses, or suits, including attorney fees, to the extent caused by, arising out of or resulting from the Consultant's negligent acts, errors, or omissions in performing this Agreement. To the fullest extent permitted by Laws and Regulations, City and Consultant waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

Should a court of competent jurisdiction determine that this Agreement is subject to [RCW 4.24.115](#), then, in the event of liability for damages caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, [Title 51 RCW](#), solely for the purposes of this indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.

8. **Insurance.** The Consultant shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:

1. **Automobile Liability** insurance with a minimum combined single limit for

bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired, and leased vehicles. Coverage shall be written on the Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. **Commercial General Liability** insurance with limits no less than \$1,000,000 for each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, personal injury, and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy concerning the work performed for the City.
 3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.
 4. **Professional Liability** with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- B. Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance concerning the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be over the Consultant's insurance and shall not be contributed to or combined with it.
- C. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- D. Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. As required by this section, certificates of coverage and endorsements shall be delivered to the City within fifteen (15) days of execution of this Agreement.
- E. Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of receiving such notice.
- F. Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection in addition to that, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor concerning the services provided under this Agreement. Nothing in this Agreement shall be considered to create a relationship between employer and employee between the parties hereto. Neither the Consultant nor any of the Consultant's employees shall be entitled to any benefits accorded City employees by the services

provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the state industrial insurance program, otherwise assuming the duties of an employer concerning the Consultant or any employee of the Consultant.

10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City 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 total amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. **Discrimination Prohibited.** The Consultant, concerning the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment.** During the term of this Agreement and following its expiration or termination for any reason, neither the Consultant nor the City may assign this Agreement or any rights, claims, or duty under it without the prior written consent of the other party. Furthermore, the Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
13. **Non-Waiver.** A waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
 - A. The City reserves the right to terminate this Agreement at any time by giving the Consultant ten (10) days' written notice. Consultant shall have the right to terminate this Agreement or suspend work on the Project if City fails to fulfill its obligations under the Agreement, including but not limited to non-payment or any other material breach. In such cases, Consultant shall provide City with ten (10) days' written notice of such failure. If City fails to remedy or commence to remedy such failure within seven (7) days after receiving the notice, Consultant shall be entitled to terminate the Agreement or suspend work. Consultant shall be paid for all services properly performed up to the time of notification of termination.
 - B. In the event of the death of a member, partner, or officer of the Consultant or any of its supervisory personnel assigned to the project, the surviving members of the Consultant at this moment agree to complete the work under the terms of this Agreement if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City if the City so chooses.



15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state, and local laws, regulations, and rules, including the provisions of the City of Duvall Municipal Code and ordinances of the City of Duvall. Suppose any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement. In that case, the parties specifically understand and agree that the venue shall be properly laid in King County, Washington. Each party shall bear its own legal costs and expenses, including, without limitation, attorneys' fees, court costs, and any other costs incurred in connection with the negotiation, execution, performance, or enforcement of this Agreement. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
16. **Severability and Survival.** Suppose any term, condition, or provision of this Agreement is declared void, unenforceable, or limited in its application or effect. In that case, such event shall not affect any other provisions hereof, and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration, or cancellation of this Agreement, shall survive termination of this Agreement.
17. **Business Licenses.** The consultant will adhere to all regulations related to business licensing in the State of Washington and, if applicable, shall conform to any relevant laws and regulations expressly outlined in the Duvall Municipal Code, particularly [§ 5.01](#) et seq.
18. **Notices.** Notices to the City of Duvall shall be sent to the following address:

City Clerk
City of Duvall
P.O. 1300
Duvall, WA 98019


Notices to Consultant shall be sent to the following address:

Conсор North America, Inc.
Nathan Rostad
1102 Broadway Plaza, Suite 401
Tacoma, WA 98402
Phone: 253-830-2604




19. **Entire Agreement; Modification.** This Agreement, together with attachments or appendices, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

DATED on this 16 day of the month of June of 2025.



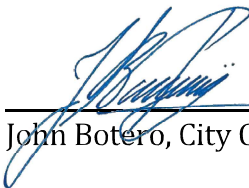
Amy Ockerlander (Jun 20, 2025 16:05 PDT)
Amy Ockerlander, Mayor
City of Duvall




Nathan Rostad (Jun 24, 2025 08:04 PDT)
Authorized Consultant Signature

Attest/Authenticated:

Approved as to Form:



John Botero, City Clerk



Oskar E. Rey, City Attorney

Exhibit A
Scope of Services
On-Call Water Distribution Consulting Services

Conсор North America, Inc. (Conсор) will provide on-call development and capital consulting, engineering, design, and planning services for water utilities, construction management, capital construction, and other associated engineering and planning projects.

Services will be provided on a task order basis. For each task order, Conсор will provide the City with a summary of tasks to be conducted, an estimated budget, and a schedule. To facilitate project schedules, the task orders may be in email format. Conсор will not commence work until the City has provided written authorization via email, fax, or letter.

Items that may be required include, but are not limited to the following:

- a) Coordinate with the City via telephone, e-mail, and meetings to provide professional engineering consultation.
- b) Review plans, drawings, and calculations prepared by others for proposed development projects.
- c) Evaluate impacts of proposed developments on the City's water supply, storage, transmission and distribution systems.
- d) Using the City's water system hydraulic model, perform hydraulic analyses to evaluate size and location of proposed water system improvements and provide pressure and flow data.
- e) Update the City's water system hydraulic model with water system improvements, updated demand data, elevation data, and system operation modifications.
- f) Update the City's water system maps with water system improvements and provide the City with printed and electronic copies, as requested.
- g) Coordinate with the City's GIS person and assist with the development of the City's GIS system and ongoing updates.
- h) Perform on-site field investigations, as necessary, to support the on-call tasks requested by the City.
- i) Prepare studies and designs for infrastructure improvement projects.
 - The City anticipated design of Water CIP R2 and L1 will occur through this contract.
- j) Prepare memorandums, as necessary, to summarize on-call work performed and provide recommendations, as appropriate.
- k) Other items as requested; and

- I) Providing a written report setting forth Consultant's response, recommendations, and/or comments regarding the project's issues. Said report shall be provided in hard copy and in electronic format to the Project Manager, Ben Ressler, at:

Benjamin.ressler@duvallwa.gov

All reports, files, data, plans, and model information will be property of the City of Duvall following the completion of the contract.

2025 SCHEDULE OF CHARGES

Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2025 through December 31, 2025. After this period, the rates are subject to adjustment.

Billing Classifications	Rates	Billing Classifications	Rates
Principal Engineer VI	\$373	Construction Manager X	\$330
Principal Engineer V	\$351	Construction Manager IX	\$307
Principal Engineer IV	\$332	Construction Manager VIII	\$290
Principal Engineer III	\$313	Construction Manager VII	\$279
Principal Engineer II	\$295	Construction Manager VI	\$259
Principal Engineer I	\$280	Construction Manager V	\$239
Professional Engineer IX	\$270	Construction Manager IV	\$227
Engineering Designer IX	\$260	Construction Manager III	\$207
Professional Engineer VIII	\$256	Construction Manager II	\$191
Engineering Designer VIII	\$249	Construction Manager I	\$162
Professional Engineer VII	\$245	Construction Coordinator V	\$221
Engineering Designer VII	\$236	Construction Coordinator IV	\$200
Professional Engineer VI	\$233	Construction Coordinator III	\$185
Engineering Designer VI	\$225	Construction Coordinator II	\$164
Professional Engineer V	\$221	Construction Coordinator I	\$149
Engineering Designer V	\$213	Construction Admin Specialist IV	\$201
Professional Engineer IV	\$208	Construction Admin Specialist III	\$183
Engineering Designer IV	\$204	Construction Admin Specialist II	\$159
Professional Engineer III	\$201	Construction Admin Specialist I	\$140
Engineering Designer III	\$201	Inspector VII	\$239
Engineering Designer II	\$189	Inspector VI	\$221
Engineering Designer I	\$176	Inspector V	\$200
Principal III	\$379	Inspector IV	\$185
Principal II	\$339	Inspector III	\$164
Principal I	\$301	Inspector II	\$149
Project Manager V	\$295	Inspector I	\$128
Project Manager IV	\$285	Technician IV	\$201
Project Manager III	\$267	Technician III	\$183
Project Manager II	\$237	Technician II	\$159
Project Manager I	\$208	Technician I	\$140
Cost Estimator III	\$316	Project Coordinator IV	\$194
Cost Estimator II	\$256	Project Coordinator III	\$176
Cost Estimator I	\$194	Project Coordinator II	\$159
Quality Control Compliance Specialist	\$200	Project Coordinator I	\$146
Climate Scientist VI	\$292	Administrative III	\$146
Climate Scientist V	\$257	Administrative II	\$134
Climate Scientist IV	\$232	Administrative I	\$120
Climate Scientist III	\$207		
Climate Scientist II	\$190		
Climate Scientist I	\$161		

Project Expenses:

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

Outside Services:

Outside technical, professional, and other services will be invoiced at actual cost-plus 10 percent to cover administration and overhead.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2025

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

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

PRODUCER MARSH USA LLC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534		CONTACT NAME: PHONE (A/C No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
CN144764051--GAUWP-24-25 W25185 6WA.00		INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Consor North America, Inc 6505 Waterford District Drive, Suite 470 Miami, FL 33126		INSURER A: Continental Casualty Company 20443 INSURER B: N/A N/A INSURER C: National Fire Insurance Company 20478 INSURER D: Axis Surplus Insurance Company 26620 INSURER E: N/A N/A INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** SEA-004101914-01 **REVISION NUMBER:** 12

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7095110478	12/31/2024	12/31/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7095132738	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		7095135476 (AOS)	12/31/2024	12/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C		N	N/A	7095140595 (CA)	12/31/2024	12/31/2025	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Prof & Environmental Liability			EBZ634816/01/2024 SIR: 500,000	12/31/2024	12/31/2025	Per Claim	1,000,000
							Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: W251856WA.00 City of Duvall, WA - On-Call Consulting Services - PW and DCD

City of Duvall, WA is included as additional insured where required by written contract with respect to general and auto liability. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions with respect to general and auto liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Duvall, WA Attn: Benjamin Ressler PO Box 1300 Duvall, WA 98019	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 of Marsh USA LLC 

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EXTENDED COVERAGE ENDORSEMENT - BA PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **SECTION II, Paragraph A.1., Who Is An Insured:**

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
 - b.** The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

SECTION II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

Form No: SCA 23 500 D09 10 11
Endorsement Effective Date:
Endorsement No:
Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7095132738
Policy Effective Date: 12/31/2024
Policy Page:



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

Per schedule on file with company

1. In conformance with paragraph A.1.c. of **Who Is An Insured** of Section II - **LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement No: ; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7095132738

Policy Effective Date: 12/31/2024

Policy Page: of



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: CONSOR HOLDINGS LLC.</p> <p>Endorsement Effective Date: 12/31/2024</p>
--

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
<p>ANY PERSON OR ORGANIZATION FOR WHOM OF WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Form No: CA 04 44 10 13	Endorsement Effective Date:	Endorsement Expiration Date:	Policy No: BUA 7095132738
Endorsement No: ; Page: 1 of 1			Policy Effective Date: 12/31/2024
Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606			Policy Page: of



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. In the performance of your ongoing operations subject to such **written contract**; or
 - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

- II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations subject to such **written contract**; or
- B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III. But if the **written contract** requires:

- A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

- A. Was executed prior to:
 - 1. The **bodily injury** or **property damage**; or
 - 2. The offense that caused the **personal and advertising injury**; for which the additional insured seeks coverage; and
- B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA PARAMOUNT

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION FOR WHO OF WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

30020005270683807527424





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 applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

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

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: ; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
80606

Policy No: WC 7 95135476

Policy Effective Date: 12/31/2024

Policy Page: of











2025-36 with Consor (On-Call, Water Distribution Services)

Final Audit Report

2025-06-24


Created:	2025-06-16
By:	John Botero (john.botero@duvallwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy6RzItsUtMkeYvudl-_jw59NnlewOnkx

"2025-36 with Consor (On-Call, Water Distribution Services)" History

-  Document created by John Botero (john.botero@duvallwa.gov)
2025-06-16 - 5:15:27 PM GMT- IP address: 146.129.243.46
-  Document emailed to Amy Ockerlander (amy.ockerlander@duvallwa.gov) for signature
2025-06-16 - 5:16:49 PM GMT
-  Email viewed by Amy Ockerlander (amy.ockerlander@duvallwa.gov)
2025-06-20 - 11:05:08 PM GMT- IP address: 66.235.15.16
-  Document e-signed by Amy Ockerlander (amy.ockerlander@duvallwa.gov)
Signature Date: 2025-06-20 - 11:05:24 PM GMT - Time Source: server- IP address: 66.235.15.16
-  Document emailed to nathan.rostad@consoreng.com for signature
2025-06-20 - 11:05:28 PM GMT
-  Email viewed by nathan.rostad@consoreng.com
2025-06-20 - 11:14:30 PM GMT- IP address: 74.179.68.15
-  Signer nathan.rostad@consoreng.com entered name at signing as Nathan Rostad
2025-06-24 - 3:04:29 PM GMT- IP address: 73.225.71.22
-  Document e-signed by Nathan Rostad (nathan.rostad@consoreng.com)
Signature Date: 2025-06-24 - 3:04:31 PM GMT - Time Source: server- IP address: 73.225.71.22
-  Document emailed to Oskar Rey (orey@omwlaw.com) for signature
2025-06-24 - 3:04:35 PM GMT
-  Email viewed by Oskar Rey (orey@omwlaw.com)
2025-06-24 - 3:25:52 PM GMT- IP address: 20.237.240.94

 Document e-signed by Oskar Rey (orey@omwlaw.com)

Signature Date: 2025-06-24 - 3:27:26 PM GMT - Time Source: server- IP address: 20.237.240.94

 Agreement completed.

2025-06-24 - 3:27:26 PM GMT












2025-36-1 with Consor North America, Inc

Final Audit Report

2025-09-12

Created:	2025-09-12
By:	John Botero (john.botero@duvallwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-IF-M0TeZGyZ9FwhP-ajl_rPnBii-U_g

"2025-36-1 with Consor North America, Inc" History

-  Document created by John Botero (john.botero@duvallwa.gov)
2025-09-12 - 5:58:51 PM GMT- IP address: 146.129.243.46
-  Document emailed to Steven Leniszewski (steven.leniszewski@duvallwa.gov) for signature
2025-09-12 - 6:00:31 PM GMT
-  Email viewed by Steven Leniszewski (steven.leniszewski@duvallwa.gov)
2025-09-12 - 6:01:17 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Steven Leniszewski (steven.leniszewski@duvallwa.gov)
Signature Date: 2025-09-12 - 6:03:31 PM GMT - Time Source: server- IP address: 146.129.243.46
-  Document emailed to Beth McMinn (Beth.Mcminn@duvallwa.gov) for signature
2025-09-12 - 6:03:36 PM GMT
-  Email viewed by Beth McMinn (Beth.Mcminn@duvallwa.gov)
2025-09-12 - 6:15:45 PM GMT- IP address: 146.129.243.46
-  Document e-signed by Beth McMinn (Beth.Mcminn@duvallwa.gov)
Signature Date: 2025-09-12 - 6:19:26 PM GMT - Time Source: server- IP address: 146.129.243.46
-  Document emailed to nathan.rostad@consoreng.com for signature
2025-09-12 - 6:19:30 PM GMT
-  Email viewed by nathan.rostad@consoreng.com
2025-09-12 - 7:30:46 PM GMT- IP address: 174.231.134.17
-  Signer nathan.rostad@consoreng.com entered name at signing as Nathan Rostad
2025-09-12 - 7:32:53 PM GMT- IP address: 174.231.134.17
-  Document e-signed by Nathan Rostad (nathan.rostad@consoreng.com)
Signature Date: 2025-09-12 - 7:32:55 PM GMT - Time Source: server- IP address: 174.231.134.17

✔ Agreement completed.

2025-09-12 - 7:32:55 PM GMT