

**PROFESSIONAL SERVICES AGREEMENT
South Reservoir Design (WAC1290000)**

The City of Kirkland, Washington, a municipal corporation ("City") and Consor North America Inc, whose address is 1102 Broadway Plaza, Suite 401, Tacoma, WA 98402 ("Consultant"), agree and contract as follows.

In consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment A to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance used by members of the profession practicing under similar circumstances at the same time and in the same locality.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$1,363,024.00, as detailed in Attachment B.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City and in accordance with the standard of care.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services

completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.
- D. The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, Chapter 42.56 RCW

The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.

The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The Project Engineer for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

The estimated completion date for the Consultant's performance of the services specified in Section I is December 31, 2027.

Consultant will diligently proceed with the services contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

To the greatest extent allowed by law 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 but only to the extent caused by, arising out of or in connection with negligent performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the

indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

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. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

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 Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as 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 shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this services with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. 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 services.

F. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, 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.

G. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.

XVI. NON-ENDORSEMENT

As a result of the selection of a consultant to supply services to the City, the consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

XVII. NON-COLLUSION

By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

XVIII. WAIVER

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

XIX. ASSIGNMENT AND SUBCONTRACT

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

XX. DEBARMENT

Recipient certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

Signature: Lael L Alderman
Lael L Alderman (Jul 30, 2025 16:35:28 PDT)

Printed Name: Lael L Alderman

Title: Vice President

Date: 07/30/2025

CITY OF KIRKLAND:

Signature: James Lopez
James Lopez (Aug 4, 2025 10:58:34 PDT)

Printed Name: James Lopez

Title: Deputy City Manager, External Affairs

Date: 08/04/2025

EXHIBIT A

SCOPE OF SERVICES SOUTH RESERVOIR DESIGN CITY OF KIRKLAND

Introduction

Conсор North America, Inc. (Consultant) has developed the following scope of services and accompanying engineering fee estimate for preliminary design, final design, and bidding support services for the City of Kirkland (City) South Reservoir project. The scope and fee have been developed based on the previously completed pre-design study, discussions with City staff and our understanding of the project.

Project Understanding and Assumptions

This project involves the demolition of the existing 11.2 million gallon (MG) welded steel reservoir and constructing a new 15 MG prestressed concrete reservoir. Capacity in the reservoir is shared by the Cities of Kirkland, Redmond, and Bellevue, with Kirkland owning the majority share. Due to the joint ownership, the preliminary design for the project will need to be approved by the “Joint Board” of the three cities. The basis of the new reservoir will be Alternative 5A as presented in the Pre-Design Study completed in 2023.

The new 15 MG prestressed reservoir will have a floor elevation matching the existing 11.2 MG reservoir, will be partially buried, will have an overflow elevation approximately five feet higher than the existing reservoir with a depth to overflow of approximately 55 feet; and an inside diameter of 218 feet. The project scope is also anticipated to include site and stormwater management improvements associated with the new reservoir, improvement of the trail in the adjacent 130th AVE NE right-of-way (ROW), and demolition of the existing ham radio station building and antenna. All site drainage, including stormwater runoff and tank discharge, will follow the existing drainage route that departs the site to the north.

- The design is assumed to incorporate the following features:
 - Exterior stairs and an interior ladder for reservoir maintenance access.
 - The reservoir will have a shallow foundation and a concrete dome roof.
 - The reservoir will be partially buried to avoid the need for retaining walls.
 - The reservoir piping design will not include any seismic control valves but check valves will be incorporated to separate inflows and outflows to promote mixing.
 - A passive or active mixing system to fully mix the reservoir within five days will be incorporated, pending the results of the hydraulic modeling.
 - The design will only include replacement of existing site lighting disturbed by the project. No lights will be included on top of the reservoir, and no photometric plans will be needed.
 - Security features will be limited to perimeter fencing with manual gates and intrusion switches for hatches and stairway climb prevention fencing. No automatic gates, motion detectors, or cameras will be included in the project.

- Site landscaping will be limited to site ground cover restoration and limited perimeter screening plantings. The City will pay a fee-in-lieu of replacement plantings for removed trees.
- The existing electrical panel and transformer within the pump station will provide the electrical power needed for the proposed improvements.
- All new instrumentation and control signals will be connected to an existing control panel in the pump station. A new control panel will be designed by others in parallel with this project and will have sufficient spare inputs and outputs for the needs of this project.
- The City will perform all public outreach for the project. Consultant scope will be limited to providing renderings as noted under Task 5.
- The City previously performed paint testing to determine if the paint contains lead and will require disposal as hazardous waste separately outside of this scope of services.

Scope of Services

The proposed Scope of Work is for engineering services for the South Reservoir Design project and is divided into the following work tasks.

- Task 1 – Project Management and Coordination
- Task 2 – Data Collection, Field Investigations, and Base Mapping
- Task 3 – Preliminary Design
- Task 4 – Final Design
- Task 5 – Permitting
- Task 6 – Bidding Support
- Task 7 – Subconsultant Services

Detailed descriptions of each major work task follow.

Task 1 - Project Management and Coordination

Objective

Provide overall leadership and team strategic guidance aligned with City staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

Activities

1.1 Invoices and Status Reports

Consultant will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task.

1.2 Project Management Plan

Prepare a Project Management Plan (PMP) that describes project roles and responsibilities, communications protocols, quality management, risk assessment, and includes the scope of services, schedule, and budget.

1.3 Coordination with the City

Report status of project work activities, data needs, and issues requiring City input.

- Monthly project status emails (one per month) or phone calls (one per month) to City Project Manager to report status of project work activities, data needs, and issues requiring City input, and notes on potential schedule delay.

1.4 Management and Coordination of Staff and Subconsultants

Consultant will manage and coordinate the technical and scope issues of the overall project. Progress meetings will be conducted as appropriate. Consultant will coordinate with subconsultants on specific tasks, scope, and budget. Conduct progress meetings as appropriate.

1.5 Project Schedule Updates

Update the project schedule throughout the project.

1.6 Quality Management

Perform in-house quality management reviews of work products of staff and subconsultants

1.7 Kick-off Meeting

Prepare for and attend a virtual kick-off meeting with City Staff

Task 1 City Responsibilities

- Timely review and processing of consultant invoices.
- Project team contact information.
- Review of Consultant prepared project PMP.
- Review of kick-off meeting agenda and meeting summary.

Task 1 Deliverables

- Up to eighteen (18) months of project status reports, progress reports, and invoices.
- Project Management Plan in PDF format.
- Initial project schedule and three (3) updated project schedule (PDF format) at the 30%, 60%, and 90% design submittals.
- Agenda for kick-off meeting in PDF format.
- Summary of kick-off meeting in PDF format.

Task 1 Assumptions

- Consultant assumes a Notice to Proceed date in June 2025.
- Consultant assumes up to thirty-six (36) one-half-hour meetings with the Consultant's Project Manager or Project Engineer and the City Project Manager. No agenda or meeting summaries will be prepared for these check-in meetings.
- Project duration will be 18 months; therefore, it is assumed that there will be up to 18 progress payments/status reports.
- The project schedule will be developed and maintained in MS Project.
- Kick-off meeting will be attended by up to three (3) Consor staff; will last for up to 2 hours; and will be held remotely via virtual meeting.

Task 2 – Data Collection, Field Investigations, and Base Mapping

Objective

Collect data relevant to the project and perform site investigations.

Activities

2.1 Data Collection and Review

Consor will request, receive, compile, and review documents and information provided by the City.

2.2 Tree Assessment and Reporting

Consor subconsultant Land Meets Watter LLC (LMW) will perform tree health assessments and prepare an arborist report under Task 7. Consor will coordinate with LMW regarding the proposed improvements, potential tree impacts, and perform review of draft and final reports.

2.3 Critical Areas Field Investigation and Reporting

Consor subconsultant Confluence Environmental Company (Confluence) will perform a critical areas study necessary to support permitting and provide environmental permitting assistance under Task 7. Consor will coordinate with Confluence and perform review of the critical areas report.

2.4 Site Survey and Base Map Development

Topographic and Boundary Survey of the 130th AVE NE ROW area west and north of the site and field survey of the storm sewer system between the site and the discharge in Snyder's Corner park will be completed by Consor subconsultant, Duane Hartman & Associates (DHA) under Task 7. Consor will coordinate surveying tasks with surveying subconsultant, review draft survey information, coordinate with surveyor on work required to complete survey to City standards and requirements of the project, review and update AutoCAD files of site survey provided by DHA, and develop base map suitable for design.

2.5 Geotechnical Investigation and Reporting

Consor's geotechnical engineering subconsultant, Associated Earth Sciences, Inc. (AESI) will provide geotechnical engineering services consisting of infiltration testing and analyses of previously collected field

data to assess seismic hazards and develop recommendations for the site under Task 7. Consor will coordinate with the geotechnical engineer on location and size of proposed improvements. Coordinate subsurface investigative tasks with geotechnical engineer, and review draft and final geotechnical reports.

2.6 Site Reconnaissance

Conduct a field reconnaissance of the project site with the City project team, other City stakeholders and Consor team members to review potential layout of the proposed improvements.

Task 2 City Responsibilities

- Timely responses to data requests.
- Provide access to reservoir site for field investigations.
- Field locates of water mains and other City utilities, and appurtenances prior to site survey.
- Attend site reconnaissance.

Task 2 Deliverables

- Data request list.
- Arborist Report in PDF format.
- Critical Areas Report in PDF format.
- Survey base map and data files in AutoCAD and PDF format.
- Geotechnical report in PDF format.

Task 2 Assumptions

- City will provide available data on City owned systems within two (2) weeks of request.
- Up to two (2) data request lists will be developed and submitted to the City.
- Field work will be limited to the City owned property and ROW. No right-of-entry agreements will be needed for completion of the work.
- A draft arborist report will be provided for consistency with the 30% design, with the final report provided at the 90% design level.
- Full topographic mapping of 130th Avenue NE will extend approximately 650 feet north of the reservoir property limits. Beyond that point, field survey will be limited to the storm sewer system downstream of the reservoir site, which is needed to support downstream analysis to be performed under Task 3.
- One Small Pilot Infiltration Test will be performed unless infiltration rates at the first test location are low enough to allow completion of a second test within the same day.
- Site reconnaissance will be attended by three (3) Consor team staff along with City stakeholders.

Task 3 – Preliminary Design

Objective

Coordinate with City staff on key design elements, development of preliminary plans to the 30% completion level, and development of a project report for submittal to the Washington State Department of Health (DOH).

Activities

3.1 Design Criteria

Develop design criteria for the proposed improvements based on the results of the Pre-Design Study phase, City standards, regulatory agency requirements, and completed services by subconsultants.

3.2 Hydraulic Modeling and Analysis

Conduct hydraulic modeling and analysis to determine typical and maximum potential fill rates to inform mixing and overflow improvement design.

3.3 Stormwater and Reservoir Drainage Analysis and Workshop

Perform investigations and develop preliminary design calculations for compliance with the 2021 King County Surface Water Design Manual (KCSWDM) including City's addendum to the KCSWDM. Develop a conceptual drainage plan for use in discussion at a workshop with City staff. The conceptual drainage plan will consider surface water drainage, reservoir maintenance drainage, emergency reservoir drainage, and overflow conveyance.

In addition to the preliminary drainage plan, an offsite analysis will be performed to determine the project's impact on the downstream conveyance system. The preliminary design portion of the offsite analysis will include the following items to meet the requirements associated with a Level 3 analysis:

- Identify offsite study area boundary and establish basin limit
- Gather and review data of the existing stormwater conveyance system to a maximum extent of 1 mile downstream of the project site.
- Conduct on-site verification and assessment of downstream conditions, including taking photos of drainage features and problem areas between the project site and Snyder's Corner park (approximately 2,500 LF).
- Perform backwater calculations using King County's backwater computer program. Field data obtained from the surveyor will be used to support this effort
- Findings will be summarized in a memo

3.4 30% Preliminary Plans

Prepare preliminary plans at the 30% completion level for the reservoir, offsite drainage improvements, and proposed on-site improvements using the information developed in prior tasks.

3.5 Preliminary Opinion of Probable Construction Cost

Prepare 30% opinion of probable construction cost (OPCC) AACE Class 3 estimate for the proposed reservoir, site improvements, and off-site drainage improvements.

3.6 Preliminary Design Review Workshop

Prepare for and attend 30% design review workshop with City staff.

3.7 Preliminary Design Report

Prepare a draft Preliminary Design Report that documents the project background, proposed improvements, design criteria, analyses, discussion of operations and maintenance requirements, cost estimate, and project schedule. Include in the appendix the 30% preliminary plans, and the technical memorandums or reports from the services performed by subconsultants. The Preliminary Design Report will be prepared to fulfill the Department of Health (DOH) Project Report requirements for facility projects.

Modify report based on City review comments and submit final report to City. Submit the Preliminary Design Report and required DOH forms to DOH for review in accordance with the project report requirements for proposed facility projects. Coordinate with DOH staff and provide written responses to comments received from DOH's review of the report.

Task 3 City Responsibilities

- Provide input on design criteria and reservoir improvements and appurtenances options.
- Attendance at preliminary drainage workshop and 30% design review workshop.
- Review preliminary design plans, preliminary opinion of probable construction cost with one compiled written set of comments prior to the 30% Submittal Review Meeting.
- Review of workshop agenda and summaries.
- Up to date WaterGEMS hydraulic model of the water system.
- Complete review of the preliminary design report and provide one compiled written set of comments.
- Coordination with the Joint Board for review and approval of the preliminary plans.
- Perform potholing as needed to support project design.

Task 3 Deliverables

- Draft design criteria and preferences will be submitted to City for review and input in Excel format.
- Conceptual drainage plan in PDF format
- Level 3 offsite analysis results
- 30% preliminary plans in PDF format.

- 30% OPCC in PDF format.
- Agenda and summary for conceptual drainage workshop and 30% review workshop (draft and final)
- Draft and final Preliminary Design Report will be submitted to the City in PDF format.
- Final Preliminary Design Report will be submitted to DOH in PDF format.

Task 3 Assumptions

- Preparation of the stormwater Technical Information Report (TIR) for permitting approval will be performed under Task 5.
- The offsite analysis performed for the downstream conveyance system will be a Level 3 analysis. Final results of the downstream analysis will be detailed in the Technical Information Report performed under Task 5.
 - Tank maintenance discharge will be limited to 200 gallons per minute
 - During regular maintenance, the reservoir will be drawn down to 6 ft before discharge, so the total volume for discharge would be 1.52 MG or 203K CF.
 - The backwater calculation will check the mid-point to confirm no surcharge at any restricted downstream pipes
 - The Snyder Pond capacity, 140K CF total, will determine the limit of volume for discharge.
- Hydraulic modeling will be limited to steady state modeling of up to three (3) scenarios to determine maximum, minimum, and typical flow rates in and out of the reservoir. If the model already includes functional extended period simulation (EPS) scenarios, average and maximum EPS model runs will be performed instead of the steady state simulations. The City currently anticipates updated EPS scenarios to be available in 2026. The existing model is assumed to be accurate enough for the analysis and no calibration will be needed. No computational fluid dynamic (CFD) modeling to verify tank mixing will be performed. Hydraulic Modeling effort will be limited to the Task 3.2 hours shown on the fee estimate.
- Twenty-three (23) plan sheets are anticipated be included in the 30% submittal.
- City review period will be 2 weeks for the 30% design submittal.
- Two workshops will be attended by up to three (3) Consor staff; will last for up to 2 hours; and will be held at virtually on MS Teams.
- Consor subconsultants will provide preliminary design support and 30% plans under Task 7.
- The 30% preliminary plans will be updated to reflect City review comments prior to finalizing the Preliminary Design Report and submitting to DOH.
- The Preliminary Design Report will not require update following DOH review and approval.
- The process for Joint Board review and approval will be up to two (2) months.

Task 4 – Final Design

Objective

Produce final design plans, specifications, and construction cost opinion of the project based on the 30% preliminary plans and design elements documented in the Preliminary Design Report. Final design plans, specifications, and cost opinions will be developed to the 60% and 90% completion levels for review by the City. Final bid-ready plans, specifications, and cost opinion will incorporate prior City review comments and be suitable for bidding.

Activities

4.1 60% Design

Plans will be developed at a 1"=20' scale and include details. Specifications will include the City's front-end contract documents and special provisions and Consor's technical specifications in MasterFormat 50 Division CSI format. The cost opinion will be formatted to reflect the bid items in the bid schedule of the contract documents. Plans and specifications developed by subconsultants will be reviewed for design consistency prior to incorporating into the design submittal.

4.2 90% Design

Further develop design plans, specifications, and cost opinion to the 90% completion level based on the 60% design submittal and modifications from the City's review comments. Review plans, specifications, and cost opinions developed by subconsultants for design consistency prior to incorporating into the design submittal.

4.3 Final Bid-Ready Design

Further develop design plans, specifications, and cost opinion to the 100% completion level based on the 90% design submittal, modifications from the City's review comments, and permit review comments. Submit stamped and signed bid-ready contract documents to the City. Update bid proposal quantities to reflect a bid-ready design package. Review plans, specifications, and cost opinions developed by subconsultants for design consistency prior to incorporating into the design submittal.

4.4 Final Design Review Workshops

Prepare for and attend virtual workshops with City staff following the 60% and 90% design submissions to discuss review comments and gather additional input.

4.5 Reservoir Drainage Operation and Maintenance Manual

Work with City staff to collaboratively develop a maintenance manual for the operation of the reservoir, including items such as a Standard Operating Procedure for tank drainage, watch points for operations, and a Standard Operating Procedure for emergency drainage. Prepare for and attend a workshop to support development of the document.

Task 4 City Responsibilities

- Complete technical review of the design submittal documents and provide one compiled written set of comments for each submittal prior to the review meetings.

- Provide standard front-end contract documents and special provisions in MS Word format.
- Attendance at review meetings and O&M manual workshop.

Task 4 Deliverables

- Workshop agendas and summaries for up to two (2) workshops.
- Submission of 60%, 90%, and Final Bid-Ready design packages includes electronic copies of the plans, specifications, and OPCC in PDF format.
- Operation and Maintenance manual in PDF format.

Task 4 Assumptions

- The 60% plan set will consist of up to 54 sheets. The 90% and final plan sets will consist of up to 62 sheets. A Preliminary Sheet List is included as Exhibit D.
- Three workshops will be attended by up to three (3) Consor staff; will last for up to 2 hours; and will be held at virtually on MS Teams.
- Technical specifications prepared by Consor and subconsultants will be in MasterFormat 50 Division CSI format.
- Standard details will be included as an appendix to the contract documents and not included in the plans.
- City review period is assumed to be 2 weeks.
- Up to two (2) traffic control plans (TCPs) will be prepared. TCPs will be included as an appendix to the contract documents and not in the plan set.

Task 5 – Permitting

Objective

Apply for and obtain permitting approvals for construction of the project.

Activities

5.1 Pre-Submittal Conference

Prepare for and attend a pre-submittal conference with the City.

5.2 Renderings Development

Develop elevation view renderings illustrating the proposed reservoir site after improvements to provide the observer with a realistic perspective and support permitting and City outreach activities.

5.3 Permit Application Preparation and Support

Prepare and submit complete application packages for the project associated with the new reservoir construction and associated site improvements. Consor's subconsultant, Confluence to provide SEPA application assistance under Task 7.

Coordinate with City permitting agencies during development of application packages. Develop and submit responses to agency review comments. Coordinate with agencies throughout the application review. Listed below are the permits / reviews / approvals anticipated for the project:

- City of Kirkland Variance (building height)
- City of Kirkland Land Surface Modification Permit
- Full Drainage Review
- City of Kirkland Building Permit
- City of Kirkland Demolition Permit
- City of Kirkland Tree Removal Permit
- City of Kirkland Right of Way Permit
- DOH Construction Document Review
- SEPA Environmental Review Checklist

Task 5 City Responsibilities

- Review draft application packages and provide one set of compiled review comments.
- Payment of all permit application and review fees.
- Obtaining an NPDES Construction Stormwater General Permit (CSWGP) from the Washington Department of Ecology, should a CSWGP be required for the project.

Task 5 Assumptions

- Pre-submittal conference with the City will be attended by up to two (2) Consor staff, will be up to two (2) hours in duration, and will be held virtually.
- No offsite stormwater mitigation strategies will be required. The detention of stormwater on the project site will be sufficient to address the project's contributions to any downstream drainage problems.
- City will submit applications to the reviewing agency and be the main point of contact for agencies.
- The following application packages are anticipated to be submitted following the 30% design submittal:
 - Variance
 - SEPA Environmental Checklist
- The following application packages are anticipated to be submitted following the 60% design submittal; alternatively, they will be submitted sooner as allowed by the agency.
 - Land Surface Modification
- The following application packages are anticipated to be submitted following the 90% design submittal; alternatively, they will be submitted sooner as allowed by the agency.
 - Building Permit
 - Demolition Permit
 - Tree Removal Permit

- DOH Construction Documents Review
- Construction permits (electrical, plumbing, mechanical) will be obtained by the contractor during construction.
- No more than one response to agency compiled review comments are anticipated per application package. Effort for application preparation, agency coordination, and responses will be limited to the Task 5.3 hours shown on the fee estimate.
- It is anticipated that the SEPA determination issued by the City will be a Determination of Non-Significance or Mitigated Determination of Non-Significance. The City will accept this project as being “self-mitigating”.
- Shadow casting analysis for the building height Variance will not be required.
- Attendance at a hearing examiner meeting for the Variance is not included in the scope.
- Since the stormwater management improvements will reduce the surface water runoff from the site from current conditions, the downstream analysis in the stormwater TIR will be qualitative only. Quantitative analysis of the storm sewer system downstream of the project site will not be required.

Task 5 Consultant Deliverables

- Application packages (drafts for City review and finals for agency review) for the items listed under Task 5.3.
- Stormwater TIR in PDF format, including results of the downstream analysis and proposed mitigation strategies using onsite detention.
- Responses to agency review comments.
- Up to two (2) sets of renderings in PDF format. One set of renderings will be provided at the 30% design level, and a second set of renderings will be provided at the 90% design level.

Task 6 – Bidding Support

Objective

Assist the City on an as-needed basis up to the Task 6 budget during bidding and award of the project.

Activities

6.1 Bidder Inquiries and Addenda

At the direction of the City and up to the budget amount, respond to questions from bidders, subcontractors, equipment suppliers, and vendors regarding the project, plans, and specifications. Prepare addenda for use by the City in issuing addenda.

6.2 Pre-Bid Conference

Attend a pre-bid conference for the project and provide support to the City for specific agenda items.

Task 6 City Responsibilities

- Lead in tasks associated with bid advertisement, addenda distribution, plan holder administrations, bid evaluation, bid tabulation etc.
- Lead receiving questions from bidders, subcontractors, equipment suppliers and other vendors.

Task 6 Deliverables

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

Task 6 Assumptions

- Only at the request of the City will Consor or its subconsultants provide support services during project bidding. Effort for bidding support services will be limited to the Task 6 hours shown on the fee estimate.
- The Pre-bid Conference will be attended by up to two (2) Consor team members.
- Up to two (2) draft addenda will be prepared.
- Written responses for up to fifteen (15) questions will be provided.

Task 7 – Subconsultant Services

Objective

Report and design document preparation by specialty subconsultants. Deliverables and assumptions for work under Task 7 are described under other tasks.

Activities

7.1 Arborist

Land Meets Water LLC (LMW) will provide licensed arborist services for the assessment of trees located within the vicinity of the proposed improvements, provide recommendations for protection of trees anticipated to be retained, and prepare an arborist report to support tree removal permitting for the project.

7.2 Environmental and Permitting

Confluence Environmental Company (Confluence) will provide permitting and environmental services consisting of an assessment of existing site environmental conditions, preparing a SEPA checklist and assisting with environmental permitting. Confluence will also perform a critical areas study for the reservoir site and prepare a Critical Areas Report to support permitting applications.

7.3 Surveying and Mapping

Duane Hartman & Associates (DHA) will provide utility locating, field surveying and base mapping services for the project. The following list describes specific services to be performed by DHA.

- Engage underground One-Call or private utility locating service to field mark and provide records of the underground utilities within the project area.
- Establish horizontal and vertical control based on City system.
- Locate and survey section monuments to establish the project horizontal control. Locate and survey City control points to verify location of City survey data. The horizontal datum will be Washington State Plane coordinates, north zone NAD-83(91). The vertical datum will be NAVD-88. The topographic survey will be developed as a 1"=20' scale file with 1-foot contours.
- Topographic mapping consisting of the location of features and trees 8 inches in diameter and larger within the survey limits. Site features are anticipated to include fences, curbing, sidewalks, striping, signage, roadways, culverts, ditches, draining inlets, MH covers, hydrants, curb ramps, power poles, light poles, structures, driveways, and above and below grade utilities. Survey will locate a sufficient amount of control monuments to calculate and map right of way lines, and property lines. Topographic mapping will be to City standards.
- Mapping the existing utilities from available utility company and City records.
- Process field data in accordance with City standards and sent in AutoCAD as a block drawing using the 2022 version of AutoCAD Civil 3D. Drawings will be stamped by a Professional Land Surveyor licensed in Washington State.

Work to be performed by DHA will be separated into three separate subtasks.

7.3.1 130th AVE NE ROW Survey

DHA to provide utility locating, field surveying and base mapping services for 130th AVE NE ROW to the west and north of the reservoir site. The 130th AVE ROW survey to the north of the reservoir site will extend for approximately 650 feet.

7.3.2 Potholing Location Survey

DHA to locate up to 15 locations of potholing performed by the City.

7.3.3 Off-Site Storm Sewer Downstream Analysis Survey

DHA to perform horizontal and vertical survey of approximately 15 storm sewer structures between the reservoir site and Snyder's Corner Park to support completion of a Level 3 downstream analysis.

7.4 Geotechnical Engineering

Associated Earth Sciences Inc (AESI) will perform geotechnical engineering services consisting of infiltration testing and analysis of previously performed borings to develop geotechnical design recommendations for the project. The results of the subsurface investigations will be summarized in a report including bearing capacity, seismic design parameters based on site classification, subgrade recommendations, and soil infiltration rates.

7.5 Structural Engineering

Peterson Structural Engineers (Peterson) will perform structural engineering services for the proposed 15 MG prestressed concrete reservoir design and bidding support services for the project. Structural

engineering services will include development of structural calculation package to support building permit application, and response to structural related review comments.

7.6 Electrical Engineering

Industrial Systems (ISI) will provide electrical engineering services for the proposed reservoir's electrical, monitoring and control systems, alarm and security systems, and bidding support services.

Budget

Work will be performed on a time and expense basis with a total not to exceed amount as shown on the attached Fee Estimate (Exhibit B) in accordance with the firm's current standard Schedule of Charges in effect at the time the work is performed (Exhibit C).

Project Schedule

The estimated schedule for the additional work is based on an assumed notice to proceed in July 2025 and completion in January 2027. A detailed schedule will be prepared after notice to proceed is provided by the City.

EXHIBIT B
SOUTH RESERVOIR DESIGN
CITY OF KIRKLAND
PROPOSED FEE ESTIMATE

Task ID	CASH CATEGORIES (USD)										SUBCATEGORIES										Subcategory Total with Markup	Expenses	Cash Total (USD)	Total
	Personnel Expense		Travel Expense		Telecommunications Expense		Engineering Design		Engineering Design		Telecommunications		Construction		Professional Services		Equipment		Materials					
	Personnel	Equipment	Personnel	Equipment	Personnel	Equipment	Personnel	Equipment	Personnel	Equipment	Personnel	Equipment	Personnel	Equipment	Personnel	Equipment	Personnel	Equipment	Personnel	Equipment				
	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD				
Task 1: Project Management and Coordination																								
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EXHIBIT C
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.

EXHIBIT D
City of Kirkland
South Reservoir Design
Preliminary Sheet List

SHEET INDEX	
DRAWING TITLE	
GENERAL	
COVER SHEET	
SHEET INDEX	
SYMBOLS AND LEGEND	
ABBREVIATIONS	
GENERAL NOTES	
CIVIL	
CIVIL SYMBOLS AND LEGEND	
CIVIL NOTES	
KEY MAP & SURVEY CONTROL	
EXISTING CONDITIONS - RESERVOIR SITE	
EXISTING CONDITIONS - OFFSITE AREA 1	
EROSION AND SEDIMENTATION CONTROL NOTES	
EROSION AND SEDIMENTATION CONTROL PLAN	
EROSION AND SEDIMENTATION CONTROL DETAILS	
RESERVOIR SITE DEMOLITION PLAN	
RESERVOIR SITE LAYOUT PLAN	
RESERVOIR SITE GRADING PLAN	
RESERVOIR SITE ACCESS ROAD PROFILE & DETAILS	
RESERVOIR SECTION AND UNDERDRAIN DETAILS	
RESERVOIR FLOOR PLAN	
RESERVOIR SITE DRAINAGE PIPING PLAN	
OFFSITE DRAINAGE PLAN - 1	
RESERVOIR SITE DRAINAGE PIPING PROFILES	
OFFSITE DRAINAGE PIPING PROFILES	
DRAINAGE DETAILS - 1	
DRAINAGE DETAILS - 2	
RESERVOIR SITE PIPING PLAN	
RESERVOIR SITE PIPING PROFILES - 1	
RESERVOIR SITE PIPING PROFILES - 2	
RESERVOIR SITE PIPING DETAILS - 1	
RESERVOIR SITE PIPING DETAILS - 2	
CIVIL DETAILS - 1	
CIVIL DETAILS - 2	
CIVIL DETAILS - 3	
LANDSCAPE	

SUBMITTAL INCLUSION			
30%	60%	90%	Final
X	X	X	X
X	X	X	X
X	X	X	X
X	X	X	X
	X	X	X
X	X	X	X
		X	X
X	X	X	X
	X	X	X
	X	X	X
	X	X	X
X	X	X	X
X	X	X	X
X	X	X	X
	X	X	X
	X	X	X
	X	X	X
	X	X	X
	X	X	X
X	X	X	X
	X	X	X
	X	X	X
	X	X	X
	X	X	X
		X	X
		X	X

SHEET INDEX	
DRAWING TITLE	
LEGEND, NOTES, AND PLANT LIST	
RESERVOIR SITE PLANTING PLAN	
OFFSITE RESTORATION PLAN	
LANDSCAPING DETAILS - 1	
LANDSCAPING DETAILS - 2	
STRUCTURAL	
GENERAL STRUCTURAL NOTES	
QUALITY ASSURANCE PLAN AND NOTES	
RESERVOIR FOUNDATION PLAN	
RESERVOIR ROOF PLAN	
RESERVOIR SECTION AND COLUMN DETAILS	
RESERVOIR ROOF REINFORCING DETAILS	
MISCHELLANEOUS REINFORCING AND JOINT DETAILS	
PRESTRESSED WALL SECTION AND DETAILS	
MISCHELLANEOUS DETAILS AND PRESTRESSING NOTES	
FOUNDATION AND PIPE BLOCK DETAILS	
INTERIOR LADDER AND ROOF HATCH DETAILS	
EXTERIOR STAIR DETAILS	
MISCELLANEOUS STRUCTURAL DETAILS	
MECHANICAL	
RESERVOIR PIPING ENTRANCE / EXIT PLAN AND SECTIONS - 1	
RESERVOIR PIPING ENTRANCE / EXIT PLAN AND SECTIONS - 2	
RESERVOIR ROOF VENT DETAILS	
RESERVOIR MIXING SYSTEM PLAN AND DETAILS	
ELECTRICAL	
ELECTRICAL SYMBOLS, LEGEND & ABBREVIATIONS	
ELECTRICAL SYMBOLS AND LEGEND	
ELECTRICAL ONE LINE DIAGRAM AND LOAD SUMMARY	
ELECTRICAL DEMOLITION PLAN	
ELECTRICAL SITE PLAN	
ELECTRICAL DETAILS - 1	
ELECTRICAL PANEL & CIRCUIT SCHEDULES	

SUBMITTAL INCLUSION			
30%	60%	90%	Final
	X	X	X
X	X	X	X
	X	X	X
		X	X
		X	X
X	X	X	X
	X	X	X
X	X	X	X
X	X	X	X
	X	X	X
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	X	X	X
	X	X	X
		X	X
		X	X