CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 8, 2019

AGENDA ITEM:	
Professional Services Agreement with Parametrix	
Design for the Downtown Stormwater Treatment Project	
PREPARED BY:	DIRECTOR APPROVAL:
Steven Miller, Senior Project Manager	
DEPARTMENT:	
Public Works / Engineering	\mathcal{V}
ATTACHMENTS:	
Professional Services Agreement	
BUDGET CODE:	AMOUNT:
40250594.563000, D1802	\$993,314.62
SUMMARY:	

The Downtown Stormwater Treatment project will design and construct an end of pipe stormwater treatment facility near the Geddes marina, at the adjacent Welco site. The facility will remove stormwater contaminants from at least 140 acres of downtown area, with a potential to expand the facility at a later time to treat the full 480 acre downtown basin area. This project was identified as project ES2 in the 2016 Surface Water Comprehensive Plan Update. The project is funded in part by a grant from the Department of Ecology. Council approved a grant agreement with Ecology on July 9, 2018 in the amount of \$5M to fund the project, with a stipulation that the work be completed by June 30, 2022, and also stipulated that the City be responsible for 25% of the project costs.

The City advertised a Request for Proposals in September of last year, for design services for the project. Proposals were received on October 19, 2018 from Wilson Engineering, and Parametrix. After interviews on December 12, Parametrix was selected as the top candidate, for the project design. The project team worked with Parametrix to develop an appropriate scope and fee for the design contract, to ensure the project meets Ecology requirements, and is consistent with future development of the Geddes marina.

The attached Professional Services Agreement will provide the City with design and permitting services for the project. It is in staff's opinion, that the negotiated fee of \$993,314.62 is fair and consistent with industry standard. The scope of services demonstrates a clear approach in order to meet the project schedule. Staff is confident that the City will be well served by Parametrix as it relates to this project.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to execute the Professional Services Agreement with Parametrix in the amount of \$993,314.62 for the design of the Downtown Stormwater Treatment project.

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF MARYSVILLE AND PARAMETRIX, INC.

THIS AGREEMENT ("Agreement") is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation ("City"), and Parametrix, a corporation, organized under the laws of the state of Washington, located and doing business at 719 2nd Avenue, Suite 200, Seattle, WA 98104 ("Consultant").

In consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES. The Consultant shall provide the work and services described in the attached EXHIBIT A, incorporated herein by this reference (the "Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

2. TERM. The term of this Agreement shall commence on ______ and shall terminate at midnight on December 31, 2020. The parties may extend the term of this Agreement by executing a written supplemental amendment.

3. COMPENSATION. The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed Nine hundred, ninety-three thousand, three hundred and fourteen and sixty two cents (**\$993,314.62**) within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

The Consultant shall submit a monthly invoice to the City for Services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

4. CONSULTANT'S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such changes, amendments, or revisions will not have any impact on the cost of the Services or the

proposed delivery schedule.

4.2 ADDITIONAL WORK. The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

4.3 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the Services shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

4.4 PUBLIC RECORDS ACT. Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "PRA"). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information**. Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked "Confidential" and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests**. The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked "Confidential."
- (2) If records identified as "Confidential" by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
 - i. Provide the records to the City in the manner requested by the City;
 - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
 - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification**. In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively "Damages") arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

4.5 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit.

Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

4.6 INDEMNITY.

a. Indemnification and Hold Harmless. The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 4.6. This waiver has been mutually negotiated by the parties.

(City Initials) (Contractor Initials)

4.7 INSURANCE.

a. **Insurance Term**. 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 Services hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** 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.

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- <u>Automobile Liability</u> insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) <u>Commercial General Liability</u> insurance shall be at 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 Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) <u>Workers' Compensation</u> coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) <u>Professional Liability</u> insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

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

e. **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 as respect 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.

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

g. **Verification of Coverage.** The 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.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **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 (5) 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.

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

k. **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.

4.8 LEGAL RELATIONS. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

4.9 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make

a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work to the Services that the Consultant performs under this Agreement.

d. Prior to commencement of Services, the Consultant shall obtain a business license from the City.

4.10 EMPLOYMENT.

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) and any and all claims that may or might arise under the Workman's Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. (*Please use initials to indicate No or Yes below.*)

_____ No, employees performing the Services have never been retired from a Washington state retirement system.

_____ Yes, employees performing the Services have been retired from a Washington state retirement system.

In the event the Consultant checks "no", but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks "yes" and affirms that an employee providing work has ever retired from a Washington State retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

4.11 NONASSIGNABLE. Except as provided in **EXHIBIT B**, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

a. The Consultant is responsible for all work or services performed by subcontractors or subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in **EXHIBIT B**.

c. The Consultant may not substitute or add subcontractors or subconsultants without the written approval of the City.

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

4.13 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

4.14 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate, or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or the Services provided to the City.

4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

4.16 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

5. CITY APPROVAL REQUIRED. Notwithstanding the Consultant's status as an independent contractor, the Services performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if the Services have been completed in compliance with the Scope of Services and City requirements.

6. GENERAL TERMS.

6.1 NOTICES. Receipt of any notice shall be deemed effective three (3) calendar days after deposit of written notice in the U.S. mail with proper postage and address.

Notices to the City shall be sent to the following address:

CITY OF MARYSVILLE Steven Miller, P.E. 80 Columbia Avenue Marysville, WA 98270 Notices to the Consultant shall be sent to the following address:

PARAMETRIX INC.

Paul Fendt, P.E. 719 2nd Avenue, Suite 200 Seattle, WA 98104

6.2 TERMINATION. The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

6.3 DISPUTES. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

6.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.

6.5 SEVERABILITY.

a. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining parts, terms, or provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

b. If any part, term, or provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that part, term, or provision shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision. **6.6 NONWAIVER.** A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

6.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

6.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

6.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

6.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

6.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.

DATED this ______ day of ______, 20_____.

CITY OF MARYSVILLE

By _____

Jon Nehring, Mayor

DATED this _____ day of _____, 20____.

[CONSULTANT]

By _____

[Name] Its: [Title]

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A Scope of Services See Attachment A

EXHIBIT B

Subcontractors/Subconsultants

Below is a list of approved subcontractors/subconsultants:

<u>HWA Geosciences</u> <u>Staheli Trenchless Consultants</u> <u>MacLeod Rekord</u> <u>Signal Architecture</u>

OR

There are no approved subcontractors or subconsultants.

EXHIBIT A

SCOPE OF WORK

City of Marysville Downtown Stormwater Treatment Project

PROJECT BACKGROUND

The City of Marysville (City) owns properties on Ebey Slough, a tidal distributary of the Snohomish River, that are formerly the sites of the Geddes Marina and Welco Lumber. Long-term use for the sites includes plans for a park on the Geddes Site, which is in preliminary design, and regional stormwater treatment for the downtown area on the Welco site. This scope of work describes the work to complete the design for the Welco site regional stormwater facility project. The project goals are to design and construct a stormwater treatment facility on existing available property that can treat at least 140 acres of existing untreated developed area of Historic Downtown Marysville with opportunity to expand up to a total of 480 acres of treatment capacity; meet Ecology standards for regional treatment for existing and new development; and use Ecology-approved technology that has been successfully designed for similar projects throughout the state.

The project concept design on which the grant is based proposed a Contech Filterra media filter system and an associated lift station on the Welco or Geddes site to treat up to 480 acres of land. The Contech Filterra media treatment technology is approved by Ecology and has been successfully installed on other similar projects in the region. Design of the Ebey Waterfront Expansion Park on the Geddes site is on-going, as is concept design for the Downtown Stormwater Treatment Project (DSTP), with the treatment now to be provided completely on the Welco site. The City has an approved five-million-dollar Ecology grant for design, permitting, and construction of the project to treat up to 140 acres. Because of recent approvals of new devices, the successful complete design may treat more area and/or will allow for a future expansion to treat the remaining 340 acres of Historic Downtown Marysville.

This scope of work includes the following phases and tasks:

- Phase 1: Project Kick-off, Data Collection, and Coordination
 - o Site characterization and risk evaluation
 - o Coordination with the Geddes Site design and thematic elements
 - o Geotechnical review
 - o Public process to solicit public input into the design
- Phase 2: Alternatives Analysis and Preliminary Design
 - o Confirmation of concept and preliminary (30 percent) engineering
 - o Basis of Design report

- Phase 3: Detailed Design
 - o 60 percent design
 - o 90 percent design
 - o 100 percent design
 - o Final bid documents
- Phase 4: Permitting and Ecology Coordination
 - o Permitting documents and meetings
 - o Ecology grant support
 - o Ecology basin planning support
- Phase 5: Bid Assistance
- Phase 6: Project Management

WORK BREAKDOWN

Phase 1 – Project Kick-Off, Data Collection, and Coordination

The purpose of this phase is to initiate the project, collect design-level site data, solicit public input, and coordinate with the Ebey Slough Park expansion.

Task 1.1 – Kick-Off Meeting, Public Process, and Coordination

The purpose of this task is to initiate the project and coordinate input from different sources for different aspects of the project.

Activities:

- **Kickoff meeting.** Lead a project kickoff meeting, including discussion of project goals and objectives, team communications, scope and schedule review, risk register development, coordination with adjacent project, and review of preliminary data needs.
- **Conduct a public process.** Initiate a process to inform the public of the proposed project. Conduct one public workshop to introduce the project and solicit interest and input. Provide input to information provided on the City's website about the project.
- **Coordinate with Ebey Park Expansion.** Discuss and coordinate with the Ebey Park Expansion design team. Up to four coordination meetings will be held: at one key milestone in the park project, at the 30 percent design level, and 60 percent design level. One meeting with other City departments to discuss the DSTP will be held prior to the 60 percent design level.
- **Define Thematic Elements.** A design workshop will be conducted prior to 30 percent design to discuss thematic design elements, configuration of the treatment facility, and potential areas and programming for the remainder of the Welco Site that should be reserved. A second design meeting to select the preferred alternatives will be led by the Parametrix team.

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Assumptions:

- Kick-off meeting to be coordinated by the City will include five Parametrix team staff.
- Parametrix will provide materials and up to three staff for the public workshop; the City will coordinate and provide public notice.
- Coordination and design meetings will include up to three Parametrix staff.
- Architecture and site programming are limited to the level of effort defined in the budget.
- The pump station controls will not be include in a building or structure requiring architecture design or support.

Deliverables:

- Risk Register to be updated in the Project Management phase
- Display materials for the public meeting

Task 1.2 – Site Survey

The purpose of this task is to provide a design-level survey of the site.

Activities:

- **Collect available existing site information.** Obtain existing CADD files of base maps showing site infrastructure (catch basins, pipes, inverts, etc.), access and roadways, existing utilities, and approximate property boundaries.
- **Supplemental Field survey.** Perform supplemental site survey if needed. Scope will be limited to one day of additional survey.
- **Prepare base map.** A site base map for the design set will be prepared. The results of the field survey and related materials will be mapped to provide topographic, planimetric, and boundary survey at 1-inch = 20 feet scale. Map legend, notes, and survey stamp and signature will be provided on approved title block.

Assumptions:

- Scope will be limited to one day of additional survey.
- The survey team will be provided with unrestricted access to the project sites.
- The City will lead coordination with BNSF and right of entry will be negotiated and obtained by others and provided to the Consultant prior to start of work.
- Scope does not include a record of survey: no property corners will be set and no record of survey will be recorded.
- City will make available all utility and record drawings associated within the project area.
- Scope does not include preparation of documents, exhibits, or descriptions for any easements, or right of way acquisitions. Consultant may provide scope and fee for this task if required.
- Deliverables:
- Base Survey City-selected electronic format and PDF Deliverables at 1 inch = 20 feet scale.
 - o Aerial survey video

Task 1.3 – Geotechnical Characterization

The purpose of this task is to collect subsurface information of the site to support design of the treatment facilities, pump facility, and trenchless technology options.

Activities:

- Plan and coordinate geotechnical explorations:
 - o Site reconnaissance and utility locates for borings and CPTs
 - o Generate Geotechnical Work Plan for borings drilled along 1st Street
 - Prepare documents and submit application to BNSF for access to drill near the tracks. Drilling near the tracks is required for design based on the BNSF Utility Accommodation Policy.
 - Drill 2 Borings to characterize soils for installation of stormwater pipes below the railroad tracks
 - Install one well to measure the variation in ground water at the proposed site.
 - o 1 Boring to characterize soils for installation of underground pump station
 - o 3 to 4 borings to evaluate compressibility of existing alluvial/marsh deposits below the proposed stormwater vaults
 - One day of Cone Penetrometer Testing (CPT) to evaluate liquefaction susceptibility and potential for lateral spreading of vaults near the Ebey Slough
- Prepare logs and assign laboratory testing for samples obtained during drilling
- Review profile testing of cuttings from Welco site and coordinate disposal
- Evaluate impacts the existing subsurface conditions will have on the design and long-term performance of the stormwater improvements
 - o Perform liquefaction analyses to determine depth of liquefaction
 - o Evaluate slope stability and potential of lateral spreading of the riverbank along the Slough
 - o Construct 2 geologic profiles for evaluating potential differential settlements across the site
- Estimate potential consolidation settlements due to placement of fill and stormwater basins
- Provide considerations regarding impacts of site subsurface conditions
 - o Considerations for pump station construction
 - o Considerations for installation of pipe below the railroad tracks
 - o Alternatives for mitigation of impacts due to liquefaction
 - o Alternatives for mitigation of settlement based on proposed fill/placement of stormwater vaults
 - o Provide input for excavation support of pump station during construction
- Prepare Geotechnical Alternatives Technical Memorandum
- Final design support
 - o Provide earth pressures for pump station vault design
 - o Provide recommendations to resist buoyancy for pump station
 - Provide recommendations for drilling below the RR tracks and provide plans for preventing possible collapse of the hole during drilling
 - o Provide bearing capacities for materials supporting the stormwater basins
 - o Provide recommendations for utilities and earthwork
 - o Recommendations for selected settlement mitigation method
 - o Recommendations for selected liquefaction mitigation method
 - o Review geotechnical aspects of the plans and specifications
 - o Prepare draft and final geotechnical report
- Participate in team meetings

Assumptions:

- limits for contaminants and will require testing and costs of disposal at a suitable facility.
- Will provide one staff in the kick-off and design workshops (two).

Deliverables:

- Geotechnical Exploration Work Plan
- Geotechnical Technical Memorandum (TM)
- Draft and Final Geotechnical Findings Report

Task 1.4 – Railroad Trenchless Design Support

The purpose of this task is to provide design support for the railroad pipe bore.

Activities:

- Provide support to alternatives analysis
- Support the 30 percent design
 - Select and document the preferred trenchless method based on review of geotechnical, groundwater, utilities and other site conditions
 - o document design actions needed to advance the trenchless design from 30% to final
 - o provide 30% design level plan and profile
 - o document specification sections (assume one for method, 1 for annular space grouting, include settlement monitoring and casing in method spec or separate spec, review Parametrix shaft spec)
 - o provide 30% design level opinion of probable costs
- Support the 60-, 90-, and 100-percent design.
- Prepare revised specifications as indicated in 30 percent package for 60-, 90-, and 100-percent packages
- Coordinate with the design team and client

Assumptions:

• Specification sections will include one option each for method and annular space grouting, settlement monitoring, and casing in methods.

Deliverables:

• 30 Percent Design Technical Memorandum (TM)

Phase 2 – Alternatives Analysis and Preliminary Design

The purpose of this phase is to evaluate information from Phase 1 to include in the design, reconsider and confirm treatment options, determine the preferred treatment approach, and prepare preliminary (30%) design.

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Task 2.1 – Alternatives Analysis

Activities:

- Evaluate available treatment options Filterra Bioscape, BioClean Modular Wetlands, and Oldcastle Biopod – that are Ecology approved for this application. Perform cost-benefit evaluation and determine the preferred effective and economical treatment system. Include operating costs in the assessment and life time cost of operations, maintenance, and replacement.
- Identify up to three treatment approaches, configurations, or methods.
- Present the proposed approaches to City staff in a 2-hour workshop meeting.
- Identify potential below-ground constraints and considerations.
- Perform preliminary hydraulic conveyance and distribution analysis.
- Provide a qualitative analysis to assess compliance, risk management, and system reliability of the proposed alternatives.
- Review and confirm stormwater flow modeling to characterize peak stormwater flows and water quality design flows. Review updated basin delineation. Evaluate possible in-basin flow attenuation.
- Prepare implementation phasing scheme for full basin treatment, partial basin treatment (140 acres), and incremental pump station and treatment design.
- Prepare a Draft Basis of Design report, process description, and other information in narrative format to support the preliminary design and permit applications.
- Prepare a Water Quality Benefit analysis using Ecology Funding deliverable guidelines
- Prepare responses to Ecology comments

Assumptions:

- Meeting to review the results will be attended by up to three Parametrix staff.
- Performance and life-cycle costs of the systems will be based on materials provided by the suppliers, Ecology TAPE data, and other reliable and science-based performance information.
- The City will make the treatment option and implementation phasing decision prior to start of Task 2.2
- The Basis of Design TM will be provided in draft form only.

Deliverables:

• Draft Basis of Design report. A final report will be completed in later phase.

Task 2.2 – Preliminary (30%) Design

Activities:

- Complete preliminary design drawings, including civil, mechanical, structural, and electrical design drawings.
- Develop table of contents for technical specifications.
- Develop preliminary Engineer's Opinion of Probable Cost (EOPC).

- Identify supplemental field survey, including utility locate, and provide survey to base map.
- Identify consistent architectural theme.

Assumptions:

- Key decisions will be made by the City in Task 2.1: media type and system; configuration of treatment system; look and aesthetic considerations; limits of site available or not available to use for treatment; phasing or partial basin treatment.
- Look and aesthetic considerations resolved in Task 1.1.
- Design work previously completed by Parametrix will be incorporated into the 30% design
- Existing site geotechnical data (e.g., borings, existing foundation designs) are included in Phase 1
- There are no significant conflicts with existing utilities or site features
- The electrical power source is of sufficient capacity to provide power to the added load and is available from adjacent sources (to be verified with site visit and preliminary design).
- Remote telemetry, PLC, or SCADA cabling/communications are included for the pumping systems. Will conform with EDDS.
- Design estimate is based on treatment system chosen and capacity required for the implementation phasing determined in Task 2.1
- No in-water work will be required.
- Technical specifications will be provided in CSI format.
- City will develop local permit applications for Right-Of-Way use as needed.
- The City will provide one set of resolved and consolidated comments on 30% design which will be incorporated into the 60% design submittal.
- Deliverables will be submitted electronically using a City-selected platform.

Deliverables:

- Preliminary design (30%) drawings.
- Technical specification table of contents.
- Preliminary (30%) engineer's estimate of probable cost.
- Draft Basis of Design TM.
- Responses to Ecology Comments on Draft Basis of Design Report (from Task 2.1)

Phase 3 – Detailed Design

This phase includes services for detailed design and includes tasks for intermediate (60%), pre-final (90%), and final (100%) design.

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Task 3.1- Intermediate (60% Design)

Activities:

- Advancement of drawings to intermediate design level, including civil, mechanical, structural, and electrical design drawings.
- Develop draft technical specifications.
- Advancement of EOPC to intermediate design level.
- Update Basis of Design Report describing basis of design and process description.

Assumptions:

- The same applicable assumptions described for preliminary (30%) design apply.
- Approximately 44 sheets are expected.
- Technical specifications will be prepared in CSI format.
- Division 00 and 01 specifications are by the City.
- One meeting with the City is included to discuss the intermediate design before the City's review. The meeting will be attended by three Parametrix staff.
- The City will provide one set of resolved and consolidated comments on the 60% design which will be incorporated into the 90% design submittal.

Deliverables:

- Intermediate (60%) design drawings.
- Draft technical specifications as single pdf file, electronic only
- Intermediate (60%) EOPC.

Task 3.2– Pre-Final (90% Design)

Activities:

- Advancement of drawings to pre-final design level, including civil, mechanical, structural, and electrical design drawings.
- Develop pre-final technical specifications.
- Provide input into Division 00 and01 specifications section such as bid form, summary of work, price and payment.
- Advancement of EOPC to pre-final design level.
- Update design report describing basis of design, process description, and other information.
- Prepare a submittal memo and submit the 90 percent design to Ecology for review and incorporate applicable comments in the 100 percent design.

Assumptions:

- Same assumptions described for preliminary (30% and 60%) design.
- One meeting with the City is included to discuss the pre-final design before the City's review. The meeting will be attended by three Parametrix staff.
- The City's comments and building department comments on 90% design will be incorporated into the final (100%) design submittal.
- The 90 percent plans will provide the basis for final permitting documents.

Deliverables:

- Pre-final (90%) design drawings.
- Pre-final technical specifications.
- Pre-final (90%) EOPC.
- Ecology 90 percent submittal memo
- Updated Basis of Design Report describing basis of design, process description and diagrams, and other related information.
- Responses to Ecology Comments on 90 Percent design

Task 3.3- Final (100% Design)

Activities:

- Advancement of drawings to final design level, including civil, mechanical, structural, and electrical design drawings.
- Draft final technical specifications.
- Advancement of EOPC to final design level.
- Prepare Facility Operation and Maintenance Manual
- Prepare a construction schedule for Ecology 100 percent submittal

Assumptions:

- Same assumptions described for preliminary (30%) design.
- One meeting with the City is included to discuss and review the final design. The meeting will be attended by the project manager and the Senior Consultant.
- The City's comments and building department comments on 90% design will be incorporated into the final (100%) design submittal.
- The Ecology-required Construction Quality Assurance Plan is not included
- Assumes one bid package and no pre-procurement packages.

Deliverables:

• Final design (100%) drawings, as single pdf and CAD file, electronic only

- Final technical specifications as single pdf and word file and individual specification word files, electronic submittal only
- Final (100%) EOPC.
- Ecology Final Design submittal memo
- Responses to Ecology Comments on Final Design
- Construction schedule for Ecology
- Facility Operation and Maintenance Manual

Phase 4 – Environmental Analysis and Permitting of Stormwater Improvements

This phase includes services to support obtaining applicable environmental and land use permits, including the City of Marysville Shoreline Permit, Floodplain Development Permit, SEPA, and Critical Area Review. This scope of work is based on the anticipated conceptual design prepared for the Ebey Waterfront Expansion Project. The 60 percent design will be used to initiate the permit applications.

Task 4.1– Permitting

Activities:

- Document Review. Research and review documents and data as available.
- **Permit Matrix**. Prepare a preliminary permit matrix following preliminary design identifying anticipated environmental permits and approvals for the Project. The matrix will list the anticipated environmental permit or approval, permit nexus or trigger, issuing agency and contact information, required predecessors, anticipated schedule, and design information required for submittal.
- **Permit Applications**. Develop permit applications for State and other external regulatory agencies
- Agency Coordination and Preapplication Meetings. Lead coordination with regulatory agencies. Anticipated agency coordination meetings include site visits with: WDFW, Ecology (Water and Shorelines), Ecology (Waste and Toxics), City Planning, and Tribes.
- Wetland Delineation/OHWM Determination. Wetland and OHWM Determinations on the Welco site were completed during the Ebey Waterfront Park Expansion project preliminary design phase. This scope of work includes a site visit to confirm and reflag the delineated wetland and OHWM boundary in proximity to the proposed new outfall prior to submittal of City environmental and land use permit applications.
- SEPA Documentation. The City will be the SEPA lead agency and will issue a SEPA determination or exemption for this project based on their environmental policies and regulations. The Consultant will support the City's SEPA review by preparing a preliminary and revised draft Environmental Checklist for finalization by the City. The Consultant shall also prepare the following technical materials to supplement the SEPA Environmental Checklist:
 - o Geotechnical Report: (per Task 1.3)
 - o Critical Areas Study: Prepare a Critical Areas Study addressing Wetlands, Fisheries, and regulated buffers per City of Marysville requirements specific to the Welco Site. The Critical Areas Study will also include a preliminary impact assessment and conceptual mitigation plan.
 - o SEPA Application

- Shoreline Permit. Parametrix will prepare a City Shoreline application package.
- **Coordination/Permit Support.** Provide ongoing coordination and support for the City during the Project. The City is anticipated to submit for the long-lead time permits and reviews identified above (City of Marysville Shoreline Permit, City of Marysville SEPA, City of Marysville Floodplain Development Permit and City of Marysville Critical Areas Review) using Preliminary Design information; therefore, the Consultant anticipates that ongoing coordination will be required to provide the City and regulatory agencies additional project information to support the permit application process as design is advanced.

Assumptions:

- The design concept for the Project anticipates construction of an outfall structure that will be placed entirely landward and above the ordinary high-water line and will not affect jurisdictional wetlands or waters of the US or State. If this design concept is found to be infeasible or is otherwise revised to require impacts to wetlands or jurisdictional waters, additional deliverables may be required to support additional permitting. Additional permits could be required from the Corps of Engineers, Department of Ecology, and/or Department of Fish and Wildlife.
- The City will lead and be responsible for applications for construction, utility, and right-of-way use permits. Parametrix will provide available support materials for City use.
- Parametrix will prepare application and materials for the Railroad Use permit
- The scope of work anticipates up to 2 agency site visits and anticipates combined attendance at the site visits.
- The NPDES Construction Stormwater Permit Notice of Intent will be a contractor permit.
- No evaluation of traffic impacts will be required.
- The City will be responsible for all permit application fees and third-party review fees.
- The City will be responsible for the publication of all notices and announcements.
- All deliverables will be in PDF file format and hardcopies in accordance with City application requirements.
- The project is not anticipated to trigger additional clean-up or remediation.
- The project is anticipated to qualify as a Shoreline Substantial Development.
- The preparation of a SEPA Environmental Impact Statement will not be required.
- No additional technical analysis or special studies will be required to support a City SEPA Determination.
- The project will not be constructed with federal funds. No NEPA documentation will be required. The project will not trigger review under the Federal Endangered Species Act or National Historic Preservation Act.
- The following meetings are anticipated: (2) onsite agency coordination meetings (assumes joint meetings);; (1) Ecology coordination meeting in Bellevue; up to (8) permit coordination conference calls.

Deliverables:

• Permit Matrix

- Preliminary and Revised Draft Environmental Checklist
- Draft and Final Critical Areas Study
- Draft and Final City Shoreline Permit application package

Task 4.2 – Ecology Basin Planning Support

The purpose of this phase is to provide services to support the City with the Ecology grant and to initiate the basin planning process to allow regional facilities to meet minimum requirements.

Activities:

- Assist the City with grant support materials
- Prepare the materials to support using regional facilities to meet minimum requirements, which could include a basin transfer.
- Meet with Ecology staff (up to three meetings) to discuss use of the facility and approval designation.

Assumptions:

• A total of 40 professional hours have been budgeted for support.

Deliverables:

• There are no deliverables for this task

Phase 5 – Bidding

The purpose of this phase is to provide services to support the City with the final bid package, bidding support, and selection of the construction contractor.

Task 5.1 – Bidding Assistance

Activities:

- Assist the City with bid document development.
- Support the City with pre-bid meetings.
- Answer questions and requests for Information (RFIs) from bidders.

Assumptions:

- Bid document technical sections will consist of final Phase3 design deliverables. The City will provide front-end administrative and contracting sections of bid documents.
- Parametrix will assist the City with development and assembly of bid documents.
- There will be one pre-bid meeting, attended by the Project Manager and Project Engineer.
- A total of 60 professional hours have been budgeted for bidding assistance.
- Construction services is not included in this Phase.

Deliverables:

- Bid documents.
- Requests for Information (RFAIs) responses and technical addenda.

Phase 6 – Project Management

The purpose of this phase is to provide oversight, communications, and management of the contract and scope of work. Work includes administrative project support, task order set-up, sub-consultant management, and quality control/assurance program.

Task 6.1 – Project Management

Activities:

- Prepare a project schedule and work plan.
- Prepare monthly billing review and invoices.
- Participate in project status meetings (non-task-specific).
- Conduct Sub-consultant management and contracting (non-task-specific).
- Monthly administrative project support (task set-up, filing, communications).
- Update project schedule monthly and provide to City.
- Review and update Risk Register monthly and provide to City.

Assumptions:

- The budget provides 12 months of project management (April 2019 through March 2020).
- Monthly project status meeting includes two Parametrix staff.
- Sub-consultant contracting is limited to four firms.
- Oversight and review of sub-consultant products is included in task-specific budgets.

Deliverables:

- Base Project Schedule
- Monthly invoices with progress notes.
- Monthly project status meeting (one hour each by phone; can be coordinated with other meetings in person).

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Task

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			Shanon L. Harris	Paul S. Fendt	Cedar I. Simmons
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		Billing Rat	es: \$116.94	\$265.04	\$170.63
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Kickoff, Data Collection, and Coordination	\$43,961.44		00 16		40
Kickoff Mtg, Public Process, and Coordination	\$40,419.76		88 16 12	64	40
Site Survey	\$3,541.68		0		
Geotechnical Characterization	\$0.00		-		
Railroad Boring Support	\$0.00 \$153,310.96	c	0 16 12	84	220
Alternatives Analysis and Preliminary Design Alternatives Analysis	\$67,407.12		76 12		320 160
Preliminary (30%) Design	\$85,903.84		40	12	160
Detailed Design	\$450,523.84	2,7			520
Intermediate (60%) Design	\$228,044.32			16	240
Prefinal (90%) Design	\$135,982.80		20	10	160
Final (100%) Design	\$86,496.72		40	8	100
Environmental Analysis and Stormwater Improvement Permits	\$62,026.50		52 8	64	0
Permitting	\$45,063.94		88 8		
Ecology Basin Planning Support	\$16,962.56		64	64	
Bidding	\$10,237.80		60 0		60
Bidding Assistance	\$10,237.80		60		60
Project Management	\$70,522.08		56 192	120	48
Project Management	\$70,522.08		56 192	120	48
Labor Totals:		4,6	84 228	368	988
Totals:	\$790,582.62		\$26,662.32	\$97,534.72	\$168,582.44
nsultants					
Geosciences	\$133,192.00				
Trenchless Consultants	\$27,000.00				
od Reckord	\$24,200.00				

Subconsultants Total:	\$198,592.00
Other Direct Expenses	
Mileage - \$0.58/mile	\$1,500.00
Survey Equipment (\$140/Use)	\$140.00
BNSF Fee	\$2,500.00
Other Direct Expenses Total:	\$4,140.00

Subtask Description

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Subconsultants HWA Geosciences Staheli Trenchless Consultants MacLeod Reckord Signal Architecture

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