

**CLARK COUNTY  
STAFF REPORT**

**DEPARTMENT/DIVISION:** Environmental Services / Sustainability & Outreach / Solid Waste Program

**DATE:** November 5, 2013

**REQUEST:** Authorize Clark County Administrator to execute professional services agreement with Maul Foster Alongi for master planning Leichner Landfill properties for a not to exceed amount of \$200,000.

If a Washington State Department of Ecology Integrated Planning Grant is awarded to Clark County, authorize the county Administrator to execute amendments to professional services agreement with Maul Foster Alongi to complete work described in grant agreement.

**CHECK ONE:**                     Consent                     Hearing                     Chief Administrative Officer

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**BACKGROUND:** Clark County purchased Leichner Landfill properties from the Leichner family on December 28, 2012 with the intent of master planning the site for redevelopment. The county received four responses to RFP 654, for Leichner Landfill Master Planning. County staff, City of Vancouver staff and a representative from the Leichner family reviewed and ranked each proposal. Maul Foster Alongi was the top ranked proposer and was selected to enter negotiations to provide these services (See attached RFP Evaluation Matrix and Selection Process Report). The attached professional services agreement was negotiated with Maul Foster Alongi.

On August 20, 2013, Board of County Commissioners authorized Environmental Services Director to apply for and execute an Integrated Planning Grant (IPG) offered by the Washington Department of Ecology (Ecology) in the amount of \$200,000. Ecology has implemented the IPG program through the Remedial Action Grant Program that provides limited funding to local governments that are developing an integrated project plan for cleanup and reuse of a contaminated site commonly referred to as a brownfield site.

RFP No 654 requested Proposers provide information on the availability of additional grant funding for brownfield redevelopment, a description of proposers experience with brownfield redevelopment, and a proposed scope of work should grants be available. The Maul Foster Alongi proposal included preparing an application for an IPG and also included a proposed IPG scope of work to incorporate the adjacent Fleischer properties into the overall Leichner master plan.

The Fleischer properties located at 9115 NE 94<sup>th</sup> Avenue, border the west and south of Leichner Landfill properties and to the north by the Waste Connections of Washington hauling company maintenance yard. The site has been abandoned since the 1990's. Soil at the site is known to be contaminated with PCB's from Mr. Fleischer's past activities.

The additional grant funding will allow county planners to determine if it is economically viable to remediate the Fleischer properties, and determine the combined job producing potential of the Fleischer and Leichner properties as part of the overall master planning process for the project area.

**COMMUNITY OUTREACH:** The Leichner Landfill master planning process will include extensive community outreach.

**BUDGET AND POLICY IMPLICATIONS:** Funding for the master planning project is provided from Special Purpose Fund 6310 Leichner Landfill Financial Reserve Assurance Fund (FARF). The annual budget for this project is established by the Leichner Landfill Oversight Committee which consists of representatives from LBLRC, County and City of Vancouver.

The IPG program grant would provide up to \$200,000. The grant funds will augment landfill closure funds previously budgeted for master planning the adjacent Leichner Landfill site. The grant requires no match. There is no impact to the General Fund. Grant funding is not included in the adopted 2013-14 Environmental Services budget. IPG funding is being included in the readopted 2014 Environmental Services budget. If IPG Grant is awarded, professional services agreement will need to be amended to reflect the increase to the not to exceed

figure of up to \$400,000. The attached Fiscal Impact Statement reflects the IPG not to exceed figure of up to \$400,000.

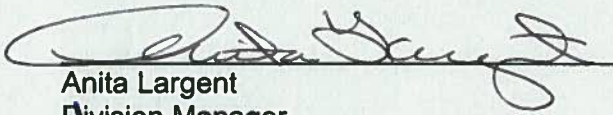
Master planning effort is expected to yield two development alternatives for Leichner properties. BOCC will be provided regular updates throughout the planning process. BOCC will be final authority regarding any policy decisions related to the implementation of development alternatives that result from master planning.

**FISCAL IMPACTS:**  Yes (see Fiscal Impacts Attachment)  No

**ACTION REQUESTED:** Authorize Clark County Administrator to execute professional services agreement with Maul Foster Alongi for master planning Leichner Landfill properties for a not to exceed amount of \$200,000.

If a Washington State Department of Ecology Integrated Planning Grant is awarded to Clark County, authorize the County Administrator to execute amendments to professional services agreement with Maul Foster Alongi to complete work described in grant agreement and increase not to exceed amount up to \$400,000.

**DISTRIBUTION:** Please forward a copy of the approved staff report to the Environmental Services Administration.



Anita Largent  
Division Manager



Don Benton  
Environmental Services Director

APPROVED:   
CLARK COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS

NOV. 5, 2013 SR 22413

MD/AL/bt

- Attachments: Staff Selection Report  
Professional Services Agreement and Exhibits  
Evaluation Matrix  
Selection Process Report

## FISCAL IMPACT ATTACHMENT

### Part I: Narrative Explanation

I.A - Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information.

The Maul Foster Alongi contract for master planning Leichner Landfill properties will be funding through the Leichner Landfill Financial Reserve Assurance Fund (FARF). This contract is for a not-to-exceed amount of \$200,000. The contract may be amended to include evaluating the Fleischer properties (which is adjacent to the landfill). The amendment may be up to \$200,000.

### Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Fund 6310 / FARF	\$0.00	\$200,000.00	\$0.00	\$0.00		
Fund 4014 / Solid Waste Fund		\$200,000.00		0.00		
<b>Total:</b>	\$0.00	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00

II.A - Describe the type of revenue (grant, fees, etc.)

Funds have been reserved in the FARF (Fund 6310) for planning and maintenance of the closed landfill. The County will be submitting a grant application for an Integrated Planning Grant with the Washington State Department of Ecology, This will provide funding for evaluating the cost to remediate the Fleischer properties.

### Part III: Estimated Expenditures

III.A - Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
Fund 6310 / FARF		\$0.00	\$200,000.00	\$0.00	\$0.00		
Fund 4014 / Solid Waste Fund			200000.00	0.00	0.00		
<b>Total:</b>		\$0.00	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00

III.B = Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits	\$0.00	\$0.00	\$0.00			
Contractual	\$0.00	\$400,000.00	\$0.00	\$0.00		
Supplies	\$0.00	\$0.00	\$0.00			
Travel						
Other controllables	\$0.00	\$0.00	\$0.00			
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total:</b>	\$0.00	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00

Attachment A  
CLARK COUNTY  
SELECTION PROCESS REPORT

DEPARTMENT/DIVISION: Environmental Services / Sustainability and Outreach

DATE: October 16, 2013

RE: Request for Proposal #654 Leichner Landfill Master Plan

**Background:**

County released Request for Proposal No. 654 on July 2, 2013. RFP No. 654 was electronically mailed by County Purchasing to the Plan Holders List which consisted of consulting firms listed on the MRSC roster. The RFP was advertised as required by law.

Proposals were due back on August 2, 2013. Clark County received four responses to Request for Proposal No. 654 Leichner Master Plan. The four proposals were submitted on time and were deemed complete and responsive by the Selection Team.

The firms submitting proposals were:

- Mackenzie
- Golder & Associates
- OTAK
- Maul Foster Alongi

Proposal Selection Team and Interview Panel: The Proposal Selection Team included three public employees representing Clark County. The Interview Panel consisted of members of the Leichner Landfill Oversight Committee.

The Proposal Selection Team members and Interview Panel were:

- Anita Largent-Clark County DES Sustainability and Outreach Manager
- Michael Davis-Clark County DES Sustainability Specialist
- Travis Goddard- County DES Program Coordinator Planning and Permitting

Leichner Landfill Oversight Committee:

- Don Benton- County DES Director
- Pete Capell -County Public Works Director
- Brian Carlson-City of Vancouver Public Works Director
- Mark Leichner- Vice President, Leichner Brothers Land Reclamation Corporation

**Proposal Selection Process and Criteria:**

Selection process was a two tiered process. In round one the Proposal Selection Team was made up of county staff. The role of the Proposal Selection Team was to evaluate and rank the proposals with the top two proposals advancing into round two interviews. The Interview Panel consisted of the members of the Leichner Landfill Oversight Committee.

The Proposal Selection Team met on August 15, 2013 to conduct the round one ranking of the four proposals. The Selection Team members were provided a copy of RFP #654 and copies of the four proposals. The Selection Team evaluated the proposals submitted compared to the requirements of RFP #654, and determined that the four proposals were responsive, complete and provided competitive pricing. The Proposal Selection Committee ranked the proposals based on the evaluation criteria stated in the RFP.

**Evaluation Criteria:**

Each proposal received was evaluated according to a specified two tier point system described in RFP#645.

**Tier I**

A one hundred (100) point system will be used, weighted against the following criteria for round one:

- |   |    |
|---|----|
| 1. Proposal approach/quality            | 35 |
| 2. Key Team experience & qualifications | 25 |
| 3. Work history                         | 15 |
| 4. References                           | 25 |

**Tier II**

A fifty (50) point system will be used, weighted against the following criteria for round two:

- |                                   |    |
|-----------------------------------|----|
| 1. Interview with consultant team | 50 |
|-----------------------------------|----|

Following the interviews, the panel made up of the Landfill Oversight Committee Members will evaluate the proposals. Evaluation of the proposals will be based on the combined score of round one and round two (150 points total).

### **Proposal Ranking**

Two firms were selected to be interviewed by Leichner Landfill Oversight: Maul Foster Alongi and OTAK. Final ranking of the proposals were:

- |                       |     |
|-----------------------|-----|
| 1. Maul Foster Alongi | 133 |
| 2. OTAK               | 120 |
| 3. Mackenzie          | 77  |
| 4. Golder             | 76  |

The final scoring matrix is attached to this report.

### **Staff Recommendation**

A professional services agreement with Maul Foster Alongi has been negotiated. The contract has been reviewed by the County Prosecuting Attorney. Staff recommends adoption of the Contract.

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT**, entered this 5<sup>th</sup> day of November, 2013, by and between CLARK COUNTY, hereinafter "County," a political subdivision of the State of Washington, and MAUL FOSTER ALONGI, hereinafter "Contractor."

### **WITNESSETH**

**WHEREAS**, the Contractor has been chosen through a competitive bid process by the County Request For Proposal No. 654, Leichner Landfill Master Plan, and has the expertise to provide grant writing assistance, master planning, community outreach, real estate market analysis, and engineering; and

**WHEREAS**, Clark County does not have available staff nor the expertise to provide such services for the benefit of the services of Clark County; now, therefore,

#### **THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:**

**1. Services**

The Contractor shall perform services as follows:

A. Generally: To provide professional services for Clark County and to perform those services more particularly set out in the Contractor proposal attached hereto and incorporated herein by this reference as Exhibit "A."

B. Evaluate Grant Opportunities and Alternative Funding Sources for Project: Contractor proposal Exhibit "A", Task 1 describes Contractor evaluation of grant opportunities and alternative funding sources related to project. These services include preparing an application for an Integrated Planning Grant ("IPG") available through the Washington State Department of Ecology. A scope of work to provide professional services related to implementation of IPG for Clark County and to perform those services described in Task 1 is attached hereto as Exhibit "B."

C. Task Assignment Changes: County has identified or, in the course of completing project, may identify additional services for Contractor that have not been set out in Contractor proposal Exhibit "A." Terms and conditions for County Task Assignment Changes within Exhibit "A" are attached hereto as Exhibit "C."

**2. Time**

A. The contract shall be deemed effective beginning November 5, 2013 and ending October 31, 2014. Clark County reserves the right to extend the contract for a period of two (2) six (6) month terms, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.

B. Should additional grant funding and or other alternative funding for project be made available to County, County reserves the right to amend Contract to reflect terms and conditions of grant agreement(s) and or alternative funding agreement(s). The County Administrator is authorized to execute Contract amendment regarding Integrated Planning Grant with Washington State Department of Ecology for evaluation of Fleischer Property on behalf of the County. Contract Amendments related to other available grant funding or other alternative funding sources require approval of the Clark County Board of County Commissioners

**3. Compensation**

County shall pay the Contractor for performing said services upon receipt of a written invoice according to the following schedule:

A. Fees paid Contractor shall be those fee schedules set forth in "Exhibit D". Contractor will invoice County on a monthly basis in a format acceptable to County.

B. The parties mutually agree that in no event shall the amount of billing exceed \$200,000 without prior written approval of the County. The Contractor shall not be required by County to perform services in excess of \$200,000.

C. Should additional grant funding for project be awarded to County, County reserves the right to amend Contract to reflect terms and conditions of grant agreement(s). The County Administrator is authorized to execute Contract amendment regarding Integrated Planning Grant with Washington State Department of Ecology for evaluation of Fleischer Property on behalf of County. Contractor is not authorized to proceed with services described in this Agreement, or this Agreement as amended, without prior authorization from County.

**4. Termination**

County may terminate this Agreement immediately upon any breach by Contractor in the duties of Contractor as set forth in contract. The waiver by the County of one or more conditions shall not be held or construed as a waiver of any term or condition required under this Agreement. Further, County may terminate this Agreement upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.



**5. Independent Contractor**

The Contractor shall always be an independent contractor and not an employee of the County and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

**6. Insurance**

Contractor 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 Contractor, its agents, representatives or employees. Proof of insurance is required before this Agreement can be executed.

**7. No Limitation**

Contractor's maintenance of insurance, as required by this Agreement, shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

**8. Indemnification Clause**

Contractor does release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making such assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the County. Provided, however, this paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees and agents.

**9. Wage and Hour Compliance**

Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

**10. Social Security and Other Taxes**

Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is not or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Agreement and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

**11. Equal Employment Opportunity**

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.

**12. Agreement Documents**

Agreement documents consist of this Agreement and Exhibit "A", Exhibit "B" and Exhibit "C," Exhibit "D" and Exhibit "E" which consist of Contractor Proposal No. 654, Lechner Landfill Master Plan, Evaluation of Grant Opportunities and Alternative Funding Sources for Project, Task Assignment Changes, Hourly Rates, and Sample Task Assignment Change. Where provisions of the Agreement and provisions of the proposal are inconsistent, the provisions contained in the proposal shall be controlling.

**13. Changes**

County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be incorporated in the written amendments to the Agreement.

**14. Governing Law**

This Agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.

**15. Confidentiality**

With respect to all information relating to County that is confidential and clearly so designated, Contractor agrees to keep such information confidential.

**16. Public Records Act**

Notwithstanding the provisions of this Agreement, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56, RCW, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify County by providing a copy of the request to County's Technical and Support Division Manager.

**17. Compliance with Law**

Contractor shall comply with all applicable federal, state and local laws and regulations.

**18. Conflict of Interest**

Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. This Agreement further covenants that in the performance of this Agreement, no person having such interest shall be employed.

**19. Consent and Understanding**

This Agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, agreement, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

**20. Severability**

If any provision of this Agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

**21. Work Product**

Contractor shall furnish all products of the work covered by this Agreement to the County upon completion of the various phases of the work. All such material shall remain the property of County and may be used by County without restriction. Such work products may only be used by the Contractor with the permission of and at the discretion of County.

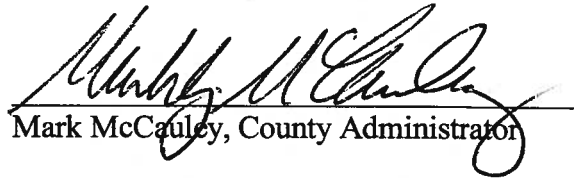
**22. Public Statements**

Contractor shall make no statements or representation claiming an ownership, interest in,

or right of control of the work product or associated work products of this Agreement without prior written approval of the responsible Clark County Project Manager or authorized County representative. County shall reserve the right of final review of any such statement or representative before release.

IN WITNESS THEREOF, County and the Contractor have executed this agreement on the date first above written.

CLARK COUNTY, WASHINGTON:

  
Mark McCauley, County Administrator

Approved as to form only:  
ATHONY G. GOLIK  
Prosecuting Attorney

  
Lawrence Watters, Deputy Civil Prosecutor

CONTRACTOR

By: \_\_\_\_\_  
Maul Foster Alongi

Title: \_\_\_\_\_

for retail space. Using the implementation strategy that MFA developed under the IPG, the port has acquired a large portion of the waterfront and is proceeding to enter into an agreement with Ecology that will fund 75 percent of the remediation costs.

**COWLITZ REGIONAL CONFERENCE AND EXPOSITION CENTER STRATEGIC PLANNING FEASIBILITY STUDY | BERGERABAM  
Cowlitz County, Washington**

Cowlitz County, in conjunction with the Cowlitz County Public Facility District and the cities of Longview and Kelso, selected BergerABAM to develop a new master plan for the Cowlitz Regional Conference Center and Cowlitz County Exposition Center. The objective of the master plan was to attempt to accommodate existing users while identifying economic development opportunities on the property. The community was engaged at two levels: First, through a community resource team (CRT) of stakeholders who were gathered four times over the span of the project and provided critical review; and, secondly, through large public open house events where the community at large could look at the recommendations as they were developed. The CRT was very helpful in directly engaging special interest groups (fair board, equestrian community, tourism groups) and giving them a seat at the decision-making table. BergerABAM was successful in incorporating virtually all of the competing site demands within a framework that allows the fair to dominate the site during its run while providing for expansion of conference and training facilities.

**KENNEWICK AIRPORT REDEVELOPMENT ALTERNATIVES | ECO  
Kennewick, Washington**

For the Port of Kennewick, as part of a multidisciplinary team, ECO evaluated the economic and fiscal impacts of potential development alternatives at Vista Field Airport. The airport is underutilized and operates at a deficit. ECO considered two alternatives: (1) enhancement of the airport, and (2) redevelopment into a mixed-use community. ECO conducted a market study to determine what types and amounts of mixed-use development could be accommodated on the Vista Field site over the next 20 years. In addition, ECO estimated what portion of new development and aviation activity would be net new to the region in each alternative. This estimate was used to calculate the net direct economic impacts of development in each alternative. Finally, ECO examined the fiscal impacts of each scenario, including the operating costs and revenues for the port, property tax revenues for the port, and one-time capital costs and proceeds from land sales related to physical improvements and development of the Vista Field site.

**BROWNFIELD PROPERTIES ECONOMIC & FISCAL IMPACT MODELING | EDH  
Palouse, Tacoma, Bellingham, Spokane, and Ridgefield, Washington**

EDH performs phased economic feasibility and fiscal impact assessment services on single-use and mixed-use projects for varied sizes and reuse options throughout the state of Washington. EDH has developed a software tool for economic modeling of brownfield reuse that was first applied to a hypothetical, and then an actual, redevelopment case study (in Palouse, Washington, with EDH as a subconsultant to MFA). Subsequent analyses using this model have been applied to brownfield reuse projects in Tacoma, Bellingham, Spokane, and Ridgefield.

# 5 PROJECT APPROACH AND UNDERSTANDING

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## **Project Understanding**

The County proposes to promote redevelopment of the closed Leichner Landfill, Koski, “Residential”, and 99<sup>th</sup> street ROW properties (the “Planning Area”). The Planning Area covers approximately 128 acres of undeveloped, primarily industrially zoned land surrounded by residential neighborhoods in unincorporated Clark County. The Planning Area includes one of the few large parcels available for industrial development in the Vancouver metropolitan area; however, redevelopment is constrained by environmental issues associated with the closed landfill and associated landfill closure requirements. MFA will help the County address these conditions through a master planning process that will include a technically strong, community-based, and market-driven process. The master planning process will work to create a viable vision for adaptive reuse of these properties and a strategy to attract private investment, create public benefits, address environmental concerns, and allow development in the Planning Area. The team will also evaluate opportunities to expand the Planning Area and the project scope to include due diligence and master planning activities on the neighboring Fleisher property.

## **Objectives**

MFA’s approach to the project is based on understanding the objectives and goals of our client. In preparation for the work, the team has drafted the following list of objectives. We would initiate the project by first meeting with the County to confirm and refine these assumptions. MFA proposes to:

- Help the County and the community to realize maximum economic uplift from the County’s investment in the property.
- Provide opportunities for creation of family-wage jobs.
- Encourage environmental stewardship through the properties’ redevelopment.
- Position the properties to provide public amenities.
- Engage the public in the planning process.
- Create an implementation-focused redevelopment strategy.
- Remove barriers to redevelopment (e.g., environmental constraints).

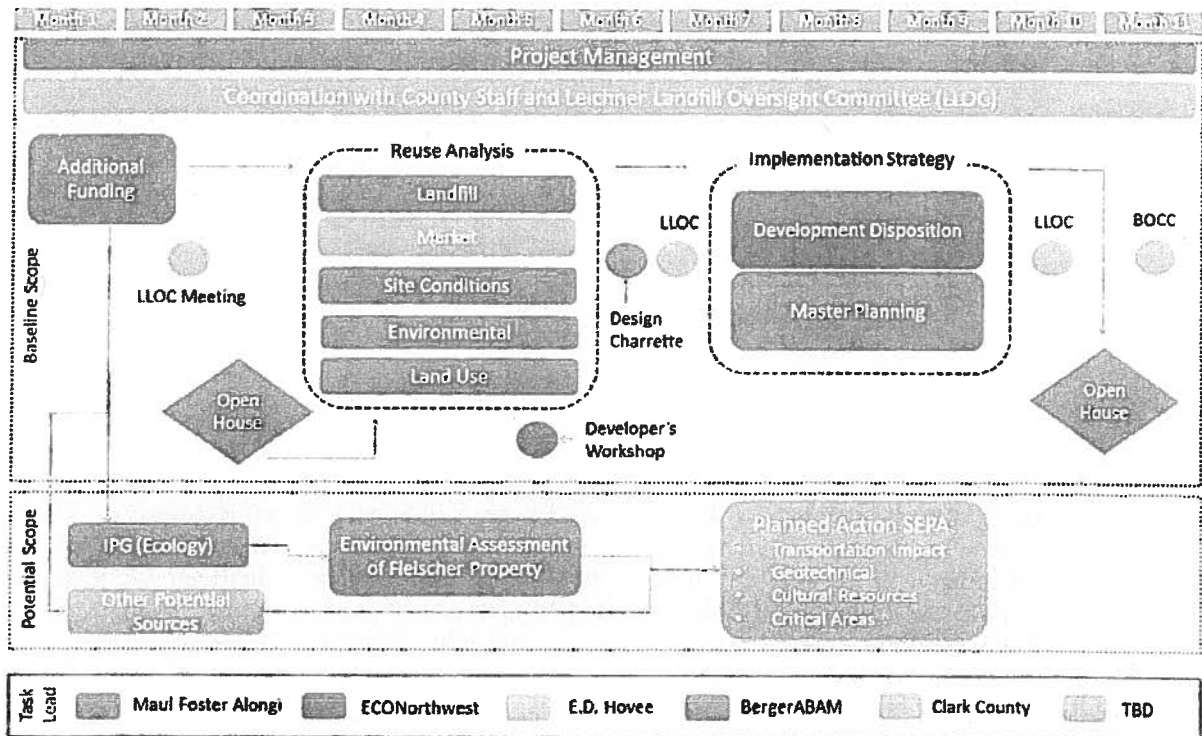
## **Approach**

The project team will achieve these objectives through the work program outlined in this section:

- Exploring grant opportunities and additional funding to provide for expansion of the project scope.
- Engaging with the community in a meaningful way that is positive and productive.

- Building on previous studies, complete technical analysis to thoroughly summarize existing conditions.
- Reviewing the objectives with experts, advisors, and decision makers to narrow the list to preferred alternatives for focused analysis.
- Developing an implementation strategy that thoroughly considers preferred alternatives and provides the County with definite actions to achieve objectives and recognize maximum potential from the properties.

### Proposed Lechner Landfill Master Planning Work Plan



MFA has reviewed the RFP and arranged the work elements in order to best provide the County with the desired outcomes. Tasks 1 and 2 follow the RFP; however, Tasks 5, 6, and 7 from the RFP are included below as Task 3, Reuse Analysis. Tasks 3 and 4 have been grouped together as Task 4, Implementation Strategy. The proposed approach has been illustrated in the Proposed Work Plan included as Attachment C. The top portion of the work plan shows the work to be completed under the dedicated funding, and the lower portion shows work that could be considered if an IPG or other funding was secured.

### **Task 1. Explore Grant Opportunities and Alternative Funding**

The project team will focus efforts in this area on refining and finalizing an IPG application to Ecology. MFA has been working with County staff and Ecology to help position the Fleisher property for this opportunity. MFA will also work with the County to identify and pursue alternative grant funding sources that are most applicable to the project.

Should the County be successful in obtaining the IPG, we anticipate that some of the funds will be used to perform due diligence on the adjacent Fleischer property and to look at how the Fleischer property can be integrated into the planning for the adjoining and surrounding properties. The IPG will also help supplement some of the budgetary costs related to the tasks associated with the baseline scope, allowing for additional and/or expanded analysis. For instance, infrastructure planning and preliminary design efforts that overlap between the Fleischer property and the rest of the Leichner site can be reassigned to the master planning scope, opening up funding for additional efforts on the overall site. These reassigned funds can be applied strategically toward items such as a developer RFP process or preliminary entitlements in order to catalyze redevelopment on the properties.

**Deliverable/Outcome:** The project team will refine and submit an application for an IPG to Ecology. Should other grant sources be identified, the team will prepare application materials. Upon award of additional funding, the project team will work with the County to revise and expand the scope of work to account for the additional resources.

### **Task 2. Public Involvement**

#### **Task 2.1. Public Open Houses**

The properties are surrounded by residential neighborhoods, so involving neighboring residents in the master planning process is critical to project success. We anticipate holding two open house events with the community at key junctions in the project timeline. The first event will be held at a midpoint during completion of the reuse analysis. This will allow the project team to present their preliminary findings and receive input from the community regarding the direction that further analysis should take. The second open house will be held after the implementation strategy and master plan have been completed in order to provide follow-through with the community and present the preferred alternative.

The team will prepare a public involvement plan that will describe an implementable strategic approach to engaging the surrounding neighborhoods in the master planning process. This plan will identify key stakeholders, public outreach messages and methods, and the purpose for public open house meetings. The plan will also identify the meeting notification area, timelines for media and mailer release dates, and other elements of the outreach effort. The public involvement plan will become the blueprint for project outreach activities. Creating and implementing this plan will be a critical element for project success, considering that the project site is surrounded by single-family residences that may be resistant to any change in status quo for the site. It is a reasonable assumption that most nearby residents are currently unaware of the master planning process, so initial contacts and description of the project intent will be important for conducting a productive planning process.

#### **Task 2.2. LLOC and BOCC Meeting and Support**

It is assumed that the Leichner Landfill Oversight Committee (LLOC) will meet regularly during the master plan process, and that the project team will assist the County in providing



updates and receiving direction. We assume that the project management team will meet up to three times with the LLOC, and once with the Board of County Commissioners (BOCC).

- The first meeting will kick off the project with the advisory group and define guiding principles.
- The second meeting will present findings from the reuse analysis.
- The third meeting will present the implementation strategy.
- At the fourth meeting, the MFA project management team will present the final report and summary recommendations to the BOCC.

**Deliverable:** Public involvement plan. Planning for and facilitation of two public open house events; informational materials for the open house events, including FAQ flyers, presentation boards and brochures; planning for and participation in all necessary LLOC and BOCC presentations.

### **Task 3. Reuse Analysis**

Building on the Fatal Flaw Analysis of Potential Reuses (May 2012, BergerABAM), the team will perform the technical analysis necessary to determine appropriate concepts for the redevelopment of the properties. The reuse analysis will consist of a landfill redevelopment feasibility study, market analysis, site conditions assessment, and review of environmental and land-use regulatory constraints.

The technical analysis will be complemented by two focused workshops. The first workshop will involve a panel of real estate experts in a “developer’s workshop” that will provide current market insight into the redevelopment options and potential of the properties.

Once preliminary reuse options are defined for the site and refined through the developer’s workshop, a second workshop or “design charrette” will be held. This design charrette will engage the project team members with key stakeholders, residential neighbors and other local community members, and County staff to develop conceptual design options for the Leichner, Koski, and Residential properties. Integration of the Fleischer property will also be an important consideration.

**Deliverable:** The reuse analysis will be summarized in a report presented to the County and the LLOC and made available to the public. This document will also be useful in future efforts to market the property.

#### **Task 3.1. Landfill Feasibility**

Information developed in this task will help inform the evaluation of the reuse options and the decision concerning whether the parcels under consideration should be developed separately or jointly. The Leichner Landfill closure systems have been well maintained by the County since the closure was constructed in the early 1990s. The information obtained by the County as part of post-closure maintenance and monitoring will assist the process of evaluating reuse options.

MFA’s approach to identifying and evaluating the regulatory, environmental, and design constraints posed by the landfill would be to use the information developed as part of the Fatal Flaw Analysis of Potential Reuses as well as current input from the County and the public outreach process. This information will allow the grouping of potential reuse

alternatives relative to the level of activities each group would entail. Activities would include those during redevelopment of the site as well as ongoing use activities that affect, or be affected by, the landfill post-closure status. We envision evaluating three groups with low, moderate, and high-impact reuses.

An example of a group of alternatives on the low-impact side would be parks, habitat restoration, and urban agriculture. These post-closure uses have similar impacts to the cap, landfill gas management, and stormwater runoff and are similarly influenced by landfill settlement. This group can be evaluated in detail to determine the level of impact and the associated costs. An example of cost impacts would be the need to increase soil depths, modify some of the landfill gas collection system to an underground system, and modify stormwater runoff management to allow the use without its causing impacts to the landfill.

An example of a high-impact group of alternatives would be economic development options, a sports/entertainment center, and a public safety or utility facility. These alternatives would have to be carefully planned and designed to maintain cap integrity, adapt post-closure systems, and compensate for future landfill settlement. An example of cost impact would be the need to support buildings to protect them from landfill settlement and to include landfill gas safety systems to protect the building occupancy.

**Deliverables:** The outcome of this task would be a summary discussion of the type of modifications or impacts that could be expected for the different alternative groups, as well as conceptual-level cost estimates that can be used in the feasibility evaluation for the landfill modifications.

### **Task 3.2 Market Analysis**

The MFA team will prepare a two-phase market analysis for potential reuse of the Planning Area. This analysis will address reuse opportunities for the entire 128-acre site—with particular focus on the 35-acre Koski property (whether developed independently or in conjunction with the rest of the Leichner site):

- i. *A Phase 1 overview assessment* will be conducted in advance of the first open house and developer's workshop. The purpose of this overview will be to identify and briefly evaluate a wide range of potential development options—including industrial, residential, recreation and open space uses, or possible-mixed use development. For each use considered, we will describe current market trends, site advantages and disadvantages, potential economic returns (such as jobs and tax revenues), key issues to be addressed, and implementation requirements. Results of this analysis will be provided in summary form for use with the open house and developer's workshop.
- ii. *Phase 2 assessment refinement* will be undertaken to address input from the open house and developer's workshop. This list of reuse options will be narrowed in consultation with the LLOC to reflect those that appear to offer both market potential and opportunity for community support. For each reuse option, the team will describe potential market support (in terms of land needs and time required for absorption), supportable land pricing (net of remediation/monitoring costs), and resulting jobs (both direct and economic multiplier estimates), plus direct tax benefits to Clark County.

**Deliverable:** The product of the Phase 2 assessment will be a market analysis memorandum covering the purpose of the analysis; data sources/methodology; evaluation by reuse option,

including pro forma assessment of financial feasibility; and resulting implications or requirements for implementation.

### **Task 3.3 Site Conditions**

The objective of this task is to review the physical characteristics of the Planning Area and provide technical support in order to properly assess existing site conditions. Information collected and summarized in this task will inform potential development options. Assessment will focus on the following key elements:

**Infrastructure**—Assess the availability and level of service of existing utility infrastructure to serve the properties. These include water, sanitary sewer, power, and others. Identify preliminary areas for necessary expansion and investment.

**Stormwater Drainage**—Evaluate site conditions and regulatory requirements for the management of stormwater runoff on both the landfill and the non-landfill properties. Consider options for low-impact development (LID) on Koski and other properties.

**Access/transportation**—Assess existing transportation infrastructure on and adjacent to the properties (Padden Parkway, NE 99th Street, and NE 94th Avenue). Evaluate existing challenges to access and circulation.

**Soils/topography**—Summarize the existing soils and topography on the properties with a critical eye toward impact on redevelopment options. Existing survey information provided by the County will be used. Soils will be screened for suitability. Landfill soils will be considered separately as part of the landfill feasibility task.

**Sensitive Areas**—Use existing data to identify environmental limitations on buildable areas.

**Monitoring/Compliance**—Summarize the requirements of the landfill closure and monitoring plan as they impact the Koski property in order to ensure that proposed redevelopment meets all applicable requirements for landfill monitoring and compliance. This will be critical for demonstrating compliance in future-development scenarios.

**Deliverable:** A memorandum summarizing existing site conditions. Base map and existing conditions plans and exhibits.

### **Task 3.4 Land-use Regulations**

In order to inform the preparation of a master plan and to summarize permitting opportunities and constraints, the team will complete a land-use and environmental permitting and feasibility memorandum. The first step in the preparation of this memorandum will be to identify the key development and design standards that will apply to the site. These design requirements will be used by the team in the preparation of the conceptual design alternatives at the design charrette.

Past review of the site conducted for the Leichner property Fatal Flaw Analysis of Potential Reuses did not reveal the presence of any regulated critical areas on the property. In contrast, the comprehensive plan and zoning of the site are key challenges to site redevelopment. County policies in some cases restrict the rezoning of industrial lands. Therefore, thoughtful consideration must be given to the presentation of any industrial conversion in order to demonstrate that the proposal will not reduce the employment opportunities in the county. Strategies such as commensurate rezoning of residential areas or

other means to offset any potential loss in job-producing lands will be explored and discussed in this memorandum.

This memorandum will address any other known development constraints and will also help to identify the anticipated federal, state, and local permits required for the development alternatives refined in following steps.

**Deliverables:** Initial land-use input for public meetings and design charrette. Land-use permitting feasibility memorandum.

### **Task 3.5 Environmental Regulations**

This task will focus on summarizing the known environmental conditions on the non-landfill properties and on summarizing the existing regulatory constraints associated with the consent decree agreement in place between the County and Ecology. Environmental concerns related to the adjacent landfill present the greatest challenge to development of the Koski property and potential future uses for the landfill itself must align with the Consent Decree and restrictive covenant and not compromise the protectiveness provided by the engineered and institutional controls. Analysis of these elements will focus on understanding the real and potential hindrances to redevelopment in place as a result.

**Deliverable:** A summary memorandum of the known environmental issues and regulatory constraints.

### **Task 3.6 Developer's Workshop**

We propose to convene a group of professionals from the real estate, development, and construction fields and facilitate a discussion to better understand the site's opportunities and constraints from a development perspective. The workshop will include a tour of the site as well as a discussion. The workshop will serve multiple purposes:

- i. Provide input to the process regarding potential future uses and market viability of redevelopment from an implementation perspective, and ground truth market and reuse analysis findings.
- ii. Discuss methods for overcoming the site's challenges, including integration into the neighborhood, zone changes, transportation connectivity, and addressing the waste management facility.
- iii. Begin to generate interest among potential site developers in the site's eventual disposition and redevelopment.

Our team will reach out to our network of professional development contacts, develop all workshop materials, facilitate the workshop, and produce follow-up materials that summarize findings and implications for the process.

### **Task 3.7 Design Charrette**

While the guiding principles, outreach process, and reuse analysis will help the project team develop site redevelopment ideas, it is impossible to adequately consider the viability of these ideas without putting them on paper. The Design Charrette workshop will provide an opportunity for County staff and other key stakeholders to work directly with the MFA team to flesh out ideas and begin to program the conceptual site plans. The MFA team will gather background data, GIS information, and high-resolution aerial photographs of the project area. In order to initiate the planning and design process, the team will incorporate the site

opportunities on the base plan. These include features such as prevailing winds, solar access, view corridors, and utility and road infrastructure, along with natural and built opportunities and constraints that should be considered during site master planning.

Using the site opportunities plan as a base, the team will plan and lead a four-hour design charrette that will interpret community visions for incorporation into alternative design concepts that will demonstrate land-use relationships to adjacent residential uses and the redevelopment potential of the site. It is anticipated that the charrette will explore up to three alternative design concepts.

**Deliverables:** Scaled base drawing with existing conditions and site opportunities. Preparation, coordination, and facilitation of one four-hour design charrette with County staff, the project team members, and key stakeholders. Preparation of up to three alternative design concepts.

#### **Task 4. Implementation Strategy**

The culmination of the project will be an implementation strategy that builds on all previous efforts to provide a comprehensive report suitable for informing all development disposition decisions. The strategy will evaluate the reuse analysis and project objectives to answer the critical questions of whether the properties should be developed as a whole or in part, and what role the County should play in their disposition. The strategy will also include a concept plan that provides a conceptual layout of the Planning Area with approximate improvements such as building footprint and massing, and that estimates associated infrastructure requirements in order to inform the development strategy. All planning will emphasize rapid execution of development plans to allow for creation of jobs and benefits to the local economy.

**Deliverable:** Summary report with recommendations for the preferred redevelopment alternative. Master plan of the preferred alternative(s), with sufficient detail to proceed to marketing of the properties and/or preparation of preliminary site planning and design documents.

#### **Task 4.1 Development Disposition**

The ultimate goal of this analysis is to move the County and its partners toward action on the site's reuse. Fundamental to successful implementation of the site's redevelopment is a well-informed decision regarding whether and how to interact with a potential future developer or property owner. The RFP outlines two related questions: (1) Should the landfill and adjacent industrial property be developed separately or as a combined entity? and (2) Should the project be done as a public project, a private project, or under a partnership? Initial analysis in the Fatal Flaw Analysis of Potential Reuses preliminarily evaluated these questions and provides a strong foundation on which to make a formal recommendation regarding direction. Additional analysis specific to the potential reuses evaluated in this project will refine the fatal flaw report findings and lead to a recommendation and next steps for disposing of and/or developing the properties.

These questions are complicated by Washington State's very strict lending of credit laws, which make it more difficult for public entities to interact with the private development process by financially supporting developments, except in certain circumstances (for example, in an adopted Community Renewal Area). If implementation of the reuse requires

public financial support or control, our team can help to navigate these questions, together with legal counsel from the city or the County.

In this task, our team will evaluate these questions, exploring the implications of possible disposition options and seeking to maximize:

- i. The benefit to the County resulting from the interaction among three critical decisions regarding the site's possible redevelopment: funding/financing mechanisms, the reuse itself, and the property ownership and potential reuse. The reuse and its funding sources are closely tied to decisions regarding ownership. Many funding sources are specific to a development type, and many partnership or disposition options can generate or support funding sources. The right recommendation for property disposition will seek to maximize opportunities for funding or finance options as well as the potential for successful development outcomes for the reuse options.
- ii. Opportunities for public-private partnerships, relative to the likely reuse options (which can be tested in the developer's roundtable in Task 3.6). For example, if the County wants to develop the site as an industrial park for economic development purposes, it will almost certainly need to partner with a private entity that is likely to bring its own financial resources to the table to support some portion of the redevelopment.
- iii. Political and technical viability of different approaches, which will be informed by the ongoing stakeholder outreach as well as by our team's knowledge of legal and other constraints associated with each possible approach.
- iv. The implications of the disposition recommendation for next steps for implementation. For example, if the County wants to dispose of the property to a private developer, a next step may be the formation of a Community Renewal Area and/or issuance of an RFP in order to identify a developer. This final piece is critical: it translates the analysis into an action plan to provide specific guidance on next steps to the County and its partners.

Because many decisions are interactive (decisions regarding reuse will narrow or direct decisions regarding property disposition), these recommendations must be considered in tandem. We will evaluate the short list of reuse options relative to opportunities for partnership or disposition in the development itself, identifying the funding sources that are available to support redevelopment in each instance. As an optional level of analysis in order to assist in selecting a development strategy, the team can build a model that compares the preferred alternatives' financial costs and benefits to the County over time as a net present value.

Because political realities are also an important variable, the analysis will require interviews with key staff and leadership at Ecology, the County, and other entities, in addition to technical analysis. The recommendation will take technical and political findings into consideration.

**Deliverable:** The product will be a technical memorandum that provides a clear recommendation, together with supporting analysis and a specific set of next steps.

#### **Task 4.2 Master Plan**

A master plan will be prepared with leadership from County staff, input from the public through the public engagement program outlined above, and especially through the conceptual designs produced in the design charrette. Collaboration with County staff, key stakeholders, and professional experts, as well as findings from previous tasks, will provide a clear understanding of site opportunities and constraints. The resulting plan will take into account the site's physical conditions, regulatory framework, environmental constraints, and economic and market conditions. The master plan will illustrate potential layout and scale of uses, access, circulation, and various infrastructure improvements.

The master plan will focus on the following elements: building footprint/massing; public space; access and circulation; utilities; stormwater management and opportunities for LID; lighting; and the need for access for monitoring and to fulfill ongoing closure requirements.

**Deliverable:** Master plan for up to two design options. Depending on disposition recommendation, the plan will focus on the entire campus with consideration of options for individual properties.

#### **Additional Studies**

As mentioned above, should an IPG be awarded to the project, the scope could be expanded to include due diligence on the neighboring Fleischer property. In addition, there are several studies that could be completed through an IPG that would benefit the overall master plan of the Leichner, Koski, and associated properties. These studies could include:

- Traffic Impact Analysis to determine potential trip generation, level of service at nearby intersections, and potential off-site mitigation measures that may be needed as a result of a preferred development option.
- Geotechnical Analysis of the landfill and associated properties to better determine the feasibility of constructing a specific use at a specific scale on the properties.
- Cultural Resources Evaluation to determine the presence or likely presence of historic and/or archeological artifacts on the properties.
- Environmentally Sensitive Areas Delineation to formally determine the boundaries of sensitive lands on the properties.

Such studies could form the basis of a Planned Action State Environmental Policy Act, which would help to facilitate the marketing and land-use entitlement of the proposed development under any potential implementation scenario.

## 6 PROPOSED COST

### Hourly Rate Schedule

Team Member	Hourly Rate	Team Member	Hourly Rate
James Maul, MFA	\$200	Eric Hovee, EDH	\$185
Seth Otto, MFA	\$120	Lorelei Juntunen, ECO	\$150
Stacy Frost, MFA	\$150	Abe Farkas, ECO	\$210
Alan Hughes, MFA	\$140	Strategic Advisors	\$200
Jim Gladson, BergerABAM	\$118	Support Staff, All	\$65-\$120
Read Stapleton, BergerABAM	\$149		

### Project Budget

Overhead costs are assumed in the hourly rates of each individual employee.

Task	Labor	Expenses	Total
1. Additional Funding	\$9,250	\$100	\$9,350
2. Public Engagement	\$76,387	\$1,000	\$77,387
3. Reuse Analysis	\$43,003	\$450	\$43,453
4. Implementation Strategy	\$63,925	\$350	\$64,275
<b>TOTAL</b>	<b>\$192,565</b>	<b>\$1,900</b>	<b>\$194,465</b>

## 7 EMPLOYMENT VERIFICATION

The Employment Verification Memorandum of Understanding was submitted to the County on July 29, 2013. A copy of this form follows as Attachment D.



## **EXHIBIT B**

### **PROFESSIONAL SERVICES AGREEMENT**

#### **Leichner Landfill Master Plan**

**Task 1: Evaluate Available Grant Funding and Alternative Funding Sources for Master Planning and Redevelopment of Leichner Properties and Fleischer Properties.**

**Task 1.1 Integrated Planning Grant (“IPG”)**

**Task 1.1.1 Prepare IPG Application**

Contractor is authorized to prepare an Integrated Planning Grant (“IPG”) application for County submittal to the Washington State Department of Ecology (“WDOE”) as described in Exhibit “A”. Grant application scope of work will include an evaluation of the environmental condition of the adjacent Fleischer Properties and incorporate Fleischer Properties in the overall master plan for Leichner Landfill.

Fleischer Properties are owned by Bonnie Fleischer and managed by the Fleischer Family (“Fleischer”). The Fleischer Properties are located in Clark County, Washington, commonly known as 9109 and 9115 NE 94th Avenue, Vancouver, Washington, (#20 #23 #30 James McAllister DLC; tax parcel numbers 199851-000, 199854-000 and 199861-000). County has secured an access agreement with Fleischer for the purposes of implementation of tasks described in WDOE IPG Agreement.

For purpose of preparing grant application, County will serve as grant recipient. County Administrator will execute grant application on behalf of County. County will designate a County Project Manager to serve as grant administrator.

**Task 1.1.2 Implementation of IPG Tasks**

Contractor is not authorized to proceed with services related to the implementation of tasks described in WDOE IPG Agreement without prior written approval of County. Upon receipt of written approval to proceed from County Administrator, Contractor will report project activities to County Designated Project Manager.

Contractor is responsible for implementing scope of work associated with IPG in coordination with County Project Manager. Contractor is responsible for selecting and managing work of sub-contractors deemed necessary to complete IPG scope of work. Sub-contractors shall adhere to all requirements of this Contract. Selection of sub-contractors is subject to review and written approval by County Project Manager. Sub-contractors shall not

begin work or access Fleischer Properties without prior written approval of County Project Manager.

County reserves the right to utilize County forces, other contractors, or agents as deemed necessary to implement IPG scope of work. County Project Manager will consult with Contractor prior to use of County forces, other contractors, or agents.

IPG scope of work includes but is not limited to removal of non-native or noxious vegetation, conducting Phase I and Phase II environmental assessment, habitat assessment, cultural assessment, surveying property boundaries, appraisal, development of cost estimate to remediate Fleischer Properties, develop Clean Up Action Plan, evaluate funding and financing options available for private sector or municipal remediation of Fleischer Properties, and other activities related to the implementation of the scope of work associated the IPG as determined by County or WDOE.

#### **Task 1.1.3 Grant Administration**

County shall serve as grant recipient and grant administrator. Contractor is responsible for maintaining all documentation necessary for preparing and submitting grant reports. Contractor shall prepare and submit grant reports to County Project Manager for review and approval. County is responsible for submitting grant reports to WDOE for reimbursement as required by IPG.

#### **Task 1.2 Evaluate availability of Local, State, Federal and Alternative Funding Sources**

Contractor will evaluate State and Federal brownfields grants for economic planning and redevelopment of Leichner Properties. Federal grants to be evaluated under this scope include the US Environmental Protection Agency (EPA) Brownfield Cleanup Grant; Economic Development Administration Public Works and Economic Development Facilities Program and Economic Adjustment Assistance Program. State grants to be evaluated under this scope include WDOE Remedial Action Grant; Community Economic Revitalization Board (CERB) Planning Project Grant and Committed Private Partner Program. Additional alternative funding, including from private sources will be identified and evaluated for eligibility and availability.

## **EXHIBIT C**

### **PROFESSIONAL SERVICES AGREEMENT**

#### **Leichner Landfill Master Plan**

##### **Task Assignment Changes**

Contractor proposal Exhibit "A" serves as the initial basis for services to be provided throughout the term of this Agreement. Contractor tasks identified in Exhibit "A" may not be inclusive of all services necessary to complete project. Contractor may propose to County that additional work within a task is necessary, task language be clarified or services described within a task be modified. County reserves the right to authorize additional work within a task, clarify or modify tasks within Exhibit "A," as deemed necessary by County through a change to Task Assignment. Each Task Assignment Change will be individually negotiated with the Contractor and shall be issued by writing a formal Task Assignment Change Document similar in format to Exhibit "E".

If Task Assignment Change impacts task budget(s), County and Contractor shall mutually agree on modifications to task budget(s). The parties mutually agree that in no event will a Task Assignment Change to task budget(s) result in Contractor billing exceeding Agreement budget described in Article 3(B) Compensation, and consistent with Article 3(B), the Contractor shall not be required by County to perform services in excess of \$200,000. Pursuant to Article 13 Changes, the parties mutually agree that a Task Assignment change does not constitute an amendment of this Agreement. Task Assignment Changes shall be approved by County Director of Environmental Services.

##### **Task Assignment Changes Exhibit "A"**

The parties mutually agree that the following task modifications will be incorporated into Exhibit "A" upon execution of this Agreement:

##### **Task 2.2.1-Initial Site Design Map**

Contractor shall prepare an initial site design map that incorporates proposed access points off 94<sup>th</sup> Avenue, existing landfill access road, monitoring network, and proposed buffer zone to be retained by County for maintaining landfill point of compliance.

##### **Task 3.3 Site Conditions-Access and Transportation**

Contractor shall assign staff person to County Public Works Department 94<sup>th</sup> Avenue Widening Project Workgroup. Contractor will review 94<sup>th</sup> Avenue design and proposed access points and consult with County traffic engineers to determine if access is adequate to meet industrial traffic flow and trip generation of recommended industrial development. Contractor will consult with County Project Manager assigned to 94<sup>th</sup> Avenue Widening Project regarding

design of site access and potential layout of site road system associated with developing design charrette described in Exhibit "A", Task 3.7 Design Charrette.

County reserves the right to utilize county forces, other contractors, or agents as deemed necessary to determine adequacy of design to meet industrial traffic flow and trip generation. County Project Manager will consult with Contractor prior to use of County forces, other contractors, or agents.

### **Task 3.3 Site Conditions-Deliverables**

SCS Engineers has a contract with the County to provide technical services related to the landfill. These services include post closure monitoring, reporting, and interaction regarding landfill technical issues and compliance with the Washington State Department of Ecology post closure requirements. Primary role of Contractor on the project will focus on redevelopment opportunities and strategies with consideration towards the landfill closure requirements and protection of human health and the environment. Contractor will rely upon SCS to provide technical input and feedback related to site conditions for the master planning effort and redevelopment proposals. SCS Engineers will prepare technical analyses regarding site conditions in support of the County's planning and redevelopment efforts and assist with restructuring the terms of the restrictive covenants in the Consent Decree, with input from Contractor.

### **Task 4.2 Master Plan-Deliverables**

Contractor will work collaboratively with SCS Engineers to ensure a successful outcome for the Leichner Landfill Master Planning project. Contractor and SCS Engineers will coordinate project efforts to ensure a unified message is presented from the project team. Contractor will support the Consent Decree negotiations with Ecology through technical analysis relevant to the master planning scope of work utilized to establish a recommendation for the disposition of the property and master plan design options.

**Exhibit D:**

**PROFESSIONAL SERVICES AGREEMENT**

**Leichner Landfill Master Plan**

**Hourly Rate Schedule.**

<b>Team Member</b>	<b>Hourly Rate</b>
James Maul, MFA	\$200
Seth Otto, MFA	\$120
Stacy Frost, MFA	\$150
Alan Hughes, MFA	\$140
Jim Gladson, BergerABAM	\$118
Read Stapleton, BergerABAM	\$149
Eric Hovee, EDH	\$185
Lorelei Juntunen, ECO	\$150
Abe Farkas, ECO	\$210
Strategic Advisors	\$200
Support Staff, All	\$65-\$120

**EXHIBIT E:**

**PROFESSIONAL SERVICES AGREEMENT**

**Leichner Landfill Master Planning**

**Sample of Task Assignment Change Document**

**Task Assignment Change (*Enter Task Number*)**

This Task Assignment Change is provided in accordance with the Professional Services Agreement between Clark County and Maul Foster Alongi. All provisions outlined in the Professional Services Agreement shall apply to work performed by Maul Foster Alongi in the execution of this task order.

**Scope of Work**

*Enter program specific scope of work including:*

*Program Description*

*Deliverables*

*Schedule*

*Budget*

**Timeline**

All work associated with Task Assignment Change (*Enter Task Number*) will be in accordance with the above schedule. Maul Foster Alongi shall inform the County of any potential changes to the schedule immediately.

**Compensation**

Based on the program budget, Maul Foster Alongi and the County mutually agree that the total amount of the billings for Task Assignment Change (*Enter Task Number*) shall not exceed \$(*Enter task amount payable*).

**Other**

Contact Michael Davis, Leichner Landfill Project Manager, at 360-397-2121 ext. 4920 with any questions or concerns regarding this Task Assignment Change.

**BY:**

**BY:**

\_\_\_\_\_  
Don Benton, Director  
Department of Environmental Services

\_\_\_\_\_

### Staff Report Attachment (RFP Selection Process)

<b>Date:</b>	10/17/2013		Clark County is																
<b>RFP Description:</b>	RFP No. 654 Title: Leichner Landfill Master Plan retaining a consultant to master plan the Leichner Landfill Properties																		
<b>Evaluation Process</b>	See attached Report																		
<b>Evaluation Matrix</b>	<b>PROPOSERS - RFP #538 RISK MGMT &amp; INSURANCE SERVICES</b>																		
	<b>OTAK</b>																		
	<b>Maul Foster Alongi</b>																		
	<b>Mackenzle</b>																		
	<b>Goldier</b>																		
<b>Max Pts.</b>	1	2	3	4	1	2	3	4	1	2	3	4	Average						
35	29	35	0	31	28	32	25	0	28	23	29	25	0	26	30	25	23	0	26
25	24	25	0	25	20	22	25	0	22	20	21	12.5	0	18	20	20	18	0	19
15	14	15	0	15	15	14	15	0	15	15	12	10	0	12	10	10	15	0	12
25	18	24	15	19	20	22	20	0	21	20	22	20	0	21	20	20	18	0	19
<b>Total Round One:</b>				90					86					77					76
<b>Interview</b>																			
<b>Total Average Score</b>	50	34	49	43	47	43	31	25	30	41	32	0	0	0	0	0	0	0	0
											118			77					76
<b>Recommended Proposer:</b>	A professional services agreement has been negotiated with Maul Foster Alongi. Staff is recommends adoption of the Contract																		
<b>Comments:</b>	Master Planning Contract amount not to exceed \$200,000. If grant is awarded to fund additional work, Contract will be amended to not to exceed \$400,000.																		