

FISCAL IMPACT ATTACHMENT

Part I: Narrative Explanation

The General Fund (0001) paid for the 2013-14 biennium payment of \$70,000 for this project. For the 2015-16 Biennium, spending and revenue collection authority of \$32,100.00 was request with baseline but not approved. To accommodate the increased scope of work for the project the General Fund Railroad Department will need additional spending authority and revenue collection authority of \$60,988.00 to pay the remainder of the invoices and to collect the contribution from the Port of Vancouver.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001/GF- Railroad Port of Vancouver Payment	60,988	60,988				
Total	60,988	60,988				

II. A – Describe the type of revenue (grant, fees, etc.) The revenue used to pay for this project includes General Fund funding in the amount of \$6,000.00 from the railroad 2015-16 budget, and a contribution from the Port of Vancouver in the amount of \$60,988.00 which will be collected in 2015.

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
0001/General Fund-Railroad	0	60,988	60,988				
Total	0	60,988	60,988				

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	60,988	60,988				
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	60,988	60,988				

Amendment No. 1 to Professional Services Contract

THIS AMENDMENT No. 1 amends CONTRACT entered into December 16th, 2014, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Mackenzie Engineering Inc., an Oregon Corporation, after this called "Contractor", and becomes effective on the date of execution by County and Contractor.

WITNESSETH

WHEREAS, Contractor was previously chosen through a competitive process by the County and has the expertise to provide professional services for Clark County and to perform those services more particularly set out in the proposal attached hereto and incorporated herein by this reference as Exhibit A, and

WHEREAS, County has expanded the scope of work of Contractor to perform additional services more particularly set out in the proposals attached hereto and incorporated herein by this reference as Exhibit B and Exhibit C, and

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County,

NOW, THEREFORE, THE COUNTY AND THE CONTRACTOR MUTUALLY
AGREE AS FOLLOWS:

The language in CONTRACT Section 1, Services, is amended to read as follows:

1. Services. *The Contractor shall perform services as set forth in Exhibit A, Exhibit B and Exhibit C.*

The language in CONTRACT Section 2, Time, is amended to read as follows:

2. Time. *The Contract shall be effective beginning December 17, 2014 and ending October 31, 2015.*

The language in CONTRACT Section 3, Compensation, is amended to read as follows:

3. Compensation. *County shall pay the Contractor for performing said services upon receipt of a written invoice according to the schedule set forth in Exhibit A, Exhibit B and Exhibit C, attached hereto and incorporated herein by this reference. The parties mutually agree that in no event shall the amount billing exceed the dollar amount in Exhibit A, Exhibit B and Exhibit C without prior written approval of the County.*

The language in Section 9, Contract Documents, is amended to read as follows:

9. Contract Documents. *Contract documents consist of this Contract, including any amendments thereto, Exhibit A, Exhibit B and Exhibit C, incorporated herein by this reference. If there is a conflict between the terms of the Contract and those of Exhibit A, Exhibit B, and/or Exhibit C, the Contract, as amended, shall control.*

The language in CONTRACT Section 16, Consent and Understanding, is amended to read as follows:

16. Consent and Understanding. *This Contract, as amended, which includes Exhibit A, Exhibit B and Exhibit C, 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.

All provisions of CONTRACT that have not been explicitly amended by written agreement of the parties continue in full force and effect.

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

MACKENZIE ENGINEERING INC.

CLARK COUNTY

By _____

By Jeff Swanson

Print name _____

Director of Economic Development

Title _____

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK

Clark County Prosecuting Attorney

 _____

By Christine Cook
Sr. Deputy Prosecuting Attorney

EXHIBIT B

April 6, 2015

Clark County Public Service Center
Attention: Jeff Swanson
Budget Office, Suite 667
1300 Franklin Street
PO Box 5000
Vancouver, WA 98666-5000

Re: **Clark County Industrial Lands Site Readiness Project**
Proposal for Amendment 1
Project Number 2130417.00

Dear Mr. Swanson:

As a follow up to our recent meeting, Mackenzie has prepared the following scope and request for an amendment to provide for additional GIS support services and also to amend the deliverables timelines outlined in our previous scope.

The scope and fee letter revised December 8th, 2014, which is included in the contract for services dated December 16th, 2014, assumed the project would be completed within 4 months of authorization. While the execution of the contract was a formal authorization to proceed, the actual work could not commence until sites were selected and the parcels included in those sites were known. At this time, we anticipate having confirmed site boundaries no later than April 6th, 2015. This amendment acknowledges that the formal authorization to proceed on December 16th does not begin the 4-month completion timeline. The agreed timeline for project completion is no later than October 31st, 2015. There will be no increase in project budget related to this change in agreed timeline. Additional delays to the project schedule beyond October 31st may result in additional fees. The remaining contract provisions, including the definitions in the section titled "Timing," remain unmodified.

In addition to the agreed change in timing, this scope and fee letter also assumes Clark County GIS staff will assist the consultant by providing GIS services and Mapping throughout the project. Upon further discussion with GIS staff, the GIS services needed for this project would be provided by Mackenzie. We therefore propose the following addition to Mackenzie's scope:

- Develop a base map which will include existing comprehensive plan alignments for roads, water, sewer, and rail. GIS data for wetlands, slopes, archaeological resources, contours, habitat areas, lakes, and streams.
- Map the list of 6 sites within the study area, which will be developed based on a county and port developed preliminary list of potential sites, which may be comprised of multiple parcels, and identify the use (light industrial, railroad industrial, commercial, etc.) to be analyzed on each development site. Five of the sites will be 50 acres or less, with one site selected to be up to 300 acres.

Clark County Public Service Center
Clark County Industrial Lands Site Readiness Project
Project Number 2130417.00
April 6, 2015
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- Update list of 6 sites' base maps.
- Conceptual development site plans conversion (created by consultant in AutoCAD) into GIS shapefiles and geodatabases, if determined necessary throughout the project.

The additional fee to provide the above GIS services will be \$6,000. We are still assuming we will have access to Clark County GIS data at no cost.

Sincerely,

Todd Johnson
Senior Associate

EXHIBIT C

April 3, 2015 (*Revised May 5, 2015*)

Clark County Public Service Center
Attention: Jeff Swanson, Director of Economic Development
PO Box 5000
Vancouver, WA 98666-5000

Re: **Regional Industrial Site Readiness Evaluation**
Additional Scope for Environmental and Archaeological Investigation
Project Number 2130417.00

Dear Mr. Swanson:

In response to our recent discussions on additional detailed data on approximately 125 acres of site #6 in the industrial land readiness study, we are proposing the following scope of services as a supplement to our previously identified scope. These services include work for brownfield investigation through a phase I environmental analysis, Wetland and Habitat identification and classification, and archaeological reconnaissance to determine the likeliness of there being archaeological resources on the site. This work will require access to the site, and will require the property owners to complete a questionnaire about present and past uses of the site.

We reviewed the sketch that you provided. It appears that the site is approximately 125 acres, is used for residential and agricultural purposes, and is crossed by railroad tracks and includes lands abutting Curtin Creek. The site appears to consist of approximately ten tax lots; however, based on the names on the sketch, we assume there are only four unique property owners. Following is the scope of services for each of the study areas, with some budget options to consider.

WETLANDS

1. GPS mapping (and flagging) of wetlands, streams or oak habitat, preliminary categorization, preliminary buffers, and a deliverable of critical areas map showing wetlands/streams/oak habitat and preliminary buffers, as well as a memo with a table of findings.
2. Critical Areas Report, all data sheets, all wetland ratings, suitable for wetland verification by Corps/Ecology and Clark County.
3. Meetings with client and project designers.

Please see the itemized Wetlands Budget on Page 2.

Wetlands Budget	
Subconsultant proposal:	\$16,000
4% Markup:	\$640
Additional Mackenzie staff time:	\$2,240
Total:	\$18,880

PHASE I ESA

A Phase I ESA can be performed at the site, in accordance with ASTM International in E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment process. This work would include all of the requirements of the ASTM E 1527-13 standard (i.e., file review, site reconnaissance, interviews, historical record review, and environmental lien search). This cost assumes that four lien searches are performed (one for each unique property owner). If additional lien searches are required, total costs would increase by approximately \$300 per lien search.

The work would be supervised by a Washington Licensed Geologist that meets the EPA standard for an Environmental Professional.

Phase I ESA Budget	
Subconsultant proposal:	\$5,000
4% Markup:	\$200
Additional Mackenzie staff time:	\$500
Total:	\$5,700

ARCHAEOLOGICAL ASSESSMENT

1. A review of DAHP data on previously conducted studies and previously recorded sites in the area.
2. A review of historic maps and other information on the history of the properties and past environments to assess the potential for archaeological resources.
3. A field visit, which would not constitute any form of survey but primarily to get an on-the-ground sense of the terrain and current conditions.
4. A tech memo that present the results of the first three tasks and outlines any future actions that may be required to meet County requirements and any possible or federal requirements.

Archaeological Site Assessment Budget	
Subconsultant proposal:	\$3,200
4% Markup:	\$128
Additional Mackenzie staff time:	\$980
Total:	\$4,308

We believe these additional analyses will provide you with the information needed to better evaluate portions of the site and will also provide us some better information to use in the study.

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Regional Industrial Site Readiness Evaluation
Project Number 2130417.00
April 3, 2015 (Revised May 5, 2015)
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We propose to add this scope and budget to our existing project with Clark County. The total fee for all three of the studies above is \$28,888. This would be a fee increase to our previously approved project budget.

Sincerely,

Todd Johnson, Senior Associate

Enclosure(s): Map showing area to be analyzed

c: Katy Brooks, Port of Vancouver