



J-U-B ENGINEERS, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 30-20-070
 J-U-B Project Manager: JTB

This Agreement entered into and effective this 15 day of September 2020, between the City of College Place, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Prepare a Planning Study evaluating three light industrial sites (Martin Airfield, Gugliemelli and Former Umpqua Bank) that would support a flex light-industrial building hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	<u>Mike Rizzitiello, City Administrator</u>	Work telephone	<u>509-394-8506</u>
	Address	<u>625 South College Avenue</u>	Home/cell phone	<u></u>
		<u>College Place, WA</u>	FAX telephone	<u>509-525-5352</u>
		<u></u>	E-mail address	<u>MRizzitiello@cpwa.us</u>

For J-U-B:

1.	Name	<u>Justin Baerlocher</u>	Work telephone	<u>509-783-2144</u>
	Address	<u>2810 West Clearwater Ave</u>	Cell phone	<u></u>
		<u>Suite 201</u>	FAX telephone	<u>509-736-0790</u>
		<u>Kennewick, WA 99336</u>	E-mail address	<u>jbaerlocher@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B (“Services”)

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B’s services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B’s control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered “Additional Services” and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: Flex Light-Industrial Study

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
City of College Place

NAME
625 South College Avenue

STREET
College Place, WA 99324

CITY / STATE / ZIP CODE

BY (Signature)

NAME / TITLE

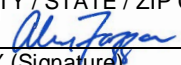
BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
2810 West Clearwater Avenue, Suite 201

STREET
Kennewick, WA 99336

CITY / STATE / ZIP CODE


 BY (Signature)
Alex Fazzari, P.E., Area Manager

NAME / TITLE

Applicable Attachments or Exhibits to this Agreement are indicated as marked.

Attachment 1 – Scope of Services, Schedule, and Basis of Fee

Attachment 2 – Special Provisions

Standard Exhibit A – Construction Phase Services

REV: 5/20

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc.

TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

NOTE on Coronavirus: The contractor and contractor's COVID-19 Site Supervisor are responsible for full monitoring, compliance, and enforcement of the contractor's plan. J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.

If **Standard Exhibit A – Construction Phase Services** is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B shall provide certificates evidencing insurance coverage at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors,

consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

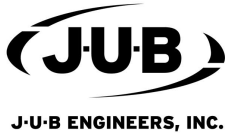
SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: COCP Flex Light-Industrial Building Planning Study

CLIENT: City of College Place

J-U-B PROJECT NUMBER: 30-20-070

ATTACHMENT TO:

AGREEMENT DATED: 9/15/2020

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 2 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

It is our understanding that the City of College Place currently has a short supply of light industrial land with only three active acres of light industrial land. The City would like to target food processing, medical, wine and tourism industries and needs not only the land area but also a flex light industrial building to attract industries. The purpose of this project will be to analyze three sites (Martin Airfield, Gugliemelli and Former Umpqua Bank Properties) to determine the developability of these sites for light industrial uses. Specific components of the study include: examine available infrastructure and assets, site developability, determine preliminary cost estimates to improve the site for development and extend utilities to the site, perform an economic and marketing analysis to identify prospective users of the site, and identify specified building features needed to attract potential users.

Assumptions for the study include:

1. The primary study area includes three independent sites which are to be considered for a City-owned flex-industrial building: Martin Airfield, Gugliemelli, and former Umpqua Bank properties.
2. The study will include five major components: Infrastructure Analysis, Conceptual Site Analysis, Economic Feasibility Study, Marketing Study and Wage Analysis.
3. The Consultant will have the primary responsibility for preparing the necessary base maps and written documentation explaining the report.

PART 3 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

The following detailed Scope of Work is divided into four groups. These sections will provide the basic work tasks on which the Infrastructure Analysis, Conceptual Site Analysis, Economic Feasibility, Marketing & Wage Study, and Project Coordination.

A. Task 1 – Economic Feasibility, Marketing and Wage Study

The overall goal of the Economic Feasibility Study work scope component is to analyze economically feasible industrial uses for the proposed site. This target industry analysis is comprised of two components: (1) an industrial market feasible study, and (2) a recommended marketing strategy. This economic feasibility portion of the study will conform to the minimum threshold criteria established by the Washington State Community and Economic Revitalization Board (CERB). Tasks will include:

Economic Feasibility

1. Interview key stakeholders to gather and review all pertinent project background data concerning site economic potentials and related to the City goals and motivations.
2. Assess the locational characteristics of the 60-acre site relative to industrial market feasibility including size, utilities, build-out capacities, possible rail access, relative distances, vehicular access, and exposure.
3. Evaluate the overall City of College Place and Walla Walla County area economic outlook for industrial real estate development, emphasizing and prioritizing those factors that would influence the future location of light industrial activities at the subject site.
4. Conduct interviews with selected key persons in the City of College Place catchment area knowledgeable of demand potentials by various industrial uses (e.g. complementary agricultural processing/supplier needs, light manufacturing, warehouse distribution, flex space, etc.).
5. Identify and evaluate potentially competing sites and corresponding industrial uses (existing and potential) both locally and regionally. Such market factors as competitive site sizes, building type offerings, and absorption experience will be analyzed.
6. Analyze which target industries potentially might locate at the site. This would include the prescription of specific industrial target types as classified by the North American Industry Classification System (NAICS).
7. Recommend (to the extent the budget permits) specific companies that should be targeted by the City as prospective tenants on the site.
8. Characterize the building types such target companies would typically require and translate that into market-based physical siting requirements.

Wages

9. Forecast the economic impacts on the City of College Place and Walla Walla County if the site is fully tenanted with the prescribed potential industrial users (if needed). Such impact estimates will be measured in terms of potential new jobs created, their corresponding income, and new local and state tax revenues.

Marketing

10. Recommend a project marketing strategy for the site. It will include identification of the prescribed potential target industry types and recommended target companies. It will also identify specific industrial real estate broker contacts in the area and recommend approaches to work with them to effectively market the property.
11. Coordinate this recommended marketing strategy plan with J-U-B and The Metts Group, who will be preparing various site master plan and infrastructure assessments such as site zoning considerations, layout alternatives, utility capacity parameters, capital facilities plan, capital costs versus anticipated revenues, aerials, base maps, etc.
12. Prepare a corresponding industrial market feasibility study report and marketing strategy recommendations meeting the minimum CERB requirements.
13. If the project is determined to be feasible, the following information will be provided within the final report:
 - a. Total estimated jobs created (in FTEs).
 - b. Describe benefits offered to employees.
 - c. Describe the median hourly wage of the new jobs in relation to the median hourly Walla Walla County wage.
 - d. The Walla Walla County three-year unemployment rate in relation to the state rate.
 - e. Walla Walla County population change in the last five years.
 - f. The estimated jobs created represent what percentage of the County's labor force.
 - g. The estimated jobs created represent what percentage of the County's unemployed workers.
 - h. Estimated new annual state and local revenue generated by the private business.
 - i. Estimated private investment generated by project.

B. Task 2 – Conceptual Site Plan

The purpose of the Conceptual Site Plan component of the work scope is to evaluate the site to ensure compatibility with the adjacent property with respect to layouts and identify potential overall impacts to off-site infrastructure. Additionally, the Conceptual Site Plan will identify conceptual lot layouts to maximize flexibility within the site and provide planning level utility analysis and identify infrastructure impacts and costs to promote development of the site. Tasks will include:

1. Prepare base maps for the site.
2. Review any significant physical impediments to development on the site and calculate the maximum build-out under current City of College Place Zoning Code, including: total industrial square footage; land coverage; and likely industrial uses. This would be based on broad assumptions and would likely be a range of values. It would be used primarily to calculate roadway access and utility requirements as they may affect the site.
3. Prepare up to two (2) additional conceptual lot configurations which will include roadway alignments, utility corridors and rail access. The intent would be to identify concepts that allow maximum site flexibility, including utility stubs and easements, flexible lot line layouts, etc.
4. Prepare a conceptual utility plan (of the selected lot configuration) which will show the proposed size and locations of the proposed water and sewer services to each of the proposed lots. This plan will help determine what services are needed depending on how the overall development is constructed. It is anticipated the construction of stormwater improvements will be located on each individual lot and will be the responsibility of the individual lot developer. As a result, they will not be shown on the utility plan. It is also anticipated the irrigation service for a proposed industrial development will not be deeded and will not be shown on the utility map.
5. J-U-B will send the conceptual utility plan to the electrical, telecommunications, and natural gas providers to coordinate additional utility services; however, these utilities will not be shown on the conceptual utility plan. All improvements will be shown in a conceptual manner and are not considered final design drawings.
6. Prepare a detailed capital facility analysis which would include total capital costs verses total anticipated revenue generated by development utilizing tax information from the City, property sales, state and federal grants and loans etc. The purpose of this study would be to identify future sources of revenue that could be utilized by the City in order to develop both on-site and off-site improvements needed for the site.
7. Review City of College Place Zoning Code and Comprehensive Plan and recommend required modifications or new; design guidelines or code changes to promote the desired use of the site.
8. Prepare final plan view renderings of the selected conceptual site plan for marketing in PDF format.

C. Task 3 – Infrastructure Analysis

The purpose of the Infrastructure Analysis component of the work scope is to evaluate on and off-site infrastructure available to the site. Tasks will include:

1. Transportation Analysis – Collect existing conditions traffic data, evaluate trip generation rates, determine roadway cross-section needs including turn lanes and traffic control. Prepare cost estimates for the internal roadway and proposed off-site improvements needed.
2. Water – Review impacts to water system facilities owned by the City based upon build-out of the site. Information will be collected to layout and master plan the domestic water system to serve the development at build-out conditions. Operation and maintenance costs will not be addressed. Phasing plans will not be addressed.
3. Sewer – Review any impacts to offsite sanitary sewer collection system and wastewater treatment facilities owned by the City based upon build-out of the site.
4. Stormwater – Identify storm water collection options to serve the development. Information collected and developed will be to reflect development densities and phasing plans. It is assumed that post-development flows will be limited to a peak flow equivalent to that of existing conditions.

No review of the impacts to offsite storm facilities will be performed. The necessary storm water detention/retention facilities will be located and sized per City of College Place standards.

5. Irrigation - If needed, we will coordinate with the local irrigation provider to identify the main infrastructure requirements to serve areas adjacent to the industrial area. It is assumed that onsite irrigation will be relinquished once the property is platted for industrial development.
6. Electrical - Coordinate with the appropriate electrical utility provider to identify the main infrastructure requirements to serve the Industrial Area.
7. Telecommunications - Coordinate with the appropriate telecommunications utility providers to identify the main infrastructure requirements to serve the Industrial Area.
8. Natural Gas – It is assumed that natural gas capacity is not available and will not be provided to the property.
9. Develop figures for each utility to show the main infrastructure required to serve the Project Area.
10. J-U-B will prepare site development costs that would include internal roads, stormwater detention facilities, and water and sewer services, as well as coordinate site electrical, irrigation canals, railroad, telecommunications and natural gas costs. These estimates will help the Client determine infrastructure costs. Cost estimates will also include off site infrastructure improvements needed to bring infrastructure to the site.
11. Prepare a summary of the infrastructure needs, recommendations, and cost estimates to support the development of the site.

D. Task 4 - Project Coordination & Report Preparation

1. Coordinate kickoff meeting to discuss project with the City, and other utilities with the client and project team to determine study needs, appropriate on-site and off-site issues for evaluation.
2. Attend up to two (2) meetings with the City staff to review draft concepts and a provide project status update.
3. Prepare the Draft Economic Feasibility Study.
4. Present the findings and recommendations of the Economic Feasibility Study to the City.
5. Prepare revisions to the Draft Economic Feasibility Study.
6. Provide one (1) digital copy and (1) hard copy of the final Economic Feasibility Study.
7. Prepare final plan view rendering of the site for marketing.

PART 4 - ASSUMPTIONS

The following is a list of items not included as part of this effort:

1. Detailed onsite investigations regarding soil analysis, topography, etc.
2. Operations and maintenance costs analysis for utilities.
3. Phasing plans for improvements.
4. Engineering design of utility or any roadway improvements.
5. Development of design guidelines or Covenants, Conditions and Restrictions (CC&R's) for the site. J-U-B can provide upon request.
6. Lighting and landscape plan is not included. J-U-B can provide upon request.
7. Platting and/or zone change is not included. J-U-B can provide upon request.
8. Boundary, Topographical or ALTA survey is not included. J-U-B can provide upon request.

9. Traffic Impact Analysis, intersection plan, or signal warrant analysis are not included. J-U-B can provide upon request.
10. Geotechnical Investigation is not included.
11. All fees, permits and recording fees will be paid by others.
12. Phase 1 Environmental is not included.
13. Marketing boards and brochures are not included. J-U-B can provide upon request.

PART 5 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:

1. The City of College Place Comprehensive Plan and Land Use Map;
2. The City of College Place Zoning Code and Zoning Map;
3. The City of College Place Capital Facilities Plan;
4. Utility data from providers;
5. The City of College Place 6-year Transportation Improvement Program;
6. The City of College Place Water System Plan;
7. GIS and aerial data available;
8. Other surveys or studies pertinent to the site; and
9. Any available documents that delineate competitive industrial sites in the College Place or Walla Walla County area.

B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:

1. None at this time.

PART 6 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. **Period of Service:** If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.

C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
001	Economic Feasibility, Marketing and Wage Study	Lump Sum	\$18,000	September – December 2020
002	Conceptual Site Plan	Lump Sum	\$10,436	November – January 2020
003	Infrastructure Analysis	Lump Sum		
003.1	Traffic Analysis	Lump Sum	\$6,990	December - February 2021
003.2	Utility Analysis	Lump Sum	\$12,035	December - February 2021
004	Project Coordination & Report Preparation	Lump Sum	\$19,190	February – March 2021
Total:			\$66,651	

***NOTE on Coronavirus and Schedule:** J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.*

Exhibit(s):

- None

For internal J-U-B use only:

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

R&D: No

GROUP: Planning

PROJECT DESCRIPTION(S):

1. Planning (P05)
2. Municipal/Utility Engineering (203)