



A/E Services Contract Lewis County/POPULOUS, Inc.

2025 Architectural and Engineering Services

THIS CONTRACT (hereinafter "Contract") is entered into in duplicate originals between LEWIS COUNTY, a municipal corporation, by and through its Capital Facilities Department, with its principal offices at 351 NW North St., Chehalis, WA, 98532 (hereinafter "COUNTY"), and POPULOUS, Inc. with its principal offices at 4800 Main St., Kansas City, MO 64112 (hereinafter "CONSULTANT").

Whereas, the COUNTY desires to accomplish the work referenced in the Scope of Services as detailed in Exhibit A of this agreement and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES.

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Duration of Contract

The term of this Contract shall begin on the date executed below and shall terminate on September 30, 2025, unless extended, renewed or terminated sooner as provided herein.

2. Services Provided By the Consultant

The CONSULTANT represents that it is qualified and possesses the necessary experience,, knowledge, training, and skills, and has the necessary licenses and/or certification, to perform the services set forth in this Contract.

The CONSULTANT shall perform the following services:

Pre-Design services for the proposed equestrian center at the Southwest Washington Fairgrounds located at 1901 S Gold Street, including pre-design activities that will help to inform the design work for phase 2. The Pre-Design services will include master planning for the

equestrian venue and future phase venues including additional barns, offices, and an open arena. The future Southwest Washington Fair Equestrian Facility will provide a year-round venue for various equestrian shows, events, training, and other agricultural events. Services provided under this contract are as follows:

- Market Feasibility and Economic Analysis (See Exhibit A.01)
- Site planning (See Exhibit A.02)
- Venue Concept Design (See Exhibit A.02)
- Civil Site Study (See Exhibit A.03)
- Cost Opinion (See Exhibit A.04)

In general, Lewis County will work with the selected firm on a task assignment basis to determine the types of services required on a project.

a. A detailed description of the services to be performed by the CONSULTANT is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

b. The CONSULTANT agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. The CONSULTANT shall perform the work specified by this Contract according to standard industry practice (the "Standard of Care").

d. The CONSULTANT shall complete its work in a timely manner and in accordance with the schedule as outlined in the Scope of Services, see Exhibit A.

3. The CONSULTANT shall prepare a monthly progress report, in a form approved by the COUNTY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of SERVICES can easily be evaluated.

4. Services Provided By The County

In order to assist the CONSULTANT in fulfilling its duties under this Contract, the COUNTY shall provide the following:

- a. Coordination with other County Departments or other consultants as necessary for the performance of the CONSULTANT'S services
- b. Documentation, or other information identified in Exhibit A.

5. Contract Representatives

Each party to this Contract shall have a contract representative. Each party may change its contract representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For CONSULTANT:

Name of Representative: Charlie Kolarik

Title: Project Manager, Principal

Mailing Address: 4800 Main St. Suite 300, Kansas City, MO 64112

Telephone Number: (405) 473-9022

E-mail Address: Charlie.Kolarik@populous.com

b. For COUNTY:

Name of Representative: Ryan Barrett

Title: County Manager

Mailing Address: 351 NW North St., Chehalis, WA 98532

Telephone Number: (360) 740-2697

E-mail Address: ryan.barrett@lewiscountywa.gov

6. Compensation

a. For the services performed hereunder, COUNTY shall pay the CONSULTANT based upon the percentage of completion the work scope outlined in Exhibit A and the lump sum fees in Exhibit B, which is attached hereto and incorporated by reference.

b. No payment shall be made for any work performed by the CONSULTANT except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.

c. The CONSULTANT may, in accordance with Exhibit B, submit invoices to the COUNTY not more often than once per month during the progress of the work for partial payment of work completed to date and which is performed in accordance with this Contract and reasonably satisfactory to County. Invoices shall cover the percentage of work for each task the CONSULTANT performed for the COUNTY during the billing period. Such invoices shall be in a format approved by the COUNTY and accompanied by the monthly progress reports required under Section 2.e "SERVICES PROVIDED BY THE CONSULTANT" in this Agreement. The invoice shall be supported by an itemized listing of each task and the percentage of completion, not to exceed as specified in Exhibit B. The COUNTY shall pay the CONSULTANT for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of receipt of billing.

d. CONSULTANT must submit all requests for payment for the previous month's work to the County by the 10th of each month.

e. COUNTY shall not pay CONSULTANT for services rendered under the CONTRACT unless and until they have been performed in accordance with the terms of this Contract and to

COUNTY's reasonable satisfaction. Provided, no such payments shall be deemed to waive any rights COUNTY has to challenge the sufficiency or quality of said services thereafter.

f. In the event the CONSULTANT has failed to perform any substantial obligation to be performed by the CONSULTANT under this Contract and such failure has not been cured within ten (10) days following written notice from the COUNTY, then the COUNTY may, in its sole discretion, withhold any and all portions of the monies due and payable to the CONSULTANT that are in dispute without penalty until such failure to perform is cured to COUNTY's satisfaction or otherwise adjudicated. Should COUNTY so withhold any monies, COUNTY shall notify CONSULTANT in writing. "Substantial" for purposes of this Contract means faithfully fulfilling the terms of the contract with variances only for technical or minor omissions or defects.

g. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, COUNTY shall not pay CONSULTANT for any billings or invoices presented for payment prior to the execution of the Contract or after its termination.

7. Amendments and Changes in Work

a. In the event of any errors or omissions by the CONSULTANT in the performance of any work required under this Contract, the CONSULTANT shall make any and all necessary corrections without additional compensation. All work submitted by the CONSULTANT shall be performed in accordance with the Standard of Care. The CONSULTANT shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment, modification, or renewal shall be made to this Contract unless set forth in a written Contract Amendment signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

8. Hold Harmless and Indemnification

a. To the fullest extent permitted by law the CONSULTANT shall hold harmless, indemnify, and defend (with legal counsel acceptable to and approved by COUNTY in writing, but defense shall only be to the extent covered by Consultant's general liability insurance required by this Agreement) the COUNTY (which for purposes of this Section 7 means the COUNTY as defined above together with its officers, officials and employees) from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs, expenses, expert witness fees, and reasonable attorney's fees in defense thereof, arising from third-party claims for injury, sickness, disability, or death to persons or damage to property or business (but not to the Work itself), to the extent caused by CONSULTANT'S negligent acts, errors, or omissions or the negligent acts, errors, or omissions of its employees, agents, subconsultants, or anyone for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to, assertions that information supplied or used by the CONSULTANT or subconsultant infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice,

provided that Consultant shall not be obligated to indemnify, defend, save and hold harmless the County arising out of Consultant's compliance with County's specifications or requirements, including, but not limited to the required use of tangible or intangible items provided by County. PROVIDED HOWEVER, that the CONSULTANT'S obligations hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the negligence of the COUNTY. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONSULTANT'S obligations hereunder shall apply only to the percentage of liability caused by the CONSULTANT and its employees, agents, or subconsultants.

b. In any and all claims against the COUNTY by any employee of the CONSULTANT, subconsultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or subconsultant under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the CONSULTANT expressly waives any immunity the CONSULTANT might have had under Title 51 RCW. By executing the Contract, the CONSULTANT acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONSULTANT makes with any subconsultant or agent performing work hereunder.

c. The CONSULTANT'S obligations hereunder shall include, investigating, adjusting, and defending all third-party tort claims arising under paragraph 8.a., above..

d. COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of CONSULTANT's indemnity, defense, and hold harmless obligations herein.

9. Insurance

a. **Professional Legal Liability:** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$1,000,000 each claim**, and **\$2,000,000 per aggregate**. For policies written on a "claims-made" basis, CONSULTANT warrants the Retroactive Date equals or precedes the effective date of this CONTRACT. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this CONTRACT, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the CONTRACT term. The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on a "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

b. **Workers' Compensation (Industrial Insurance):** The CONSULTANT shall maintain workers' compensation insurance as required by Title 51 RCW and shall provide evidence thereof to County within the sooner of two (2) business days after date last executed below or the date CONSULTANT begins work under this CONTRACT.

c. **Commercial General Liability:** At all times during the term of this contract, the CONSULTANT shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than **\$1,000,000** per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than **\$2,000,000**.

- i. Within the sooner of two (2) business days after date last executed below or the date CONSULTANT begins work under this CONTRACT, the CONSULTANT shall provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONSULTANT will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.
- ii. The CONSULTANT'S Commercial General Liability insurance shall include the COUNTY and its officers, officials, and employees, as additional insureds with respect to performance of services and shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.
- iii. Within the sooner of two (2) business days after date last executed below or the date CONSULTANT begins work under this CONTRACT, the CONSULTANT shall furnish the COUNTY with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy.
- iv. If the CONSULTANT'S liability coverage is written as a claims made policy, then the CONSULTANT must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion or otherwise maintain the coverage for the three-year period.
- v. If the Contract is over \$50,000 then the CONSULTANT shall also maintain Employers Liability Coverage with a limit of not less than \$1 million.

d. **Automobile Liability:** Within the sooner of two (2) business days after date last executed below or the date CONSULTANT begins work under this CONTRACT, the CONSULTANT shall furnish the County proof that CONSULTANT has Business Automobile Liability insurance with a limit of not less than **\$1,000,000** each accident combined Bodily Injury and Property Damages. Coverage shall include owned (to the extent applicable), hired, and non-owned automobiles.

CONSULTANT shall maintain said coverage at all times during the term of this contract.

e. Other Insurance Provisions:

- i. The CONSULTANT'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY and its elected and appointed officers, officials, employees, and agents.
- ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY and its officers, officials, employees, or agents.
- iii. The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iv. The CONSULTANT shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants shall be subject to all of the requirements stated herein.
- v. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- vi. The CONSULTANT shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. Should CONSULTANT fail to so maintain all required policies, said event shall be a material breach of this Contract.

f. Verification of Coverage and Acceptability of Insurers: The CONSULTANT shall place insurance with insurers licensed to do business in the State of Washington with A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

- i. Certificates of Insurance shall show the Certificate Holder as Lewis County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
- ii. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Name: County Administration

Agency: Lewis County Capital Facilities

Address: 351 NW North St. City: Chehalis State: WA Zip: 98532

Email: becky.butler@lewiscountywa.gov

Phone: 360-740-1198

- iii. The CONSULTANT shall furnish the COUNTY with properly executed certificates of insurance or a copy of applicable policy endorsements which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.

10. Termination

a. Upon giving ten (10) days written notice by Certified Mail to the CONSULTANT, the COUNTY may terminate this Contract for convenience in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. . In that event, the COUNTY shall pay the CONSULTANT for all costs and services incurred by the CONSULTANT in performing the Contract , through the date of such notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONSULTANT. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONSULTANT breaches any of its obligations hereunder and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONSULTANT the undisputed amounts only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract, less the direct costs, if any, to obtain performance of the work elsewhere. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONSULTANT shall bear all direct costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONSULTANT'S breach. If, subsequent to termination, it is determined for any reason that (1) the CONSULTANT was not in default, or (2) the CONSULTANT'S failure to perform was not its fault or its subconsultant's fault or negligence, the termination shall be deemed to be a termination under subsection a of this section.

11. Assignment, Delegation, and Subcontracting

a. The CONSULTANT shall perform the terms of the Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the CONSULTANT under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY in its sole discretion. Notwithstanding any assignment or delegation by CONSULTANT concerning this CONTRACT, whether with or without the COUNTY's

consent, CONSULTANT shall nevertheless remain primarily liable to COUNTY for all of its obligations hereunder notwithstanding any written provision to the contrary.

b. The CONSULTANT warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

12. Non-Waiver of Rights

The parties agree that the excuse or forgiveness of performance or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

13. Independent Contractor

a. The CONSULTANT'S services shall be furnished by the CONSULTANT as an Independent contractor and not as an agent, employee, nor servant of the COUNTY. The CONSULTANT specifically has the right to direct and control CONSULTANT'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONSULTANT acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONSULTANT is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Lewis County employees.

c. The CONSULTANT shall have and maintain complete responsibility and control over all its subconsultants, employees, agents, and representatives. No subconsultant, employee, agent, or representative of the CONSULTANT shall be, or be deemed to be, or act or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONSULTANT shall assume 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, county, federal, or state legislation that are now, or may during the term of this Contract be, enacted as to all persons employed by the CONSULTANT and as to all duties, activities, and requirements by the CONSULTANT in performance of the work on this project and under this Contract. CONSULTANT shall assume exclusive liability therefore and meet all requirements thereunder pursuant to any rules or regulations.

e. The CONSULTANT agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

14. Compliance with Laws

The CONSULTANT shall exercise the Standard of Care to comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

15. Inspection of Books and Records

The COUNTY may, at reasonable times, and upon prior written notice to CONSULTANT inspect the books and records of the CONSULTANT relating to the performance of this Contract. The CONSULTANT shall keep all records required by this Contract in accordance with generally accepted accounting standards, but for no less than six (6) years after termination of this Contract for audit purposes.

16. Nondiscrimination

The CONSULTANT and its assignees, delegates, or subconsultants shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any disability. CONSULTANT shall include the same anti-discrimination provision in all its contracts concerning this project with its assignees, delegates, or subconsultants. Implementation of this provision shall be consistent with RCW 49.60.400. The CONSULTANT agrees to follow the requirements as dictated in Exhibit C.

17. Ownership of Materials/Work Produced

a. Material produced in the performance of the work under this Contract shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights upon payment to Consultant in accordance with this Agreement. The COUNTY agrees that if it uses any materials prepared by the CONSULTANT for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to indemnify, defend and hold the CONSULTANT harmless from and against any claims or damages that may result from the subsequent use, reuse, transfer or modification of Consultant’s drawings and specifications, except on projects where the Consultant has been retained to provide services. .

b. An electronic copy of all or a portion of material produced shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY and agreed to by the CONSULTANT, which agreement shall not be unreasonably withheld.

18. Disputes

Differences between the CONSULTANT and the COUNTY arising under and by virtue of this Contract shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the

CONSULTANT shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S contract representative shall be final and conclusive, subject to the CONSULTANT'S right to seek judicial relief pursuant to Section 18.

19. Choice of Law, Jurisdiction and Venue

a. This Contract has been, and shall be, construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Lewis County, Washington.

20. Severability

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

b. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

c. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exist, the COUNTY may, in its sole discretion, terminate this Contract.

21. Entire Agreement

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

22. Notices

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by email with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by email, service shall be effective upon receipt during working hours. If an email is sent after working hours, it shall be effective at the beginning of the next working day.

23. Time is of cardinal importance.

Time is of the essence and of cardinal importance for all terms, conditions, obligations, and duties set forth or referred to in this CONTRACT.

24. Opportunity to Review

The parties hereto acknowledge, represent, warrant, and agree that they have read this CONTRACT, fully understand the terms thereof, and have had the opportunity to seek independent legal counsel with respect thereto before signing. This CONTRACT is executed by the parties without reliance upon any statement or representation by the persons or parties herein, or their attorneys or representatives, if any, other than those set forth in this agreement.

25. Authority

The parties each acknowledge, represent, and warrant that they have the full right, power, and authority to enter into this CONTRACT. Each person signing this agreement on behalf of an entity represents and warrants that he or she has the full right, power, and authority to bind their respective entity, their respective entity has approved this CONTRACT and authorized them to sign it, and their respective entity is duly formed and in good standing.

26. Jointly Drafted

This CONTRACT was negotiated and drafted jointly by the parties, and it shall not be construed against either party in case of any dispute.

27. Survival of Contract

This CONTRACT shall be binding upon and inure to the benefit of the parties hereto and all of their respective heirs, successors, and assigns. The terms, conditions, and warranties contained in this CONTRACT that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this CONTRACT shall so survive.

28. Confidentiality

In the event that the CONSULTANT comes in contact with or obtains knowledge of confidential information, the CONSULTANT shall maintain the confidentiality of all obtained information provided by the COUNTY or acquired by the CONSULTANT in performance of this CONTRACT, except upon the prior written consent of the Lewis County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the COUNTY or as otherwise required to be disclosed by law, government regulation, rule, ethical obligation. CONSULTANT shall immediately give to the COUNTY notice of any judicial proceeding seeking disclosure of such information to the extent allowed by law. CONSULTANT shall indemnify and hold harmless the COUNTY, its officials, or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, reasonable attorney's fees and costs to the extent caused by CONSULTANT's breach of this provision. All obligations and restrictions on the use of Confidential Information under this Agreement shall remain in effect for a period of three (3) years from the Effective Date of this Agreement.

29. Public Records Act

The CONSULTANT shall assist the County in timely and fully fulfilling all of County's obligations under the Washington Public Records Act and/or any other authority by timely and fully responding and providing documents and records in response to County's request for the same. In the event that CONSULTANT fails to fully fulfill its obligations pursuant to this section and should a court impose a fine, penalty, sanction, and/or judgment against County for violation of said law, CONSULTANT shall indemnify the County for the same, immediately pay County to satisfy the same together with all costs and attorney's fees incurred by County. The obligations created by this section shall survive the termination of this agreement.

The CONSULTANT shall keep and maintain all books, records, documents, data, and other evidence relating to this contract and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract ("Records"). CONSULTANT shall permit County to review the Records at CONSULTANT's place of business during normal working hours. CONSULTANT shall retain such Records for a period of seven (7) years following the date of final payment.

If any litigation, claim, or audit is commenced, CONSULTANT shall cooperate with County and assist in the production of all such Records. If any litigation, claim, or audit is started before the expiration of the seven- (7) year period, CONSULTANT shall retain the Records for a period of seven (7) years after all litigation, claims, or audit findings involving the Records have been finally resolved.

For purposes of this AGREEMENT, Records includes every writing or record of every type and description including electronically stored information ("ESI") that is in CONSULTANT's possession, control, or custody, including, without limitation, any and all correspondences, contracts, agreements, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings, telephone conversations, and any and all other taped, recorded, written, printed, or typed matters of any kind or description; and every copy of the foregoing whether or not the original is in CONSULTANT's possession, custody, or control, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases

that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its work or services hereunder, including any personal devices used by the CONSULTANT or any sub-CONSULTANT at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified CONSULTANT shall include this section “Records Maintenance” in every subcontract it enters into in relation to this Agreement and bind the sub-contract to its terms.

30. Workplace Safety

This paragraph applies if CONSULTANT or any of its agents, employees, subconsultants, or anyone on its behalf performs any work under or related to this CONTRACT upon COUNTY’s property. COUNTY delegates to CONSULTANT, and CONSULTANT agrees to assume, any duty COUNTY has to exercise reasonable care to make the premises and work area safe, and CONSULTANT agrees to abide by all applicable laws, be solely responsible for health and safety of all persons providing service, and create and post a site-specific worker safety plan in advance of gaining access to the work area. CONSULTANT represents that it is a professional company with the knowledge and experience to reasonably assume such a delegation and to work in the presence of any known or obvious dangers by taking appropriate precautions and by using and providing proper equipment for itself and its employees.

31. Safety: Familiarity with Site

CONSULTANT understands that safety is a high priority. Prior to the commencement of work or providing services, CONSULTANT will, at its own expense and to the extent it determines is necessary to safeguard itself and its employees and agents, become familiar with the site, its operations, and any safety rules or guidelines. County shall not be responsible for the manner in which CONSULTANT (1) provides and completes its work; and (2) analyzes the need for and implements safety procedures. COUNTY delegates to CONSULTANT, and CONSULTANT agrees to assume, any duty COUNTY has to exercise reasonable care to make the premises and work area safe.

32. Debarment and Suspension

CONSULTANT represents and warrants that, as of the execution of this Contract, neither CONSULTANT nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder’s list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” If at any point during Contract’s term CONSULTANT or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder’s list, CONSULTANT shall notify the COUNTY immediately. CONSULTANT’s completed Vendor Debarment Certification is attached hereto and incorporated herein.

33. Mutual Waiver of Consequential Damages.

Consultant and the County waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Contract or the services provided by Consultant, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or to their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Contract

The parties hereto acknowledge that the waiver of immunity set out in Section 7.b. was mutually negotiated and specifically agreed to by the parties herein.

For the County

Ryan Barrett

FULL NAME

County Manager

TITLE

SIGNATURE

DATE SIGNED

For the CONSULTANT

Charlie Kolarik

FULL NAME

Project Manager, Principal

TITLE

SIGNATURE

DATE SIGNED

EXHIBIT A.01

MARKET FEASIBILITY AND ECONOMIC ANALYSIS SCOPE OF WORK

The purpose of this letter is to outline a potential scope of work to be undertaken by CSL to assist Populous and Lewis County (County) conduct a Market Assessment for the potential development of an Equestrian Center at the Southwest Washington Fairgrounds (SWW Fairgrounds) in Centralia, Washington. The purpose of this letter is to outline a potential scope of work and associated fees related to a study we could undertake assuming award of contract.

PROPOSED SCOPE OF WORK

The primary tasks are outlined below, followed by a more detailed description of the study effort on the subsequent pages.

- Task 1. Study Kickoff & Initial Project Planning
- Task 2. Local Market Conditions Analysis
- Task 3. Historical SWW Fairgrounds Operations Analysis
- Task 4. Competitive & Comparable Facility Analysis
- Task 5. Industry Trends Review
- Task 6. Market Outreach, Interviews & Surveys
- Task 7. Strategic Recommendations & Utilization Analysis
- Task 8. Cost Analysis
- Task 9. Economic Impact Analysis
- Task 10. Preparation & Presentation of Final Report

A description of the scope of services and methods to be applied to each study task is provided below and on the following pages.

Task 1. Study Kickoff & Initial Project Planning

As an initial task in the engagement, CSL will work with Populous, the County, the SWW Fairgrounds and other key stakeholders to establish the specific project goals and timeframe. An initial planning meeting will take place to collect pertinent project data and to identify the local organizations, officials and others that CSL, Populous and other consulting team members will need to meet with at the study's outset. This is a critical first step, and CSL will spend several days in the community conducting local interviews, reviewing existing data and visiting existing visitor industry amenities.

CSL will connect with key project stakeholders to obtain background information related to the project. These interviews could include individuals such as elected and appointed County/City representatives, SWW Fairgrounds leadership, staff and Board members, current, past and potential new SWW Fairgrounds users and user groups, FFA, 4-H and Washington State University Extension representatives, area hoteliers, hospitality and service industry representatives, and other community groups and stakeholders. These meetings will focus on understanding conditions with regard to local market characteristics, facility needs and the opportunities that future investment in the SWW Fairgrounds and surrounding property may represent.

Task 2. Local Market Conditions Analysis

The purpose of this task is to define and evaluate the local market characteristics of the Lewis County area as well as the existing visitor industry infrastructure (i.e., event facilities, sleeping rooms, restaurants, entertainment offerings, attractions, transportation and connectors, etc.). The primary components of a successful facility destination/event package will be evaluated in order to assess the area's ability to support new, improved and/or expanded event activity at the SWW Fairgrounds. The analysis will include a review of the Lewis County area market data, both current and projected, to assess the area's ability to accommodate added event activity (i.e., typically economic impact generating events that have a significant portion of out-of-town attendance). Characteristics to be evaluated as part of this analysis include the following:

- Existing/planned local equestrian, livestock, exposition, conference, event and hotel facilities.
- Key demographic and socioeconomic characteristics and trends, such as population, disposable income, retail sales, entertainment spending, corporate base etc.
- Existing/planned lodging properties, rooms and cost structures.
- Destination marketing efforts, programs and funding.
- Tax rates, collections and uses (both hospitality industry taxes and other taxes/assessments).
- Proximity issues to major metropolitan markets and other population centers.
- Air, rail, ground transportation and shuttle access.
- Entertainment offerings and attractions.
- Key community resources.
- Other such characteristics.

The results of this task will be used in combination with data prepared throughout the study to assess Lewis County's competitive position within the regional and national marketplace and its ability to accommodate additional event demand. By understanding the type of business currently accommodated within the community, recommendations can focus on facility development that could add to the overall level of events, attendees and economic impact.

Task 3. Historical SWW Fairgrounds Operations Analysis

The objective of this task is to review the existing physical product offerings and to conduct an in-depth analysis of the overall operational characteristics of the SWW Fairgrounds. This analysis will help form the basis for evaluation of future incremental demand that new, improved and/or expanded event space at SWW Fairgrounds could accommodate. As the information is available, collection and review of data will include, but not be limited to:

- Facility physical components, configuration, functionality, amenities and related issues and how they relate to potential future needs.
- Event characteristics including number of events, utilization days, space used by area, attendance and other past, current and future booking statistics.
- Square footage and occupancy by type of space and type of event.
- Event seasonality.
- Information on "lost" business.
- Rental and service rates.
- Staffing levels, roles and responsibilities.

- Operating revenues and expenses.
- Capital improvements and long-term facilities planning data.
- Interaction with other surrounding community assets.
- Analysis of current landscape, connectivity issues, parking and vehicular circulation.

The results of this task will provide an assessment of the capacity, performance and limitations of the SWW Fairgrounds and, importantly, benchmark data for subsequent study tasks and phases.

Task 4. Competitive & Comparable Facility Analysis

In evaluating the market positioning and demand for new, improved and/or expanded event space at the SWW Fairgrounds, it is important to gain an understanding of the competitive and comparable facility environment. Within this task, CSL will assemble and review the operational and physical characteristics of existing and planned facilities throughout the competitive regional and statewide marketplace. Inventories will be developed of facilities/complexes to determine the level of competition within the marketplace and identify areas of potential need. Existing and planned local and regional competitive facilities will be analyzed to assess the relation, interaction and impact, if any, they may have on the demand for new, improved and/or expanded SWW Fairgrounds facilities.

Additionally, CSL will evaluate projects around the country that may offer some element of comparable insight (e.g., pricing structures, staffing levels, sponsorship/advertising opportunities, expense ratios, etc.) with particular focus on identifying and analyzing facilities in markets similar to Lewis County. The type of data that will be assembled for comparable and competitive projects includes the following:

- Facility type and marketing focus.
- Fixed and temporary seating components.
- Arena floor space and type (e.g., indoor/outdoor, dirt/concrete, dedicated/multipurpose, etc.).
- Exhibit, meeting/conference and multipurpose space and capacities.
- Future expansion plans.
- Event characteristics (levels, attendance, utilization, future bookings, etc.).
- Staffing levels by position.
- Ancillary services and amenities.
- Operating revenues and expenses.
- Sponsorship and advertising opportunities.
- Available parking.
- Area demographics.
- Location characteristics and transportation access.
- Other such characteristics.

As part of this analysis, case studies will be developed concerning comparable facilities in communities similar to Lewis County addressing the respective facilities' level of use, rates, financing, source of public subsidies, size and operating expense and other key facility/market information.

Further, CSL will conduct detailed benchmarking and best practices analyses of similar fairgrounds, exposition and other multipurpose event centers throughout the country. The data collected will be carefully analyzed and presented in a consistent format to allow for comparisons and analysis to the

operating structure and performance of the SWW Fairgrounds. Detailed interviews of facility management for each facility will be conducted to develop a detailed set of physical facility, operational, policy and procedure, and other pieces of data for comparison.

This analysis will assist in providing data as to how new, improved and/or expanded SWW Fairgrounds event space could compete within the greater regional marketplace, as well as later assisting in the evaluation of the associated financial operations, pricing structure and staffing levels.

Task 5. Industry Trends Review

The equestrian, livestock arena, exposition, conference, event, hospitality and visitor industries have undergone significant change over the past few decades. Issues impacting these industries, including changing demand for event space, technological amenities, hotel availability, service levels and other such characteristics, have been joined by recent, and sometimes dramatic, fluctuations in event activity due to nationwide economic conditions and travel costs. In addition, event center and arena product supply growth has impacted demand levels in markets throughout the country.

As part of this task, CSL will provide an overview of equestrian, livestock, flat floor and other multipurpose event facility event trends in the local, regional and national marketplace. An understanding of these trends provides a framework from which to assess potential demand for new, improved and/or expanded event space at the SWW Fairgrounds. An evaluation of these trends will be important in “framing” and placing overall market demand estimates into the context of the industry, presently and into the foreseeable future.

Task 6. Market Outreach, Interviews and Surveys

The purpose of this task is to develop primary industry market research specific to the SWW Fairgrounds and the Lewis County community. In-person interviews, telephone/video conferences and/or other focus group interviews with key local individuals, user groups and business leaders will be conducted near the outset of the study to gain insight into the local community’s attitude toward development and operations of new, improved and/or expanded SWW Fairgrounds event space.

Beyond these local interviews, CSL will identify and interview via telephone/video conference a sample of current, past and potential new users and/or user groups from a local, regional and state-wide basis. These interviews allow the analysis to go beyond simply relying on competitive and comparable facility data in order to develop utilization and other financial operating assumptions. These interviews may include organizations and/or individuals from the following event segments:

- Equine, livestock, agricultural, poultry, 4-H, FFA and other such events/shows.
- Expositions/exhibitions, public/consumer shows, tradeshow, conventions, and other flat floor events.
- Local school districts, colleges and universities.
- Corporate and trade events.
- Concerts, cultural events and festivals.
- Community banquets, meetings, festivals and related events.
- Local civic, service club and religious organizations.
- Other such events and activities.

Event/activity organizer survey results will be analyzed to provide summaries of the following data specific to the potential for developing new, improved and/or expanded event facilities at the SWW Fairgrounds:

- Likelihood of utilizing a new, improved and/or expanded event space at the SWW Fairgrounds.
- Reasons for not choosing to utilize event space in Lewis County.
- Physical characteristic needs (i.e. dirt floor show/warm-up rings, stalling/penning, seating, exhibit space, breakout meeting space, banquet space, etc.).
- Overall hotel room requirements.
- Other important community requirements.
- Event seasonality.
- Length of event/activity.
- Projected participant, spectator and other attendance levels.
- Past facility usage.
- Anticipated rental rates and terms.
- Perceptions of the Lewis County area.
- Other related information and relevant opinions.

By combining the results of this task with the analysis results generated in previous tasks, CSL will be able to identify the market segments that represent the primary sources of demand for a new, improved and/or expanded facilities at the SWW Fairgrounds, upon which future facility recommendations and utilization estimates are based.

Task 7. Strategic Recommendations & Utilization Analysis

The purpose of this task is to synthesize findings of the previous tasks to analyze and translate market demand and opportunities into a market supportable facility program for SWW Fairgrounds operations and potential new, improved and/or expanded event facilities at the SWW Fairgrounds. This task will also outline appropriate development options (if any), as well as other visitor industry-related infrastructure, policy, and/or marketing initiatives that would be expected to enhance Lewis County's competitiveness and performance. Specifically, from these data the following information will be provided:

- Square footage and configuration of various facilities (such as equine/livestock arenas, barns and/or stalls, multi-use and exposition facilities, storage space, etc.).
- Fixed and temporary seating levels (in indoor and/or outdoor facilities).
- Arena floor space and type (e.g., indoor/outdoor, dirt/concrete, dedicated/multipurpose, etc.).
- Size and amount of support space, staging areas and other functional areas.
- Amount and type of other revenue-producing areas.
- Parking and RV spaces.
- Theme possibilities.
- Possibilities for future expansion.

Further, CSL will identify any external factors that could significantly affect the ability of any identified development scenario to maximize its potential. Should any existing complementary facilities, amenities and/or infrastructure be deemed inadequate, we will conduct a preliminary assessment of such items/issues. CSL will discuss potential methods of facilitating their development/creation, including

incentivizing private sector participation and/or creative public/private partnerships to enhance the infrastructure needed to adequately support any future facility investment.

Next, based on the identified market supportable demand and event space program identified, CSL will project the anticipated usage among local, drive-in and overnight visitors. CSL will evaluate how successfully new, improved and/or expanded event facilities at the SWW Fairgrounds could accommodate existing and future demand from Lewis County-area users while competing with other regional facilities for the opportunity to host non-local events, shows, competitions and other such activities. Specifically, from these data the following information will be provided:

- Description of competitions and activities that could utilize new, improved and/or expanded event facilities at the SWW Fairgrounds.
- Appropriate mix of utilization from each category.
- Projected attendance at each type of activity or use.
- Origin of attendees/exhibitors/participants (i.e., local vs. non-local) and associated traffic levels.
- Length of event and use data.
- Access and/or rental terms anticipated.

CSL will identify the market segments that represent the primary sources of demand for new, improved and/or expanded event facilities at the SWW Fairgrounds and assess the potential penetration of these markets to estimate utilization levels, attendance levels and other primary characteristics by type of activity. These estimates will form the basis on which we will evaluate the financial implications of operating new, improved and/or expanded event facilities at the SWW Fairgrounds and their ability to accommodate demand and fill areas of need in the market.

Task 8. Cost Analysis

The purpose of this task is to evaluate key potential cost aspects related to new, improved and/or expanded event facilities at the SWW Fairgrounds. First, based on the results of the market demand, event/use levels and market supportable building program, CSL will work with Populous and other project team representatives to develop an order- of-magnitude cost estimate for new, improved and/or expanded event facilities at the SWW Fairgrounds under each of the identified development scenarios. These estimates will focus on per-unit data, adjusted for conditions in the greater Lewis County region and cost data of comparable new, expanded and/or renovated multi-use event centers throughout the country, modified for time and location.

Further, one or more financial operating pro forma for new, improved and/or expanded event facilities at the SWW Fairgrounds will be created under each of the identified development scenarios. A computer-based model will be developed incorporating comparable facility data and the estimated levels of event utilization and attendance derived from the market analysis in order to develop estimates with regard to facility operating revenues and expenses.

Line-item revenues will be estimated including rental, food service, event service, parking, advertising and sponsorship revenues, and other such sources. Additionally, line-item expenses will be estimated including salaries (permanent and event driven staff costs), utilities, maintenance, supplies, insurance, contract service costs and others. CSL will work with the SWW Fairgrounds and other and project leaders to develop other non-operating revenue/expense assumptions associated with each of the scenarios, in order to provide initial estimations of the financial return/risk structures associated with the project under each scenario. Importantly, analysis will focus both on incremental financial impacts of recommended strategies

relative to existing SWW Fairgrounds operations as well as financial operating implications of potential new, improved and/or expanded event facilities at the SWW Fairgrounds.

Task 9. Economic Impact Analysis

In this task, CSL will estimate the economic and fiscal (tax) impacts associated with new, improved and/or expanded event facilities at the SWW Fairgrounds, emphasizing the incremental impacts in Lewis County. The operation of multipurpose event facilities typically attracts some level of out-of-town event attendees/exhibitors to the community. The non-local attendees and visitors brought into the community as a result of a new, improved and/or expanded facility represent the basis for added local economic and fiscal impacts.

As part of this analysis, estimates of total incremental visitors to the Lewis County area generated as a result of new visitor-oriented facility and investment strategies will be developed. Appropriate per-visitor spending estimates will then be applied using industry data adjusted to the local area. The resulting delegate spending levels will be segmented by industry and applied to economic impact multipliers.

The multipliers, specific to Lewis County and provided by leading input/output multiplier models, will be used to estimate total economic output, earnings and employment generated as a result of each of the supportable strategic options identified. From these economic impact variables, appropriate local, regional and statewide tax rates will be applied to estimate the added tax revenue generated as a result of new, improved and/or expanded event facilities at the SWW Fairgrounds. The completion of the economic and fiscal impact analysis will allow for a comparison of key costs and benefits associated with the development and operation of new, improved and/or expanded event facilities at the SWW Fairgrounds to allow project stakeholders and the community to assess issues related to return on investment.

Task 10. Preparation & Presentation of Final Report

In this final task, CSL will prepare a written draft report summarizing findings and conclusions. CSL will summarize these matters in a draft report, which will be submitted to the County and/or the SWW Fairgrounds prior to finalizing the document. After comments are incorporated, CSL will issue a final written report summarizing all findings, conclusions and recommendations.

In addition to the written and electronic report, CSL will conduct oral presentations to the County, the SWW Fairgrounds and other key stakeholder groups regarding the study findings.

EXHIBIT A.02
SITE PLANNING AND VENUE CONCEPT DESIGN SCOPE OF WORK

Understanding of the project:

The Owner is looking for pre-design services for the proposed equestrian center at the Southwest Washington Fairgrounds located at 1901 S Gold Street, that will help inform the design work for construction of the new venue. The Pre-Design services will include master planning for the equestrian venue and future phase venues including additional barns, offices, and an open arena. The future Southwest Washington Fair Equestrian Facility will provide a year-round venue for various equestrian shows, events, training, and other agricultural events.

Conceptual Site Planning:

Populous will provide conceptual site planning based on stakeholder feedback and market feasibility recommendations. The site planning effort will include evaluating internal site circulation for vehicles and pedestrians, site placement options for the proposed equestrian venue, site layout opportunities related to the placement of a new equestrian event venue, and planning for other site and venue opportunities identified. Populous will coordinate with our civil engineering consultant to identify and consider impacts to potential utility infrastructure and other site challenges and opportunities identified. Site plan deliverables will include 2D and 3D exhibits and will include a recommendation for phase 1 projects as well as future phase opportunities.

Equestrian Venue Design

Populous will provide conceptual venue design for a new equestrian event venue based on stakeholder feedback and market feasibility recommendations. The design will consider multiple phases of implementation to balance budget and functionality requirements that include a fully developed venue concept and an initial phase for implementation. Phase 1 venue floor plans will be developed in Revit to an SD level of detail.

Planning and Design Deliverables

1. 2D site plan exhibits scaled, colored, and noted to communicate the site plan recommendations. Multiple plans will be created of the final site plan option to communicate project phasing.
2. 3D site plan massing exhibits to communicate the scale and relationships of proposed master plan site and venue recommendations. Multiple exhibits will be created of the final site plan option to communicate project phasing.
3. SD level venue floor plans for the recommended phase 1 of the final design option for the proposed equestrian arena and related support spaces.
4. Digital presentation materials formatted for digital or printable marketing efforts. The final presentation materials will incorporate exhibits from the market feasibility and economic impact report and will be coordinated with the Owner to align with lobbying and fundraising efforts. Populous will coordinate with the Owner to assemble this information in an additional format if required to fulfill the state grant requirements.

EXHIBIT A.03
CIVIL SITE STUDY SCOPE OF WORK

RB Engineering (RBE) appreciates the opportunity to provide this scope of work for your project. The following has been prepared based on our understanding of the proposed project and take it through the Pre-Application process with the review agency.

Project Description

RBE will work with the Project Architect during the feasibility phase of the proposed new Equestrian Arena.

Task 10 –Feasibility Services

This task includes feasibility services for the proposed development.

RBE Services:

1. Research available online critical area information for the parcel that includes flood zone and shoreline requirements for the site.
2. Review zoning and land use regulations applicable to your project.
3. Research availability of online survey and GIS topographic data.
4. Review online NRCS Soil Survey data for the site.
5. Prepare preliminary stormwater, utility and access concepts.
6. Preliminary construction costs for site development improvements.
7. Attend project team meetings.

Client Responsibilities

Provide a copy of the preliminary building plans in CAD format.

Assumptions

Online information is available for the subject parcel for boundary and topographic information.

EXHIBIT A.04
COST OPINION SCOPE OF WORK

We understand that the general scope of the project shall be the planning and for the development and construction of the improvements for the Equestrian Center site study, design, and market needs evaluation including projected uses of the center and related infrastructure needs located on the campus of Southwest Washington Fairgrounds in Chehalis, WA.

SCOPE OF SERVICES

- 1.1 Prepare an opinion of probable construction cost for no more than two design options at the following phases of design:
 - 1.1.1 Pre-Design
- 1.2 Each opinion shall consist of no more than one section including the respective building and site work construction for each of the design options.
- 1.3 Prepare no more than three additive/deductive alternate studies.
- 1.4 Cost opinions shall be presented in the Uniformat II Level 2 format.
- 1.5 Estimates for the following scope items shall be provide by the Civil engineer and incorporated into the overall estimate:
 - 1.5.1 Site preparation/Improvements/Utilities
 - 1.5.1.1 Erosion control
 - 1.5.1.2 On-site demolition
 - 1.5.1.3 Site preparation & earthwork
 - 1.5.1.4 Drainage utilities
 - 1.5.1.5 Sanitary utilities
 - 1.5.1.6 Water utilities
 - 1.5.1.7 Paving, parking & curbing
 - 1.5.1.8 Frontage improvements, if required

No site visits and no in-person meetings are included for this work item. It is assumed any meeting or conferencing shall take place via telephone and/or internet-based solutions. One 1-hr virtual meeting is included at each phase for a total of two hours.

EXHIBIT B

1. COMPENSATION

The CONSULTANT'S compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows:

- a. Lump sum fee of one hundred ninety-eight thousand dollars including expenses (\$198,000) unless amended.
- b. Task Breakdown:

Task 1 – Market Feasibility Report	\$35,000
Task 2 – Site Investigation and Planning	\$67,050
Task 3 – Equestrian Venue Design	\$70,650
Task 4 – Economic Analysis	\$14,500
Task 5 – Cost Estimating	\$10,800
Total	\$198,000

EXHIBIT C

1. TITLE VI ASSURANCES

During the performance of this contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

- A. **Nondiscrimination:** The CONSULTANT, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of consultants, including procurement of materials and leases of equipment.
- B. **Solicitations for Subcontracts, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex or national origin.
- C. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Lewis County or the Washington State Department of Commerce to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to Lewis County or the Washington State Dept. Of Commerce as appropriate and shall set forth what efforts it has made to obtain the information.
- D. **Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, Lewis County and the Washington State Department of Commerce shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies, and/or;
 - 2. Cancellation, termination, or suspension of the contract, in whole or in part.
- G. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The

CONSULTANT shall take such action with respect to any subconsultant or procurement as Lewis County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request Lewis County enter into such litigation to protect the interests of the Agency.