

**REQUEST FOR PROPOSAL
OAKESDALE MILL PLANNING STUDY
PERSONAL SERVICES CONSULTING CONTRACT**

The Port of Whitman County (Port) seeks proposals from professional consultants to complete a scope of work related to community engagement and the planning for the Oakesdale Mill in Oakesdale, Washington. The work aims to help inform the Port Commission and the community of economically viable opportunities for redevelopment of this site and the necessary courses of action.

Response Deadline: Monday, November 4, 2024, 2:00 p.m. PST. Submittals including all requested information must be received by the Port no later than the Response Deadline. Submittals received after that date and time may be rejected without review. Submittals that arrive on time, but are incomplete, may be rejected at the Port’s discretion.

Method of Submittal: Proposals must be in writing and address each of the elements outlined in the Request for Proposal (RFP). Submittals must be made electronically and be formatted in searchable .pdf format. The submittal shall be organized in the order of the Contractor Required RFP Submittals listed below. The maximum upload file size is 1000 MB. Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Proposals are submitted by email to brenda@portwhitman.com. The email must have “Oakesdale Mill Consultant” in the subject line.

It is the Proposer’s responsibility to confirm the Port’s receipt.

Background:

The Port was awarded a \$75,000 grant from the Washington State Community Economic Revitalization Board (CERB) for its Oakesdale Mill project. The grant funds a planning study to assess the suitability of the historic Oakesdale Flour Mill for development and explore potential future uses for the space.

The Oakesdale Mill is a 134-year-old historic flour mill located in the town of Oakesdale and is the last of 19 original mills in Whitman County. With the support of the Oakesdale community, the Innovia Foundation conducted a preliminary feasibility study (Attachment A), Phase I Environmental Site Assessment (Attachment B) and purchased the mill in early 2024 with the intent of preserving it as part of the history and culture of the town and region. Innovia reached out to the Port of Whitman County to discuss transferring ownership of the mill to the Port to support future economic development initiatives. Innovia and the Port signed a Memorandum of Understanding (Attachment C) on September 5 to start the transfer anticipated to be completed on October 23, 2024.

Desired benefits of the Port’s ownership and pursuit of this project include increased job opportunities within Oakesdale, support for the local economy and tourism, and preservation of this historic landmark. With the community’s support, the Port is committed to infusing the local economy and helping ensure the long-term viability of the mill.

Scope of Work:

In addition to the CERB planning study minimum requirements (Attachment D), the contract for the planning study will include the following elements:

- Engage and grow a steering committee and hold regular planning meetings
- Identify funding for community engagement efforts to inform and seek input/feedback
- Site attribute analysis to determine the type of development that the site can support, including zoning, affect to the state or local transportation system, environmental restrictions, site's overall adequacy to support the anticipated development upon project completion
- Infrastructure assessment to document in GIS format (.kmz or .shp) infrastructure that is available, infrastructure gaps, and any solutions to overcome challenges including but not limited to:
 - Access, parking, ADA accessibility, permits
 - Utility availability: water, fire flow, sewer, power, natural gas, phone, telecommunications, irrigation, and stormwater control/mitigation
- Evaluate the site (land only and existing structures), including a survey of boundaries in GIS format (.kmz or .shp)
- Environmental review including: cultural, wetlands, geotechnical studies, and SEPA
- Preparation of pre-design work including professional facility design documents (basic architectural schematics and specifications, design, and cost estimates)
- Create a funding plan
- Planning phase project management
- Market strategy containing action elements, including development of preliminary marketing materials
- Identify options for potential businesses, including efforts to recruit local, home-based, market vendors to start a business or expand their business
- Analysis of existing recruitment and business support for similar projects and development of a similar strategy for this project

Contractor Required RFP Submittals:

1. Cover Letter – Provide a cover letter indicating your interest in serving as the organization to conduct the scope of work for the Port.
2. Background Information – Describe your firm or business, including years in operation, size, location, and number of professional staff to be assigned to work on this project with a brief resume for each person. Include similar information for any subcontractors that will be engaged for portions of the work. List other government agencies that you have worked with to conduct similar projects.
3. Methodology – A detailed description of the proposed approach and methodology for conducting the scope of work.
4. Timeline and Project Plan – including key milestones.
5. Fee for Service – Please provide a description and payment schedule overview of the fees to provide this service.
6. References – Please provide us with 3 – 5 organizations that we can contact as a reference for working with you to provide this service.

Rejection of Proposals:

The Port will have the right to reject any and all proposals and in particular to reject a proposal not received by the date above or any proposal in any way incomplete or irregular. The Port further reserves the right to accept that proposal which is in the best interest of the Port of Whitman County. The Port reserves the right to reject any proposal if the Port’s review of the above submittals and its investigation fails to establish that the Contractor possesses to the satisfaction of the Port, in its discretion, the qualifications necessary to fully, properly and timely carry out all obligations described in this Request for Proposal Document. The Contractor will be required to comply with all Local, State and Federal laws and regulations pertaining to equal employment opportunities. The Contractor will upon successful award be required to execute a contract with the Port.

Selection Process:

Each proposer will be evaluated against the five (5) selection criteria set forth below. A ranking system will be used with a low of 1 point to a high of 10 points for each criterion with a total of fifty (50) points. Any proposer receiving a score of less than four (4) on any individual criteria shall be deemed “not responsible” regardless of the total score.

The Port will consider the completeness of the proposal and how well the proposal meets the needs of the Port. All proposals will be evaluated using the criteria listed below:

1	Responsiveness to solicitation requirements	1 – 10 points
2	Previous experience in service areas	1 - 10 points
3	Expertise of key personnel/subcontractors	1 - 10 points
4	Previous experience with similar contracts	1 - 10 points
5	Cost	1 - 10 points

Week of November 11, 2024: The Port may conduct interviews with respondents who earn top ratings based on the criteria listed above. If needed, respondents will be contacted to schedule interviews.

Nondiscrimination and Equal Opportunity:

The Port complies with state and federal laws prohibiting discrimination on the basis of any protected status.

In accordance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act, the Port commits to nondiscrimination on the basis of disability in all of its programs and activities.

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §2000d to 2000d-4) and the Regulations, the Port will affirmatively ensure that in this RFP process and in any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Women- and minority-owned business enterprises (WMBE) and veteran-owned firms are encouraged to respond to this opportunity.

Contractual Terms and Conditions:

The successful Proposer will be expected to execute a contract with the Port of Whitman County on a form that is approved by the Port Attorney. A sample of the Port's "Personal Services Contract" is attached (Attachment E) and may be modified at the Port's discretion or as negotiated between Port and selected Contractor.

Questions can be directed to:

Brenda Stav

Operations and Administration Director

Port of Whitman County

brenda@portwhitman.com

7/11/24 Edition

J.C. Barron Mill

Adaptive Reuse Study



Contents

Abstract.....	3
Site Information	4
Location.....	4
Site Summary	4
Building Information	6
Observations	6
Basement	6
First Floor	7
Second Floor	8
Third Floor.....	9
Building Images	11
Exterior Building Images	11
Basement Building Images.....	12
First Floor Building Images.....	13
Second Floor Building Images	14
Third Floor Building Images	15
Existing Plans	16
Site Plan	16
Basement Plan	17
First Floor Plan	18
Second Floor Plan.....	19
Third Floor Plan.....	20
Proposed Plans	21
Site Plan	21
Basement Plan	22
First Floor Plan	23
Second Floor Plan.....	24
Third Floor Plan.....	25
Exterior 3D Renderings.....	26
Cost Estimate	31
Introduction	31
Summary	32

Exterior Envelope Stabilization 33
Ground Floor Flat House Interior Improvements 36
Ground Floor Main Mill Interior Improvements 39
Other Floors Interior Improvements 42
Site Development 45



East side of existing J.C Barron Mill.

Abstract

This adaptive reuse study explores the strengths and weaknesses of the old J.C Barron Mill for reuse to better serve the community of Oakesdale. From reviewing the existing site and building conditions; zoning, building, energy and other regulatory codes; and the context of the location this report highlights challenges and costs associated with this project as well as the opportunities of reusing an existing flour mill in the heart of Oakesdale. While there is a significant amount of work that will need to be done to make this building and site usable, there are unique opportunities and history that can be celebrated with the reuse of this mill.

Site Information

Location

As shown in the images below, the mill location is in the heart of Oakesdale, WA. The old mill stands alongside McCoy Creek and the old railroad that runs through town as the last of 19 original mills in the Palouse.



Location Map.



Site Plan.

Site Summary

The existing building sits in the middle of Oakesdale on a route regularly taken by people traveling through this part of the Palouse. There are many unique aspects to the site such as trees on the site to the south of the existing building, a berm with more trees to the east, and McCoy Creek also runs to the

east and north of the building. There is a set of train tracks to the west that speaks to the history of the building. The site itself is just a bit less than 2 acres split between two tax parcels, as seen in the image below. Parcel A is approximately 1 acre, and Parcel B is approximately 0.9 acres. The county owns the land in between the parcels and the railroad, as well as the area directly across Jackson Street. Parcels A and B were owned by Mary Jane Butters through The Gristmill LLC up until May 02, 2024 when the Innovia Foundation purchased the property. The parcels are zoned agricultural, and carry a Department of Revenue Miscellaneous Commercial code as of April 26, 2024. The site is mostly flat up to the berm with a few trees, allowing for plenty of open space to be used for new purposes.



Parcel Data from TaxSifter

Building Information



Interior Mill Image looking east.

Observations

The main floor of the mill building is approximately 4,660 square feet and was previously used for milling flour. The flat house is approximately 2,600 square feet and was used for storage of flour and grains. Construction mainly consists of framed wood walls, and wood structure, and a wood framed roof. The exterior wood siding had almost no paint left and has some holes in between planks. The windows, especially on the south side, are in poor condition with a number of them fully broken. Gutters were only observed on the south side of the building near the doors. There are 8 doors on the exterior, two of which are useable due to the other 6 being too high off the ground. The two useable doors are to the north and south of the storage/entry room with ramps leading to them. No HVAC or insulation were visible in the main building space. Limited electrical was observed with some lighting and power outlets scattered on the first floor, mainly in the main mill room.

Basement

The basement has three main compartments, two of which, in the north and east, are inaccessible behind walls and screens. The north inaccessible crawlspace is approximately 2,410 square feet. The east inaccessible crawlspace is approximately 2,310 square feet. The accessible room is approximately 2,370 square feet. It has existing machinery throughout. It also is dotted with multiple columns

supporting the structure above. The walls are wood with some windows in the corners blocked by weather screens made of fabric. There are multiple spots in the wall where daylight is visible, showing the age of the construction. The floor is mostly earth with a few exceptions of concrete and a brick path leading to a minor mechanical room inside the main basement. This mechanical room is approximately 90 square feet and has concrete walls and floor and a late 1800s early 1900s induction motor still inside.

First Floor

The first floor has three main sections still existing, the flat house to the north, the storage and entry to the east, and the mill in the middle. There are the remnants of a previous portion of the building to the south of the mill, including sections of brick and discolored wood on the south exterior wall.

The flat house is approximately 2,600 square feet. It has a sheet metal exterior siding and a wood construction interior with peeling white paint. There are two windows along the north wall, and one along the west wall. There are three sliding doors with their rails on the interior of the building still in good condition. There seems to be water damage along the southeastern portion of the flat house. There is a ramp that connects it to the main mill building, as it sits approximately 3 feet lower than the main mill.

This space is the best suited for service spaces to serve the mill. This includes disabled accessible ramps, both from the exterior and up to the main mill level, restrooms, and a janitorial closet. These spaces are necessary for future uses in the other rooms of the mill. With all of these additions, there will still be approximately 925 square feet of leasable space that can be used for a small tenant or shop.



Flat house Image looking west.

The wagon unloading/loading “tunnel” space is approximately 1,970 square feet. There are three sliding doors, one each on the north and south walls, and one on the east wall. The doors on the north and south each have ramps connecting them to the ground outside, while the door on the east stands approximately four feet above the ground outside. There are many wood columns in the eastern portion of the room, supporting the grain storage cribs above. There is a wagon in the middle of the room next to a raised deck. The majority of the room sits approximately 3 feet lower than the main mill. On the deck is room 105, an inaccessible room that is approximately 50 square feet and seems to at one point been connected to the safe room on the other side of a wood wall. In the deck there is also a chute for catching grain. From the deck there are a pair of doors connecting it to the main mill room.

In the main mill room, there are two minor rooms, a room with a safe and a mechanical/electrical room. The mechanical/electrical room is approximately 100 square feet and has a plaster interior and a wood exterior. There is one exterior window in this room, and one covered window on the eastern wall facing into the main mill room. All of the electrical equipment in this room is old and out of use. The safe room is approximately 80 square feet and has wooden walls. There is a brick column on the south wall starting halfway up the room atop a wood structure. The brick column continues up all three floors. There is a furnace flue through the column beginning right above the wood base. The floors are wood with a patterned laminate atop the wood. The east wall separating it from the empty room on the other side is a new infill wall with electrical outlets screwed into the studs. There are two outlets attached to this wall. The main mill room is approximately 2,510 square feet. There are many holes in the wooden floor where equipment for milling used to be. There are also a few existing pieces of equipment in the northeast corner of the room. Along the northern wall there are inset places where windows used to be before the flat house was added. There are multiple windows along the south and western walls. Along the western wall is also a double door that is approximately 8 feet above the ground outside. There are also multiple openings to above including a lofted space that goes up all three stories and four chutes that extend up one story. There are columns creating a center corridor in the space supporting the floors above. The wood construction appears to be in good shape considering the age of the building, with only a few holes allowing exterior light through. There are stairs heading down to the basement and up to the second floor in the south of the room between the two minor rooms.

Second Floor

The second floor has two main accessible rooms, the main room and the equipment room. The main room also has another minor room in the southwest corner.

The equipment room is approximately 800 square feet. The room has one large chute that is completely framed in, but appears to be open to below. There is also existing equipment in this room as well as multiple minor chutes from above in the middle of the room.



Second Floor Main Room facing east.

The minor room is approximately 80 square feet and has a plaster interior and wood exterior, much like the mechanical/electrical room directly below it. It also has an exterior window in the south and a smaller, covered window in the north. The room has a wood exterior.

The main room is approximately 2,610 square feet and has wood construction walls with few holes letting light through. There are windows in the north, south, and west. There are multiple columns continuing from the floor below to both support this floor and the floor above it. In the western wall there are double doors above where the double doors on the floor below are. There is a large area approximately 11 feet by 14 feet open to above and below surrounded by a railing in the northwest corner of the room. In the western part of the room there are four chutes open to below surrounded by wood framing that has holes, some seeming to be intentional, some seeming to be crudely made, ranging in size from approximately 2 feet wide and 3 feet tall to 4 feet wide and 3 feet tall. There are multiple holes in the floor where equipment used to be bolted down but have since been removed. There is still some equipment in this room, as well as framed structures that continue to the floor above in the eastern portion of the room. The stairs leading up to the third floor appear in good condition, though the railing will require replacement. There is also a hole in the floor surrounded by a railing directly beneath the staircase up.

Third Floor

The third floor has two rooms, a main room and an equipment room.

The equipment room is approximately 500 square feet and has wood floors and wood walls. There are four columns supporting equipment above the room and the penthouse staircase. There are many holes

in the west interior wall and floor. To the north is a space that is approximately 260 square feet and has railings surrounding most of it on the south side and is walled off on the west side. This area is open to below.

The main room is approximately 2,710 square feet and has wooden floors and wooden walls. There are many holes in the floor ranging in size from approximately 1 inch by 2 inches to approximately 2 inches by 8 inches. There are multiple windows on the north, south, and west walls. There are double wood doors in the west wall, similar in location to the two sets below it. There is still equipment in this room left over from milling. The columns continue from the floor below and end at the roof structure with beams going north to south at the start of the roof slope. There is a steep stair, almost a ships-ladder in the center of the room leading to a catwalk above the center of the room. In the northwest corner, the lofted space that is open to below only has railing on the east side, leaving the south side completely open. And the existing railing needs repair. There are framed structures in the east portion of the room continued from below. There is a staircase up to the penthouse in the east part of the room, which is currently inaccessible due to the dangerous state of the stairs beyond the main room.



Third Floor Main Room facing north.

Building Images

Exterior Building Images



Former building addition location looking north.



Façade looking west.



Façade and Water Standpipe looking south.

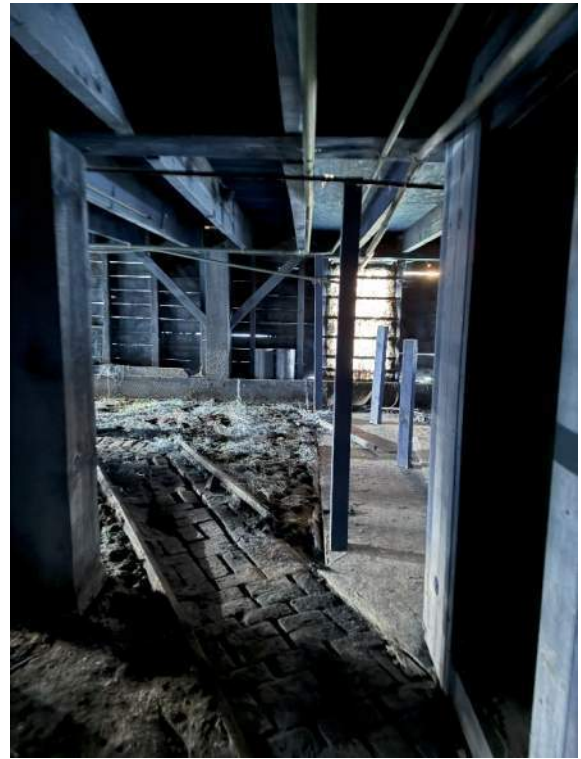


Plywood Covered Opening looking south.

Basement Building Images



Basement looking north.



Path and Covered Window looking west.



Basement Stairs looking east.

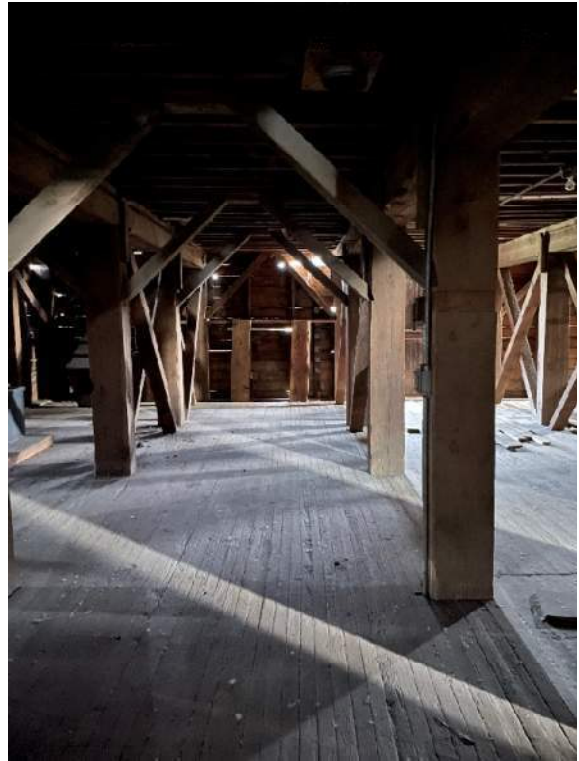


Motor Room looking north.

First Floor Building Images



Safe Room new wall looking east.



Entry Supports looking east.



Three story opening from first floor looking west.



Ramp from Flat house to mill looking south

Second Floor Building Images



Equipment Room looking east.



Plaster Room looking west.



Main Room Chutes facing north.



Equipment Room Small Chutes facing north.

Third Floor Building Images



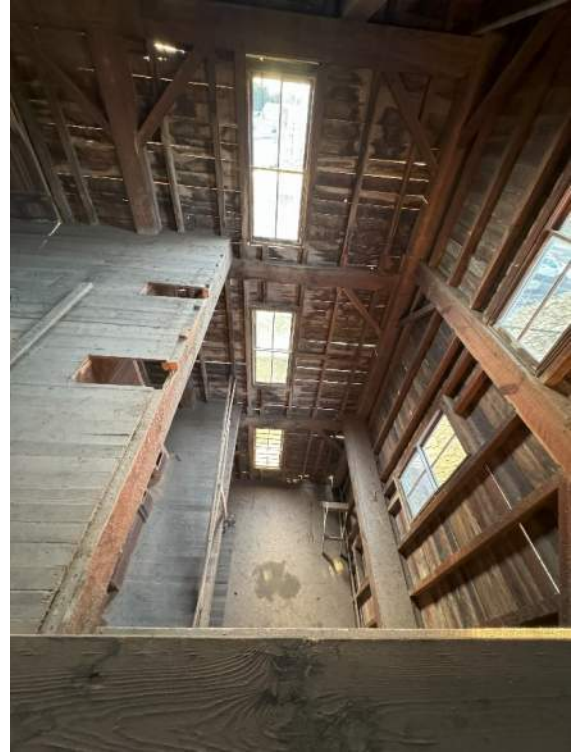
Main Room looking west.



Framed Structure looking north.



Stairs to Penthouse looking east.



Lofted Space from Third Floor looking west.

JACKSON ST

MCCOY CREEK

APPROXIMATE PROPERTY LINE OF PARCEL

PUBLIC RIGHT OF WAY

EXISTING WATER STAND PIPE TELEPHONE POLE

JACKSON ST

BERM

APPROXIMATE PROPERTY LINE

BARTLET ST

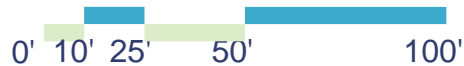
1ST ST/ STATE HWY 27

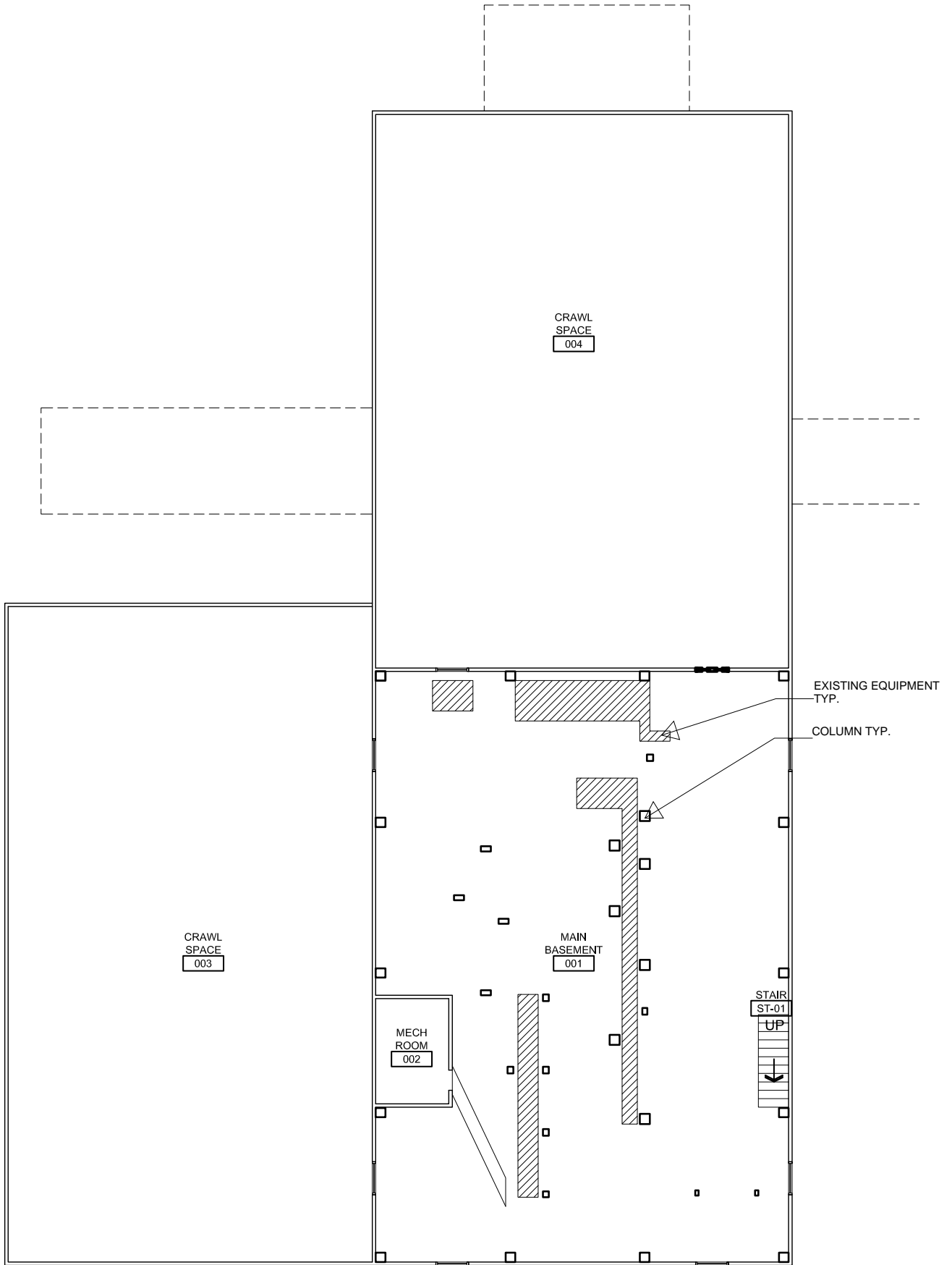
APPROXIMATE EXISTING WELL LOCATION APPROXIMATE PROPERTY LINE OF PARCEL

TELEPHONE POLE EXISTING METAL STRUCTURE CONCRETE BLOCK

TELEPHONE POLE EXISTING CONCRETE PAD PUBLIC RIGHT OF WAY RAILROAD TRACKS

TELEPHONE POLE





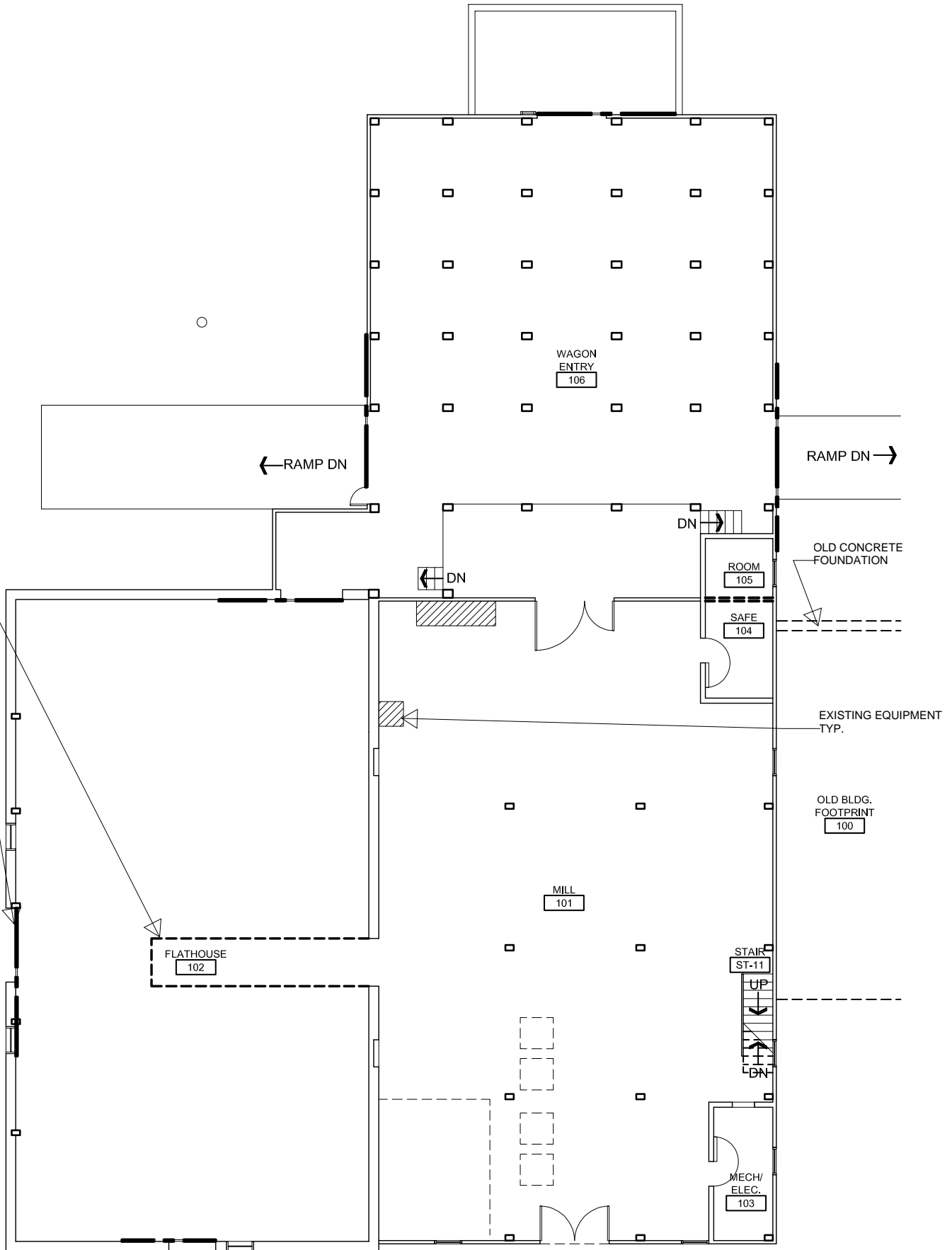
NORTH



J.C. Barron Flour Mill
 Oakesdale, Washington
 Adaptive Reuse Study
 Existing Basement Plan
 07-11-2024

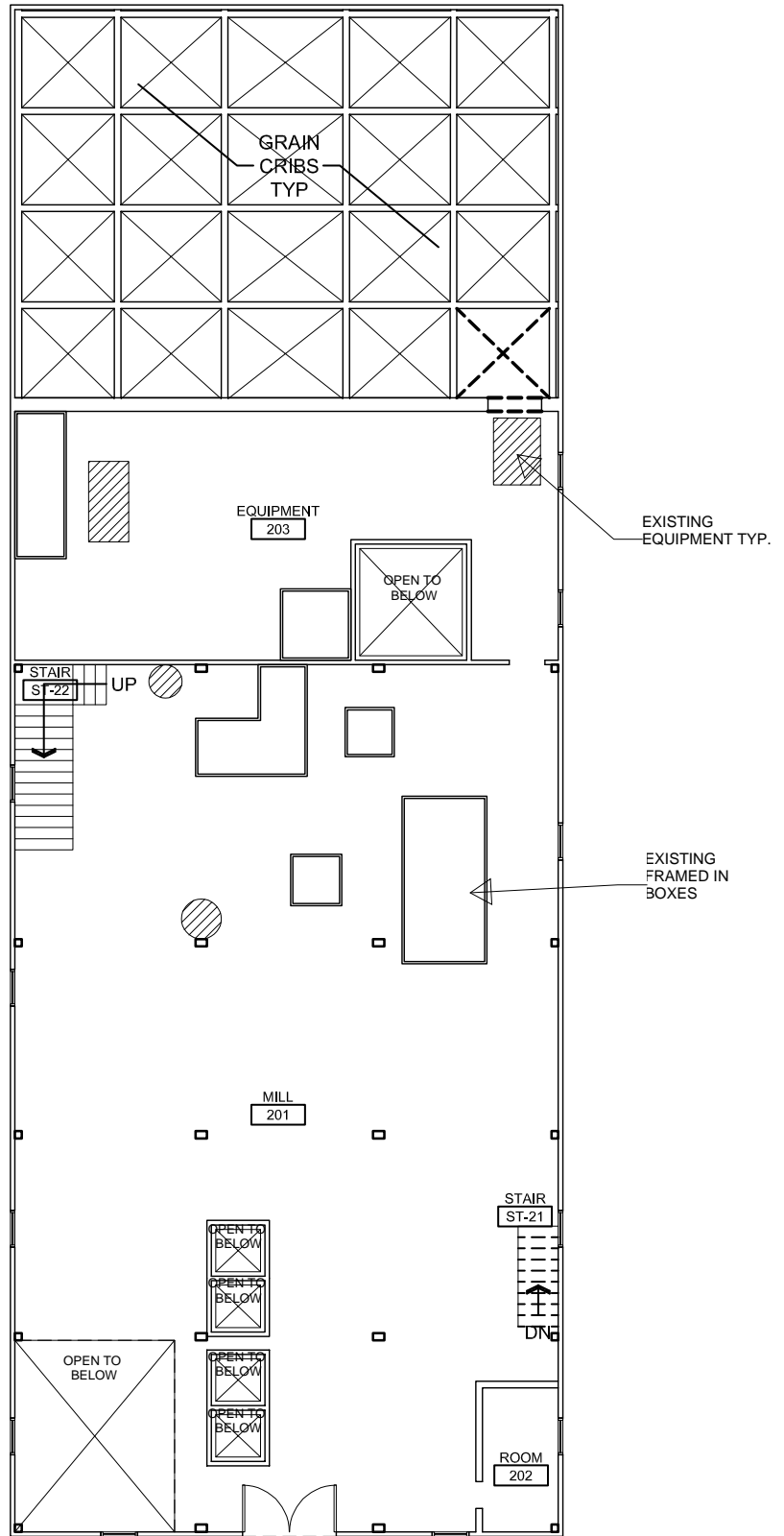


NORTH



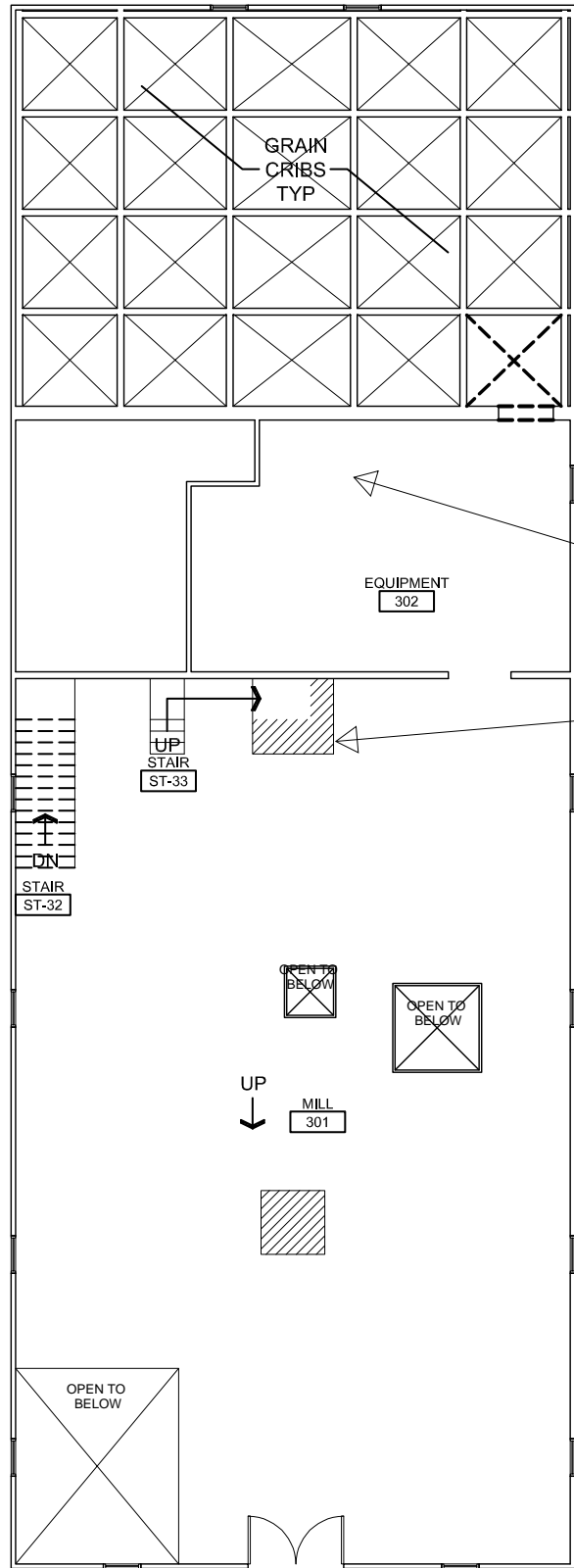
0' 10' 20' 25'

J.C. Barron Flour Mill
 Oakesdale, Washington
 Adaptive Reuse Study
 Existing First Floor Plan
 07-11-2024



J.C. Barron Flour Mill
 Oakesdale, Washington
 Adaptive Reuse Study
 Existing Second Floor Plan
 07-11-2024





APPROXIMATE
PENTHOUSE LEVEL

EQUIPMENT
302

EXISTING
EQUIPMENT TYP.

UP
STAIR
ST-33

STAIR
ST-32

OPEN TO
BELOW

OPEN TO
BELOW

UP
MILL
301

OPEN TO
BELOW



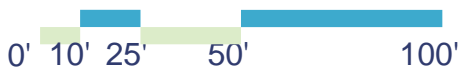
NORTH






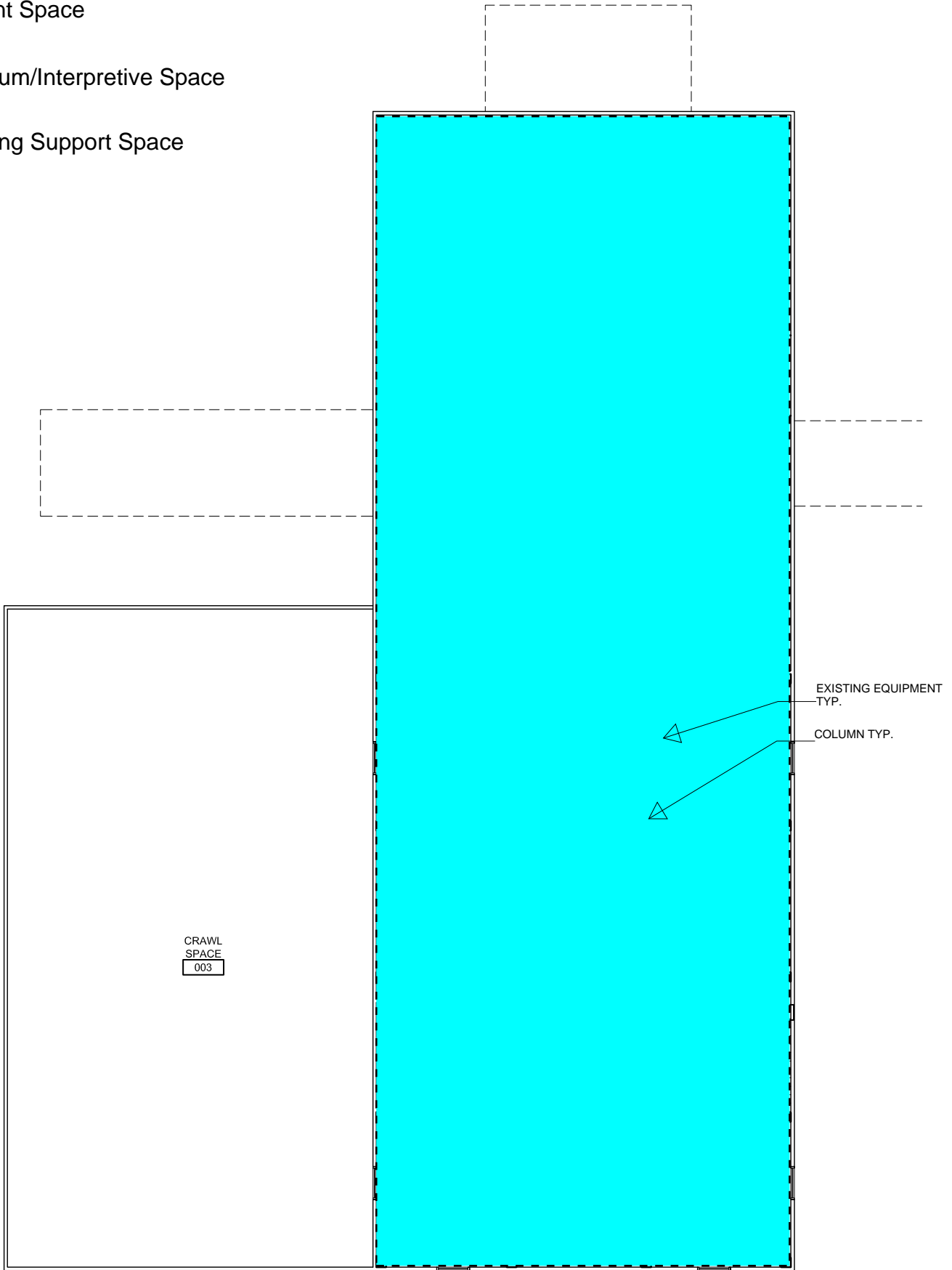
J.C. Barron Flour Mill
Oakesdale, Washington
Adaptive Reuse Study
Existing Third Floor Plan
07-11-2024






J.C. Barron Flour Mill
 Oakesdale, Washington
 Adaptive Reuse Study
 Existing Site Plan
 07-11-2024

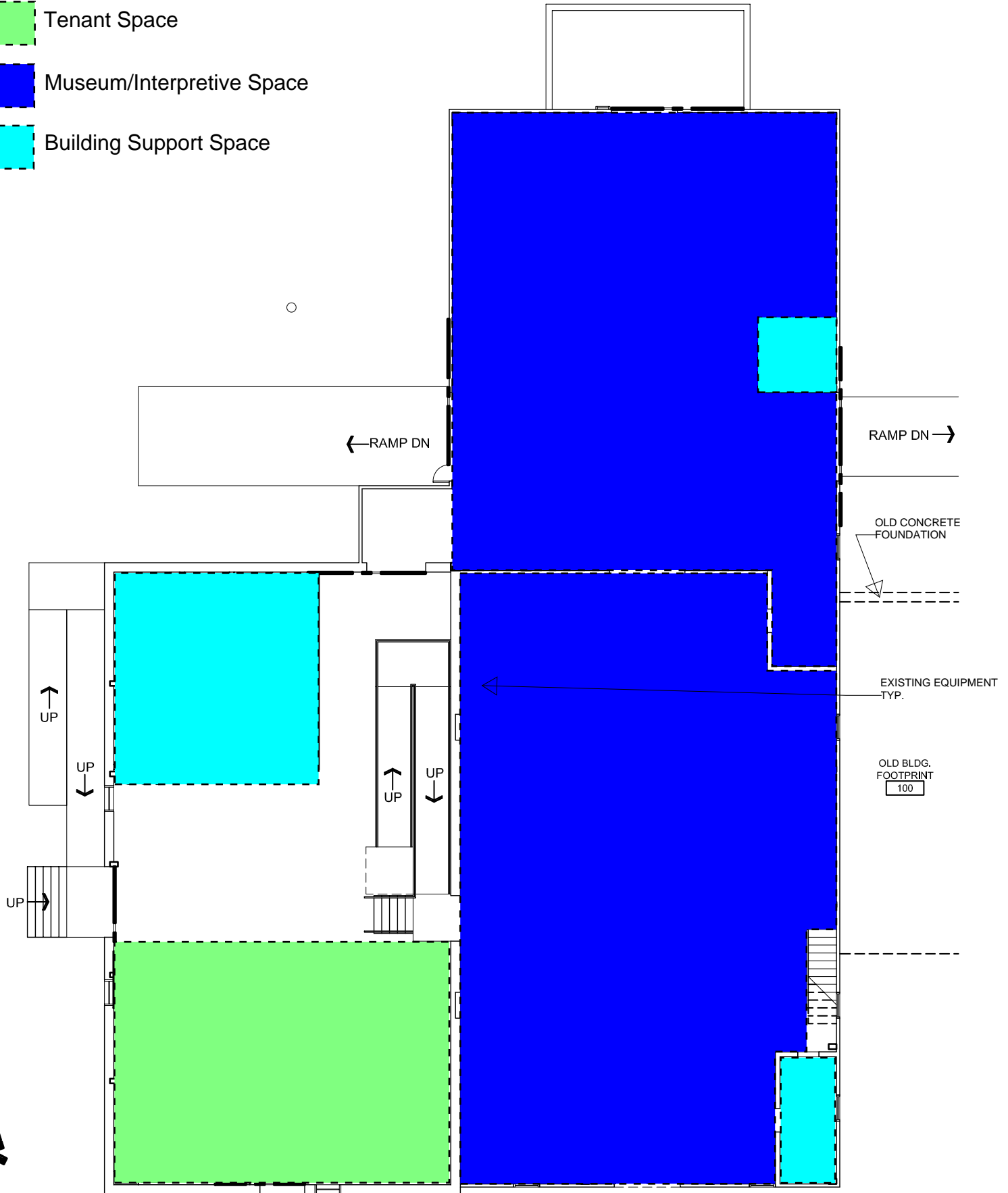


-  Tenant Space
-  Museum/Interpretive Space
-  Building Support Space






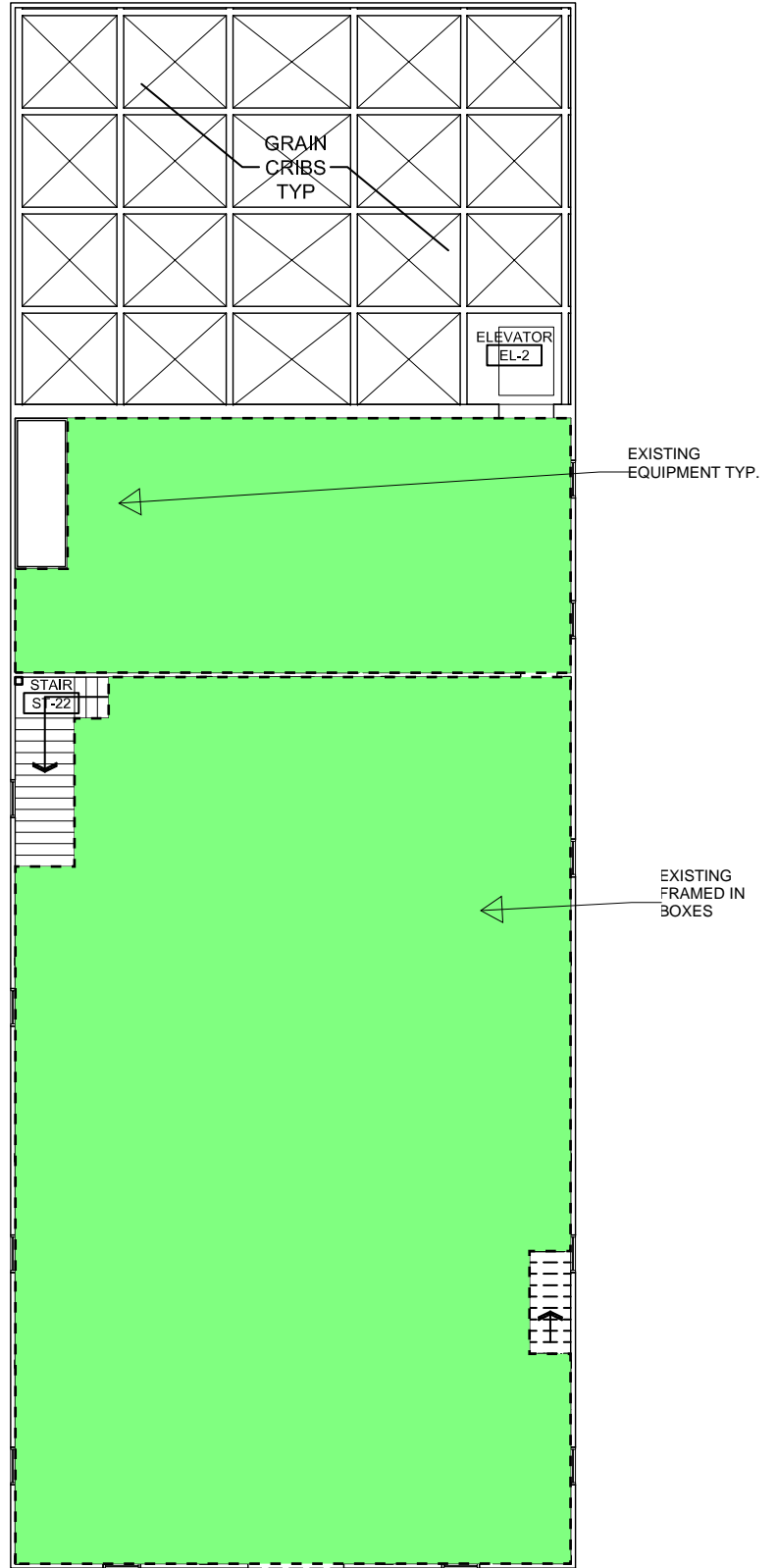
J.C. Barron Flour Mill
 Oakesdale, Washington
 Adaptive Reuse Study
 Proposed Basement Plan
 07-11-2024

-  Tenant Space
-  Museum/Interpretive Space
-  Building Support Space






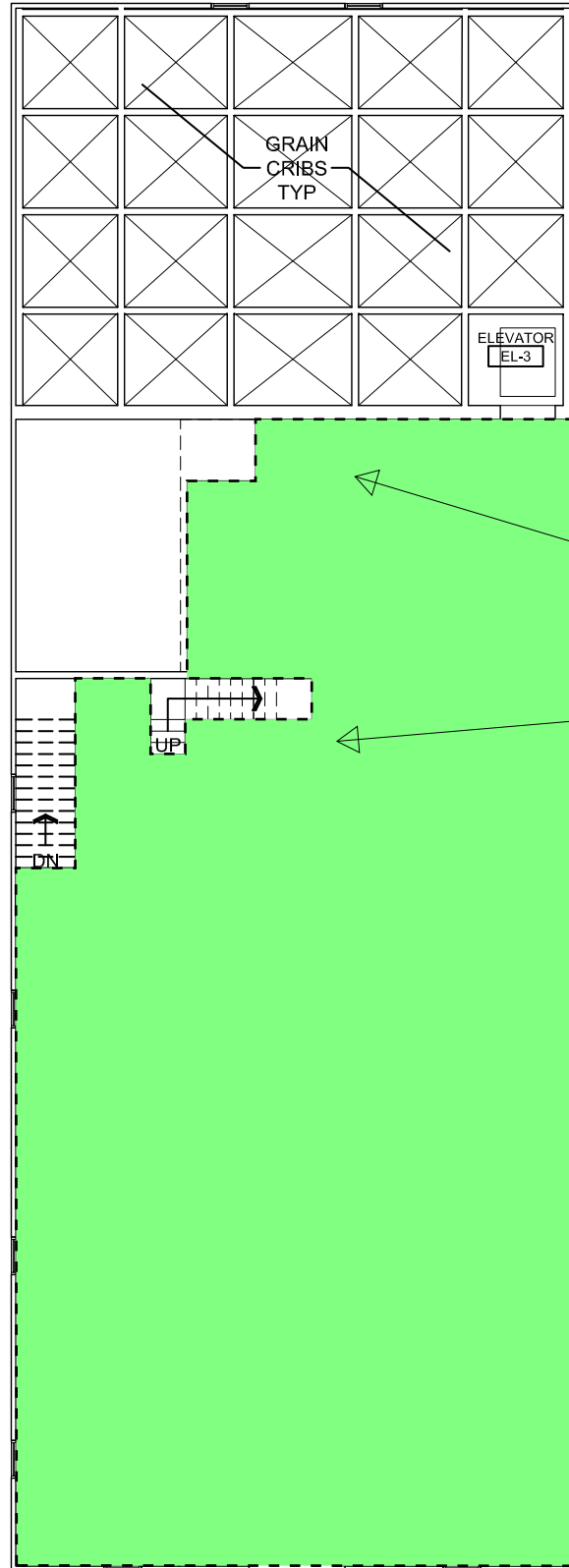
J.C. Barron Flour Mill
 Oakesdale, Washington
 Adaptive Reuse Study
 Proposed First Floor Plan
 07-11-2024

-  Tenant Space
-  Museum/Interpretive Space
-  Building Support Space



J.C. Barron Flour Mill
 Oakesdale, Washington
 Adaptive Reuse Study
 Proposed Second Floor Plan
 07-11-2024

-  Tenant Space
-  Museum/Interpretive Space
-  Building Support Space



APPROXIMATE PENTHOUSE LEVEL

EXISTING EQUIPMENT TYP.



NORTH



J.C. Barron Flour Mill
 Oakesdale, Washington
 Adaptive Reuse Study
 Proposed Third Floor Plan
 07-11-2024



J.C. Barron Flour Mill
Oakesdale, Washington
Adaptive Reuse Study

Exterior Rendering
Looking South
07/11/24
26

INNOVIA FOUNDATION   **DESIGN WEST**
ARCHITECTS



J.C. Barron Flour Mill
Oakesdale, Washington
Adaptive Reuse Study

Exterior Rendering
Looking South
07/11/24
27



J.C. Barron Flour Mill
Oakesdale, Washington
Adaptive Reuse Study

Exterior Rendering
Looking North
07/11/24
28

INNOVIA FOUNDATION   **DESIGN WEST**
ARCHITECTS







Cost Estimate

Introduction

The following cost estimate showcases the potential cost for the adaptive reuse of the mill. It has been broken down into four sections for further understanding and potential phasing. The exterior envelope focuses on stabilizing the building and protecting it from future degradation. The ground floor - flat house section focuses on the flat house portion of the mill and costs to refurbish and install new usage into the space such as restrooms and a janitorial closet. The ground floor - main mill section focuses on costs to refurbish and prepare the main portion of the ground floor of the mill for future tenants and/or museum space. The other floors section focuses on the other three floors; basement, second floor, and third floor including the penthouse, and the costs to refurbish and prepare these spaces for future uses. These costs can be increased or reduced based upon how projects are phased and if they are combined with other sections.

General Information

Package	Project Scope	SF		
1	Exterior Envelope	23,086	Renovation	Exterior Envelope (Walls: 12,296 SF, Roof: 8,734 SF)
2	Interior Renovation - Ground Floor - Flat House	2,399	Renovation	Interior Renovation (Flat House First Floor 2,399 SF)
2	Interior Renovation - Ground Floor - Main Mill	4,541	Renovation	Interior Renovation (Main Mill First Floor 4,541 SF)
3	Interior Renovation - Other Floors	13,460	Renovation	Interior Renovation (Basement: 6,972 SF, Second Floor: 3,373 SF, Third Floor: 3,115 SF)
4	Site Development	26,685	Site work	Site improvements of north lot area (26,685 SF)

Project Schedule			
Anticipated Construction Duration =	varies	Months	
Anticipated NTP / Duration / Complete Dates =	8/1/2024		8/28/2026

Estimate Summary

Division	Title	Estimated Contractor Cost	Sales Tax 7.90%	Estimated Project Soft Costs	Estimated Project Cost	Estimated Project Cost per total interior SF (20,400)
1	Exterior Envelope	\$ 730,642.15	\$ 57,720.73	\$ 182,660.54	\$ 971,023.41	\$ 47.60
2	Interior Renovation - Ground Floor - Flat House	\$ 553,461.60	\$ 43,723.47	\$ 138,365.40	\$ 735,550.47	\$ 36.06
3	Interior Renovation - Ground Floor - Main Mill	\$ 713,830.75	\$ 56,392.63	\$ 178,457.69	\$ 948,681.07	\$ 46.50
4	Interior Renovation - Other Floors	\$ 1,881,067.30	\$ 148,604.32	\$ 470,266.82	\$ 2,499,938.44	\$ 122.55
5	Site Development	\$ 817,069.66	\$ 64,548.50	\$ 204,267.42	\$ 1,085,885.58	\$ 53.23

ESTIMATED Total Project Cost

ESTIMATED Total Project Cost

\$ 6,241,078.96

\$ 305.94

#	Project Soft Costs / Mark-ups	% amount
A	Contingency: pre-conceptual level definition	10.0%
B	Furnishings, Fixtures & Equipment	3.0%
C	Architect, Survey, Inspection/Testing, Abatement, etc.	12.0%
	TOTAL	25.0%

Project Name: *J.C. Barron Mill Feasibility Study*
 Project Number: 23104

Conceptual Estimate
Exterior Envelope Stabilization

Design West Architects
 7/11/2024 12:32

General Information

Project Scope	SF	
Exterior Envelope	23,086	Renovation
Interior Renovation - Ground Floor - Flat House	2,399	Renovation
Interior Renovation - Ground Floor - Main Mill	4,541	Renovation
Interior Renovation - Other Floors	13,460	Renovation
Site Development	26,685	Site work

Project Schedule
 Anticipated Construction Duration = **4** Months
 Anticipated NTP / Duration / Complete Dates = 8/1/2024 11/29/2024

Estimate Summary

Division	Title	Quan.	Unit	Category % by Division	Division Total
Division 01	General Requirements			6.55%	\$ 38,950.00
Division 02	Existing Conditions			0.60%	\$ 3,575.00
Division 03	Concrete			0.00%	\$ -
Division 04	Masonry			0.00%	\$ -
Division 05	Metals			0.58%	\$ 3,462.90
Division 06	Wood, Plastics, and Composites			6.40%	\$ 38,091.90
Division 07	Thermal and Moisture Protection			55.63%	\$ 330,896.55
Division 08	Openings			23.05%	\$ 137,100.00
Division 09	Finishes			7.18%	\$ 42,709.10
Division 10	Specialties			0.00%	\$ -
Division 11	Equipment			0.00%	\$ -
Division 12	Furnishings			0.00%	\$ -
Division 13	Special Construction			0.00%	\$ -
Division 14	Conveying Equipment			0.00%	\$ -
Division 20	Mechanical Commissioning			0.00%	\$ -
Division 21	Fire Suppression			0.00%	\$ -
Division 22	Plumbing			0.00%	\$ -
Division 23	Heating, Ventilating, and Air Conditioning			0.00%	\$ -
Division 25	Integrated Automation			0.00%	\$ -
Division 26	Electrical			0.00%	\$ -
Division 27	Communications			0.00%	\$ -
Division 28	Electronic Safety and Security			0.00%	\$ -
Division 31	Earthwork			0.00%	\$ -
Division 32	Exterior Improvements			0.00%	\$ -
Division 33	Utilities			0.00%	\$ -
MATERIALS & LABOR COST					\$ 594,785.45
	Contractor Taxes, Bonds, & Insurance	2.30%	percentage		\$ 13,680.07
	Contractor Overhead & Profit	9.00%	percentage		\$ 53,530.69
	Permits	1.20%	percentage	\$ - \$	\$ 7,137.43
	Design Contingency	10.00%	percentage		\$ 59,478.55
	Escalation (<i>estimated 6.0% annual = 0.5% monthly</i>)	0.7	months	0.50%	\$ 2,029.97
ESTIMATED CONTRACT COST					\$ 730,642.15
	Washington State Sales Tax	7.90%	percentage		\$ 57,720.73
ESTIMATED CONTRACT COST + SALES TAX					\$ 788,362.88

Estimate Detail

Division	Specification	Item	Quan.	Unit	Unit Cost	Extended Cost	Division Total
01 GENERAL REQUIREMENTS							\$ 38,950.00
01 31 00		Supervision - Superintendant & support (shared/part-time)	4.0	month	\$ 5,000.00	\$ 20,000.00	
01 50 00		Field Office Rental	4.0	month	\$ 500.00	\$ 2,000.00	
		Temp Utility Hookup & Usage	4.0	month	\$ 500.00	\$ 2,000.00	
		Temp Sanitation Facilities	4.0	month	\$ 250.00	\$ 1,000.00	
		Temp Enclosures, Heat, & Weather Protection	4.0	month	\$ 1,000.00	\$ 4,000.00	
		Temp Construction Fencing	250	LF	\$ 5.00	\$ 1,250.00	
		Temp Gates	1	EA	\$ 1,000.00	\$ 1,000.00	
01 73 00		Small Tools, Rental and Hoisting Equipment	4.0	month	\$ 750.00	\$ 3,000.00	
		Daily & Final Clean-up	4.0	month	\$ 350.00	\$ 1,400.00	
		Dumpster - Disposal Costs	4.0	month	\$ 450.00	\$ 1,800.00	
01 77 00		Project Closeout	1	LS	\$ 1,000.00	\$ 1,000.00	
		Punch List, Warranty, Site Closeout	1	LS	\$ 500.00	\$ 500.00	
02 EXISTING CONDITIONS							\$ 3,575.00
02 41 00		Selective Demolition	1	LS	\$ 3,575.00	\$ 3,575.00	
03 Concrete							\$ -
03 30 00		NOT USED	-	LF	\$ -	\$ -	
04 Masonry							\$ -
04 22 00		NOT USED	-	SF	\$ -	\$ -	
05 Metals							\$ 3,462.90
05 50 00		Metal Fabrications (anchors etc.)	23,086	LOT	\$ 0.15	\$ 3,462.90	
06 Wood, Plastics, and Composites							\$ 38,091.90
06 10 00		Rough Carpentry (Undefined & GC Labor)	23,086	SF	\$ 0.50	\$ 11,543.00	
06 10 00		Rough Carpentry - wall, roof, soffit framing & shtg. repair	23,086	SF	\$ 1.15	\$ 26,548.90	
07 Thermal and Moisture Protection							\$ 330,896.55
07 21 16		Blanket Insulation	-	SF	\$ 3.75	\$ -	
07 21 29		Spray Insulation	-	SF	\$ 1.25	\$ -	
07 22 16		Roof Board Insulation	8,734	SF	\$ 4.50	\$ 39,303.00	
07 26 00		Vapor Retarders	-	SF	\$ 0.90	\$ -	
07 27 00		Weather Barriers	-	SF	\$ 3.00	\$ -	
07 42 93		Metal Roofing	8,734	SF	\$ 15.75	\$ 137,560.50	
07 46 00		Siding repair & replacement	23,086	SF	\$ 5.75	\$ 132,744.50	
07 62 00		Gutters, Downspouts, Flashing & Trims	395	LF	\$ 21.75	\$ 8,591.25	
07 72 00		Roof Accessories	-	LOT	\$ -	\$ -	
07 92 00		Joint Sealant	23,086	SF	\$ 0.55	\$ 12,697.30	
08 Openings							\$ 137,100.00
08 14 00		Wood Doors restoration or replacement	9	EA	\$ 1,975.00	\$ 17,775.00	
08 52 00		Wood Windows restoration or replacement	43	EA	\$ 2,775.00	\$ 119,325.00	
09 Finishes							\$ 42,709.10
09 91 00		Painting (Exterior)	23,086	SF	\$ 1.85	\$ 42,709.10	

Project Name: *J.C. Barron Mill Feasibility Study*
 Project Number: 23104

Conceptual Estimate
Ground Floor Flat House Interior Improvements

Design West Architects
 7/11/2024 12:32

General Information

Project Scope	SF	
Exterior Envelope	23,086	Renovation
Interior Renovation - Ground Floor - Flat House	2,399	Renovation
Interior Renovation - Ground Floor - Main Mill	4,541	Renovation
Interior Renovation - Other Floors	13,460	Renovation
Site Development	26,685	Site work

Project Schedule
 Anticipated Construction Duration = **6** Months
 Anticipated NTP / Duration / Complete Dates = 3/1/2025 8/28/2025

Estimate Summary

Division	Title	Quan.	Unit	Category % by Division	Division Total
Division 01	General Requirements			12.91%	\$ 56,550.00
Division 02	Existing Conditions			1.51%	\$ 6,597.25
Division 03	Concrete			1.14%	\$ 5,000.00
Division 04	Masonry			0.00%	\$ -
Division 05	Metals			0.14%	\$ 599.75
Division 06	Wood, Plastics, and Composites			8.22%	\$ 35,995.00
Division 07	Thermal and Moisture Protection			3.64%	\$ 15,953.35
Division 08	Openings			6.09%	\$ 26,675.00
Division 09	Finishes			11.09%	\$ 48,579.75
Division 10	Specialties			1.77%	\$ 7,755.00
Division 11	Equipment			0.00%	\$ -
Division 12	Furnishings			1.77%	\$ 7,755.00
Division 13	Special Construction			0.00%	\$ -
Division 14	Conveying Equipment			0.00%	\$ -
Division 20	Mechanical Commissioning			0.00%	\$ -
Division 21	Fire Suppression			0.00%	\$ -
Division 22	Plumbing			17.13%	\$ 75,000.00
Division 23	Heating, Ventilating, and Air Conditioning			13.15%	\$ 57,576.00
Division 25	Integrated Automation			0.00%	\$ -
Division 26	Electrical			18.29%	\$ 80,122.75
Division 27	Communications			3.15%	\$ 13,794.25
Division 28	Electronic Safety and Security			0.00%	\$ -
Division 31	Earthwork			0.00%	\$ -
Division 32	Exterior Improvements			0.00%	\$ -
Division 33	Utilities			0.00%	\$ -
MATERIALS & LABOR COST					\$ 437,953.10
	Contractor Taxes, Bonds, & Insurance	2.30%	percentage		\$ 10,072.92
	Contractor Overhead & Profit	9.00%	percentage		\$ 39,415.78
	Permits	1.20%	percentage	\$ - \$ -	\$ 5,255.44
	Design Contingency	10.00%	percentage		\$ 43,795.31
	Escalation (<i>estimated 6.0% annual = 0.5% monthly</i>)	7.7	months	0.50%	\$ 16,969.05
ESTIMATED CONTRACT COST					\$ 553,461.60
	Washington State Sales Tax	7.90%	percentage		\$ 43,723.47
ESTIMATED CONTRACT COST + SALES TAX					\$ 597,185.07

Estimate Detail

Division	Specification	Item	Quan.	Unit	Unit Cost	Extended Cost	Division Total
01 GENERAL REQUIREMENTS							\$ 56,550.00
01 31 00		Supervision - Superintendant & support (shared/part-time)	6.0	month	\$ 5,000.00	\$ 30,000.00	
01 50 00		Field Office Rental	6.0	month	\$ 500.00	\$ 3,000.00	
		Temp Utility Hookup & Usage	6.0	month	\$ 500.00	\$ 3,000.00	
		Temp Sanitation Facilities	6.0	month	\$ 250.00	\$ 1,500.00	
		Temp Enclosures, Heat, & Weather Protection	6.0	month	\$ 1,000.00	\$ 6,000.00	
		Temp Construction Fencing	250	LF	\$ 5.00	\$ 1,250.00	
		Temp Gates	1	EA	\$ 1,000.00	\$ 1,000.00	
01 73 00		Small Tools, Rental and Hoisting Equipment	6.0	month	\$ 750.00	\$ 4,500.00	
		Daily & Final Clean-up	6.0	month	\$ 350.00	\$ 2,100.00	
		Dumpster - Disposal Costs	6.0	month	\$ 450.00	\$ 2,700.00	
01 77 00		Project Closeout	1	LS	\$ 1,000.00	\$ 1,000.00	
		Punch List, Warranty, Site Closeout	1	LS	\$ 500.00	\$ 500.00	
02 EXISTING CONDITIONS							\$ 6,597.25
02 41 00		Selective Demolition	2,399	SF	\$ 2.75	\$ 6,597.25	
03 Concrete							\$ 5,000.00
03 30 00		Cast-in-place Concrete - repair	1	LOT	\$ 5,000.00	\$ 5,000.00	
04 Masonry							\$ -
04 22 00		NOT USED	-	SF	\$ 47.75	\$ -	
05 Metals							\$ 599.75
05 50 00		Metal Fabrications (anchors etc.)	2,399	LOT	\$ 0.25	\$ 599.75	
06 Wood, Plastics, and Composites							\$ 35,995.00
06 10 00		Rough Carpentry (Undefined & GC Labor)	2,399	SF	\$ 1.25	\$ 2,998.75	
06 10 00		Rough Carpentry - wall, ceiling, soffit framing	2,399	SF	\$ 3.75	\$ 8,996.25	
06 20 00		Interior Finish Carpentry	1	LOT	\$ 12,750.00	\$ 12,750.00	
06 40 23		New Casework	25	LF	\$ 450.00	\$ 11,250.00	
07 Thermal and Moisture Protection							\$ 15,953.35
07 21 16		Blanket Insulation	2,399	SF	\$ 3.75	\$ 8,996.25	
07 21 29		Spray Insulation	2,399	SF	\$ 1.25	\$ 2,998.75	
07 22 16		Roof Board Insulation	-	SF	\$ 6.75	\$ -	
07 26 00		Vapor Retarders	2,399	SF	\$ 0.90	\$ 2,159.10	
07 27 00		Weather Barriers	0	SF	\$ 3.00	\$ -	
07 42 93		Metal Roof & Wall Panel	-	SF	\$ 18.50	\$ -	
07 92 00		Joint Sealant	2,399	SF	\$ 0.75	\$ 1,799.25	
08 Openings							\$ 26,675.00
08 11 13		Hollow Metal Doors & Frames	3	EA	\$ 975.00	\$ 2,925.00	
08 14 00		Wood Doors	3	EA	\$ 1,975.00	\$ 5,925.00	
08 41 13		Alum-Framed Storefront Entry doors	2	EA	\$ 3,175.00	\$ 6,350.00	
08 52 00		Wood Windows	-	EA	\$ 45.00	\$ -	
08 71 10		Door Hardware	3	EA	\$ 575.00	\$ 1,725.00	
08 80 00		Storefront System Exterior	150	SF	\$ 65.00	\$ 9,750.00	
09 Finishes							\$ 48,579.75
09 29 00		Gypsum Board Systems (Walls & ceilings)	2,399	SF	\$ 7.75	\$ 18,592.25	
09 65 13		Floor finishes	2,399	LF	\$ 8.75	\$ 20,991.25	
09 91 00		Painting & Sealants (Interiors)	2,399	SF	\$ 3.75	\$ 8,996.25	

Project Name: *J.C. Barron Mill Feasibility Study*
 Project Number: *23104*

Conceptual Estimate
Ground Floor Main Mill Interior Improvements

Design West Architects
 7/11/2024 12:32

General Information

Project Scope	SF	
Exterior Envelope	23,086	Renovation
Interior Renovation - Ground Floor - Flat House	2,399	Renovation
Interior Renovation - Ground Floor - Main Mill	4,541	Renovation
Interior Renovation - Other Floors	13,460	Renovation
Site Development	26,685	Site work

Project Schedule
 Anticipated Construction Duration = **6** Months
 Anticipated NTP / Duration / Complete Dates = 3/1/2025 8/28/2025

Estimate Summary

Division	Title	Quan.	Unit	Category % by Division	Division Total
Division 01	General Requirements			10.01%	\$ 56,550.00
Division 02	Existing Conditions			2.21%	\$ 12,487.75
Division 03	Concrete			0.89%	\$ 5,000.00
Division 04	Masonry			0.00%	\$ -
Division 05	Metals			0.20%	\$ 1,135.25
Division 06	Wood, Plastics, and Composites			8.27%	\$ 46,705.00
Division 07	Thermal and Moisture Protection			5.35%	\$ 30,197.65
Division 08	Openings			5.62%	\$ 31,725.00
Division 09	Finishes			16.28%	\$ 91,955.25
Division 10	Specialties			1.37%	\$ 7,755.00
Division 11	Equipment			0.00%	\$ -
Division 12	Furnishings			1.37%	\$ 7,755.00
Division 13	Special Construction			0.00%	\$ -
Division 14	Conveying Equipment			0.00%	\$ -
Division 20	Mechanical Commissioning			0.00%	\$ -
Division 21	Fire Suppression			0.00%	\$ -
Division 22	Plumbing			0.00%	\$ -
Division 23	Heating, Ventilating, and Air Conditioning			19.29%	\$ 108,984.00
Division 25	Integrated Automation			0.00%	\$ -
Division 26	Electrical			24.52%	\$ 138,492.25
Division 27	Communications			4.62%	\$ 26,110.75
Division 28	Electronic Safety and Security			0.00%	\$ -
Division 31	Earthwork			0.00%	\$ -
Division 32	Exterior Improvements			0.00%	\$ -
Division 33	Utilities			0.00%	\$ -
MATERIALS & LABOR COST					\$ 564,852.90
	Contractor Taxes, Bonds, & Insurance	2.30%	percentage		\$ 12,991.62
	Contractor Overhead & Profit	9.00%	percentage		\$ 50,836.76
	Permits	1.20%	percentage	\$ - \$ -	\$ 6,778.23
	Design Contingency	10.00%	percentage		\$ 56,485.29
	Escalation (<i>estimated 6.0% annual = 0.5% monthly</i>)	7.7	months	0.50%	\$ 21,885.95
ESTIMATED CONTRACT COST					\$ 713,830.75
	Washington State Sales Tax	7.90%	percentage		\$ 56,392.63
ESTIMATED CONTRACT COST + SALES TAX					\$ 770,223.38

Estimate Detail

Division	Specification	Item	Quan.	Unit	Unit Cost	Extended Cost	Division Total
01 GENERAL REQUIREMENTS							\$ 56,550.00
01 31 00		Supervision - Superintendant & support (shared/part-time)	6.0	month	\$ 5,000.00	\$ 30,000.00	
01 50 00		Field Office Rental	6.0	month	\$ 500.00	\$ 3,000.00	
		Temp Utility Hookup & Usage	6.0	month	\$ 500.00	\$ 3,000.00	
		Temp Sanitation Facilities	6.0	month	\$ 250.00	\$ 1,500.00	
		Temp Enclosures, Heat, & Weather Protection	6.0	month	\$ 1,000.00	\$ 6,000.00	
		Temp Construction Fencing	250	LF	\$ 5.00	\$ 1,250.00	
		Temp Gates	1	EA	\$ 1,000.00	\$ 1,000.00	
01 73 00		Small Tools, Rental and Hoisting Equipment	6.0	month	\$ 750.00	\$ 4,500.00	
		Daily & Final Clean-up	6.0	month	\$ 350.00	\$ 2,100.00	
		Dumpster - Disposal Costs	6.0	month	\$ 450.00	\$ 2,700.00	
01 77 00		Project Closeout	1	LS	\$ 1,000.00	\$ 1,000.00	
		Punch List, Warranty, Site Closeout	1	LS	\$ 500.00	\$ 500.00	
02 EXISTING CONDITIONS							\$ 12,487.75
02 41 00		Selective Demolition	4,541	SF	\$ 2.75	\$ 12,487.75	
03 Concrete							\$ 5,000.00
03 30 00		Cast-in-place Concrete - repair	1	LOT	\$ 5,000.00	\$ 5,000.00	
04 Masonry							\$ -
04 22 00		NOT USED	-	SF	\$ 47.75	\$ -	
05 Metals							\$ 1,135.25
05 50 00		Metal Fabrications (anchors etc.)	4,541	LOT	\$ 0.25	\$ 1,135.25	
06 Wood, Plastics, and Composites							\$ 46,705.00
06 10 00		Rough Carpentry (Undefined & GC Labor)	4,541	SF	\$ 1.25	\$ 5,676.25	
06 10 00		Rough Carpentry - wall, ceiling, soffit framing	4,541	SF	\$ 3.75	\$ 17,028.75	
06 20 00		Interior Finish Carpentry	1	LOT	\$ 12,750.00	\$ 12,750.00	
06 40 23		New Casework	25	LF	\$ 450.00	\$ 11,250.00	
07 Thermal and Moisture Protection							\$ 30,197.65
07 21 16		Blanket Insulation	4,541	SF	\$ 3.75	\$ 17,028.75	
07 21 29		Spray Insulation	4,541	SF	\$ 1.25	\$ 5,676.25	
07 22 16		Roof Board Insulation	-	SF	\$ 6.75	\$ -	
07 26 00		Vapor Retarders	4,541	SF	\$ 0.90	\$ 4,086.90	
07 27 00		Weather Barriers	0	SF	\$ 3.00	\$ -	
07 42 93		Metal Roof & Wall Panel	-	SF	\$ 18.50	\$ -	
07 92 00		Joint Sealant	4,541	SF	\$ 0.75	\$ 3,405.75	
08 Openings							\$ 31,725.00
08 11 13		Hollow Metal Doors & Frames	9	EA	\$ 975.00	\$ 8,775.00	
08 14 00		Wood Doors	9	EA	\$ 1,975.00	\$ 17,775.00	
08 41 13		Alum-Framed Storefront Entry doors	-	EA	\$ 3,175.00	\$ -	
08 52 00		Wood Windows	-	EA	\$ 45.00	\$ -	
08 71 10		Door Hardware	9	EA	\$ 575.00	\$ 5,175.00	
08 80 00		Storefront System Exterior	-	SF	\$ 65.00	\$ -	
09 Finishes							\$ 91,955.25
09 29 00		Gypsum Board Systems (Walls & ceilings)	4,541	SF	\$ 7.75	\$ 35,192.75	
09 65 13		Floor finishes	4,541	LF	\$ 8.75	\$ 39,733.75	
09 91 00		Painting & Sealants (Interiors)	4,541	SF	\$ 3.75	\$ 17,028.75	

Project Name: *J.C. Barron Mill Feasibility Study*
 Project Number: *23104*

Conceptual Estimate
Other Floors Interior Improvements

Design West Architects

7/11/2024 12:32

General Information

Project Scope	SF	
Exterior Envelope	23,086	Renovation
Interior Renovation - Ground Floor - Flat House	2,399	Renovation
Interior Renovation - Ground Floor - Main Mill	4,541	Renovation
Interior Renovation - Other Floors	13,460	Renovation
Site Development	26,685	Site work

Project Schedule
 Anticipated Construction Duration = **6** Months
 Anticipated NTP / Duration / Complete Dates = 3/1/2026 8/28/2026

Estimate Summary

Division	Title	Quan.	Unit	Category	% by Division	Division Total
Division 01	General Requirements				3.98%	\$ 56,550.00
Division 02	Existing Conditions				2.61%	\$ 37,015.00
Division 03	Concrete				0.35%	\$ 5,000.00
Division 04	Masonry				0.00%	\$ -
Division 05	Metals				0.24%	\$ 3,365.00
Division 06	Wood, Plastics, and Composites				6.43%	\$ 91,300.00
Division 07	Thermal and Moisture Protection				6.30%	\$ 89,509.00
Division 08	Openings				4.47%	\$ 63,450.00
Division 09	Finishes				19.19%	\$ 272,565.00
Division 10	Specialties				0.25%	\$ 3,575.00
Division 11	Equipment				0.00%	\$ -
Division 12	Furnishings				0.39%	\$ 5,575.00
Division 13	Special Construction				0.00%	\$ -
Division 14	Conveying Equipment				0.00%	\$ -
Division 20	Mechanical Commissioning				0.00%	\$ -
Division 21	Fire Suppression				0.00%	\$ -
Division 22	Plumbing				1.76%	\$ 25,000.00
Division 23	Heating, Ventilating, and Air Conditioning				22.75%	\$ 323,040.00
Division 25	Integrated Automation				0.00%	\$ -
Division 26	Electrical				25.83%	\$ 366,785.00
Division 27	Communications				5.45%	\$ 77,395.00
Division 28	Electronic Safety and Security				0.00%	\$ -
Division 31	Earthwork				0.00%	\$ -
Division 32	Exterior Improvements				0.00%	\$ -
Division 33	Utilities				0.00%	\$ -
MATERIALS & LABOR COST						\$ 1,420,124.00
	Contractor Taxes, Bonds, & Insurance	2.30%	percentage			\$ 32,662.85
	Contractor Overhead & Profit	9.00%	percentage			\$ 127,811.16
	Permits	1.20%	percentage	\$ -	\$ -	\$ 17,041.49
	Design Contingency	10.00%	percentage			\$ 142,012.40
	Escalation (<i>estimated 6.0% annual = 0.5% monthly</i>)	19.9	months	0.50%	9.96%	\$ 141,415.40
ESTIMATED CONTRACT COST						\$ 1,881,067.30
	Washington State Sales Tax	7.90%	percentage			\$ 148,604.32
ESTIMATED CONTRACT COST + SALES TAX						\$ 2,029,671.61

Estimate Detail

Division	Specification	Item	Quan.	Unit	Unit Cost	Extended Cost	Division Total
01 GENERAL REQUIREMENTS							\$ 56,550.00
01 31 00		Supervision - Superintendent & support (shared/part-time)	6.0	month	\$ 5,000.00	\$ 30,000.00	
01 50 00		Field Office Rental	6.0	month	\$ 500.00	\$ 3,000.00	
		Temp Utility Hookup & Usage	6.0	month	\$ 500.00	\$ 3,000.00	
		Temp Sanitation Facilities	6.0	month	\$ 250.00	\$ 1,500.00	
		Temp Enclosures, Heat, & Weather Protection	6.0	month	\$ 1,000.00	\$ 6,000.00	
		Temp Construction Fencing	250	LF	\$ 5.00	\$ 1,250.00	
		Temp Gates	1	EA	\$ 1,000.00	\$ 1,000.00	
01 73 00		Small Tools, Rental and Hoisting Equipment	6.0	month	\$ 750.00	\$ 4,500.00	
		Daily & Final Clean-up	6.0	month	\$ 350.00	\$ 2,100.00	
		Dumpster - Disposal Costs	6.0	month	\$ 450.00	\$ 2,700.00	
01 77 00		Project Closeout	1	LS	\$ 1,000.00	\$ 1,000.00	
		Punch List, Warranty, Site Closeout	1	LS	\$ 500.00	\$ 500.00	
02 EXISTING CONDITIONS							\$ 37,015.00
02 41 00		Selective Demolition	13,460	SF	\$ 2.75	\$ 37,015.00	
03 Concrete							\$ 5,000.00
03 30 00		Cast-in-place Concrete - repair	1	LOT	\$ 5,000.00	\$ 5,000.00	
04 Masonry							\$ -
04 22 00		NOT USED	-	SF	\$ 47.75	\$ -	
05 Metals							\$ 3,365.00
05 50 00		Metal Fabrications (anchors etc.)	13,460	LOT	\$ 0.25	\$ 3,365.00	
06 Wood, Plastics, and Composites							\$ 91,300.00
06 10 00		Rough Carpentry (Undefined & GC Labor)	13,460	SF	\$ 1.25	\$ 16,825.00	
06 10 00		Rough Carpentry - wall, ceiling, soffit framing	13,460	SF	\$ 3.75	\$ 50,475.00	
06 20 00		Interior Finish Carpentry	1	LOT	\$ 12,750.00	\$ 12,750.00	
06 40 23		New Casework	25	LF	\$ 450.00	\$ 11,250.00	
07 Thermal and Moisture Protection							\$ 89,509.00
07 21 16		Blanket Insulation	13,460	SF	\$ 3.75	\$ 50,475.00	
07 21 29		Spray Insulation	13,460	SF	\$ 1.25	\$ 16,825.00	
07 22 16		Roof Board Insulation	-	SF	\$ 6.75	\$ -	
07 26 00		Vapor Retarders	13,460	SF	\$ 0.90	\$ 12,114.00	
07 27 00		Weather Barriers	0	SF	\$ 3.00	\$ -	
07 42 93		Metal Roof & Wall Panel	-	SF	\$ 18.50	\$ -	
07 92 00		Joint Sealant	13,460	SF	\$ 0.75	\$ 10,095.00	
08 Openings							\$ 63,450.00
08 11 13		Hollow Metal Doors & Frames	18	EA	\$ 975.00	\$ 17,550.00	
08 14 00		Wood Doors	18	EA	\$ 1,975.00	\$ 35,550.00	
08 41 13		Alum-Framed Storefront Entry doors	-	EA	\$ 3,175.00	\$ -	
08 52 00		Wood Windows	-	EA	\$ 45.00	\$ -	
08 71 10		Door Hardware	18	EA	\$ 575.00	\$ 10,350.00	
08 80 00		Storefront System Exterior	-	SF	\$ 65.00	\$ -	
09 Finishes							\$ 272,565.00
09 29 00		Gypsum Board Systems (Walls & ceilings)	13,460	SF	\$ 7.75	\$ 104,315.00	
09 65 13		Floor finishes	13,460	LF	\$ 8.75	\$ 117,775.00	
09 91 00		Painting & Sealants (Interiors)	13,460	SF	\$ 3.75	\$ 50,475.00	
10 Specialties							\$ 3,575.00
10 28 00		Toilet accessories, signage, accessories	1	LOT	\$ 3,575.00	\$ 3,575.00	
11 Equipment							\$ -
11 52 13		NOT USED	-	0	\$ -	\$ -	
12 Furnishings							\$ 5,575.00
12 00 00		Furnishings & window coverings	1	LOT	\$ 5,575.00	\$ 5,575.00	
13 Special Construction							\$ -
13 00 00		NOT USED	-		\$ -	\$ -	
14 Conveying Equipment							\$ -
14 00 00		NOT USED	-		\$ -	\$ -	
20 Mechanical Commissioning							\$ -
20 00 00		NOT USED	-	0	\$ -	\$ -	

21 Fire Suppression									\$ -
21 10 00	Fire Suppression Systems	-	SF	\$	-	\$	-		
22 Plumbing									\$ 25,000.00
22 00 00	Plumbing piping (per fixture)	4	EA	\$	1,500.00	\$	6,000.00		
22 00 00	Plumbing (per fixture)	4	EA	\$	4,750.00	\$	19,000.00		
23 Heating, Ventilating, and Air Conditioning									\$ 323,040.00
23 00 00	HVAC (building addition only - unit heaters & exhaust fan)	13,460	EA	\$	24.00	\$	323,040.00		
25 Integrated Automation									\$ -
25 00 00	NOT USED	-	EA	\$	-	\$	-		
26 Electrical									\$ 366,785.00
26 00 00	Primary power revisions	0	LOT	\$	14,750.00	\$	-		
	Power	13,460	SF	\$	9.50	\$	127,870.00		
	Lighting	13,460	SF	\$	17.75	\$	238,915.00		
27 Communications									\$ 77,395.00
27 00 00	Telecomm system	13,460	SF	\$	5.75	\$	77,395.00		
28 Electronic Safety and Security									\$ -
28 00 00	NOT USED	-	LS	\$	-	\$	-		
31 Earthwork									\$ -
31 00 00	Excavating & backfill	-	SF	\$	-	\$	-		
32 Exterior Improvements									\$ -
32 00 00	Paving patching and put-back	-	LOT	\$	-	\$	-		
33 Utilities									\$ -
33 00 00	Site sub-contractor mobilization	-	LS	\$	-	\$	-		
33 00 00	Water connections	-	LS	\$	-	\$	-		

Project Name: *J.C. Barron Mill Feasibility Study*
 Project Number: *23104*

**Conceptual Estimate
 Site Development**

Design West Architects

7/11/2024 12:32

General Information

Project Scope	SF	
Exterior Envelope	23,086	Renovation
Interior Renovation - Ground Floor - Flat House	2,399	Renovation
Interior Renovation - Ground Floor - Main Mill	4,541	Renovation
Interior Renovation - Other Floors	13,460	Renovation
Site Development	26,685	Site work
Project Schedule		
Anticipated Construction Duration =	5	Months
Anticipated NTP / Duration / Complete Dates =	6/1/2025	10/29/2025

Estimate Summary

Division	Title	Quan.	Unit	Category	% by Division	Division Total
Division 01	General Requirements				6.89%	\$ 44,000.00
Division 02	Existing Conditions				2.09%	\$ 13,342.50
Division 03	Concrete				3.91%	\$ 25,000.00
Division 04	Masonry				0.00%	\$ -
Division 05	Metals				0.00%	\$ -
Division 06	Wood, Plastics, and Composites				0.00%	\$ -
Division 07	Thermal and Moisture Protection				0.00%	\$ -
Division 08	Openings				0.00%	\$ -
Division 09	Finishes				0.90%	\$ 5,750.00
Division 10	Specialties				3.91%	\$ 25,000.00
Division 11	Equipment				0.00%	\$ -
Division 12	Furnishings				0.00%	\$ -
Division 13	Special Construction				0.00%	\$ -
Division 14	Conveying Equipment				0.00%	\$ -
Division 20	Mechanical Commissioning				0.00%	\$ -
Division 21	Fire Suppression				3.76%	\$ 24,000.00
Division 22	Plumbing				0.00%	\$ -
Division 23	Heating, Ventilating, and Air Conditioning				0.00%	\$ -
Division 25	Integrated Automation				0.00%	\$ -
Division 26	Electrical				5.60%	\$ 35,750.00
Division 27	Communications				0.00%	\$ -
Division 28	Electronic Safety and Security				0.00%	\$ -
Division 31	Earthwork				11.49%	\$ 73,383.75
Division 32	Exterior Improvements				56.76%	\$ 362,568.75
Division 33	Utilities				4.70%	\$ 30,000.00
MATERIALS & LABOR COST						\$ 638,795.00
	Contractor Taxes, Bonds, & Insurance	2.30%	percentage			\$ 14,692.29
	Contractor Overhead & Profit	9.00%	percentage			\$ 57,491.55
	Permits	1.20%	percentage	\$ -	\$ -	\$ 7,665.54
	Design Contingency	10.00%	percentage			\$ 63,879.50
	Escalation (<i>estimated 6.0% annual = 0.5% monthly</i>)	10.8	months	0.50%	5.41%	\$ 34,545.79
ESTIMATED CONTRACT COST						\$ 817,069.66
	Washington State Sales Tax	7.90%	percentage			\$ 64,548.50

Estimate Detail							
Division	Specification	Item	Quan.	Unit	Unit Cost	Extended Cost	Division Total
01 GENERAL REQUIREMENTS							\$ 44,000.00
01 31 00		Supervision - Superintendant & support (shared/part-time)	5.0	month	\$ 5,000.00	\$ 25,000.00	
01 50 00		Field Office Rental	5.0	month	\$ 500.00	\$ 2,500.00	
		Temp Utility Hookup & Usage	5.0	month	\$ 500.00	\$ 2,500.00	
		Temp Sanitation Facilities	5.0	month	\$ 250.00	\$ 1,250.00	
		Temp Enclosures, Heat, & Weather Protection	-	month	\$ 1,000.00	\$ -	
		Temp Construction Fencing	500	LF	\$ 5.00	\$ 2,500.00	
		Temp Gates	1	EA	\$ 1,000.00	\$ 1,000.00	
01 73 00		Small Tools, Rental and Hoisting Equipment	5.0	month	\$ 750.00	\$ 3,750.00	
		Daily & Final Clean-up	5.0	month	\$ 350.00	\$ 1,750.00	
		Dumpster - Disposal Costs	5.0	month	\$ 450.00	\$ 2,250.00	
01 77 00		Project Closeout	1	LS	\$ 1,000.00	\$ 1,000.00	
		Punch List, Warranty, Site Closeout	1	LS	\$ 500.00	\$ 500.00	
02 EXISTING CONDITIONS							\$ 13,342.50
02 41 00		Selective Demolition	26,685	SF	\$ 0.50	\$ 13,342.50	
03 Concrete							\$ 25,000.00
03 30 00		Cast-in-place Concrete (see also division 32)	1	LOT	\$ 25,000.00	\$ 25,000.00	
04 Masonry							\$ -
04 22 00		NOT USED	-		\$ -	\$ -	
05 Metals							\$ -
05 50 00		NOT USED	-		\$ -	\$ -	
06 Wood, Plastics, and Composites							\$ -
06 10 00		NOT USED	-		\$ -	\$ -	
07 Thermal and Moisture Protection							\$ -
07 21 16		NOT USED	-		\$ -	\$ -	
08 Openings							\$ -
08 11 13		NOT USED	-		\$ -	\$ -	
09 Finishes							\$ 5,750.00
09 91 00		Painting & Sealants (parking lot striping)	1	LOT	\$ 5,750.00	\$ 5,750.00	
10 Specialties							\$ 25,000.00
10 14 00		Exterior signage (including main building signage)	1	LOT	\$ 25,000.00	\$ 25,000.00	
11 Equipment							\$ -
11 52 13		NOT USED	-		\$ -	\$ -	
12 Furnishings							\$ -
12 00 00		NOT USED	-		\$ -	\$ -	
13 Special Construction							\$ -
13 00 00		NOT USED	-		\$ -	\$ -	
14 Conveying Equipment							\$ -
14 00 00		NOT USED	-		\$ -	\$ -	
20 Mechanical Commissioning							\$ -
20 00 00		NOT USED	-		\$ -	\$ -	
21 Fire Suppression							\$ 24,000.00
21 10 00		Fire Hydrants	2	EA	\$ 12,000.00	\$ 24,000.00	
22 Plumbing							\$ -
22 00 00		NOT USED	-		\$ -	\$ -	
23 Heating, Ventilating, and Air Conditioning							\$ -
23 00 00		NOT USED	-		\$ -	\$ -	
25 Integrated Automation							\$ -
25 00 00		NOT USED	-		\$ -	\$ -	
26 Electrical							\$ 35,750.00

26 00 00	Lighting (exterior pole mount fixtures)	7	EA	\$	4,750.00	\$	33,250.00	
	Power (miscellaneous convenience power)	1	LOT	\$	2,500.00	\$	2,500.00	
27	Communications							\$ -
27 00 00	NOT USED	-	LS	\$	-	\$	-	
28	Electronic Safety and Security							\$ -
28 00 00	NOT USED	-	LS	\$	-	\$	-	
31	Earthwork							\$ 73,383.75
31 00 00	Excavating & backfill	26,685	SF	\$	2.75	\$	73,383.75	
32	Exterior Improvements							\$ 362,568.75
32 00 00	Street frontage improvements in ROW	140	LF	\$	875.00	\$	122,500.00	
32 00 00	Paving, curbs & parking improvements	5,000	SF	\$	19.75	\$	98,750.00	
32 00 00	Entry walks, stairs, ramps and plaza	2,500	SF	\$	27.75	\$	69,375.00	
32 00 00	Landscaping improvements (north lot)	19,185	SF	\$	3.75	\$	71,943.75	
33	Utilities							\$ 30,000.00
33 00 00	Site sub-contractor mobilization	1	LS	\$	5,000.00	\$	5,000.00	
33 00 00	Water & sewer connections (to be verified)	1	LS	\$	25,000.00	\$	25,000.00	



April 26, 2024
File: PU24114A

Ms. MaryJane Butters
The Gristmill, LLC
208.874.7734
MaryJane@paradisefarmorganics.com

RE: **Phase I Environmental Site Assessment**
Historic Flour Mill Property
Corner of First and Jackson Streets
Oakesdale, Washington

Greetings, MaryJane:

GeoProfessional Innovation Corporation (GPI) is pleased to provide this Phase I Environmental Site Assessment (ESA) for the historic flour mill located at the corner of First and Jackson Streets in Oakesdale, Washington. GPI accomplished our scope of services, referencing ASTM E1527-21 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* and our authorized proposal dated March 22, 2024.

Based on our Phase I ESA findings and our historical research, the west side of the site's mill building is located adjacent to a railroad spur that traversed along the west property boundary. The main line Northern Pacific Railroad right-of-way (ROW) is also located approximately 50 feet west of the mill building. The spur and the main railroad lines were utilized by coal-fueled locomotives for over 60 years from the late 1800's through the 1950's. There are also historic coal storage sheds that are shown on historic fire insurance maps and visible on historic aerial photographs along the side of the railroad spur that appears to overlap the site boundary on the south half of the site.

The presence of the spur and the coal sheds located at the site for several decades indicate the possible presence of burnt cinders and clinkers in the near surface soil along the west property boundary. The historic use of the site's railroad spur and the adjoining railroad ROWs represents a REC at the site. GPI recommends screening the near surface soil with an X-ray fluorescence (XRF) machine to evaluate the near surface soil for heavy metals.

This report is for the exclusive use of Ms. MaryJane Butters and The Gristmill, LLC. We do not authorize its use to other parties without the express written permission of Ms. Butters and GPI. Subject to the terms, this evaluation reflects only conditions reported and/or observed at the site at the time of this evaluation. This acknowledgement is in lieu of any express or implied warranties. We appreciate the opportunity to work with you on this project. Please contact us if you have any questions or comments.

Sincerely,
GPI



Josh Kannenberg, L.G.
Environmental Services Manager



Travis J. Wambeke, P.E.
Principal Engineer

TJW/mg

Phase I Environmental Site Assessment

Historic Flour Mill
Corner of First and Jackson Streets
Oakesdale, Washington

PREPARED FOR:

Ms. MaryJane Butters
The Gristmill, LLC
208.874.7734
MaryJane@paradisefarmorganics.com



PREPARED BY:

GPI
6 O'Donnell Rd.
Pullman, WA 99163
509.339.2000

Report Date:

Environmental Site Assessment Applicable under ASTM E1527-21 through September 11, 2024

TABLE OF CONTENTS

INTRODUCTION 1
 Purpose 1
 Assumptions 1
 Scope Limitations and ASTM Exceptions..... 1
 Reliance..... 2
SITE DESCRIPTION 2
 Adjoining Properties..... 2
USER PROVIDED INFORMATION 2
 Environmental Liens or Activity and Use Limitations..... 2
 Specialized Knowledge 2
 Commonly Known or Reasonably Ascertainable Information 2
 Valuation Reduction for Environmental Issues 3
 Reason for Performing Phase I ESA 3
RECORDS REVIEW 3
 Federal, State, and Tribal Databases 3
 Lohman Property..... 5
 Larry’s Service 5
 Local Agency Inquiries 5
 Building, Planning, and Zoning 5
 Washington Department of Ecology..... 5
 Fire Department..... 5
PHYSICAL SETTING 6
HISTORICAL USE INFORMATION 6
 Historical Topographic Maps..... 6
 Historical Aerial Photographs..... 6
 Historical City Directories 7
 Historical Fire Insurance Maps 7
 Title Search 8
 Environmental Liens and Activity Use Limitations..... 9
 Historical Interviews..... 9
 Prior Report Review 9
 Site Use Summary 9
 Data Gaps 10
SITE RECONNAISSANCE 10
 General Site Information 10
 Site Occupant and Operation Description..... 10
 Site Observations 10
VAPOR ENCROACHMENT SCREENING 11
FINDINGS..... 12
CONCLUSIONS..... 12
ENVIRONMENTAL PROFESSIONAL QUALIFICATIONS..... 12
REFERENCES 13

Phase I Environmental Site Assessment

Historic Flour Mill
Corner of First and Jackson Streets
Oakesdale, Washington

INTRODUCTION

Purpose

GeoProfessional Innovation Corporation (GPI) is providing this authorized Phase I Environmental Site Assessment (ESA) for the historic flour mill located at the corner of First and Jackson Streets in Oakesdale, Washington. We performed the Phase I ESA referencing our proposal dated March 22, 2024 and the ASTM E1527-21 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*.

The Phase I ESA's purpose is to provide information regarding the potential for *recognized environmental conditions* (RECs), *controlled recognized environmental conditions* (CRECs), and/or *historical recognized environmental conditions* (HRECs) to exist on the site or properties within the *Approximate Minimum Search Distance* (AMSD) to contribute RECs to the site. This purpose was undertaken through a regulatory database review, historical and physical records review, interviews (including local government inquiries, as applicable), user-provided information, and a visual, non-invasive site and adjoining property reconnaissance.

This report summarizes our physical and historical records review, interviews, and visual site reconnaissance, and presents our opinions. A list of acronyms used in the report is included in Appendix A.

Assumptions

GPI made necessary assumptions to conduct the above scope of services, including:

- ❌ Historic releases of hazardous materials to the environment were reported and noted in the jurisdictional agency files.
- ❌ Hazardous materials were not released to the environment prior to the recording and retention of information.

Scope Limitations and ASTM Exceptions

Our findings related to field observations, historical research, and interviews in this report reflect the site conditions as of the report's published date. This is a historical review and visual surface assessment. Conditions may exist below the ground surface that were not apparent during the site reconnaissance. Information provided to GPI is believed to be reliable; however, GPI cannot warrant or guarantee that the information is complete or accurate. GPI's performance of this ESA is intended to reduce, but not eliminate uncertainty regarding the potential for RECs in connection with the site, and this practice recognizes reasonable limits of time and investment.

Our services consist of professional opinions and recommendations made referencing ASTM E1527-21 and generally accepted environmental assessment practices in the area and at the time of our work. This acknowledgment is in lieu of all express or implied warranties.

Report findings are based upon current site utilization, information derived from the most recent reconnaissance, and from other activities described herein; such information is subject to change. Certain hazardous substance or petroleum product indicators may have been latent, inaccessible, unobservable, or not present during our reconnaissance and may subsequently become observable. That release was remediated and monitored and is closed. However, the property is immediately down gradient of the release.

Reliance

This report is prepared for the express use of Ms. MaryJane Butters and The Gristmill, LLC and reflects the conditions reported and/or observed at the subject site at the time of the site reconnaissance. GPI does not entitle any third parties (except a governmental entity having jurisdiction over the site) the right to rely upon the information contained in the report unless our express written consent is first obtained. Reliance on the ESA by other parties other than those mentioned above is subject to the terms, conditions, and limitations stated in the proposal, Phase I ESA report, and our Agreement for Services dated March 22, 2024. GPI prohibits utilizing this report to evaluate other sites; and any such use is at that parties' own risk.

SITE DESCRIPTION

The site is identified as Whitman County Parcel Numbers 807100000000193 and 807100000000184. The property includes the current historic J.C. Barron Flour Mill property located at the corner of First and Jackson Streets

Adjoining Properties

Visual observations of adjoining/surrounding properties from site boundaries and readily-accessible public areas are summarized in the following table:

Table 1: Surrounding Property Descriptions

Direction	Description
North	Jackson Street, residential properties, and McCoy Creek
South	Bartlet Street and current railroad line
East	Undeveloped land, McCoy Creek, and residential property
West	Current Northern Pacific Railroad (NPRR) main line, First Street, and commercial development

The former railroad spur located immediately west of the mill building structure, the proximity to the main line of the NPRR, and their historic use are important to this property and are discussed in the historic review section of this report.

USER PROVIDED INFORMATION

GPI provided a User Questionnaire, as outlined in ASTM E1527-21, to Ms. Butters. We summarize the responses in the following sections. A copy of the User Questionnaire is provided in Appendix B.

Environmental Liens or Activity and Use Limitations

Ms. Butters was not aware of any environmental liens or use restrictions filed or in place at the site.

Specialized Knowledge

Ms. Butters does not have specialized knowledge of the property.

Commonly Known or Reasonably Ascertainable Information

Ms. Butters has partial historic knowledge of the flour mill's timeline of construction and operation, but was not aware of other commonly known information specific to the property.

Valuation Reduction for Environmental Issues

Ms. Butters indicated the site's purchase price is not applicable for this assessment.

Reason for Performing Phase I ESA

Ms. Butters explained the Phase I ESA is being performed to provide knowledge to potential future owners.

RECORDS REVIEW

United States Environmental Protection Agency (EPA) and Washington Department of Ecology (DOE) database information was provided by Envirosite, a contract information services company. Information in this section is subject to the accuracy of the data provided and the dates the information was updated. The scope herein did not include locating facilities listed as "orphan" or "unmappable," unless it was readily identifiable by the information provided.

Federal, State, and Tribal Databases

Listed below are the names and number of facilities identified on federal, state, and tribal databases within the indicated search areas. Database definitions, descriptions, and a listing of the databases searched are included in the Envirosite Database Report in Appendix C.

Table 2: Database Resources

Database	Description	Search Distance (Miles)	Facilities
Federal (USEPA databases)			
NPL	The National Priorities List (NPL)	1.0	0
Delisted NPL	USEPA Delisted NPL database	0.5	0
CERCLIS/ NFRAP	The Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS) database	0.5	0
RCRA CORRACTS/ TSD	Resource Conservation Recovery Act (RCRA) facilities associated with treatment, storage, and disposal (TSD) of hazardous materials that are undergoing “corrective action”	1.0	0
RCRA Non- CORRACTS/ TSD	RCRA Non-CORRACTS/TSD database does not include RCRA facilities where corrective action is required	0.5	0
RCRA Generators	USEPA maintains the RCRA Generators database, which lists facilities that generate hazardous waste as part of their normal business practices	Site and Adjoining	0
ERNS	The Emergency Response Notification System (ERNS)	Site	0
State (Idaho DEQ databases)			
SHWS	The DEQ maintains a database of state hazardous waste sites (SHWS) facilities	0.5	2
SWF	The DEQ maintains a database of Solid Waste Facilities (SWF)	0.5	0
LUST	The DEQ provides a computer-generated database of the Leaking Underground Storage Tanks (LUST)	0.5	2
UST	The DEQ has compiled a database of registered Underground Storage Tanks (UST), which may include the owner and location of the USTs	Site and Adjoining	0
Institutional/ Engineering Controls	The State of Idaho maintains site listings with engineering and institutional controls in place	Site	0
Brownfields	The DEQ is developing a comprehensive statewide inventory of Brownfields sites	0.5	0
ALLSITES	The DEQ keeps an inventory listing of each of the sites of interest to any of their departments	Site	0

The following table summarizes the site-specific information provided by the database and/or gathered by GPI for identified facilities. Additional discussion for selected facilities follows the summary table. In some of the following subsections, the words “higher” and “lower” refer to the topographic elevation in relation to the site; and the words “up-gradient,” “cross-gradient,” and “down-gradient” refer to the potential position of a facility with respect to anticipated hydrogeologic gradient or groundwater flow direction in relation to the site.

Table 3: Site-Specific Information

Facility Name and Location	Estimated Distance/Direction/Topographic Position	Database Listings
Lohman Property, 113 N 1 st St	400 feet South, down-gradient	LUST (closed)
Larry's Service, 107 East Steptoe St	400 feet South, down-gradient	LUST

Lohman Property

The Lohman property entered into a consent order for site cleanup with the Washington Department of Ecology (DOE) due to a January 2007 LUST event. The Washington DOE confirmed soil was reported above cleanup levels and subsequently remediated with no further action required in September of 2011. Based on the no further action (NFA) status and down-gradient position to the site, Lohman Property LUST facility does not represent a REC with respect to the site.

Larry's Service

The Larry's Service facility is listed in the database report due to a November 16, 1992 LUST event. The database listing shows that the site is confirmed with soil and groundwater above cleanup levels and remediation was reportedly started. Updated information on this LUST facility is not provided in the database report. However, given the down-gradient position from the site and the distance of over 500 feet this facility does not represent a REC with respect to the site.

Based on GPI reviewing the records provided by Envirosearch, reviewing DOE's LUST Database, the facilities' distance from the site, and/or hydrogeologic relationship with respect to the site, these facilities do not appear to represent RECs to the site.

Local Agency Inquiries

Building, Planning, and Zoning

GPI submitted a public records request via an online records request form to the City of Oakesdale (City) Clerk's office and Whitman County (County) regarding records for the site. At the issuance of this report, records for the site have not been received from the City or the County. Based on the current and historic use of the site and other available historic sources of information such as aerial photographs, fire insurance maps and city directories, the lack of records from the City does not represent a significant data gap. If records are received by the City at a later date, we will forward the records to you.

Washington Department of Ecology

GPI accessed the Washington DOE website and facilities list of cleanup sites to obtain information that may be material in identifying RECs in connection with the site. No records were identified associated with the site's parcels. The Larry's Service and Lohman Property listings are discussed in the database resources section above.

Fire Department

GPI submitted a public records request to the Whitman County Fire District No. 10 regarding records for the site. At the issuance of this report, we have not received a response from the Fire District.

PHYSICAL SETTING

Table 4 outlines the physical setting information for the site and surrounding area:

Table 4: Site Physical Setting Descriptions

Physical Setting Information for Site and Surrounding Area		Source
Topography (Refer to Plate 1 for an excerpt of the Moscow, Idaho 1975 Topographic Map)		
<i>Approximate Site Elevation:</i>	2,460 feet Above Mean Sea Level	Oakesdale Washington USGS Topographic Map, dated 2020
<i>Surface Runoff/ Topographic Gradient:</i>	South	
<i>Closest Surface Water:</i>	McCoy Creek, approximately 185 feet northeast	
Soil Characteristics		
<i>Soil Type:</i>	Caldwell Silt Loam	Oakesdale, Washington, USDA, Natural Resource Conservation Service Web Soil Survey, NRCS https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx
<i>Description:</i>	Caldwell Silt Loams are comprised of silt loam to 17 to 26 inches in depth and silty clay loam from 26 to 61 inches. They are derived from mixed alluvium and are commonly associated with drainage ways and flood plains.	
Geology/Hydrogeology		
<i>Formation:</i>	Surficial deposits (silt)	Washington Geologic Information Portal
<i>Description:</i>	Pleistocene wind-blown loess dunes and alluvial deposits	
<i>Estimated Depth to First Occurrence of Groundwater:</i>	Approximately 10 feet below ground surface	Well Data, 2012
<i>Hydrogeologic Gradient:</i>	South and east with McCoy Creek	

HISTORICAL USE INFORMATION

Historical Topographic Maps

Readily available USGS historical topographic maps were obtained from EnviroSite and selected maps were reviewed to identify RECs in connection with the site. The only historical map showing the developed structures is from 1964. The site is shown with the historic mill building footprint on the northwest portion of the property. No other features are identifiable on the site. The site is flanked on the east and west by railroad lines. The railroad west of the site is labeled as the Northern Pacific Railroad and the to the east is the Great Northern Railroad. McCoy Creek is also shown to the east and development of several large and small square-shaped structures are shown to the north and south of the site. The more recent maps referenced from 2011 through 2023 do not show specific site or surrounding property features. A copy of the 1964 map is provided at Plate 1.

Historical Aerial Photographs

We reviewed readily available, historical aerial photographs obtained from EnviroSite and Google Earth. A photograph's quality and scale may limit the effectiveness of our evaluation of these aerials. Copies of aerial available photographs from 1953 through 2023 were reviewed. The aerial photographs are included in Appendix C. The following is a summary of the aerial photographs:

Table 5: Photographed Historical Development

Direction	Description
Site	<p>1953-1975: Developed with the existing mill building in the same configuration as observed during the site reconnaissance. The quality and scale of the 1953 image makes it difficult to identify specific features, however the 1961 image is better quality and the locations of the coal storage bins that are depicted on the 1931 fire insurance map correspond to structures shown along the east side of the rail spur in the aerial photograph. Other details of structures are not identifiable.</p> <p>1982-2023: The site is shown with the existing mill building and appears relatively unchanged over the last 40 years. The roof to the dwelling on the south side of the mill building can still be seen in the 2011 photograph but is gone by 2013. The remainder of the site's parcels is covered in grass and has no visible structures.</p>
North	<p>1953-2023: Jackson Street is located immediately north of the mill building along the north property boundary. McCoy Creek and residential development is north of Jackson Street.</p>
East	<p>1953-2023: Historic rail line (Great Northern Railroad) alignment appears visible in the 1953 and 1961 photographs, but is unclear if it is still in use after 1975. McCoy Creek and residential development are farther east.</p>
South	<p>1953-2023: Multiple lumber piles and a few small structures are shown through 1975 along the north side of Bartlet Street. After 1982, the adjoining property to the south is undeveloped with the historic railroad alignments farther southeast.</p>
West	<p>1953-2023: NPRR mainline traverses through First Street and continues northwest across Jackson Street. Commercial development is shown west of First Street.</p>

Historical City Directories

GPI reviewed Envirosearch's City Directory Report, which included listings along Jackson Street from 1993 through 2020. No specific address or listing was identified for the site. The address at 103 Jackson Street was listed with Joseph Barron as an occupant from 1993 through 2006. Listings were not identified along Jackson Street after 2006. City Directory records prior to 1993 were not available.

Historical Fire Insurance Maps

Historical fire insurance maps produced by the Sanborn Map Company were requested from Envirosearch. The following table summarizes the information on the maps. Copies of the Sanborn maps are included in Appendix C.

Table 6: Historical Sanborn Maps

Direction	Description
Site	<p>1893-1899: The site is labeled as the Oakesdale Milling Co. and the Oakesdale Flouring Mill. The 1893 map shows the existing mill building footprint with the office and storage located on the north side of the building. The mill’s powerhouse includes a 60-horsepower engine. The lights are electric and the fuel is listed as wood with a stove in the office. Other features include 2 wells and associated pumps with a 10-foot-tall above groundwater storage tank with a 1,500-gallon capacity. The wheat elevator is labeled with 3 floors above the ground surface and is labeled as 35,000 bushels capacity. The 1st floor is labeled with rollers and packers and a scale. The 2nd floor is labeled with 1 centrifugal reel and 3 purifiers. The 3rd floor shows 10 reels, 2 smutters, 3 calipers and a receiving separator. A railroad spur is shown immediately adjacent to the west side of the mill building. The south parcel on the property is shown with various lumber storage areas on the 1893 map. The 1899 map shows the first coal shed located along the east side of the rail spur on the south portion of the property. The flour and feed warehouse is now shown on the north side of the mill building.</p> <p>1908: 3 separate coal storage bins and scales are shown along the east side of the rail spur. The Madison Lumber company is labeled on the south portion of the site. Lumber storage areas are shown along the roadway to the south.</p> <p>1916: The site’s powerhouse area on the south side of the mill is now shown as a dwelling on the same building footprint. Another well and pump are labeled to the south of the house. An electric substation is located on the west side of the dwelling along the east side of the rail spur. The lumber storage company to the south is now labeled as Standard Lumber.</p> <p>1931: This map shows the same configuration of the mill building and dwelling. 2 coal storage bins remain along the east side of the rail spur shown along the west property boundary. The lumber company is now labeled as Potlatch Lumber.</p>
North	<p>1893-1931: Jackson Street is shown along the north property boundary. The railroad spur and mainline of the NPRR continue northwest across First and Jackson Streets.</p>
East	<p>1893-1931: The space immediately east of the site is shown as mostly open undeveloped space on the maps during this timeline. Front Street is shown further east and the terminus of an electric railroad trestle and wagon bridge are shown traversing an unnamed creek east of Front Street.</p>
South	<p>1893-1931: The property boundary along the south side of the site is difficult to define. Bartlett Street is shown along the south side of the previously noted lumber company’s storage yard that appears to overlap the south portion of the site.</p>
West	<p>1893-1931: The property boundary along the west side of the site is also difficult to define. The main line of the NPRR is located approximately 50 feet west of the mill building’s west edge. From 1908 to 1916, a wagon shop is shown west of the main line tracks. The 1931 map shows this area developed with an oil storage warehouse and partially underground oil tanks.</p>

Title Search

GPI reviewed a commitment for title insurance dated July 1, 2021. The document identified the owner of the property as The Gristmill, LLC, a Washington limited liability company. GPI did not identify evidence of environmental liens or other concerns specifically associated with the site’s parcels. However, the document does reference the adjoining railroad ROWs and easements in the legal description of the site’s parcels. These historic railroad ROWs are discussed in the historic review section of this report and represent a REC at the site.

Environmental Liens and Activity Use Limitations

Ms. Butters did not provide environmental lien records recorded against the site. We reviewed the title insurance document referenced above and did not find evidence of environmental liens associated with the site.

Historical Interviews

GPI interviewed Ms. Butters during the site reconnaissance. She provided access to the site and the mill building. Ms. Butters has owned the property since 1997 and has worked with Mr. Joseph Barron, Jr., whose family historically operated the flour mill. She explained that the mill building was transported via railcar from Pennsylvania circa 1890 to be reconstructed in Oakesdale, Washington. She explained that the mill operated from the early 1900’s for several decades into the 1940’s but was primarily finished producing flour by the 1950’s. Prior to 1907, the mill was powered by steam generated by a wood-fired heat pump. After 1907, the mill was powered by an electric motor. She explained Mr. Barron continued to utilize a portion of the mill for producing flour that was utilized for wall paper adhesive that was manufactured elsewhere, but all operations of the mill building were ceased by about 1962. The mill building has not operated commercially since that time and has primarily been a historic tourist attraction.

Ms. Butters was not aware of prior development on the property prior to the flour mill building. She explained the basic processes of how the flour was cleaned and processed through the mill’s machinery. The mill was operated by electric power generated by steam pumps and several wheels and belts connected to machinery throughout the floors of the building.

Ms. Butters was not aware of petroleum products or other hazardous materials involved in the flour milling process and was not aware of environmental concerns regarding the mill’s historic operations. She was not aware of petroleum products, hazardous materials, or other chemicals stored at the site.

Prior Report Review

GPI was not provided prior environmental reports for review.

Site Use Summary

The following table summarizes past site uses based upon the historical topographic maps, aerial photographs, historical city directories, and interviews.

Table 7: Summarized Historical Development

Approximate Dates	Historic Site Use
1890’s-1910’s	The site was developed as a flour mill with attached engine room on the south side of the building and a storage warehouse on the north side.
1920s-1930’s	Historic maps show a dwelling in the place of the engine room.
1930’s-1960’s	Flour milling operations were reportedly ceased by 1962.
1960’s- 2024	Commercial operations ceased by approximately 1962. The site has been undeveloped and unoccupied with the exception of historic tours for the last 40 years.

Based on our Phase I ESA findings and our historical research, the west side of the site’s mill building was located adjacent to a railroad spur that traversed along the west property boundary. The main line NRR right-of-way (ROW) is also located approximately 50 feet west of the mill building. The spur and the main line were utilized by coal-fueled locomotives for over 60 years from the late 1800’s through the 1950’s. There are also historic coal storage sheds shown on historic fire insurance maps and visible on historic aerial photographs

along the side of the railroad spur that appear to overlap the site boundary on the site’s south half. The presence of the spur and the coal sheds located at the site for several decades indicate the possible presence of burned cinders and clinkers in the near surface soil along the west property boundary. The historic use of the site’s railroad spur and the adjoining railroad ROWs represents a REC at the site.

Data Gaps

GPI did not identify data gaps associated with the historical use information for the subject site during our research.

SITE RECONNAISSANCE

General Site Information

Our site observations and information from interviews and other references is presented in the following tables and subsections. Plate 2 depicts the site and surrounding properties from the 2021 aerial photograph. Appendix D contains photographic documentation from the visual reconnaissance.

Table 8: General Site Information

Site Reconnaissance	<i>Field Personnel</i>	Josh Kannenberg, P.G., Nicolas Carrasco
	<i>Reconnaissance Date</i>	March 26, 2024
	<i>Weather</i>	Overcast, windy, light rain
	<i>Site Contact/Title</i>	MaryJane Butters, Owner
Site Description	<i>Site Name</i>	Historic Oakesdale Mill site
	<i>Site Location/Address</i>	Corner of First and Jackson Streets in Oakesdale, WA
	<i>Land Area</i>	Approximately 1.2 acres
Site Utilities	<i>Electricity</i>	Avista
	<i>Drinking Water</i>	N/A
	<i>Wastewater/stormwater</i>	N/A
	<i>Natural Gas</i>	N/A

Site Occupant and Operation Description

The site includes an approximate 1.2-acre, historic flour mill property.

Site Observations

The following table summarizes site observations and interviews. Affirmative responses (designated by a “Yes”) are discussed in more detail in the subsections following the table.

Table 9: Summarized Site Information

Category	Item or Feature	Item or Feature Observed
Site Operations, Processes, and Equipment	Emergency generators	No
	Elevators	No
	Air compressors	No
	Hydraulic lifts	No
Aboveground Chemical or Waste Storage	Evidence of aboveground storage tanks	No
	Drums, barrels and/or containers ≥ 5 gallons	No
	Cleaning and/or similar supplies	No
	MSDS	No
Underground Chemical or Waste Storage, Drainage or Collection Systems	Evidence of underground storage tanks or ancillary UST equipment	No
	Sumps, cisterns, catch basins and/or dry wells	No
	Grease traps	No
	Septic tanks and/or leach fields	No
	Oil/water separators	No
	Pipeline markers	No
	Interior floor drains	No
Electrical Transformers/ PCBs	Pad or pole mounted transformers and/or capacitors	Yes
	Generators	No
Evidence of Releases or Potential Releases	Stressed vegetation	No
	Stained soil	No
	Stained pavement or similar surface	No
	Trash, debris, and/or other waste materials	No
	Dumping or disposal areas	No
	Construction/demolition debris and/or dumped fill dirt	No
	Surface water discoloration, odor, sheen, and/or free-floating product	No
	Strong, pungent, or noxious odors	No
	Exterior pipe discharges and/or other effluent discharges	No
	Laboratory hoods and/or Incinerators	No
	Waste treatment systems and/or water treatment systems	No
Compressor blowdown	No	
Other Notable Site Features	Surface water bodies	No
	Quarries or pits	No
	Wells	No

Evidence of RECs was not observed during the site reconnaissance.

VAPOR ENCROACHMENT SCREENING

GPI conducted a Tier 1 Vapor Encroachment Screening (VES) of the site in reference with ASTM E2600-15, *Standard Practice for Vapor Encroachment Screening on Property Involved in Real Estate Transactions*. The purpose of this VES is to help identify a vapor encroachment condition (VEC), which is the presence or likely presence of chemicals of concern (COCs) vapors in the vadose zone of the site. A VEC may exist if a source of COCs, such as contaminated soil and/or groundwater, exists on or near the site. In accordance with the standard, the Area of Concern (AOC) is defined as the approximate minimum search distance including an area

within $\frac{1}{3}$ mile of the site boundary for COCs and $\frac{1}{10}$ mile of the site boundary for petroleum hydrocarbons COCs. Information derived from the VES is used to make a statement regarding vapor intrusion at the site. Vapor intrusion evaluates the potential exposure risks to persons within a building resulting from vapor migration into structures on the site. Based on our Tier 1 VES evaluation, GPI determined a VEC does not exist for the site.

FINDINGS

Mr. Josh Kannenberg, P.G., conducted the site reconnaissance on March 26, 2024. We provide our cursory finding summary below. However, details are not included or fully developed in this section, and the report must be read in its entirety for a comprehensive understanding of the items contained herein.

- ❏ The site is located at the corner of First and Jackson Streets and includes an approximate 1.2-acre tract of land developed with a historic flour mill, which was built in the 1890s. Adjoining properties include McCoy Creek and residential properties to the north and east with a section of a historic railroad alignment further east of the mill site. with the historic NPRR main rail line forming the western property boundary.
- ❏ Based on our Phase I ESA findings, and our historical research, the west side of the site's mill building was located adjacent to a railroad spur that traversed along the west property boundary. The mainline NPRR ROW is also located approximately 50 feet west of the mill building. The spur and the main line were utilized by coal-fueled locomotives for over 60 years from the late 1800's through the 1950's. There are also historic coal storage sheds that are shown on historic fire insurance maps and visible on historic aerial photographs along the side of the railroad spur that appear to overlap the site boundary on the south half of the site. The presence of the spur and the coal sheds located at the site for several decades indicate the possible presence of burnt cinders and clinkers in the near surface soil along the west property boundary. The historic use of the site's railroad spur and the adjoining railroad ROWs represents a REC at the site.
- ❏ 2 LUST facilities were identified within the ASTM minimum search distance. Based on GPI reviewing the records provided by Envirosearch, reviewing DOE's LUST Database, the facilities' distance from the site, and the down-gradient hydrogeologic relationship with respect to the site, these facilities do not appear to represent RECs to the site.
- ❏ Evidence of RECs was not observed during the site reconnaissance.

CONCLUSIONS

We performed this Phase I ESA in reference to the scope and limitations of ASTM Practice E1527-21 for the commercial property located at the corner of First and Jackson Streets in Oakesdale, Washington. Based on our Phase I ESA findings, GPI identified the following recognized environmental conditions (RECs) in connection with the site.

ENVIRONMENTAL PROFESSIONAL QUALIFICATIONS

We declare that, to the best of our professional knowledge and belief, we meet the definition of *Environmental Professional* as defined in §312.10 of 40 CFR 312. We have the specific qualifications based on education, training, and experience to assess a *property* of the nature, history, and setting of the subject *property*. We developed and performed the all-appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Supporting documentation and the qualifications of the environmental professional and personnel conducting the site reconnaissance and interviews are provided in Appendix E.

The following plates and appendices accompany this report:

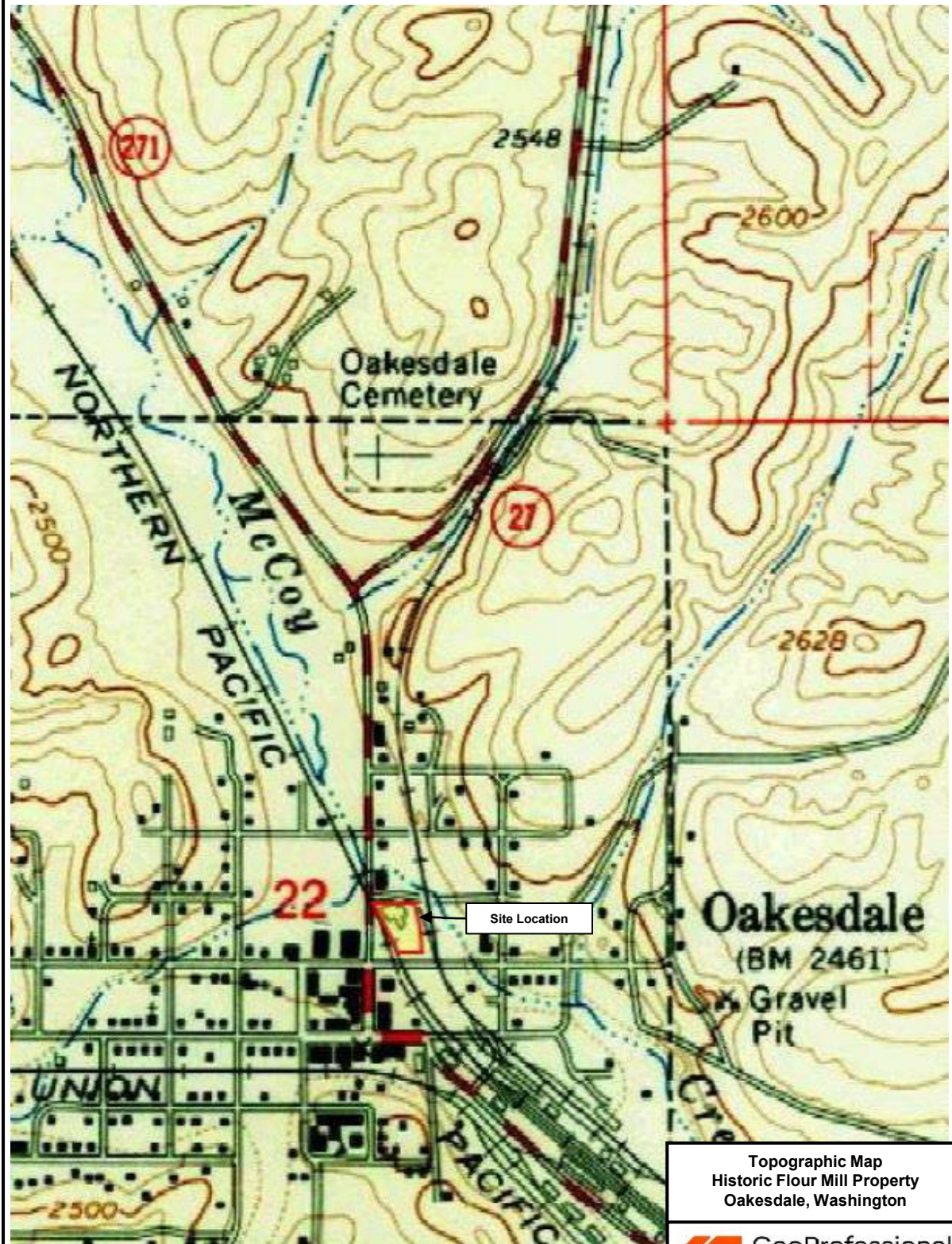
Plate 1: Site Vicinity Map/1975 Topographic map
Plate 2: Site Map
Appendix A: Acronyms
Appendix B: Owner/User Questionnaires
Appendix C: Historical Review Documentation
Appendix D: Photographic Documentation
Appendix E: Statement of Qualifications

REFERENCES

Environmental Protection Agency. “Federal Register, Part III Standards and Practices for All Appropriate Inquiries; Final Rule” 40 CFR Part 312, November 1, 2005.

ASTM International. “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process” ASTM E1527-13, ©2021.

ASTM International. “Standard Guide for Vapor Encroachment on Property Involved in Real Estate Transactions” ASTM E2600-15, ©2017.



Topographic Map
Historic Flour Mill Property
Oakesdale, Washington



PU24114A

PLATE 1

Reference: EnviroSite Topographic Map, 1995.



Site Location

Aerial Photograph
Historic Flour Mill Property
Oakesdale, Washington



PU24114A

PLATE 2

Reference: EnviroSite Aerial photograph, 2023.

APPENDIX A

Acronyms

Description of Selected General Terms and Acronyms

Term/Acronym	Description
AAI	All Appropriate Inquiries – that inquiry constituting all appropriate inquiries into the previous ownership and uses of the property consistent with good commercial and customary practice as defined in CERCLA, 42 U.S.C §9601(35)(B), that will qualify a party to a commercial real estate transaction for one of the threshold criteria for satisfying the Landowner Liability Protections (LLPs) to CERCLA liability (42 U.S.C §9601(35)(A)&(B), §9607(b)(3), §9607(q); and §9607(r)), assuming compliance with other elements of the defense.
ACM	<p>Asbestos Containing Material. Asbestos is a naturally occurring mineral, three varieties of which (chrysotile, amosite, crocidolite) have been commonly used as fireproofing or binding agents in construction materials. Exposure to asbestos, as well as ACM, has been documented to cause lung diseases including asbestosis (scarring of the lung), lung cancer and mesothelioma (a cancer of the lung lining).</p> <p>Regulatory agencies have generally defined ACM as a material containing greater than one (1) percent asbestos, however some states (e.g. California) define ACM as materials having 0.1% asbestos. In order to define a homogenous material as non-ACM, a minimum number of samples must be collected from the material dependent upon its type and quantity. Homogenous materials defined as non-ACM must either have 1) no asbestos identified in all of its samples or 2) an identified asbestos concentration below the appropriate regulatory threshold. Asbestos concentrations are generally determined using polarized light microscopy or transmission electron microscopy. Point counting is an analytical method to statistically quantify the percentage of asbestos in a sample. The asbestos component of ACM may either be friable or non-friable. Friable materials, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure and have a higher potential for a fiber release than non-friable ACM. Non-friable ACM are materials that are firmly bound in a matrix by plastic, cement, etc. and, if handled carefully, will not become friable.</p> <p>Federal and state regulations require that either all suspect building materials be presumed ACM or that an asbestos survey be performed prior to renovation, dismantling, demolition, or other activities that may disturb potential ACM. Notifications are required prior to demolition and/or renovation activities that may impact the condition of ACM in a building. ACM removal may be required if the ACM becomes damaged or is likely to be disturbed or damaged during demolition or renovation. Abatement of friable or potentially friable ACM must be performed by a licensed abatement contractor in accordance with state rules and NESHAP. Additionally, OSHA regulations for work classification, worker training and worker protection will apply.</p>
AHERA	Asbestos Hazard Emergency Response Act
AST	Above Ground Storage Tanks. ASTs are generally described as storage tanks less than 10% of which are below ground (i.e., buried). Tanks located in a basement, but not buried, are also considered ASTs. Whether, and the extent to which, an AST is regulated, is determined on a case-by-case basis and depends upon tank size, its contents and the jurisdiction of its location.
BGS	Below Ground Surface
BTEX	Benzene, Toluene, Ethylbenzene, and Xylenes. BTEX are VOC components found in gasoline and commonly used as analytical indicators of a petroleum hydrocarbon release.
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act (a.k.a. Superfund). CERCLA is the federal act that regulates abandoned or uncontrolled hazardous waste sites. Under this Act, joint and several liability may be imposed on potentially responsible parties for cleanup-related costs.
CERCLIS	Comprehensive Environmental Response, Compensation and Liability Information System. An EPA compilation of sites having suspected or actual releases of hazardous substances to the environment. CERCLIS also contains information on site inspections, preliminary assessments and remediation of hazardous waste sites. These sites are typically reported to EPA by states and municipalities or by third parties pursuant to CERCLA Section 103.
CFR	Code of Federal Regulations
CREC	Controlled Recognized Environmental Condition – A recognized environmental condition (REC) resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls).
Data Failure	A failure to achieve the historical research objectives even after reviewing the standard historical sources that are reasonably ascertainable and likely to be useful. Data failure is one type of data gap.
Data Gap	A lack of or inability to obtain information required by this practice despite good faith efforts by the environmental professional to gather such information. Data gaps may result from incompleteness in any of the activities required by this practice, including, but not limited to site reconnaissance, and interviews, etc.
de minimis	A condition that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. De minimis conditions are not recognized environmental conditions.
DOT	U.S. Department of Transportation
EPA	U.S. Environmental Protection Agency
ERNS	Emergency Response Notification System. An EPA-maintained federal database which stores information on notifications of oil discharges and hazardous substance releases in quantities greater than the applicable reportable quantity under CERCLA. ERNS is a cooperative data-sharing effort between EPA, DOT, and the National Response Center.
ESA	Environmental Site Assessment
FRP	Fiberglass Reinforced Plastic

Term/Acronym	Description
Hazardous Substance	As defined under CERCLA, this is (A) any substance designated pursuant to section 1321(b)(2)(A) of Title 33, (B) any element, compound, mixture, solution, or substance designated pursuant to section 9602 of this title; (C) any hazardous waste having characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act (with some exclusions); (D) any toxic pollutant listed under section 1317(a) of Title 33; (E) any hazardous air pollutant listed under section 112 of the Clear Air Act; and (F) any imminently hazardous chemical substance or mixture with respect to which the EPA Administrator has taken action under section 2606 of Title 15. This term does not include petroleum, including crude oil or any fraction thereof which is not otherwise listed as a hazardous substance under subparagraphs (A) through (F) above, and the term does not include natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
Hazardous Waste	This is defined as having characteristics identified or listed under section 3001 of the Solid Waste Disposal Act (with some exceptions). RCRA, as amended by the Solid Waste Disposal Act of 1980, defines this term as a "solid waste, or combination of solid wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may (A) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or (B) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed."
HREC	Historical Recognized Environmental Condition. Environmental condition which in the past would have been considered a recognized environmental condition (REC), but which may or may not be considered a REC currently. The final decision rests with the environmental professional and will be influenced by the current impact of the HREC on the property. If a past release of any hazardous substances or petroleum products has occurred in connection with the property and has been remediated, with such remediation accepted by the responsible regulatory agency (for example, as evidence by the issuance of a no further action letter or equivalent), this condition shall be considered an historical recognized environmental condition
LLP	Landowner Liability Protections - under CERCLA; these protections include the bona fide prospective purchaser liability protection, contiguous property owner liability protection, and innocent landowner defense.
LUST	Leaking Underground Storage Tank. This is a federal term set forth under RCRA for leaking USTs. Some states also utilize this term.
MCL	Maximum Contaminant Level. This Safe Drinking Water concept (and also used by many states as a groundwater cleanup criteria) refers to the limit on drinking water contamination that determines whether a supplier can deliver water from a specific source without treatment.
MSDS	Material Safety Data Sheets. Written/printed forms prepared by chemical manufacturers, importers and employers that identify the physical and chemical traits of hazardous chemicals under OSHA's Hazard Communication Standard.
NESHAP	National Emissions Standard for Hazardous Air Pollutants (Federal Clean Air Act). This part of the Clean Air Act regulates emissions of hazardous air pollutants.
NFRAP	Facilities where there is "No Further Remedial Action Planned," as more particularly described under the Records Review section of this report.
NOV	Notice of Violation. A notice of violation or similar citation issued to an entity, company or individual by a state or federal regulatory body indicating a violation of applicable rule or regulations has been identified.
NPDES	National Pollutant Discharge Elimination System (Clean Water Act). The federal permit system for discharges of polluted water.
NPL	National Priorities List, as more particularly described under the Records Review section of this report.
OSHA	Occupational Safety and Health Administration or Occupational Safety and Health Act
PACM	Presumed Asbestos-Containing Material. A material that is suspected of containing or presumed to contain asbestos but which has not been analyzed to confirm the presence or absence of asbestos.
PCB	Polychlorinated Biphenyl. A halogenated organic compound commonly in the form of a viscous liquid or resin, a flowing yellow oil, or a waxy solid. This compound was historically used as dielectric fluid in electrical equipment (such as electrical transformers and capacitors, electrical ballasts, hydraulic and heat transfer fluids), and for numerous heat and fire sensitive applications. PCB was preferred due to its durability, stability (even at high temperatures), good chemical resistance, low volatility, flammability, and conductivity. PCBs, however, do not break down in the environment and are classified by the EPA as a suspected carcinogen. 1978 regulations, under the Toxic Substances Control Act, prohibit manufacturing of PCB-containing equipment; however, some of this equipment may still be in use today.
pCi/l	picoCuries per Liter of Air. Unit of measurement for Radon and similar radioactive materials.
PLM	Polarized Light Microscopy (see ACM section of the report, if included in the scope of services)
Radon	A radioactive gas resulting from radioactive decay of naturally-occurring radioactive materials in rocks and soils containing uranium, granite, shale, phosphate, and pitchblende. Radon concentrations are measured in picoCuries per liter of air. Exposure to elevated levels of radon creates a risk of lung cancer; this risk generally increases as the level of radon and the duration of exposure increases. Outdoors, radon is diluted to such low concentrations that it usually does not present a health concern. However, radon can accumulate in building basements or similar enclosed spaces to levels that can pose a risk to human health. Indoor radon concentrations depend primarily upon the building's construction, design and the concentration of radon in the underlying soil and groundwater. The EPA recommended annual average indoor "action level" concentration for residential structures is 4.0 pCi/l.
RCRA	Resource Conservation and Recovery Act. Federal act regulating solid and hazardous wastes from point of generation to time of disposal ("cradle to grave"). 42 U.S.C. 6901 et seq.
RCRA Generators	The RCRA generators list is part of the RCRIS database maintained by EPA and lists facilities that generate hazardous waste as part of their normal business operations, as more particularly defined under Section 5.0 of this report.

Term/Acronym	Description
RCRA CORRACTS/TSDs	The USEPA maintains a database of RCRA facilities associated with treatment, storage, and disposal (TSD) of hazardous materials, which are undergoing "corrective action". A "corrective action" order is issued when there is a release of hazardous waste or constituents into the environment from a RCRA facility.
RCRA Non-CORRACTS/TSDs	The RCRA Non-CORRACTS/TSD Database is a compilation by the USEPA of facilities that report storage, transportation, treatment, or disposal of hazardous waste. Unlike the RCRA CORRACTS/TSD database, the RCRA Non-CORRACTS/TSD database does not include RCRA facilities where corrective action is required.
RCRA Violators List	RAATS. RCRA Administrative Actions Taken. RAATS information is now contained in the RCRIS database and includes records of administrative enforcement actions against facilities for noncompliance.
RCRIS	Resource Conservation and Recovery Information System, as defined in the Records Review section of this report.
REC	Recognized Environmental Condition is defined by ASTM E 1527-13 as "the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not recognized environmental conditions. De minimis conditions generally do not present a material risk of harm to the public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.
SPCC	Spill Prevention, Control and Countermeasures. SPCC plans are required under federal law (Clean Water Act and Oil Pollution Act) for any facility storing petroleum in tanks and/or containers of 55-gallons or more that when taken in aggregate exceed 1,320 gallons. SPCC plans are also required for facilities with underground petroleum storage tanks with capacities of over 42,000 gallons. Many states have similar spill prevention programs, which may have additional requirements.
SWF	Solid Waste Facility List. A Vista Information Solutions, Inc. database of solid waste facilities listed by state.
TPH	Total Petroleum Hydrocarbons
TRI	Toxic Release Inventory. Routine EPA report on releases of toxic chemicals to the environment based upon information submitted by entities subject to reporting under the Emergency Planning and Community Right to Know Act.
TSCA	Toxic Substances Control Act. A federal law regulating manufacture, import, processing and distribution of chemical substances not specifically regulated by other federal laws (such as asbestos, PCBs, lead-based paint and radon). 15 U.S.C 2601 et seq.
USACE	United States Army Corps of Engineers
USC	United States Code
USGS	United States Geological Survey
USDA NRCS	United States Department of Agriculture-Natural Resource Conservation Service
UST	Underground Storage Tank. Most federal and state regulations, as well as ASTM E1527, define this as any tank, including, underground piping connected to the tank, that is or has been used to contain hazardous substances or petroleum products and the volume of which is 10% or more beneath the surface of the ground (i.e., buried).
VCP	Voluntary Cleanup Program
VOC	Volatile Organic Compound
Wetlands	<p>Areas that are typically saturated with surface or groundwater that create an environment supportive of wetland vegetation (i.e., swamps, marshes, bogs). The <u>Corps of Engineers Wetlands Delineation Manual</u> (Technical Report Y-87-1) defines wetlands as areas inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. For an area to be considered a jurisdictional wetland, it must meet the following criteria: more than 50 percent of the dominant plant species must be categorized as Obligate, Facultative Wetland, or Facultative on lists of plant species that occur in wetlands; the soil must be hydric; and, wetland hydrology must be present.</p> <p>The federal Clean Water Act which regulates "waters of the US," also regulates wetlands, a program jointly administered by the USACE and the EPA. Waters of the U.S. are defined as: (1) waters used in interstate or foreign commerce, including all waters subject to the ebb and flow of tides; (2) all interstate waters including interstate wetlands; (3) all other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds, etc., which the use, degradation, or destruction could affect interstate/ foreign commerce; (4) all impoundments of waters otherwise defined as waters of the U. S., (5) tributaries of waters identified in 1 through 4 above; (6) the territorial seas; and (7) wetlands adjacent to waters identified in 1 through 6 above. Only the USACE has the authority to make a final wetlands jurisdictional determination.</p>

APPENDIX B

User Questionnaire



USER QUESTIONNAIRE

According to ASTM E1527-21, in order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001, the following information (if known) must be provided to GPI. Failure to provide this information could result in a determination that "all appropriate inquiries," as outlined by the published EPA rule "Standards and Practices for All Appropriate Inquiries" is not complete.

Please answer the following questions to the best of your ability. Please sign and return a copy of the questionnaire to our office for reference in our final report.

Site: Historic Flour Mill Property
Address: Front Street, Oakesdale, Washington

1. Why is the Phase I ESA being required for the property?
Phase I ESA is being sought to provide knowledge to possible future owners.

2. What is the type of property and type of property transaction? (i.e. sale, purchase, exchange, etc.).
possible purchase

3. What is the complete and correct address for the property? (a map or other documentation can be provided if the address is unknown or does not exist).
103 E. Jackson, Oakesdale, WA

4. Please identify all parties who will reference the Phase I ESA report:
The Gristmill, LLC / Mary Jane Butters

5. Please identify contact information for the current owner and/or someone who would have significant historical knowledge of the property (i.e. a past owner or property manager).
The Gristmill, LLC / Mary Jane Butters 208-874-7734
1000 Wild Iris Lane, Moscow, ID 83843

6. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state, or local law?
No

7. Are you aware of any activity or land use limitations, such as engineering controls, land use restrictions or institutional controls that are in place at the property and/or have been filed or recorded under a registry under federal, tribal, state or local law?
No

8. As the user of this ESA, do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or adjoining properties so that you would have specialized knowledge of the chemicals and processes used by this type of business?

No

9. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?

NA

10. Are you aware of commonly known or reasonably ascertainable information about the property that would help GPI to identify conditions indicative of releases or threatened releases? For example, as the user,

- a. Do you know the past uses of the property?

Partially, not entirely

- b. Do you know of specific chemicals that are present or once were present at the property?

No

- c. Do you know of spills or other chemical releases that have taken place at the property?

No

- d. Do you know of any environmental cleanups that have taken place at the property?

No

11. As the user of this ESA, based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

The Gristmill, LLC

Name: Mary Jane Butters

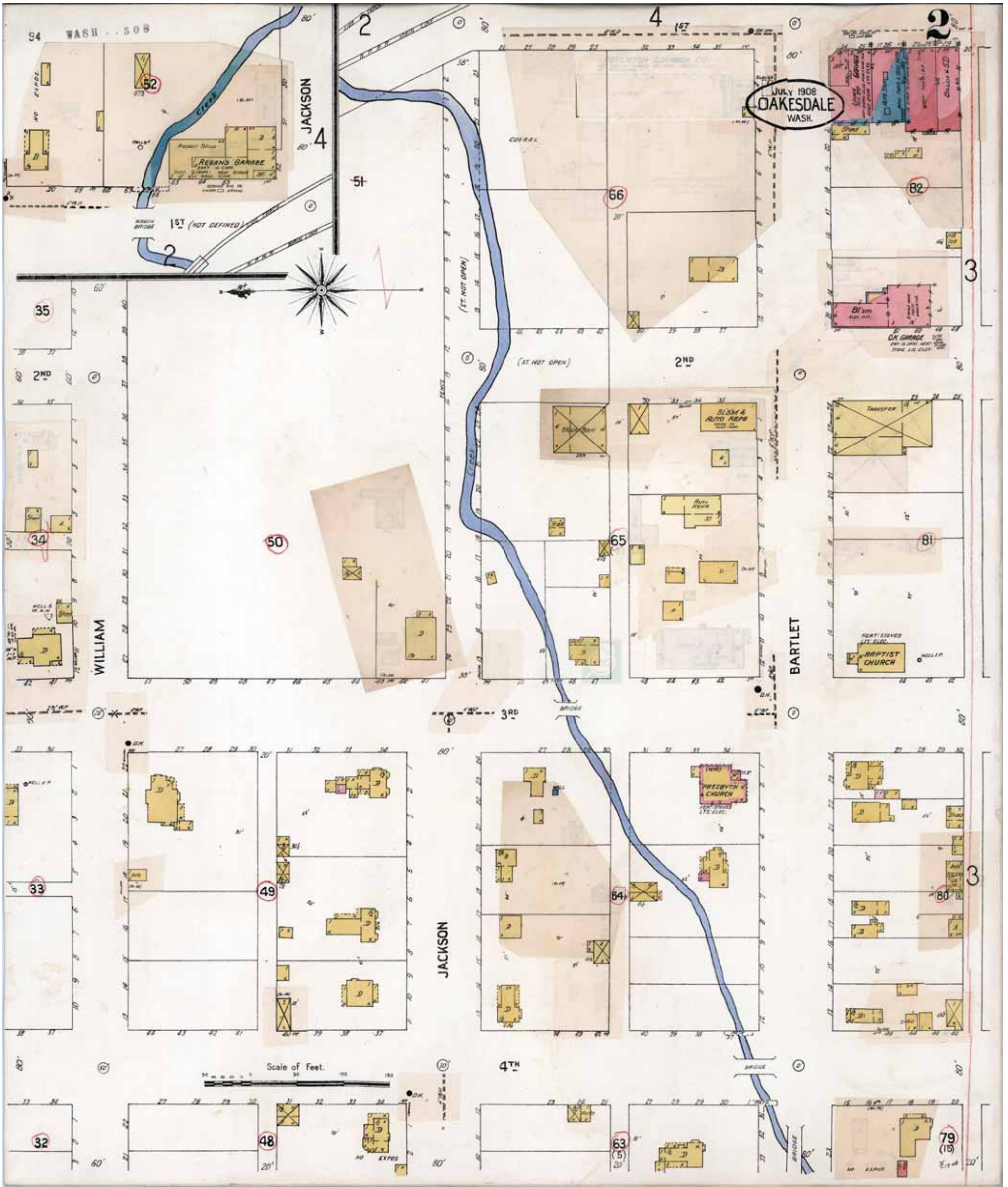
Title: Sole Member, Manager

Date: 3/26/24

Signature: Mary Jane Butters

APPENDIX C

Historical Review Documentation

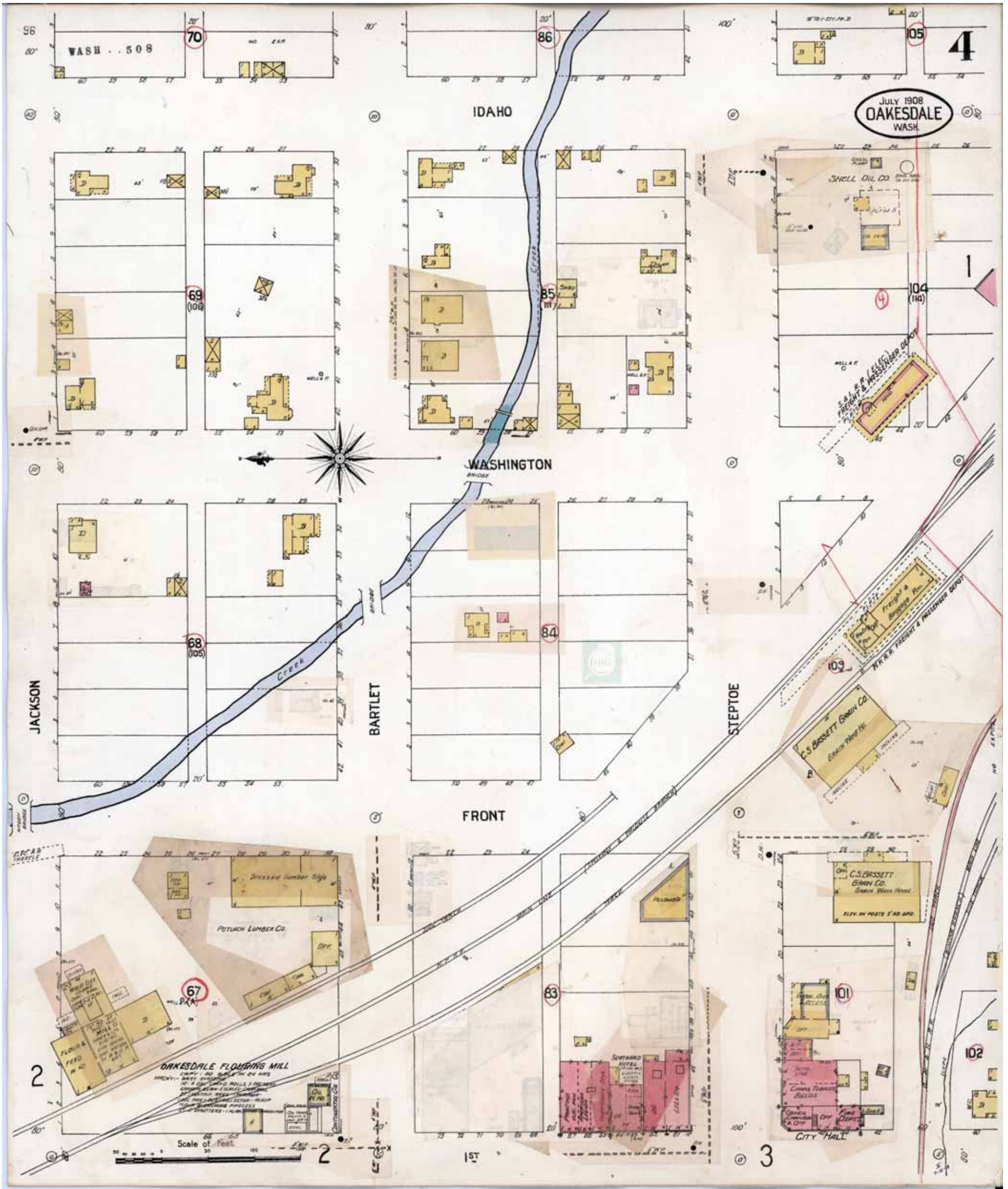


Map Type: Fire Insurance
 Publisher: Sanborn Map Co.
 Publication Name: Oakesdale, WA
 Base Map Date: July 1908
 Revised Date: October 1931
 Republished Date:
 Sheet Number: 2

1931

Requested by: EnviroSite Corporation
 Oakesdale Flour Mill
 103 East Jackson
 Oakesdale, WA 99158
 Client Project # 96430
 HIG Project # 2081381 www.historicalinfo.com





Map Type: Fire Insurance
 Publisher: Sanborn Map Co.
 Publication Name: Oakesdale, WA
 Base Map Date: July 1908
 Revised Date: October 1931
 Republished Date:
 Sheet Number: 4

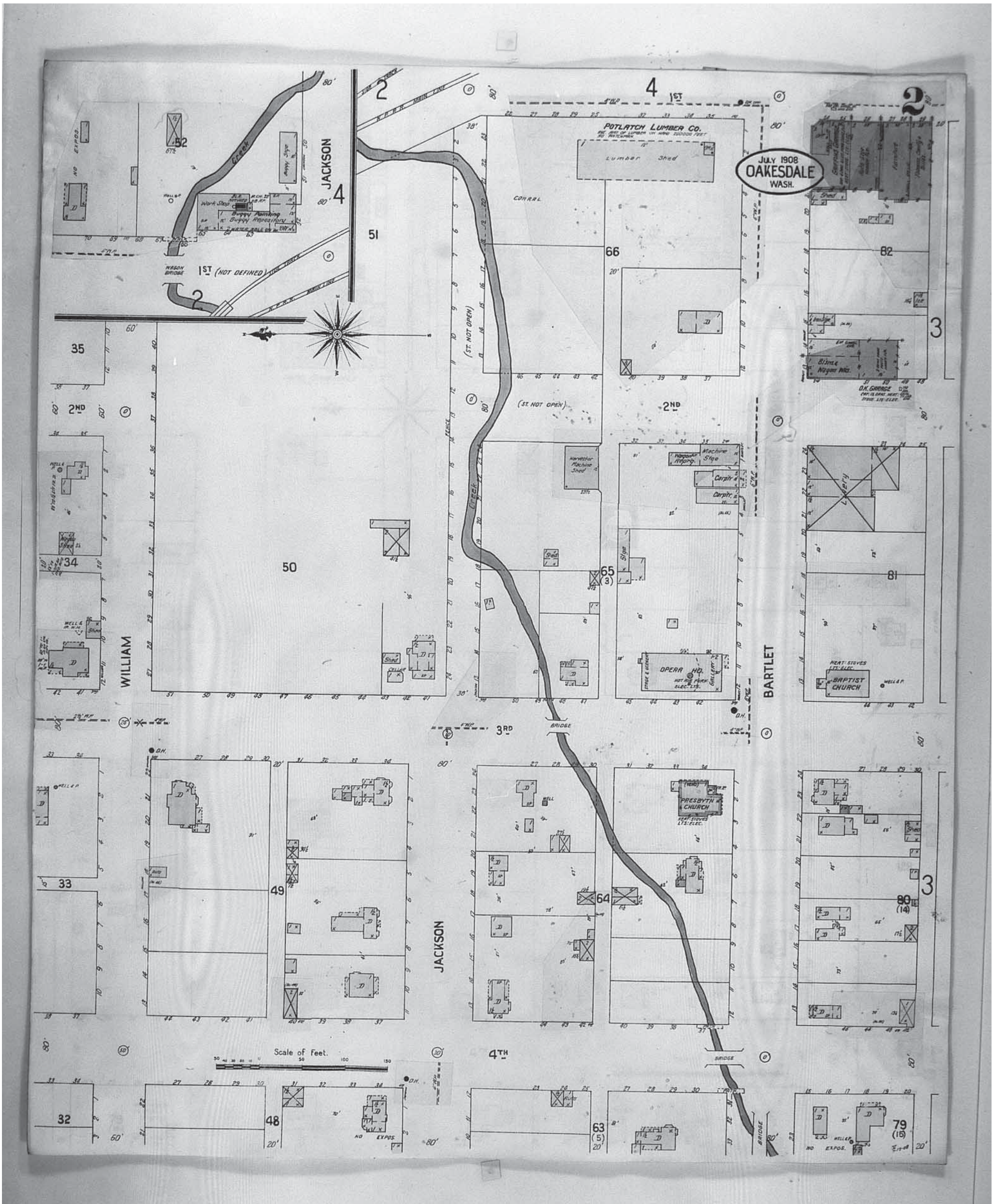
1931

Requested by: Envirosite Corporation

Oakesdale Flour Mill
 103 East Jackson
 Oakesdale, WA 99158
 Client Project # 96430
 HIG Project # 2081381

www.historicalinfo.com





Map Type: Fire Insurance
 Publisher: Sanborn Map Co.
 Publication Name: Oakesdale, WA
 Base Map Date: July 1908
 Revised Date: 1916
 Republished Date:
 Sheet Number: 2

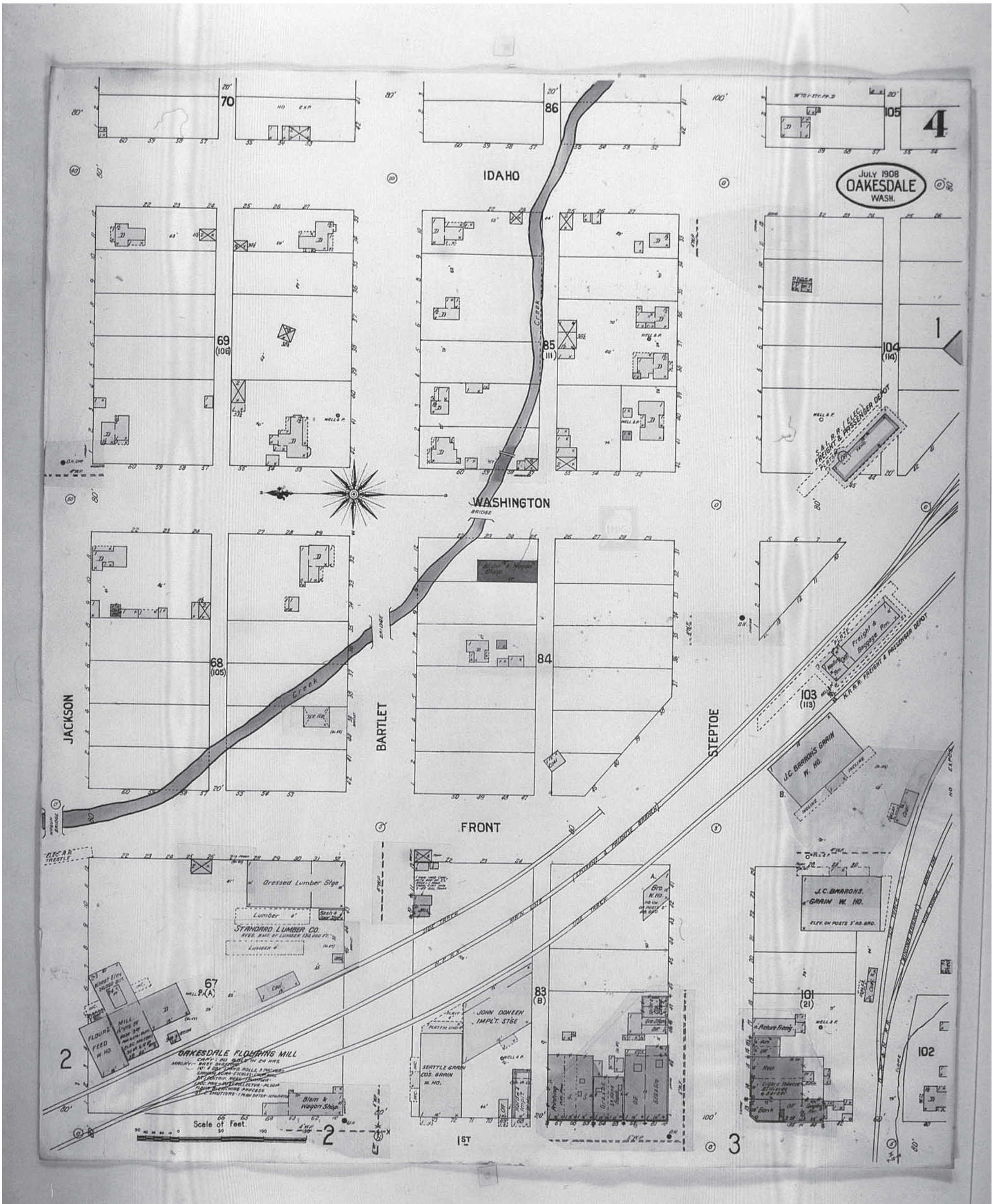
1916

Requested by: EnviroSite Corporation

Oakesdale Flour Mill
 103 East Jackson
 Oakesdale, WA 99158
 Client Project # 96430
 HIG Project # 2081381

www.historicalinfo.com





Map Type: Fire Insurance
 Publisher: Sanborn Map Co.
 Publication Name: Oakesdale, WA
 Base Map Date: July 1908
 Revised Date: 1916
 Republished Date:
 Sheet Number: 4

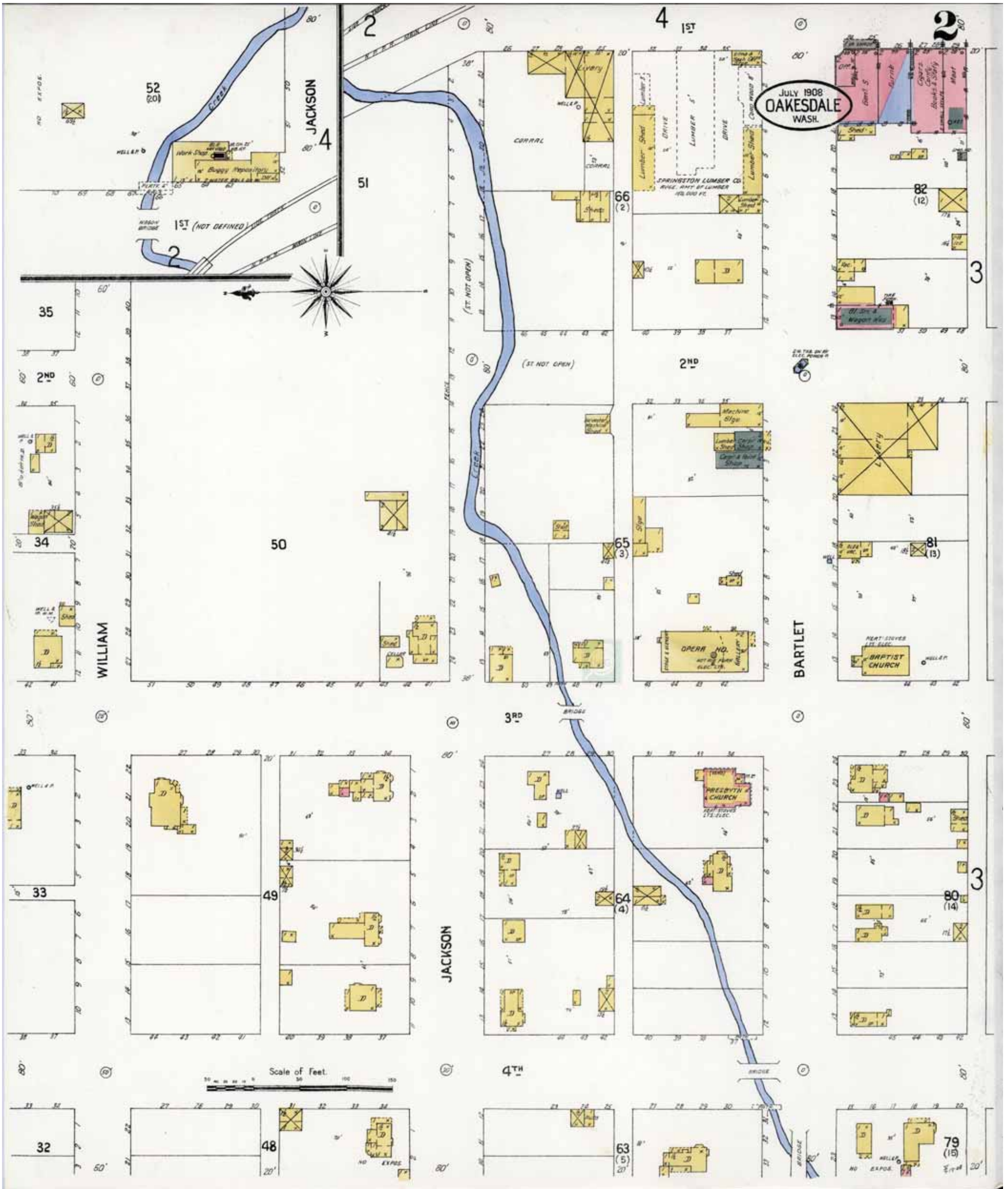
1916

Requested by: EnviroSite Corporation

Oakesdale Flour Mill
 103 East Jackson
 Oakesdale, WA 99158
 Client Project # 96430

HIG Project # 2081381 www.historicalinfo.com





Map Type: Fire Insurance
 Publisher: Sanborn Map Co.
 Publication Name: Oakesdale, WA
 Base Map Date: July 1908
 Revised Date:
 Republished Date:
 Sheet Number: 2

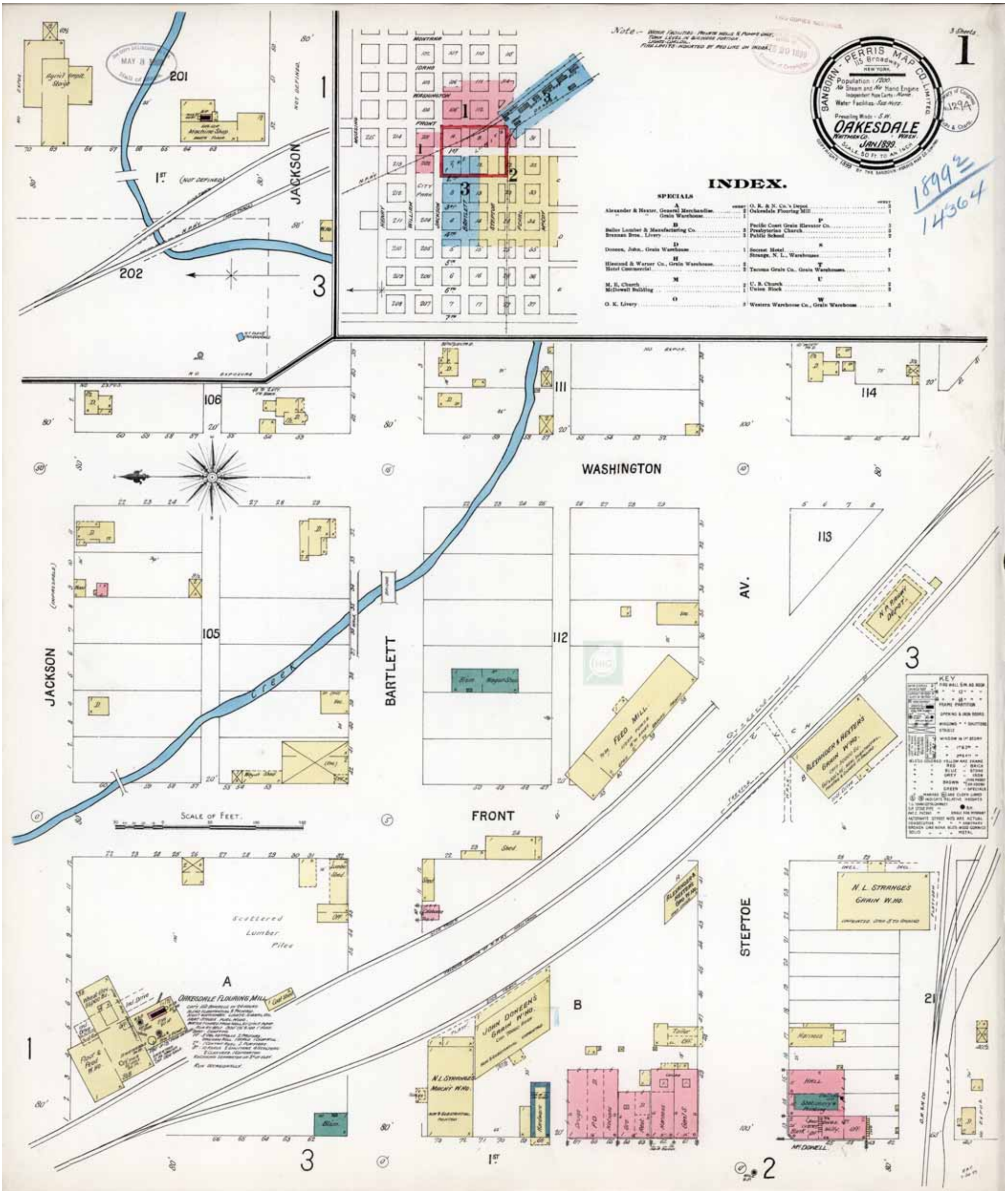
1908

Requested by: EnviroSite Corporation

Oakesdale Flour Mill
 103 East Jackson
 Oakesdale, WA 99158
 Client Project # 96430
 HIG Project # 2081381

www.historicalinfo.com



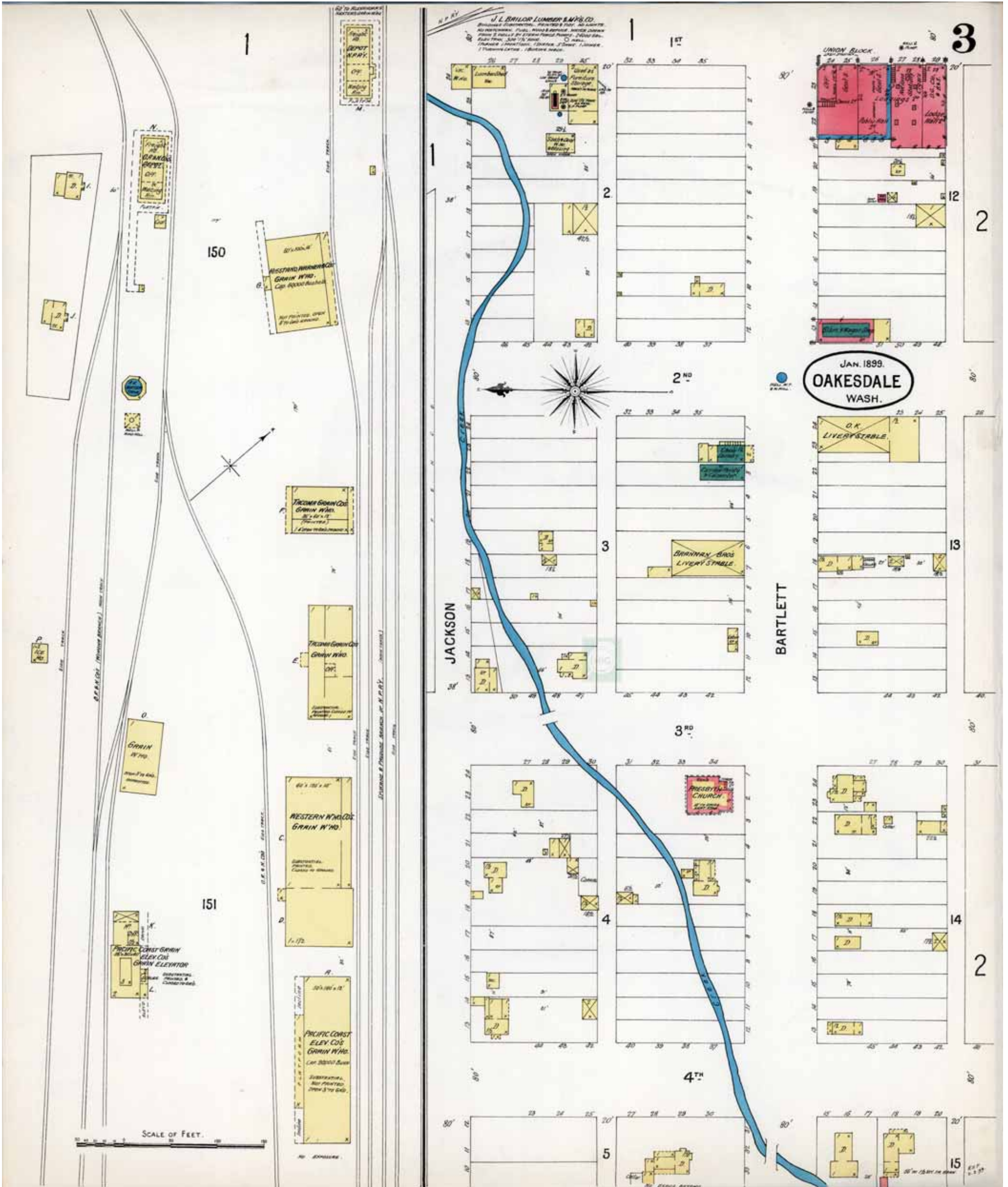


Map Type: Fire Insurance
 Publisher: Sanborn-Perris Map Co.
 Publication Name: Oakesdale, WA
 Base Map Date: January 1899
 Revised Date:
 Republished Date:
 Sheet Number: 1

1899

Requested by: EnviroSite Corporation
 Oakesdale Flour Mill
 103 East Jackson
 Oakesdale, WA 99158
 Client Project # 96430
 HIG Project # 2081381 www.historicalinfo.com





Map Type: Fire Insurance
 Publisher: Sanborn-Perris Map Co.
 Publication Name: Oakesdale, WA
 Base Map Date: January 1899
 Revised Date:
 Republished Date:
 Sheet Number: 3

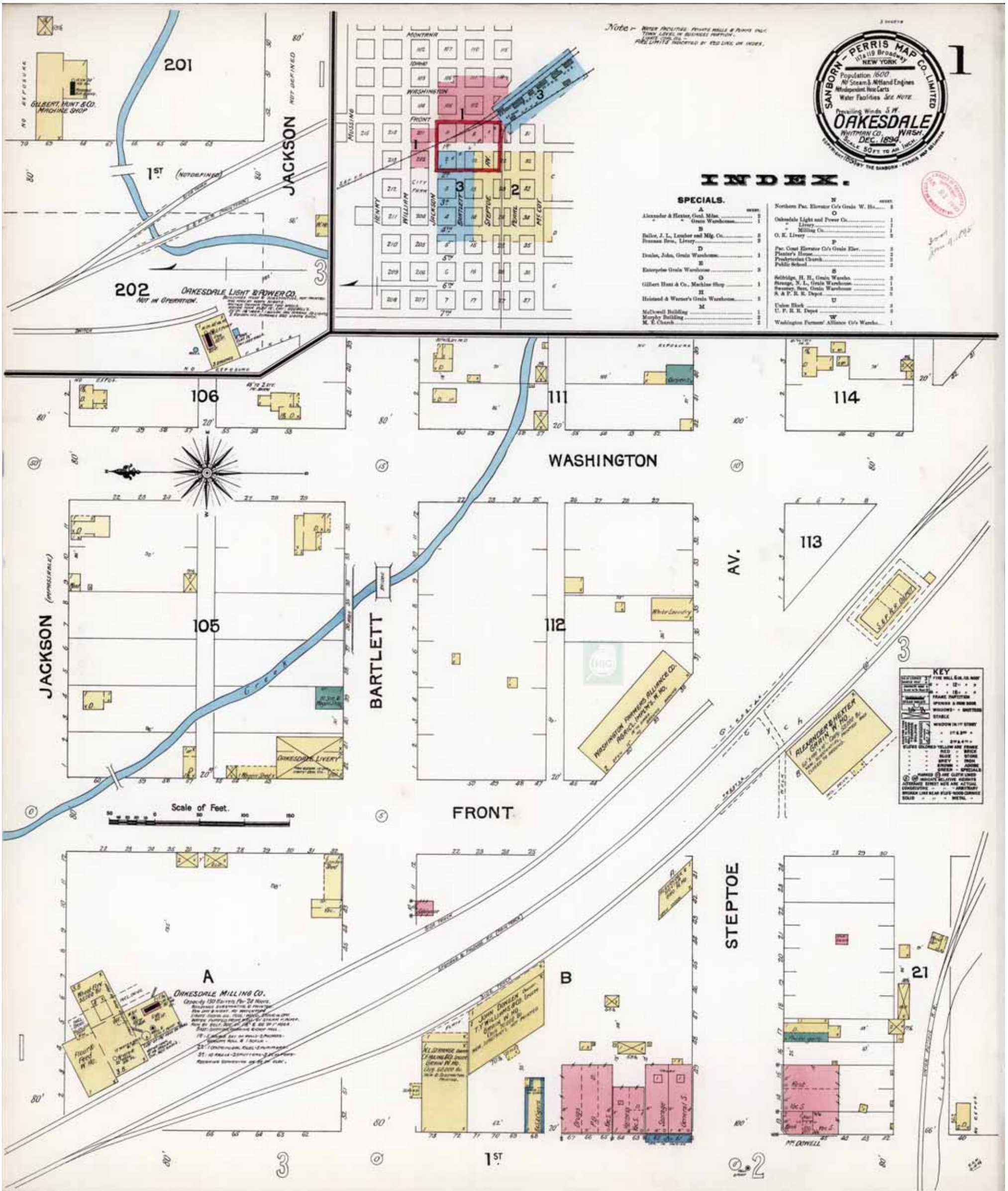
1899

Requested by: EnviroSite Corporation

Oakesdale Flour Mill
 103 East Jackson
 Oakesdale, WA 99158
 Client Project # 96430
 HIG Project # 2081381

www.historicalinfo.com





Map Type: Fire Insurance
 Publisher: Sanborn-Perris Map Co.
 Publication Name: Oakesdale, WA
 Base Map Date: December 1894
 Revised Date:
 Republished Date:
 Sheet Number: 1

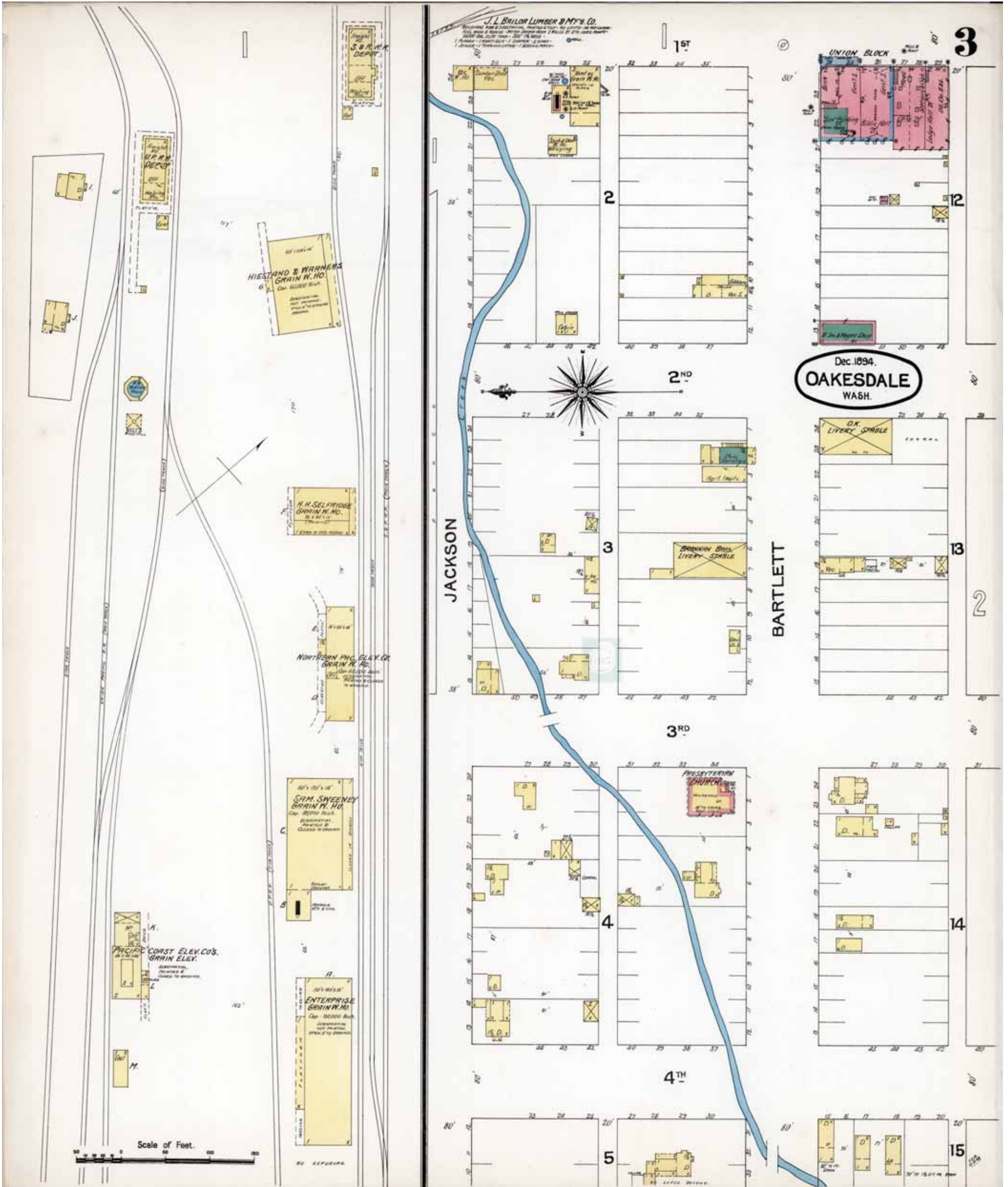
1894

Requested by: EnviroSite Corporation

Oakesdale Flour Mill
 103 East Jackson
 Oakesdale, WA 99158
 Client Project # 96430

HIG Project # 2081381 www.historicalinfo.com





Map Type: Fire Insurance
 Publisher: Sanborn-Perris Map Co.
 Publication Name: Oakesdale, WA
 Base Map Date: December 1894
 Revised Date:
 Republished Date:
 Sheet Number: 3

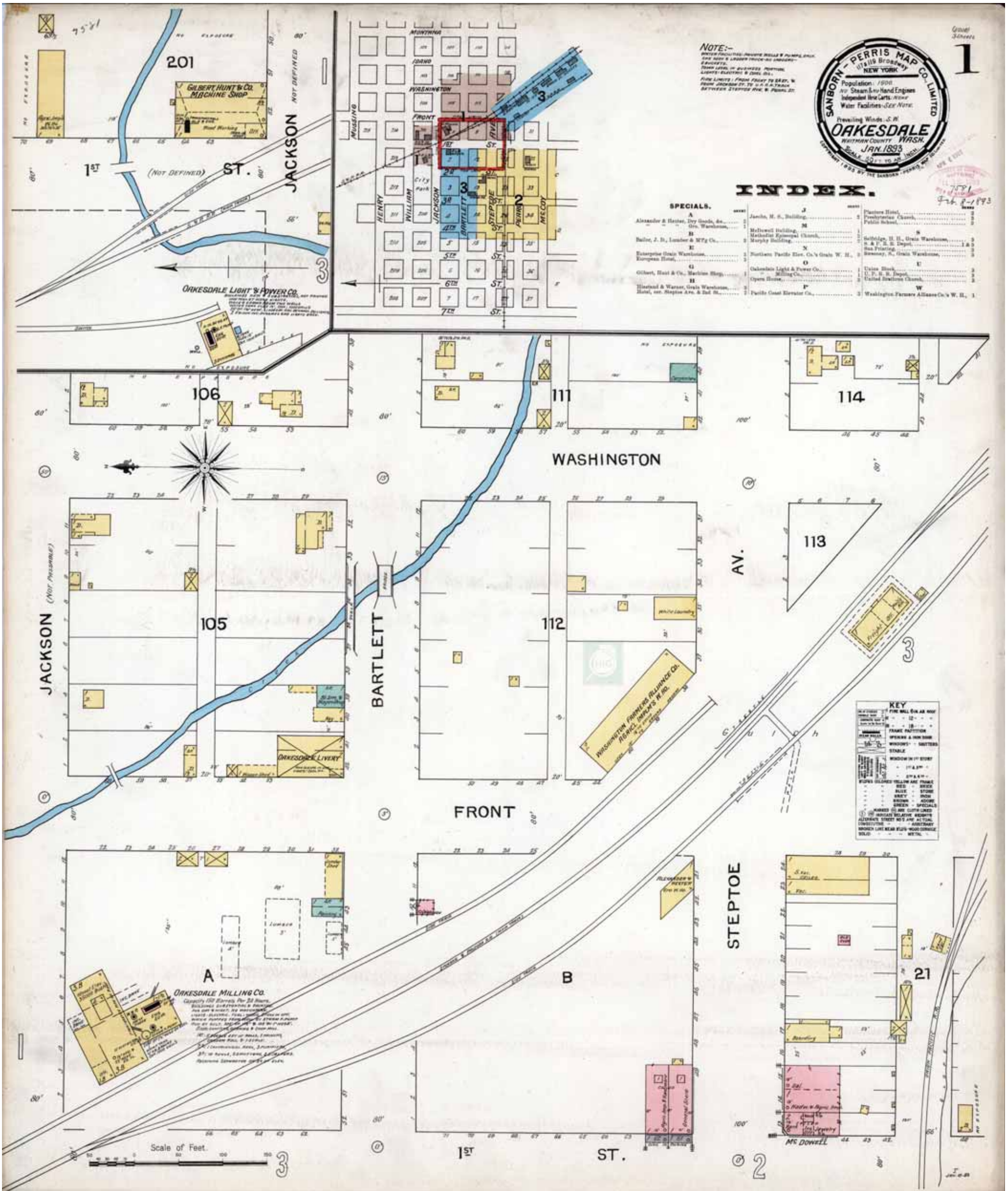
1894

Requested by: EnviroSite Corporation

Oakesdale Flour Mill
 103 East Jackson
 Oakesdale, WA 99158
 Client Project # 96430
 HIG Project # 2081381

www.historicalinfo.com





Map Type: Fire Insurance
 Publisher: Sanborn-Perris Map Co.
 Publication Name: Oakesdale, WA
 Base Map Date: January 1893
 Revised Date:
 Republished Date:
 Sheet Number: 1

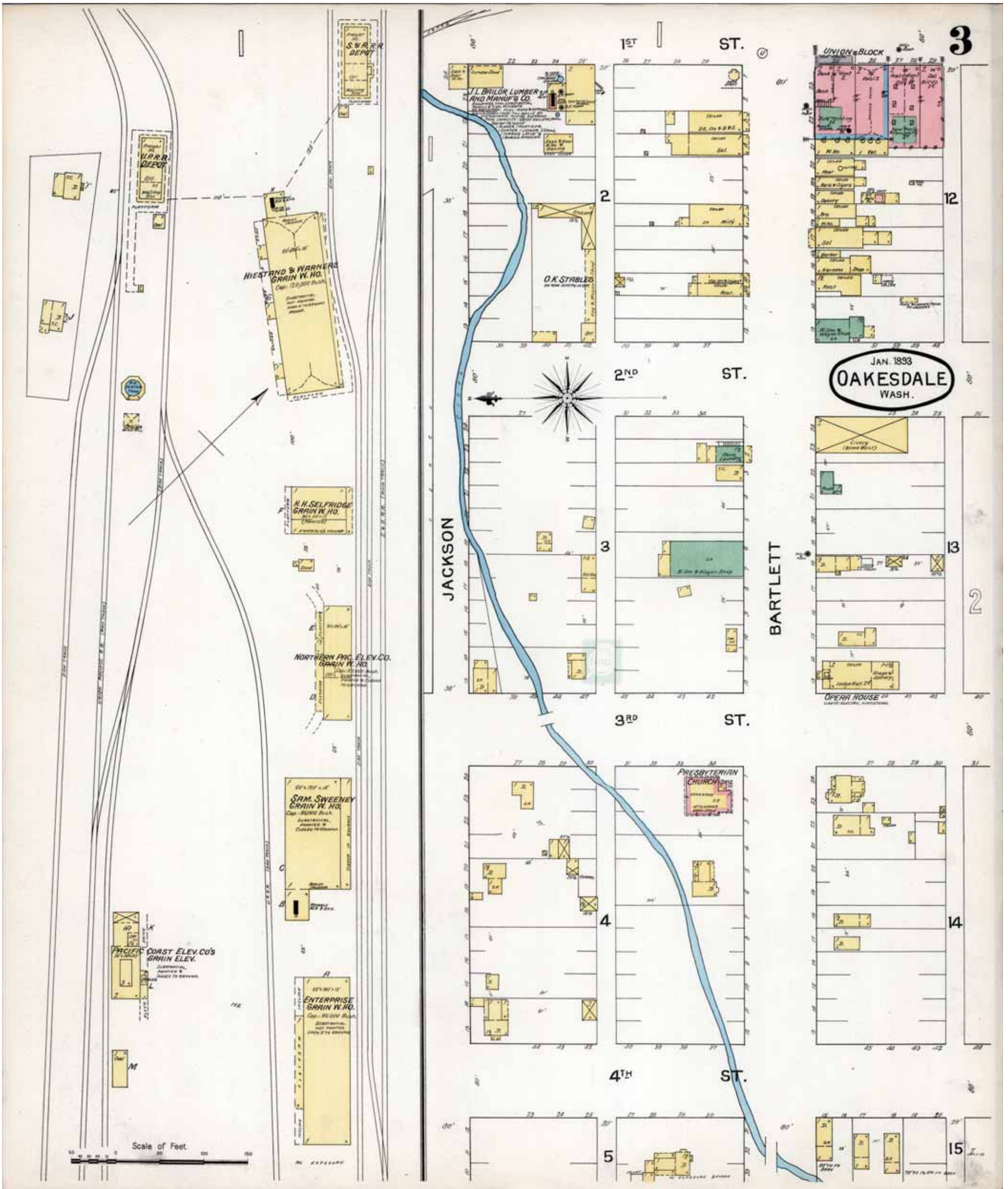
1893

Requested by: EnviroSite Corporation

Oakesdale Flour Mill
 103 East Jackson
 Oakesdale, WA 99158
 Client Project # 96430

HIG Project # 2081381 www.historicalinfo.com





Map Type: Fire Insurance
 Publisher: Sanborn-Perris Map Co.
 Publication Name: Oakesdale, WA
 Base Map Date: January 1893
 Revised Date:
 Republished Date:
 Sheet Number: 3

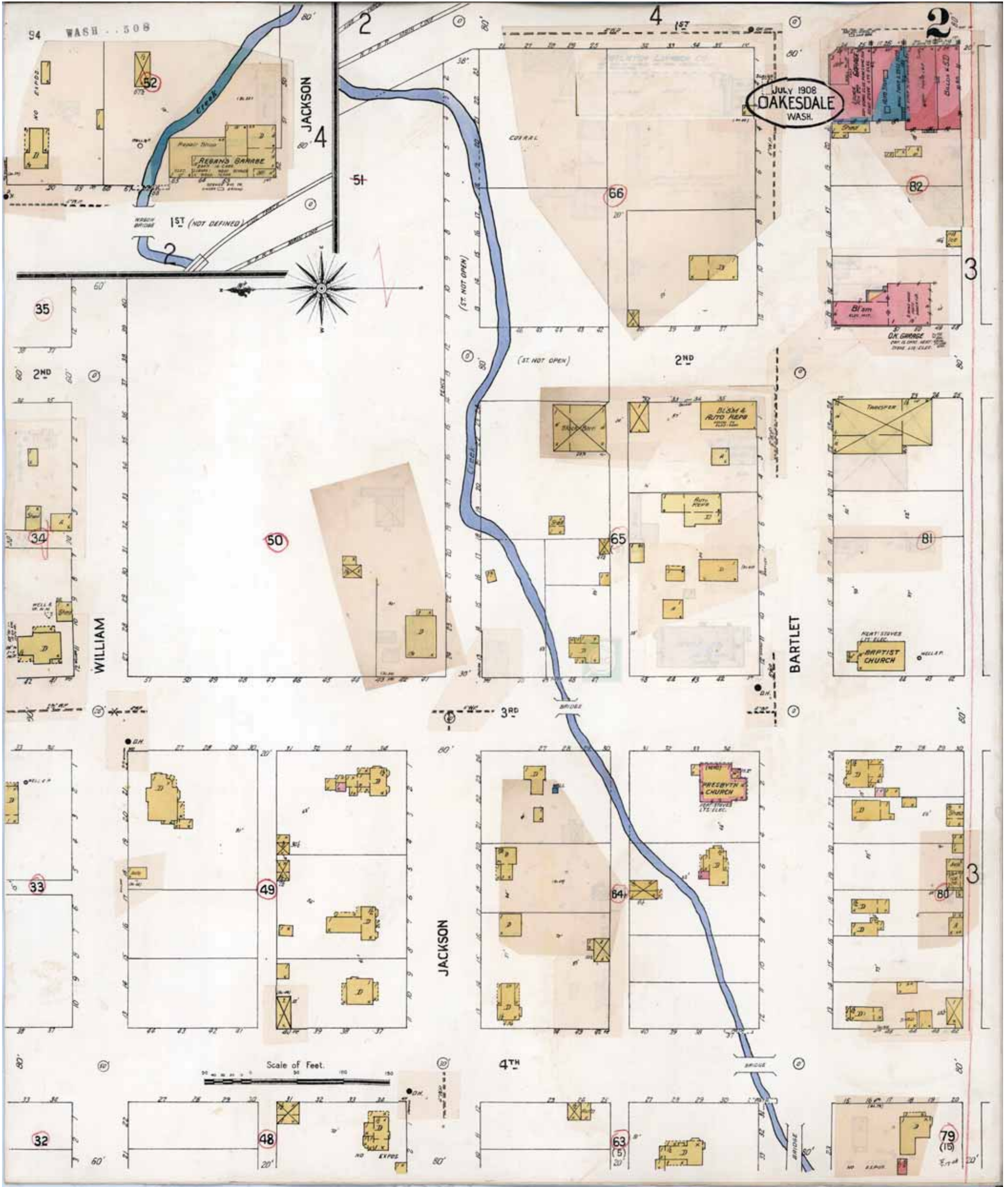
1893

Requested by: EnviroSite Corporation

Oakesdale Flour Mill
 103 East Jackson
 Oakesdale, WA 99158
 Client Project # 96430

HIG Project # 2081381 www.historicalinfo.com





Map Type: Fire Insurance
 Publisher: Sanborn Map Co.
 Publication Name: Oakesdale, WA
 Base Map Date: July 1908
 Revised Date: October 1931
 Republished Date:
 Sheet Number: 2

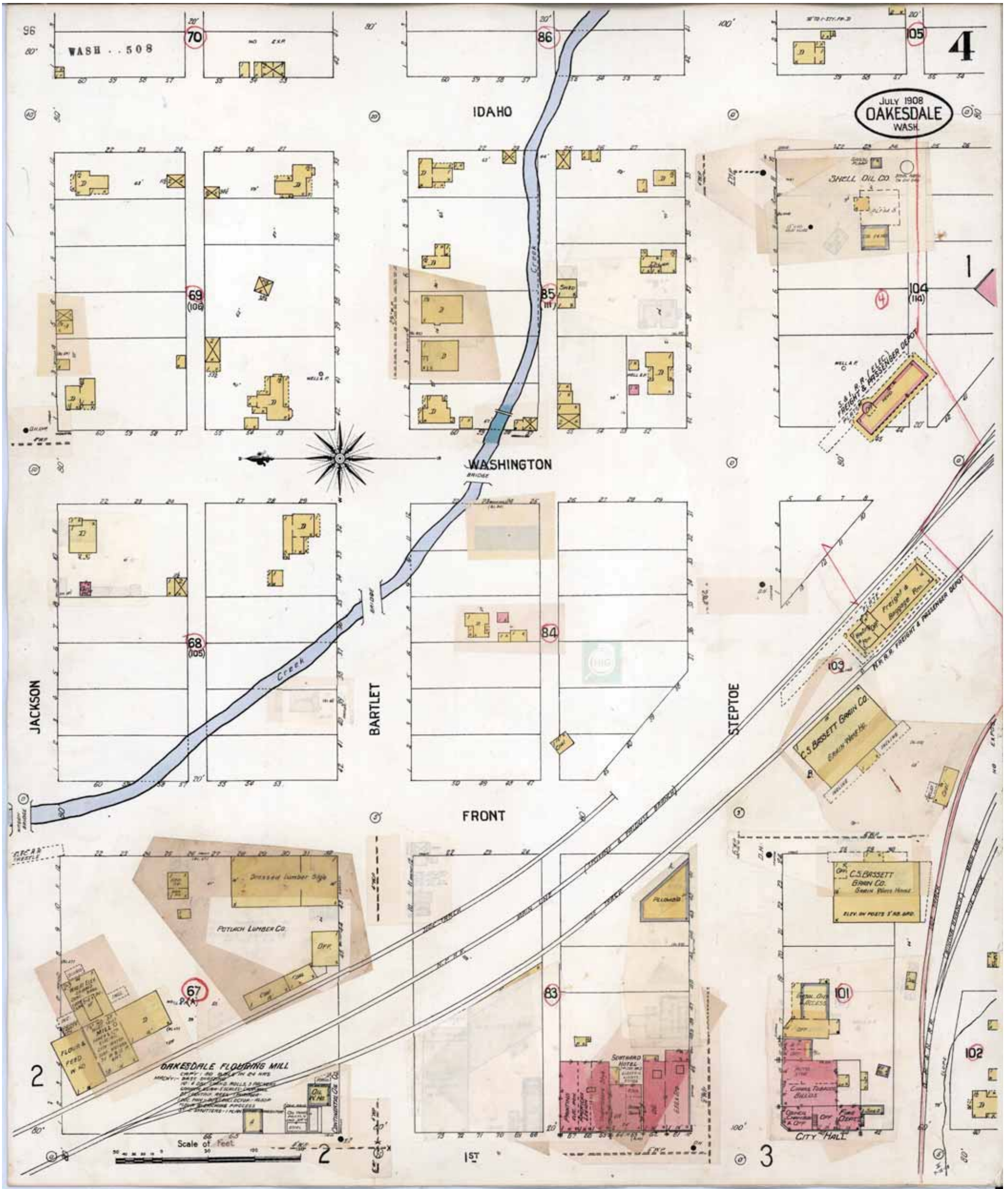
1931

Requested by: EnviroSite Corporation

Oakesdale Flour Mill
 103 East Jackson
 Oakesdale, WA 99158
 Client Project # 96430
 HIG Project # 2081381

www.historicalinfo.com





Map Type: Fire Insurance
 Publisher: Sanborn Map Co.
 Publication Name: Oakesdale, WA
 Base Map Date: July 1908
 Revised Date: October 1931
 Republished Date:
 Sheet Number: 4

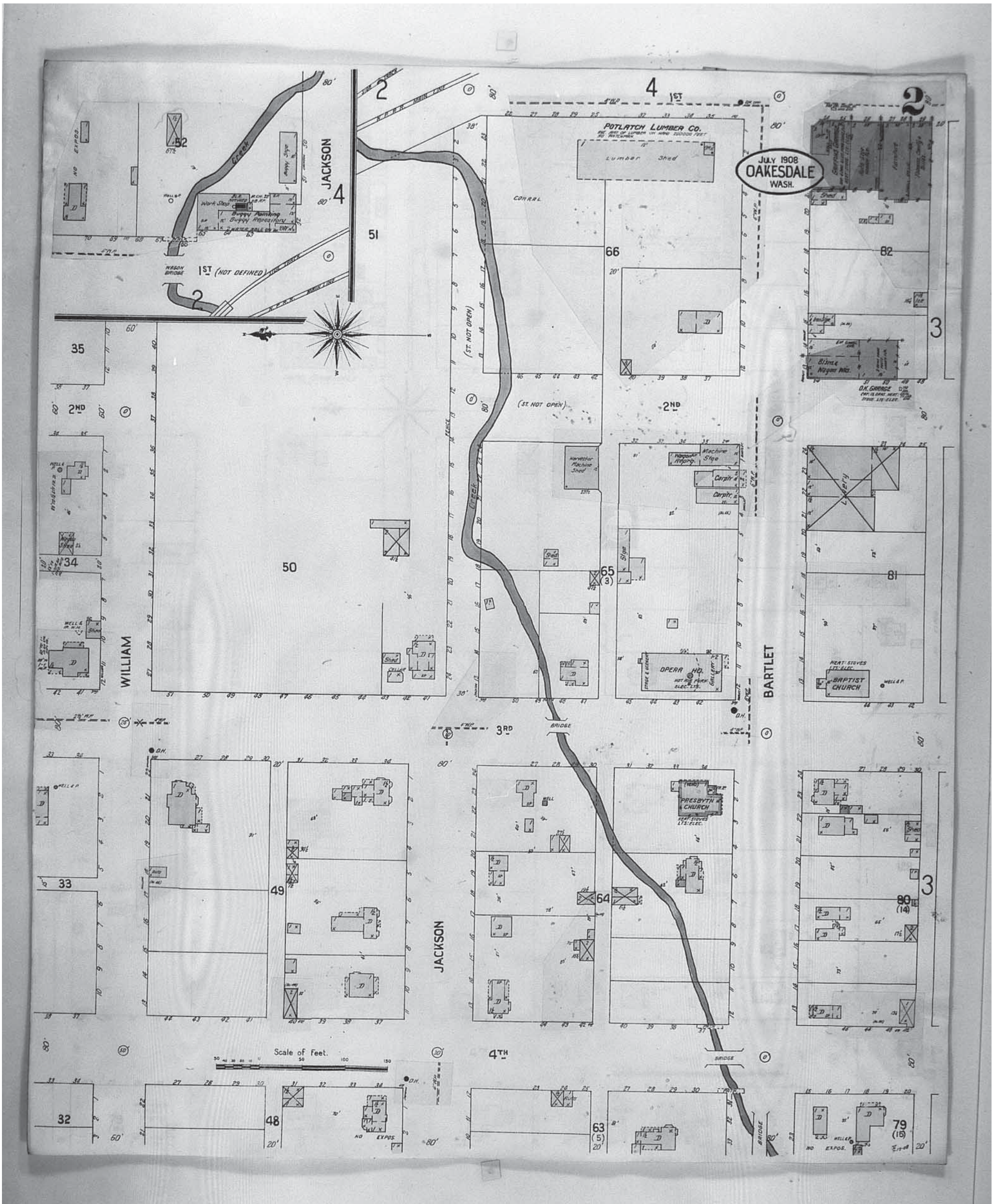
1931

Requested by: Envirosite Corporation

Oakesdale Flour Mill
 103 East Jackson
 Oakesdale, WA 99158
 Client Project # 96430

HIG Project # 2081381 www.historicalinfo.com





Map Type: Fire Insurance
 Publisher: Sanborn Map Co.
 Publication Name: Oakesdale, WA
 Base Map Date: July 1908
 Revised Date: 1916
 Republished Date:
 Sheet Number: 2

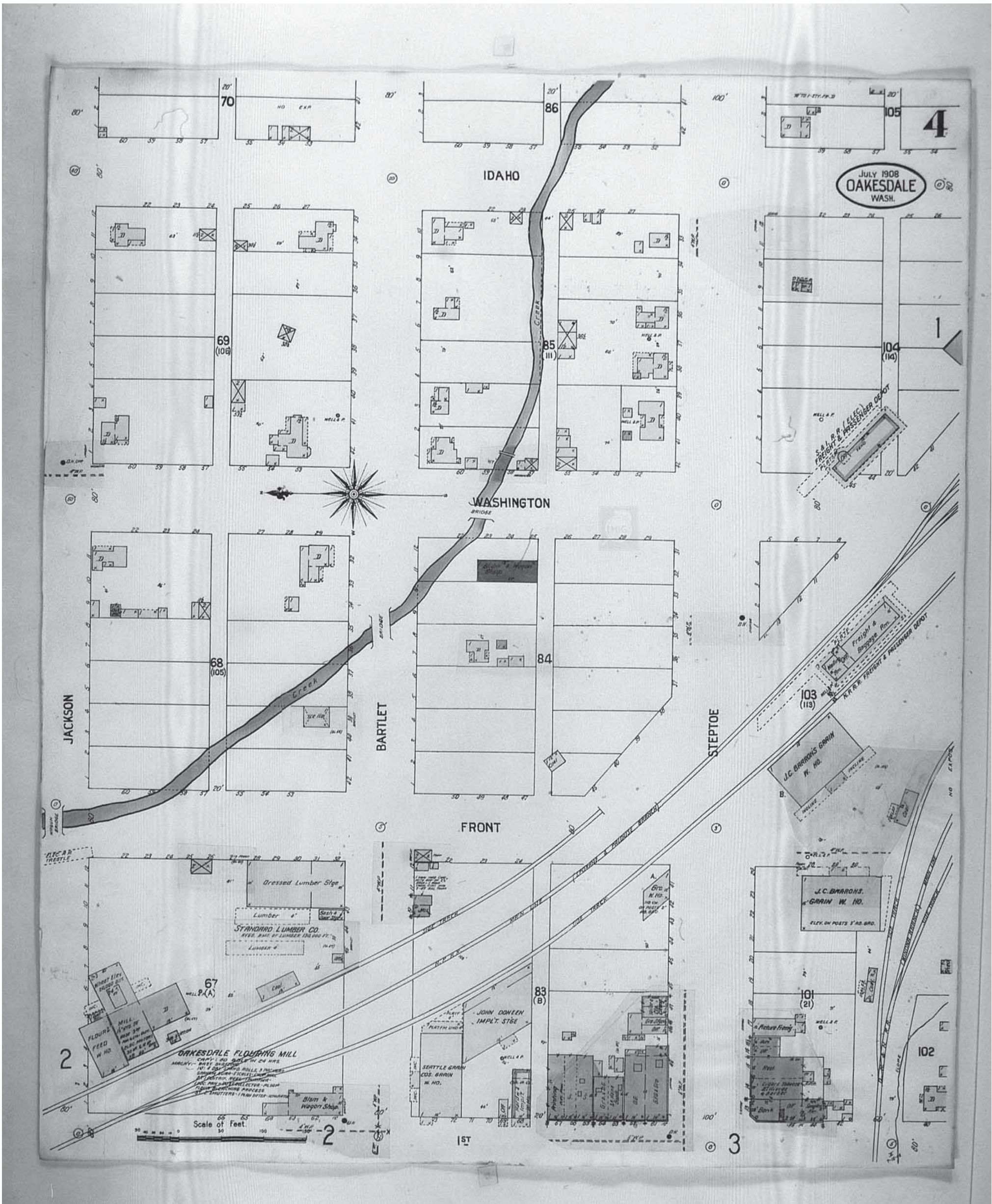
1916

Requested by: EnviroSite Corporation

Oakesdale Flour Mill
 103 East Jackson
 Oakesdale, WA 99158
 Client Project # 96430
 HIG Project # 2081381

www.historicalinfo.com





Map Type: Fire Insurance
 Publisher: Sanborn Map Co.
 Publication Name: Oakesdale, WA
 Base Map Date: July 1908
 Revised Date: 1916
 Republished Date:
 Sheet Number: 4

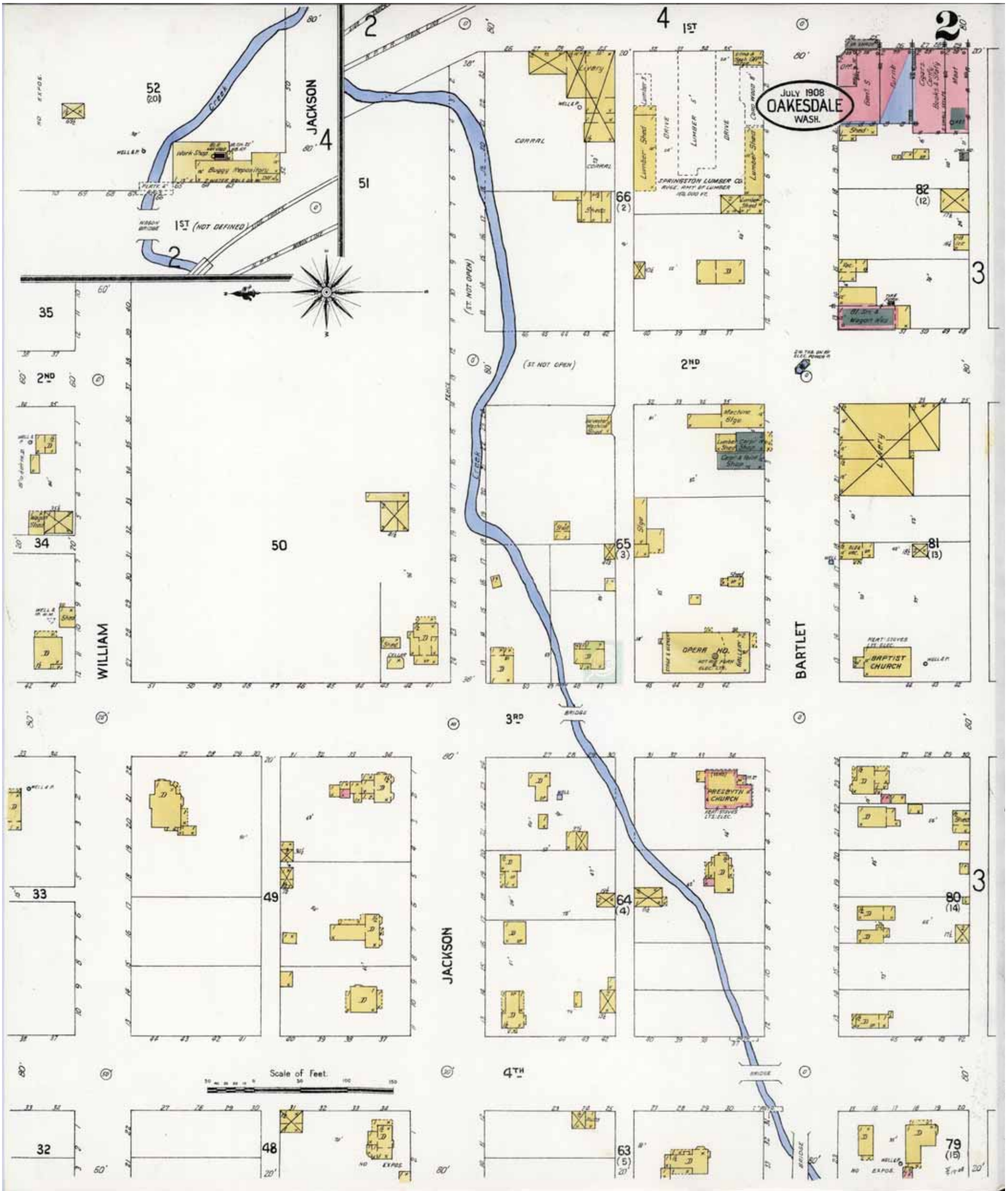
1916

Requested by: EnviroSite Corporation

Oakesdale Flour Mill
 103 East Jackson
 Oakesdale, WA 99158
 Client Project # 96430
 HIG Project # 2081381

www.historicalinfo.com





Map Type: Fire Insurance
 Publisher: Sanborn Map Co.
 Publication Name: Oakesdale, WA
 Base Map Date: July 1908
 Revised Date:
 Republished Date:
 Sheet Number: 2

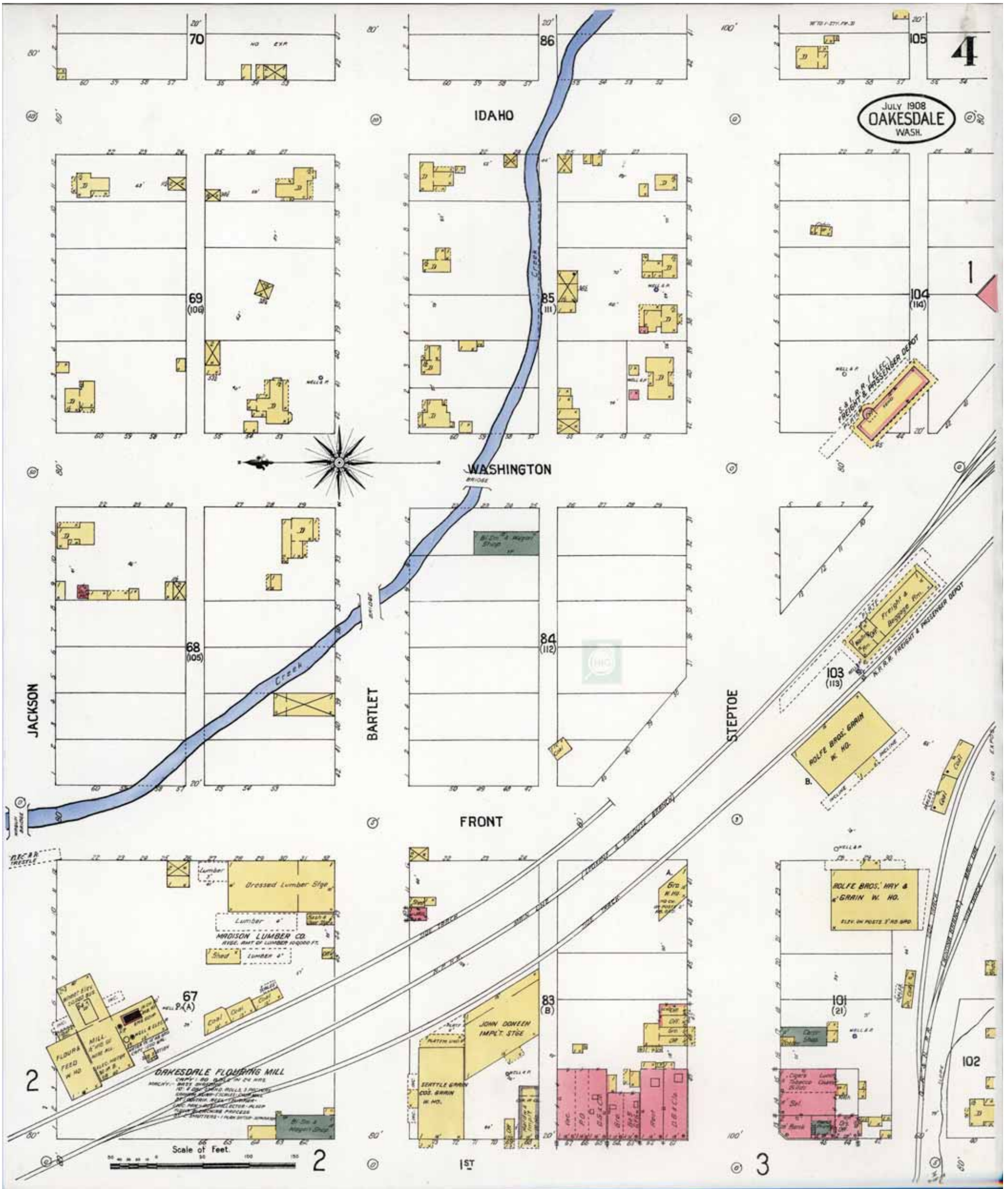
1908

Requested by: EnviroSite Corporation

Oakesdale Flour Mill
 103 East Jackson
 Oakesdale, WA 99158
 Client Project # 96430
 HIG Project # 2081381

www.historicalinfo.com





Map Type: Fire Insurance
 Publisher: Sanborn Map Co.
 Publication Name: Oakesdale, WA
 Base Map Date: July 1908
 Revised Date:
 Republished Date:
 Sheet Number: 4

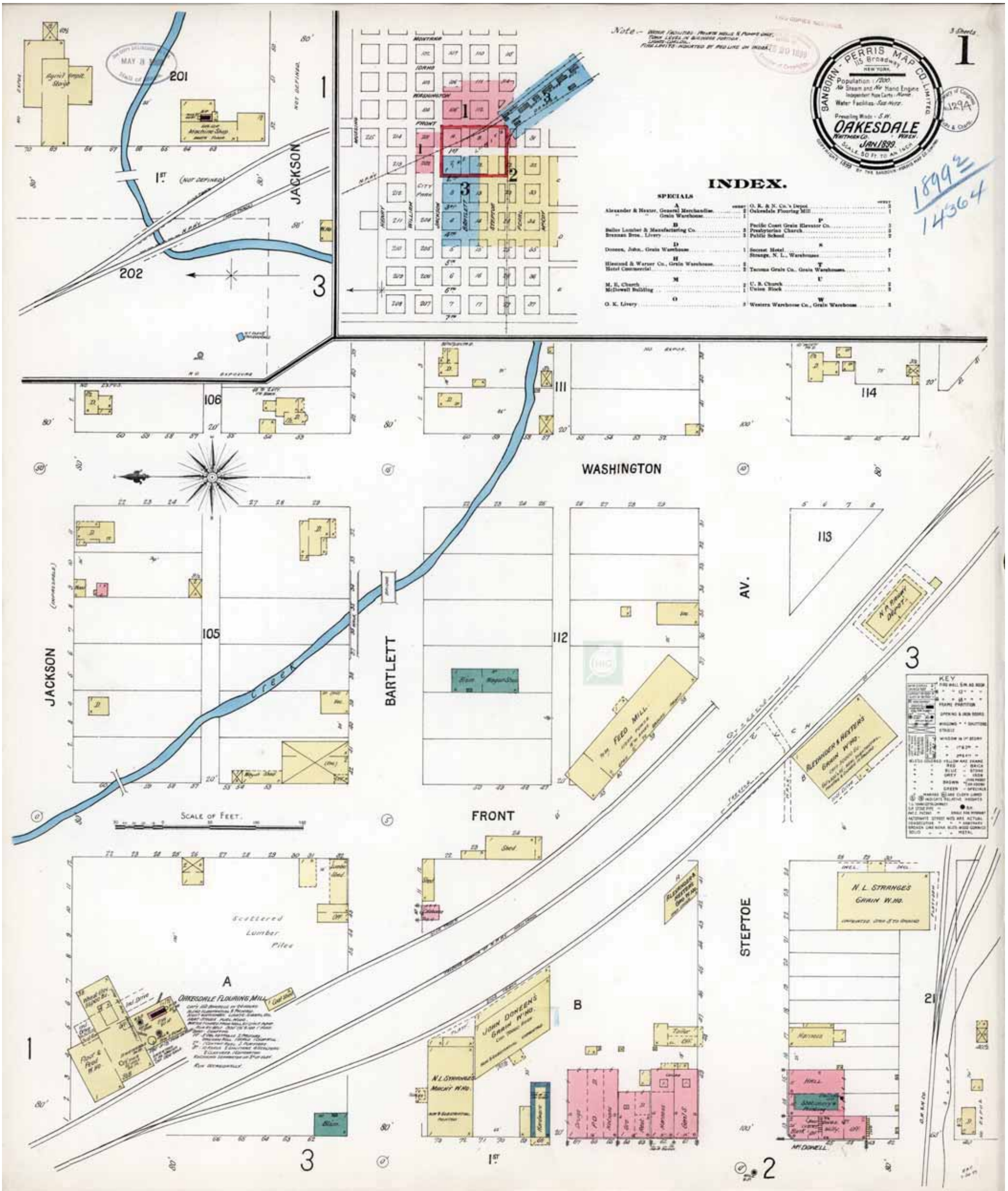
1908

Requested by: Envirosite Corporation

Oakesdale Flour Mill
 103 East Jackson
 Oakesdale, WA 99158
 Client Project # 96430
 HIG Project # 2081381

www.historicalinfo.com





Map Type: Fire Insurance
 Publisher: Sanborn-Perris Map Co.
 Publication Name: Oakesdale, WA
 Base Map Date: January 1899
 Revised Date:
 Republished Date:
 Sheet Number: 1

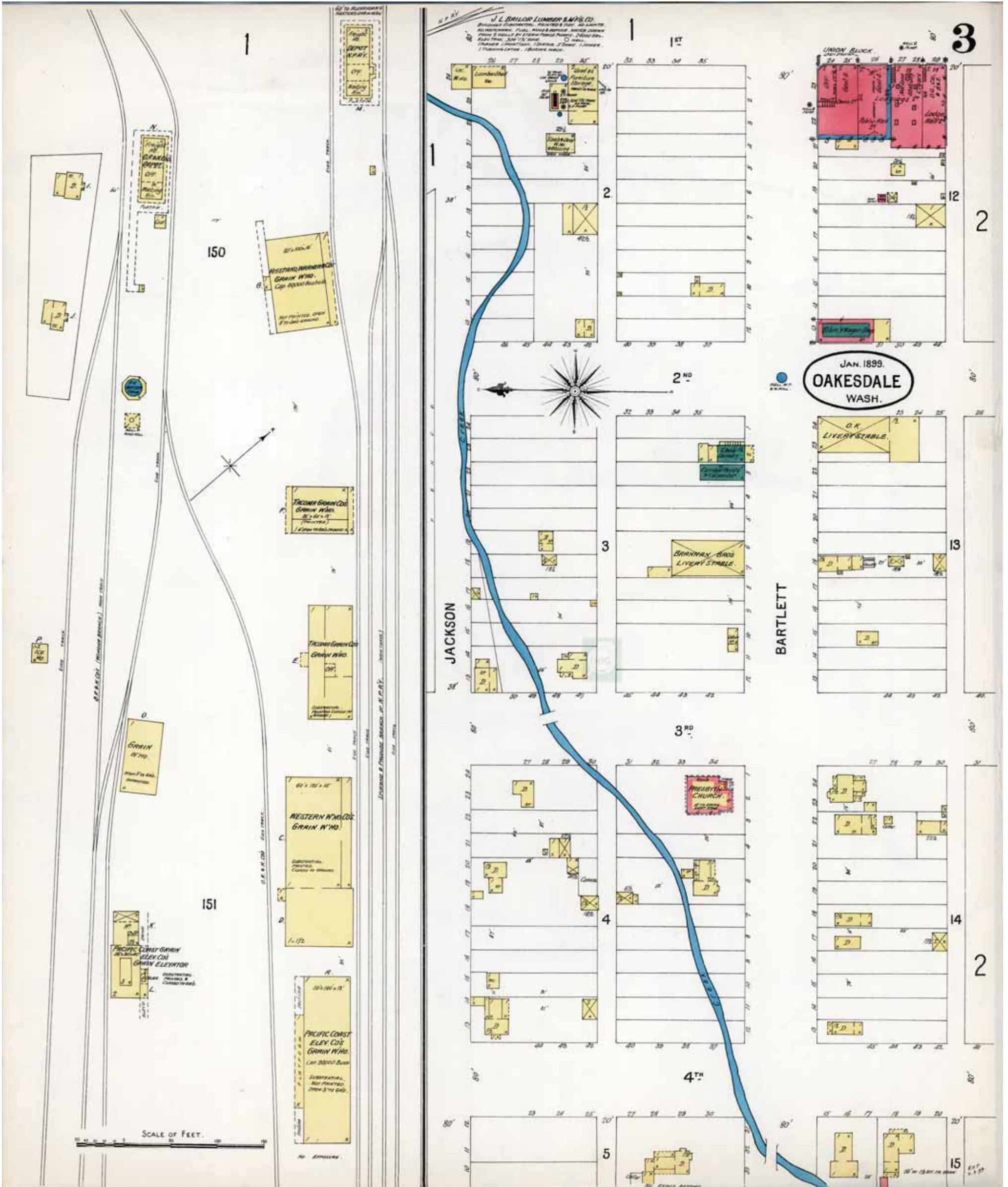
1899

Requested by: EnviroSite Corporation

Oakesdale Flour Mill
 103 East Jackson
 Oakesdale, WA 99158
 Client Project # 96430
 HIG Project # 2081381

www.historicalinfo.com





Map Type: Fire Insurance
 Publisher: Sanborn-Perris Map Co.
 Publication Name: Oakesdale, WA
 Base Map Date: January 1899
 Revised Date:
 Republished Date:
 Sheet Number: 3

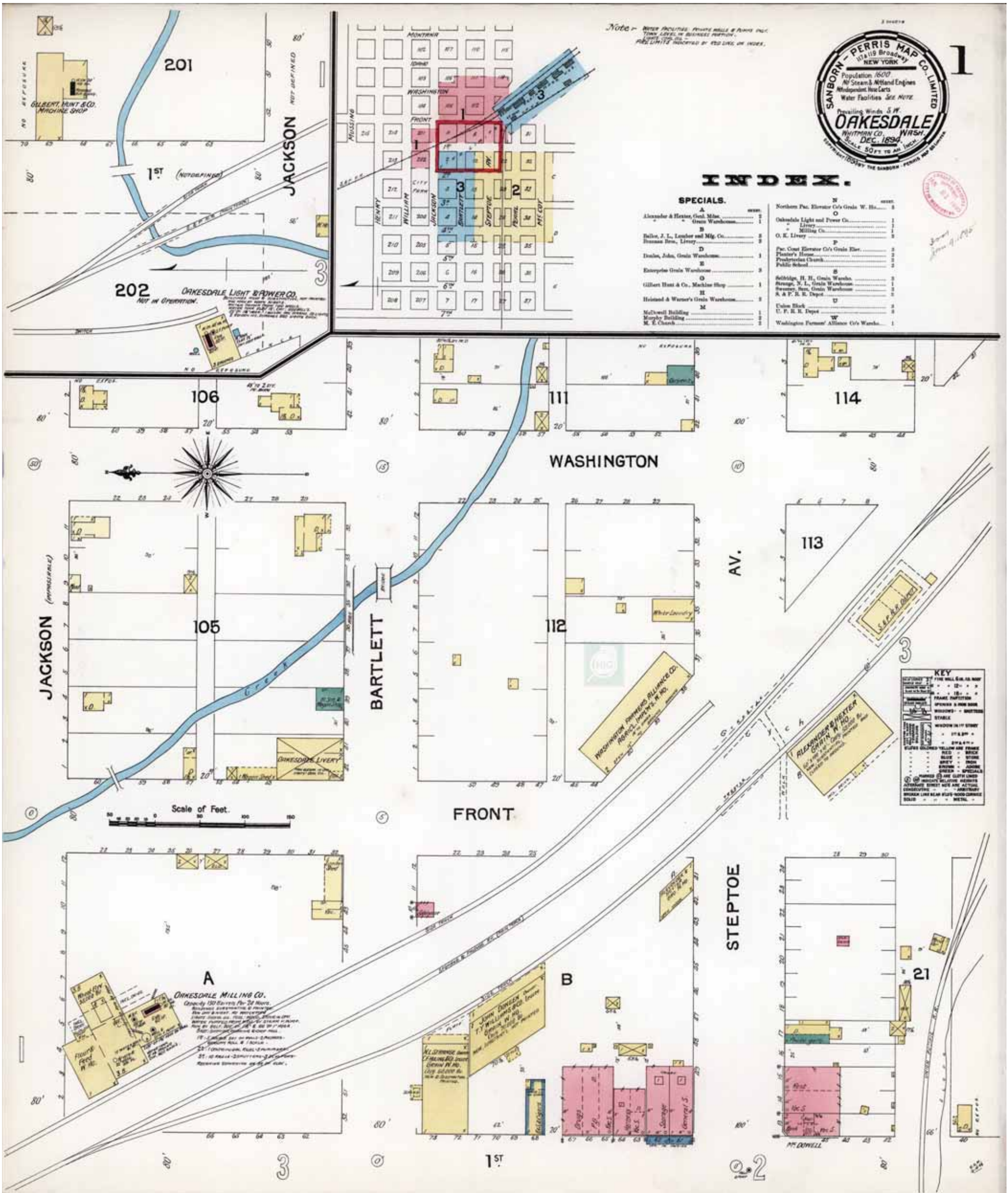
1899

Requested by: EnviroSite Corporation

Oakesdale Flour Mill
 103 East Jackson
 Oakesdale, WA 99158
 Client Project # 96430
 HIG Project # 2081381

www.historicalinfo.com





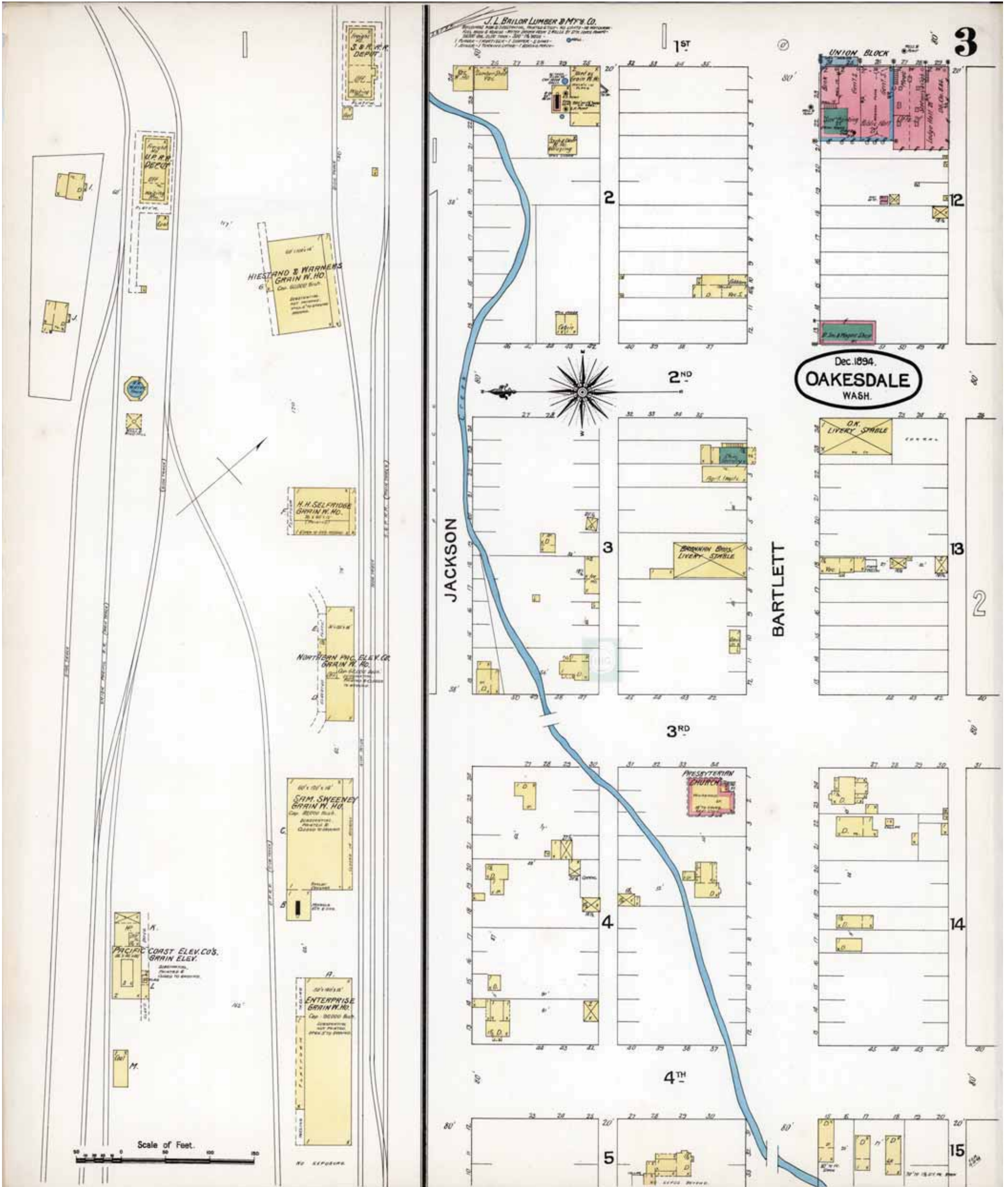
Map Type: Fire Insurance
 Publisher: Sanborn-Perris Map Co.
 Publication Name: Oakesdale, WA
 Base Map Date: December 1894
 Revised Date:
 Republished Date:
 Sheet Number: 1

1894

Requested by: EnviroSite Corporation

Oakesdale Flour Mill
 103 East Jackson
 Oakesdale, WA 99158
 Client Project # 96430
 HIG Project # 2081381 www.historicalinfo.com





Map Type: Fire Insurance
 Publisher: Sanborn-Perris Map Co.
 Publication Name: Oakesdale, WA
 Base Map Date: December 1894
 Revised Date:
 Republished Date:
 Sheet Number: 3

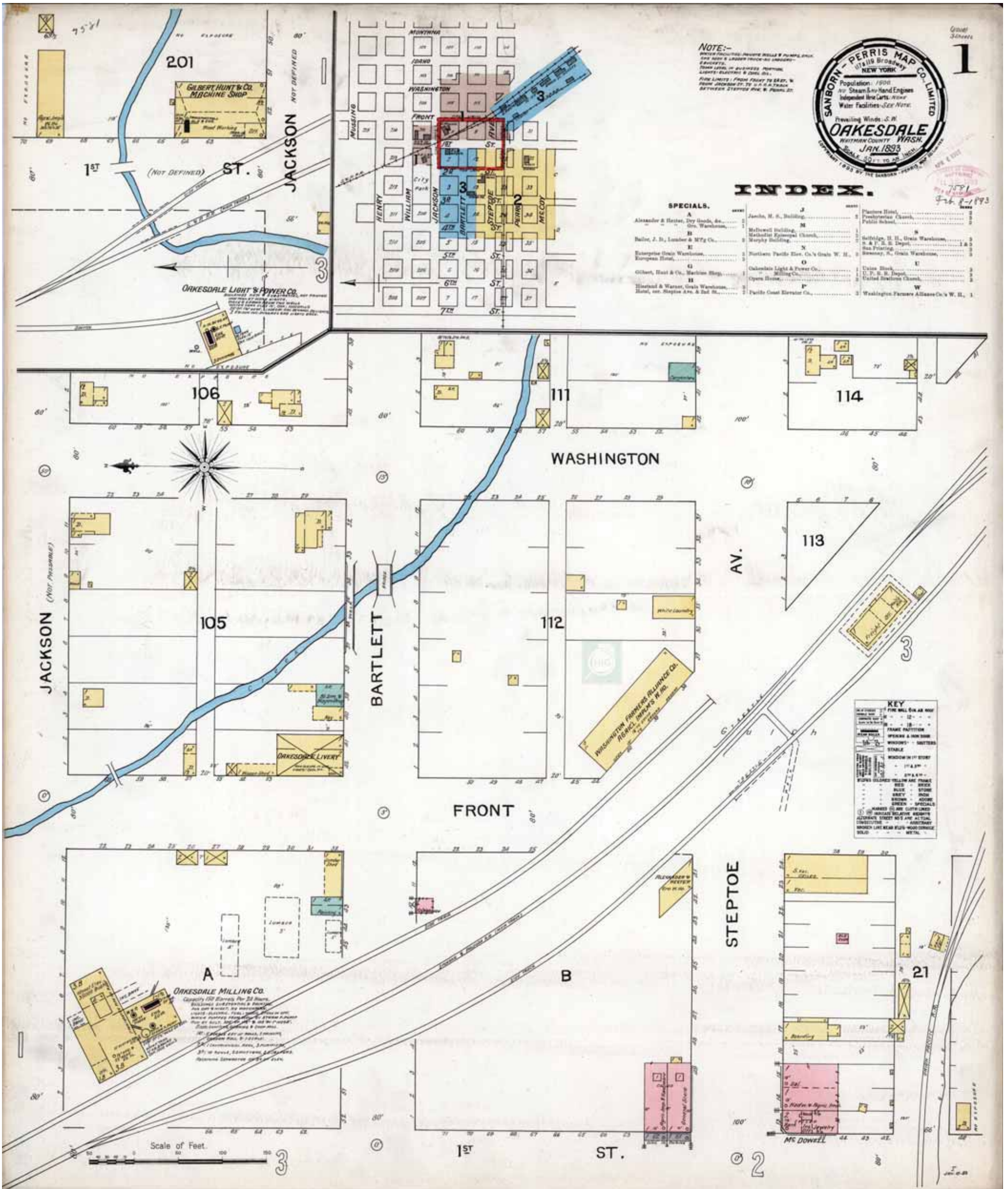
1894

Requested by: EnviroSite Corporation

Oakesdale Flour Mill
 103 East Jackson
 Oakesdale, WA 99158
 Client Project # 96430
 HIG Project # 2081381

www.historicalinfo.com





Map Type: Fire Insurance
 Publisher: Sanborn-Perris Map Co.
 Publication Name: Oakesdale, WA
 Base Map Date: January 1893
 Revised Date:
 Republished Date:
 Sheet Number: 1

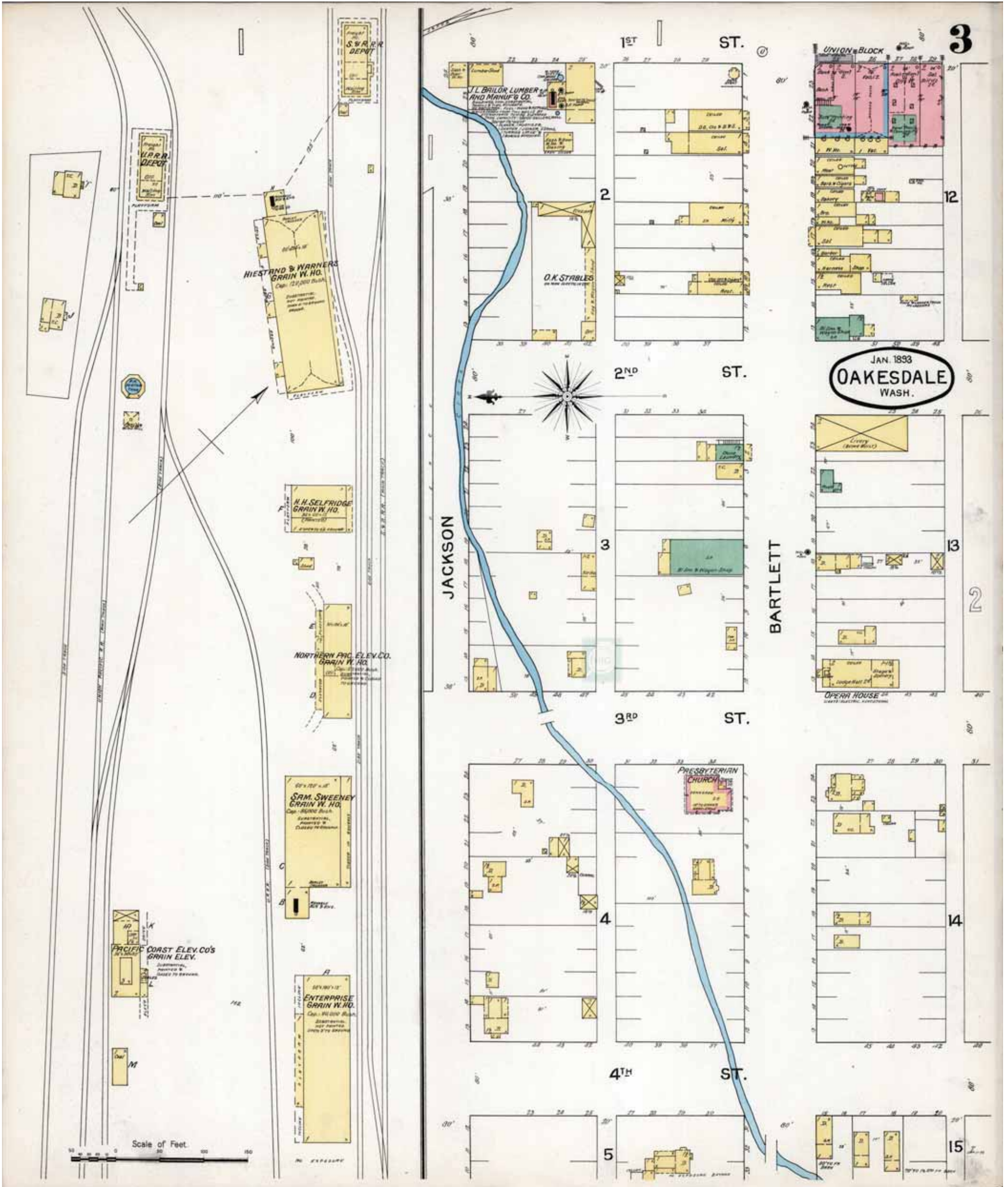
1893

Requested by: EnviroSite Corporation

Oakesdale Flour Mill
 103 East Jackson
 Oakesdale, WA 99158
 Client Project # 96430
 HIG Project # 2081381

www.historicalinfo.com





Map Type: Fire Insurance
 Publisher: Sanborn-Perris Map Co.
 Publication Name: Oakesdale, WA
 Base Map Date: January 1893
 Revised Date:
 Republished Date:
 Sheet Number: 3

1893

Requested by: EnviroSite Corporation

Oakesdale Flour Mill
 103 East Jackson
 Oakesdale, WA 99158
 Client Project # 96430

HIG Project # 2081381 www.historicalinfo.com





City Directory Report | 2024

Order Number: 96430

Report Generated: April 1, 2024

Oakesdale Flour Mill
103 E Jackson St
Oakesdale, WA 99158

56 Broome Corporate Parkway
Conklin, NY 13748

Prepared for EnviroSite Corporation By:



Property Archives

Toll Free: 866-211-2028
www.envirositecorp.com

City Directory Report

Envirosite's Standard City Directory Report is a screening tool designed to assist in historical use determination of a subject property and adjacent properties. It includes a search of Property Archives digital datasets and national book collections including the Library of Congress and/or the Allen County Public Library at five year intervals or the closest available intervals.

RESEARCH SUMMARY:

The following research sources were consulted in the preparation of this report:

SOURCE:

YEAR:

Property Archives

2020, 2015, 2011, 2006, 2001, 1998, 1993

Property Archives is a proprietary and comprehensive dataset of over 1.5 billion commercial, industrial and residential records, business names and uses and occupant records for every city and town in the United States, from recent years to the early 1990s. Property Archives dataset is wholly owned and operated by Property Archives, LLC

This report was prepared by Property Archives, LLC for Envirosite Corporation



Property Archives

SUBJECT PROPERTY:

103 E Jackson St , Oakesdale, WA 99158

ADJOINING PROPERTIES:

E Jackson St, Oakesdale, WA 99158

Disclaimer - Copyright and Trademark Notice

All information contained in this report is based on data available from various public, government and other sources and are based upon the best data available from those sources. The information available in this report may be available from other sources and is not exclusive or the exclusive property of Property Archives, LLC

NO WARRANTY EXPRESSED OR IMPLIED, IS MADE IN CONNECTION WITH THIS REPORT, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL RISK IS ASSUMED BY USER AND Property Archives, LLC assumes no liability for faulty or inaccurate information. The Reports may utilize a variety of public and other sources reasonably available to Property Archives. Property Archives cannot, and does not assure, warrant, guarantee or assume any liability for the correctness, comprehensiveness, timeliness or completeness of any of such information, nor is the information in any Report to be construed as legal advice with respect to environmental risks associated with any property. Property Archives shall not be liable to anyone for any claims, causes of action, suits, damages, losses, costs and expenses (including, without limitation, attorneys' fees and costs) arising out of or caused by this report regardless of the acts, errors or omissions, or negligence of Property Archives. Any damages shall be limited to the purchase price of the report.

Purchaser of the report accepts the report "As Is". The report is intended only to provide information only and should not be considered as providing any legal advice, prediction, forecast, or fact as to the environmental risk for any specific property. Reports are proprietary to Property Archives, and contain copyrighted material and trademarks of Property Archives. All other trademarks used herein are the property of their respective owners. All rights of Property Archives, LLC as to the Reports are reserved.

2020: E Jackson St, Oakesdale, WA 99158

No results

2015: E Jackson St, Oakesdale, WA 99158

No results

2011: E Jackson St, Oakesdale, WA 99158

No results

2006 E Jackson St, Oakesdale, WA 99158

Karen Nebel	0 E 304 Jackson
Joseph Barron	103 E Jackson
Edward P Reed	210 Jackson

2001 E Jackson St, Oakesdale, WA 99158

Joseph Barron	103 E Jackson
Edward P Reed	210 Jackson
Karen E Nebel	304 Jackson

1998 E Jackson St, Oakesdale, WA 99158

Karen Nebel	0 E 304 Jackson
Joseph Barron	103 E Jackson
Edward P Reed	210 Jackson
Tom & Kathy Zornes	410 W Jackson

1993 E Jackson St, Oakesdale, WA 99158

BARRON JOSEPH	103 E JACKSON
REED EDWARD P	210 JACKSON
NEBEL KAREN	304 E JACKSON
NEBEL KAREN	304 JACKSON
JOHNSON RANDY	306 JACKSON
PADEN GERRY	308 JACKSON



Historical Aerial Photo Report | 2024

Order Number: 96430

Report Generated: 04/01/2024

Project Name: Oakesdale Flour Mill

Project Number: PU24114

Oakesdale Flour Mill
103 East Jackson
Oakesdale, WA, 99158

Contact us at:
(866) 211-2028
envirositecorp.com

Envirosite's Historical Aerial Photo Report is designed to assist in evaluating a subject property resulting from past activities. EnviroSite's Historical Aerial Photo Report includes a search of available historical aerial photographs, dating back to the 1930s, or earliest available photographs.

ENVIROSITE SEARCHED SOURCES

SUBJECT PROPERTY:

Oakesdale Flour Mill
103 East Jackson
Oakesdale, WA, 99158

YEAR:

1953
1961
1975
1982
1991
1996
2006
2009
2011
2013
2015
2017
2019
2021

SCALE:

1" = 1,000'
1" = 500'
1" = 1,000'
1" = 1,000'
1" = 1,000'
1" = 500'
1" = 500'
1" = 500'
1" = 500'
1" = 500'
1" = 500'
1" = 500'
1" = 500'
1" = 500'

SOURCE:

U.S.G.S
U.S.G.S
U.S.G.S
NHAP
NAPP
DOQ
NAIP
NAIP
NAIP
NAIP
NAIP
NAIP
NAIP
NAIP
NAIP


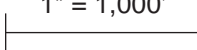
Disclaimer - Copyright and Trademark Notice

All information contained in this report are based on data available from various public, government and other sources and are based upon the best data available from those sources. The information available in this report may be available from other sources and is not exclusive or the exclusive property of EnviroSite Corporation.

NO WARRANTY EXPRESSED OR IMPLIED, IS MADE IN CONNECTION WITH THIS REPORT, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL RISK IS ASSUMED BY USER AND EnviroSite assumes no liability for faulty or inaccurate information. The Reports may utilize a variety of public and other sources reasonably available to EnviroSite. EnviroSite cannot, and does not assure, warrant, guarantee or assume any liability for the correctness, comprehensiveness, timeliness or completeness of any of such information, nor is the information in any Report to be construed as legal advice with respect to environmental risks associated with any property. EnviroSite shall not be liable to anyone for any claims, causes of action, suits, damages, losses, costs and expenses (including, without limitation, attorneys' fees and costs) arising out of or caused by this report regardless of the acts, errors or omissions, or negligence of EnviroSite. Any damages shall be limited to the purchase price of the report.

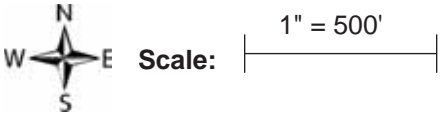
Purchaser of the report accepts the report "As Is". The report is intended only to provide information only and should not be considered as providing any legal advice, prediction, forecast, or fact as to the environmental risk for any specific property. Reports are proprietary to EnviroSite, and contain copyrighted material and trademarks of EnviroSite. All other trademarks used herein are the property of their respective owners. All rights of EnviroSite as to the Reports are reserved.

FLIGHT YEAR:
1953

W  E Scale:  1" = 1,000'



FLIGHT YEAR:
1961

Scale:  1" = 500'




FLIGHT YEAR:
1975

N
W E S Scale: 1" = 1,000'



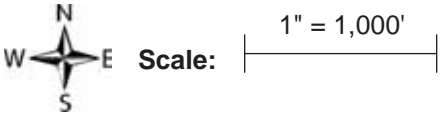
FLIGHT YEAR:
1982

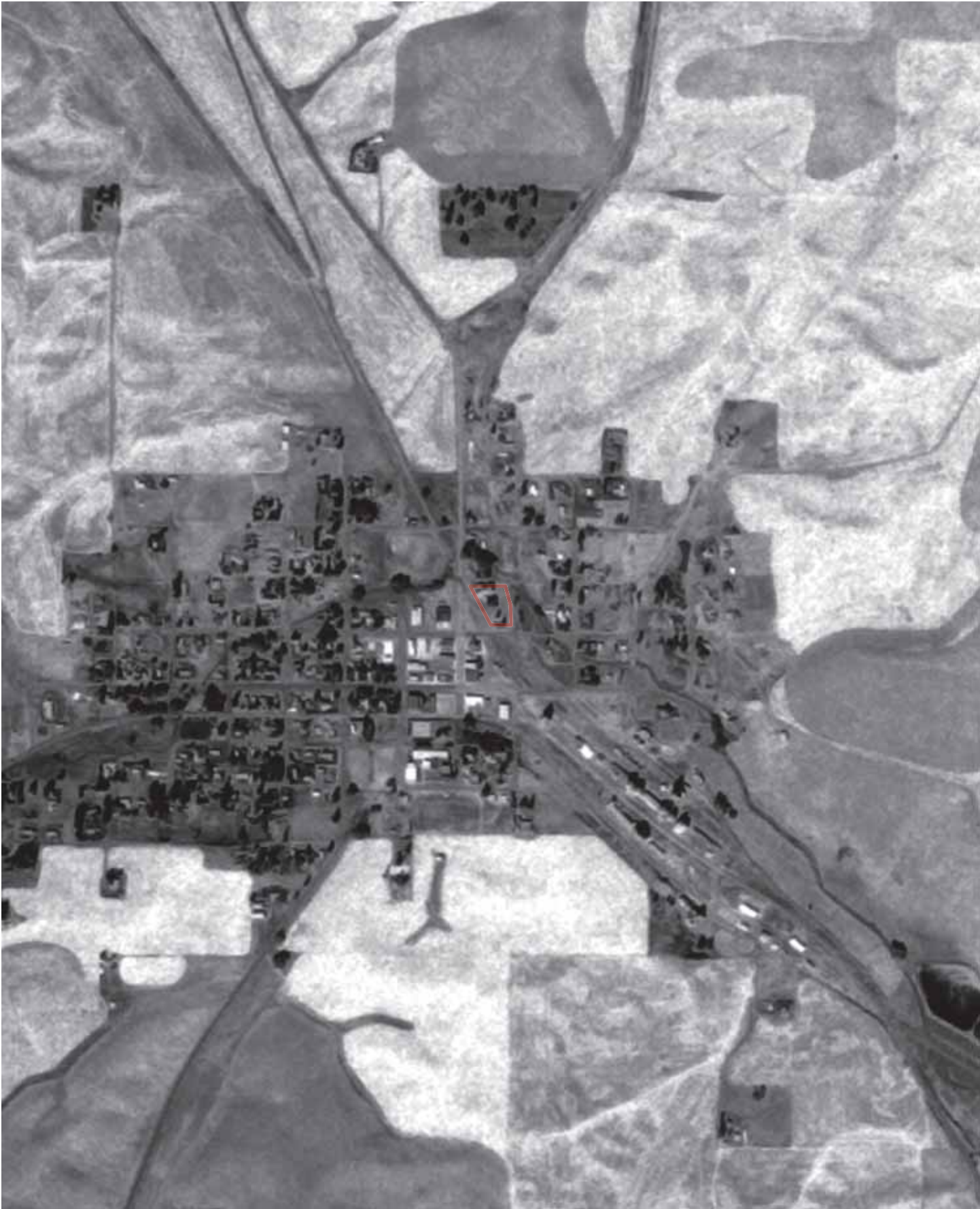
N
W  E
S

Scale: |-----| 1" = 1,000'


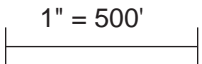


FLIGHT YEAR:
1991

Scale:  1" = 1,000'



FLIGHT YEAR:
1996

 **Scale:**  1" = 500'



FLIGHT YEAR:
2006

N
W E S Scale: 1" = 500'

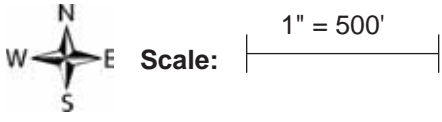


FLIGHT YEAR:
2009

N
W E S
Scale: 1" = 500'

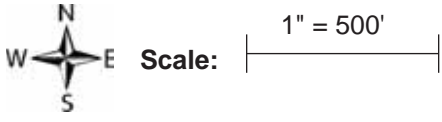


FLIGHT YEAR:
2011

Scale:  1" = 500'

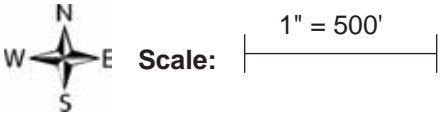


FLIGHT YEAR:
2013

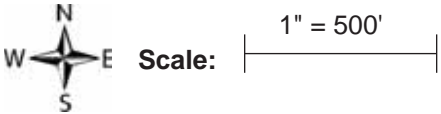
Scale:  1" = 500'



FLIGHT YEAR:
2015



FLIGHT YEAR:
2017



FLIGHT YEAR:
2019

N
W E S Scale: 1" = 500'



FLIGHT YEAR:
2021

N
W E S
Scale: 1" = 500'



APPENDIX D

Photographic Documentation



Photograph 1: View of the site's building from the south, looking north.



Photograph 2: View of the scale and loading door on the east side of the mill, looking west.



Photograph 3: View of the scale and loading door on the east side of the mill, looking west.



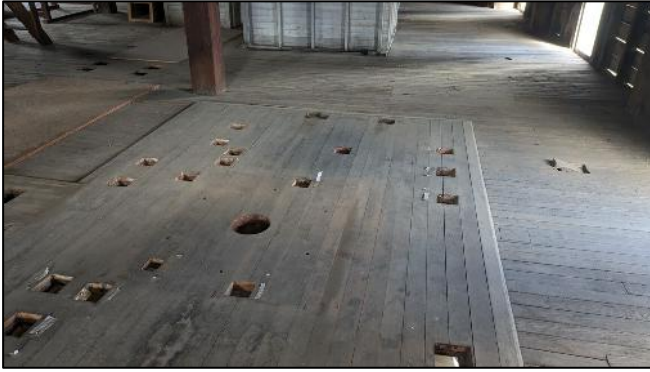
Photograph 4: View of the adjoining property to the east.



Photograph 5: View of the former loading area on the east side of the mill building.



Photograph 6: View of some of the mill's wood piping.



Photograph 7: Area in in the 2nd floor where the wood piping has been removed.



Photograph 8: Remnant infrastructure in the mill on the 2nd floor.



Photograph 9: View of a grain storage bin on the top floor of the mill.



Photograph 10: View of the wheels that supported belts to operate machinery in the mill.



Photograph 11: View of wheels in the basement floor of the mill.



Photograph 12: View of the flour storage warehouse on the west side of the mill building.

APPENDIX E

Statement of Qualifications

JOSH KANNENBERG, P.G., L.G.

jkannenberg@geoproc.com



CLIENT COMMITMENT

"I am committed to value-added project management."

ENVIRONMENTAL SERVICES MANAGER

Josh has 15+ years experience conducting Phase I and Phase II Environmental Site Assessments and environmental sampling projects on industrial facilities, fueling stations, commercial properties, agricultural land, multi-tenant apartment complexes, single family residences, easements, and undeveloped land. Josh is also adept at industrial hygiene monitoring, incremental soil sampling, multi-tiered QA/QC, asbestos surveys, indoor air quality surveys, lead inspections, abatement oversight, environmental drilling oversight and sampling, geotechnical sample collection, and environmental remediation projects.

PROFESSIONAL REGISTRATION AND AFFILIATIONS

- Licensed Geologist - Washington (No. 3071)
- Professional Geologist - Idaho (No. 1515)
- U.S. EPA 40 CFR Part 763 AHERA - Building Inspector, Contractor/Supervisor, Project Designer, Management Planner
- National Institute of Occupational Safety and Health (NIOSH) - NIOSH 582-Equivalent Trained
- US Environmental Protection Agency (EPA) - Certified Lead Paint Inspector, Certified XRF Operator
- Occupational Safety and Health Administration (OSHA) - 30-Hour OSHA Construction Safety/Health
- U.S. EPA 29 CFR Part 1910.120 Hazardous Waste Operations and Emergency Response (HAZWOPER) - 40-Hour HAZWOPER, 8-Hour HAZWOPER, Supervisor

EDUCATION

Bachelor of Science - Geology, University of Idaho, 2008

REPRESENTATIVE EXPERIENCE

Former Goodman Oil Brownfields Project – Moscow, Idaho

Josh currently serves as the project manager for an Idaho Department of Environmental Quality (IDEQ) Brownfields project at a former service station and bulk plant in Moscow. The initial site characterization included exploratory soil borings, installation of groundwater monitoring wells and associated sampling activities. Josh is currently involved with evaluating the site risk factors by developing a site conceptual model based on future site redevelopment. Josh prepared the Project Quality Assurance Project Plan (QAPP) for the project as well as the Limited Phase II Environmental Site Assessment (ESA) report. The site was entered into the Voluntary Remediation Program (VRP) with the IDEQ and a Voluntary Remediation Work Plan (VRWP) was prepared to bring the site to closure with an environmental covenant. The project is currently ongoing with completion anticipated in 2017.

Idaho DEQ Experience

Josh has successfully managed various projects under regulatory oversight of the Idaho DEQ including sites within the Federal Brownfields Program and the IDEQ's VRP. He is familiar with the level of data quality control and work plan processes required by the IDEQ to bring contaminated sites to closure within the regulatory framework of the state programs.

University of Idaho (UI) and Washington State University (WSU) Hazardous Material Inspections, Abatement Oversight and Air Clearance Services

Josh has conducted several hazardous building material surveys, asbestos abatement oversight, and air clearance sampling at facilities on both UI and WSU campuses. Josh has served as a project manager for the Kreugel-McCallister (KMAC) and Stephenson Commons hazardous materials inspection projects. He has experience conducting asbestos survey activities within the WSU steam tunnel network, including historic thermal systems insulation (TSI) on pipe systems and unique access and safety requirements. UI projects include abatement oversight services at the Art and Architecture building and hazardous material inspection at Life Sciences South.

TRAVIS WAMBEKE, P.E., P.G., MBA

twambeke@geoprocorp.com



CLIENT COMMITMENT

"I strive to provide continuous client communication to incorporate design efficiencies and develop cost-effective solutions to soil engineering problems."

PRINCIPAL ENGINEER

Travis is the Chief Executive Officer and President for GPI. Travis has 20+ years' experience with geotechnical engineering projects throughout Washington, Idaho, Montana, Wyoming, and Oregon, and provides overall corporate vision and leadership for GPI's diverse staff. Specialization areas include contract evaluation, business acquisition and client relations. Technical areas include geologic characterization, intermediate and deep foundations, developing practical solutions to soil-related earthwork and foundation construction challenges, environmental assessments, site monitoring, and construction material testing.

PROFESSIONAL REGISTRATION AND AFFILIATIONS

- **Professional Engineer** - Idaho, Washington, Wyoming
- **Professional Geologist** - Washington
- **Washington Association of Building Officials (WABO)** - Technical Director
- **International Code Council (ICC)** - Special Inspector: Reinforced Concrete
- **Idaho Society of Professional Engineers (ISPE)** - President (2002, 2001, 2000), Vice President (1999)
- **Geoprofessional Business Association (GBA)** - Fundamentals of Professional Practice (1997)
- **University of Idaho College of Business Advisory Board**
- **ASCE Ethics Committee (2012-2014)**
- **Nuclear Gauge Safety Training**

EDUCATION

Master of Business Administration, University of Idaho, 2010

Master of Science - Geological Engineering, University of Idaho, 1997

Bachelor of Science - Geological Engineering, University of Idaho, 1993

REPRESENTATIVE EXPERIENCE

Quality Assurance

As GPI's CEO, Travis actively participates in each of our disciplines. He regularly invests time to review proposals and deliverables, as well as mentor and bolster staff throughout the company. His commitment to quality products is tied to his commitment to GPI's clients; assuring clients are delivered the service he believes they deserve.

Phase I and II Environmental Site Assessments

Travis has been performing Phase I and II site assessments for 15 years for public and private sector clients. His experience ranges from Phase I ESAs to site sampling plans to design and installation of remediation systems. Travis is a licensed Professional Geologist as well as Professional Engineer and is experienced in groundwater exploration and development of groundwater monitoring programs.

I-Minerals Prospect Mine Development - Latah County, Idaho

Travis was the project manager and principal engineer for this mining project. He oversaw extensive haul route and waste dump exploration during all seasons, performed cut /fill slope analyses, and accomplished a detailed material, methodology, and costing evaluation for a remote bridge installation. In addition, Travis facilitated geologic mapping, property analysis, and exploration for competent aggregate borrow sources in the area. Part of the analysis included waste dump slope stability, including stabilizing old tailings that had experienced slope failure and erosion. Plant siting and tailings pond analyses were also critical elements of this 3-year project. Two additional project aspects included a barge and rail load-out facility and cost considerations of rail transport along the historic St. Maries railroad route.

Low Impact Development (LID) Project Aspects, Washington State University – Pullman, Washington

Travis has interacted with numerous project design teams in both the design-build and design-bid-build delivery mechanisms to provide geotechnical information and consultation for LID improvements on various projects across Pullman's Washington State University (WSU) campus. Specifically, GPI has provided geotechnical exploration, soil infiltration testing and laboratory analysis to provide design analysis for designing rain gardens, bio-infiltration swales and pervious pavement applications. In addition, GPI has provided pavement section thickness recommendations and mixed property specifications for pervious asphalt and concrete pavement applications on WSU campus.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), effective as of September 5, 2024 (“Effective Date”), sets forth certain understandings and agreements between Innovia Foundation (“Innovia”) and the Port of Whitman County (“Port of Whitman”) collectively referred to as the “Parties.” The Parties agree to the following priorities and good-faith commitments regarding the JC Barron Flour Mill (“Mill”) in Oakesdale, Washington. This MOU is non-binding in nature and only establishes a framework for discussion and preparation of final transactional documents which, if drafted and signed, would become binding agreements on the Parties.

The Mill is a historic and treasured asset for the Town of Oakesdale, and the building provides an important economic opportunity for the community and Whitman County.

- Port of Whitman is dedicated to improving the quality of life for all citizens of Whitman County through industrial real estate development, preservation of multi-modal transportation, facilitation of economic development and provision of on-water recreational opportunities.
- Innovia is the community foundation for Eastern Washington and North Idaho, with a mission to ignite generosity that transforms lives and communities.

Innovia became the sole owner of the Mill on May 2, 2024.

It is the intent of Innovia to transfer ownership of the Mill for the benefit of the Oakesdale community to the Port of Whitman, consistent with Port statutory authority, within the next 12 months or on a mutually agreed upon timeframe, in accordance with the following commitments:

- Parties will work together to establish a community advisory committee that will actively work to both fundraise and provide the Port of Whitman with community input on the overall plan for restoration and repurposing of the Mill.
- Parties will work together to create related community engagement plans to elicit broad community-wide support and investment for the project.
- Once the Port of Whitman takes possession of the Mill, Parties recognize that recommendations from the community advisory committee will be taken under consideration, but the Port of Whitman retains final responsibility to decide how to develop the Mill for economic development purposes.

- The Port of Whitman recognizes there is a limited timeframe before the building deteriorates beyond repair and is therefore committed to prioritize efforts to fundraise for project elements, restoration and redevelopment of the historic Mill.

As a community initiative, the Parties agree to work together to develop a funding strategy that will include identifying prospects and associated timeline for grant requests. The active pursuit of funding and focus on restoration and redevelopment for the Mill will not be bound or delayed due to funding requests to Innovia or from other local philanthropic sources.

Transfer of ownership documents to include the following provisions:

- If the Port of Whitman takes ownership of the Mill, it will grant a first right of refusal to the Town of Oakesdale in the event the Port of Whitman ever elects to sell the Mill. The right of first refusal would provide the Town of Oakesdale with a \$200,000 credit against the purchase price for the Mill to reflect the Town's contribution to the Mill's original acquisition.
- If the building were to be sold to another party, the Port of Whitman would recognize the community's initial investment and seek additional opportunities to invest in additional economic development for the community of Oakesdale.
- The Port of Whitman recognizes that the Mill property has been the site for significant community events. The Port of Whitman will work with the Town of Oakesdale to develop an interlocal agreement for continued use of the site for future community events.

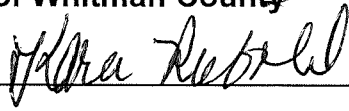
IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the Effective Date.

Innovia Foundation

By: _____
DocuSigned by:
Shelly O'Quinn
AA08D7E510FB415...

Name: Shelly O'Quinn
Title: CEO

Port of Whitman County

By: 

Name: Kara Riebold
Title: Executive Director

Oakesdale Community

By: _____

Name: Dennis Palmer
Title: Mayor, Town of Oakesdale

Planning Study Minimum Requirements

The planning study must contain the following **minimum requirements**:

- a. A product market analysis linked to economic development.
- b. A market strategy containing action elements linked to timelines.
- c. Identification of targeted industries.
- d. Identification of the group responsible for implementing the marketing strategy. Describe the group's capacity to complete the responsibility.
- e. The site's appropriateness by addressing, at minimum, appropriate zoning, affect to the state or local transportation system, environmental restrictions, cultural resource review, and the site's overall adequacy to support the anticipated development upon project completion.
- f. A location analysis of other adequately served vacant industrial land.
- g. Total funding for the public facilities improvements is secured or will be secured within a given time frame.
- h. An analysis of how the project will assist local economic diversification efforts.
- i. Indicate the specific issues that will be addressed.
- j. List one or more economic outcomes that you expect from the proposed CERB project.
- k. Describe the specific, quantifiable measures of the outcome(s) that will indicate success. Describe in measurable terms what you expect to be able to show as progress toward the outcome for each year before the whole outcome has been achieved.
- l. Describe what data you will collect to determine whether the outcome is being achieved.
- m. Describe the data collection procedure including when data will be collected, from whom and by whom.
- n. The estimated median hourly wage of the jobs created when development occurs.
- o. If the project is determined to be feasible, the following information must be provided within the final report:
 1. Total estimated jobs created (in FTEs).
 2. Describe benefits offered to employees.
 3. Describe the median hourly wage of the new jobs in relation to the median hourly county wage.
 4. The county three-year unemployment rate in relation to the state rate.
 5. County population change in the last five years.
 6. The estimated jobs created represent what percentage of the county's labor force.
 7. The estimated jobs created represent what percentage of the county's unemployed workers.
 8. Estimated new annual state and local revenue generated by the private business.
 9. Estimated private investment generated by project.

**AGREEMENT FOR PERSONAL SERVICES
(CHAPTER 53.19 RCW)**

This **AGREEMENT FOR PERSONAL SERVICES** ("**Agreement**") is made and entered into as of the later of the two signature dates below, by and between:

PORT OF WHITMAN COUNTY

Attn:
302 North Mill St.
Colfax, WA 99111

(the "Port")

AND

("Consultant")

Term of Contract: _____

• **SCOPE OF WORK:** Pursuant to specific task orders as described in the general provisions herein.
See attached Exhibit "A"

• **COMPENSATION:** The Consultant shall be compensated on the basis of hours worked and expenses incurred by its employees at the rates shown herein: **See attached Exhibit "B"**.

• **GENERAL PROVISIONS:** Services covered by this Agreement shall be performed in accordance with the General Provisions (which are attached hereto and form a part of this Agreement) and any attachments or schedules.

• **ENTIRE AGREEMENT:** This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the later of the dates indicated below. By signing below, each signatory represents that he or she has authority on behalf of his or her respective party to enter into this agreement, which shall be binding upon the parties according to its terms.

CONSULTANT

PORT OF WHITMAN COUNTY

Signature: _____

Signature: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____

GENERAL PROVISIONS

In consideration of the mutual covenants and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Scope of Work. The objective of this Agreement is the timely preparation, completion and/or delivery of the scope of work and/or deliverables described in the Task Order(s) issued pursuant to and governed by the terms of this Agreement. A copy of the Task Order form(s) to be executed by the parties is included as Exhibit "A," attached hereto and incorporated herein by this reference. Additional Task Orders and/or amendments to Task Orders shall be attached hereto as amendments and shall be made part of this Agreement upon approval as required herein. Any Task Order(s) issued by the Port prior to the termination date of this Agreement shall be governed by the terms of this Agreement until completed even if the Task Order work extends beyond the termination date of this Agreement.

1.1 Services covered by this Agreement shall be performed in accordance with the provisions and any attachments or schedules. Except as may be otherwise provided for herein, this Agreement may only be amended by the mutual consent of both parties hereto, in writing and signed by duly authorized representatives of both parties.

2. Term of Agreement. The Consultant shall not begin work under the terms of this Agreement or any Task Order until the Port has specifically authorized the Consultant to do so in writing. The time required for completion of all work under each Task Order and, if appropriate under a schedule for completion of phases of the work, shall be specified in each Task Order. The completion dates for Task Orders, or for phases of work under a Task Order may be modified only upon written agreement of the parties hereto. The completion dates for Task Orders, or for phases of work under a Task Order may be, but are not required to be, extended in the event of a delay caused by Extra Work requested by the Port, or if the Consultant's work is delayed by unavoidable circumstances beyond the control of the Consultant and which the Consultant could not reasonably have anticipated. This Agreement may be extended for multiple terms at the sole discretion of the Port and subject to budget appropriations and Commission approval when required; if so extended, all of the terms and conditions herein shall apply to such extension.

3. Compensation and Payment. The Consultant shall be compensated on the basis of hours worked and expenses incurred by its employees at the rates shown in the attached Consultant's Fee Schedule, Exhibit "B." The Consultant shall receive no other payment for materials or disbursements unless expressly allowed by the Task Order. The Consultant shall not adjust the wage rates in Exhibit "B" without written authorization from the Port.

3.1 Consultant shall supply Port with a monthly invoice and written documentation, satisfactory to Port, for all amounts due under this Agreement, including but not limited to project budget status and a narrative progress description of services rendered that is acceptable in form to the Port. All invoices submitted by Consultant to Port shall reference any applicable billing codes provided by Port to Consultant. Any applicable taxes shall be listed as separate line items on each Consultant invoice. All invoices and documentation may be reviewed and audited by Port and payment may be subject to review or audit. Subject to the preceding, payments shall be due net thirty (30) days of receipt of such invoice by Port. In no event shall the Port be charged interest on payments due under this Agreement. If required by Port, Consultant shall provide periodic forecasts of its total fees and costs incurred to date. With regard to time and materials Task Orders, only the reimbursable expenses specifically listed in the attached Exhibit "B" will be payable expenses under this Agreement.

3.2 If a Task Order specifies that the work is to be performed on a fixed fee basis, the Consultant shall be paid the amount of the fixed fee as consideration for full and satisfactory performance of the work regardless of the Consultant's cost to perform the work. The Port shall have sole authority for determining when all work has been satisfactorily performed by the Consultant. The Consultant's payment for the work shall not exceed the specific amount unless authorized in writing by the Port, as provided herein. The fixed fee amount comprises all of the Consultant's payment for the work and includes without limitation all costs of salaries, overhead, non-salary expenses (including, but not limited to, travel, reproductions, telephone, supplies, and

fees of outside consultants), as well as the Consultant's profits. The Consultant's payment for the work shall not exceed the specified amount unless first authorized by the Port.

3.3 The Consultant shall obtain the prior written approval of the Port for any charges for additional services by the Consultant, the additional services of others retained by Consultant, or the furnishing of additional supplies, materials or equipment. The Consultant shall not be entitled to compensation for any such additional charges incurred in violation of this paragraph.

4. **Payment of Subconsultants.** At the time of project completion, the Consultant agrees to certify to the Port that all employees (including without limitation any union fees and any benefit plans), and subconsultants have been paid in full. Final payment shall be preconditioned upon receipt of such certification by the Port; the Port may, in its sole discretion, withhold final payment until receipt of such certification. The Consultant shall be solely responsible for the performance and payment of any and all subconsultants. All such subconsultants shall possess all licenses and insurance as required by the laws of the State of Washington.

5. **Termination.** This Agreement may be terminated by either party upon seven (7) days' written notice should one party fail to perform in accordance with its terms through no fault of the other. In the event the party that fails to perform is the Consultant, the determination of "fail to perform in accordance with its terms" shall be in the sole judgment of the Port. In the event of termination, the Consultant shall be compensated for satisfactory services performed to the termination date by reimbursement of the Consultant's actual costs directly related to the project plus normal overhead and reasonable profit. The Port shall have sole authority for determining when all work has been satisfactorily performed by the Consultant. In no case, however, shall such reimbursement exceed the agreed upon fee as approved and amended by the Port. Any work product generated by the Consultant prior to such termination shall be the sole property of the Port, and the Consultant agrees to provide the Port with all such materials. If the accumulated payment made to the Consultant prior to notice of intent to terminate

exceeds the total amount that would be due as set forth herein above, then no final payment shall be due, and the Consultant shall promptly reimburse the Port for the excess paid.

5.1 Further, this Agreement may be terminated by the Port at any time for any reason whatsoever, at the sole discretion of the Port, with seven (7) days' written notice. If the Port terminates for convenience, the Port will pay according to the payment terms as provided in Paragraph 5, above. If, after termination for failure of the Consultant to fulfill contractual obligations, it is determined that the Consultant has not so failed, the termination shall be deemed to have been effected for the convenience of the Port.

5.2 In addition to the above, the Port reserves the right to suspend all or any portion of the work and services for Consultant's default or Port's convenience. If the Consultant's work is delayed for more than thirty (30) calendar days due to circumstances for which the Consultant is responsible, the Port may find the Consultant in default and terminate the Task Order and/or this Agreement.

6. **Deviations from Scope of Work.** The Port may at any time issue written directions within the general scope of this Agreement. If any such direction causes an increase or decrease in the cost of this Agreement or otherwise affect any other provision of this Agreement, the Consultant shall immediately notify the Port and take no further action concerning those written directions until such time as the parties have executed a written change order. No additional work shall be performed or charges incurred unless and until the Port approves in writing the change order and the increased cost thereof. Any work done in violation of this paragraph shall be at the sole expense of the Consultant. Additionally, the Port reserves the right to modify the amount spent for identified project tasks within the scope of work, provided that the Contract Amount, as may be modified under Paragraph 3.3, is not exceeded.

6.1 The Consultant shall make all revisions and changes in the completed work under this Agreement as are necessary to correct the Consultant's, and those of its subconsultants errors or omissions, without additional compensation from Port.

7. **Insurance.** Consultant, concurrently with the execution of this Agreement, shall provide the Port with evidence that Consultant has obtained and is

maintaining the insurance listed as follows:

7.1 Workers' Compensation Insurance as required by law.

7.2 Employers' Liability Insurance (bodily injuries) with a limit of One Hundred Thousand Dollars (\$100,000) per occurrence with an insurance company authorized to write such insurance in all states where the Consultant will have employees located in the performance of its work covering its common law liability to such employees.

7.3 Commercial General Liability Insurance with limits of One Million Dollar (\$1,000,000 per occurrence and Two Million Dollar (\$2,000,000) aggregate and Automobile Liability Insurance covering all owned and non-owned automobiles or vehicles used by or on behalf of Consultant with a One Million Dollar (\$1,000,000) combined single limit for bodily injury and/or property damage per occurrence.

7.4 Each of the policies required herein, except for Workers' Compensation Insurance, shall endorse the Port as an additional insured. Furthermore, each policy of insurance required herein shall (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended or canceled with respect to the Port except upon forty-five (45) days' prior written notice from the insurance company to the Port; (iii) contain an express waiver of any right of subrogation by the insurance company against the Port and its elected officials, employees, or agents; (iv) expressly provide that the defense and indemnification of the Port as an "additional insured" will not be effected by any act or omission by Consultant which might otherwise result in a forfeiture of said insurance; (v) contain a separation of insureds provision such that the policy applies separately to each insured that is subject of a claim or suit; (vi) not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another; and (vii) provide for coverage for damage to the Port's property caused by the Consultant.

7.5 The Consultant shall furnish the Port with copies of Certificates of Insurance evidencing policies of insurance required herein. The Consultant shall maintain these policies as identified above for itself and its subconsultants for the term of this Agreement and for a period of one year thereafter. The Port's failure to request such certificates shall not relieve the Consultant of the

obligation to provide them.

7.6 The Consultant shall maintain the insurance in effect at all times that it is performing work under this Agreement. Failure to obtain and/or maintain such insurance shall be grounds for the Port to find the Consultant in default and terminate the Agreement accordingly. Alternatively, the Port may at its option purchase such insurance and deduct the reasonable expense therefore from payments made to or owing to the Consultant.

8. **Consultant Not an Agent or Employee of the Port.** In performing work and services hereunder, the Consultant and Consultant's employees, agents, and representatives shall be acting as independent Consultants and shall not be deemed or construed to be partners, employees or agents of the Port in any manner whatsoever. No employee of the Consultant shall be considered an employee of the Port even while performing work required under this Agreement.

Furthermore, the Consultant shall not hold itself out as, nor claim to be, an officer or employee of the Port by reason hereof and will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Port.

9. **Conflict of Interest.** Consultant covenants that it presently has no interest and shall not acquire an interest, directly or indirectly, which would conflict in any manner or degree with its performance under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by it or any of its subconsultants.

10. **Compliance with Applicable Law.** The Consultant shall comply with all the Port's resolutions and all federal, state, and local laws, regulations and ordinances that are applicable to the work performed pursuant to this Agreement. Both parties mutually agree to re-negotiate scope, budget, and schedule should a change in any of the applicable Port's resolutions, federal, state or local laws, regulations or ordinances during the performance of the work affect the cost of performing the work. The Consultant shall register (and shall require the same of all subconsultants), as required by RCW 23B.15.010, to do business in the State of Washington and provide proof of the same to the Port. By executing this Agreement, Consultant further certifies that neither it nor its principals is presently debarred,

suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. It further agrees by acceptance of this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, agreements, contracts, and subcontracts. Where the offeror/consultant or any lower tier participant is unable to certify to this statement it shall attach an explanation to this Agreement. The Port reserves the right to require Consultant to replace a subconsultant or lower tier participant who cannot meet the foregoing certification requirement.

11. **Indemnification.** The Consultant shall defend (with legal counsel satisfactory to the Port), indemnify and hold the Port, its elected officials, agents and employees (collectively "Port") harmless from and against all liabilities, obligations, fines, claims, damages, penalties, lawsuits, governmental proceedings, judgments, costs and expenses (including, without limitation, all attorneys' fees, costs and expenses of litigation):

- Arising out of any negligent act or omission of Consultant, its directors, officers, subconsultants, agents and/or employees (collectively "Consultant") in connection with the services provided pursuant to this Agreement; provided, however, that in the event of concurrent negligence of the Consultant and the Port, then this defense and indemnification shall apply only to the extent of the Consultant's negligence; and/or
- Arising from a breach of this Agreement by Consultant; and/or
- Arising out of or due to any failure on the part of Consultant to perform or comply with any rule, ordinance or law to be kept and performed.

The Port will inform Consultant of any such claim or demand that alleges liability based in whole or in part on any act or omission of Consultant, its directors, officers, agents, or employees. Thereafter the Consultant shall (i) reasonably cooperate in the defense of such claim and (ii) pay its defense of such claim as incurred, whether or not such claim is ultimately successful. In this regard, the Port will reasonably cooperate with Consultant in allowing Consultant to jointly select, with the Port, attorneys to defend the Port and Consultant provided that Consultant confirms its obligation to pay the Port's defense costs.

11.1 In the event of concurrent negligence by the Port and Consultant, then at the conclusion of the action (e.g., judgment, arbitration award or settlement), the attorneys' fees and costs incurred in defending the Port shall be apportioned to the parties based on their respective fault as provided by RCW 4.24.115.

11.2 The foregoing indemnification obligation shall include, but is not limited to, all claims against the Port by an employee or former employee of the Consultant or any subconsultant or service provider. For this purpose, the Consultant expressly waives, as respects the Port only, all immunity and limitation on liability under any industrial insurance Act, including Title 51 RCW, or other workers compensation act, disability act, or other employees benefits of any act of any jurisdiction which would otherwise be applicable in the case of such a claim. **BY INITIALING BELOW THE PORT AND CONSULTANT CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.**

Consultant

Port

12. **Work Product Confidentiality.** Any reports, documents, questionnaires, records, information or data given to or prepared or assembled under this Agreement which the Port requests to be kept confidential shall not be made available by the Consultant to any individual or organization without prior written approval of the Port except as may be ordered by a court of competent jurisdiction. The provisions of this section shall survive the expiration or earlier termination of this Agreement. No reports, records, questionnaires, or software programs provided by the Port or other documents produced in whole or in part by the Consultant under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

13. **Public Disclosure Request.** Correspondence, reports, and other written work product will be generated during the course of the relationship created by this Agreement, and third parties may request such information pursuant to the Washington State Public Disclosure Act (RCW 42.17.250 *et. seq.*). The parties agree that in the event that such a request is filed, the party with

whom the request is filed will promptly notify all other parties to this Agreement. The parties further agree that they will not disclose any such requested material until at least ten (10) business days after providing notification to all other parties to this Agreement. The intent of this clause is to provide all parties the opportunity to seek injunctive relief pursuant to RCW 42.17.330 so as to protect the vital functions of those entities. This clause shall survive the termination or expiration of this Agreement.

14. **Plans, etc. Property of Port.** All work performed under this Agreement is work for hire. All deliverables, including but not limited to original plans, drawings and specifications, prepared by the Consultant and any and all sub-consultants for the Port and funded by the Port are and shall remain the property of the Port whether or not the Project for which they are made is executed. This shall not apply to proprietary software or documentation that may be provided to the Port and that was developed independent of funding by the Port. The Consultant assumes no liability for any use of the Drawings and Specifications other than that originally intended for this Project. Originals, including electronic forms of the data prepared by the Consultant and funded by the Port, shall become the property of the Port. No reports, records, questionnaires, software programs provided by Port or other documents produced in whole or in part by the Consultant under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant. When Consultant's work results in the preparation of plans and specifications for bidding purposes, the Port will provide the Consultant with five (5) completed sets of bid documents. Additional sets will be the responsibility of the Consultant. The Consultant's work shall not infringe on any copyright, patent, trade secret, or other proprietary rights held by any third party.

15. **Electronic File Compatibility.** All electronically transmitted output must be compatible with existing Port software, and shall be provided to the Port in a CAD or other appropriate electronic format. All CAD deliverables shall be consistent with the Port's standard CAD layering system, as provided by the Port to the Consultant. Consultants shall check with the Port for software application, system compatibility and preferred file type.

16. **Non-Discrimination.** In connection with the performance of this Agreement, the Consultant

shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or being handicapped, a disadvantaged person, or a disabled or Vietnam era veteran or a member of any other protected class. The Consultant shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, age, marital status, or being a handicapped or disadvantaged person or a disabled or Vietnam-era veteran or a member of any other protected class.

17. **Federal Restrictions on Lobbying.** Consultant certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

18. **Federal Debarment and Suspension.** The Consultant certifies, that neither it nor its "principals" (as defined in 49 CFR.29.105 (p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

19. **Subletting or Assigning of Agreement.** The Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of the Port.

20. **Notices.** All notices and payments hereunder may be delivered or mailed to the addresses listed above. If delivered by messenger, courier (including overnight air courier) or electronic transmittal, they shall be deemed delivered when received at the street address or electronic mail listed above. All notices and payments mailed, whether sent by regular post or by certified or registered mail, shall be deemed to have been given on the second business day following the date of mailing, if properly mailed to the mailing addresses provided above, and shall be

conclusive evidence of the date of mailing. The parties may designate new or additional addresses for mail or delivery by providing notice to the other party as provided in this section. The address for delivery of notices and payments are as set forth in the introductory paragraph of this Agreement.

21. **Review of Title Documents.** Prior to the execution or recordation of any documents effecting title to any property, said document shall be reviewed by the Port. Consultant shall not execute or record (or make to be executed or recorded) any such document prior to the Port's review and approval.

22. **Jurisdiction.** This Agreement is made and delivered in the State of Washington and shall be construed and enforced in accordance with the laws thereof. Jurisdiction and venue of any dispute hereunder shall be solely in the Superior Court of the State of Washington in and for Whitman County. In the event of a dispute arising out of or under this Agreement, the substantially prevailing party shall be entitled to its reasonable attorneys' fees and costs.

23. **Pollution.** Port acknowledges that the Consultant is not responsible for the creation or presence of contamination or pollution, if any, at the property except to the extent that such a

discharge, release or escape is caused by the negligent act or failure to act of the Consultant. For the purpose of this clause, contamination conditions shall mean the actual or alleged existence, discharge, release or escape of any irritant, pollutant, contaminant, or hazardous substance into or upon the atmosphere, land, groundwater, or surface water of or near the property. The Consultant will promptly notify the Port of contamination conditions, if identified. Notwithstanding the foregoing, the Port does not herein waive any cause of action for damages resulting from the Port's reliance on any misrepresentation (made either knowingly or negligently) by the Contractor with regard to the presence of any contamination or pollution.

24. **Entire Agreement.** This is the entire agreement between the parties. There is no other oral or written understanding between the parties concerning this matter. The Consultant specifically understands that no Port employees other than the Project Manager or his/her supervisors are authorized to direct the work of the Consultant.

25. **Signing Authority.** Anyone signing this Agreement by said signature certifies that he/she has the authority to execute said document on behalf of the Consultant and that his/her signature is binding upon the firm or corporation.

EXHIBIT A

TASK ORDER FORM

PLEASE SUBMIT ON COMPANY LETTERHEAD

Port of Whitman County
Agreement for Personal Services
Task Order # __-__

PROJECT NAME

This work order is issued pursuant to the Agreement for Personal Services #____-____-____ dated xx/xx/xx between the Port of Whitman County and _____ whose address is _____ . Unless otherwise specified below, the performance of services hereunder and the payment therefore shall be subject to the terms and conditions of said Agreement.

(A) **Scope of Work:**

(B) **Deliverables:**

(C) **Schedule:**

(D) **Fee Basis:**

Services to be billed on a [Time and Materials Basis] [Fixed Fee Basis], not to exceed \$X,XXX as summarized below, and per the attached cost breakdown.

Task	Not-To-Exceed Dollar Amount
1.0	\$
2.0	\$
3.0	\$
Reimbursable Expenditures	\$
TOTAL	\$

CONSULTANT

PORT OF WHITMAN COUNTY

Signature: _____

Signature: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____

EXHIBIT B

CONSULTANT'S FEE SCHEDULE

[Exhibit B should set forth the agreed upon schedule of hourly rates and other charges and disbursements the Port is agreeing to pay the consultant. This should identify all job classifications, reimbursable expenses, and subconsultant mark-ups.]