

AGREEMENT FOR PROFESSIONAL WATCHPERSON SERVICES

2026 GENERAL ENGINEERING SERVICES

CERRO GORDO COUNTY, IOWA and BOLTON & MENK, INC.

This Agreement, made this 19th day of January, 2026, by and between CERRO GORDO COUNTY, IOWA, 220 N WASHINGTON AVE, MASON CITY, IA 50401, ("CLIENT"), and BOLTON & MENK, INC., 1609 US HWY 18 E, ALGONA, IOWA 50511, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with 1) drainage district watchperson services and 2) various other project specific assignments or tasks; ("Project") and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

A. DISTRICT WATCHPERSON SERVICES

1. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit A.

B. PROJECT SPECIFIC SERVICES

1. Engineering and other professional services requested for specific project related studies, surveys, design, plan and specification preparation and construction administration may be authorized as Project Specific Services by separate Task Order or Addendum for each assignment and in connection with each proposed project (referred to as "Project" or "project") associated with that Task Order or Addendum. A sample Task Order form is attached at the end of this agreement.
2. Scope, schedule, and compensation for each Project Specific Services assignment shall be documented by a separate Task Order or Addendum and invoiced under a separate project or task number for each assignment. Upon acceptance of the Task Order or Addendum, the CONSULTANT agrees to preform the required services for the assignment.
3. Project Specific Services shall be compensated in accordance with Section III.A. and as expressly set forth in the applicable Task Order or Addendum for such Services.

C. ADDITIONAL SERVICES

1. Upon mutual agreement of the parties, professional services in addition to the Basic Services (the "Additional Services") may be authorized as described in Section IV.B, and when so authorized, shall be included with the Services to be provided under this Agreement.

SECTION II - THE CLIENT'S RESPONSIBILITIES

A. The CLIENT shall promptly compensate the CONSULTANT for the Services in accordance with Section III of this Agreement.

B. The CLIENT shall place any and all previously acquired information related to the Project in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.

- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide any such services as may be required for completion of the Project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit A.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT at the rate of **\$95.00 per hour for the first 20 hours** of drainage district watchperson services performed each month.
2. The CLIENT will compensate the CONSULTANT in accordance with the Schedule of Fees for the time spent by CONSULTANT'S personnel in performance of the Services beyond 20 hours each month or as otherwise explicitly described in the Task Order or Addendum for the specific assignment.
3. The preceding Schedule of Fees shall apply for services provided through December 31, 2026. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs and other market factors. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
4. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
5. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
6. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.
7. Expenses required to complete the agreed scope of services or identified in this paragraph will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic

control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for Services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for Services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend Services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for Services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and the Services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to this Contract for a period of six years.

SECTION IV - GENERAL

A. STANDARD OF CARE

1. Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

1. In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit A, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and Agreement will be revised in writing.

C. LIMITATION OF LIABILITY

1. Liability of CONSULTANT. CONSULTANT shall indemnify CLIENT from losses, damages, and judgments arising from third-party claims or actions relating to the Project only to the extent caused by the negligent acts, errors or omissions (whether in the performance of professional services or otherwise) of CONSULTANT or CONSULTANT'S officers, employees, or subconsultants occurring during the scope of CONSULTANT's work on the Project and provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. CONSULTANT's obligation to indemnify the CLIENT and CLIENT's officers and employees harmless does not include a duty to defend. This indemnification shall not apply to third-party claims or

actions for consequential damages, lost revenues, increased expense, or lost profits, nor to any claim for punitive or exemplary damages.

1. Liability of CONSULTANT. For liability that does not arise out of professional acts, errors, or omissions, CONSULTANT shall indemnify and defend CLIENT from losses, damages, and judgments arising from third-party claims or actions relating to the Project only to the extent caused by the negligent acts of CONSULTANT or CONSULTANT'S officers, employees, or subconsultants occurring during the scope of CONSULTANT'S work on the Project and provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. With respect to professional acts, errors and omissions in CONSULTANT'S professional services, CONSULTANT shall indemnify CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S officers, employees, or subconsultants, and in proportion to CONSULTANT'S actual fault as determined by a court of competent jurisdiction in a final non-appealable order or by the parties to this Agreement in a mutually agreed upon settlement agreement.
2. Liability of CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages.
3. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT'S corporate entity.
4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability

coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.

3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST. Where provided by the CONSULTANT as part of Exhibit A or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES. It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that

use of such information may require substantial modification and independent verification by the CLIENT (or its designees).

2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including reports, plans, and specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY. CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT. This Agreement will remain in effect until December 31, 2025; or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. TERMINATION. This Agreement may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT'S services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.

4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.
5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.

L. INDEPENDENT CONTRACTOR. Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

M. CONTINGENT FEE. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**

O. ASSIGNMENT. Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

P. SURVIVAL. All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Q. SEVERABILITY. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

R. CONTROLLING LAW. This Agreement is to be governed by the law of the State of Iowa and venued in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

S. DISPUTE RESOLUTION. CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or

exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

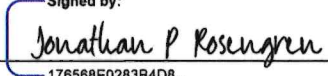
CLIENT

CERRO GORDO COUNTY, IOWA

By: _____
Name: _____
Title: _____
Date: _____

CONSULTANT

BOLTON & MENK, INC.

Signed by:
By:  _____
176568E0283B4D8...
Name: Jon Rosengren, P.E.
Title: Water Resources Practice Leader
Date: January 9, 2026

ATTACHMENTS: Exhibit A – District Watchperson Services
Exhibit B – Sample Task Order Form
Schedule 1 – Schedule Of Fees

EXHIBIT A – DISTRICT WATCHPERSON SERVICES

2026 DRAINAGE DISTRICT ENGINEERING SERVICES

CERRO GORDO COUNTY, IOWA

I.A. BASIC SERVICES

For purposes of Section I.A of this Agreement, Basic Services to be provided by the CONSULTANT are as follows:

1. CONSULTANT shall make staff available to CLIENT for on-site drainage district review requests. When requested, unmanned aerial vehicle (UAV) imagery will be obtained to aid in documentation and evaluation of the existing conditions.
2. CONSULTANT shall review the existing conditions, historical records, plans, profiles, and other relevant documents.
3. CONSULTANT shall submit a written report to the CLIENT identifying our findings and recommended course of action if any. As requested by CLIENT, CONSULTANT shall attend Board of Supervisor meetings, and other meetings to present and discuss the findings of the report.
4. CONSULTANT shall advise and provide engineering services to CLIENT staff and Board Members acting as Drainage District Trustees for drainage district engineering matters in which the County and/or Auditor's Office becomes involved.
5. Upon request by CLIENT staff, CONSULTANT shall review on-site drainage district issues, historical records, plans, profiles, and other documents for conformance with Iowa Drainage Law.
6. Other specific assigned duties of CONSULTANT under this Agreement.

**EXHIBIT B – SAMPLE TASK ORDER FORM
CERRO GORDO COUNTY, IOWA AND BOLTON & MENK, INC.
TASK ORDER TO AGREEMENT FOR DISTRICT WATCHPERSON SERVICES**

TASK ORDER NO: Sample Number

CLIENT: Cerro Gordo County Drainage District No. XX

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS TASK ORDER: Sample Date

DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES: January 9, 2026

Whereas, CLIENT and CONSULTANT entered into a Master Agreement for Professional Services ("Master Agreement") as dated above; and CONSULTANT agrees to perform and complete the following Services for CLIENT in accordance with this Task Order and the terms and conditions of the Master Agreement. CLIENT and CONSULTANT agree as follows:

1.0 Scope of Services:

CONSULTANT shall perform the Services listed below or in the attached Exhibit A. All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein.

2.0 Fees:

CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows:
Sample Fee Arrangement Description

3.0 Schedule:

Schedule for performance of Services will be as follows or as set forth in attached Exhibit A, such that all services will be completed by Sample Date.

4.0 Deliverables

Deliverables will be as follows or as set forth in the attached Exhibit A.

5.0 Term

In the event that the Schedule for this Task Order extends beyond the term of the Master Agreement, either intentionally or unintentionally by Task Order Scope or by Task Order extension, then this Task Order shall operate to extend the Master Agreement through the completion of CONSULTANT'S obligations under this Task Order or until a new Master Agreement is executed incorporating this Task Order.

6.0 Other Matters

Sample Other Matters Description

7.0 Project Managers

Project managers and contact information for the CLIENT and CONSULTANT for this Task Order, if different than the Master Agreement, are as follows:

CLIENT:

Client Project Manager Name
220 N Washington Avenue
Mason City, Iowa 50401
Office Phone: 641-421-3034
Email: *Client Project Manager Email*

BOLTON & MENK, INC.

Tyler A. Conley, P.E.
1609 US Highway 18
Algona, Iowa 50511
Office Phone: 515-395-3140
Email: tyler.conley@bolton-menk.com

CLIENT: CERRO GORDO COUNTY, IOWA

CONSULTANT: BOLTON & MENK, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: Tyler A. Conley, P.E.

Title: _____

Title: Project Manager

ATTACHMENTS TO THIS TASK ORDER: *Sample Attachment*

2026 FEE SCHEDULE

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2026. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

EMPLOYEE CLASSIFICATION	2026 HOURLY BILLING RATE
Administrative	\$70-175
Technician	\$98-186
Survey Technician	\$112-202
Senior Technician	\$138-230
Construction Manager	\$162-228
Design Engineer	\$135-202
Graduate Engineer	\$125-190
Graduate Surveyor	\$145-202
Landscape Designer	\$128-178
Landscape Architect	\$156-185
Licensed Project Surveyor	\$190-237
Planner	\$120-181
Project Engineer	\$148-220
Project Manager	\$140-261
Senior Landscape Architect	\$154-269
Senior Planner	\$172-240
Senior Project Engineer	\$170-220
Senior Project Manager	\$190-290
Architect	\$160-276
Specialist*	\$100-216
Practice Expert**	\$125-349
Principal**	\$180-320
Senior Principal**	\$232-344
GPS/Robotic Survey Equipment ¹	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

*Specialized role not classified above otherwise.

**Highly specialized and industry expertise unique to the market or area of discipline.

RESOLUTION 2026-

A RESOLUTION OF SUPPORT FOR AN APPLICATION THROUGH THE BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) GRANT PROGRAM FROM THE DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO THE HIGHWAY 122/4TH STREET SW CORRIDOR IN THE CITY OF MASON CITY, IOWA

WHEREAS, the City of Mason City has made an application for grant funding to the Department of Transportation for much needed improvements to the Highway 122/4th Street SE corridor in the City of Mason City for the purpose of safe and efficient travel, and

WHEREAS, the City has taken the first step by preparing a Feasibility Report that provides proposed improvements to reduce accidents and provide a safe route for walkers and bicyclers; and

WHEREAS, this project demonstrates a comprehensive approach to making this corridor safer for all users; and

WHEREAS, the improved roadway will foster growth and will be a benefit to our community as a whole by prioritizing the well-being of its citizens and visitors; and

NOW, THEREFORE, BE IT RESOLVED by the Cerro Gordo County Board of Supervisors, Cerro Gordo County, Iowa:

Section 1: that the Cerro Gordo County Board of Supervisors hereby supports the application by the City of Mason City for grant funding through the Better Utilizing Investments to Leverage Development (BUILD) Grant Program from the Department of Transportation for improvements to the Highway 122/4th Street SW Corridor in the City of Mason City, Iowa.

PASSED AND APPROVED THIS 26TH DAY OF JANUARY 2026

Casey M. Callanan, Chairman
Board of Supervisors
Cerro Gordo County

ATTEST:

Bob Peshak, Deputy Auditor
Cerro Gordo County, Iowa



DATE: January 16, 2026
TO: Cerro Gordo County Board of Supervisors
CC: Michelle Rush, Assistant Zoning Administrator, Cerro Gordo County
FROM: Daniel Ries, Cerro Gordo County Department of Public Health
SUBJECT: Manure Management Plan for Amarcon (Red Barn)

This report is to make you aware of concerns regarding a short form Manure Management Plan Update received by this office from **Amarcon (Red Barn)** swine operation. This report is being submitted according to **Resolution 2003-123 A Resolution Adopting Policy for the Receipt, Review and Comment on Manure Management Plans Received by the Cerro Gordo County Board of Supervisors**. Within seven (7) days of receipt of the manure management plan the Environmental Service Manager shall review the Manure Management Plan and prepare a report to the Board of Supervisors detailing the issues to forward to the Iowa Department of Natural Resources.

The Amarcon (Red Barn) operation is an existing facility located at **23702 130th Street in Section 14 of Dougherty Township**. The operation houses 2,490 finishing hogs. The operation will produce 772,969 gallons of manure annually which will be stored in below-building pits. Manure from this facility will be applied to a total of 778.6 acres in Sections 12, 13, 14, 21, 23, and 26 of Dougherty Township. **The number of acres on which manure will be applied has increased from 270.2 acres to 778.6 acres.** The main concerns that should be forwarded to the Iowa DNR include the following:

- The city of Dougherty is about ¼ mile from the manure application area.
- The un-incorporated village of Cartersville is about 2¼ miles from the manure application area.
- A waterway which is a tributary of Coldwater Creek and its floodplain cuts across the field in Section 26.
- Coldwater Creek floodplain encroaches into the northeast corner of the field in Section 21.
- Ackley Creek dissects the fields in Sections 13 and 14.
- There is a waterway that cuts across the field in Section 23.
- Beemis Creek and its flood plain dissect the two fields in Section 12.

If you have any questions, feel free to contact me at (641) 421-9338 dries@cghealth.com.

January 9, 2025

Brandon Billings
Cerro Gordo County
12274 Lark Ave
Mason City, IA 50401



Dear Brandon,

Beck Engineering, Inc. (BEI) is pleased to partner with Cerro Gordo County to provide professional civil engineering services for the Cerro Gordo County Road Maintenance Building project in Rockwell, Iowa. The project requires comprehensive civil engineering design to create a functional and efficient facility that addresses site grading, drainage management, and utility connections to support county maintenance operations.

Scope of Project

The project involves the construction of a new road maintenance building for Cerro Gordo County, located in Rockwell, Iowa. The civil portion of the project includes the design of the site grading, drainage, and stormwater management improvements, water and sewer service utilities, coordination of electrical service, building placement, access drives and circulation, erosion control, and other associated items of work to accommodate the planned site improvements.

Civil Engineering Services

Beck Engineering will provide all services necessary for the design of the facility in accordance with generally accepted standards of practice. All design will be coordinated and communicated with the County and the design team for the new facility. Throughout the design process, owner and design team plan reviews will provide an opportunity to incorporate owner comments into the design to ensure the design results in the desired project. The project shall include the services to complete the following tasks:

1. Review geotechnical report specific to this area of the site
2. Provide civil sheets for proposed improvements
3. Provide typical section(s) of the proposed improvements
4. Provide detail sheets for improvements
5. Provide estimate reference information
6. Provide general construction notes
7. Provide Storm Water Pollution Prevention Plan (if necessary)
8. Provide staging information (if necessary)
9. Provide coordination with the City of Rockwell for civil items
10. Soil correction Plan for the floor and footings of the proposed structure
11. Prepare engineer's estimate of construction costs
12. Provide utility coordination for utility relocations (if necessary)
13. Answer questions from interested bidders during the bid letting process
14. Provide information for addenda (if necessary)
15. Administer and attend one bid letting

Construction Administration and Construction Inspection Services:

1. Preparation of the construction contract between the contractor and the County
2. Review and approve shop drawings and material submittals in preparation for construction
3. Attend and administer a preconstruction meeting
4. Address general questions throughout the duration of the project
5. General inspection of the improvements
6. Inspection of the areas subject to the Soil Correction Plan
7. Prepare field inspection reports, working day reports and material pay item tracking
8. Construction staking and layout
9. Contract administration
10. Prepare applications for payment
11. Prepare change orders
12. Finalize the project

*All work will be done in accordance with current Iowa SUDAS and Iowa DOT standards.

*The drafting will be completed in AutoCAD Civil 3D .dwg format (compatible with Revit).

*Geotechnical services, soil borings, reports, and testing will be performed by a third party under a separate contract. Beck Engineering will assist in coordinating these services.

*This proposal does not include environmental and cultural reviews.

*All building permits, city or county utility permits, and utility tapping fees required by the city, county, or state are to be paid for by others. Beck Engineering will complete and submit permits as required or requested.

*This proposal does not include the design of a detention pond or the production of a stormwater management report.

*This proposal does not include the design or coordination with any utilities not listed (natural gas, communication, etc.).

*Private utilities not marked per the Iowa One-Call process will be the responsibility of the owner to locate. BEI can coordinate hiring a private utility locating company at owner's expense.

*Our proposal does not include the design of landscape architectural services or signage design (either of which can be completed by BEI if requested).

Fees

Civil Engineering Design: \$21,100

Construction Administration Services: \$19,315

Schedule

A set of civil engineering documents will be prepared and ready for review within 15 working days of completion of the topographic survey. After receipt of review comments, the final civil engineering plans will be completed within 5 working days.



We appreciate the opportunity to partner with Cerro Gordo County on this project. BEI is committed to delivering a successful project that meets your needs. If you have any questions or would like additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ben Groen", is written over a horizontal line.

Ben Groen, PE
Beck Engineering, Inc.

Accepted / /

By: _____

Cerro Gordo County

By:

Accepted 1 / 9 / 2025

By: A handwritten signature in blue ink, appearing to read "Ben Groen", is written over a horizontal line.

Beck Engineering, Inc.

By: Ben Groen



BECK ENGINEERING, INC. TERMS OF PROPOSAL

The attached proposal is subject to the following terms and conditions and are part of the proposal as if stated directly therein. Any changes from these terms will require the written approval of Beck Engineering Inc. (BEI).

SECTION 1: Scope of Work

BEI shall perform the services defined in the proposal for the stated fee. Any additional services can be completed according to BEI's Standard Rate Schedule at the time the work is performed or can be completed for a lump sum fee, if desired by Owner.

SECTION 2: Standard of Care

Services provided by BEI under this proposal will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar complexity, size, and geographic location of this project. BEI provides no warranties of any kind, whether express or implied, with respect to its services.

SECTION 3: Invoices

BEI will submit invoices to the client monthly and a final bill upon completion of services. Payment is due within 30 days from the invoice date. Client shall review invoices promptly and shall notify BEI of any disputes with any part of the invoice within 10 business days of receipt of the invoice. If client does not notify BEI of any disputes with the invoice within 10 business days of receipt of invoice, the invoice will be deemed accepted. If client disputes a portion of the invoice, the portion of the invoice that is not disputed shall be paid within 30 days of the date of the invoice. If payment is not made by client when due, interest shall accrue on the past due balance at the rate of 1.5% per month compounding.

SECTION 4: Insurance

BEI shall purchase and maintain insurance for not less than the limits as follows:

Workers Compensation: Per statute.

Commercial General Liability: \$1,000,000 each occurrence/\$2,000,000 general aggregate

Professional Liability: \$2,000,000 Limit of Insurance

Umbrella Liability: \$2,000,000 each occurrence/\$2,000,000 aggregate

Upon owner's request, BEI shall provide a current Certificate of Insurance.

SECTION 5: Construction Phase Services

If construction phase engineering or staking services are provided as part of this project, BEI is not responsible for the means, methods, techniques or procedures utilized by the contractor nor for the safety precautions used by the contractor during the construction of this project.

SECTION 6: Indemnity and Consequential Damages

BEI agrees to indemnify and hold Owner harmless from and against any loss, damage, injury or liability arising from any negligent acts of BEI or its employees. BEI shall not be responsible for any loss, damage, or liability beyond the amounts, limits and conditions of BEI's insurance. Owner agrees to indemnify and hold BEI harmless from and against any loss, damage, injury, or liability arising from any negligent acts of Owner or its employees.

Neither Owner nor BEI shall be liable to the other for any special, incidental, indirect, or consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by Owner or BEI, their employees, agents, sub-consultants, or subcontractors.

SECTION 7: Limitation of Liability

BEI's total liability to Owner and to all construction contractors and subcontractors for any and all injuries, claims, losses, damages, or expenses related to any services provided by BEI in performance of this project shall be limited to the greater of \$50,000 or the amount of this proposal. Such claims include, but are not limited to, BEI's negligent acts, errors, or omissions.

SECTION 8: Dispute Resolution

BEI and Owner agree to submit all disputes between them to formal non-binding mediation prior to exercising their rights under this Agreement or under law. The cost of the mediator shall be borne equally by BEI and the Owner.

SECTION 9: Ownership of Documents

All plans, specifications, reports, field data, field notes, and other documents prepared by BEI as part of this project, shall remain property of BEI. These documents may not be used on any other projects.

January 7, 2026

Mr. Brandon Billings, P.E.
County Engineer
Cerro Gordo County
2716 South Federal Avenue
Mason City, Iowa 50401

VIA EMAIL ONLY

**LETTER OF PROPOSAL / AGREEMENT
PROFESSIONAL ENGINEERING SERVICES
ROCKWELL SECONDARY ROADS MAINTENANCE FACILITY
BUILDING SOIL CORRECTIONS AND UTILITY EXTENSIONS
ROCKWELL, IA
MC25-38**

Dear Brandon:

This letter is offered as a follow up to our correspondence on December 23, 2025, and written request for proposal for design and construction related engineering services for the soil corrections, grading plan, utility extension, and project monitoring for the future building at the existing property owned by Cerro Gordo County on Washington St E in Rockwell, IA. This letter is offered to clarify and confirm the scope of services to be provided, the timeframe within which the services are to be provided, the compensation to be received, and to serve as the agreement between the parties. We look forward to working with you on this project and are anxious to begin service upon receipt of written authorization to begin work.

This Letter Proposal Includes the Following:

- | | |
|------------------------------|------------------------|
| * Project Understanding | * Subconsultants |
| * Proposed Scope of Services | * Schedule |
| * Additional Services | * Terms and Conditions |
| * Services by Others | * Compensation |
| * Project Team | |

Project Understanding

It is understood that Cerro Gordo County intends to construct a new Secondary Roads Maintenance Facility at the property owned by Cerro Gordo County on Washington St E in Rockwell, IA. It is further understood that the Geotechnical Report prepared by Chosen Valley Testing identified soils that are not suitable for support of the new structure and recommended the soils be completely removed from below the building and oversize areas. Drawing No. 1 attached shows the location of the new secondary roads building.

As discussed in the Geotechnical Report, the over excavation will extend at least 1 foot beyond the building foundation and will extend up to the ground surface at a 1:1 slope. Preliminary calculations indicate that the soil corrections will require approximately 2,300 CY of excavation and import of suitable fill material and compaction of said fill material.

Furthermore, water and sanitary sewer mains will need to be extended to serve the new facility. It is anticipated that the water and sewer mains will be permitted through the IDNR and dedicated to the City of Rockwell after construction. Water and sewer services will also be extended to serve the new building. It is anticipated that the water and sewer mains will be extended east from 6th St. S along Washington St. E to minimize the pavement restoration cost since the segment of Washinton St. E is currently gravel surfaced.

A very preliminary estimate of construction cost based on unit prices experienced on other recent projects indicates that the construction of the soil corrections and utility extension will likely cost approximately \$185,000.

Proposed Scope of Services

Veenstra & Kimm, Inc. proposes to provide the following scope of services unless otherwise directed and agreed to between the parties:

1. **Design Surveys:** Veenstra & Kimm, Inc. will provide necessary topographic design surveys as required to facilitate design of the project. Design surveys will include utility location through the Iowa One Call and preliminary drafting of survey data obtained. Design surveys will not include land or easement surveys which may be required. Land or boundary surveys can be provided if needed as an additional service.
2. **Design Conferences:** One design conference is anticipated for this project. Veenstra & Kimm, Inc. will coordinate, and attend said design conference with the County, Architect, and / or other agencies as necessary to make decisions as to the details of the design of the project. Preliminary plans will be reviewed with Cerro Gordo County and Architect representatives as needed during the design conference.
3. **Design Concept.** Veenstra & Kimm, Inc. will design the necessary soil corrections, site grading, and utility extensions as identified in the Project Understanding. The scope and extent of the improvements may be modified during the course of design as necessary to be compatible with the overall improvement project.

4. **Plans and Specifications.** Veenstra & Kimm, Inc. will prepare plans and specifications as are necessary for purposes of obtaining bids for construction. The specifications shall describe the work to be done, materials to be used, and the location and extent of the construction required. Plans and specifications will include bidding and contract documents. Plans, specifications, bidding and contract documents will be structured to facilitate one construction contract for all work.
5. **Estimate of Cost.** Veenstra & Kimm, Inc. will prepare an opinion of probable cost for construction.
6. **Permits.** Iowa Department of Natural Resources Water Construction Permit, IDNR Sanitary Sewer Construction Permit, and preliminary calculations indicate this project will disturb more than 1 acre of ground. As such, the project will require an NPDES General Permit No. 2. Veenstra & Kimm, Inc. will prepare the permit application and SWPPP for the project. All permit application fees will be paid by Owner.
7. **Advertisement for Bids.** Veenstra & Kimm, Inc. will assist in the preparation of Notice to Bidders and will provide plans and specifications for prospective bidders.
8. **Bid Opening and Award of Contract.** It is understood that competitive bids will be required for this project and that the County will make award of any construction contract(s) as necessary to complete the work.
9. **Preconstruction Conference.** Veenstra & Kimm, Inc. will participate in preconstruction conferences, if held, associated with this project.
10. **General Services During Construction.** Veenstra & Kimm, Inc. will provide general services during construction including, but not limited to, the following:
 - a. Assist with contract administration, including bonds and insurance certificates.
 - b. Establishment of benchmark and/or baseline to permit start of construction work.
 - c. Provide construction staking for over excavation limits and utility extensions. All construction staking will be done one time only; and re-staking required for any reason will be paid for by the contractor as will be stated in the contract documents.
 - d. Consult with and advise Owner.
 - e. Coordinate and provide work of testing laboratories for moisture density tests.
 - f. Assist in interpretation of plans and specifications.
 - g. Review Shop Drawings, Material Certifications and data of manufacturers.
 - h. Process and certify payment estimates of the Contractor to Owner.
 - i. Prepare and process necessary change orders or modifications to the construction contract.
 - j. Make routine and special trips to the Project site as required.
 - k. Make final reviews after construction contracts are completed to determine that the construction complies with the plans and specifications and certify the reviews were made and that to the best of the knowledge and belief of the Engineers, the work on the contract has been substantially completed.

- 11. Resident Review.** Veenstra & Kimm, Inc. will provide resident review and construction staking during construction including, but not limited to, the following:
 - a. The Engineers shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods reasonably required to ensure proper review of the construction work. On-site review shall take place on a regular basis during construction work on the Project. Resident review services will be programmed for a total of 40 hours unless otherwise agreed to in writing. Additional resident review services beyond 40 hours will be considered an additional service.
 - b. The Engineers shall provide up to 4 hours of survey for as-built documentation and purposes of computing quantities for basis of payment to the contractor.
 - c. Should the contractor fail to complete all work within the construction contract period specified, additional construction observation and construction administrative services will be provided on an hourly rate basis.
- 12. Final Review.** Veenstra & Kimm, Inc. will make a final review of the Project after construction is completed to determine the construction substantially complies with the plans and specifications. Veenstra & Kimm, Inc. will provide Cerro Gordo County a certificate of completion signed by a licensed professional engineer that all work was completed in accordance with plans and specifications.

Additional Services

Veenstra & Kimm, Inc. can, upon request and written authorization, provide additional services as may be necessary to facilitate the project. Additional services may include identifying and preparing any necessary easements for construction of the project should it be determined that easements are necessary. Services including preparation of detailed boundary descriptions, boundary surveys, or other detailed legal surveying land descriptions for purposes of an acquisition of easements will be considered as Additional Services. Should the size or location of the building or over excavation limits change once design has started, adjustments to accommodate the scope change shall be considered Additional Services.

Services by Others

This proposal is premised on the basis that Cerro Gordo County will provide or perform the following materials, equipment, and / or services:

- All legal services as may be required to facilitate the project.
- All financial and / or funding related services for purposes of borrowing, issuing bonds, or pursuing grants as may be necessary to fund this project.

Project Team

Jason Petersburg, P.E. will be the Project Manager for this project and will serve as Cerro Gordo County's main point of contact. Assisting Petersburg with the design will be Elliot Sheriff. Sheriff will be the CAD Technician for this project and will be responsible for the preparation of the detailed plans and excavation quantities as may be necessary.

Mr. Brandon Billings, P.E.
January 7, 2026
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Subconsultants

Veenstra & Kimm, Inc. does not anticipate there will be a need for any subconsultants on this project, and that all work will be performed by Veenstra & Kimm, Inc. personnel.

Schedule

Work will begin immediately upon receipt of written authorization. Veenstra & Kimm, Inc. plans to proceed on a timeline that will be agreed upon with the County.

Terms and Conditions

This proposal is based on the Terms and Conditions attached. Any changes to the Terms and Conditions may give cause to change the proposed fee, scope of work, or other facets of this proposal / agreement.

Compensation

Veenstra & Kimm, Inc. proposes to provide the Design Services defined herein (Scope of Services Items 1 – 8) for a Lump Sum fee of \$16,700.

Veenstra & Kimm, Inc. proposes to provide the Construction Services defined herein (Scope of Services Items 9-13) for an Hourly Not to Exceed fee to be determined at a later date.

Any Additional Services requested and authorized by Cerro Gordo County will be compensated on an Hourly Rate Basis in accordance with the firms standard Labor and Billing Rate Schedule attached.

Authorization

Providing this Letter Proposal / Agreement is acceptable, an authorized signature on Page 6 will be all that is needed to authorize services to commence in a timely fashion. Please return one original signed copy of this agreement to this office at your earliest convenience.

This letter, including those documents referenced in the letter, or attached to the letter, shall serve as the agreement between the parties.

Veenstra & Kimm, Inc.'s staff is ready to begin work as soon as authorization is received. We look forward to helping you successfully complete this effort.

Sincerely,

VEENSTRA & KIMM, INC.



Jason Petersburg, P.E.
Project Manager
Enclosure

Authorization Signature

This Letter of Proposal/Agreement is acceptable and Veenstra & Kimm, Inc. is hereby authorized to proceed with the services as defined in this letter. The undersigned do hereby covenant and state that this instrument is executed in duplicate as though each were an original and that there are no agreements that have not been reduced to writing in this instrument. It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this instrument, nor have any of the above been implied by or for any party to this Agreement.

Cerro Gordo County

By: _____
Signature

Printed Name

Date

Attest: _____
Signature

Printed Name

Date

1. **EXTENT OF AGREEMENT.** This Agreement represents the entire Agreement between the parties and may be amended only by written Agreement executed by both parties. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and Consultant.
2. **PAYMENT**
 - 2.1 The Consultant shall submit a monthly invoice for services rendered, including reimbursement of expenses incurred.
 - 2.2 Client shall make payment for monthly statement of services provided promptly after receipt of invoice or statement for services. If Client fails to make payment within forty (40) days after receipt of invoice or statement, the Consultant, at its discretion, may charge interest at a rate of nine percent (9%) annually or the maximum legal rate, whichever is less.
 - 2.3 If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, Consultant may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. Consultant shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by Consultant.
 - 2.4 In the event legal action is necessary to enforce the payment provisions of this Agreement, Consultant shall be entitled to collect from Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant personnel time and expenses spent in connection with such collection action, computed at Consultant current fee schedule and expense policies.
 - 2.5 Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.
 - 2.6 Payments to the Consultant shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.
3. **PERIOD OF SERVICE**
 - 3.1 Consultant shall complete its work within the time prescribed, or as expeditiously as possible if there is no specific time prescribed for completion of services.
 - 3.2 Consultant shall not be responsible for delays in performance of services due to factors beyond control.
 - 3.3 If Client requests changes in project, the time of performance for the Consultant work shall be adjusted appropriately.
4. **EXTRA WORK.** If the Client requests changes in the scope of the project which require additional work by Consultant, such changes shall be considered Extra Work. Consultant shall be entitled to additional compensation for Extra Work. Extra Work shall be considered a change in the scope of work and require a written amendment to Agreement to be approved by the Consultant and Client. Consultant shall have no obligation to perform Extra Work requested by Client until the written Amendment to Agreement has been approved.
5. **CLIENT RESPONSIBILITIES.**
 - 5.1 Provide the Client's requirements for the Project including the objectives, goals and constraints, standards for design and terms and provisions relating to the construction and construction contract requirements.
 - 5.2 Designate a representative with authority to receive and transmit information and instructions on behalf of the Client.
 - 5.3 Provide all available information to the Consultant which may be relevant to the Project. Consultant may rely on information provided by Client.
 - 5.4 Provide access to Consultant for public and private property as required for Consultant to complete its work.
 - 5.5 Examine documents prepared by Consultant.
 - 5.6 Obtain approvals and permits necessary for the Project unless the Consultant is to provide such services as a part of the Agreement.
 - 5.7 Notify the Consultant if the Client discovers any error or omission which may affect the scope or timing of the Consultant's services.
 - 5.8 Indemnify the Consultant, its employees, agents and consultants against claims arising out of the Consultant design if there has been a change or deviation from the design beyond the Consultant control for which the Consultant were not responsible, or a failure by the Client to follow the Consultant recommendations and such change or deviation or failure to follow the Consultant recommendation was the proximate cause of the claim.
6. **CONSTRUCTION COST ESTIMATES.** If requested, the Consultant shall provide an opinion of cost for the construction of the Project based on its best available information and judgment. It is understood the opinion of cost or cost estimate is only an estimate based on the best judgment of the Consultant. The Consultant shall not be responsible for any deviations between the actual cost and its cost estimate.

7. TERMINATION

- 7.1 Either party may terminate their obligation to perform further services under this Agreement upon thirty (30) days written notice.
- 7.2 Either party may terminate their obligation to provide services under this Agreement upon seven (7) days written notice following a substantial default by the other party, provided there is no fault by the terminating party.
- 7.3 Client may terminate the Consultant obligations to provide services under this Agreement upon fourteen (14) days written notice if the project is abandoned or terminated. In such event, progress payments due Consultant for services rendered including reimbursable expenses, shall compensate total compensation due.

- 8. **REUSE OF DOCUMENTS.** All tangible items produced or prepared by Consultant are instruments of service and remain the property of the Consultant. Owner may retain copies for reference. Reuse of the documents prepared by Consultant on another project without the Consultant written consent shall be prohibited. Client will indemnify Consultant, its employees, agents or consultants against claims resulting from the reuse of such documents if prior written approval is not obtained from Consultant.

- 9. **CONTROLLING LAW.** This Agreement and any of its terms and provisions shall be interpreted or construed under the laws of the State of Iowa.

10. SUCCESSORS AND ASSIGNS

- 10.1 The parties to this Agreement bind themselves, their successors and legal representatives to the other party or parties and the successors and legal representatives of such other parties in respect to all covenants and obligations under this Agreement.
- 10.2 Neither party shall assign, sublet or transfer any interest in this Agreement without written consent of the other party.
- 10.3 Consultant may employ such independent consultants, associates or subcontractors as it may deem appropriate to perform services under this Agreement. Retaining of such consultants or associates or subcontractors shall not be considered an assignment or transfer of interest under this Agreement.
- 10.4 Nothing in this Agreement shall be construed to ignore any rights or benefits to anyone other than the parties to this Agreement.

- 11. **CONSULTANT RECORDS.** Records of the Consultant relating to time, reimbursable expenses and accounts between the parties shall be kept in accordance with generally recognized accounting standards.

12. WARRANTY AND RESPONSIBILITY

- 12.1 Consultant shall use reasonable care to reflect the requirements of all applicable laws, rules and regulations of which the Consultant has knowledge or about which the Client's specifically advises the Consultant. Such standard of care shall be in effect as of the date of this Agreement. **CONSULTANT INTENDS TO RENDER SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL STANDARDS. NO OTHER WARRANTY IS EXTENDED EITHER EXPRESSED OR IMPLIED IN CONNECTION WITH SUCH SERVICES.**
- 12.2 Consultant shall not be responsible for construction contract or construction means, methods, techniques, sequences or procedures or for any programs or precautions relating to the contractor's safety or the contractor's failure to perform work in accordance with the contract documents.
- 12.3 The Consultant believes that any computer software provided under this Agreement is suitable for the intended purpose. Consultant do not warrant the suitability, merchantability or fitness for a particular purpose of any software provided under this Agreement.

- 13. **INDEMNIFICATION.** To the extent permitted by law, Consultant shall indemnify and hold harmless the Client, its officers, directors, partners and employees or agents from and against any and all claims for bodily injury or for damage to property caused solely by the negligent, acts or omissions of the Consultant, its officers, directors, partners, employees, agents or consultants in the performance and furnishing of Consultant services under this Agreement. Any indemnification shall be limited to the terms and amounts of coverage provided by the Consultant insurance policies in effect at the date of this Agreement or at the date the claim is made, whichever is applicable.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless the Consultant, its officers, directors, partners, employees and agents and consultants from and against any and all claims for bodily injury or damage to property caused by the negligent, acts or omissions of the Client or its officers, directors, partners, employees, agents, or consultants with respect to this Agreement.

In addition to the indemnity provided under this section, and to the extent provided by law, Client shall indemnify and hold harmless the Consultant, its officers, directors, partners, employees, agents or consultants from and against any and all claims, costs, losses or damages including but not limited to fees and charges of the Consultant, caused by, rising out of or relating to the presence, discharge, release or escape of asbestos, petroleum, hazardous waste, radioactive waste, or other similar environmental contaminants which may be present at, on, under or from the project site.

- 14. **STATUTE OF REPOSE.** Any applicable statute of repose or statute of limitations shall commence and any alleged cause of action shall be deemed to have accrued not later than the completion of the services performed by the Consultant under this Agreement.
- 15. **EFFECT OF BREACH.** No waiver of a breach of this Agreement for any cause shall constitute a waiver resulting from any subsequent breach of the terms and conditions of this Agreement.
- 16. **SEPARATION OF PROVISION.** If any terms or provisions of this Agreement shall be held to be invalid or unenforceable, all remaining provisions shall be binding, valid and enforceable to the extent allowed by law.



A Kleinfelder Company

VEENSTRA & KIMM INC.

2800 4th Street SW, Suite 9
Mason City, Iowa 50401

641.421.8008
www.v-k.net

LABOR AND BILLING RATE SCHEDULE Effective July 2025

<u>CLASSIFICATION</u>	<u>Hourly Rate</u>
Management I-----	\$270.00
Management II-----	\$248.00
Process Engineer I-----	\$272.00
Client Services I-----	\$242.00
Client Services II-----	\$199.00
Client Services III-----	\$143.00
Client Services IV-----	\$111.00
Client Services V-----	\$100.00
IT I-----	\$200.00
IT II-----	\$135.00
IT III-----	\$85.00
Funding Specialist I-----	\$149.00
Funding Specialist II-----	\$132.00
Engineer I-A-----	\$250.00
Engineer I-B-----	\$235.00
Engineer I-C-----	\$230.00
Engineer I-D-----	\$215.00
Engineer II-A-----	\$208.00
Engineer II-B-----	\$198.00
Engineer III-A-----	\$185.00
Engineer III-B-----	\$179.00
Engineer III-C-----	\$174.00
Engineer IV-----	\$168.00
Engineer V-----	\$157.00
Engineer VI-----	\$148.00
Engineer VII-----	\$143.00
Engineer VIII-----	\$136.00
Engineer IX-----	\$128.00
Engineer X-----	\$112.00
Engineer XI-----	\$102.00
Engineer XII-----	\$95.00
Design Technician I-----	\$146.00
Design Technician II-----	\$127.00
Design Technician III-----	\$113.00
Architect I-----	\$204.00
Architect II-----	\$176.00
Architect III-----	\$158.00
Planner I-----	\$159.00
Planner II-----	\$113.00
Planner III-----	\$104.00
Drafter IA-----	\$144.00
Drafter IB-----	\$132.00
Drafter II-----	\$127.00
Drafter III-----	\$122.00
Drafter IV-----	\$111.00
Drafter V-----	\$100.00
Drafter VI-----	\$90.00
Drafter VII-----	\$79.00

CLASSIFICATION**Hourly Rate**

Clerical I-----	\$100.00
Clerical II-----	\$94.00
Clerical III-----	\$82.00
Clerical IV-----	\$71.00
Clerical V-----	\$60.00
Construction Engr I-----	\$235.00
Construction Engr II-----	\$153.00
Construction Engr III-----	\$135.00
Construction Engr IV-----	\$113.00
Surveyor I-----	\$170.00
Surveyor II-----	\$155.00
Technician I-----	\$129.00
Technician II-----	\$115.00
Technician III-----	\$105.00
Technician IV-----	\$100.00
Technician V-----	\$95.00
Technician VI-----	\$85.00
Technician VII-----	\$76.00
Technician VIII-----	\$69.00
Technician IX-----	\$57.00
Building Inspector I-----	\$230.00
Building Inspector I-A-----	\$162.00
Building Inspector II-----	\$125.00
Building Inspector III-----	\$100.00
Accountant I-----	\$207.00
Accountant II-----	\$150.00
Accountant III-----	\$133.00
Accountant IV-----	\$105.00
Accounting V-----	\$96.00
Administrative Assistant II-----	\$114.00
Design Engineer I-----	\$125.00
Engineer Intern-----	\$108.00
Office Coordinator-----	\$129.00
Principal of Firm I-----	\$248.00
Project Engineer I-----	\$143.00
Project Engineer II-----	\$160.00
Project Engineer III-----	\$170.00
Project Engineer IV-----	\$184.00
Senior Project Engineer I-----	\$164.00
Senior Project Engineer II-----	\$177.00
Senior Project Engineer III-----	\$192.00
Senior Project Engineer IV-----	\$198.00
Senior Project Manager IV-----	\$230.00
Senior Technician IV-----	\$166.00
Engineering Technician I-----	\$127.00
Engineering Technician II-----	\$131.00
Engineering Technician III-----	\$157.00

REIMBURSABLES AND EQUIPMENT RATES**Equipment**

GPS / Robotics	\$35.00
Tablet	\$45.00
Fluoroscope	\$50.00
4-Wheeler	\$50.00
Drone	\$75.00
Mileage	(IRS Rate)

