

DGR ENGINEERING
Agreement for Professional Services

THIS AGREEMENT is entered into on the 11th day of October, 2022, by and between Woodbury County, Iowa, hereinafter referred to as "Client" and DeWild Grant Reckert and Associates Company, d/b/a DGR Engineering, hereinafter referred to as "Consultant".

WHEREAS, Client requires professional services for Elk Creek Road Construction, West of Old Lakeport Road to just North of Singing Hills Boulevard
(project title/name) _____ and,

WHEREAS, Consultant is willing to provide such services upon the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree to the following general terms and conditions:

1. BASIC AGREEMENT:

- 1.1. SCOPE OF WORK:** The Scope of Work for this Project shall be documented in a manner consistent with the format of Exhibit A to this Agreement and shall be considered an integral part of this Agreement.
- 1.2. GENERAL:** This Agreement sets forth the general terms and conditions which will apply to all services rendered. Consultant shall provide or cause to be provided the services set forth in this Agreement and any subsequent amendments; and Client shall pay Consultant for such services as set forth in Paragraph 3.3.
- 1.3. TERM:** This Agreement shall be effective on the date shown above, until terminated as provided in paragraph 4.2 below.

2. CONSULTANT'S RESPONSIBILITIES:

- 2.1. SERVICES PROVIDED:** Exhibit A will describe services to be performed and deliverables, if any, to be provided. Consultant shall not be obligated to perform any services unless and until Client and Consultant agree as to the scope of Consultant's services, time for performance, Consultant's compensation, and Client's responsibilities. All services shall be subject to the terms and conditions of this Agreement.
- 2.2. STANDARD OF CARE:** The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.
- 2.3. INDEPENDENT CONTRACTOR:** All labor, material and equipment necessary to complete the Services shall be provided by Consultant as an independent contractor. Consultant shall be solely responsible for the means and methods used to complete its Services. Consultant is not an employee of or in a joint venture with Client.

2.4. TIMELINESS OF PERFORMANCE: The Consultant will perform its Services with reasonable diligence and expediency consistent with sound professional practices.

3. CLIENT'S RESPONSIBILITY:

3.1. DUTY TO PROVIDE INFORMATION: Client agrees to provide Consultant with any and all documents, including but not limited to, structural documents, geotechnical reports and other technical information regarding the location where Services are to be performed (the "Site"), if any, which are available to Client and which relate to the Services. Client shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, documents and other information furnished by Client to Consultant under the Agreement. Consultant may use such requirements, reports, data, documents and information in performing or furnishing Services under the Agreement. Client shall make decisions and carry out its other responsibilities in a timely manner under the Agreement so as not to delay Consultant's Services.

3.2. PERMITS AND LICENSES: Client agrees to timely obtain and provide all licenses, permits, registrations, certificates and government or agency approvals that may be required to commence and/or complete Client's Project.

3.3. PAYMENT AND TERMS: Consultant shall prepare invoices in accordance with its standard invoicing practices and Exhibit A. Consultant shall submit its invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice, then Client will be considered in breach of the payment terms of this Agreement, and the compounded amount due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day.

If Client disputes an invoice, Client may withhold until resolution of the disputed portion only that portion so disputed, and must pay the undisputed portion.

Whenever Consultant is entitled to compensation for the charges of Sub-consultants used by the Consultant as part of the services provided to the Client, those charges shall be billed to the Client at the amount billed to the Consultant by the Sub-consultant times a factor of 1.0.

Client shall pay all governmental taxes and fees applicable to Consultant's services, which, unless specifically listed in the Fee Arrangement section of Exhibit A, will be in addition to the compensation to which Consultant is entitled under this Agreement. If after the Effective Date of this Agreement any governmental entity takes a legislative action that imposes sales or use taxes, fees, or charges on Consultant's services or compensation different than as described by Exhibit A, then the Consultant may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Consultant for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Consultant is entitled under the terms of this Agreement.

4. GENERAL CONSIDERATIONS:

4.1. OWNERSHIP OF DOCUMENTS: All data, reports, drawings, specifications, record drawings, work-product, and other deliverables (whether in printed or electronic format) provided by or furnished by Consultant pursuant to the Agreement (the "Documents") are instruments of service in respect to this Project, and Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of Consultant) whether or not the Project is completed. Notwithstanding the foregoing, upon completion of the project or termination of the services and payment of all monies due the Consultant, Consultant hereby grants to Client a royalty-free, non-exclusive unlimited license to utilize Consultant's Documents provided to Client as part of the Services to the extent necessary for the construction, operation, maintenance or repair of the Project or any unit or component thereof. Client may also make and retain copies of Documents for information and reference in connection with use on the Project by Client and others. 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 such reuse or modification without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant, its officers, directors, employees, agents, or Consultants. To the extent permitted by law, Client shall indemnify and hold harmless Consultant, its officers, directors, partners, employees, agents, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting there from.

4.2. SUSPENSION AND TERMINATION: If the client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon seven (7) days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by a material breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Either party may terminate this Agreement by giving the other party a written seven (7) days' notice of its intent to terminate. Client shall pay for all services rendered and all reimbursable costs incurred by Consultant up to the date of termination. Payment to Consultant shall be made within 30 days of the date of termination.

4.3. INSURANCE: Consultant will purchase and maintain such insurance as is reasonable and necessary for the Services being performed. The insurance required by this section shall include the coverage and be written for not less than the limits of liability and coverage as hereinafter provided, or as required by law, whichever is greater.

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|------------------------------------|---|
| Workers Compensation: | Statutory Limits in state where Project is located |
| Commercial Gen. Liability: | \$1,000,000 per occurrence \$1,000,000 general aggregate |
| Professional Errors and Omissions: | \$1,000,000 per claim \$1,000,000 general aggregate |

Upon Client's request, Consultant shall deliver to Client certificates of insurance evidencing the coverage set forth above.

4.4. OPINIONS OF COST: Consultant's opinions of probable Construction Cost are to be made on the basis of Consultant's experience and qualifications and represent Consultant's estimate as an experienced and qualified professional generally familiar with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Consultant. If Client requires greater assurance as to probable Construction Cost, Client must employ an independent cost estimator.

4.5. STATUS DURING CONSTRUCTION: If Construction Observation is included in the scope of services, the Consultant shall visit the Project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Construction Contract Documents.

Based on this general observation, the Consultant shall keep the Client informed about the progress of the Work and shall endeavor to inform the Client of observed deficiencies in the Work. If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by the Consultant as Additional Services.

The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Construction Contract Documents.

The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Construction Contract Documents or any applicable laws, codes, rules or regulations.

5. MISCELLANEOUS PROVISIONS:

5.1. MUTUAL WAIVERS: To the fullest extent permitted by law, Client and Consultant (1) waive against each other, and the other's employees, officers, directors, 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 the Project.

- 5.2. **CODE COMPLIANCE:** The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement issued by Client to Consultant. Design changes made necessary by newly enacted laws, codes and regulations after the Agreement date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation based upon Consultant's Standard Fee Schedule in effect when the work is completed. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over a Project under this Agreement, the Consultant shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Consultant in an effort to resolve this conflict.
- 5.3. **SEVERABILITY:** Any term or provision of this Agreement found to be invalid or unenforceable under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.
- 5.4. **ASSIGNMENT:** Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) under the Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- 5.5. **GOVERNING LAW and JURISDICTION:** Client and Consultant agree that the Contract Documents and any legal actions concerning their validity, interpretation and performance shall be governed by the laws of the State in which the project is located.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Professional Services as of the date first above written.


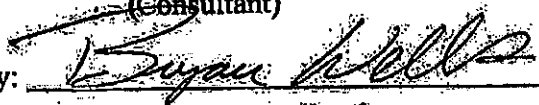
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| <p><u>Woodbury County</u> (Client)</p> <p>By: <u></u></p> <p>Title: <u>Chairman, Board of Supervisors</u> (Authorized signature and Title)</p> <p>Date: <u>10/25/2022</u></p> <p>Address: <u>620 Douglas St.</u></p> <p>City/Country: <u>Sioux City, IA</u></p> <p>Phone: <u>712-279-6484</u></p> <p>bill to: Woodbury County Engineer 759 E. Frontage Rd Menville, IA 51039</p> | <p>DeWild Grant Reckert and Associates Company d/b/a DGR Engineering (Consultant)</p> <p>By: <u></u></p> <p>Title: <u>Vice President</u> (Authorized signature and Title)</p> <p>Date: <u>10-11-22</u></p> <p>Address: <u>6115 Whispering Creek Drive</u></p> <p>City/Country: <u>Sioux City, IA 51106</u></p> <p>Phone: <u>712-266-1554</u></p> |
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EXHIBIT A

Scope of Work

DGR Engineering (Consultant) agrees to provide to: Woodbury County, Iowa
(Client)
the professional services described below for the Project identified below.

PROJECT NAME: Elk Creek Road Construction, West of Old Lakeport Road to Just North of Singing Hills Boulevard

PROJECT DESCRIPTION: Construction of Elk Creek Road north Elk Creek Development to the west side of Old Lakeport Road (including a proposed Roundabout at intersection with Old Lakeport Rd, Southern Hills Drive and Christy Road) totaling approximately 2,200 LF.

DGR CONTACT PERSON: Bryan Wells

CLIENT CONTACT PERSON: Mark Nahra

SCOPE OF WORK:

Assumptions/Understandings:

- Under separate contract, City of Sioux City to hire DGR and be responsible for costs related to the following:
 - Topo Survey, Design and CA Services related to sidewalk/trail along east side of Old Lakeport Road from Southern Hills Road to Singing Hills Boulevard. These project improvements are to be included in this project's contract documents and be shown in separated Bid Division.
- Project to be bid by County.
- Project to include multiple (up to six) Plan Divisions to separate quantities and show cost share responsibilities between ECD, County and City.
- No street light design is included as part of this scope of work.
- No dry gravity or force main sanitary sewer main and services are proposed to be designed or installed as part of this project per City direction.
- No fencing is required along east ROW line per County direction.

I. Administration/Meetings

- A. Coordinate with team members, including subconsultants (if any) and County, City staff (Engineering Division, Field Services, and Right-of-Way Offices), to define the extent of work involved along with each participant's responsibilities.
- B. Address public concerns and issues related to the project through the City/County Project Manager.
- C. Meetings: A total of up to five (5) meetings are included in this scope, a project kickoff meeting with the City/County to review and discuss project details, and four (4) City/County/ECD progress review meetings. No public meetings are anticipated.
- D. Onsite Meetings with Property Owners: A total of 6 hours of Engineer time is included for onsite meetings with individual property owners (including City ROW

representative) to review plans, answer questions and discuss the improvements and any acquisitions/easements that may be needed during construction

- E. The City/County will provide to the Consultant existing information on existing utilities, as-built plans, and other information relevant to the project. The City/County will also supply current aerial photography for the project area at no cost.

II. Preliminary Survey/Data Collection/Plats/Stake Borings

- A. A preliminary topographic survey will be collected along the project area starting at north limit of Elk Creek Development (north of Singing Hills Boulevard) to approximately 250 feet west of Old Lakeport Road. Any existing survey provided by the Client will be reviewed and incorporated into our survey. Survey will extend north and south at intersection of Southern Hills Drive/Old Lakeport Road/Christy Road/Elk Creek Road. The topographic survey will include:
 - 1. Establishing horizontal and vertical control points suitable for design and construction of a future project in this area.
 - 2. Identifying existing surface features, including roads, buildings, sidewalks, trees and bushes, retaining walls, and visible utilities.
 - 3. Identifying the existing topography of the site for the purpose of developing a digital terrain model of the site.
 - 4. Locating underground utilities as marked on the surface by public and private utility companies or from record documents. Flowlines of known and accessible sanitary sewer and storm sewer structures will be determined.
 - 5. Showing property boundaries according to platted dimensions. No property survey field work will be provided unless proposed acquisition is required. Proposed acquisition is assumed to be required at all four corners of the Southern Hills Drive/Old Lakeport Road/Christy Road/Elk Creek Road intersection. Several property pins will be attempted to be located to assist in orientating the platted property lines. Known existing easements recorded at the courthouse and provided by the City, utility companies and property owners will be added to the survey file.
 - 6. Preparing a site drawing in CAD showing the information indicated above. In addition, existing ground contours will be shown at 1 or 2 foot intervals as appropriate.
- B. The City will provide to the Consultant existing information on existing utilities, as-built plans, and other information relevant to the project. The City will also supply current aerial photography for the project area at no cost.
- C. Acquisition Plats and Temporary Easement Descriptions: It is assumed that up to four (4) acquisition plats and four (4) temporary easement descriptions will be needed for the project. Temporary easements to be shown in plans. No exhibits are assumed to be required
- D. Consultant to stake soils borings for Geotech subconsultant.

III. Preliminary Design

- A. Consultant shall prepare design plans and cross sections for the street portion of the project, including plan/profile sheets for the paving and utilities (storm sewer and water main). The work shall include approximately 2,200 feet of street/roadway construction to be completed in year 2023. The intersection with Southern Hills Drive/Old Lakeport Road/Christy Road/Elk Creek Road is also included in this proposal and proposed to include a 100 foot diameter one-lane roundabout due to the existing five leg configuration. The proposed street/roadway cross section is to be an urban section at the roundabout intersection with sloped curbs on both sides and 24 foot wide rural section along Elk Creek Road between The Residence of Elk Creek subdivision and Old Lakeport Road. Sidewalks are proposed at the roundabout intersection only.
- B. Utilities: New storm sewer and water main utilities are planned for this project and the design is included in this agreement. New storm sewer will be designed to provide for the conveyance of the 10-year storm within a gravity storm sewer system. The impact of flows from the 100-year storm also will be reviewed. New 8" water main will be extended from The Residence of Elk Creek subdivision to Old Lakeport Road intersection to make a looped connection.
- C. Traffic Counts: Traffic counts are not included in this proposal.
- D. Paving: Streets will be designed which meet the City/County design criteria for the applicable street classification. It is expected that an urban section with sloped curb (concrete only) street will be constructed in the proposed roundabout intersection. Sidewalks are to be included in the intersection. A rural section with ditches will be designed on Elk Creek Road from Old Lakeport Road to the north limit of The Residence of Elk Creek subdivision.

Consultant shall present the City/County a concept showing the proposed street geometrics for approval prior to beginning plan preparation.

- E. Private Utilities: Following City/County review of the 60% preliminary plans, the plan set will be sent to the private utility owners within the construction limits for coordination with the project.
- F. Landscaping/Retaining Walls: It is assumed no significant landscape features will be designed by the Consultant, including but not limited to decorative retaining walls, fountains, extensive colored concrete design patterns, etc.
- G. The design of electrical, gas, telephone, and cable TV service within the construction limits not included in this proposal. The proposed improvements will be coordinated with the afore-mentioned private utilities for their information.
- H. ROW Design: Consultant to prepare plans (H Sheets) showing the proposed acquisition and temporary easement needs.
- I. The Consultant will retain the services of Certified Testing Inc. as their qualified geotechnical engineer subconsultant to investigate the existing ground conditions for the purpose of making recommendations on pipe bedding and backfill, on the necessary subgrade/subbase improvements, and for preparing a pavement recommendation. The

contract for the material testing services will be directly with the City/County and is not included in this proposal.

- J. Consultant will provide opinion of costs at 60% plan submittal.

IV. Final Design

- A. Final plans will be prepared based on the preliminary plan approved by the City/County. The final plans will include typical cross sections, special details as needed, and street cross sections, as well as intersection grading and jointing details. Profiles will be provided for all mainline streets and storm sewer utility.
- B. A traffic control and staging plan will be prepared for the project showing street closures including a designated detour route.
- C. Staging Layout: The construction of the project is expected to occur over two stages (Southern Hills Drive/Old Lakeport Road/Christy Road/Elk Creek Road intersection and then Elk Creek Road between Old Lakeport Road and The Residence of Elk Creek subdivision).
- D. Erosion control plans will be prepared for the project showing erosion and sediment control measures, existing and proposed drainage paths and staging areas. A SWPPP will also be provided by the Consultant.
- E. All design for the project will be developed according to the current Statewide Urban Design Standards (SUDAS) with City of Sioux City Supplemental Specifications which have been adopted by the City, as well as current City codes and ordinances. Additionally, special provisions will be made for items unique to the project or not included in the SUDAS or City Supplemental.
- F. Bid items and Quantities: Consultant will prepare individual bid items and quantities for an assumed six (6) Divisions to separate costs between ECD (water and sanitary sewer) and the remaining work to be cost shared three ways.
- G. The Consultant will assist the City/County in obtaining the necessary permits for construction by preparing the necessary permit applications. Permits needed will include an IDNR storm water discharge permit. The application fees and permit costs are not included in this proposal and will be paid by the City/County.
- H. Consultant will provide opinion of costs at 100% plan submittal.

V. Bid Phase

- A. Consultant shall assist the County during the solicitation for bids for one (1) bid letting by preparing the Notice to Bidders; by reproducing the plans, specifications, and contract documents; and attending the bid letting. Ten (10) copies of plans and specifications are included in this proposal. Any questions concerning interpretation of the project documents will be handled by Consultant. Plan distribution will be handled by the County.

- B. Bids received by the County for the project will be examined for completeness and accuracy, and a recommendation, including tabulation of bids, will be made by the Consultant to the City/County for the award of the construction contract.
- C. Engineer's Opinion of Probable Cost for the project shall be provided to the City/County to use as a basis for bid evaluation.

VI. Construction Administration (Limited)

Because of factors beyond the control of the Consultant, such as: capability of the contractor, speed at which the contractor progresses, weather, traffic, construction staging, property owner questions/needs, etc., the Consultant can only provide an estimated fee for construction services. The following assumptions shall be used in preparing an estimate for construction administration services:

- A. Construction administration services are based on an 16 week construction duration and assumed 30 hours of Engineer consultation time for the project.
- B. It is understood the fees provided for construction services are estimates based on these assumptions, and if construction work extends beyond the time frame estimated or the Engineer needs to be on site more hours per week, an amendment to this agreement will be needed to complete the construction services.
- C. Consultant will develop the agenda and conduct a preconstruction conference with City/County staff at City Hall for all parties involved in the project to establish schedules, review materials, conflicts, quality assurance, and other related items. City/County will assist in scheduling the meeting. Meeting minutes will be prepared by the Consultant.
- D. Review shop drawings submitted by Contractor to be completed by the Consultant.
- E. During construction, Consultant shall consult and advise the City/County on details related to the project construction. Construction observation is assumed to be by others (City/County staff).
- F. Consultant shall furnish periodic visits during construction to review progress and assist the Project Observer with questions during construction. It is assumed up to three (3) site visits are included.
- G. Consultant shall be available by phone, letter, or email for consultation and to respond to questions during or following construction.

VII. Construction Staking

This includes staking of Elk Creek Road improvements along The Residence of Elk Creek subdivision as well.

- A. Consultant shall provide horizontal and vertical control to Contractor during construction consisting of a minimum of four control points. Two (2) trips are included for this work.
- B. Consultant to provide GPS grading files to grading contractor for use in grading work.

- C. Consultant to mark removals.
- D. Consultant shall provide horizontal and vertical control to the Contractor for storm sewer consisting of 2 hubs at each manhole or inlet and stakes at Contractor requested offsets at 25 and 50 feet from each manhole and at 100 foot intervals thereafter for installation using laser level methods. Six (6) trips are included for this work.
- E. Consultant to set lath along water main alignment at 50 feet intervals and at each valve and fire hydrant. Four (4) trips are included for this work.
- F. Consultant shall set paving hubs at requested offsets to back of curb or edge of paving at 25 foot intervals for fine grading and paving. Hubs will be set at radius points and midpoints for intersection paving. Sidewalk landings will also be staked. Fourteen (14) trips are included for this work.

FEE ARRANGEMENT:

For a project of this nature and scope, we agree to perform the engineering services detailed in sections I - VII on an hourly basis plus direct project expense using the rates in effect at the time the work is performed. A copy of the current hourly rate schedule is enclosed. We estimate the fee for this Scope of Services to be \$168,500 maximum not to exceed. Below is an estimated breakdown per task.

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|---|-----------------|
| Task I – Administration/Meetings | \$10,000 |
| Task II – Topo Survey/Data Collection/Plats/Stake Borings | \$20,500 |
| Task III – Preliminary Design (including Geotech - CTS) | \$43,000 |
| Task IV – Final Design | \$40,000 |
| Task V – Bid Phase | \$ 3,000 |
| Task VI – Construction Administration (Limited) | \$12,000 |
| Task VII – Construction Staking | <u>\$40,000</u> |
| Total | \$168,500 |

All Hourly tasks will be billed at the Hourly Fee Schedule then in effect. A copy of the current Hourly Fee Schedule is attached as Exhibit B.

The Engineer's compensation is conditioned on the time to complete construction not exceeding 12 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

SCHEDULE: Bid in spring 2023 for summer/fall 2023 construction

SPECIAL TERMS AND CONDITIONS: None

EXHIBIT B

DGR ENGINEERING

JULY 2022

HOURLY FEE SCHEDULE A

| Personnel Grade | Engineer Hourly Rate | Technician Hourly Rate | Administrative Hourly Rate |
|------------------------|-----------------------------|-------------------------------|-----------------------------------|
| 01 | \$100 | \$59 | \$54 |
| 02 | \$106 | \$64 | \$56 |
| 03 | \$112 | \$69 | \$60 |
| 04 | \$118 | \$73 | \$65 |
| 05 | \$127 | \$78 | \$70 |
| 06 | \$140 | \$84 | \$75 |
| 07 | \$152 | \$88 | \$80 |
| 08 | \$162 | \$94 | \$85 |
| 09 | \$175 | \$100 | \$90 |
| 10 | \$187 | \$106 | \$96 |
| 11 | \$200 | \$112 | \$103 |
| 12 | \$212 | \$117 | \$118 |
| 13 | \$226 | \$123 | \$135 |
| 14 | \$232 | \$132 | \$166 |
| 15 | \$238 | \$142 | \$219 |

Reimbursable Expenses:

1. Standard vehicle mileage at the IRS standard mileage rate in effect at the time.
2. Survey/staking/heavy duty trucks at IRS standard mileage rate plus \$0.25 per mile.
3. Other travel, subsistence, lodging at actual out-of-pocket cost.
4. GPS Survey Equipment (when used) at \$31.25 per hour.
5. ATV and UTV Equipment (when applicable) at \$12.50 per hour.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|------------------------------------|
| PRODUCER Marsh & McLennan Agency LLC 300 N. Cherapa PL Sioux Falls SD 57103 | CONTACT NAME: D'one Hanisch, CISR Elite, CCIP | |
| | PHONE (A/C, No, Ext): 605-339-3874 | FAX (A/C, No): 605-339-3620 |
| E-MAIL ADDRESS: d.hanisch@marshmma.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC# |
| INSURED DeWild Grant Reckert and Associates Company dba DGR Engineering 1302 S Union St, PO Box 511 Rock Rapids IA 51246-0511 | INSURER A: Continental Insurance Company | 35289 |
| | INSURER B: Continental Casualty Company | 20443 |
| | INSURER C: National Fire Insurance Co of Hartford | 20478 |
| | INSURER D: The Continental Insurance Company | 35289 |
| | INSURER E: | |
| INSURER F: | | |

COVERAGES **CERTIFICATE NUMBER:** 1301018817 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| C | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Incl <input checked="" type="checkbox"/> Contractual Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | | | 7015480508 | 9/1/2022 | 9/1/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| D | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 7015480511 | 9/1/2022 | 9/1/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 7015480539 | 9/1/2022 | 9/1/2023 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 7015480525 | 9/1/2022 | 9/1/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| B | Professional Liability Claims Made Retro Date N/A | | | AEH591952048 | 9/1/2022 | 9/1/2023 | Each Claim/Aggregate Deductible 5,000,000 100,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is included as Additional Insured on the General Liability if required by signed written contract executed prior to loss.

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|---|--|
| CERTIFICATE HOLDER Woodbury County 620 Douglas St Sioux City IA 51101 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|