

**AGREEMENT FOR PROFESSIONAL SERVICES
WOODBURY COUNTY, IOWA
SALIX DRAINAGE DISTRICT**

THIS AGREEMENT, made and entered into this 18th day of April 2023, by and between Woodbury County Board of Supervisors acting as Trustees for the Salix Drainage District, hereinafter referred to as the Trustees, party of the first part and VEENSTRA & KIMM, INC. a corporation organized under the laws of the State of Iowa, hereinafter referred to as the Engineers,

WITNESSETH, THAT WHEREAS, the Trustees desire to assist the City of Salix with the creation of the Salix Drainage District.

WHEREAS the Trustees desire to retain the Engineers to perform the services required for the creation of a drainage district to be completed on the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the Trustees retain the Engineers to act for and represent it in engineering matters on the Project. Such contract shall be subject to the following terms, conditions and stipulations to wit:

1. **SCOPE OF SERVICES.** It is understood and agreed upon that the Project will include survey services, written report creation, and public hearing attendance.
 - a. Survey – shall examine the lands described in the petition and any other lands which could be benefited by said improvement. Shall also locate and survey such ditches, drains, levees, and other improvements as will be necessary to carry out the purposes of the petition and will be of public benefit.
 - b. Report – shall make full written report to the county auditor, setting forth:
 - i. The starting point, route and terminus of each ditch, drain, and levee and the character and location of all other improvements.
 - ii. A plat and profile, showing all ditches, drains, levees, settling basins, and other improvements, the course, length, and depth of each ditch, the length, size, and depth of each drain and the length, width, and height of each levee, through each tract of land, and the particular descriptions and acreage of the land required from each forty-acre tract or fraction thereof as right-of-way, or for settling basin or basins, together with the congressional or other description of each tract and the names of the owners thereof as shown by the transfer books in the office of the auditor. Said plat shall describe the width of the right-of-way to be taken from each forty-acre tract or fraction thereof.
 - iii. The boundary of the proposed district, including therein by color or other designation other lands that will be benefited or otherwise affected by the proposed improvements, together with the location, size and elevation of all lakes, ponds, and deep depressions therein.
 - iv. The probable cost of the proposed improvements, together with such other facts and recommendations as the Engineer shall deem material.
 - c. Public Hearing – the Engineer, after filing the report, shall attend the public hearing set by the Trustees. If concerns regarding the report arise during the public hearing, the Engineer may amend the report.

2. **COMPENSATION.** The Trustees shall compensate the Engineers for services under this agreement as follows:
 - a. The fee shall be based on Veenstra & Kimm, Inc.'s hourly rates in an amount not to exceed the sum of Thirty-Three Thousand and 00/100 Dollars (\$33,000.00).
3. **METHOD OF PAYMENT.** The Engineer shall submit monthly invoices for the actual cost for services provided and based on Veenstra & Kimm, Inc.'s current hourly rate schedule, a copy of which is included with this agreement. Invoices shall be due and payable upon receipt and shall be paid by the Trustees within 30 days of the receipt of an approvable invoice.
4. **TERMINATION.** The Trustees may terminate services under this agreement by providing the Engineers a written notice at least 2 working days before the termination date. In the event the Trustees terminate the services under this Agreement the Trustees shall compensate the Engineers for services completed through the effective date of the termination.
5. **ASSIGNABILITY.** The Engineers shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the Trustees.
6. **OWNERSHIP OF DOCUMENTS.** All notes developed under this Agreement shall become the property of the Trustees upon completion or termination of the services by the Engineers. Upon request, the Engineer shall provide the Trustees the original copy of all notes and documents. Nothing in this provision shall prohibit the Engineers from retaining a copy of all documents generated during the course of performance of services under this Agreement.
7. **INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the Trustees harmless from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, suit and court costs for personal injury, property damage, and/or deaths or damages arising out of the Engineers' or any of its agents' and servants' and employees' negligent acts, errors or omissions for services under this Agreement.
8. **INSURANCE.** The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. It must be disclosed on the face of the certificates the coverage is on an occurrence basis, unless otherwise noted.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	\$1,000,000
Excess Liability (Umbrella)*	\$8,000,000/8,000,000
Workers' Compensation, Statutory Benefits Coverage B	\$1,000,000
Professional Liability**,***	\$3,000,000/3,000,000

* Occurrence/Aggregate

** The Owner is not to be named as an additional insured

*** Claims Made Basis

9. **MODIFICATIONS TO AGREEMENT.** This Agreement may be modified upon written agreement by the Trustees and the Engineers. In the event that any additional services are required of the Engineers that are over and above those described in this Agreement, the services shall not be done without prior express written agreement between the Trustees and the Engineers. The scope of additional services, and fees to be charged, shall be specified in any such written authorization.

10. **STATUTES, REGULATIONS AND CODES.** The Engineers agree all services provided under this Agreement shall be subject to all applicable Federal, State and County laws, regulations and code requirements, including the provisions of Section 479.29 of the Code of Iowa.

11. **OBLIGATIONS OF COUNTY.**

- a. Provide all available information that would be mutually beneficial or prudent to the project.
- b. The County Engineer will serve as liaison for the Trustees as the primary point of contact with the Engineers and shall be responsible to coordinate the Engineers services and receive documents generated by the Engineer during the course of performance of services under this agreement.

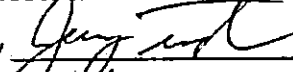
12. **COMPLETENESS OF CONTRACT.** This document contains all terms and conditions of this Agreement. Any alterations shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

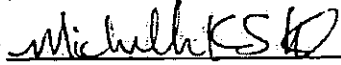
It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the date first written above.


TRUSTEES

By 
TITLE: Acting Chairperson

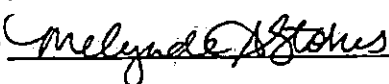
ATTEST:

By 
TITLE: Deputy Auditor

VEENSTRA & KIMM, INC.

By 
Project Manager

ATTEST:

By 

VEENSTRA & KIMM, INC.
 HOURLY RATES BY EMPLOYEE CLASSIFICATION
 2022-2023

Management I	\$199
Management II	\$193
Process Engineer I	\$215
Client Services I	\$193
Client Services II	\$125
Client Services III	\$100
Client Services IV	\$85
Client Services V	\$75
IT I	\$165
IT II	\$110
IT III	\$75
Funding Specialist I	\$118
Funding Specialist II	\$99
Engineer I-A	\$199
Engineer I-B	\$189
Engineer I-C	\$179
Engineer I-D	\$171
Engineer II-A	\$163
Engineer II-B	\$153
Engineer III-A	\$144
Engineer III-B	\$137
Engineer III-C	\$134
Engineer IV	\$129
Engineer V	\$121
Engineer VI	\$113
Engineer VII	\$108
Engineer VIII	\$105
Engineer IX	\$97
Engineer X	\$90
Engineer XI	\$82
Engineer XII	\$73
Design Technician I	\$115
Design Technician II	\$103
Design Technician III	\$90
Architect I	\$165
Architect II	\$145
Architect III	\$122

Planner I	\$126
Planner II	\$83
Planner III	\$77
Drafter IA	\$114
Drafter IB	\$107
Drafter II	\$100
Drafter III	\$95
Drafter IV	\$85
Drafter V	\$75
Drafter VI	\$68
Drafter VII	\$61
Clerical I	\$85
Clerical II	\$76
Clerical III	\$65
Clerical IV	\$57
Clerical V	\$49
Construction Engineer I	\$199
Construction Engineer II	\$121
Construction Engineer III	\$108
Construction Engineer IV	\$92
Surveyor I	\$138
Surveyor II	\$120
Technician I	\$101
Technician II	\$92
Technician III	\$84
Technician IV	\$81
Technician V	\$76
Technician VI	\$70
Technician VII	\$58
Technician VIII	\$51
Technician IX	\$43
Building Inspector I	\$190
Building Inspector I-A	\$129
Building Inspector II	\$101
Building Inspector III	\$80
Accounting I	\$165
Accounting II	\$125
Accounting III	\$110
Accounting IV	\$85
Accounting V	\$75

REIMBURSABLES AND EQUIPMENT RATES

Robotics	\$35
GPS	\$35
Leica Total Station	\$30
Total Station Robotics	\$25
Tablet	\$45
Fluoroscope	\$50
4-Wheeler	\$50
Drone	\$75
Mileage	IRS Rate