

Authorization For Professional Services

DATE: July 29, 2019
PROJECT NAME: Kimberly School District
CLIENT: Olsen Property
Kimberly School District
Attn: Luke Schroeder

PROJECT NUMBER: _____-19

hereby requests and authorizes EHM Engineers, Inc., to perform the following services:

SCOPE

1. Conduct field topographic survey and provide topographic map for proposed site and parent property.
2. Prepare annexation and rezone applications for submittal to the City of Kimberly. Upon determination and agreement of boundary by Client and Seller, prepare legal description for use in purchase and sale agreement as well in annexation exhibits.
3. Provide traffic study for submittal to the City of Kimberly.
4. Prepare a preliminary plat and application package for submittal to the City of Kimberly.
5. Prepare a 3 lot final plat in accordance with the City of Kimberly and reviewing agency standards. Upon approval set property pins, acquire signatures and record documents with the Twin Falls County Recorder's office.
6. Prepare construction plans for surrounding right of way improvements to the proposed site if required.
7. Prepare plans for offsite improvements as required.
8. Attend and represent school district at agency meetings and public hearings.

COMPENSATION to be on the basis of:

1. \$8,300.00
2. \$2,700.00
3. \$5,500.00
4. \$7,600.00 plus cost of title report.
5. \$6,800.00
6. If required, to be determined upon definition of scope.
7. If required, to be determined upon definition of scope.
8. Time and materials per attached rate schedule (Est. \$300.00 per meeting).

MISC.:

All services shall be completed in conformance with all applicable local and State codes, regulations and standards in effect at the time at which the work is authorized in accordance with generally recognized standards of care. Mileage and materials will be charged per the

attached rate schedule. All fees including, but not limited to, City and reviewing agency application and permit fees, recording fees, prints, and other required agency requirements will be the responsibility of the Client. EHM will provide additional services requested outside of the scope of work at time and materials or a subsequent proposal will be issued at the request of the client.

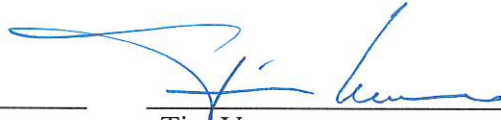
Client to provide information regarding any existing deeds of record, title documents, or as-built data available for the subject property.

Services covered by this authorization shall be performed in accordance with PROVISIONS included.

APPROVED for:
CLIENT

ACCEPTED for:
EHM ENGINEERS, INC.

By: _____



Tim Vawser

Title: _____

Date: _____

7-29-19



EHM Engineers, Inc.

BUILDING THE FUTURE ON A FOUNDATION OF EXCELLENCE

EHM ENGINEERS, INC.

TERMS AND CONDITIONS TO AGREEMENT FOR ENGINEERING AND SURVEYING SERVICES

1. AUTHORIZATION TO PROCEED

Signing this form shall be construed as authorization by CLIENT for EHM ENGINEERS, INC., to proceed with the work, unless otherwise provided for in the authorization.

2. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional 15% shall be added to the cost of these services for EHM ENGINEERS, INC. administrative costs.

3. COST ESTIMATES

Any cost estimates provided by EHM ENGINEERS, INC., will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, EHM ENGINEERS, INC. cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

4. PROFESSIONAL STANDARDS

EHM ENGINEERS, INC., shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy and adequacy of all designs, drawings, specifications, and other work and materials furnished under this authorization. EHM ENGINEERS, INC., makes no other warranty, express or implied.

5. LIMITATION OF PROFESSIONAL LIABILITY

EHM ENGINEERS, INC., liability for damages due to professional negligence will be limited to a sum not to exceed \$50,000.00 or the fee, whichever is greater.

CLIENT further agrees to notify any Contractor and Subcontractor who may perform work in connection with any design, report or study prepared by EHM ENGINEERS, INC., of such limitation of Professional Liability for design, defects, errors, omissions or professional negligence, and to require, as a condition precedent of their performing their work a like indemnity and limitation of liability on their part as against EHM ENGINEERS, INC.

6. TERMINATION

Either CLIENT or EHM ENGINEERS, INC., may terminate this Authorization by giving thirty (30) days written notice to the other party. In such event CLIENT shall forthwith pay EHM ENGINEERS, INC., in full for all work performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

7. LEGAL EXPENSES

In the event of any controversy, resulting in litigation, the party adjudged to be in default by a Court of competent jurisdiction shall pay to the aggrieved party all court costs, including a reasonable attorney's fee. By signing this agreement, the parties hereto agree that the State of Idaho shall have jurisdiction over all parties and the subject matter of this agreement. In connection therewith, it is further agreed that all controversies shall be determined under the laws of the State of Idaho.

8. PAYMENT TO EHM ENGINEERS, INC.

Monthly invoices will be issued by EHM ENGINEERS, INC., for all work performed or materials furnished under the terms of this agreement. All amounts for which invoices are mailed shall be due and payable by the NET 30 DAYS after the billing date of said invoice. If the amount of said invoice, or any part thereof, is not paid within said period, then and in that event, the amount not paid shall bear interest from the date of billing at the rate of 1.5% per month for an annual rate of 18%.

621 North College Rd., Suite 100 • Twin Falls, Idaho 83301 • [208] 734-4888 • Fax [208] 734-6049
3501 W. Elder St., Suite 100 • Boise, Idaho 83705 • [208] 386-9170 • Fax [208] 386-9076



**Basic Fee Schedule
December 2016**

Personnel

Senior Consultant Engineer	\$	190.00/hr
Principal	\$	150.00/hr
Senior Structural Engineer	\$	150.00/hr
Structural Engineer	\$	110.00/hr
Senior Professional Engineer	\$	150.00/hr
Professional Engineer	\$	100.00/hr
Engineer	\$	90.00/hr
Professional Land Surveyor	\$	100.00/hr
Survey Manager	\$	75.00/hr
Survey Technician	\$	60.00/hr
Survey Crew		
<i>Two Man</i>	\$	130.00/hr
<i>Three Man</i>	\$	150.00/hr
Satellite Survey RTK GPS		
<i>One Man</i>	\$	130.00/hr
<i>Two Man</i>	\$	150.00/hr
<i>Three Man</i>	\$	170.00/hr
Survey Crew w/Robotics Total Station		
<i>One Man</i>	\$	150.00/hr
<i>Two Man</i>	\$	170.00/hr
<i>Three Man</i>	\$	190.00/hr
Senior Designer	\$	95.00/hr
Designer	\$	65.00/hr
CAD Draftsman	\$	55.00/hr
Inspector	\$	55.00/hr
Engineer Technician	\$	55.00/hr
Laboratory Technician	\$	55.00/hr
Senior Engineer Technician	\$	75.00/hr
Secretary	\$	40.00/hr
Seismic Monitoring Technician	\$	165.00/hr

Miscellaneous

Mileage	\$	0.50/mile
Materials		Invoice + 15%
Per Diem – if required (overnight)		
<i>Meals</i>		Direct Cost
<i>Room</i>		Direct Cost

Work on Weekends, Holidays and after 5:00 P.M. or before 7:00 A.M. will be billed at 1½ times rates listed.