



Consulting Engineering
Mechanical
Electrical
Plumbing

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August 18, 2015

The Samuels Group
Attention: Ken Bronson
317 6th Avenue Ste. 720
Des Moines, IA 50265

RE: Iowa Correctional Institution for Women, Mitchellville
Geothermal field phase 1 repairs.

We are pleased to respond to your request regarding Mechanical Engineering Design Services for the subject project.

We understand the project consists of the review and design for installation of a new geothermal vault to replace the existing phase-1 vault. The scope of work will also include design for the installation of a glycol feed system located in the central plant to supply any needed make-up to the loop system.

Evaluation Services

- Evaluate the existing condition of the well-field and existing vault at ICIW.
- Make general recommendations for replacement of the vault and installation of the new glycol feed system.

Design, and Construction Services

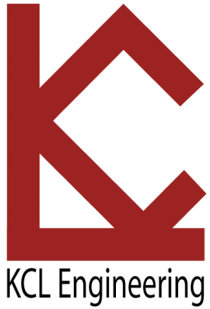
- Develop the necessary construction documents for a complete solution including vault, valves, and associated electrical, to integrate the revised design into the existing equipment.
- Discuss with contractor vault design and recommendations for valve arrangements to maximize installation efficiency and ease of future maintenance or expansion of the system.
- Review contractor pricing and proposals for conformance with intent.
- Provide construction phase services including shop drawings, RFI, bulletins and up to six (6) site visits.

Assumptions

- MEPT drawings will be completed using AutoCAD MEP, version 2015.

Clients Responsibility

- The Client shall make available to the Consultant full information on the Client's intent with regard to the project requirements.
- The Client will keep the Consultant advised of any changes to the project requirements that may affect the Consultant's work.
- The Client will make available to the Consultant necessary plans, layouts, drawings, reports, etc. of existing building and survey of properties.
- The Client shall perform necessary trends to assist in determining existing capacity.
- The Client is responsible for expense related to reproduction and distribution of construction documents.
- The Client will make available design requirements related to funding.



Additional Services (Not Included in Proposal)

- Energy Modeling
- Commissioning / LEED Accreditation design
- Services and/or consultation not specified and/or in excess of those indicated in the Scope of Basic Services.
- Revisions to previously approved drawings and documents.
- Meetings, and field trips in excess of those included within Basic Services.
- Value engineering after bids are received
- Life Cycle Cost Analysis (LCCA)

Compensation

Based upon the scope of the work thus defined, we propose to perform these services for the fixed fee of **\$5,500** inclusive of all reimbursable expenses and applicable taxes. Excluded in fee is any cost associated with conductivity testing. This proposal is subject to adjustment if there is a material change in the scope of the work.

Thank you for the invitation to submit this proposal. We look forward to the opportunity of serving you.

If this proposal is acceptable, please sign at the space indicated below and return one copy to this office for our files. If there are any questions, please contact me.

Sincerely,

KCL Engineering

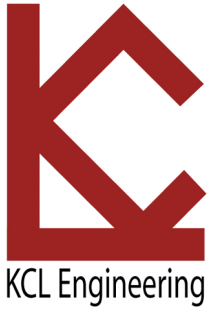
A handwritten signature in blue ink that reads 'Dave M. Chongo'.

Dave M. Chongo, LEED AP
Senior Mechanical Engineer | Principal

The undersigned, having read the foregoing letter of agreement between The Samuels Group and KCL Engineering, agrees to the conditions set therein.

The Samuels Group

Date



Terms and Conditions:

Services provided by KCL (hereinafter referred to as "the Engineer") under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Neither the Engineer or Construction Manager, the Engineer or Construction Manager consultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner or Client in excess of the compensation (or a specific amount that is less than the current policy amount) paid pursuant to this Agreement by reason of any act or omission including breach of contract or negligence not amounting to a willful or intentional wrong.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, Engineer) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected to their reuse of the construction documents on any other project or site without the involvement of the consultant in the construction phase services normally provided on such projects, excepting only those damages, liabilities or costs attributable to the sole negligence of willful misconduct by the Engineer.

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Engineer without obtaining the Engineer's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Engineer and to release the Engineer from any liability arising directly or indirectly from such changes.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

The Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, or for any health or safety precautions required by any regulatory agencies in connection with the project.

In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractor of any tier from making any changes or modifications to the Engineer's construction documents without the prior written approval of the Engineer and that further requires the Contractor to indemnify both the Engineer and Client from any liability or cost arising from such changes made without such proper authorization.

It is agreed that the Engineer's liability for this project for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, expenses from any cause, including Client, Contractors, and Attorney fees, is limited to total compensated fee.