

14 - 03/22/16

PROPOSAL - WORK AUTHORIZATION FOR LIMITED PROFESSIONAL SERVICES



PATRIOT PROFILES
WOODBURY COUNTY
AUDITOR & RECORDER &
COMM. OF ELECTIONS
2016 MAR 29 PM 4 13

Mankato, MN
Faribault, MN
Storm Lake, IA
Algona, IA
Des Moines, IA
La Crosse, WI

Project Title : Wolf Creek Drainage District Repairs
Client: Wolf Creek Drainage District Trustees
Address: 759 E. Frontage Road
City: Moville, IA. 51039

Woodbury County, IA
Date: March 8, 2016
Project: Repairs to Drainage District
Location: Hornick, IA.

DESCRIPTION OF WORK

This Proposal - Work Authorization constitutes the express authority given to I+S GROUP, INC. by the above named client to do the following described work:

Repairs to the Wolf Creek Drainage District

The segment of the open channel from State Highway 141 to County Highway D-25, and the adjacent surface drainage structures, are the focus of the proposed repair work.

1. ISG will perform a field survey supplemented by LIDAR data to determine the existing channel conditions and determine the need for channel cleanout and drainage structure repairs.
 2. A preliminary report will be prepared with cost estimate to be filed with the Board of Supervisors and presented to the landowners at an informational meeting.
 3. Based on input from the landowners and under the direction of the Board, ISG will prepare a final report. A formal hearing is to be held with the landowners of the District.
 4. Prepare the final plans and specifications for the accepted repairs including quantities with measure of payment. ISG will also coordinate with regulatory agencies to assist the District in obtaining any permits necessary to construct the repairs.
- ISG will also provide upon request of the Board, construction administration and resident project representation for construction of the repairs.

Work scheduled to begin March, 2016

The above named client agrees to pay I+S GROUP for the above described work, on the basis of compensation checked below: (Net 30 Days)

- Lump Sum (As scheduled on attached sheet)
- Hourly (Rates attached and made a part hereof.)
- Other as Described Above.

Project Fee for Phases 1 and 2 will not exceed \$9,250 without prior approval

The terms and conditions on the last page of this form are a part of this Agreement.

Client: Wolf Creek Drainage District Trustees

I+S GROUP

By: *Jerry Taylor*
Title: Chairman

By: *Brian W. Blomme*
Title: Project Manager

Please sign and return one (1) copy of this Agreement to:

1725 N. Lake Ave., P. O. Box 458
Storm Lake, IA 50588
Phone 712.732.7745 or 866.732.7745

TERMS AND CONDITIONS

I+S Group, Inc. shall perform the services outlined in this Proposal/Work Authorization for the stated fee arrangement.

Access to Site

Unless otherwise stated, I+S GROUP will have access to the site for activities necessary for the performance of the services. I+S GROUP will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

Information Responsibility

I+S GROUP shall indicate to the Client the information needed for rendering of services hereunder, and the Client shall provide to I+S GROUP such information as is available to the Client. The Client recognizes that it is impossible for I+S GROUP to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions which may have occurred in assembling the information.

Construction Review

The Client recognizes that it is neither practical nor customary for I+S GROUP to include all construction details in plans and specifications, creating a need for interpretation in the field by I+S GROUP or an individual who is under I+S GROUP supervision. The Client also recognizes that construction review permits I+S GROUP to identify and correct quickly and at comparatively low cost professional errors or omissions that are revealed through construction, or errors or omissions committed by others due to misinterpretation of design documents, or due to other causes. For the foregoing reasons, construction review is generally considered an essential element of a complete design professional service. Accordingly, if the Client directs I+S GROUP to not provide construction monitoring, I+S GROUP shall not be responsible for the consequences of any of I+S GROUP'S acts, errors or omissions, except for the consequences which, it reasonably could be concluded, I+S GROUP'S review services would not have prevented or mitigated.

Fee

The total fee, if stated, shall be understood to be an estimate, and shall not be exceeded without written approval of the Client. Where the fee arrangement is to be on an hourly (Time & Material) basis, the rates shall be those that prevail at the time services are rendered. Rates are included on the attached fee schedule.

Billings/Payments

Invoices for I+S GROUP'S services shall be submitted, at I+S GROUP'S option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, I+S GROUP may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of I+S GROUP. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

The Client shall indemnify and hold harmless I+S GROUP and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except I+S GROUP), or anyone for whose acts any of them may be liable.

Risk Allocation

In recognition of the relative risks and benefits of the project to both the Client and I+S GROUP, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of I+S GROUP and their subconsultants to the Client and for any and all claims, losses, costs, damages of any nature whatsoever or claim expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of I+S GROUP and their subconsultants to all those named shall not exceed \$50,000, I+S GROUP'S total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.

Termination of Services

This agreement may be terminated by the Client or I+S GROUP should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay I+S GROUP for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
other endeavor without the written consent I+S GROUP.

Applicable Laws

Unless otherwise specified, this agreement shall be governed by the laws of the State of Iowa.



DRAINAGE TEAM

2016 HOURLY RATE SCHEDULE

Administrative I	\$ 48/Hour
Technician I, Civil Engineering	\$ 64/Hour
Technician II, Civil Engineering	\$ 70/Hour
Technician III, Civil Engineering	\$ 76/Hour
Technician IV, Civil Engineering	\$ 88/Hour
District Watchman	\$ 80/Hour
Land Surveyor II	\$ 80/Hour
Land Surveyor III	\$ 90/Hour
Land Surveyor IV	\$ 120/Hour
Civil Engineer I	\$ 85/Hour
Civil Engineer II	\$ 95/Hour
Civil Engineer III	\$ 110/Hour
Civil Engineer IV	\$ 120/Hour
Senior Engineer	\$ 140/Hour
Environmental Specialist	\$ 103/hour
GPS/Robotic	\$ 45/Hour
All-Terrain Vehicle	\$ 15/Hour

Rates are subject to change on an annual basis
Mileage reimbursement at IRS standard rate
Outside expenses billed to ISG will be billed at cost plus 10%

1725 North Lake Avenue + PO Box 458 + Storm Lake, IA 50588-7610

info@is-grp.com + www.is-grp.com

P: 712.732.7745

I+S GROUP