

# WORK AUTHORIZATION

September 26, 2016  
Woodbury County Board of Supervisors  
Mark Nahra, P.E.  
759 Frontage Road  
Merville, IA 51039  
Wolf Creek Drainage District, Woodbury County, Iowa

## DESCRIPTION OF WORK

This Proposal - Work Authorization constitutes the express authority given to ISG by the above named client to do the following described work.

### Annexation of Additional Lands:

1. As the appointed Drainage Engineer, perform a desktop evaluation in combination with a field review to determine the lands contiguous to the District which receive benefit by the facility but not currently on the District's assessment schedule.
2. Prepare and file with the Board of Supervisors an annexation report which includes a table listing the parcels proposed to be annexed into the Wolf Creek Drainage District.
3. Assist legal counsel in the preparation of public notice.
4. Assist the Board of Supervisors, acting as trustees for the District, in conducting the necessary public hearing to satisfy the Iowa Drainage Code (Chapter 468.119).

### Reclassification of the Drainage District:

1. Assist the Auditors Office in appointing two commissioners to reclassify lands within the boundaries of the Wolf Creek Drainage District as specified in Iowa Drainage Code Chapter 468.38.
2. Working with the appointed commissioners we will distribute the benefits each parcel derives from the district facilities. Only parcels receiving drainage and/or flood benefits from the Wolf Creek Drainage District will be included on the new assessment schedule.
3. Any interior Drainage Districts discovered within the watershed boundary of the Wolf Creek Drainage District will not be reclassified under this work authorization. If such a District is found to exist, we will communicate the findings with the Woodbury County Engineer's Office.
4. Each quarter-quarter section or subdivide thereof will be examined, reviewed with the appointed commissioners and classified based on some following factors; benefitted acres, wetness factor, proximity to outlet, percent usage of the outlet, levee protection factor, flood factor, elevation factor and runoff factor.
5. Prepare and file with the Board of Supervisors a Commissioners' Report which will contain an assessment schedule for approval by the Board of Supervisors, acting as Trustees. This schedule is intended to provide a basis upon which to spread levies required to cover costs, present and future, incurred by the District.
6. Assist legal counsel in the preparation of public notice.
7. Assist the Board of Supervisors in conducting the necessary public hearing to satisfy the Iowa Drainage Code (Chapter 468.46)



## SCHEDULE OF FEES

Our services will be performed on a fix fee, or lump sum basis. We will keep the Board informed of our progress through contact with the Woodbury County Engineer's Office. The cost to complete annexation and reclassification of the Wolf Creek Drainage District will not exceed \$54,000 without prior approval from the Woodbury County Board of Supervisors.

Work Item	Cost - Not to Exceed Without Approval
Annexation & Reclassification: Wolf Creek Drainage District (7,681 AC)	\$54,000

## AGREEMENT

The above named client agrees to pay ISG for the above described work on the basis of compensation checked below: (Net 30 Days)

<input checked="" type="checkbox"/>	Lump Sum
<input type="checkbox"/>	Hourly (rates attached and made a part of hereof)
<input type="checkbox"/>	Other as described above

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

Client: Woodbury County Board of Supervisors

Engineer: ISG

By: *Jerry Taylor*

By: *Brian W. Blomme*

Title: Chairman

Title: Project Manager

Please sign + return one copy of this agreement to: 1725 N. Lake Ave., PO Box 458, Storm Lake, IA 50588

## TERMS AND CONDITIONS

ISG shall perform the services outlined in this Proposal/Work Authorization for the stated fee arrangement.

### Access to Site

Unless otherwise stated, ISG will have access to the site for activities necessary for the performance of the services. ISG 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

ISG shall indicate to the Client the information needed for rendering of services hereunder, and the Client shall provide to ISG such information as is available to the Client. The Client recognizes that it is impossible for ISG 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 ISG to include all construction details in plans and specifications, creating a need for interpretation in the field by ISG or an individual who is under ISG supervision. The Client also recognizes that construction review permits ISG 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 ISG to not provide construction monitoring, ISG shall not be responsible for the consequences of any of ISG'S acts, errors or omissions, except for the consequences which, it reasonably could be concluded, ISG'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 ISG'S services shall be submitted, at ISG'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, ISG 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 ISG.

### Termination of Services

This agreement may be terminated by the Client or ISG should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay ISG for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

### Ownership of Documents

All documents produced by ISG under this agreement shall remain the property of ISG and may not be used by the Client for any other endeavor without the written consent ISG.

### Applicable Laws

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