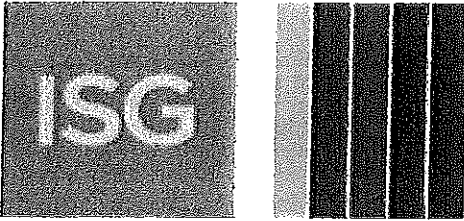


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6/12/18

PROPOSAL - WORK AUTHORIZATION FOR LIMITED PROFESSIONAL SERVICES



WILLIAM F. GILL
WOODBURY COUNTY
AUDITOR & RECORDER &
COMM. OF ELECTIONS
2018 JUN 19 PM 4 23

Project Title : Bennet-McDonald-Smithland Easements
Client: Bennet-McDonald-Smithland Drainage District Trustees
Address: 759 E. Frontage Road
City: Merville, IA. 51039

Woodbury County, IA
Date: June 4, 2018
Project: Easements for Drainage District
Location: Smithland, 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:

Easement Negotiations for the Bennet-McDonald-Smithland Drainage District

The segment of the open channel from the Woodbury-Monona County line to Broadway Street within the Smithland City Limits, are the focus of the proposed repair work.

1. ISG will contact landowners adjacent to the open channel as defined by the eleven (11) easement plats provided and negotiate on the behalf of the District the transfer of the needed easements.
2. Signatures will be obtained from the landowners, and will be recorded along with the eleven (11) plats of survey with Woodbury County.
3. Documentation of this easement aquisition will be provided to the US Army Corps of Engineers (USACE) on behalf of the Bennet-McDonald-Smithland Drainage District.

Work scheduled to begin June 2018

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 will not exceed \$5,200 without prior approval

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

Client: Bennet-McDonald-Smithland Drainage District Trustees

I+S GROUP

By: [Signature]

By: [Signature]

Title: CHAIR BOS

Title: Project Engineer

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

1725 N. Lake Ave.
Storm Lake, IA 50588
Phone 712.732.7745

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.



2018 Standard Hourly Rates

Rates effective as of January 1, 2018 and are subject to change on an annual basis.

EMPLOYEE TYPE	HOURLY RATE	EMPLOYEE TYPE	HOURLY RATE
<u>Support/Marketing/Development Professional</u>		<u>Landscape Architect</u>	
I - IV	\$58 - 149	I - IV	\$103 - 149
<u>Architect</u>		<u>Mechanical/Electrical Engineering Technician</u>	
I - IV	\$97 - 142	I - IV	\$87- 149
<u>Architectural Technician</u>		<u>Mechanical Engineer</u>	
I - IV	\$87 - 116	I - IV	\$107 - 152
<u>Civil Engineer</u>		<u>Planner</u>	
I - IV	\$108 - 149	I - IV	\$99 - 135
<u>Civil Engineering Technician</u>		<u>Project Manager</u>	
I - IV	\$85 - 111	I - IV	\$109 - 140
<u>Electrical Engineer</u>		<u>Structural Engineer</u>	
I - IV	\$107 - 149	I - IV	\$105 - 152
<u>Environmental Scientist/Engineer/Specialist/Operator</u>		<u>Senior Architect</u>	
I - IV	\$97 - 135		\$188
<u>GIS Specialist</u>		<u>Senior Engineer, All Classifications</u>	
	\$135		\$188
<u>Interior Designer</u>		<u>Equipment Expenses</u>	
I - IV	\$100 - 130	Survey Grade GPS/Robotics	\$49
<u>Land Surveyor</u>		Mapping Grade GPS	\$16
I - IV	\$100 - 149	3D Laser Scanner	\$55
<u>Land Surveying Technician</u>		Drone	\$110
I - IV	\$80 - 109	All-Terrain Vehicle	\$22
		Mileage is billed at the IRS allowable rate	
		Consultant subcontracts are billed at cost +10%	