

AGREEMENT FOR PROFESSIONAL SERVICES

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03/18/14

WOODBURY COUNTY, IOWA  
NNG PIPELINE INSPECTION

**THIS AGREEMENT**, made and entered into this 18<sup>th</sup> day of March 2014, by and between **WOODBURY COUNTY**, hereinafter referred to as the **County**, party of the first part and **VEENSTRA & KIMM, INC.** a corporation organized under the laws of the State of Iowa, hereinafter referred to as the **Engineers**,

**WITNESSETH, THAT WHEREAS**, Northern Natural Gas (NNG) is proposing to construct a pipeline through a portion of Woodbury County, and

**WHEREAS**, Chapter 479 of the Code of Iowa provides Woodbury County shall provide onsite inspection of the pipeline construction for compliance with County standards, and

**WHEREAS**, the County desires to retain the services of the Engineers to provide inspection services for the construction of the pipeline by Northern Natural Gas, with said inspection services being referred to as the NNG Pipeline Inspection, or the **Project**, and

**NOW, THEREFORE**, it is hereby agreed by and between the parties hereto that the County retains the Engineers to provide the inspection and associated professional engineering services for the Project, subject to the following terms, conditions and stipulations to wit:

1. **SCOPE OF SERVICES.** The scope of services shall consist of the inspection and associated engineering services during the construction of the NNG pipeline with said services including the following:
  - a. Onsite inspection of the pipeline construction for compliance with County standards including, but not limited to, a determination whether field tile are identified and repaired, whether top soil is segregated and placed at the top of the excavation, whether soil is backfilled and such other inspection required to assure compliance with County standards.
  - b. Management and oversight of the inspection by a professional engineer registered in the State of Iowa.
  - c. Preparation of a report to Woodbury County documenting the inspections and compliance with County standards.

2. **COMPENSATION.** The County shall compensate the Engineers for services under this agreement as follows:
  - a. The fee for services for inspection and associated professional engineering services shall be on the basis of the Engineers standard hourly fees, plus reimbursement of direct out-of-pocket expenses.
  - b. The standard hourly rates applicable for services under this agreement are set forth in Attachment 1 to this agreement.
3. **METHOD OF PAYMENT.** The Engineer shall submit monthly invoices for the actual cost for services provided. Invoices shall be due and payable upon receipt and shall be paid by the County within 30 days of the receipt of an approvable invoice.
4. **TERMINATION.** The County may terminate services under this agreement by providing the Engineers a written notice at least 2 working days before the termination date. In the event the County terminates the services under this Agreement the County shall compensate the Engineers for services completed through the effective date of the termination.
5. **ASSIGNABILITY.** The Engineers shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the County.
6. **OWNERSHIP OF DOCUMENTS.** All notes developed under this Agreement shall become the property of the County upon completion or termination of the services by the Engineers. Upon request, the Engineer shall provide the County the original copy of all notes and documents. Nothing in this provision shall prohibit the Engineers from retaining a copy of all documents generated during the course of performance of services under this Agreement.
7. **INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the County harmless from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, suit and court costs for personal injury, property damage, and/or deaths or damages arising out of the Engineers' or any of its agents' and servants' and employees' negligent acts, errors or omissions for services under this Agreement.

8. **INSURANCE.** The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. It must be disclosed on the face of the certificates the coverage is on an occurrence basis, unless otherwise noted.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	\$1,000,000
Excess Liability (Umbrella)*	\$5,000,000/5,000,000
Workers' Compensation, Statutory Benefits Coverage B	Statutory
Professional Liability*,**	\$1,000,000/2,000,000

\* Occurrence/Aggregate

\*\* Claims Made Basis

9. **STATUTES, REGULATIONS AND CODES.** The Engineers agree all services provided under this Agreement shall be subject to all applicable Federal, State and County laws, regulations and code requirements, including the provisions of Section 479.29 of the Code of Iowa.

10. **OBLIGATIONS OF COUNTY.**

- a. Provide all available information that would be mutually beneficial or prudent to the project.
- b. Designate a liaison from the County who will serve at the primary point of contact with the Engineers and shall be responsible to coordinate the Engineers services and receive documents generated by the Engineer during the course of performance of services under this agreement.

11. **COMPLETENESS OF CONTRACT.** This document contains all terms and conditions of this Agreement. Any alterations shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the date first written above.

WOODBURY COUNTY

ATTEST:

By George W. Boykin

By Pat Hill

Title: Chair, Board of Supervisors

Title: County Auditor

VEENSTRA & KIMM, INC.

ATTEST:

By Mike Veenstra  
President

By Patti Lass-Helfner

**ATTACHMENT 1**  
**HOURLY RATES BY EMPLOYEE CLASSIFICATION**  
(Effective July 2013)

Management I .....	\$146.00
Management II .....	142.00
Process Engineer .....	160.00
Engineer I-A .....	146.00
Engineer I-B .....	140.00
Engineer I-C .....	134.00
Engineer II .....	122.00
Engineer III-A .....	108.00
Engineer III-B .....	102.00
Engineer IV .....	94.00
Engineer V .....	88.00
Engineer VI .....	83.00
Engineer VII .....	76.00
Engineer VIII .....	71.00
Engineer IX .....	67.00
Engineer X .....	62.00
Engineer XI .....	57.00
Design Technician .....	83.00
Planner I .....	94.00
Planner II .....	75.00
Planner III .....	69.00
Drafter I .....	81.00
Drafter II .....	73.00
Drafter III .....	66.00
Drafter IV .....	61.00
Drafter V .....	52.00
Drafter VI .....	48.00
Drafter VII .....	41.00
Clerical I .....	74.00
Clerical II .....	54.00
Clerical III .....	39.00
Clerical IV .....	31.00
Construction Manager .....	140.00
Specialist I .....	85.00
Surveyor I .....	82.00
Surveyor II .....	74.00
Technician I .....	72.00
Technician II .....	66.00
Technician III .....	63.00
Technician IV .....	58.00
Technician V .....	52.00
Technician VI .....	49.00
Technician VII .....	42.00
Technician VIII .....	37.00
Technician IX .....	30.00
Robotics .....	30.00/Hour
GPS .....	30.00/Hour
Leica Total Station .....	20.00/Hour
Total Station Robotics .....	15.00/Hour
Tablet .....	45.00/Hour
Fluoroscope .....	50.00/Hour
4-Wheeler .....	45.00/Day
Mileage .....	56.5¢/Mile