



Professional Services Agreement

Project:	Green Infrastructure Flood Mitigation Project Scoping		
Property:	The City of Dyersville, Bear Creek, Hewett Creek, and the North Fork Maquoketa River and associated floodplains.	Date:	4/13/2023

Client:	City of Dyersville
Contact:	Mick Michel, City Administrator
Address:	340 1st Avenue East
City/State/Zip:	Dyersville, IA 52040
Phone:	569-875-7724
Email:	mmichel@cityofdyersville.com

AGREEMENT made this April 13, 2023, by and between the service provider, Impact7G, Inc. ("Impact7G") and Client Name. ("Client").

WHEREAS, the Client intends to engage the services of Impact7G to: provide environmental and engineering services.

WHEREAS, Impact7G agrees to provide said services pursuant to the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. Project

Impact7G agrees to provide professional services for the Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) program to complete a Project Scoping Study.

2. Scope of Services

Impact7G shall provide engineering (including preliminary field assessment, planning and design), benefit cost analysis, environmental review, community outreach and a preliminary estimate of water quality benefits for the Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) program to complete a Project Scoping Study. The study shall identify and evaluate the feasibility of green infrastructure measures that would result in a reduction of flood risk with the goal of positioning the City to apply for additional funding for final design and construction. The study shall evaluate Bear Creek, Hewett Creek, and the North Fork Maquoketa River of general flood risks and develop a long-term strategy on how to mitigate flooding and manage development. The scope of work includes:

1. Engineering Assessment Report

Conceptual hydraulic study of the City of Dyersville for the purpose of identifying best management practices to mitigate future flooding in the City.

- A. Develop a HEC-RAS model of Bear Creek, Hewett Creek, and the North Fork Maquoketa River and associated floodplains. The following steps shall be used to create the model:
 - a. The effective FEMA model shall be acquired from the FEMA project library and reviewed to determine if the data is appropriate for the level of modeling required for this study. If the FEMA model is relevant to this study, it shall serve as the base model to calibrate existing conditions.
 - b. An Existing Conditions model shall be developed based on the effective FEMA model, topographic survey, and other available data. This model shall be calibrated based off of the effective FEMA model and used as the base model for comparing proposed scenarios.
 - c. A Proposed Conditions model shall be developed to assess multiple scenarios for addressing flooding within the City. This may include, but is not limited to, floodplain excavation, stream restoration, bridge replacement, establishment of oxbow basins, and other practices. All scenarios shall be reviewed to determine if potential projects shall meet the criteria for a No Rise certification as shall be required when developing in the floodway.
 - d. The hydraulic model shall include sediment modeling for existing and proposed conditions. This shall include an assessment of existing issues with sediment transport in the study area and discussion of possible remediation steps.
- B. Surveying: Provide topographic survey at bridge crossings in town and establish base elevations for properties and critical infrastructure. Survey scope may also include topographic or strategic locations.
- C. Conduct a preliminary field assessment including a
 - a. Stream Assessment using the Iowa River Restoration Toolbox of selected reaches of Hewitt Creek, Bear Creek and North Fork of the Maquoketa River.
 - b. A soil analysis at selected locations. This shall include detailed soil descriptions using standard Natural Resources Conservation Service (NRCS) terminology. Particular attention was given to soil texture and structure (class/grade) as these correlates to permeability and bank stability while soil color indicates the presence or absences of a high-water table.
- D. Develop a conceptual plan showing locations of green infrastructure which shall reduce peak velocities and stream bank erosion, reduce peak flood stages, protect bridge abutments, bridges road crossings and other critical infrastructure, protect valuable land and property, increase or improve water supply and capacity, restore ecological habitats for plants, aquatic species like fish and other wildlife and restore or improve water quality.
- E. Utilizing FEMA toolbox to conduct a Benefit Cost Analysis (BCA) for implementing the proposed green infrastructure practices.

2. Environmental Review Conduct

- A. An assessment to determine environmental and historic preservation requirements. This includes a wetlands assessment, a mapping of existing habitat for potential threatened and endangered species,
 - B. Phase 1A Archeological Survey
3. Public Outreach – Hold two (2) input sessions – public meetings which include survey, website, prepare boards and presentation to the public community. Public outreach shall include input from landowners, businesses, schools, city officials, and other members of the community. Results shall be included in the Project Scoping Study.
4. Preliminary Estimate of Water Quality Benefit – To quantify the reduction of nitrates following a design plan of restoring wetlands to the watershed(s), the Agricultural Conservation Planning Framework Financial and Nutrient Reduction tool will be used (ACPF FiNRT). The FiNRT tool incorporates a SSURGO soils layer, flow paths from a hydrologically conditioned DEM (Digital Elevation Model), field-level land use and fertilizer application rates, and the frequently updated data of average nutrient reduction rates for specific green infrastructure. A review of current Iowa-specific literature on the nutrient reduction potential of other green infrastructure practices implemented in this project will also be completed.

Deliverables: Project Scoping Study including:

- 1. Engineering Assessment Report (including BCA)
 - 2. Environmental Review
 - 3. Community Outreach Website and Summary
 - 4. Preliminary Estimate of Water Quality Benefit Map and Summary
3. Impact7G Responsibilities Impact7G hereby agrees to:
- (i) Provide the professional services as set forth in this Agreement; and
 - (ii) Perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.
4. Client Responsibilities Client hereby agrees to:
- (i) Provide a knowledgeable representative of the Property, who will be available to coordinate all on-site work;
 - (ii) Provide unrestricted access to the Property for Impact7G to perform the services; and
 - (iii) Provide copies of any previously completed reports that may be pertinent to this Project.

5. Schedule

The Project will commence immediately upon receipt of the executed Professional Services Agreement (PSA) from the Client. A tentative schedule is as follows:

Task	Due Date
Notice to Proceed	May 1, 2023
Kick Off Meeting	Week of May 15 th , 2023
Launch Website	June 15, 2023
Environmental Review	July 1, 2023
Surveying	July 1, 2023
Public Input Meeting #1	June 2023
Preliminary Field Assessment	August 1, 2023
Conceptual Plan	September 1, 2023
Public Input Meeting #2	September 1, 2023
HEC-RAS Model	October 1, 2023
Water Quality Benefit Model	October 1, 2023
Benefit Cost Analysis	November 1, 2023
Public Input Meeting #2	November 2023
Grant Application (BRIC)	December 20, 2023
Final Engineering Assessment Report	December 31, 2023

6. Project Cost, Payment and Termination

The Client shall pay Impact7G the LUMP SUM cost of Two Hundred, Fifty Thousand and Zero Dollars (\$250,000) for the performance of this Agreement. Direct costs such as communications, postage, routine printing and copying are not invoiced separately, but are included with the Lump Sum to streamline the accounting process and reduce overhead costs. Additional services, agreed upon in writing prior to notice to proceed, will be invoiced based on actual time and materials.

Invoices for Impact7G's services will be submitted monthly. Invoices for Lump Sum services will be based on percent work completed to date. Invoices for Time and materials will be invoices based on actual time and materials completed during that monthly billing cycle. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, Impact7G may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services.

7. Work Product All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by Impact7G as instruments of service shall remain the property of Impact7G.

All project documents including, but not limited to, plans and specifications furnished by Impact7G under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by Impact7G, shall be at the Client's sole risk, and Client shall defend, indemnify and hold harmless Impact7G from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by Impact7G, and Impact7G makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Impact7G be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, Impact7G reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. Client shall retain copies of the work performed by Impact7G in electronic form only for information and use by Client for the specific purpose for which Impact7G was engaged. Said material shall not be used by Client or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by Impact7G without Impact7G's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at Client's sole risk. Furthermore, the Client agrees to defend, indemnify, and hold Impact7G harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

8. Project Site The Client agrees that it shall be solely responsible for job site safety and warrants that this intent shall be made evident in the Client's agreements with any third parties. The Client also agrees that Impact7G and Impact7G's consultants shall be indemnified and shall be made additional insureds on the Client's general liability policies on a primary and non-contributory basis.

9. Claims and Disputes Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Impact7G. Impact7G's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Impact7G because of this Agreement or the performance or nonperformance of services hereunder. The Client and Impact7G agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against Impact7G unless the Client has first provided Impact7G with a written certification executed by an independent professional currently practicing in the same discipline as Impact7G and licensed in the State in which the claim arises.

10. Limited Liability The Client agrees, to the fullest extent permitted by law, to limit the liability of Impact7G and Impact7G's officers, directors, partners, employees, shareholders, owners and subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Impact7G and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed \$50,000. 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.

11. Mediation In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Client and Impact7G agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and Impact7G further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

12. Attorney's Fees If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney

fees, to the prevailing party. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

13. Controlling Law This Agreement shall be construed and enforced in accordance with the laws of the state of Iowa.

14. Assignment Neither the Agreement nor any of the rights or obligations arising under the Agreement may be assigned without prior written consent.

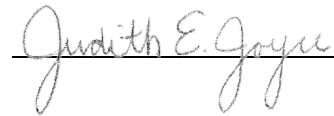
This agreement is approved and accepted by the Client and Impact7G upon both parties signing and dating the agreement. The effective date of the agreement shall be the last date entered below.

City of Dyersville

Impact7G, Inc.

Accepted by: _____

Project
Manager:

_____

Printed/
Typed Name: _____

Printed/
Typed Name: Judith E. Joyce, Principal

Title: _____

Date: 4/13/2023

Date: _____