

PROFESSIONAL SERVICES AGREEMENT (PSA)



Project:	Dyersville SW Stormwater Improvements
Property:	SW Dyersville, adjacent to 12 th Ave SW, west of 11 th St SW, and SE of Tegeler Pond
Client:	City of Dyersville
Contact:	Mick Michel, City Administrator
Address:	340 1 st Avenue E
City/State/Zip:	Dyersville, IA 52040
Phone:	563-875-7724
Email:	mmichel@cityofdyersville.com

AGREEMENT made this June 15th, 2026, by and between the service provider, Eocene Environmental Group Inc. (Eocene) and the City of Dyersville (Client).

WHEREAS the client intends to engage the services of Eocene to: conduct environmental assessments of the project site, complete final design and permitting of the designated stormwater improvements, and assist with the bid letting process.

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

NOW THEREFORE, the parties agree as follows:

1. Project

Eocene will provide surveying, engineering, design, and environmental services for the development of a series of four stormwater improvements in southwest Dyersville. The four proposed practices are:

1. Enhanced Drainage Basin
2. Drainageway Improvements and Connection to Tegeler Pond
3. Drainageway Abandonment
4. Tegeler Pond Outfall & Vegetated Swale

The goals of these stormwater improvements are to manage water quantity, add water quality benefits, add ecological benefits, increase accessibility and aesthetic appeal, and prepare for future development of the area. Additionally, the practices will provide a buffer between current residential development and future industrial development. The deliverable for this project will be a set of construction plans and specifications to be used for construction of the stormwater improvements, as well as all applicable design and permitting documentation.

2. Scope of Services

The scope of services includes project management, survey and data processing, environmental assessment and permitting assistance, public engagement, engineering design, grant assistance, and bid letting assistance as detailed below.

Task 1 – Project Management

Eocene will provide overall project management for successful project delivery within the established budget, schedule, and regulatory framework. Services will include development and maintenance of the project schedule, coordination of internal and external project team activities, and facilitation of regular progress meetings. Project management services will also include preparation of required documentation, tracking of deliverables, and oversight of quality assurance/quality control (QA/QC) procedures across all project components.

Eocene will manage administrative support tasks, in-person and virtual coordination meetings, and incidental project expenses to maintain continuity, communication, and compliance throughout the project lifecycle. To support project communication and understanding, this task includes in-person attendance at up to two (2) council meetings; and coordination and attendance of up to six (6) virtual Client meetings. Eocene will provide ongoing coordination with the City, regulatory agencies, and funding partners, and other stakeholders, ensuring alignment with City requirements and grant obligations.

All services will be performed in accordance with applicable federal, state, and local requirements and are structured to deliver a fully coordinated, regulatory-compliant design within the established lump sum budget and project schedule.

Task 2 – Survey and Data Processing

Eocene will complete detailed desktop review and onsite survey to collect site-specific data for use in design. Survey will include topographic survey using GNSS-enabled equipment, One Call data information requests and utility locates, control point establishment, and data processing. Eocene will also compile and assess available watershed, soil, and site data. This information will be used to establish base mapping, develop CAD drawings, and define key design inputs supporting design development.

Task 3 – Environmental Assessment and Permitting

Eocene will provide comprehensive permitting and regulatory coordination services to support environmental compliance for the project. Eocene will prepare, coordinate, and manage all required environmental permits for the stormwater improvement project. This includes, as applicable, U.S. Army Corps of Engineers (USACE) Nationwide Permit authorization and supporting documentation under Sections 401 and 404 of the Clean Water Act, as well as coordination and permitting with the Iowa Department of Natural Resources (IDNR) for floodplain development. Eocene will oversee agency coordination to ensure timely and compliant permit approvals.

Assessment work to support environmental permitting includes, but is not limited to:

- Wetland delineations and impact assessments
- Threatened and Endangered Species review, including informal Section 7 coordination with the U.S. Fish and Wildlife Service
- Biological resource evaluations and impact analysis
- Section 106 compliance for cultural, archaeological, and historic resources, including coordination with the State Historic Preservation Office
- FEMA no-rise review and modeling

Upon award of the construction contract and ahead of construction commencing, Eocene will prepare a final Stormwater Pollution Prevention Plan (SWPPP) in accordance with NPDES General Permit No. 2 requirements, including erosion and sediment control design, inspection forms, and documentation. Eocene will prepare and submit the Notice of Intent (NOI) prior to construction and coordinate with the Contractor on their anticipated start date.

This scope and fee of the environmental assessments are based on project design, activity, and footprint that has been characterized via written or email communications by the Client or Client's representative. Any change in project design, activity, or footprint that will have bearing on the proposed services in this PSA will be communicated to Eocene in a timely manner and may result in need for altered or additional services beyond the scope of this PSA; additional costs may apply. If a National Environmental Policy Act (NEPA) Categorical Exclusion or Environmental Assessment (EA) is required and requested by the Client, a supplemental scope, fee, and schedule will be prepared and presented to the Client.

Cultural Resources Assessment:

Eocene uses standard methods to conduct cultural resource investigations that meet or exceed the Association of Iowa Archaeologists *Guidelines for Archaeological Investigations in Iowa* (2023), which are designed to ensure identification of historic properties for federal undertakings as outlined in Section 106 of the National Historic Preservation Act (NHPA). To meet the standards, Records Research and Intensive Archaeological Field Survey (Phase I) will be conducted.

Eocene will complete a Phase I Archaeological Survey for the proposed project area. It is understood that the project area is approximately 14.1 acres in area, approximately 9.6 of which have previously been surveyed adequate to modern standards. The strategy for completing these projects is to rely on a mixture of background research, geologic investigations, and archaeological field investigations to identify cultural resources within the project area.

Eocene archaeologist(s) will conduct background research to determine if any prior inventory work has been conducted overlapping with the current project area and if any previously identified cultural resources are present within the project area. This will be accomplished by utilizing the I-Sites Pro database of cultural resource sites and surveys available through the Office of the State Archaeologist. Additionally, historic aerial maps, historical plat maps, and other historical documentation will be utilized to identify historical cultural resources that may be located within the proposed project area.

The Phase I survey will be conducted to identify new cultural resources within the proposed project area and to revisit previously recorded resources. Documentation of the inventory and identified resources will follow all agency, SHPO reporting, and submission guidelines and manuals. If cultural resources are encountered during the field inventory, they will be recorded to SHPO standards using a GNSS receiver with sub-meter accuracy, paired with the ESRI Field Maps mobile application. Geomorphological investigation of the project area will be conducted via hand sampling methods. Archaeological field investigations will include pedestrian survey and systematic subsurface testing of areas with high archaeological potential or <25% ground surface visibility. Based on the known project, it is assumed no more than four (4) soil probes/profile descriptions will be needed for the geomorphological investigation. For the Phase I survey, the following assumptions are made:

- No more than 54 auger tests to a depth of no more than 50 cm, and no more than 20 auger tests to a depth of up to 2 meters, will be required
- No more than two new or previously recorded cultural resources are assumed to be encountered during the survey, and these resources are assumed to be not eligible for the NRHP.
- No cultural materials will be collected

Fieldwork will be conducted subject to standard seasonal limitations, including suitable soil conditions for subsurface testing and accessibility of the project area. This scope assumes full site access and is based on the currently defined project footprint; changes to design or limits of disturbance may necessitate modification of the archaeological scope.

The results of the records research and Phase I archaeological survey fieldwork will be presented in a report that details background research, survey field methods, results of the fieldwork, and a summary with management recommendations. If new sites are identified or previously recorded sites are relocated during the field inventory, archaeological site forms will be completed following agency and SHPO guidelines. The sites will also receive a preliminary evaluation recommendation as to their eligibility for inclusion on the National Register of Historic Places (NRHP). If significant cultural resources are identified, Eocene will promptly notify the City and coordinate next steps; however, advanced evaluation (Phase II testing), data recovery, or curation services are not included in this scope and will require additional authorization.

The deliverables for the cultural resources assessment will include:

- One (1) draft and one (1) final cultural resources inventory report
- Draft and final archaeological site forms, up to 2 archaeological site forms (new or updated).

Natural Resources Assessment:

Eocene will complete comprehensive natural resource investigations to identify jurisdictional features, ecological constraints, and regulatory considerations within the approximately 14-acre project area. This work will support project design, permitting, and environmental compliance under applicable state and federal regulations.

A full aquatic resources delineation will be conducted during the growing season in accordance with the U.S. Army Corps of Engineers Wetland Delineation Manual and applicable regional supplements. Field investigations will document the presence or absence of wetlands and other waters of the United States and/or State, including streams, tributaries, and other conveyances. Delineation efforts will include identification and characterization of hydric soils, hydrophytic vegetation, and wetland hydrology indicators using standard onsite determination methods.

Wetland boundaries will be located using sub-meter accuracy GPS equipment and incorporated into a GIS-based mapping system. The investigation will also include rapid stream assessment, as appropriate, to document stream classification, functional condition, and indicators of jurisdiction such as the Ordinary High Water Mark. All identified resources will be mapped and documented in digital formats, including shapefiles and georeferenced CAD data, to support integration with engineering design and permitting documentation.

A formal wetland delineation report will be prepared, including a description of field methods, findings, and mapped resource boundaries relative to the proposed project. The report will include delineation data sheets, figures, and supporting documentation formatted for use in regulatory coordination and permitting under Section 404 of the Clean Water Act and related state requirements.

In parallel with aquatic resource investigations, Eocene will complete a preliminary review for threatened and endangered (T&E) species in compliance with the Endangered Species Act. This effort will include desktop research, including generation of an official IPaC species list and coordination with the Iowa Department of Natural Resources for environmental review, followed by a field-based habitat assessment to evaluate the potential presence of listed species or suitable habitat within the project area.

Findings will be documented in a technical memorandum that includes a description of site conditions, identified habitats, and a listing and evaluation of federal and state-listed species with potential to occur in the project vicinity. Eocene will prepare a Determination of Effect (DOE) for federally protected species and provide recommendations for impact avoidance, minimization measures, or additional survey needs if warranted.

If sensitive species or habitats are identified, Eocene will coordinate with the City to evaluate project implications and provide guidance on next steps; however, advanced coordination such as Biological Assessments, incidental take permitting, or mitigation design is not included in this scope and may require additional authorization.

Fieldwork will be conducted subject to seasonal and site access conditions, including growing season requirements for vegetation identification, suitable soil conditions for probing, and accessibility of the site. This scope assumes the project area is accessible and that site conditions are appropriate for data collection; deviations from these assumptions may require adjustments to scope, schedule, or level of effort.

Task 4 – Public Engagement

This task includes creating visuals and informational material ahead of public engagement events, facilitating up to two (2) individual/small group stakeholder meetings, and hosting one (1) informational public open house.

The stakeholder meetings will occur during the design process, and they will be between the design team and the surrounding landowners. The intention of these meetings is to keep these stakeholders informed of the general design and invested in the project. It is assumed these meetings will take place onsite or at City Hall.

Eocene will also support public engagement for the project through coordination, preparation, and facilitation of one (1) informational public open house intended to present design information to the general community, keep

surrounding property owners and interested stakeholders informed, and gather final public feedback on the proposed improvements. Services will include coordination with the City and project team to confirm the event purpose, schedule, venue, materials, and event logistics; preparation of presentation materials, including display boards and supporting visual content to communicate the project background, purpose, and conceptual design elements to the public; and attendance at and facilitation of the open house, including setup support, presentation of project information, coordination with the project team in responding to questions, collection of public comments, and documentation of key feedback received during the event. It is assumed the City will provide a venue, such as City Hall or the public library, at no cost, and that standard presentation equipment available to the project team will be used for the event.

Following the open house, Eocene will compile and summarize public input for use by the project team in final consideration of the conceptual design. This summary will document the general themes and comments received through the engagement effort and identify feedback to be considered, as appropriate, in final project development.

Public engagement services do not include attendance at additional public meetings, hearings, or engagement events beyond the meetings described in this contract; development of a project website, online survey, or social media campaign; direct mailings, postage, or mailed notices; or formal tracking to meet funding requirements. Substantial revisions to the project design based on public comment are also not part of this contract. These services can be added by contract amendment if deemed necessary.

Task 5 – Engineering Design

Eocene will complete detailed engineering design for the proposed stormwater improvements. A concept design has been submitted to the City, and the engineering design will build upon this concept to develop a construction-ready project. The engineering design will incorporate review comments, refined modeling results and calculations, and increased levels of detail, with continued coordination as the design progresses. The design will utilize hydrologic and hydraulic modeling and site-specific data, and it will incorporate detailed grading design for compliance with necessary storage volumes, flow targets, and performance criteria. The design will also consider drainage area characteristics, flow paths, soil conditions, constructability, long-term maintenance, and regulatory requirements throughout the process.

Eocene will prepare a comprehensive set of design deliverables to support bidding and construction. These deliverables will include:

- Detailed construction plans
- Technical specifications
- Tabulations of quantities
- Engineer's opinion of probable construction cost

Task 6 – Grant Assistance

This task includes researching applicable funding opportunities as well as identifying pertinent project information to be used in up to two (2) grant funding applications to support design and/or construction costs for this project. Full grant application is not included in this task; these services will be added for an additional fee upon client request.

Task 7 – Bid Letting Assistance

Eocene will support the City through the public bid process, including coordinating and conducting one (1) Pre-Bid Meeting, responding to bidder questions, reviewing bids after the bid opening, and providing an Engineer's Letter of Recommendation. If a second bid letting is required, supplemental scope, fee, and schedule will be proposed for additional services. Eocene's work under this task will continue through the Pre-Construction Meeting with the contractor and City.

3. Eocene Responsibilities

Eocene 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; and
- II. Provide unrestricted access to the Property for Eocene 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. The design project will have a 6-month duration with a target bid opening in early 2027. Project sequencing will begin with data collection and environmental assessment, proceed through detailed design and permitting, then end with the bid letting and preconstruction meeting. The project schedule assumes timely reviews, responses, and approvals by the Client and applicable agencies, and does not account for delays resulting from agency review durations, Client-directed changes, seasonal restrictions, unforeseen site conditions, or other circumstances beyond the Consultant's control. Should such delays occur, the project schedule shall be revised and the Consultant's time for performance equitably extended as necessary.

6. Project Cost, Payment, and Termination

The Client shall pay Eocene the Lump Sum Cost as specified below 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.

Tasks	Cost
Project Management	\$ 17,500
Survey and Data Processing	\$ 8,500
Environmental Assessment and Permitting	\$ 51,500
Public Engagement	\$ 17,000
Engineering Design	\$ 58,500
Grant Assistance	\$ 2,000
Bid Letting Assistance	\$ 10,000
Total	\$ 165,000

Invoices for Eocene's services will be submitted every 30 days or upon project completion if project completion is less than 30 days. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, Eocene 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 field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by Eocene as instruments of service and/or used in the preparation of the final project deliverables shall remain the property of Eocene.

All project documents including, but not limited to, plans and specifications furnished by Eocene under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by Eocene, shall be at the Client's sole risk, and Client shall defend, indemnify and hold harmless Eocene 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 Eocene, and Eocene makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Eocene 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, Eocene 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 Eocene in electronic form only for information and use by Client for the specific purpose for which Eocene 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 Eocene without Eocene'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 Eocene 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 to use good faith efforts to maintain a safe Project site for Eocene staff and, as applicable, subcontractors and assigns. Such good faith efforts shall include, but not exhaustive, ensuring that Project site is free and clear of any imminent hazards that pose a direct and immediate danger to any such individual potentially affected.

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 Eocene. Eocene'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 Eocene because of this Agreement or the performance or nonperformance of services hereunder. The Client and Eocene 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 Eocene unless the Client has first provided Eocene with a written certification executed by an independent professional currently practicing in the same discipline as Eocene 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 Eocene and Eocene'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 Eocene 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 Eocene 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 Eocene 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 Eocene upon both parties signing and dating the agreement. The effective date of the agreement shall be the last date entered below.

CITY OF DYERSVILLE

Accepted by:

Printed/Typed Name:

Title:

Date:

EOCENE ENVIRONMENTAL GROUP INC.

Accepted by:

Printed/Typed Name:

Title:

Date: