

Project:	SW Stormwater Improvement Project Concept Planning and Design – Dyersville, Iowa
Property:	SW Dyersville adjacent to 12 th Ave SW, West of 11 th Street SW and Tegeler Pond (See Exhibit A)
Client:	City of Dyersville
Contact:	Mick Michel, City Administrator
Address:	340 1 st Avenue E
City/State/Zip:	Dyersville, Iowa 52040
Phone:	563.875.7724
Email:	mmichel@cityofdyersville.com

AGREEMENT made this January 30th, 2025, by and between the service provider, Eocene Environmental Group Inc. (Eocene) and City of Dyersville (Client).

WHEREAS the client intends to engage the services of Eocene to: SW Stormwater Improvements: Concept Planning and Design .

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

NOW THEREFORE, the parties agree as follows:

1. Project

The SW Stormwater Improvements Conceptual Planning and Design phase includes stakeholder coordination, field survey, conceptual design and the engineers cost estimate for a series of stormwater improvements to be included in the Capital Improvement Plan (CIP) for the City of Dyersville

2. Scope of Services

This Scope of Services includes a conceptual design, and engineers cost estimate for the proposed stormwater improvements as shown in Exhibit A.

Task 1 – Project Management

- Organize and lead a kick-off (virtual) meeting to refine project goals, features, and schedule.
- Work with the Owner to determine the general features of the project and to define the project.
- concept.
- Assist the Owner with stakeholder coordination. This includes the options to meet stakeholders onsite concurrently with the field survey (Item 2b below), or a virtual meeting (up to 2)
- Perform general administrative duties including coordination with subconsultants (if applicable) and stakeholders, scheduling, meeting management, record keeping, and file management.

Task 2 – Field Data Collection

- Obtain utility information from Iowa One Call.
- Complete field surveys upon which to base design including spot elevations, culvert locations, manhole/intake inspections, cross-sections, ditch profile, soil and vegetation data, utilities and other.
- Assess erosional issues.
- Identify water of the U.S. (wetlands/streams) which may require permitting. Excludes a full delineation which may need to be completed in future phase.
- Photo document existing conditions

Task 3 – Concept Development

- f. Remote analysis to gather soil, drainage area, and storm event data for use in design.
- g. Create an electronic drawing illustrating elevations, site features, and existing utilities resulting from the topographic surveys performed.
- h. Calculate design inputs (flow path, time of concentration, curve number, etc.).
- i. Run a Storm and Sanitary Analysis (SSA) model for each practice.
- j. Prepare a preliminary Engineers Cost Estimate for each practice which shall include cost for design, plans and specs, permitting, construction and establishment.
- k. Complete conceptual 30% design and submit for Owner review and comment.
- l. Present to City Council – Concept Plan and Cost

Deliverables:

- a. For each practice:
 - Conceptual design with description
 - Preliminary Engineers Cost Estimate
- b. Presentation to the City Council

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.

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.

3. Schedule

The Project will commence immediately upon receipt of the executed Professional Services Agreement (PSA) from the Client. Upon receiving in writing the notice to proceed, the final deliverables within completed in 60 days.

4. Project Cost, Payment and Termination

The Client shall pay Eocene the Lump Sum Cost of Thirty-Seven Thousand, Five Hundred Dollars (\$37,500.00) 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.

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. Time and material costs will be adjusted annually in accordance with rate increases paid to personnel, inflation, and market conditions.

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.

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.

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.

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.

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.

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.

Controlling Law

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

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:

Judith E. Joyce
Judith E. Joyce

Director

January 30, 2025

Exhibit A: Project Area Map

