

RESOLUTION NO. 045 (2025/2026)**A RESOLUTION APPROVING PROFESSIONAL SERVICE AGREEMENT WITH
HAWKEYE ENVIRONMENTAL, LLC, FOR WASTEWATER TREATMENT PLANT
HAZARDOUS MATERIALS TESTING**

WHEREAS, the City of Nevada, Iowa desires to conduct asbestos survey and sampling, hazardous material inspection and paint sampling of former Wastewater Treatment Plant (WWTP) site prior to demolition of the facility; and

WHEREAS, Hawkeye Environmental, LLC has submitted the attached Professional Service Agreement to provide asbestos and lead testing services as outlined in Exhibit "A"; and

WHEREAS, the City of Nevada desires to enter into the attached Professional Service Agreement for asbestos and lead testing services prior to the decommission of the former wastewater treatment facility, located at 457 S 6th Street, Nevada, IA; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Professional Service Agreement for asbestos and lead testing services prior to the decommission of the wastewater treatment facility. The Mayor is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 9th day of February, 2026.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 045 (2025/2026) be adopted.

AYES: __
NAYS: __
ABSENT: __

The Mayor declared Resolution No. 045 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 045 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 9th day of February, 2026.

Erin Mousel, City Clerk

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PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made this 6th day of February 2026, by and between **HAWKEYE ENVIRONMENTAL, LLC**, a Iowa Corporation with its principal place of business located at 814 Wood Lily Road, Solon, Iowa, 522333 (hereinafter "Hawkeye Environmental") and City of Nevada, 1209 6th Street, Nevada, IA 50201 (hereinafter "Client").

1. **Services.** Hawkeye Environmental agrees to provide asbestos and lead testing services as described in the Proposal provided December 9, 2025, a copy of which is attached hereto and incorporated herein by reference and such additional Proposals as may be subsequently attached to this Agreement. The performance of the contract by both parties shall be subject to the terms set forth in this Agreement. Client understands and agrees Hawkeye Environmental cannot and does not guarantee a particular outcome of the services rendered hereunder but will provide all services in a professional manner as set forth herein. Hawkeye Environmental reserves the right to assign this contract to a division of the corporation for performance of its obligations hereunder.
2. **Waste Materials.** Not Applicable
3. **Compensation.** Hawkeye Environmental shall be paid for work performed under this Agreement as follows:
 - a. Services shall be provided on a lump sum basis as set forth in the proposal(s). Rates shall be subject to adjustment upon thirty days written notice to Client from Hawkeye Environmental unless written objection is delivered by client to Hawkeye Environmental prior to the effective date of the adjustment. If Client objects and parties do not agree on rates, either party shall be allowed to cancel the agreement with Client's liability limited thereafter to Hawkeye Environmental's cost of terminating operations and costs incurred on Client's behalf prior to cancellation. Hawkeye Environmental further reserves the right to pass on to Client any increases in material's costs incurred during the term of this agreement.
 - b. Subpoenas, Client shall pay after notification by Hawkeye Environmental all time charges and expenses resulting from Hawkeye Environmental's required response to subpoenas issued by any person or entity in connection with Hawkeye Environmental's provisions of services under this Agreement, excluding those related to acts of negligence by Hawkeye Environmental, charges based upon Hawkeye Environmental's Standard Base Rate Schedule in effect at the time the subpoena is served.
 - b. Client agrees to make payment at the office of Hawkeye Environmental within thirty (30) days after the date of Hawkeye Environmental's invoice. In the event Hawkeye Environmental has not received payment within thirty (30) days after the date of invoice, Client agrees to pay interest on unpaid balance at the rate of 1.5% per month commencing upon the expiration of such thirty (30) day period, until paid.
 - c. Client agrees to pay all costs incurred by Hawkeye Environmental in successfully enforcing the terms of this agreement, including, but not limited to, reasonable, actual attorney's fees.
 - d. **Retention of Work Product.** Hawkeye Environmental may suspend or terminate services and/or retain data, correspondence, findings, summaries, reports and any other portion of the items otherwise deliverable to the Client hereunder if Client has outstanding payments due to Hawkeye Environmental or its subcontractors, or Client is in breach of its obligations under this Agreement. Hawkeye Environmental will not be liable for any fines or other penalties incurred by Client imposed on Client as a result of Hawkeye Environmental exercising its rights under this section. Hawkeye Environmental provides limited copies of its work product as part of the proposal project, and may not maintain project files indefinitely. Please retain your copies for future reference to avoid additional cost. Additional extra-cost copies may be able to be provided at our regular labor and materials rate.
4. **Insurance and Limits on Hawkeye Environmental Liability.** Hawkeye Environmental represents that it maintains general liability and property damage coverage considered adequate and comparable with coverage maintained by other similar firms. Hawkeye Environmental shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions. In no event shall Hawkeye Environmental or any other party to this agreement including parties which may claim to have a direct or indirect reliance on Hawkeye Environmental's services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause unless caused by or resulting from Hawkeye Environmental's extreme or outrageous negligent conduct or willful misconduct.
5. **Client Indemnity.** Client hereby agrees to indemnify and hold Hawkeye Environmental harmless from any and all loss, damages, suits, penalties, costs, liabilities, and expenses (including, but not limited to, reasonable attorney's fees) arising out of any claim for loss of or damage to property, including Hawkeye Environmental's property, and injuries to or death of persons, including Hawkeye Environmental's employees or agents, caused by or resulting from Client's negligence, willful misconduct or other breach of this Agreement.
6. **Hawkeye Environmental (Contractor) Indemnity.** Hawkeye Environmental hereby agrees to indemnify and hold the City Of Nevada (Client) harmless from any and all loss, damages, suits, penalties, costs, liabilities, and expenses (including, but not limited to, reasonable attorney's fees) arising out of any claim for loss of or damage to property, including Client's property, and injuries to or death of persons, including Client's employees or agents, caused by or resulting from Contractor's negligence, willful misconduct or other breach of this Agreement.
7. **Unanticipated Hazardous Materials.** The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of Hawkeye Environmental site personnel and/or the public. Hawkeye Environmental may at its option and on the basis of its judgment and opinion, exercise such precautions to complete the project, or terminate further work on the project. In either case, Client will be notified as soon as practically possible, and the Client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken. Provided Client has consented to approve of such measures taken where time permits.
8. **Site Access and Damage.** Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of Client to advise Hawkeye Environmental of any known or suspected hazardous materials and any known environmental or other conditions which exist on or near any premises upon which work is to be performed by Hawkeye Environmental employees or subcontractors or which in any other way may be pertinent to Hawkeye Environmental's proposed services. Client will provide for the right-of-access to the work site. In the event the work site is not owned by Client, Client represents to Hawkeye Environmental that all necessary permissions for Hawkeye Environmental to enter the work site and conduct the work have been obtained. While Hawkeye Environmental shall exercise reasonable care to minimize damage to the property, Client understands that some damage may occur during the normal course of work, that Hawkeye Environmental has not included in its fee the cost of restoration of damage, and that Client will pay for such restoration of damage, except in those cases where it is demonstrated that Hawkeye Environmental has failed to exercise reasonable care to minimize damage.
9. **Compliance with Law and Allocation of Liability.** In the performance of all services to be provided under this Agreement, Hawkeye Environmental and Client agree to take reasonable actions to comply with applicable federal, state, and local laws and ordinances, and lawful orders, rules and regulations of any constituted authority. In the event the worksite is not owned by Client, Client agrees to:
 - a. Require the owner and occupant of the worksite to disclose any information pertinent to the site which would impact on the services to be performed by Hawkeye Environmental, the health and safety of Hawkeye Environmental employees and agents and the public; and any improvements, facilities or conditions located underground or within structures on the premises that might be adversely affected by the actions of Hawkeye Environmental in rendering its services hereunder.
 - b. Deliver any information described in subparagraph a. to Hawkeye Environmental as promptly as possible.

- c. Assume any liability to Hawkeye Environmental from which Client has contracted to release the owner and/or occupant of the worksite as a condition of any offer to purchase, site access agreement or other contract, unless specifically waived herein by Hawkeye Environmental.
- d. Deliver written permissions prior to the commencement of work by Hawkeye Environmental from any owner and/or occupant of the subject worksite for Hawkeye Environmental to enter the worksite and conduct the work required by this contract. In the event Client fails to deliver such permission, Client agrees to indemnify and hold Hawkeye Environmental harmless with respect to claims of any such parties from whom such written permission has not been obtained by Client.
- e. Client has advised the owner that some damage may occur during the normal course of work. Client further represents that:
 - 1. The contract between Client and the owner of the property releases Hawkeye Environmental as agent of Client, from damages caused to the property during the normal course of work; or
 - 2. Client will indemnify and hold Hawkeye Environmental harmless from any and all liability for such costs to the owner of the property.

9. Disclosure.

- a. Client and Hawkeye Environmental shall retain as confidential all information and data delivered to it by the other, which (i) relates to technologies, formulae, procedures, processes, methods, trade secrets, ideas, improvements, computer programs and similar information; (ii) are designated in writing as confidential at the time of delivery; or (iii) relate to this agreement, any work order and any information or data gathered or developed thereunder (collectively the "Confidential Information"). Confidential Information shall not be disclosed to any third party unless required by law or regulation.
- b. Nothing herein is meant to preclude either party from disclosing and/or otherwise using Confidential Information (i) when the Confidential Information is actually known to the receiving party or derived from the transmitting party; or (ii) while Confidential Information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; (iii) where the Confidential Information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) where a written release is obtained by the receiving party from the transmitting party.
- c. Confidential Information may be released (i) if disclosure is required by governmental statute, ordinance, or regulation; (ii) for compliance with professional standards of conduct for public safety, health, and welfare concerns; and (iii) for the protection of Hawkeye Environmental against claims or liabilities arising from performance of its services. Hawkeye Environmental agrees to use its best efforts to notify Client before any confidential information is released except if there is imminent danger to public safety, health, and welfare concerns.
- 10. **Standard of Care.** Hawkeye Environmental will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement and specifically no warranty is made with respect to a particular outcome of the services. The Client recognizes that conditions can vary between sampling points and with time, and that the interpretation of data, and opinions and recommendations made by Hawkeye Environmental are based solely on obtained data. Such limitations can result in changes in conclusions and interpretations where new or different information is obtained. In this regard, Hawkeye Environmental makes no representations or guarantees that the points selected for sampling are in any way representative of the entire site. The parties agree that while the subject matter of this Agreement will be described in an attached proposal, the standard of performance is defined and limited by the language of these standard conditions as herein set forth.
- 11. **Technical Methodology and Protocol.** The fields of science and engineering, and associated technologies, guidelines, regulations, and practices are in a constant mode of change and development. Variations and inconsistencies exist amongst the guidelines, regulations, and standards of various governmental agencies and other recognized authorities; this necessitates that judgment be applied in the selection of methods and procedures implemented in the performance of work in this field. Hawkeye Environmental will select generally accepted methods and/or procedures it considers appropriate to accomplish the intended and understood purpose of its services within the scope of this agreement, and the Client signifies concurrence with these methods and procedures by acceptance of this agreement. In the event other methods or procedures are preferred by the Client or considered more appropriate, a written description or designation of these must be provided prior to execution of this agreement. Hawkeye Environmental will utilize the services of a subcontracted analytical laboratory for related testing, and possibly other types of subcontractor services, as necessary to complete the project. Hawkeye Environmental will strive to select a subcontractor which is generally accepted and recognized in their respective industry, but shall assume no responsibility for claims or losses arising from the negligence or errors and omissions of the selected entity. The Client may specify a laboratory or other subcontractor of Client's choice instructions to Hawkeye Environmental at any time prior to performance of work, subject to acceptance of any increased costs that may result from such selection.
- 12. **Independent Contractor.** Hawkeye Environmental's relationship with Client under this Agreement shall be that of independent contractor. Hawkeye Environmental is to exercise its own discretion on the method and manner of performing its duties, and the Client will not exercise control over Hawkeye Environmental or its employees or agents. Nothing in this Agreement shall be construed to designate Hawkeye Environmental or any of its employees, as employees, agents, joint venturers or partners of Client.
- 13. **Relationship with other Contractors.** The Client may, on its own initiative or on the recommendation of Hawkeye Environmental or others, contract with other parties for services related to the project with respect to which Hawkeye Environmental was retained. Hawkeye Environmental may coordinate the services of such other parties or otherwise work with them on the project. However, it is expressly agreed by the parties hereto that all other contractors shall contract with the Client, not Hawkeye Environmental, and that no relationship of prime contractor and subcontractor shall be formed between Hawkeye Environmental and any other of said contractors unless explicitly so stated herein. Client agrees that Hawkeye Environmental is not responsible for any payment to any such other parties unless explicitly so stated herein.
- 14. **Record Keeping.** Hawkeye Environmental and Client shall keep adequate books, records, and other documentation consistent with applicable regulatory requirements and in accordance with generally accepted accounting principals, pertaining to the performance of the services required by this Agreement.
- 15. **Force Majeure.** Except for the obligation to pay for services rendered, neither party under this Agreement shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including but not limited to, strikes, riots, war, fire, acts of God, injunction, or compliance with any law, regulation or order of any governmental body or any instrumentality thereof, whether now existing or hereafter created.
- 16. **Savings Clause.** If one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 17. **Notices.** All notices given with respect to this contract shall be in writing to the parties at their respective addresses as shown in this Agreement. If either party should change its address as shown in this Agreement, it shall notify the other party of such change within fifteen (15) days of such change.
- 18. **Term.** Either party may terminate this Agreement effective at any time by giving written notice if (i) such action is taken pursuant to any governmental law, ordinance, order, rule, regulation or action (ii) the other party becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate this Agreement at any time without cost or penalty during the term hereof if the other party fails to properly perform its obligations as provided in this Agreement and such failure shall continue for more than ten (10) days after either party has notified the other thereof in writing. However, no termination of this Agreement shall have any effect upon Hawkeye Environmental's right to receive payment under this Agreement for services rendered prior to the termination of this Agreement.

effective date of such termination. The provisions of paragraph 3 shall survive the termination of this Agreement without regard to the reason for termination of this Agreement. Such termination shall not alter or affect the continuing rights and obligations created by those paragraphs.

19. **Governing Law.** This Agreement shall be governed by the laws of the State of Iowa, and any litigation arising out of this Agreement shall be venued in Story County, Iowa, or in the event the contract is executed in a state other than Iowa, any such litigation shall be venued in the state and county in which the Hawkeye Environmental or Client's office is located.
20. **Amendment and Waiver.** This Agreement may be amended from time to time only by an instrument in writing signed by the parties to this Agreement at the time of such amendment. No provisions of this Agreement can be waived except by a written instrument signed by the party waiving such provision, nor shall failure to object to any breach of a provision of this Agreement waive the right to object to a subsequent breach of the same or any other provision.
21. **Entire Agreement.** This Agreement constitutes the entire integrated agreement between the parties hereto, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof.
22. **Lien Rights.**

AS REQUIRED BY THE IOWA CONSTRUCTION LIEN LAW, Hawkeye Environmental HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS IN ADDITION TO THE UNDERSIGNED Hawkeye Environmental, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. Hawkeye Environmental AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

The Undersigned hereby represents that he or she has full authority to bind the entity on behalf of whom the signature is provided.

HAWKEYE ENVIRONMENTAL, LLC
An Iowa Corporation


Steve J. Henneberry

President

02/06/26

Date

CLIENT

Date

If the owner of the property is different from the Client, please list the complete name and address of the property owner below

Property Owner or Authorized Agent Name

Property Owner Company or Corporate Name

Property Owner Address

The undersigned hereby personally guarantees payment of all sums due and performance of all other obligations of Client under this contract.

Signed

Date



City of Nevada
Wastewater Treatment Plant Project
C/O WHKS Engineering
1421 South Bell, Suite 103
Ames, IA 50010-7710

Hawkeye Environmental LLC proposes to furnish the following:

- Asbestos Survey and Sampling, Hazardous Material Inspection and Paint Sampling of former Wastewater Treatment Plant (WWTP) site at 457 S 6th Street, Nevada, Iowa. Inspection prior to demolition of the facility (per RFP provided by WHKS dated 12-2-25).
- Inspection will be conducted in accordance with NESHAP's (National Emission Standards for Hazardous Air Pollutants) protocols. Survey will be conducted by personnel with current Iowa Asbestos Inspector licensing.
- Paint sampling will be conducted by personnel with current Iowa Lead Inspector licensing. Lead sampling will be conducted for OSHA compliance prior to demolition.
- Paint samples will be analyzed using approved methods at laboratories with AIHA ELLAP (Environmental Lead Laboratory Accreditation Program) or onsite by XRF Lead-based paint analyzer. All asbestos samples will be analyzed by PLM (polarized light microscopy) using EPA 600/R-93/116 methods at testing laboratories with current Lab Accreditation Program certificates.
- All work completed will be covered by not less than \$ 2,000,000 each of commercial general liability, pollution liability and professional liability insurance with a corporation(s) licensed to do business in the State of Iowa.

Asbestos Survey and Sampling, Hazardous Material Inspection, Reporting	\$ 1,985.00
Asbestos Sample Analysis	\$ 1,550.00
Total	\$ 3,535.00
Lead Paint Survey, Sampling, Reporting <i>(Alternate #1 / per Owner's Approval)</i>	\$ 1,850.00



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