



**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, by and between **City of Dyersville** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **3<sup>rd</sup> Ave SW Bridge Replacement**.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

**Scope of Services**

WHKS shall perform the following described services for the Client:

**Design phase engineering services as described on the attached Scope of Services included in Exhibit A.**

**Basis of Compensation**

For the services described above, the Client shall remunerate WHKS as follows:


**Billed Hourly with a Not-to-Exceed Fee of \$122,300 including Expenses. External expenses include an administrative charge of 10 percent.**

Executed this \_\_\_\_\_ day of May, 2026

**City of Dyersville**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WHKS & co.**

By:   
Printed Name: Derek J. Thomas, P.E.  
Title: Vice President



## Exhibit A to Professional Services Agreement

### A. Project Description:

The project involves performing preliminary and final design for the replacement of a bridge on 3<sup>rd</sup> Ave SW over North Fork Maquoketa River in the City of Dyersville (FHWA #4305). The existing bridge is a 3-span 125' x 28'-6" continuous concrete slab (CCS) bridge with a 6' sidewalk on the south edge built in 1967. Speed limit is 20 mph and average daily traffic is 1651 vehicles per day (2022). The bridge is classified as Poor (structurally deficient) and has a Bridge Condition Index of 52.1. 2024 bridge inspection comments and deficiencies are summarized below:

*Longitudinal cracking with delamination on deck. Spalling with exposed reinforcing at both curbs. Longitudinal cracking with efflorescence and spalling with exposed reinforcing on underside of deck. Corroding reinforcing underside of sidewalk and along south edge of slab. Aluminum rail set behind face of north curb. Welds broken on aluminum handrail at sidewalk. Spalling with exposed stirrups and transverse reinforcing near the south end of east abutment pile cap. Timber abutment piles sound hollow near ground line with no signs of overload distress.*

WHKS will perform preliminary design to include topographic survey, hydrology and hydraulics, environmental review (Phase 1A cultural resources, threatened & endangered species review), permitting, Iowa DOT concept statement, and preliminary plans. The bridge drainage area is 79.9 square miles within city limits which requires a DNR Flood Plain Construction permit. WHKS will submit necessary documentation to obtain a local flood plain permit, if needed. The bridge is in FEMA Zone AE (defined floodway with base flood elevations). The required design criteria is no-rise of the current 100-year flood elevation. Iowa DNR criteria and Iowa DOT I.M. 3.500 "Bridge or Culvert Plans" will be followed for other requirements. No wetlands appear on the National Wetlands Inventory maps. US Army Corps of Engineers Nationwide Permit #3 is assumed.

There are no potential historic sites shown within the approximate project limits on i-Sites (historic/archeological sites). Current Iowa DOT cultural resource requirements require LEB staff review for concrete/steel bridges built after 1945. WHKS will coordinate with Iowa DOT to determine the appropriate level of historic and archeological investigation. Additional investigations, surveys, or reports are not anticipated but can be added as additional services if needed or requested by permitting agencies.

Based on conceptual review, an equal length or longer bridge with similar structure type/depth is required to achieve a no-rise floodway elevations. The replacement bridge is assumed to be a 150' CCS bridge, 0-degree skew, integral abutments supported on H-piles, and pile bent piers (individually encased). The roadway width will be 30' (11' lanes + 4' shoulders) and include a 10' sidewalk on the south side. Final structure type and size selection will be based on review of hydraulic performance, cost, constructability, and other relevant factors during preliminary design. Separation barrier is assumed to be IBBR TL-2 and pedestrian rail is assumed to be structural steel aesthetic fence. North rail will be a single slope TL-4 barrier. The scope and fee is based on use of modified Iowa DOT J44 standards.

WHKS will perform final design to include bridge design, approach replacement, check and final plans, and construction cost estimate. All submittals will occur through TPMS. The design will meet SUDAS design guidelines per Local System I.M. 3.215 "Urban Design Guidelines". Letting will occur through Iowa DOT and Federal-Aid funding requirements apply.

Lead paint and asbestos sampling and testing will be provided by a subconsultant.

Roadway work will include replacement of approach pavement (approximately 60' beyond bridge ends), minor berm grading, utility accommodation, erosion control, and traffic control. No guardrail is required due to the design speed. Horizontal and vertical alignment will match existing. The road will be closed to traffic during construction. Existing ROW width is approximately 80' per Dubuque County GIS. ROW acquisition or utility relocation design is not included in the scope.

The project will be let through the Iowa DOT in FY 2027. The actual letting date and submittal schedule will be coordinated with the Client.

Construction administration and observation will be provided by WHKS in a future amendment.

**B. Scope of Services Provided Under This Agreement:**

**1. Project Management and Meetings**

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Hold kick-off meeting with Client to discuss the project and review the scope.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.
- Attend meetings for the project as needed (one utility coordination meeting and one preconstruction meeting).
- Prepare and submit project Concept Statement and Determination of Effect for Threatened and Endangered Species (DOE) Form 760005 to Iowa DOT.
- Cultural resources evaluation (Phase 1A archeology) will be provided by a subcontractor to WHKS under this contract if needed.

**2. Topographic Survey and Research of Existing Conditions**

- Perform site topographical surveys to support new facilities, exclusive of boundary surveys for land and easement acquisition. Topographic survey to include hydraulic cross sections to be taken upstream and downstream of the crossing. Two (2) cross sections are assumed.
- Develop project control and base map for the project.
- Locate the existing underground utilities as located by the Iowa One Call locate system.
- Collect, obtain and review relevant information from the Client.

**3. Hydrologic and Hydraulic Analysis and Permitting**

- Perform hydrologic and hydraulic analysis to evaluate the proposed bridge alternative in accordance with local and state flood plain permit requirements.
  - Analyze drainage area and hydrologic characteristics
  - Conduct a site evaluation to verify base model, determine roughness coefficients, and water flow characteristics.
  - Obtain Flood Insurance Study (FIS) HEC-RAS model from Client or FEMA
  - Update HEC-RAS model with the hydraulic survey information.
  - Input the proposed bridge and roadway profile into HEC-RAS. Review model runs and determine the potential new bridge's effect on flood elevations, the floodway, and insurable structures.
  - Develop hydraulic model to analyze adequate bridge sizing, velocities, and backwater.
  - Determine the final bridge length sizing based on the results of the hydraulic analysis and meeting Iowa DNR requirements for freeboard and backwater.
  - Evaluate need for channel shaping, berm slope stabilization, and inlet/outlet erosion controls such as revetment.
- Prepare and submit Permit Application, including the bridge Type, Size, and Location (TS&L) drawing (preliminary plans developed in preliminary and final design phase), to Iowa DNR.

**4. Preliminary and Final Design**

- Prepare preliminary and final plans and specifications to show the character and scope of work to be performed by contractors on the Project. Plans will follow DOT standards.
- Geotechnical Engineering services will be performed by a subcontractor to WHKS under this contract. Geotechnical services to include soil borings and geotechnical report.
- Prepare opinion of probable construction cost on completed plans and specifications.
- Furnish signed copies of the plans, specifications, and other contract documents as required to the Client.
- Answer contractor's questions during the bidding phase.
- Prepare addendums to the contract documents prior to bid letting, if necessary.

**5. Construction Administration (scope to be defined in future Amendment)**

**6. Construction Observation (scope to be defined in future Amendment)**

**C. Special Engineering Services:**

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Land surveying and platting
2. Easement research, plats or descriptions
3. Negotiation for easements or land acquisition
4. Permits other than those identified above
5. Funding assistance, including grant and/or loan applications
6. Wetland Delineations or mitigation plans
7. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
8. Bridge aesthetics
9. Attendance at additional meetings (other than those listed above)

## STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

### 1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

### 2. Governing Law

The laws of the State of Iowa will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

### 3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

### 4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

### 5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

### 6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

### 7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

### 8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

#### **9. Delivery of Electronic Files**

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

#### **10. Changed Conditions**

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

#### **11. Permits and Approvals**

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

#### **12. Suspension of Services**

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

#### **13. Termination**

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

#### **14. Unauthorized Changes**

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

**15. Jobsite Safety**

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

**16. Additional Services**

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent

in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

**17. Dispute Resolution**

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

**18. Third Party Beneficiaries**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

**19. Extension of Protection**

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

**20. Timeliness of Performance**

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

**21. Delays**

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

**22. Right to Retain Subconsultants**

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

**23. Assignment**

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

**24. Severability and Survival**

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

**25. Hazardous Materials**

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

## **26. Joint Participation**

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

## **27. Record Documents**

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09