



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Ames** 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 **2024/25 Arterial Pavement Improvements – Hyland Avenue.**

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 \$142,200 including Expenses. External expenses include an administrative charge of 10 percent.

Executed this _____ day of March, 2024


City of Ames

By: _____

Printed Name: _____

Title: _____

WHKS & CO.

By:  _____

Printed Name: Derek J. Thomas, PE

Title: Vice President



Exhibit A to Professional Services Agreement

A. Project Description

The Project consists of a combination of pavement rehabilitation and reconstruction on Hyland Avenue from Lincoln Way to Ontario Street. A pavement analysis, including geotechnical evaluation, will be performed to determine final extents and types of rehabilitation versus full depth reconstruction. This scope and fee, from a preliminary evaluation, is based on full depth reconstruction from Pammel Drive to Ontario Street; and full depth patching and crack sealing from Lincoln Way to Pammel Drive.

WHKS will perform base topographic survey, evaluate rehabilitation/patching techniques, evaluate project phasing, prepare plans and specifications (including ADA compliant pedestrian ramps), prepare for and hold one public informational meeting or record a public informational video, coordinate with the adjacent property owners and ROW users, and attend a pre-construction meeting.

The project will be let through the Iowa DOT and the City of Ames will lead the pre-construction meeting.

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 up to two (2) client meetings for the project.
- Attend one (1) public informational meeting or participate in recording of one (1) public informational video produced by Client.
- Attend pre-construction meeting.

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.
- 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. 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 Iowa DOT standards.
- Geotechnical Engineering services will be performed by a subcontractor to WHKS under this contract. Geotechnical services to include soil borings and geotechnical evaluation.
- 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.
- A Storm Water Pollution Prevention Plan (SWPPP) will be prepared.

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. Special assessment assistance
5. Quality control testing and construction materials testing
6. Permits other than those identified above
7. Funding assistance, including grant and/or loan applications
8. Wetland Delineations or mitigation plans
9. Floodplain and hydraulic/hydrologic modeling
10. Water and/or sanitary sewer rate studies
11. Geotechnical design/recommendations
12. 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
13. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations
14. Structural evaluation and/or design
15. Attendance at additional meetings (other than those listed above)
16. Construction phase engineering services, including construction administration, staking, construction observation, preparation of record drawings and project close-out services