

PROFESSIONAL SERVICE AGREEMENT

50th Street - Mission Road to Belinder Avenue
51st Street - Mission Road to Belinder Avenue
City of Westwood, Kansas

This Agreement is made this ____ day of _____, 2025, in Johnson County, Kansas, by and between the City of Westwood, Kansas ("City"), and Uhl Engineering, Inc. ("Professional")

SECTION I – PROFESSIONAL’S DUTIES

Professional shall provide services pursuant to these Exhibits:

Exhibit A – Project Limits & Typical Roadway Section (50th Street & 51st Street)

Exhibit B – Design Narrative (50th Street)

Exhibit C – Design Narrative (51st Street)

Exhibit D – Fee Schedule

Exhibit D - Manhours by Phase and Task

Exhibit E - Existing Sanitary & Storm Sewer Locations

SECTION II – COMPENSATION

50th Street - Mission Road to Belinder Avenue	\$	140,687.00
51st Street - Mission Road to Belinder Avenue	\$	31,559.00
Total 50th Street & 51 Street	\$	172,246.00

City shall pay Professional One Hundred Seventy Two Thousand, Two Hundred and Forty Six dollars (\$172,246) on the basis and breakdown shown in Exhibit D: Fee Schedule attached hereto and incorporated herein by reference. City agrees to remit such payment to Professional within 30 days of invoice.

SECTION III – TERM OF AGREEMENT

This agreement shall have a duration until acceptance of the work performed or completion of the construction contract, whichever is longer.

SECTION IV – SCOPE OF SERVICES

Refer to Exhibits B & C : Design Narrative

SECTION V – TERMINATION

Either party may terminate this Agreement for its convenience upon seven (7) days written notice to the other party, provided, however, that Professional may not terminate the Agreement without completing any Project Segment delivered to it prior to said notice of termination. Upon termination, Professional shall return all documents and pending reports to City and City shall, within 30 days of receipt of a final invoice from Professional, pay Professional for sums for work incurred prior to the date of termination.

SECTION VI – INSURANCE

Professional shall maintain throughout the duration of this Agreement, insurance in, at a minimum, the amounts specified below, unless waived in writing by the City. The City will only accept coverage from an insurance carrier offering proof that the carrier is licensed to do business in Kansas; carries a Best's Policyholder rating of A-X or better or otherwise

approved by the City; and carries at least a class X financial rating. The Professional is required to carry insurance while performing the proposed work for the City. The Professional will furnish a Certificate of Insurance to the City as Part of their proposal. All general and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the City. With the exception of professional liability, the Professional shall name the City as an additional insured in the amount of \$500,000 for all claims determined to be subject to the Kansas Tort Claims Act. With the exception of professional liability, the Professional shall name the City as an additional insured for all other claims set forth below:

1. Professional Liability

Consulting Professional shall maintain insurance coverage for two (2) years beyond the term of this Agreement, Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000), each claim/aggregate, and shall provide City with certification thereof.

2. General Liability

- (a) General Aggregate.....\$2,000,000.00
- (b) Personal and Advertising Injury (Each Person).....\$1,000,000.00
- (c) Each Occurrence.....\$1,000,000.00

Policy MUST include the following conditions: (a) Broad Form Contractual/ Contractually Assumed Liability; and (b) Independent Contractors; (c) explosion, collapse and underground.

- (c) Each Occurrence.....\$1,000,000.00

3. Automobile Liability

Policy shall protect the Professional against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either (a) Any Auto; or (b) All Owned Autos, Hired Autos, and Non-Owned Autos.

- (a) All autos Combined Single Limits (CSL).....\$1,000,000.00
- (b) Uninsured motorists..... \$1,000,000.00
- (c) Excess Liability.....Their Limit

Umbrella policy may be used to meet coverage limits.

Policy shall protect the Professional against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles and must include protection for either of the above-specified amounts. Limits of liability protection are the same as the limits for the General Liability section.

4. Workers Compensation (includes “all states” insurance)

- (a) Workers Compensation.....Statutory
- (b) Professional shall also be protected against claims for disease, injury, or death of employees, which, for any reason, may not fall within the provisions of a Workers Compensation Law.

(c)Employer's Liability:

Bodily Injury by Accident\$500,000 each accident

Bodily Injury by Disease\$500,000 policy limit

Bodily Injury by Disease\$500,000 each employee

5. Sub-consultant's Insurance. If any part of this Agreement is to be sublet, the Professional shall either:

(a) Cover all sub-Professionals under their insurance policies; or

(b) Require each sub-Professional not so covered to secure insurance which will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, unless waived by the City.

6. Notice of Claim Reduction of Policy Limits

The Professional, upon receipt of notice of any claim in connection with the Proposal, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Professional shall promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate more than \$100,000.00, whether such impairment came about as a result of this Contract.

In the event the City shall determine that the Professional's aggregate limits of protection shall have been impaired or reduced to such an extent that the City shall determine such limits inadequate for the balance of the project, the Professional shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

SECTION VII - INDEMNITY

The Professional shall defend, indemnify, and hold harmless the City and any of its agencies, officials, officers, or employees from and against damages, liability, losses, costs, expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim arising out of or resulting from the negligence, in whole or in part, of the Professional, its employees, agents, or sub-consultants, or others for whom the Professional is legally liable.

SECTION VIII – ASSIGNMENT

The parties hereto agree that neither shall assign, sublet, delegate or transfer their interest or duties in this Agreement without the written consent of the other party and further agree that this Agreement binds the parties, and their heirs and successors.

Policy shall protect the Professional against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles and must include protection for either of the above-specified amounts. Limits of liability protection are the same as the limits for the General Liability section.

SECTION IX – PRIOR STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior written or verbal statements of any representative of the parties hereto and such statements form no part of this Agreement. The parties acknowledge that this Agreement may not be amended or modified except in writing signed by both parties hereto.

SECTION X – INDEPENDENT PROFESSIONAL

Professional is an independent Professional and as such is not an employee of City. Professional is responsible for any and all federal, state and local taxes.

SECTION XI – EQUAL OPPORTUNITY

Professional shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, disability, national origin or ancestry; in all solicitations Professional shall include the phrase, "equal opportunity employer"; if Professional fails to comply with the manner in which Professional reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Professional shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by City; if Professional is found guilty of a violation of the Kansas act against discrimination or any other act banning discrimination or retaliation, under a decision or order of the commission which has become final, Professional shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by City; and Professional shall include the provisions of this paragraph in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

SECTION XII – LIEN WAIVERS

The Professional will provide the City with a list of any subcontractors or others performing work on this project and the Professional Contractor will not use any other subcontractors or others on the project. The Professional Contractor will provide a lien waiver from any such subcontractor. Such waivers will hold the City free from any liens for work or materials and must be received by the City prior to final payment to the Professional Contractor.

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SECTION XIII – APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date above
City of Westwood:

By: _____
David Waters, Mayor

Attest:

By: _____
Leslie Herring, City Manager

APPROVED AS TO FORM

Ryan Denk
City Attorney

Professional:
Uhl Engineering, Inc.

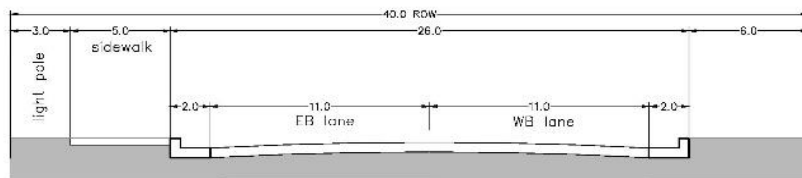
By: 

Title: President
Address: 7211 W. 98th Terrace, Ste. 110
Overland Park, Kansas 66212

Exhibit A – Project Limits & Typical Roadway Section



50th Street – Mission Road to Belinder Avenue
51st Street – Mission Road to Belinder Avenue



50th Street Section

- 40' ROW
- 2' curb
- 11' traffic lanes
- 5' sidewalk (south side)
- 3' for light poles & utilities



Exhibit B – Design Narrative
50th Street – Mission Road to Belinder Avenue
City of Westwood, Kansas

(a) Field Survey

A field survey will be performed as part of this work scope, generally extending beyond the right-of-way lines at 30+/- properties to gather information details as necessary to address ADA and transition the proposed improvements to existing conditions in the field. Johnson County AIMS mapping shall be used in conjunction with field surveys for the design of street and storm sewer rehabilitation. The contractor may elect to use the survey company that has prepared the design survey. The digital base files will be provided to the contractor for their use in staking out the project.

(b) Road Design

- b1 Curb and gutter on both sides will remain intact but spot repairs may be required.
- b2 A portion of the existing asphalt pavement will be salvaged to receive a mill and overlay. The remainder will require full depth removal and replacement in areas of visible distress.
- b3 Per the 'Proposed Typical Section' (under Exhibit A), the centerline of the roadway section will be offset by 1.0 ft north from the centerline of the right-of-way. The typical detail will specify asphalt base and surface courses to be placed on a compacted soil subgrade. Once under construction if it becomes apparent that the existing soils are not suitable for the placement of new asphalt, soil stabilization will be required.
- b4 Erosion Control Plans are **NOT REQUIRED**.
- b5 A Traffic Detour Plan shall be include in the plan set, but the Traffic Control Plans (within the project limits) will be developed by the Contractor, but coordinated closely with the City and the property Owners along those routes.
- b6 A Land Disturbance permit (Notice of Intent) is **NOT REQUIRED** from the Kansas Department of Health and Environment (less than one acre disturbed).
- b7 Street lighting will be designed by subconsultant per the Westwood Street Lighting Standards.
- b8 Structural designs are **NOT REQUIRED**.

(c) Easements

- c1 It is assumed that Temporary Construction Easements will be required on 30 properties along this street segment to allow for the removal and replacement of driveways as dictated by the road design. No permanent drainage easements are anticipated.

(d) Storm Design

- d1 The existing storm sewer pipe system and curb inlets can remain with an extended throat on the inlet in the south curb line.
- d2 Neither stormwater detention or treatment are required.

(e) Sanitary Sewer Relocate

- e1 It is anticipated that no sanitary sewers will be in conflict with the proposed improvements; therefore, no sanitary sewer relocations are required.

However, there are existing sanitary sewer on the south side of 50th Street between Norwood and Fairway. A conflict may not be discovered until the preliminary road alignment is superimposed onto the field survey. If that is the case, and the relocation of manholes is required, a Change Order shall be prepared.

(f) Project Bidding

- f1 This project and plan set will be bundled with the plan set for the 47th Place Improvement Project and bid as one project. A select group of contractor's will be invited to bid the project.

(g) Construction Phase Services

- g1 Per agreement with the Public Works Department, construction observation shall be limited to approximately 15 hours per week over the projected project duration of 180 calendar days. Full time resident inspection is not required or included in this scope of services. Time has been included for field inspections in the Construction Administration category. Materials testing during construction shall be performed by a subconsultant under this contract.

Other

- 1 No modifications to the flood plain, letters of map revision, conditional letters of map revision, or other analysis, modeling or study are required or included within the scope of work of this proposal.
- 2 No other public infrastructure improvements are anticipated. If the City determines that other improvements are required, Uhl Engineering shall amend this contract/scope to include the services to design said improvement.



Exhibit C – Design Narrative
51st Street – Mission Road to Belinder Avenue
City of Westwood, Kansas

(a) Field Survey

- a1 A field survey will NOT be performed as part of this work scope. Johnson County AIMS mapping shall be used as base mapping for the proposed Mill & Overlay. The contractor may elect to use the survey company that has prepared the design survey. The digital base files will be provided to the contractor for their use in staking the proposed street light locations.

(b) Road Design

- b1 Curb and gutter on both sides will remain intact but spot repairs may be required.
- b2 The asphalt surface course shall be removed and replace (mill & overlay). Spot locations for full depth asphalt pavement repairs shall be located on the plan sheets.
- b3 Erosion Control Plans are **NOT REQUIRED**.
- b4 A Traffic Detour Plan shall be include in the plan set, but the Traffic Control Plans (within the project limits) will be developed by the Contractor, and coordinated closely with the City and the property Owners along those routes.
- b5 A Land Disturbance permit (Notice of Intent) is **NOT REQUIRED** from the Kansas Department of Health and Environment (less than one acre disturbed).
- b6 Street lighting will be designed by subconsultant per the Westwood Street Lighting Standards.
- b7 Structural designs are **NOT REQUIRED**.

(c) Easements

- c1 NO Temporary or permanent easements are required. All work can be completed within the existing R/W.

(d) Storm Design

- d1 No storm sewer improvements are included in this work scope.

(e) Sanitary Sewer Relocate

- e1 It is anticipated that no sanitary sewers will be in conflict with the proposed improvements; therefore, no sanitary sewer relocations are required.

(f) Project Bidding

- f1 This project and plan set will be bundled with the plan set for (combined) plan set for the 47th Place and 50th Street Improvement Project and bid as one project. A select group of contractor's will be invited to bid the project.

(g) Construction Phase Services

- g1 In coordination with the Public Works Department, construction observation shall be limited to approximately 15 hours per week over the projected project duration of 180 calendar days. Full time resident inspection is not required or included in this scope of services. Time has been included for field inspections in the Construction Administration category. Materials testing during construction shall be performed by a subconsultant under this contract.

Other

- 1 No modifications to the flood plain, letters of map revision, conditional letters of map revision, or other analysis, modeling or study are required or included within the scope of work of this proposal.
- 2 No other public infrastructure improvements are anticipated. If the City determines that other improvements are required, Uhl Engineering shall amend this contract/scope to include the services to design said improvement.



Exhibit D: Fee Schedule

50th Street - Mission Road to Belinder

51st Street - Mission Road to Belinder

City of Westwood, Kansas

50th Street – Mission Road to Belinder Avenue (Rehabilitation + Street Lights)

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
	Field	Temporary	Road	Storm	Geo-	Bidding &	Construc-	Totals
Firm	Survey	Constr.	Design	Design	technical	Close-out	tion Phase	
	Easements						Services	
Uhl Engineering, Inc.	\$ -	\$ 12,240	\$ 45,155	\$ 7,554	\$ -	\$ 3,413	\$ 24,225	\$ 92,587
		(****)				(**)	(*)	
Anderson Surveying	\$ 15,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,600
Field verify RCB alignment								
Alpha-Omega	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,000	\$ 24,000
Geotechnical Engineering							(***)	
Lightworks	\$ -	\$ -	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ 7,500
Street Lights								
Subtotal Fees	\$ 15,600	\$ 12,240	\$ 52,655	\$ 7,554	\$ -	\$ 3,413	\$ 48,225	\$ 139,687
							Subtotal Fee	\$ 139,687
							Reimbursable Expenses	\$ 1,000
							Total Fee 50th Street	\$ 140,687

51st Street – Mission Road to Belinder Avenue (Mill & Overlay + Street Lights)

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
	Field	Temporary	Road	Storm	Geo-	Bidding &	Construc-	Totals
Firm	Survey	Constr.	Design	Design	technical	Close-out	tion Phase	
	Easements						Services	
Uhl Engineering, Inc.	\$ -	\$ -	\$ 11,089	\$ -	\$ -	\$ 2,790	\$ 5,680	\$ 19,559
						(**)	(*)	
Anderson Surveying	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field verify RCB alignment								
Alpha-Omega	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000	\$ 4,000
Geotechnical Engineering							(*****)	
Lightworks	\$ -	\$ -	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ 7,500
Street Lights								
Subtotal Fees	\$ -	\$ -	\$ 18,589	\$ -	\$ -	\$ 2,790	\$ 9,680	\$ 31,059
							Subtotal Fee	\$ 31,059
							Reimbursable Expenses	\$ 500
							Total Fee 51st Street	\$ 31,559

Notes:

Estimated as follows on 16 weeks (80 working days @ 5 work days per week); if the contractor extends beyond 16 weeks, fee adjustments will be submitted.

(*) Reference item (5) Construction Observation under Exhibit E

(**) Reference item (3) Construction Bidding and Close-out under Exhibit E

(***) Material Testing: Estimated at \$1,500 per week for 16 weeks = \$ 24,000

(****) Assume a Temporary Construction Easement is required at each of = \$ 12,240

the 30+/- properties that connect to 50th Street

(*****) Estimated at 2 trips to check asphalt compaction



Exhibit E - Manhours by Phase & Task

50th Street – Mission Road to Belinder Avenue

51st Street – Mission Road to Belinder Avenue

City of Westwood, Kansas

TASK NO.	DESCRIPTION	50th St. (Mission-Belinder)		51st St. (Mission-Belinder)	
		PRINCIPAL & PROJECT MANAGER	PROJECT ENGINEER	PRINCIPAL & PROJECT MANAGER	PROJECT ENGINEER
1	Roadway Plans				
a	Cover Sheet	1	3		1
b	General Layout	4	20	1	8
c	Demo Plan	2	8		2
d	Site Plans	4	60	1	24
e	Site Grading Plan	3	40		4
f	Driveway Enlarged Plans	2	40	NOT REQUIRED	
g	Site Details	2	16		8
h	Quantities and General Notes	4	10	1	4
i	Traffic Signage	2	4	1	2
j	Landscape	2	4	NOT REQUIRED	
k	Erosion and Sediment Control	NOT REQUIRED		NOT REQUIRED	
	SUB TOTAL HOURS	26	205	4	53
	HOURLY RATE	\$215.00	\$193.00	\$215.00	\$193.00
	SUB TOTAL THIS PHASE	\$45,155.00		\$11,089.00	
2	Temporary Construction Easements				
a	Develop Exhibit for each property (30 Total)		30		
b	Develop Legal Descriptions and Instrument	30		NOT REQUIRED	
	SUB TOTAL HOURS	30	30	0	0
	HOURLY RATE	\$215.00	\$193.00	\$215.00	\$193.00
	SUB TOTAL THIS PHASE	\$12,240.00		\$0.00	
3	Storm Drainage				
a	Storm Drainage Plans	8	24	NOT REQUIRED	
b	Storm Drainage Details/Sections	2	4	NOT REQUIRED	
c	KS DHE NOI submittal	NOT REQUIRED		NOT REQUIRED	
	SUB TOTAL HOURS	10	28	0	0
	HOURLY RATE	\$215.00	\$193.00	\$215.00	\$193.00
	SUB TOTAL THIS PHASE	\$7,554.00		\$0.00	
4	Construction Bidding and Close-out				
a	Attend Bid Opening	1	1	1	1
b	Evaluate Bids & Recommend	1	1	1	1
c	Respond to contractor/bidder questions	2	4	1	4
d	Two site visits -prelim and final punch list	2	5	1	4
	SUB TOTAL HOURS	6	11	4	10
	HOURLY RATE	\$215.00	\$193.00	\$215.00	\$193.00
	SUB TOTAL THIS PHASE	\$3,413.00		\$2,790.00	
5	Construction Observation				
	On-Site Observation 15 hrs/wk x 8 wks (180				
a	calendar days)	15	120	2	30
	SUB TOTAL HOURS	15	120	2	30
	HOURLY RATE	\$215.00	\$175.00	\$215.00	\$175.00
	SUB TOTAL THIS PHASE	\$24,225.00		\$5,680.00	

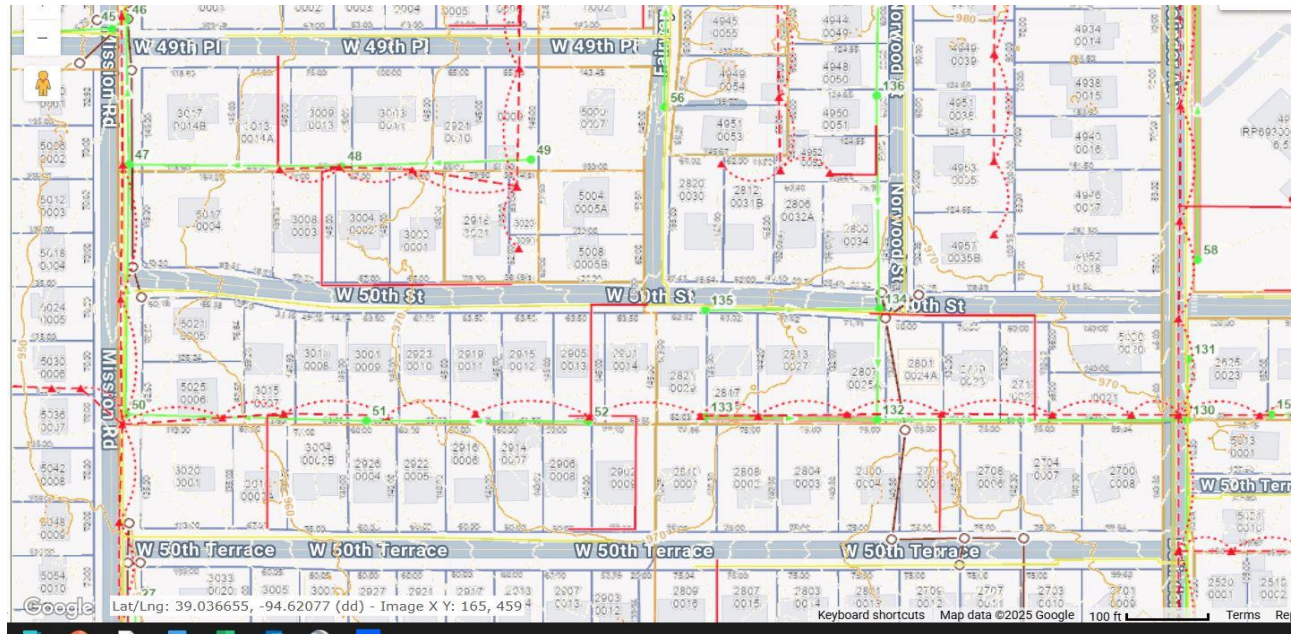


Exhibit F – Existing Sanitary & Storm Sewer & Other Utilities

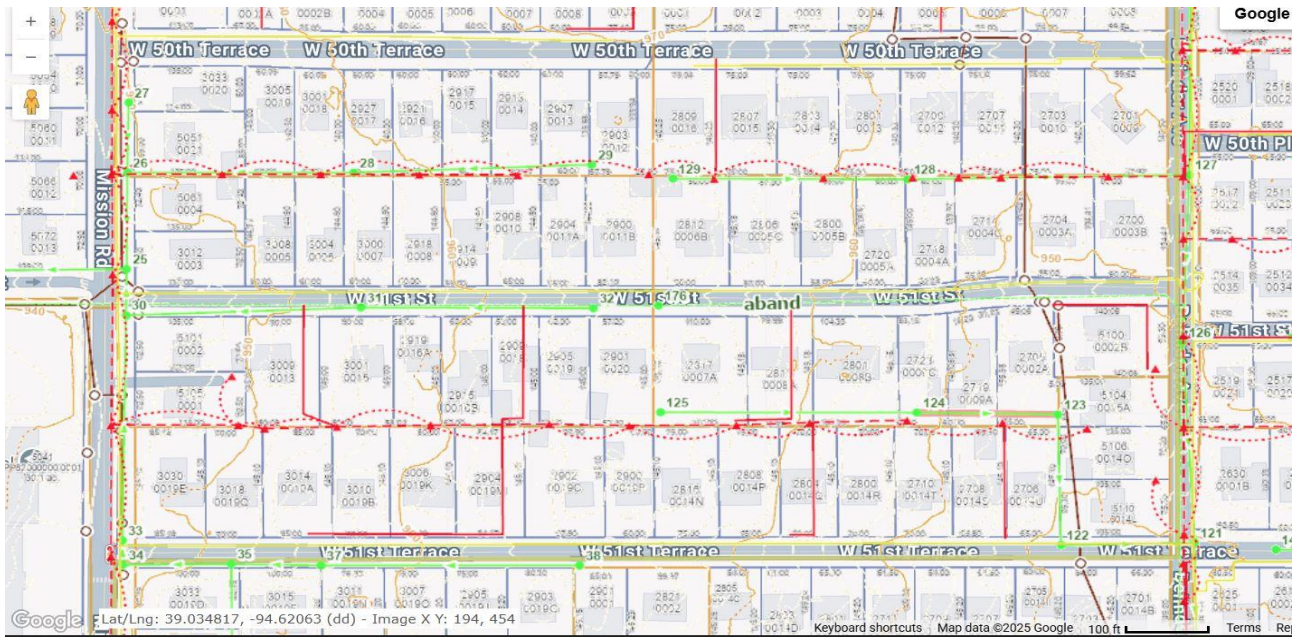
50th Street – Mission Road to Belinder Avenue

51st Street - Mission Road to Belinder Avenue

City of Westwood, Kansas



50th Street – Mission Road to Belinder Avenue



51st Street – Mission Road to Belinder Avenue

