

PROFESSIONAL SERVICES AGREEMENT
47th Place – Rainbow Boulevard to State Line Road
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

Exhibit B – Design Narrative

Exhibit C – Fee Schedule

Exhibit D - Manhours by Phase and Task

SECTION II – COMPENSATION

City shall pay Professional *One Hundred Eighty Four Thousand, One Hundred and Forty Five dollars (\$184,145)* on the basis and breakdown shown in **Exhibit C: 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 **Exhibit B** : 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

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.

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 written.

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

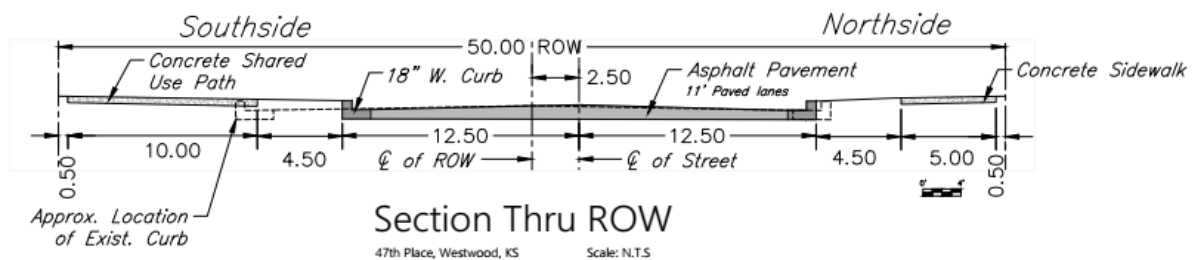
Exhibit A – Project Limits & Typical Roadway Section

47th Place – Rainbow Boulevard to State Line Road

City of Westwood, Kansas



47th Place – Rainbow Boulevard to State Line Road



Proposed Typical Section



Exhibit B – Design Narrative
47th Place – Rainbow Boulevard to State Line Road
City of Westwood, Kansas

(a) Field Survey

A field survey was performed for the preliminary design. At the east end of the double cell reinforced concrete box culvert (RCB) the pavement and soil shall be removed to expose the top of the RCBs and verify the alignment and depth of the existing connection of curb inlets to that system. A survey crew will be mobilized to field verify the coordinates of those details. 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

A portion of the existing asphalt pavement will be salvaged. The remainder will require full depth removal and replacement. Per the 'Proposed Typical Section' (under Exhibit A), the centerline of the roadway typical section will be offset by 2.5 feet from the centerline of the right of way. The typical detail will specify asphalt base and surface courses, respectively, to be placed on a compacted soil subgrade. A line item for soil stabilization was included in the preliminary estimate of construction. If it becomes apparent that the existing soils are not suitable for the placement of new asphalt, soil stabilization is required. Erosion Control Plans will be developed in conjunction with the road design. 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 the route. A Land Disturbance permit (Notice of Intent) SHALL BE required from the Kansas Department of Health and Environment (more than one acre disturbed).

(c) Easements

It is assumed that Temporary Construction Easements will be required on 4 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

Generally, the storm existing storm sewer pipe system and curb inlets along the north curb line will remain in place, with new curb inlets along the south curb line. Some storm sewer pipes may be shortened, others lengthen to match the existing and proposed storm sewer system. Design will be pursuant to the American Public Works Association (Kansas City Metro Chapter). Due to the complexity and uncertainty of the connection of existing and proposed drainage structures and the double cell reinforced concrete box culvert system that carries flows to Missouri at State Line Road, field adjustments are anticipated as described in (a) Field Survey above.

Neither stormwater detention or stormwater treatment are required.

(e) Sanitary Sewer Relocate

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

The entire set of improvements will be bid as one package. A select group of contractor's will be invited to bid the project.

(g) Construction Phase Services

Per agreement with the Public Works Department, construction observation shall be limited to approximately 15 hours per week over the projected project duration of 80 working 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 sub consultant 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: Fee Schedule

47th Place – Rainbow Boulevard to State Line Road
City of Westwood, Kansas

	(a) Field Survey	(b) Structural	(c) Road Design	(d) Storm Design	(e) Geo- technical	(f) Bidding & Close-out	(g) Construc- tion Phase Services	(h) Totals
Firm								
Uhl Engineering, Inc.	\$ -	\$ -	\$ 58,927	\$ 20,092	\$ -	\$ 10,046 (**)	\$ 44,580 (*)	\$ 133,645
Anderson Surveying	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000
Field verify RCB alignment								
Structural	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Integral Wall and Special Boxes		(****)						
Alpha-Omega	\$ -	\$ -	\$ -	\$ -	\$ 6,500	\$ -	\$ 24,000 (***)	\$ 30,500
Geotechnical Engineering								
Lightworks	\$ -	\$ -	\$ 6,000	\$ -	\$ -	0	\$ -	\$ 6,000
Street Lights								
Priority Engineering	\$ -	\$ -	\$ 4,000	\$ -	\$ -	0	\$ -	\$ 4,000
Signing, striping and RRFB								
Subtotal Fees	\$ 4,000	\$ 5,000	\$ 68,927	\$ 20,092	\$ 6,500	\$ 10,046	\$ 68,580	\$ 183,145
							Subtotal Fee	\$ 183,145
							Reimbursable Expenses	\$ 1,000
							Total	\$ 184,145

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 (4) Construction Observation under Exhibit D = \$ 44,580

(**) Reference item (3) Construction Bidding and Close-out under Exhibit D = \$ 10,046

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

(****) Structural design as required during construction to repair openings in RCB as revealed; design and detail for proposed openings to receive flow from proposed drainage structures. = \$ 5,000



Exhibit D - Manhours by Phase & Task
47th Place – Rainbow Boulevard to State Line Road
Westwood, Kansas

TASK NO.	DESCRIPTION	PRINCIPAL & PROJECT MANAGER	PROJECT ENGINEER
1	Roadway Plans		
a	Cover Sheet	1	6
b	General Layout	6	20
c	Demo Plan	2	10
d	Site Plans	18	70
e	Site Grading Plan	8	30
f	Driveway Enlarged Plans	4	20
g	Site Details	12	24
h	Quantities and General Notes	6	12
i	Traffic Signage	4	8
j	Temp Const Easement Locations & documents	8	6
k	Landscape	2	12
l	Erosion and Sediment Control	2	6
	SUB TOTAL HOURS	73	224
	HOURLY RATE	\$215.00	\$193.00
	SUB TOTAL THIS PHASE		\$58,927.00
2	Storm Drainage		
a	Storm Drainage Plans	8	24
b	Storm Drainage Details/Sections	2	12
c	Special Details at State Line Road to connect to existing double RCBs	24	24
d	KS DHE NOI submittal	2	4
	SUB TOTAL HOURS	36	64
	HOURLY RATE	\$215.00	\$193.00
	SUB TOTAL THIS PHASE		\$20,092.00
3	Construction Bidding and Close-out		
b	Attend Bid Opening	2	2
c	Evaluate Bids & Recommend	4	4
d	Respond to contractor/bidder questions	8	16
f	Two site visits -prelim and final punch list	4	10
	SUB TOTAL HOURS	18	32
	HOURLY RATE	\$215.00	\$193.00
	SUB TOTAL THIS PHASE		\$10,046.00
4	Construction Observation		
a	On-Site Observation	12	240
	SUB TOTAL HOURS	12	240
	HOURLY RATE	\$215.00	\$175.00
	SUB TOTAL THIS PHASE		\$44,580.00

