

**PROFESSIONAL SERVICES AGREEMENT**  
47<sup>th</sup> Place – Rainbow Boulevard to State Line Road  
City of Westwood, Kansas

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, in Johnson County, Kansas, by and between the City of Westwood, Kansas (“City”), and Uhl Engineering, Inc. (“Professional”)

**SECTION 1 – PROFESSIONAL’S DUTIES**

Professional shall provide services pursuant to these Exhibits:

- Exhibit A – Project Limits**
- Exhibit B – Design Narrative**
- Exhibit C – Fee**

**SECTION II – COMPENSATION**

City shall pay Professional *Fifty-Two Thousand Five Hundred Thirty-Five (\$52,535)* on the basis and breakdown shown in **Exhibit C – Fee** 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.

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.

**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 Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Denk  
City Attorney

Professional:  
Uhl Engineering, Inc.

By: \_\_\_\_\_

Title: President  
Address: 7211 West 98<sup>th</sup> Terrace,  
Suite 110  
Overland Park, KS 66212

## Exhibit A – Project Limits



**Exhibit B - Design Narrative**  
47th Place Rehabilitation  
City of Westwood, Kansas

**(a) Preliminary Estimate of Construction Costs**

Based on the scope as defined below, the deliverable to the City under this agreement shall be a Preliminary Estimate of Construction Cost that can be included in the submittal to Johnson county, Kansas for participation in the County Assistance Road System (CARS) program.

*A Preliminary Plan shall accompany the Preliminary Estimate of Construction costs.*

**(b) Field Survey**

Field survey work shall consist of gathering information on physical features along this street corridor and identifying property corners to the extent possible. Surveys shall extend beyond property lines as necessary to gather information on each property to establish details for any driveways including those to be removed and replaced. Topographic surveys shall be performed by a sub consultant(s) under this contract. Johnson County AIMS Mapping shall be used in conjunction with field surveys for the design of street and storm sewer rehabilitation to the extent possible. Construction staking is not included.

*Note: The location of required easements will be noted on the Preliminary Plan, but no attempt to secure those easements are included in the Phase..*

**(c) Road Design**

The road design for this segment will adhere to a 'complete street' cross section as defined by the City, including a standard sidewalk on the north side and a sidewalk or trail on the south side (pending available ROW). Investigative geotechnical engineering will be conducted to determine subsoil structural conditions and potential rock locations. The road section will specify asphalt courses (base and surface), and base rock thickness to be placed on a compacted soil subgrade and pavement markings. Street light layout with anticipated control equipment shall be located along the street. Light fixtures to match the fixtures most recently used at the new construction at the NE corner of Rainbow and 47th Place (a short pedestrian style fixture). Signage type and location shall be indicated.

*We will notify necessary utilities of the proposed plans so that any anticipated upgrades can happen prior to or coinciding with the future construction.*

*The proposed design will be based on maintain the existing right-of-way width of fifty feet (50').*

*The proposed design may also include additional crosswalk(s), Rectangular Rapid Flash Beacons (RRFB) and/or raised crosswalks*

**(d) Storm Design**

To the extent possible, the design will investigate reusing the existing storm sewer pipes and structures. However, if the roadway is relocated or the width reduced, it may not be possible to reuse any or all of the pipes or inlets. All storm drainage design shall meet the requirements of the American Public Works Association (Kansas City Metro Chapter).

**(e) Sanitary Sewer Relocation**

Based on preliminary research, there appear to be no sanitary sewers in conflict with the improvements / modifications being considered at this time. We will review the proposed storm system and note any conflicts requiring rerouting of the sanitary system including cost associated with those relocations. No design of the sanitary sewers will be done in this phase.

**(f) Project Bidding**

As this is Preliminary Engineering and Estimate of Construction Costs, there will be no bidding under this agreement.

**(g) Final Design and Construction Phase Services**

Project final design and construction will be deferred to mid / late 2025 & 2026 respectively, prior to that time a change order will be prepared and submitted to provide the required biddable Construction Documents and Construction Phase services.



**Exhibit C: Fee**  
 47th Place Rehabilitation  
 City of Westwood, Kansas

Meetings & Coordination	\$	4,975.00
Preliminary Road Design	\$	15,095.00
Preliminary Storm Drainage Design	\$	6,225.00
Preliminary Estimate of Construction Costs	\$	3,700.00
<b>Sub Total</b>	<b>\$</b>	<b>29,995.00</b>
<b>Sub Consultants:</b>		
Surveying	\$	10,500.00
Preliminary Street Light Design	\$	4,500.00
Geotechnical Engineering	\$	4,000.00
Preliminary Traffic Engineering	\$	3,540.00
<b>Total</b>	<b>\$</b>	<b>52,535.00</b>

Excluded Items:

- 1 Construction Drawings
- 2 Construction Phase Services
- 3 Sanitary Sewer Relocation or Modification
- 4 Projects Bidding Services
- 5 Preparation of Easements
- 6 Landscape Architecture design
- 7 Modifications to the floodway or floodplain, letters of map revision, conditional letters of map revision, or other analysis, modeling or study of FEMA designated floodplain or floodway.
- 8 Public infrastructure improvements beyond this corridor. If the City determines that other improvements are required, Uhl Engineering shall amend this contract/scope to include the services to design said improvement.

