

LETTER AGREEMENT FOR PROFESSIONAL SERVICES (Doc. No. AE-7)

June 17, 2022

Ty Lasher City Manager City of Bel Aire Bel Aire, KS 67226

Re: Professional Engineering Services for Water and Wastewater Treatment Facility Evaluations

Dear Mr. Lasher,

In accordance with your request of June 8, 2022, we are pleased to submit our letter agreement for engineering Services on the referenced Project as follows. If acceptable, please sign where indicated and return a fully executed copy to the undersigned. Any changes you make are subject to our acceptance in writing. For purposes of this Agreement, City of Bel Aire is hereafter referred to as the CLIENT and Burns & McDonnell Engineering Company, Inc. is hereafter referred to as the CONSULTANT.

PROJECT:

CLIENT requests CONSULTANT to provide Services as set out in this Letter Agreement on the following Project.

SCOPE OF SERVICES:

The Services to be provided by CONSULTANT for CLIENT are attached to this letter as Exhibit A.

RESPONSIBILITIES OF CLIENT:

It is our understanding CLIENT will provide the following:

A. Assistance by placing at CONSULTANT's disposal all available information pertinent to the Scope of Services on this Project, including previous reports and any other data relative thereto. CONSULTANT shall rely on information made available by CLIENT as accurate without independent verification.

COMPENSATION:

- A. Amount of Payment
 - 1. For Services performed, CLIENT shall pay CONSULTANT as follows:
 - a. For time spent by personnel, payment at the hourly rates indicated in the attached "Schedule of Hourly Professional Service Billing Rates" Form UC 22-6A. Such rates include overhead and profit. The rate schedule is effective to December 31, 2022, and will be increased annually thereafter.
 - b. For photocopy, telephone, fax, normal computer usage and computer-aided drafting (CAD), and mail, a technology charge per labor hour as specified on the rate schedule in effect at the time the Service is provided.
 - c. For expenses incurred by CONSULTANT, such as authorized travel and subsistence, including airfare, food, lodging, automobile rental, commercial services, and incidental expenses, the cost to CONSULTANT.



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- d. For reproduction, company vehicle usage, and testing apparatus, amounts will be charged according to the CONSULTANT's standard rates in effect at the time the Service is provided.
- 2. Taxes: Any sales or use taxes, or their equivalent, imposed by state, local or other authorities shall be in addition to the compensation stated under "Amount of Payment."
- 3. Total payment for the Scope of Services described herein including is not to exceed one hundred seventy-eight thousand four hundred Dollars (\$ 178,400), which amount shall not be exceeded without prior written consent of CLIENT.
- 4. Statements:
 - a. Monthly statements shall be submitted by CONSULTANT to CLIENT covering Services performed and expenses incurred during preceding month.
 - b. Statements will set forth: hours worked by each person, total hours worked and total labor billing, and a summary of expenses and charges. Upon request, documentation of reimbursable expenses included in the statement will be provided.

TERMS AND CONDITIONS:

The attached Terms and Conditions for Professional Services is incorporated and made a part of this Agreement.

We appreciate the opportunity to present this Proposal. If it is acceptable, please sign and return one copy for our file.

Sincerely,

Brian Meier Managing Associate

Enclosures:

Exhibit A: Scope of Services Schedule of Hourly Professional Service Billing Rates Terms and Conditions for Professional Services

ACCEPTED:

CITY OF BEL AIRE	
Ву:	
Fitle:	
Date:	

LETTER AGREEMENT AE-7 12-19-2013