

EXHIBIT A

MODIFICATION NO. 3 TO ON-CALL AGREEMENT FOR ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES YEARLY CONTRACT (ORIGINAL RFQ NO. 2020-061) (RENEWAL 2020-061/R2) FOR THE RESOURCE RECOVERY PARK FY2023

THIS MODIFICATION NO. 3 TO ON-CALL AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter "City"), and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers (hereinafter "Engineer").

WITNESSTH:

WHEREAS, City and Engineer entered into an On-Call Agreement for Environmental Professional Engineering Services Yearly Contract (RFQ No. 2020-061) dated May 15, 2020, (hereinafter "Base Agreement"); and

WHEREAS, City and Engineer modified the Base Agreement pursuant to Modification No. 1 dated May 15, 2020, to provide engineering services for the Resource Recovery Park for FY2021; and

WHEREAS, City and Engineer further modified the Base Agreement, as amended, pursuant to Modification No. 2 dated May 18, 2021, to provide engineering services for the Resource Recovery Park for FY2022; and

WHEREAS, City and Engineer desire to further amend the Base Agreement, as amended, as provided herein; and

WHEREAS, Engineer has submitted a proposal for the amended engineering services and an estimate of engineering costs to perform said services; and

WHEREAS, the City Manager is authorized and empowered by City to execute contracts providing for professional engineering services.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto to amend the following Articles contained in the Base Agreement, as amended, as follows:

ARTICLE I SCOPE OF ON-CALL SERVICES TO BE PROVIDED BY ENGINEER

Article I of the Base Agreement, as amended, is hereby amended to specify and authorize the performance of the following additional On-Call Services:

Task 1: Closure and Post-Closure Cost Updates

Engineer will prepare the 2022 update to the closure and post-closure plans for the LSRRP sanitary landfill. These updates will include appropriate modifications to the LSRRP sanitary landfill closure and post-closure plans and update the cost estimates in

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July 2022 as required by 10 CSR 80-2.030(f)(B) 2.D. of the Missouri Solid Waste Management Law.

Task 2: Progress and Regulatory Meetings

Engineer will attend meetings at City request that may not be specifically related to other scope items.

Task 3: Closure/Post-Closure Follow-Up and Coordination

Engineer will assist the City with addressing questions related to final closure. Engineer may inspect facility and provide task list to City personnel. At City direction, Engineer may begin preliminary planning for post-closure termination, including evaluation of data necessary to be reviewed in the future.

Task 4: Engineering Contract Support

Engineer will assist the City by providing review and other information necessary to execute the third-party contract for services such as the public disposal area or the transfer station.

Task 5: Flow Meter Maintenance

Engineer will contract with George Butler Associates, Inc. to calibrate, clean, and service as necessary two Teledyne Isco 2160 Laserflow surface velocity meters at the site on a quarterly basis. Two reports will be provided to summarize the quarterly activities completed.

Task 6: Update Financial Model

Engineer will meet with the City up to two times and provide input and data to update the post-closure financial model.

Task 7: On-Call Services

Engineer will provide service as required for minor projects and reports pertaining to the LSRRP sanitary landfill operation as needed during the contract period. This work may include providing assistance for meetings with MDNR, the City Council, or the public.

Task 8: Groundwater Sampling and Reporting

Engineer will provide services associated with the semi-annual groundwater detection monitoring and reporting at the LSRRP. Sampling and reporting will be completed for the November 2022 and May 2023 events including collection of groundwater samples, data management, statistical analysis, and reporting as required by the MDNR.

Engineer will coordinate with the selected laboratory to supply appropriate bottles and sample preservatives, as necessary, and to receive samples collected by Engineer. Services provided by Engineer include subcontracting with a laboratory to perform analysis. Laboratory analytical results will be validated based upon quality assurance/quality control (QA/QC) samples collected with the standard groundwater samples during each sampling event.

Engineer will also perform statistical analyses on the laboratory data and report findings in a semi-annual report. These reports will include a summary of the sampling event, laboratory analytical results, a contour map showing the piezometric surface of the groundwater, flow rate calculations, statistical analyses, and results of the data

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validation. Monitoring and reporting activities will include sampling, testing, and analysis for Missouri Appendix I parameters.

Task 9: Leachate Sampling and Reporting

Engineer will provide services associated with the semi-annual leachate sampling and reporting at the LSRRP the November 2022 and May 2023 events. Activities will be in accordance with Little Blue Valley Sewer District Discharge Permit No. LB-2225-LS219, or applicable replacement permit. Where appropriate, Engineer will coordinate with the selected laboratory to supply appropriate bottles and sample preservatives, as necessary, and to receive samples collected by Engineer. Services provided by Engineer include subcontracting with a laboratory to perform analysis. Laboratory analytical results will be validated based upon QA/QC samples collected with the leachate samples during each sampling event.

Engineer will complete a semi-annual report for each sampling event. These reports will include a summary of the sampling event, laboratory analytical results, chain of custody, and results of the data validation.

Task 10: NPDES Sampling and Reporting (Four Events)

Engineer will provide services associated with the quarterly surface water sampling and reporting at the LSRRP for Quarters 2 and 3 2022 and Quarters 1 and 2 2023. This task includes the collection of surface water samples, data management, and reporting as required by the MDNR for Outfall #001 and #002 at the landfill detention basin.

Engineer will coordinate with the laboratory to supply appropriate bottles and sample preservatives, as necessary, and to receive samples collected by Engineer. Services provided by Engineer include subcontracting with a laboratory to perform analysis. Laboratory analytical results will be validated based upon quality assurance/quality control samples collected with the surface water samples during each sampling event.

Task 11: Air Compliance

Engineer will submit by March 31, 2023 Greenhouse Gas (GHG) calculations for the period January 1, 2022 through December 31, 2022. Data including background data and assumptions will be uploaded into eGRRT, the EPA's online program.

If necessary, Engineer will submit the annual report documenting compliance with applicable regulations for the internal combustion engine associated with the rock crusher.

Task 12: Gas System Well Monitoring, Minor Maintenance, and Other Support

Engineer will complete the landfill gas (LFG) system monitoring at the LSRRP. Activities will include monthly well field balancing of 54 LFG extraction wells and minor monthly maintenance. Engineer will upload data into a data management program and maintain an electronic database accessible by City staff for landfill gas system operational data and liquid data. On an as-needed basis, Engineer will also provide flare and LFG system troubleshooting when problems occur, and will complete system repairs as practical. In addition to as-needed repairs or maintenance, Engineer will conduct two 3-day events for the purpose of cleaning and maintaining the pneumatic pumps installed in various gas wells.

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Task 13: Terminate NPDES Permit

Engineer will coordinate with MDNR to determine if and when the NPDES permit can be terminated. If appropriate, Engineer will complete termination paperwork and supporting documentation for City signature and submit request to MDNR Water Protection Program.

**ARTICLE IV
PAYMENTS TO ENGINEER**

Article IV of the Base Agreement, as amended, is hereby amended to provide compensation to Engineer as follows:

- A. The cost of all On-Call Services covered under Article I of this Modification No. 3 shall not exceed the total sum of One Hundred Seventy-Seven Thousand Eight Hundred Dollars (\$177,800.00) without a modification to the contract.

The actual cost of all services shall be billed at the hourly rates and expenses as set forth in Exhibit A and incorporated herein by reference. The estimated budget for the work under this Modification No. 3 is identified in the table below:

	Task	FY 2023 Budget
1	Closure/Post-Closure Cost Updates	\$ 3,700
2	Progress and Regulatory Meetings	\$ 4,000
3	Closure/Post-Closure Coordination/Follow-up	\$ 4,000
4	Engineering Contract Support	\$ 7,000
5	Flow Meter Maintenance	\$ 10,000
6	Update Post-Closure Financial Model	\$ 3,500
7	On-Call Services	\$ 15,000
8	Groundwater Sampling and Reporting	\$ 49,200
9	Leachate Sampling and Reporting	\$ 8,200
10	NPDES Sampling and Reporting (four events)	\$ 6,500
11	Air Compliance	\$ 4,000
12	Gas System Monthly Monitoring, Maintenance, and Cleaning	\$ 57,700
13	Terminate NPDES Permit	\$ 5,000
		\$ 177,800

Individual task budgets for information purposes. Budget is an overall number for all tasks.

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ARTICLE VIII
ALL OTHER TERMS REMAIN IN EFFECT

All other terms of the Base Agreement, as amended, not amended by this Modification No. 3 to On-Call Agreement shall be in full force and effect.

This Modification No. 3 to On-Call Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

IN WITNESS WHEREOF, the parties have caused this Modification No. 3 to On-Call Agreement to be executed on the _____ day of _____, 2022.

CITY OF LEE'S SUMMIT, MISSOURI

Stephen A. Arbo, City Manager

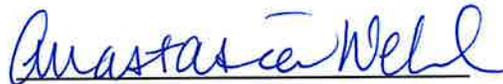
ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

Office of City Attorney

SCS ENGINEERS:



BY: Anastasia Welch

TITLE: Vice President



**Exhibit A
FY 2023 FEE SCHEDULE**

Labor Category	Rate
Senior Project Advisor.....	\$240.50
Senior Project Director.....	\$219.00
Project Director	\$203.00
Project Advisor.....	\$192.50
Senior Project Manager	\$176.50
Project Manager.....	\$160.50
Junior Project Manager.....	\$149.50
Senior Project Professional	\$139.00
Project Professional.....	\$123.00
Staff Professional.....	\$114.50
Associate Professional.....	\$107.00
Junior Professional.....	\$101.50
Technician IV	\$96.00
Technician III	\$90.50
Technician II	\$85.50
Technician I	\$74.50
Project Administrator	\$90.50
Administrative Assistant.....	\$64.00

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

General Terms:

1. Rates for expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through June 30, 2023. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 5 percent administration fee.
4. A communication fee of 1 percent of project labor will be charged for telephone, copying, postage, computer/tablet, and similar project production costs.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's

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receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney’s fees, incurred by SCS in collecting any amounts past due and owing on client’s account.

Support Vehicles

Support Vehicle	\$0.70 per mile
SCS Support Truck.....	\$40.00 per day plus \$0.70 per mile
SCS Support Truck with Trailer	\$60.00 per day plus \$0.85 per mile
SCS Utility Truck.....	\$60.00 per day plus \$0.70 per mile
Rental Vehicle	Cost plus 5%

Per Diem and Travel

Hotel, Airfare	Cost plus 5%
Full-Day Meal Allowance	\$46.00 per day
Half-Day Meal Allowance.....	\$23.00 per day

Field Equipment and Supplies

Track-mounted Geoprobe®	\$750.00 per day
All Terrain Vehicle (ATV/UTV)	\$75.00 per day
Field Sampling Trailer.....	\$350.00 per day
GPS Surveying System	\$225.00 per day
Total Station Survey Equipment	\$120.00 per day
Misc. Survey Tools/Equipment.....	\$10.00 per day
Nuclear Density Gauge.....	\$100.00 per day
Photoionization Detector (PID)	\$100.00 per day
Water Level Indicator (≤300 foot)	\$30.00 per day
Oil/Water Interface Probe	\$60.00 per day
pH/Temperature/Conductivity Meter (for water)	\$20.00 per day
Peristaltic Pump.....	\$40.00 per day
Hand Augers (10-foot).....	\$15.00 per day
Hand-held GPS Unit.....	\$25.00 per day
Generator	\$75.00 per day
Air Compressor (5 gallon).....	\$25.00 per day
Electro fusion Machine	\$120.00 per day
Flow-Thru Multi-Parameter Meter.....	\$150.00 per day
Turbidimeter	\$35 per day
Composite Sampler	\$75 per day
QED Pump Controller.....	\$100 per day
GEM 2000.....	\$150 per day
Flow Probe (15-foot).....	\$15 per day
Expendable Equipment, Supplies & Rentals	Cost + 5%

Note: The rates shown above are effective through June 30, 2023 and are subject to revision.