

Exhibit 1

MODIFICATION NO. 5 TO ON-CALL AGREEMENT FOR ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES YEARLY CONTRACT (ORIGINAL RFQ NO. 2020-061) (RENEWAL 2020-061/R3) FOR ENVIRONMENTAL SUPPORT SERVICES – MARKET PLAZA REDEVELOPMENT AREA DEMOLITION

THIS MODIFICATION NO. 5 TO ON-CALL AGREEMENT is made and entered into this _____ day of _____, 2023, 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, 3 and 4 dated May 18, 2021, August 9, 2022, and May 16, 2023 to provide engineering services for the Resource Recovery Park for FY2022, FY2023, and FY2024; 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:

Attached as part of Exhibit A

**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. 5 shall not exceed the total sum of One Hundred Sixty-Eight Thousand Eight Hundred Seventy- Two Dollars and 50 Cents (\$168,872.50) 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 B** and incorporated herein by reference.

**ARTICLE VIII
ALL OTHER TERMS REMAIN IN EFFECT**

All other terms of the Base Agreement, as amended, not amended by this Modification No. 5 to On-Call Agreement shall be in full force and effect.

This Modification No. 5 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. 5 to On-Call Agreement to be executed on the _____ day of _____, 2023.

CITY OF LEE'S SUMMIT, MISSOURI

Mark Dunning, City Manager

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

Office of City Attorney

SCS ENGINEERS:

Anastasia Welch

BY: Anastasia Welch

TITLE: Vice President

Exhibit A

SCS ENGINEERS

Environmental Consultants & Contractors

September 28, 2023
File No. 27222351.00

Mr. David Lohe
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

Via email: david.lohe@cityofls.net

**Subject: Proposal for Environmental Support Services
Market Plaza Redevelopment Area Demolition
Lee's Summit, Missouri**

Dear Dave:

We are excited to continue to support you, your team, and the City of Lee's Summit (City) with the Market Plaza Redevelopment project. As discussed in our previous meetings and calls, we have extensive experience with this project starting with environmental investigations in 2019 and continuing through technical scoping for abatement and site clearing activities. We are prepared to support you and your team as you execute this project. Our focus will be to maintain compliance with applicable regulations related to asbestos, lead-based paint, and heavy metal soil remedial efforts.

We are familiar with the planned approach and schedule that was developed by McCownGordan Construction (MGC), Lane4 Property Group (Lane4), and the City. We have identified the following support tasks needed to complete structural abatement, building demolition, and earthwork activities in the Market Plaza project area. These tasks extend through project procurement, abatement, demolition, and earthwork activities. Our proposed project tasks are dependent upon the estimated project schedule provided by MGC.

SCOPE OF SERVICES

Task 1: Provide Technical Specifications

SCS will provide input regarding abatement contractor procedures and information regarding contractor work practices, permitting, and waste disposal requirements as relates to abatement of asbestos, lead-based paint, and hazardous materials. Documentation regarding acceptable procedures will be reviewed and documented in the project file.

Task 2: Pre-Construction Coordination and Kick-Off Meeting

SCS is prepared to provide pre-construction support and participate in a project kick-off meeting with the awarded contractor(s). Pre-construction support includes:

- Review of contractor submittals, if needed
- Answer questions relating to planned abatement, demolition, or earthwork activities

- Coordinate SCS oversight staff
- Review contractor staff training and certifications

Task 3: Abatement Oversight and Sampling

SCS will provide one field technician during interior abatement and exterior abatement/demolition activities. Activities include:

- Daily abatement contractor oversight during interior abatement (201/203) and exterior abatement/demo (205 roof/walls)
- Ambient phase contrast microscopy (PCM) air sampling surrounding abatement/demolition activities with laboratory sample analysis by NIOSH Method 7400. Inclusive of 4 PCM air samples and two PCM blank samples daily

We have assumed based on the MCG proposed schedule that the abatement oversight and sampling will occur within a 10-day period.

Task 4: Abatement Closeout Report

Following completion of abatement activities, SCS will provide a final abatement closeout report summarizing the abatement portion of this project. The report will include:

- A summary narrative of the abatement contractor activities
- Laboratory analytical data (asbestos and lead)
- Photographic documentation
- Daily logs of oversight activities
- Abatement contractor waste disposal documentation

This report will be submitted to the project team within 30 days following completion of the abatement activities.

Task 5: Soil Management Plan

To guide MCG and Lane4 as they proceed with development of the property, SCS will provide a Soil Management Plan detailing how to manage the soils that are exposed, excavated, or otherwise disturbed during construction activities. The plan includes:

- Description of known locations of regulated materials in the soil
- Description of planned construction activities in the locations where regulated material may be encountered
- Environmental oversight program supporting the planned construction activities
- Process for managing potentially impacted soil encountered during construction activities

We will work with MCG during development of the Soil Management Plan to ensure we fully understand their construction schedule and plans and can develop a plan that minimizes impacts to their daily operations. We anticipate a couple of meetings on site with the City, SCS, and MCG will be necessary.

Task 6: Pre-Demolition/Earthwork Coordination and Kick-Off Meeting

SCS will provide pre-demolition/earthwork support and participate in a kick-off meeting with the awarded contractor. Pre-demolition support includes:

- Review contractor submittals, if necessary
- Answer questions relating to soil management during demolition or earthwork activities
- Coordinate staff
- Review staff training

This task may be combined with Task 2 above, if the same contractor performing abatement is conducting demolition and earthwork.

Task 7: Demolition Sampling and Earthwork Oversight

SCS will provide one field technician during on-site earthwork activities. Their activities on site will include:

- Soil disturbance oversight
- Daily onsite screening of soils with an XRF to assess RCRA 8 metals concentrations
- Collect two toxicity characteristic leaching procedure (TCLP) soil samples for waste classification and disposal purposes
- Collect one TCLP sample of demolition debris for waste classification and disposal purposes
- Direction with soil segregation and stockpiling for later disposal

SCS will review data and observe soil management activities to document appropriate handling. We will obtain copies of any disposal records for future documentation. Testing data will be shared with the City and MCG as close to real-time as possible so everyone is clear on soil management requirements during the process.

We have assumed 40 days of oversight (10-hour days) based on MCG's proposed schedule.

Task 8: Summary Report

SCS will provide a project closeout summary report documenting this project. The closeout report will include:

- Project narrative of abatement, demolition, and earthwork activities
- Daily logs of demolition/earthwork oversight activities
- Analytical data associated with abatement and soil disposal
- Photographic documentation of abatement, demolition, and earthwork activities
- Waste disposal documentation

The report will be submitted to the project team within 30 days of completion of earthwork activities.

Task 9: As-Needed Support

SCS is prepared to provide support for execution of the project beyond the tasks noted above, if needed and requested. We can be involved in any number of tasks, at your request. Some support functions we can provide include:

- Review contractor qualifications and make recommendations
- Participate in review or brainstorming meetings
- Answer questions during bid process
- Answer questions during abatement or earthwork activities
- Conduct site visits to observe activities
- Participate in project coordination meetings or Council updates

Our professionals have experience in the process, hurdles, factors, and progression of redevelopment projects and are ready to be a resource for questions, opinions, examples, options, etc., as the team maneuvers through the Market Plaza project preparation and implementation.

Task 10: Weekly Meetings

If they are conducted as part of the project, SCS will participate in weekly project status update meetings to maintain lines of communication and track project progress and oversight schedules and involvement. We have assumed most meetings will be in person, with a total of 20 meetings. The project manager will attend all 20 meetings, and the project support staff and project director will attend about half of the meetings.

ESTIMATED FEES

The fees to complete the scope of services Tasks are budgeted and summarized below.

Task		Fee
Task 1	Provide Technical Specifications	\$5,471.50
Task 2	Pre-Construction Coordination and Kick-Off Meeting	\$3,683.00
Task 3	Abatement Oversight and Sampling	\$23,098.00
Task 4	Abatement Closeout Report	\$6,468.00
Task 5	Soil Management Plan	\$10,439.00
Task 6	Pre-Demolition/Earthwork Coordination and Kick-Off Meeting	\$3,473.00
Task 7	Demolition Sampling and Earthwork Oversight	\$81,996.00
Task 8	Summary Report	\$7,761.00
Task 9	As-Needed Support	\$10,818.00
Task 10	Weekly Meetings	\$15,665.00
Project Total		\$168,872.50

Many tasks are based on the estimated construction schedule provided by MGC and could change depending on construction activities. Task 6 may be incorporated into Task 2 if the demolition/earthwork contractor is the same as in Task 2.

SCS will only bill for actual work completed. We will bill on a monthly basis and communicate with you if/when we near the budget. SCS will complete project work in accordance with the approved City contract rates provided in 2020-061-R3 Renewal No. 3. A project cost summary is provided for your review in Attachment A.

SCS appreciates the opportunity to submit this proposal and we look forward to our continued work on this development project to support both you and the City. Please feel free to contact us at the numbers below if you have questions or would like to discuss in more detail.

Sincerely,



Anastasia Welch, P.E.
Vice President
SCS Engineers
913-302-0001



Mike Dustman
Senior Project Manager
SCS Engineers
913-749-0719

aw/md

Attachment: Cost Summary

**Exhibit B
FY 2024 FEE SCHEDULE**

Labor Category	Rate
Senior Project Advisor.....	\$252.50
Senior Project Director.....	\$230.00
Project Director	\$213.00
Project Advisor.....	\$202.00
Senior Project Manager.....	\$185.50
Project Manager.....	\$168.50
Junior Project Manager.....	\$157.00
Senior Project Professional	\$146.00
Project Professional	\$129.00
Staff Professional.....	\$120.00
Associate Professional.....	\$112.00
Junior Professional.....	\$106.50
Technician IV	\$100.50
Technician III	\$95.00
Technician II	\$89.50
Technician I	\$78.00
Project Administrator	\$95.00
Administrative Assistant.....	\$67.00

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, 2024. 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

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%