ONE-YEAR RENEWAL FOR ON-CALL AGREEMENT FOR ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES YEARLY CONTRACT (ORIGINAL RFQ NO. 2017-307) (RENEWAL 2017-307/R1) AND MODIFICATION NO. 2 TO AGREEMENT

THIS RENEWAL OF ON-CALL AGREEMENT FOR ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES and MODIFICATION NO. 2 TO AGREEMENT is hereby made by 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").

WITNESSETH:

WHEREAS, City entered into the above referenced On Call Agreement dated June 12, 2017, for Environmental Professional Engineering Services Yearly Contract (RFQ NO. 2017-307) (the "Agreement"); and

WHEREAS, the Agreement was for a term of one year, from July 1, 2017 to June 30, 2018, with two one-year renewal options; and

WHEREAS, City and Engineer desire to renew the Agreement for a period of one year as stated below;

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto as follows:

- 1. City hereby exercises its option to renew the Agreement for a period commencing on July 1, 2018, and ending on June 30, 2019;
- 2. In accordance with Article V of the Agreement the City authorizes an increase in billing rates aligned with the Employment Cost Index, Wages and Salaries for Professional, Scientific and Technical Services published by the U.S. Department of Labor, Bureau of Labor Statistics for the period ending December 2017, and which is reflected in the attached Fee Schedule (Attachment A), and
- 3. Both parties agree that all terms of the Agreement and Modification No. 2 shall continue in full force and effect for the term of this renewal period.

THIS RENEWAL OF AGREEMENT and MODIFICATION NO. 2 TO 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 Agreement to be executed on this day of ______, 2018.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Nancy K. Yandes Chief Council of Infrastructure and Planning, Office of City Attorney

SCS ENGINEERS

BY: Anastasia Welch

TITLE: Vice President

ATTEST:

03/20/2018

Attachment A

SCS ENGINEERS

FY 2019 STANDARD FEE SCHEDULE

| Labor Category | Rate |
|-----------------------------|-------|
| Senior Project Advisor | \$216 |
| Senior Project Director | |
| Project Director | |
| Project Advisor | |
| Senior Project Manager | |
| Project Manager | |
| Senior Project Professional | |
| Project Professional | |
| Staff Professional | |
| Associate Professional | |
| Designer | |
| CADD/Graphics | |
| Senior Technician | |
| Technician | |
| Project Administrator | |
| Administrative Assistant | |

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 Principals, 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, 2019. 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, IT, 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.

SCS ENGINEERS

FY 2019 STANDARD FEE SCHEDULE

| Printing Services | | |
|---|------------------|--|
| 24-inch by 36-inch plots | \$25.00 each | |
| 36-inch by 48-inch plots | | |
| Additional Report Copies (varies depending on report) | | |
| Support Vehicles | | |
| Support Vehicle | \$0.70 per mile | |
| SCS Support Truck\$40.00 pt | - | |
| SCS Support Truck with Trailer\$60.00 pe | | |
| SCS Utility Truck\$60.00 pe | | |
| Rental Vehicle | • | |
| Per Diem and Travel | • | |
| Hotel, Airfare | Cost plus 50/ | |
| Fuli-Day Meal Allowance | • . | |
| Half-Day Meal Allowance | • • | |
| · | \$25.00 per day | |
| Field Equipment and Supplies | | |
| Track-mounted Geoprobe® | | |
| All Terrain Vehicle (ATV/UTV) | | |
| Field Sampling Trailer | | |
| GPS Surveying System | | |
| Total Station Survey Equipment | | |
| Misc. Survey Tools/Equipment | | |
| 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 | |
| Measuring Tape/Wheel | \$5.00 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 | |
| Digital Camera | \$10 per day | |
| Expendable Equipment, Supplies & Rentals | | |
| Note: The rates shown above are effective through June 30, 2019 and are subject to revision thereafter. | | |