MODIFICATION NO. 4 TO ON-CALL AGREEMENT FOR ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES YEARLY CONTRACT (ORIGINAL RFQ NO. 2017-307, RENEWAL 2017-307/R1) FOR THE RESOURCE RECOVERY PARK

THIS MODIFICATION NO. 4 is made to the On Call Agreement for Environmental Professional Engineering Services Yearly Contract (RFQ No. 2017-307) ("Agreement") 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") to authorize performance of the following On-Call Services:

Task 10: Semiannual Groundwater Monitoring and Reporting

Engineer will provide services associated with the semi-annual groundwater detection monitoring and reporting at the LSRRP. Activities will include reporting of November 2018 event, including data management, statistical analysis, and reporting as required by the MDNR. Sampling and reporting will be completed for the May 2019 event 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 validation. Monitoring and reporting activities will include sampling, testing, and analysis for Missouri Appendix I parameters.

Task 11: Semi-Annual Leachate Sampling and Reporting

Engineer will provide services associated with the semi-annual leachate sampling and reporting at the LSRRP for sample reporting of November 2018 event and both sampling and reporting for May 2019 event. Activities will be in accordance with Little Blue Valley Sewer District Discharge Permit No. LB-0912-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 12: Quarterly Surface Water Sampling and Reporting Engineer will provide services associated with the quarterly surface water sampling and reporting at the LSRRP for Quarter 4 2018 and Quarters 1 and 2 2019. 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 13: Air Compliance

Engineer will complete the Emissions Inventory Questionnaire (EIQ) (due April 1, 2019). Engineer will be responsible for completing applicable forms relating to the EIQ and determining the resulting fee to be paid to the MDNR. Engineer is not responsible for paying the resulting fee.

Engineer will submit Annual Compliance Certification (ACC) and Semi-Annual Monitoring (SAM) Reports. The ACC and SAM Report will be submitted by April 1, 2019 for the annual period January through December 2018 as well as the semi-annual period July 1, 2018 through December 31, 2018 (compliance information to be provided by Summit Waste Systems).

Engineer will submit by March 31, 2019 Greenhouse Gas (GHG) calculations for the period January 1, 2018 through December 31, 2018. 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 14: Gas 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 43 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.

Task 15: Annual Gas and Leachate Activities Summary Report

Engineer will prepare an annual report documenting landfill gas control and leachate extraction efforts at the site, and prepare an updated site map documenting any changes to piping or other infrastructure at the site to document tasks completed and modifications that occurred during the previous calendar year.

The total fees (hourly fees and expenses) for the On-Call Services added by this Modification No. 4 shall not exceed the total sum of ninety-four thousand, two hundred seventy-five dollars (\$94,275.00) without a modification to the contract. The estimated budget for the work under this Modification No. 4 is identified in the table below.

On-Call Services added by this Modification No. 4 will be billed hourly at the rates set forth in Attachment A of Modification No. 2 to the Agreement. Expenses incurred to provide such On-Call Services shall also be billed as set forth in Attachment A of Modification No. 2.

Task 10	Semiannual Groundwater Monitoring and Reporting	\$39,600
Task 11	Semi-Annual Leachate Sampling and Reporting	\$6,600
Task 12	Quarterly Surface Water Sampling and Reporting	\$4,875
Task 13	Air Compliance	\$8,000
Task 14	Gas Well Monitoring, Minor Maintenance, and Other Support	\$28,200
Task 15	Annual Gas and Leachate Activities Summary Report	\$7,000
	Tasks 10 through 15	\$94,275

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _ day of _____ 2018.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

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

SCS ENGINEERS:

BY: <u>Anastasia Welch</u>

TITLE: Vice President

ATTEST: