#### MODIFICATION NO. 7 TO ON-CALL AGREEMENT FOR ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES YEARLY CONTRACT (ORIGINAL RFQ NO. 2017-307, RENEWAL 2017-307/R2) FOR THE RESOURCE RECOVERY PARK

**THIS MODIFICATION NO. 7** 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 1: Closure and Post-Closure Cost Estimate Updates

Engineer will prepare the 2019 update to the closure and post-closure cost estimates for the LSRRP sanitary landfill. The cover letter will address the closure work that will be in progress. The updated cost estimates will be completed in August 2019 per 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 monthly and other meetings at City request that may not be specifically related to other scope items.

## Task 3: Engineering Contract Support

Engineer will assist the City in managing contracts with third-party contractors by providing review or input as needed and requested.

### Task 4: Flow Meter Maintenance

Engineer will coordinate calibration, cleaning, and servicing of two Teledyne Isco 2160 Laserflow surface velocity meters at the site on a quarterly basis. A report will be provided to summarize the activities completed on a semiannual basis.

### Task 5: Update Closure/Post-Closure 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 6: Semiannual Groundwater Monitoring 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 2019 and May 2020 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 validation. Monitoring and reporting activities will include sampling, testing, and analysis for Missouri Appendix I parameters.

### Task 7: Semi-Annual Leachate Sampling and Reporting

Engineer will provide services associated with the semi-annual leachate sampling and reporting at the LSRRP during the November 2019 and May 2020 events. 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 8: Quarterly Surface Water Sampling and Reporting

Engineer will provide services associated with the quarterly surface water sampling and reporting at the LSRRP for Quarter 3 and 4 2019 and Quarters 1 and 2 2020. 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 9: Air Compliance

Engineer will complete the Emissions Inventory Questionnaire (EIQ) (due April 1, 2020). 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, 2020 for the annual period January through December 2010 as well as the semi-annual period July 1, 2019 through December 31, 2019.

Engineer will submit by March 31, 2020 Greenhouse Gas (GHG) calculations for the period January 1, 2019 through December 31, 2019. 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 10: 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 up to 55 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 asneeded 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 11: 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.

### Task 12: NPDES Renewal

Engineer will prepare a permit application for renewal of the Operating Permit allowing surface water discharge from the landfill storm water pond. The City will cover permit renewal fees (if any). The permit renewal will be submitted no later than April 3, 2020 (180 days prior to existing permit expiration).

## Task 13: On-Call Services

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

The total fees (hourly fees and expenses) for the On-Call Services added by this Modification No. 7 shall not exceed the total sum of one hundred eighty-three thousand eight hundred dollars (\$183,800.00) without a modification to the contract. The estimated budget for the work under this Modification No. 7 is identified in the table below:

On-Call Services added by this Modification No. 7 will be billed hourly at the rates set forth in Attachment A of Modification No. 6 to the Agreement. Expenses incurred to provide such On-Call Services shall also be billed as set forth in Attachment A of Modification No. 6.

Task 1	Closure/Post-Closure Cost Estimate Updates	\$3,700.00
Task 2	Progress and Regulatory Meetings	\$8,000.00
Task 3	Engineering Contract Support	\$5,000.00
Task 4	Flow Meter Maintenance	\$7,000.00
Task 5	Update Closure/Post-Closure Financial Model	\$3,500.00
Task 6	Semiannual Groundwater Monitoring and Reporting	\$49,200.00
Task 7	Semi-Annual Leachate Sampling and Reporting	\$8,200.00
Task 8	Quarterly Surface Water Sampling and Reporting	\$6,500.00
Task 9	Air Compliance	\$8,000.00
Task 10	Gas Well Monitoring, Minor Maintenance, and Other Support	\$57,700.00
Task 11	Annual Gas and Leachate Activities Summary Report	\$7,000.00
Task 12	NPDES Renewal	\$5,000.00
Task 13	On-Call Services	\$15,000.00
	Tasks 1 through 13	\$183,800.00

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 \_\_\_\_\_\_ 2019.

#### **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:

Cenastasia Welch

BY: Anastasia Welch

TITLE: Vice President

ATTEST: