ONE-YEAR RENEWAL FOR ON-CALL AGREEMENT FOR ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES YEARLY CONTRACT (ORIGINAL RFQ NO. 2017-307) (RENEWAL 2017-307/R2) AND MODIFICATION NO. 6 TO AGREEMENT

THIS RENEWAL OF ON-CALL AGREEMENT FOR ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES and MODIFICATION NO. 6 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 renewed the Agreement for a term of one year, from July 1, 2018 to June 30, 2019 (2017-307/R1);

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, 2019, and ending on June 30, 2020;
- 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 2018, 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. 6 shall continue in full force and effect for the term of this renewal period.

THIS RENEWAL OF AGREEMENT and MODIFICATION NO. 6 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 p	oarties have cau	sed this Agreem	ent to be execute	ed on this
4 day of MM	, 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

BY: Anastasia Welch

TITLE: Vice President

ATTEST:

03/20/2018

Attachment A

SCS ENGINEERS

FY 2020 STANDARD FEE SCHEDULE

Labor Category	Rate
Senior Project Advisor	\$222
Senior Project Director	\$196
Project Director	\$180
Project Advisor	
Senior Project Manager	
Project Manager	
Senior Project Professional	\$132
Project Professional	\$116
Staff Professional	\$100
Associate Professional	\$90
Designer	\$79
CADD/Graphics	\$69
Senior Technician	\$79
Technician	\$64
Project Administrator	\$79
Administrative Assistant	\$58

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, 2020. 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 2020 STANDARD FEE SCHEDULE

Printing Services				
24-inch by 36-inch plots	\$25.00 each			
36-inch by 48-inch plots	\$25.00 each			
Additional Report Copies (varies depending on rep	ort)\$25.00 - \$50.00 per report			
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Support Vehicles Support Vehicle	\$0.70 may mile			
SCS Support Truck				
SCS Lititist Truck				
SCS Utility Truck				
Rental Vehicle	Cost plus 5%			
Per Diem and Travel				
Hotel, Airfare				
Full-Day Meal Allowance	- · · ·			
Half-Day Meal Allowance	\$23.00 per day			
Field Equipment and Supplies				
Track-mounted Geoprobe®	\$750.00 per day			
All Terrain Vehicle (ATV/UTV)				
Field Sampling Trailer				
GPS Surveying System	<u>. </u>			
Total Station Survey Equipment	-			
Misc. Survey Tools/Equipment				
Nuclear Density Gauge				
Photoionization Detector (PID)				
Water Level Indicator (≤300 foot)				
Oil/Water Interface Probe				
pH/Temperature/Conductivity Meter (for water)				
Peristaltic Pump				
Hand Augers (10-foot)				
Measuring Tape/Wheel				
Hand-held GPS Unit				
Generator	• •			
Air Compressor (5 gallon)	<u>-</u> •			
Electro fusion Machine				
Flow-Thru Multi-Parameter Meter				
Turbidimeter	•			
Composite Sampler				
QED Pump Controller	• •			
GEM 2000	• •			
Flow Probe (15-foot)	• •			
Digital Camera				
Expendable Equipment, Supplies & Rentals				