

**MODIFICATION NO. 1 TO ON-CALL AGREEMENT FOR
ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES YEARLY CONTRACT
(ORIGINAL RFQ NO. 2020-061)
FOR THE RESOURCE RECOVERY PARK**

THIS MODIFICATION NO. 1 is made and entered into this ____ day of _____, 2020, 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").

WITNESSETH:

WHEREAS, City and Engineer entered into an On Call Agreement for Environmental Professional Engineering Services Yearly Contract (RFQ No. 2020-061) ("Base Agreement"); and

WHEREAS, City and Engineer desire to amend the provisions of the Base Agreement as provided herein; and

WHEREAS, City and Engineer desire to modify Article I of the Base Agreement to specify and authorize the performance of certain On-Call Services.

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

**ARTICLE I
SCOPE OF ON-CALL SERVICES TO BE PROVIDED BY ENGINEER**

Article I of the Base Agreement is hereby amended to specify and authorize the performance of the following On-Call Services:

Task 1: Closure and Post-Closure Cost Updates

Engineer will prepare the 2020 update to the closure and post-closure plans for the LSRRP sanitary landfill. These updates will include appropriate modifications to the LSRRP sanitary landfill closure and post-closure plans and update the cost estimates in July 2020 as required by 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 meetings at City request that may not be specifically related to other scope items.

Task 3: Closure/Post-Closure Follow-Up and Coordination

Engineer will assist the City with addressing questions related to final closure. Engineer may inspect facility and provide task list to City personnel. At City direction, Engineer may begin preliminary planning for post-closure termination, including evaluation of data necessary to be reviewed in the future.

Task 4: Engineering Contract Support

Engineer will assist the City by providing review and other information necessary to execute the third-party contract for services such as the public disposal area or the transfer station.

Task 5: Flow Meter Maintenance

Engineer will contract with George Butler Associates, Inc. to calibrate, clean, and service as necessary two Teledyne Isco 2160 Laserflow surface velocity meters at the site on a quarterly basis. Two reports will be provided to summarize the quarterly activities completed.

Task 6: Update 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 7: On-Call Services

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

Task 8: Groundwater Sampling 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 2020 and May 2021 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 9: Leachate Sampling and Reporting

Engineer will provide services associated with the semi-annual leachate sampling and reporting at the LSRRP the November 2020 and May 2021 events. Activities will be in accordance with Little Blue Valley Sewer District Discharge Permit No. LB-1821-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 10: Quarterly Surface Water Sampling and Reporting

Engineer will provide services associated with the quarterly surface water sampling and reporting at the LSRRP for Quarters 2 and 3 2020 and Quarters 1 and 2 2021. 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 11: Air Compliance

Engineer will complete the Emissions Inventory Questionnaire (EIQ) (due April 1, 2021). 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, 2021 for the annual period January through December 2020 as well as the semi-annual period July 1, 2020 through December 31, 2020 (compliance information to be provided by City).

Engineer will submit by March 31, 2021 Greenhouse Gas (GHG) calculations for the period January 1, 2020 through December 31, 2020. 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 12: Gas System 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 54 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.

Engineer will contract with John Zinc to provide additional service and maintenance during Fiscal Year 2021. The repairs and maintenance to be provided by John Zinc include the following:

- Programmable logic controller (PLC) and Operator Interface Panel (OIP) replacement
- Provide PLC spare parts
- Replace two thermocouples
- Replace main gas block valve
- Replace pilot gas solenoid and ignition transformer
- Clean demister pad
- Install gauges as needed

Task 13: Little Blue Valley Sewer District Permit Renewal

The current permit allows discharge of leachate, landfill gas condensate, scale house sanitary wastewater, compost contact water, and contact water from the public disposal area to the Little Blue Valley Sewer District (LBVSD) and expires August 21, 2021. The renewal application is due no later than February 22, 2021. Engineer will prepare the permit renewal application in accordance with LBVSD requirements and available information.

Task 14: NPDES Permit Renewal Review

MDNR will likely issue a draft NPDES permit after July 1, 2020 and detailed review will be required to ensure the permit requirements can be met. Engineer will coordinate permit review and finalization with MDNR keeping in mind closure activities and the upcoming permit termination upon closure of the facility.

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

Article IV-A. of the Base Agreement is hereby amended to incorporate the following:

The cost of all On-Call Services added under Article I of this Modification No. 1 shall be billed hourly at the rates set forth in Exhibit A to the Base Agreement. Expenses incurred to provide such On-Call Services shall also be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the On-Call Services added under Article 1 of this Modification No. 1 shall not exceed the total sum of two hundred thirty-two thousand three hundred dollars (\$232,300.00). The total fees (hourly fees and expenses) for each task shall not exceed the amount identified in the table below:

	FY 2021 Task	Budget
1	Closure/Post-Closure Cost Updates	\$ 3,700
2	Progress and Regulatory Meetings	\$ 8,000
3	Closure/Post-Closure Follow-up and Coordination	\$ 8,000
4	Engineering Contract Support	\$ 10,000
5	Flow Meter Maintenance	\$ 7,000
6	Update Financial Model	\$ 3,500
7	On-Call Services	\$ 15,000
8	Groundwater Sampling and Reporting	\$ 49,200
9	Leachate Sampling and Reporting	\$ 8,200
10	Quarterly Surface Water Sampling and Reporting	\$ 6,500
11	Air Compliance	\$ 8,000
12	Gas System Well Monitoring, Minor Maintenance, and Other Support	\$ 97,700
13	Little Blue Valley Sewer District Permit Renewal	\$ 5,000
14	NPDES Permit Renewal Review	\$ 2,500
	Contract Total	\$ 232,300

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

The parties agree that all other terms and conditions of the Base Agreement not amended by this Modification No. 1 shall remain in full force and effect.

THIS MODIFICATION NO. 1 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 the ____ day of _____ 2020.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

Nancy K. Yendez
Chief Counsel of Infrastructure and Planning
Office of City Attorney

SCS ENGINEERS:

Anastasia Welch

BY: Anastasia Welch

TITLE: Vice President