

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
WITH SCS ENGINEERS FOR REGULATORY COMPLIANCE SERVICES  
BURLINGAME LANDFILL  
FY 2021-2022**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Burlingame, State of California, herein called the "City", and **SCS ENGINEERS** engaged in providing **PROFESSIONAL REGULATORY COMPLIANCE SERVICES** services herein called the "Consultant".

**RECITALS**

- A. The City is considering conducting activities for consultant engineering services for regulatory compliance services for the Burlingame Landfill.
- B. The City desires to engage a professional engineering consultant to provide regulatory compliance services because of Consultant's experience and qualifications to perform the desired work, described in Exhibit A.
- C. The Consultant represents and affirms that it is qualified and willing to perform the desired work pursuant to this Agreement.

**AGREEMENTS**

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. Scope of Services. The Consultant shall provide professional engineering services such as landfill post-closure operation, monitoring maintenance, engineering, water quality monitoring, sampling, analysis, reporting and regulatory compliance support services for the landfill gas collection, flare, and monitoring systems at Burlingame Landfill, Bayside Park, and Crowne Plaza Hotel, and as detailed in "Scope of Services" of the attached Exhibit A of this agreement.
- 2. Time of Performance. The services of the Consultant are to commence upon the execution of this Agreement with completion of all work by June 30, 2022.
- 3. Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for

Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. Consultant shall maintain a City of Burlingame business license.

4. Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
5. Information/Report Handling. All documents furnished to Consultant by the City and all reports and supportive data prepared by the Consultant under this Agreement are the City's property and shall be delivered to the City upon the completion of Consultant's services or at the City's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the City to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before such release. The City acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and City's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at City's risk, unless Consultant expressly consents to such use in writing. City further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.
6. Compensation. Compensation for Consultant's professional services shall not exceed \$118,500; and payment shall be based upon City approval of each task.

Billing shall include current period and cumulative expenditures to date and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for City review, even if only in partial or draft form.

7. Availability of Records. Consultant shall maintain the records supporting this billing for not less than three (3) years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the City at the Consultant's offices during business hours upon written request of the City.

8. Project Manager. The Project Manager for the Consultant for the work under this Agreement shall be Daniel Pelikan, Senior Project Professional .
9. Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the City.
10. Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To City:                      Art Morimoto  
                                     Assistant Public Works Director  
                                     City of Burlingame  
                                     501 Primrose Road  
                                     Burlingame, CA 94010

To Consultant:            Daniel Pelikan, E.I.T.  
                                     Senior Project Professional  
                                     SCS Engineers  
                                     4683 Chabot Drive, Suite 200  
                                     Pleasanton, CA 94566

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to City.

11. Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the City. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to City employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement.

Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

12. Conflict of Interest. Consultant understands that its professional responsibilities is solely to the City. The Consultant has and shall not obtain any holding or interest within the City of Burlingame. Consultant has no business holdings or agreements with any individual member of the Staff or management of the City or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the City in the subject of this Agreement, and it shall immediately disassociate itself from such an interest should it discover it has done so and shall, at the City's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify City of this employment relationship, and shall, at the City's sole discretion, sever any such employment relationship.
13. Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.
14. Insurance.
  - A. Minimum Scope of Insurance:
    - i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: One million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury, personal injury and property damage in a form at least as broad as ISO Occurrence Form CG 0001.

- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than two million dollars (\$2,000,000) each claim/aggregate sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.
- iv. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

B. General and Automobile Liability Policies:

- i. The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. The endorsement providing this additional insured coverage shall be equal to or broader than ISO Form CG 20 10 11 85 and must cover joint negligence, completed operations, and the acts of subcontractors. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be endorsed to be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
    - iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - C. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.
  - D. All Coverages: Each insurance policy required in this item shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice by mail, has been given to the City (10 days for non-payment of premium). Current certification of such insurance shall be kept on file at all times during the term of this agreement with the City Clerk.
  - E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-:VII and authorized to do business in the State of California.
  - F. Verification of Coverage: Upon execution of this Agreement, Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. All certificates and endorsements are to be received and approved by the City before any work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
15. Indemnification. To the fullest extent permitted by law, Consultant shall save, keep and hold harmless indemnify and defend the City, its officers, employees, authorized agents and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity, including but not limited to attorneys' fees, that may at any time arise, result from, relate to, or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which

arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant. This provision shall not apply if the damage or injury is caused by the sole negligence, active negligence, or willful misconduct of the City, its officers, agents, employees, or volunteers.

16. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
17. Governing Law. This Agreement, regardless of where executed, shall be governed by and construed under the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of San Mateo.
18. Termination of Agreement. The City and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen (15) days written notice of termination. In the event of termination, the Consultant shall deliver to the City all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, City shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the City bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
19. Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the City and the Consultant.
20. Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, as well as costs not to exceed \$7,500 in total.
21. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the Agreement between the City and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this

Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date indicated on page one (1).

City of Burlingame

“Consultant”

By \_\_\_\_\_  
Lisa K. Goldman  
City Manager

\_\_\_\_\_  
SCS Engineers:  
Print Name:  
Title:

Approved as to form:

\_\_\_\_\_  
City Attorney – Michael Guina

ATTEST:

\_\_\_\_\_  
City Clerk - Meaghan Hassel-Shearer



May 17, 2021  
File No. 01201235.15

Mr. Art Morimoto  
City of Burlingame  
Department of Public Works  
501 Primrose Road  
Burlingame, California 94010

Subject: Agreement for Professional Engineering and Regulatory Compliance Services,  
Burlingame Landfill, Burlingame, California

Dear Art:

This letter confirms our interest in extending the term of the subject agreement between SCS Engineers (SCS) and the City, dated July 11, 2017. The new agreement term would extend for one year, from July 1, 2021 through June 30, 2022. We understand the City will issue formal authorization via a new purchase order.

SCS will provide landfill post-closure operation, monitoring, engineering and regulatory compliance support services for the Burlingame Landfill. Specific activities and task budgets will be as described in the attached Scope of Work (intended to serve as "Exhibit A" to the contract).

The overall budget amount is **\$118,500**. Budget set-asides for non-routine investigations and engineering support (Tasks 3 and 4), are based on current budgets established by the City. We have removed the previous year's task for a landfill gas flare source test, which will be completed under the current 2020-2021 contract extension agreement. A non-routine cost to update the Final Closure and Post-Closure Maintenance Plan Update has been added to Task 4. Other task amounts have remained the same as the Fiscal Year 2020 - 2021 budget amounts in the current contract.

SCS appreciates this opportunity to be of continued service to the City of Burlingame. If you have any questions, please give a call.

Sincerely,



Daniel Pelikan, E.I.T.  
Senior Project Professional  
SCS Engineers



Ted Sison, REPA, CPSWQ, QSD  
Project Manager  
SCS Engineers



Wendell L. Minshew, P.E.  
Project Director  
SCS Engineers



## EXHIBIT A – SCOPE OF WORK

### OPERATION, MONITORING MAINTENANCE, ENGINEERING AND REGULATORY COMPLIANCE SERVICES, CLOSED BURLINGAME LANDFILL, CITY OF BURLINGAME, CALIFORNIA

#### SCOPE OF SERVICES

##### INTRODUCTION

SCS Engineers (SCS) will provide operation, monitoring, maintenance (O&M), engineering, and regulatory compliance support services for the landfill gas (LFG) collection, flare, and monitoring systems at the Closed Burlingame Landfill, Bayside Park, and adjacent Crowne Plaza Hotel. In addition, SCS will provide water quality monitoring, sampling, analysis and reporting as required by the San Francisco Regional Water Quality Control Board or RWQCB. Work will be for a one-year contract term extending July 1, 2021, through June 30, 2022, and includes the following tasks:

- Task 1 – Routine Monthly/Quarterly LFG System O&M/Reporting.
- Task 2 – Bay Area Air Quality Management District or BAAQMD Rule 8-34 and Landfill Methane Rule or LMR Annual Compliance Reporting.
- Task 3 – Non-Routine Investigations, Testing, and Repair/Emergency Support Services.
- Task 4 – Non-Routine Engineering and Permit Support Services.
- Task 5 – Combustible Gas Detection System Calibration, Crowne Plaza Hotel.
- Task 6 – California Air Resources Board or CARB AB 32 Methane Emissions Monitoring.
- Task 7 – Water Quality Monitoring, Sampling and Analysis as required by the RWQCB.
- Task 8 – Semi-Annual Compliance Reporting to RWQCB.

##### SCOPE OF WORK

###### Task 1 – Routine Weekly/Monthly/Quarterly LFG System O&M and Reporting

SCS will implement the following bi-weekly/monthly/quarterly operation, monitoring and reporting program. Operation and monitoring will be accomplished via the following:

##### Operation/Monitoring

###### Bi-Weekly

In order to maintain compliance with the revised permit to allow less-than-continuous collection/flare system operation, twice per month, the Blower/Flare Station or BFS will be monitored. Data will be collected, recorded and stored in the SCS eTools® Data Management System for the following:

- Date, time, and monitoring personnel.

- Meteorological conditions (i.e. wind velocity, barometric pressure, ambient temperature, weather conditions, etc.).
- Extraction blower operating inlet/outlet temperatures and pressures.
- Methane, oxygen, carbon dioxide, and balance gas concentrations at flare inlet.
- Flare exit gas temperature.
- LFG flow rate to flare.
- Flare combustion louver and flow control valve positions.
- Flow meter reading to carbon vent systems.
- Flare operational hours and cumulative total from the previous week will be obtained from the plant operations staff as required for submission to the BAAQMD in the annual report.

#### Monthly

- Once each month, the LFG extraction wells, two passive methane riser vents and BFS total flow will be monitored and adjusted as required to help control LFG migration, surface emissions, odors and to help meet specific site permit and regulatory agency requirements and conditions. In addition to the parameters below, SCS will document testing protocols and instrumentation calibration. Each extraction well will be tested, data collected, recorded and stored in the SCSeTools® Data Management System for the following:
  - Date, time, and monitoring personnel.
  - LFG temperature (where applicable).
  - Wellhead vacuum.
  - LFG flow (where applicable).
  - Methane, oxygen, carbon dioxide, and balance gas concentrations.
- Once each month, the operation of LFG control system blowers, flame arresters, flares (including burner heads), well field, and strip chart recorders will be observed and checked for the following:
  - Proper operation.
  - Accessibility.
  - Vandalism.
  - Malfunctions.
  - Leaks.
- Once each month, SCS will perform landfill surface and side slope integrity inspections and record observations as required by the BAAQMD.

#### Quarterly

- Once each quarter, on-site perimeter gas migration monitoring probes and passive vents will be tested in accordance with Title 27 of the California Code of Regulations (CCR). In addition to the parameters below, SCS will document testing protocols and instrumentation calibration. Data will be collected, recorded, and stored in the SCSeTools® Data Management System for the following:

- Date, time, and monitoring personnel.
- Meteorological conditions (i.e., wind velocity, barometric pressure, ambient temperature, weather conditions, etc.).
- Relative pressure.
- Methane, oxygen, carbon dioxide, and balance gas concentrations.
- Once each quarter, the structures located in the Bayside Park area will be tested in accordance with 27 CCR requirements. In addition to the parameters below, SCS will document testing protocols and instrumentation calibration. Data will be collected, recorded, and stored in the SCSeTools® Data Management System for the following:
  - Date, time, and monitoring personnel.
  - Meteorological conditions (i.e., wind velocity, barometric pressure, ambient temperature, weather conditions, etc.).
  - Methane, oxygen, carbon dioxide, and balance gas concentrations.
- Once each quarter, calibrate and adjust the nine (9) SafeTNet Type 100 (or equivalent) methane gas building sensors in accordance with the manufacturers' specifications. These sensors are located in the Golf Center clubhouse and baseball diamond scorekeeper's booth. In addition, to verify building interior compliance, our technician will carry a hand-held gas-detection meter during sensor calibration. Combustible gas readings will be recorded during the course of the sensor calibration activities.
- Once each quarter, perform BFS, extraction well, control valve and vault emissions leak testing as required by BAAQMD Rule 8-34. Data will be recorded and submitted with our monthly reports and summarized in the Task 2 Annual Report to the BAAQMD. Additionally, in accordance with the LMR, the maximum allowable limit is now 500 parts per million by volume or ppmv.
- Once each quarter, the BFS back-up carbon canister vent system will be tested for volatile organic compound or VOC breakthrough utilizing a photo ionization detector or PID as required in the BAAQMD Permit to Operate or PTO.

## Reporting

- Once each month, SCS will prepare a detailed O&M report for the City containing the data collected, equipment calibration logs, recommendations and a summary of activities performed on the project during the reporting period. Maintenance repairs and/or system modifications will be recommended as required. If required by the City, SCS will also send a copy of this report to the Burlingame Wastewater Treatment Plant Facility.
- Once each quarter, SCS will prepare a report on behalf of the City for submittal to the designated regulatory agency (San Mateo County Department of Environmental Health – Local Enforcement Agency or LEA), containing perimeter probe and building combustible gas sensor calibration data, equipment calibrations logs and a summary of activities performed on the project during the reporting quarter. If required by the City, SCS will also send a copy of this report to the Burlingame Wastewater Treatment Plant Facility.

## Task 2 – BAAQMD Rule 8-34 and LMR Annual Compliance Reporting

### Annual Rule 8-34 Report

SCS will prepare the annual monitoring report as required under Section 411 of BAAQMD Rule 8-34. The report will be developed in the format prescribed by the BAAQMD, and will summarize LFG system operating performance and maintenance records for the reporting period (based on data collected by SCS and/or provided by the City). A draft version of the report will be prepared and submitted to the City for review prior to final submittal to the BAAQMD. The Annual Report is due on December 31 of each year.

The Annual Report will contain the following required information:

- Operating Records Required by Rule 34, Section 501.
  - All LFG collection system downtime, including individual well shutdown times, length of time for shutdown, and the reason for the shutdown. All periods greater than five (5) days when the collection system was not operating will be documented.
  - All LFG control system downtime, length of time for shutdown, and the reason for the shutdown. Description and duration of all periods when the control device was not operating for greater than one (1) hour and the length of time that the device was not operating.
  - Continuous temperature records (chart recorder information) for flare with a listing of the dates/times when flare temperature went below limit allowed in the Permit to Operate or PTO and any times when temperature gauge was off-line or not operational.
  - Monthly LFG flow rate readings.
  - Records of Task 1 quarterly LFG system component leak testing, including monitoring dates, leak concentration if in excess of 500 ppmv, location of leak, date of discovery, the action taken to repair the leak, date of repair, date of any required re-monitoring, and the re-monitored concentration in ppmv.
  - An estimate of the amount of waste in place at the Burlingame Landfill (based on historic data).
  - Continuous gas flow rate records chart recorder information) with a listing of the dates/times when flow rate went above limit allowed in the PTO and any times when the flow meter was off-line or not operational.
  - For monthly wellhead monitoring (temperature, vacuum, and oxygen or nitrogen content), records of all monitoring dates and any excesses of the limits stated in Section 8-34-305 and below (or alternative limits approved in Design Plan), including well identification number, the measured excess, the action taken to repair the excess, and the date of repair, date of any required re-monitoring, and the re-monitored value.
  - Monthly recording of gauge pressure at all wellheads (all wells must operate under negative pressure conditions).
- Calibration information for monitoring equipment used for the various monitoring activities listed above (e.g., FID, GEM-5000 unit, flow meter, temperature gauge, etc.).

- If applicable, description and duration of all periods when the gas stream was diverted from the control device through a bypass line.
- Data upon which the spacing of well and equipment sizing were based. We will utilize information previously provided regarding original LFG system design criteria.
- LFG generation rate estimates.
- If applicable, provisions for increasing LFG extraction capacity as gas generation increases (not anticipated for the closed Burlingame Landfill).
- The provisions for the control of LFG migration (i.e., low-permeability cut-off trenches, deep gas extraction wells, and horizontal collectors at Bayside Park).

The Annual Report will be prepared for the period December 2020 through November 2021. This is consistent with past reporting periods to the BAAQMD.

### **Annual AB 32 Report**

An annual report summarizing AB 32 monitoring results will be prepared per agency requirements. The annual report will be suitable for submittal to the CARB and BAAQMD. The Annual Report will include the following information as required:

- General site information.
- Total volume of LFG collected (reported in standard cubic feet or scf).
- Average composition of LFG collected over the reporting period (reported in percent methane and percent carbon dioxide by volume).
- Gas control device type, installation, rating, fuel type, and total LFG combusted in each control device.
- Date gas control and collection system GCCS installed.
- Percent methane destruction efficiency.
- Volume and composition of gas shipped off site.
- Type and amount of supplemental fuels burned with the LFG.
- Recent topographic map.
- All required monitoring data.

SCS will compile the required data (see list, above) into a report in a format suitable for submittal to the BAAQMD and CARB Executive Officer. SCS will provide a draft of the report to the City for review. This scope included one round of review and revision. After incorporating the City's comments, SCS will finalize for submittal.

The annual reporting deadline for the AB 32 LMR is March 15 of each year. SCS will begin work on this task in January 2022, which will allow ample time to resolve any issues that may be identified prior to the March 15, 2022 submittal deadline.

The Annual LMR Report will be prepared for the period of January 1 through December 31, 2021.

### Task 3 – Non-Routine Investigations, Testing, and Repair/Emergency Support Services

Non-routine scheduled maintenance consists of corrective repair or maintenance work identified during routine visits. This work consists of, but is not limited to, items such as repair of broken valves, replacement of torn flex hoses, repair of lateral pipelines, etc. This work is essential for proper system operation; however, it is considered the type of work that can be scheduled to allow for procurement of materials, equipment, scheduling of personnel, etc. Non-routine scheduled maintenance will only be performed subsequent to notification to and authorization from the City.

Non-routine unscheduled emergency services include events that could require immediate response; these could include, but will not be limited to:

- Call-out by the BFS automatic dialing system.
- Clubhouse/scorekeeper building methane gas detection system alarm condition.
- Repair of main pipeline breaks (resulting in no gas flow to the BFS).
- Odor complaints.
- Loss of flare ignition.
- Surging vacuum in LFG collection system components.
- Call-out related to testing or operation of the combustible gas monitoring system at the Crowne Plaza Hotel (exclusive of scheduled calibration events).
- Confirmatory or follow-up LFG monitoring and sampling in response to regulatory requirements.
- Repairs to LFG monitoring well probes, sample ports, or vault boxes.
- Repairs to groundwater monitoring well monuments.
- Follow-up testing in the event AB 32 surface emission or pressurized component pipe component monitoring results exceed regulatory thresholds.

Response to the urgent nature of these items is such that they cannot be scheduled; SCS staff would respond to these conditions, as needed, 24 hours per day, 7 days per week. Non-routine unscheduled emergency services will only be performed on a time-and-materials or T&M basis subsequent to notification to and authorization from the City.

### Task 4 – Non-Routine Engineering and Permit Support Services

SCS will provide engineering and regulatory/permit support services on an as-needed basis when requested by the City. Our services may include the following:

- Consultation regarding landfill post-closure monitoring/maintenance and LFG system regulatory and permit requirements. SCS will assist the City in planning for anticipated changes in future regulations affecting post-closure monitoring and financial assurance.
- Assistance with post-closure cost estimates and financial assurance reporting to regulatory agencies.
- As-needed follow-up to regulatory inquiries, inspections or compliance orders.



- Attendance at meetings with representatives of the City, Crowne Plaza Hotel, and/or regulatory agencies.
- Preparation of correspondence, reports, or work plans for submittal to regulatory agencies.
- Consultation regarding LFG control or monitoring system upgrades.
- Investigation or research in support of proposed regulatory compliance actions.
- Other services as requested by the City.
- Negotiations with the BAAQMD on permit conditions for LFG system operation.
- Support to the City regarding potential land uses or post-closure development by others at the Site.

Non-routine engineering and permitting services will only be performed when requested and authorized by the City, with a specific scope, budget, and schedule agreed to in advance.

Costs for one non-routine permitting task, Final Closure and Post-Closure Maintenance Plan Update or Plan, has been added to this contract renewal in addition to the aforementioned engineering services as requested. A letter to the City dated June 29, 2020, CalRecycle required that the 1997 Final Closure and Post-Closure Maintenance Plan be updated. After discussions with San Mateo County Environmental Health Services, Local Enforcement Agency or LEA, this update may be completed during updates related to land-use changes for the Top Golf renovation project, but as requested, the costs for this task have been included in this proposal in the event the City will have to prepare this update during our 2021-2022 contract period.

If required, SCS will prepare an updated Plan to include: the site emergency response plans (provided by City); descriptions of current landfill property uses; as-built plans and descriptions of environmental control and monitoring systems; descriptions of procedures and processes used to maintain, monitor and inspect the landfill for the post-closure period; an operation and maintenance plan for the LFG control system; and monitoring and reporting requirements.

A draft version of the updated Plan will be prepared for City review. A final version will be prepared to reflect your comments and for submittal to CalRecycle, the RWQCB, and the LEA.

If needed, modifications to the final version will be made to reflect agency comments. We have budgeted 16 staff-hours for this purpose. Any additional effort, if necessary, to respond to agency comments will be on a time-and-materials basis, with a budget agreed upon in advance of any additional work. A cost of **\$10,000** has been added to the on-call budget to address this additional non-routine cost if required.

#### Task 5 – Automated Combustible Gas Monitoring System Calibration, Crowne Plaza Hotel and Burlingame Recreational Center

The City and Airport Boulevard LLC (Crowne Plaza Hotel) jointly installed an automated combustible gas detection system in the basement area of the hotel. There are also nine (9) sensors in the Golf Center clubhouse and other buildings at the Burlingame Recreational Center.

Once each quarter, SCS will calibrate and adjust the six (6) General Monitors combustible gas building sensors at the Crowne Plaza Hotel in accordance with the manufacturer's specifications. These sensors are located in the hotel basement area and elevator pit. We will coordinate with Crowne Plaza engineering/maintenance personnel to arrange for calibration events. We will also test



and calibrate sensors at the Recreational Facility. Our technician will carry a hand-held gas-detecting meter during sensor calibration. Combustible gas readings will be recorded during the course of the sensor calibration activities. A report of calibration activities will be prepared, for submittal to the LEA.

## Task 6 – LMR Methane Emissions Monitoring

### Surface Emissions Monitoring

Integrated SEM will be performed in accordance with LMR requirements. In accordance with the Rule, and based on historic results since 2016, SCS understands monitoring frequency will remain on an annual basis.

SCS will perform integrated monitoring over the landfill surface area in the required 50,000-square-foot grid patterns. Monitoring will be performed a minimum of 72 hours after the latest rainfall and shall be performed when the average wind speed is less than 5 miles per hour and the instantaneous wind speed remains under 10 miles per hour (unless an alternative for wind speed is accepted by CARB). A portable wind station with recording capabilities will be set up prior to monitoring to verify meteorological conditions are maintained.

Integrated monitoring will be performed concurrently with the instantaneous monitoring and will be performed on paths of approximately 100 feet apart over the landfill surface within the prescribed 50,000 square foot grid pattern. Monitoring will be performed with the detector inlet held within 3 inches above the ground surface. Grid locations exceeding 25 ppmv observed during integrated testing will be recorded and marked on the surface grid monitoring plan map, which shall be submitted to the City. Any locations exceeding 200 ppmv will be recorded. In addition, any locations exceeding the 500 ppmv limit will be recorded and stake-marked. These locations can then be Global Position Systems or GPS located/recorded and documented into an electronic format drawing for landfill surface or LFG system repairs. During these activities, the landfill cover/surface will be visually inspected for integrity, breaches, or erosion.

### Pressurized Pipe and Component Leak Monitoring

GCCS component leak monitoring will be performed in accordance with LMR regulatory requirements. (Quarterly monitoring for the positive pressure will be performed during the BAAQMD component testing events described above.) SCS will perform LFG pressurized pipe and component leak monitoring at the flare station. Monitoring will be performed with the detector inlet held 1/2 inch from pressurized pipe and associated components. Any locations where methane readings exceed LMR thresholds will be recorded, tagged and the City will be notified.

**Note that, in accordance with the LMR, monitoring at the Burlingame Landfill may be performed on an annual basis on 100-foot parallel pathways. However, if any exceedance(s) are detected during the annual monitoring event and cannot be remediated or repaired within 10 calendar days, a return to quarterly SEM monitoring on a 25-foot spacing will be required. In addition, any exceedance(s) detected during compliance inspections will result in a return to quarterly monitoring of the landfill.**

### Follow-Up Exceedance Monitoring

Per LMR requirements, follow-up surface emissions, pressurized pipe and component leak monitoring is required if results of quarterly testing exceed the thresholds specified above. SCS will perform follow-up exceedance monitoring if required. Note that we have not included a budget for

this work as it is considered outside of our baseline services. SCS can perform this work under Task 3 (Non-Routine Investigations, Testing, and Repair/Emergency Support Services). SCS will not proceed without a specified budget approved in advance by the City. Our scope provided below is for the City's consideration, if these services are needed.

### **Surface Emissions Monitoring**

Within 10 calendar days from an initial instantaneous 500 ppmv or integrated 25 ppmv exceedance, SCS will mobilize to the site (following remediation or repairs) and perform re-monitoring in accordance with monitoring procedures described above. If re-monitoring results indicate no exceedance then no further follow up monitoring is required.

If the re-monitoring results indicate a second exceedance within 10 calendar days, SCS will mobilize to the site (following remediation or repairs) and perform re-monitoring in accordance with monitoring procedures described above. If re-monitoring results indicate no exceedance then no further follow up monitoring is required.

If the re-monitoring results indicate a third exceedance the City must install a new or replacement LFG extraction well as determined to achieve compliance within 120 calendar days from the third exceedance. SCS will mobilize to the site (following new or replacement well installation) and perform re-monitoring in accordance with monitoring procedures described above. If re-monitoring results indicate no exceedance then no further follow up monitoring is required.

### **Pressurized Pipe and Component Leak Monitoring**

Within 10 calendar days from an initial pressurized pipe or component 500 ppmv exceedance, SCS will mobilize to the site (following remediation or repairs) and perform re-monitoring in accordance with monitoring procedures described above to verify repairs were successful.

### **SEM Reporting**

A report summarizing the results of LMR monitoring activities will be provided to the City within 30 days of the surface emissions testing event. A draft report and documents will be delivered to the City for review. Final deliverables will incorporate City comments and be prepared in a format that for submittal to regulatory agencies.

## **Task 7 – Water Quality Monitoring, Sampling and Analysis**

SCS shall complete the following water quality monitoring activities in accordance with the Waste Discharge Requirements (WDRs) Order Number R2-2007-0036, dated May 9, 2007:

- Semi-annually (February and August), record the fluid elevations in eight (8) "US" monitoring wells (US-1A, US-2A US-3A, US-5, US-6, US-7, US-8 and US-9) Fluid elevations will be measured from the surveyed reference point at each well. All water elevations will be measured to +/- 0.01 feet and shall be measured within a time window of two hours so as to minimize effects of tidal changes.
- Semi-annually, collected water samples from the eight (8) "US" wells using a portable sampling pump, such as a bladder pump. Samples will be collected using a "low-flow" sampling procedure, measuring the field parameters temperature, pH, electrical conductivity (EC), dissolved oxygen (DO), oxidation/reduction potential (ORP), and

turbidity during well purging. Purging will continue until field parameters are stabilized. Samples will then be collected into laboratory-supplied sample containers.

- Semi-annually, collect surface water grab samples from designated surface water monitoring points SW-1 and SW-2, including one-time measurement of field parameters.
- Semi-annually, perform standard observations of the cover and drainage systems and receiving waters, as specified in the WDRs. This work will be concurrent with scheduled surface water sampling or LFG OM&M services.
- Semi-annually, in addition to the samples collected at the “US” wells and surface water sampling points, collect one (1) duplicate sample for analysis of all parameters, plus one trip blank per day for analysis of VOCs only.
- Annually (February), access monitoring point GR-3, GR-4 and GR-8 to collect liquid levels only.
- Annually, collect leachate samples from the two (2) “GR” refuse/leachate monitoring wells. Leachate samples will be collected using dedicated disposable PVC bailers and one set of field parameters will be collected per leachate well.
- Purge water from all well purging activities will be containerized and disposed of at the Burlingame Wastewater Treatment Plant.
- Analyses to be performed for all samples include VOCs by EPA Method 8260B; Total Organic Carbon by EPA Method 415.3; and Total Kjeldahl Nitrogen by Method E351.2.
- All portable equipment used for measurements and sampling, including water level meters and pumping equipment, will be thoroughly decontaminated prior to use at each measurement/sampling point. Decontamination water will be containerized and disposed of at the Burlingame Wastewater Treatment Plant.

SCS will review all laboratory work orders immediately after sample receipt by the lab, prior to analysis, so as to confirm that the appropriate analysis work is planned.

## Task 8 – Semi-Annual Compliance Reporting to Regional Water Quality Control Board (RWQCB) – San Francisco Bay Region

Semi-annually, SCS shall prepare a Monitoring Report that includes a description of activities conducted, and results obtained, for each semi-annual monitoring period. The First Semi-Annual Report is due to RWQCB on or before April 30 each year. The Second Semi-Annual Report is due to RWQCB on or before October 31 each year. Reports will be in a format acceptable to the City and the RWQCB Executive Officer. The First Semi-Annual Monitoring Report will also include annual reporting requirements, as required by RWQCB and applicable regulations. During the contract term, reports will be prepared for submittal on October 31, 2021 and April 30, 2022.

The Semi-Annual/Annual Monitoring Reports will be prepared in draft form and transmitted to the City for review and comment before final submittal. SCS will incorporate City comments, as appropriate, and produce a final version of each report in Portable Document Format (PDF). The City will provide a cover letter to which the final report will be attached. The final PDF report version will be provided to the City, and uploaded to the State Geotracker system, no later than the report due date.

## COMPENSATION

SCS's budgetary costs for the one-year contract term are presented in **Table 1**. Consistent with past practice, we understand that the City prefers that individual tasks be billed on a fixed-fee, or "percent of work completed" or a "time and materials" basis. This is reflected in **Table 1**. Our current fee schedule for time-and-materials billings is provided in **Attachment 1**.

## CLARIFICATIONS

The scope of work and compensation reflect the following clarifications and assumptions:

- The Burlingame Landfill LFG collection and flare system consists of 18 vertical extraction wells, 13 horizontal collectors, 7 perimeter probes, 12 condensate drain traps, 9 building methane gas sensors, 2 passive migration vents, 1 flare and appurtenant electrical panels and controls.
- If applicable, the on-site automatic dialer alarm system will immediately notify the City or SCS of a BFS shutdown. Response to shutdowns or callouts can be performed under Task 3 of this proposal.
- All routine operation, monitoring, and maintenance can be completed by a one-man field crew; all monitoring and adjustment of LFG extraction wells can be accomplished without entering vaults greater than four feet deep.
- The budget allocation for Task 3 (non-routine investigations, testing and repair/emergency support services) is consistent with previous amounts established by the City and contracted to SCS. Non-routine repair and/or maintenance will only be performed when authorized by the City, with a specific scope, budget and schedule agreed in advance.
- The budget allocation for Task 4 (non-routine engineering and permit support services) is consistent with previous amounts established by the City. Non-routine engineering and permitting services will only be performed when requested and authorized by the City, with a specific scope, budget and schedule agreed in advance.
- SCS will not take responsibility for the overall quality of the gas collected from the LFG control system with regard to trace components.
- SCS takes no legal responsibility for any of the potential hazards associated with the LFG condensate.
- Carbon system emission testing or other analysis that may be required by the BAAQMD or other regulatory agencies, can be performed under Task 3 of this proposal.
- Meetings with BAAQMD or other regulatory agencies can be performed under Task 4 of this proposal.
- Task 1 of this proposal does not include costs for repair and/or replacement spare parts or materials (e.g., valves, propane, chart paper, oil/grease, belts or filters). Components and/or materials can be procured under Task 3 of this proposal.
- The City is responsible for ensuring that SCS and contracted City personnel are the only parties designated to operate or adjust the LFG control facilities.

- Unrestricted site access for personnel, equipment, and materials to enable completion of work. It is understood that SCS personnel are required to sign in at the wastewater treatment plant when accessing the BFS.
- All field work will be performed in in OSHA Level D protection (including hard hat and safety vest). Any additional health and safety requirements may cause an increase in our price.
- At no time shall the title to any hazardous substances, solid wastes, petroleum contamination, or other regulated substances pass to SCS, nor shall any provision of an ensuing Agreement be interpreted to permit SCS to assume the status of a “generator,” “transporter,” or “treatment, storage, or disposal facility” under state or federal law.
- The City will provide SCS, available information regarding manufacturer’s O&M documents, design engineer O&M requirements, and any other applicable regulatory agency operating requirements.
- SCS shall be responsible for providing the necessary portable field instrumentation and small hand tools required to support the performance of our Scope of Services.
- Routine service will be performed during normal working hours (between the hours of 8:00 a.m. and 5:00 p.m.), 8 hours per day or 40 hours per week, 5 days per week, excluding holidays.
- Utilization of non-union, non-prevailing wage labor rates is assumed for field work.
- BFS maintenance/lubrication services will be performed by City personnel. If requested by the City, this work can be performed by SCS under Task 3 of this proposal.
- The City will be responsible for permit or document review fees required by the BAAQMD, RWQCB or other regulatory agencies.
- The automated combustible gas detection system at the Crowne Plaza Hotel consists of a network of six combustible gas sensors, control panel and alarm systems. There are nine separate combustible gas sensors at the Burlingame Recreational Facility. Our testing is limited to accessible locations only and excludes moving or modifications to existing structures to allow access.
- Confined space entry requirements will not be required for combustible gas sensor calibration at the Crowne Plaza Hotel. Our budget excludes special provisions for access to the gas sensor in the elevator pit at the Crowne Plaza Hotel; the owner of that facility will be responsible for elevator service and safety provisions to allow access.
- SCS will coordinate with Crowne Plaza Hotel to schedule combustible gas sensor system calibration events.
- The Task 6 annual surface emissions monitoring or SEM event can be completed by a one- to four-person field crew.
- Any repairs of the landfill surface or LFG control system components at locations where AB 32 monitoring exceeds 500 ppmv or grid areas in excess of 25 ppmv are excluded from our proposal, and can be performed at additional cost if requested by the City.
- Task 6 SEM costs assume that the annual event can be completed in one mobilization. Additional costs may be required if meteorological conditions or other factors outside of SCS’s control require re-mobilization or extra time to complete the monitoring.

- The Task 6 budget does not include costs for meeting with regulatory agency representatives during SEM events.
- This proposal assumes that all overgrown vegetation along the Task 6 composite and SEM landfill surface pathways will be mowed or cleared by others prior to the monitoring events.
- SCS services exclude installation of new mechanical blowers at the BFS.
- The Task 6 budget excludes follow-up exceedance monitoring, should emissions measured during the annual event exceed California LMR thresholds. Exceedance monitoring would be performed under Task 3.
- The scope of work excludes preparation of an AB 32 LMR Alternatives Compliance Option or ACO request for submittal to the BAAQMD. This has not been formally required for the Burlingame Landfill but has been required by the BAAQMD at other Bay Area landfills where less-than-continuous flare operation is allowed. The ACO request would petition for the same flare operating conditions under the AB 32 LMR. If requested, SCS will perform this if required under Task 4.
- The water quality monitoring system consists of ten (10) groundwater monitoring wells; one (1) leachate line manhole, two leachate wells, and two (2) surface water sampling points.
- The scope and budget for water quality monitoring and sampling is based on the current WDRs and Monitoring and Reporting Plan or MRP No. R2-2007-0036, with modified sampling frequency as directed by the RWQCB.
- Laboratory analysis of water samples will be on a standard turn-around basis per the contracted analytical laboratory.
- The labor estimate assumes purge and decontamination water generated during sampling events can be disposed of at the Burlingame Waste Water Treatment Plant, at no charge to SCS.
- All groundwater, leachate and gas monitoring wells will remain accessible and in sound working order. Maintenance, repair or modifications to the sampling points, or surveys of reference point elevations would be performed under Task 3, or separate authorization if required.
- Water quality monitoring and sampling for per- and polyfluoroalkyl substances or PFAS or other parameters not included in the WDRs is excluded from our baseline services. If requested by the RWQCB, this work can be performed by SCS under Task 3 of this proposal, or via a separate authorization.

**Table 1. Budget Estimate****Professional Regulatory Compliance Services****Closed Burlingame Landfill, Burlingame, California****Contract term one year: July 1, 2021 through June 30, 2022**

5/17/2021

Task		FY 2021-22 NTE Budget	Billing Basis
<b>LFG Control System Operation, Maint &amp; Monitoring, and Engineering (AQMD, Title 27 and AB 32)</b>			
1	Routine Monthly/Quarterly LFG System O&M and Reporting	\$ 32,000	FF
2	Bay Area AQMD Rule 34 and Landfill Methane Rule (LMR) Annual Reporting	\$ 7,500	T&M
3	Non-Routine Investigations, Testing, and Repair/Emergency Support Services	\$ 10,500	T&M
4	Non-Routine Engineering and Permit Support Services	\$ 27,500	T&M
5	Combustible Gas Detection System Calibration, Crowne Plaza and City Rec Facilities	\$ 5,000	FF
6	AB 32 Methane Emissions Monitoring	\$ 4,000	T&M
<b>Subtotal 1-6</b>		<b>\$ 86,500</b>	
<b>Water Quality Monitoring &amp; Reporting (WDR Requirements)</b>			
7	Water Quality Monitoring Sampling and Analyses	\$ 15,000	T&M
8	Semi-Annual Compliance Reporting to RWQCB	\$ 17,000	T&M
<b>Subtotal 7-8</b>		<b>\$ 32,000</b>	
<b>Annual Total:</b>		<b>\$ 118,500</b>	

**Notes:**

NTE = Not to exceed amount

FF = Fixed fee, percent complete billing

T&amp;M = Time and materials billing



## ATTACHMENT 1

### FEE SCHEDULE



## Fee Schedule

(Effective July 1, 2021 through June 30, 2022)

	<b>Rate/Hour</b>
Clerical .....	79
Administrative/Secretarial .....	90
Technician .....	97
CAD Drafter .....	103
Senior Engineering Technician .....	109
Technical Associate .....	115
Associate Staff Professional .....	122
Assistant Office Services Manager/Project Administrator .....	121
Project Analyst .....	124
Office Services Manager/Senior Project Administrator .....	124
CAD Designer .....	128
Staff Professional I .....	138
Staff Professional II .....	145
Senior Office Services Manager .....	148
Staff Professional III .....	152
Project Professional I .....	158
Project Professional II .....	166
Project Professional III .....	175
Senior Project Professional I .....	181
Senior Project Professional II .....	193
Senior Project Professional III .....	204
Industrial Hygienist/Safety Professional .....	212
Project Manager I .....	218
Project Manager II .....	227
Senior Certified Industrial Hygienist/Safety Professional .....	236
Project Manager III .....	243
Senior Project/Technical Manager .....	258
Senior Project Advisor .....	267
Project Director I .....	273
Project Director II .....	282
Principals and Executives .....	See Note 7

### General Terms

1. Scheduled rates are effective through June 30, 2022. Work performed thereafter is subject to a new Fee Schedule.
2. Costs for outside consultants and subcontractors, equipment/supplies, and for job-related employee travel and subsistence, are billed at actual cost plus a 15 percent administrative fee.
3. Charges for SCS field equipment and instruments will be in accordance with SCS's Field Equipment Rental Rates Schedule in effect at the time the work is performed. Company trucks



are charged at \$65 for up to a half day (4 hours) of use, and \$115 for up to a full day (company cars at \$53/\$94). These charges incorporate an allowance of 100 miles per job per day; a \$0.37 per mile surcharge is applied for additional miles. Vehicle charges for long-term and/or high-mileage projects may be negotiated on a case-by-case basis.

4. 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.
5. 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 accounts.
6. For special situations such as expert court testimony and limited consultation, hourly rates will be on an individually negotiated basis.
7. Hourly rates for Principals and Executives will be on an individually negotiated basis. Typically, these rates are \$289/hour for Principals, \$306 for Vice Presidents, and \$365/hour for Senior Vice Presidents and Senior Executives.

Fee Schedule: OM&M  
(Effective July 1, 2021 through June 30, 2022)

<b>Technical Field Personnel</b>	<b>Rate (\$)/Hour</b>
Laborer .....	60
Fusion Technician .....	78
Technician .....	80
Systems Specialist .....	80
Equipment Operator .....	92
Foreman .....	95
Plant Operator .....	98
Senior Technician .....	100
Superintendent .....	115
Mechanic .....	118
Controls Specialist .....	160
Senior Superintendent.....	145

<b>Technical Field Personnel Prevailing Wage</b>	<b>Rate (\$)/Hour</b>
Laborer/Pipefitter .....	165
Operator.....	198

<b>Management/Support Personnel</b>	<b>Rate (\$)/Hour</b>
Secretarial .....	56
Project Administrator .....	75
Field Data Analyst .....	85
Senior Project Administrator .....	95
Administrative Coordinator.....	103
Designer/Drafter .....	113
Project Coordinator/Accountant .....	118
Field Project Coordinator .....	139
Project Professional/H&S Specialist .....	149
Regional Field Compliance Auditor .....	170
Controls & Instrument Engineer.....	170
Product Development Manager .....	180
System Integrator/Product Manager .....	185
Project Manager/H&S/National Compliance Manager .....	205
Senior Project Professional .....	216
Senior Project Manager .....	215
National RMC Director .....	230
Senior Project Advisor .....	242
Regional Manager/Project Director .....	270

**General Terms**

1. Labor rates are in effect until June 30, 2022. Any work performed after that date is subject to a new Standard Fee Schedule.

2. The above rates include salary, overhead, and profit. Other direct charges, such as subcontractors, construction equipment, materials, air travel, freight, auto rental, permits, fees, taxes, tolls, and other costs incurred for the project, will be billed at cost plus 15 percent. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up. Automobile mileage cost is \$0.54 per mile. Trucks will be charged at \$18.00/hour. (No administrative mark-up will be applied to charges for company owned vehicles.)
3. Invoices will be prepared monthly for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Any invoices not paid within 30 days of receipt are subject to a service charge of 1.5 percent per month on the unpaid balance.
4. Payment of SCS Field Services invoices for services performed will not be contingent upon the client's receipt of payment from other parties. The client agrees to pay legal costs, including attorney's fees, incurred by SCS Field Services in collecting any amounts past due and owing on the client's accounts.
5. Rates for Principals may be negotiated on a project-specific basis. For special situations, such as expert testimony or international assignments, hourly rates will be on an individually negotiated basis.
6. On short term or one-time assignments, services which require less than eight (8) hours, but more than four (4) hours, will be billed at eight (8) hours. A minimum of four (4) hours will be billed for any service requested which is not conducted in conjunction with an ongoing, long term project (including call-outs after normal work hours), and will be charged portal-to-portal from SCS Field Services offices.
7. For operation, construction, and/or repair work performed on weekends and/or nights (if work exceeds 8 hours in a day), the above rates will be marked up 40 percent. For work performed on Company recognized holidays or beyond 12 hours in a day, the above rates will be marked up 70 percent.
8. These rates are based on non-union, non-prevailing wage scales unless noted otherwise.
9. For long-term on-site project assignments, rates may be discounted on an individually negotiated basis. Long-term on-site personnel are permitted to return home every four (4) weeks. Travel expense shall be invoiced to the client at cost plus 15 percent.
10. For projects that are not local to a SCS Field Services office, thereby requiring crew mobilizations, lodging costs and a \$45 per person per diem cost will be charged. Lodging and per diem costs will be marked up 15 percent.
11. For projects that require crews to mobilize from a local office and stay in a hotel local to a project site to efficiently perform client requested work, a \$45 per day per person per diem cost will be charged to the project as well as a nightly hotel cost. Hotel costs typically range from \$75 to \$125 per night. SCS Field Services will make every effort to find the most cost efficient hotels. In some high expense locations, hotel rates may be above \$125 per night. Hotel and per diem expense will be marked up 15 percent.

12. Costs for equipment and analysis will be billed in accordance with the rates contained on SCS Field Services Standard Fee Schedule for Equipment and Analysis.

## Fee Schedule: OM&M Equipment and Analysis (Effective July 1, 2021 through June 30, 2022)

**Rate (\$)****GEM 2000 NAV/5000 NAV/Envision Gas Analyzer(s):**

- Daily Rate ..... 185/day
- Weekly Rate ..... 555/week
- Monthly Rate ..... 2,775/month

**GEM 5000 w/H<sub>2</sub>S/CO:**

- Daily Rate ..... 200/day
- Weekly Rate ..... 600/week
- Monthly Rate ..... 3,000/month

**SEM 500/TVA 2020/TDL 500/ Site FID Emissions Monitor:**

- Daily Rate ..... 200/day
- Weekly Rate ..... 600/week
- Monthly Rate ..... 3,000/month

Q Rae Gas Analyzer O<sub>2</sub>/H<sub>2</sub>S/CO/Combustibles ..... 50/day

Micro Max Gas Analyzer O<sub>2</sub>/H<sub>2</sub>S/CO/COI Combustibles ..... 50/day

4-Gas Meter ..... 50/day

Magnehelic Pressure Meter ..... 10/day

Digital Readout Thermocouple ..... 25/day

Dewatering Pump (Trash Pump) ..... 45/day

Dräger Detector Tubes/Pump ..... 20/each

**MiniRae 2000/3000 PID:**

- Daily Rate ..... 150/day
- Weekly Rate ..... 450/week
- Monthly Rate ..... 2,250/month

**RKI Eagle II:**

- Daily Rate ..... 150/day
- Weekly Rate ..... 450/week
- Monthly Rate ..... 2,250/month

**Rate (\$)**

**Air Sampling Station:**

- Daily Rate ..... 50/day
- Weekly Rate ..... 150/week
- Monthly Rate ..... 750/month

**Pipe Laser:**

- Daily Rate ..... 50/day
- Weekly Rate ..... 150/week
- Monthly Rate ..... 750/month

PAS 3000 Personal Air Sampling Pump ..... 25/day

Tedlar Bag (10-Liter) ..... 40/each

Non-Contaminating Air Sampling Pump ..... 25/day

Interface Probe ..... 50/day

**Handheld GPS:**

- Daily Rate ..... 25/day
- Weekly Rate ..... 75/week
- Monthly Rate ..... 375/month

**Submersible Pump:**

- Daily Rate ..... 50/day
- Weekly Rate ..... 150/week
- Monthly Rate ..... 750/month

**Water Level Indicator:**

- Daily Rate ..... 20/day
- Weekly Rate ..... 60/week
- Monthly Rate ..... 300/month

**Water Level Meter w/Temperature:**

- Daily Rate ..... 45/day
- Weekly Rate ..... 135/week
- Monthly Rate ..... 675/month

**Rate (\$)**

100-Foot Temperature Probe:

- Daily Rate ..... 15/day
- Weekly Rate ..... 45/week
- Monthly Rate ..... 225/month

Teflon Well Bailer ..... 25/each

Vacuum Box/Carbon Canister and Blower ..... 150/day

Tool Truck ..... 144/day

No. 14 P.E. Fusion Machine (1"-4"):

- Daily Rate ..... 110/day
- Weekly Rate ..... 330/week
- Monthly Rate ..... 1,650/month

No. 26 P.E. Fusion Machine (2"-6"):

- Daily Rate ..... 135/day
- Weekly Rate ..... 405/week
- Monthly Rate ..... 2,025/month

No. 28 P.E. Fusion Machine (2"-8")

- Daily Rate ..... 180/day
- Weekly Rate ..... 540/week
- Monthly Rate ..... 2,700/month

No. 412 P.E. Fusion Machine (4"-12"):

- Daily Rate ..... 275/day
- Weekly Rate ..... 825/week
- Monthly Rate ..... 4,125/month

No. 618 P.E. Fusion Machine (6"-18"):

- Daily Rate ..... 475/day
- Weekly Rate ..... 1,425/week
- Monthly Rate ..... 7,125/month

No. 824 P.E. Fusion Machine (8"-24"):

- Daily Rate ..... 950/day
- Weekly Rate ..... 2,850/week
- Monthly Rate ..... 14,250/month



**Rate (\$)**

Trackstar 500 Fusion Machine:

- Daily Rate ..... 425/day
- Weekly Rate ..... 1,275/week
- Monthly Rate..... 6,375/month

Sidewinder Fusion Machine:

- Daily Rate ..... 150/day
- Weekly Rate ..... 450/week
- Monthly Rate..... 2,250/month

Electrofusion Processor Machine:

- Daily Rate ..... 175/day
- Weekly Rate ..... 525/week
- Monthly Rate..... 2,625/month

Leister Extrusion Welding Gun ..... 150/day

Air Compressor ..... 60/day

Arc Welder ..... 75/day

Generator (3,500-Watt) ..... 60/day

Generator (5,000-Watt) ..... 75/day

Generator (6,000-Watt) ..... 80/day

Generator (8,000-Watt) ..... 85/day

Isolation Pinch-off Tool (1"-4"):

- Daily Rate ..... 40/day
- Weekly Rate ..... 120/week
- Monthly Rate..... 600/month

Isolation Pinch-off Tool (2"-8"):

- Daily Rate ..... 60/day
- Weekly Rate ..... 180/week
- Monthly Rate..... 900/month

Isolation Pinch-off Tool (8"-12"):

- Daily Rate ..... 100/day
- Weekly Rate ..... 300/week
- Monthly Rate..... 1,500/month

**Rate (\$)**

4-Wheeler (ATV/UTV):

- Daily Rate ..... 50/day
- Weekly Rate ..... 150/week
- Monthly Rate ..... 750/month

4-Wheeler with 44" Mow Deck:

- Daily Rate ..... 100/day
- Weekly Rate ..... 300/week
- Monthly Rate ..... 1,500/month

Riding Mower:

- Daily Rate ..... 175/day
- Weekly Rate ..... 525/week
- Monthly Rate ..... 2,625/month

Chain Saw:

- Daily Rate ..... 10/day
- Weekly Rate ..... 30/week
- Monthly Rate ..... 150/month

Horiba Water Quality Meter:

- Daily Rate ..... 50/day
- Weekly Rate ..... 150/week
- Monthly Rate ..... 750/month

Hydrogen Sulfide Meter:

- Daily Rate ..... 190/day
- Weekly Rate ..... 570/week
- Monthly Rate ..... 2,850/month

Infrared Thermometer:

- Daily Rate ..... 10/day
- Weekly Rate ..... 30/week
- Monthly Rate ..... 150/month

Micropurge Flow Cell (Groundwater):

- Daily Rate ..... 100/day
- Weekly Rate ..... 300/week
- Monthly Rate ..... 1,500/month

**Rate (\$)**

Oilless Compressor and Control Box (Groundwater):

- Daily Rate ..... 75/day
- Weekly Rate ..... 225/week
- Monthly Rate ..... 1,125/month

Earth/Resistance Tester:

- Daily Rate ..... 100/day
- Weekly Rate ..... 300/week
- Monthly Rate ..... 1,500/month

Pitot Tube and Gauges:

- Daily Rate ..... 10/day
- Weekly Rate ..... 30/week
- Monthly Rate ..... 150/month

Pressure Washer:

- Daily Rate ..... 50/day
- Weekly Rate ..... 150/week
- Monthly Rate ..... 750/month

Turbidity Meter/Conductivity Meter:

- Daily Rate ..... 25/day
- Weekly Rate ..... 75/week
- Monthly Rate ..... 375/month

Vacuum Air Pump:

- Daily Rate ..... 100/day
- Weekly Rate ..... 300/week
- Monthly Rate ..... 1,500/month

Downhole Video Camera System ..... 200/day

Weed Trimmer:

- Daily Rate ..... 25/day
- Weekly Rate ..... 75/week
- Monthly Rate ..... 375/month

	<b>Rate (\$)</b>
<b>Safety Equipment:</b>	
• Tyvek Suit (each) .....	15/each
• Polyethylene suit (each) .....	20/each
• Nitrile gloves (per pair) .....	15/each
• PVC Gloves (per pair) .....	15/each
• Rubber booties (per pair) .....	15/each
• Organic Vapor Cartridges (per pair) .....	20/each
• Organic Vapor/Acid Cartridges (per pair) .....	25/each
• Cartridges pre-filters (per pair) .....	15/each
• Half face respirator (each) .....	20/day
• Full face respirator (each) .....	25/day
• Ventilator/manhole blowers .....	25/day
• Parachute harness .....	10/day
<b>Tripod:</b>	
• Daily Rate .....	75/day
• Weekly Rate .....	225/week
• Monthly Rate .....	1,125/month
SCBA .....	200/day

### **General Terms**

1. Rates are in effect until June 30, 2022. Any work performed after that date will be subject to a new Schedule of Fees.
2. Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client.
3. Shipping, supplies, equipment rental, materials, vehicle mileage, and other non-labor equipment costs or direct costs are billed at cost plus 15 percent.
4. Equipment rented will be charged portal-to-portal from SCS Field Services offices. Renter is responsible for return charges.
5. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up.