

## INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Stearns, Conrad and Schmidt Consulting Engineers, Inc., dba SCS Field Services**, a Virginia corporation ("Contractor"), to be effective for all purposes September 5, 2018.

**WHEREAS**, the County Purchasing Agent determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 19-06 (the "RFP") on July 1, 2018, requesting proposals for Operation, Monitoring and Maintenance Services for the Los Alamos County Landfill, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated July 31, 2018 ("Contractor's Response"); and

**WHEREAS**, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

**WHEREAS,** the County Council approved this Agreement at a public meeting held on September 4, 2018; and

WHEREAS, Contractor shall provide the Services, as described below, to County.

**NOW, THEREFORE**, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

### **SECTION A. SERVICES:**

### A. Monthly Routine Services

Contractor shall perform the monthly routine services as follows:

- 1. Monitor the wellfield on a monthly basis. The current wellfield consists of the following passive vents (PV/LFG) and extraction wells (EW) identified below:
  - a. EW-1R, EW-2R, EW-3, EW-4, EW-5, EW-8R, EW-9R, EW-10R, EW-11R, EW-12R, EW-13, EW-14, EW-15, EW-16, EW-17, EW-18, EW-19, PV-01, PV-02, LFG V-3, and GP06 (MP-9)
- 2. Monitor and adjust the twenty-one (21) passive vents and extraction wells so that landfill gas (LFG) does not leave the landfill permit boundary as shown in Sheet 3 of the Los Alamos County Landfill Gas Collection and Control System (GCCS) site plan dated July 2017 and to maximize recovery of the LFG without creating air intrusion into the landfill. County shall continue to monitor the passive vents and gas probes that are NOT attached

- to the GCCS. County shall share this data with Contractor on a periodic basis so Contractor is aware of any migration issues;
- 3. Contractor shall obtain landfill concentrations of methane, oxygen, carbon dioxide, balance gas, and obtain for each passive vent and extraction well, temperatures and pressure (vacuum) information, where available;
- 4. Ensure that the passive vents and extraction wells are functioning properly and without damage;
- 5. Perform inspections on all passive vents and extraction wells to ensure that there are no broken hoses, pipes, thermometers, sample ports, loose connections, air leaks, and/or condensate build-up in the QED wellheads and sample ports;
- 6. Perform inspection of the condensate drip legs to ensure they are functioning properly and are in good condition;
- 7. Ensure all valving (including isolation valves) and associated high density polyethylene pipe (HDPE) piping are operating properly and are not damaged;
- 8. Make minor repairs as necessary to ensure continued smooth operation of the GCCS. Minor repairs shall consist of the following, but are not limited to:
  - a. Sample port replacement as needed;
  - b. Repair of detached hoses and wellhead piping;
  - c. Change of orifice plate size, if needed, so that each passive vent's and extraction well's LFG is withdrawn efficiently;
  - d. Tightening of any passive vent and extraction well hoses, piping, Fernco connections, clamps, etc.; and
  - e. Replacement of passive vents and extraction well ID labels as needed.
- 9. Contractor shall monitor and record at the blower/vent and blower/flare facilities all pertinent performance parameters as follows, but is not limited to:
  - a. Flare temperature prior to and after wellfield adjustments have been made;
  - b. LFG concentrations of methane, carbon dioxide, oxygen, and balance gas, prior to and after wellfield adjustments have been made at the facilities;
  - c. Vacuum pressures and discharge pressure of the blower prior to and after wellfield adjustments have been made;
  - d. Blower hours and vibration at the blower/flare facility:
  - e. Arrestor and knockout port differential pressures:
  - f. Flare flow and system pressure at the blower/flare facility prior to and after wellfield adjustments have been made;
  - g. Blower ID operating the GCCS at the time of the visit; and
  - h. Other pertinent data required to maintain good operating conditions for the blower/flare facility, and as required by the manufacturers of the blower/vent and blower/flare facilities.
- 10. Contractor shall provide LFG concentrations (methane, carbon dioxide oxygen, balance gas), temperature, well flow rates, system pressure and passive vent and extraction well static pressures, as described above, using a Landtec Gem 5000 or equivalent (as approved by County).

- 11. Contractor shall inspect the blower/flare and the blower/vent facilities, and associated equipment. The inspections shall involve, but are not limited to, the following items:
  - a. Any damage, leaks, or breaks in piping/valves, sample ports;
  - b. Unusual noise/vibrations/functions; and
  - c. Irregular readings of input/output equipment and/or electrical equipment.
- 12. Contractor shall provide maintenance services for the blower/flare and blower/vent facilities and their associated equipment as recommended by their respective manufacturers and shall include, but are not limited to:
  - a. Provide lubrication of the blower's motors on a quarterly basis, unless otherwise specified by manufacturer;
  - b. Perform periodic switching of the blowers on a monthly basis, so that each blower receives equal duty time;
  - c. Drain condensate/fluids from the blower, flame arrestor, and other areas as noted by the manufacturer on a monthly basis unless otherwise specified by manufacturer;
  - d. Check that any continuous recorder(s) is functioning properly and download the recorder on a monthly basis, and provide this data to County in the monthly report;
  - e. Refill propane and nitrogen tanks as needed;
  - Record propane and nitrogen tank levels and advising landfill staff of levels on a monthly basis;
  - g. Ensure proper functioning of the Variable Frequency Drive (VFD) on a monthly basis, if provided;
  - h. Ensure proper functioning of the control panel and electronics on a monthly basis;
  - i. Ensure isolation and header valves rotate fully to open and closed positions, to ensure valves are not "stuck in place" on a quarterly basis;
  - j. Ensure flame arrestor is clean, annually or when an increase in differential pressure has occurred:
  - k. Provide thermocouple testing and cleaning, as required by manufacturer;
  - I. Inspect and clean UV scanners, if provided, on a quarterly basis or as required by manufacturer:
  - m. Provide igniter's inspection and cleaning as required by manufacturer;
  - n. Provide electrical/pneumatic inspection where needed;
  - o. Change filters when and where required; and
  - p. Perform other maintenance items that are recommended by each manufacturer of the equipment.
- 13. Contractor shall be responsible for providing the necessary labor, equipment, and tools to repair and/or replace defective equipment as needed. Prior to replacement or repair of the equipment, Contractor shall notify County of any problems and potential associated costs for the replacement/repair. Contractor shall assist County in determining whether any defective equipment should be handled under the equipment warranty.
- 14. Contractor shall record all maintenance, calibrations, and repair performed in a field log book for reference. The field log book shall be kept in the GCCS control panel. Data from the continuous recorder, at the blower/flare facility, shall be downloaded into electronic files and submitted to County and its designated staff. All GCCS collected data and any noted problem areas along with recommendations shall be submitted to County within forty-eight (48) hours of collection.
- 15. Contractor shall prepare a monthly report detailing the past month's activities, all collected data, and recommendations on problem areas/equipment. The report shall be submitted

by the fifteenth (15<sup>th</sup>) day of the following month to County. All shutdowns, startups and malfunctions that occurred during the month shall be noted in field log book and shall be included in the monthly report submitted to County.

### B. Add Alternate One - Monthly Basis

1. Contractor shall monitor the passive vents (PV) on a monthly basis and monitor vacuum pressure on the passive vents. **Passive Vents Include:** PV-03, PV-04, PV-05, PV-06, PV-08, PV-17, PV-18, PV-19, PV-20, PV-22, PV-23, PV-24, PV-25, PV-26, and PV-27.

### C. Add Alternate Two - Quarterly Basis

 Contractor shall monitor the monitoring probes (MP) on a quarterly basis (March, June, September, and December), and provide a report to NMED Solid Waste Bureau. Monitoring Probes Include: MP-1R, MP-2R, MP-3R, MP-4, MP-5, MP-6, MP-7R, MP-8R, MP-9R, MP-10R, MP-11R, and MP-12R.

### D. Non-Routine Scheduled Services

Contractor shall perform the non-routine services on an as-needed basis. Regular non-routine work shall consist of the following:

- 1. Repair and/or replacement of equipment/piping that can be scheduled in advance and is not an emergency.
- 2. Non-routine work may range from minor repairs, such as broken wellheads/piping, to complete overhaul of equipment components.
- 3. Non-routine work may also consist of recommendations made by Contractor concerning the efficiency of the GCCS system. These special assignments shall be authorized and prioritized by County before any work is authorized and performed by Contractor. Contractor shall make every effort to schedule regular non-routine work during monthly operations, maintenance and monitoring (OM&M) visits to the site in order to minimize travel and per diem costs and "downtime", if any, of the GCCS.

### E. Non-Routine Unscheduled Emergency Services

Contractor shall be responsible for performing emergency non-routine services as needed. Emergency non-routine services shall consist of replacement/repairs that are necessary "immediately" to minimize downtime of the GCCS and/or address health and safety issues caused by the replacement/repair/failure. Any work associated with an emergency non-routine service shall be coordinated with County. Costs and a schedule timeline for repair/replacement shall be mutually agreed upon by Contractor and County. Contractor shall advise County of any emergency non-routine services required as soon as possible, upon recognition of the "emergency problem".

Emergency non-routine services shall be provided on a <u>task order basis</u>. Contractor shall provide a schedule and associated fees to complete the work. No work shall be performed until County has authorized the task order. Once authorization has been received, Contractor shall be responsible for obtaining all necessary equipment, tools, labor and materials needed to complete the work.

**SECTION B. TERM:** The term of this Agreement shall commence September 5, 2018 and shall continue through September 4, 2022, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for up to three (3) consecutive one-year periods, unless sooner terminated, as provided therein.

### **SECTION C. COMPENSATION:**

- 1. Amount of Compensation. Throughout the entire term of this Agreement, including any renewals, County shall pay compensation for performance of the Services in an amount not to exceed THREE HUNDRED THIRTY SIX THOUSAND THREE HUNDRED EIGHTY FIVE DOLLARS (\$336,385.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"), but does include compensation for non-routine services, and non-routine emergency services. Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
- 2. Monthly Invoices. Contractor shall submit itemized monthly invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

**SECTION D. TAXES:** Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

**SECTION F. STANDARD OF PERFORMANCE**: Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

**SECTION G. DELIVERABLES AND USE OF DOCUMENTS:** All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

**SECTION H. EMPLOYEES AND SUB-CONTRACTORS:** Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

**SECTION I. INSURANCE**: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

- **1. General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
- 2. Workers' Compensation: In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
- 3. Automobile Liability Insurance for Contractor and its Employees: ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
- 4. Professional Liability Insurance: Insert appropriate language here if applicable. PROFESSIONAL LIABILITY INSURANCE, as may be applicable to the particular profession or service to be provided, with a limit of not less than \$1,000,000 each Claim, with a \$2,000,000 annual aggregate, without any restrictive "negligent act, negligent error, or negligent omission" clause, and with coverage extending for a three (3) year period from completion of this contract, against any and all claims which may arise from the Contractor's negligent performance of work described herein.

**SECTION J. RECORDS:** Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

**SECTION K. APPLICABLE LAW:** Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

**SECTION L. NON-DISCRIMINATION:** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the

performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

**SECTION M. INDEMNITY:** Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

**SECTION N. FORCE MAJEURE:** Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

**SECTION O. NON-ASSIGNMENT:** Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

**SECTION P. LICENSES:** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

**SECTION Q. PROHIBITED INTERESTS:** Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

### **SECTION R. TERMINATION:**

- 1. Generally. County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
- 2. Funding. This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

**SECTION S. NOTICE:** Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Environmental Services Manager Incorporated County of Los Alamos 3701 E. Jemez Road Los Alamos, New Mexico 87544 Contractor:

Ronald L. Wilks, Project Director Stearns, Conrad, and Schmidt Consulting Engineers, Inc., dba SCS Field Services 191 Central Drive, Suite 550 Bedford, Texas 76021

**SECTION T. INVALIDITY OF PRIOR AGREEMENTS:** This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

**SECTION U. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST	INCORPORATED COUNTY OF LOS ALAMOS	
	By:	
NAOMI D. MAESTAS	HARRY BURGESS	DATE
COUNTY CLERK	COUNTY MANAGER	
Approved as to form:		
J. ALVIN LEAPHART COUNTY ATTORNEY		
	STEARNS, CONRAD AND SCHMIDT (	CONSULTING
	ENGINEERS, INC., DBA SCS FIELD S VIRGINIA CORPORATION	
	Вү:	
	RONALD L. WILKS,	DATE
	PROJECT DIRECTOR	

# Exhibit "A" Compensation Rate Schedule AGR19-06

Compensation for the **monthly routine services** shall be paid in accordance with the Rate Schedules shown below:

Year On	e Pricing			
Routine Tasks A, B, and C	Term	Unit	Unit Cost	Annual Cost
Task A – Monthly Routine Services	Monthly	12	\$2,600.00	\$31,200.00
Task B – Add Alternate One	Monthly	12	\$ 150.00	\$ 1,800.00
Task C – Add Alternate Two	Quarterly	4	\$ 525.00	\$ 2,100.00
Annualized Total Cost for Routine Tasks				\$35,100.00

Year Two	o Pricing			
Routine Tasks A, B, and C	Term	Unit	Unit Cost	Annual Cost
Task A – Monthly Routine Services	Monthly	12	\$2,600.00	\$31,200.00
Task B – Add Alternate One	Monthly	12	\$ 150.00	\$ 1,800.00
Task C – Add Alternate Two	Quarterly	4	\$ 525.00	\$ 2,100.00
Annualized Total Cost for Routine Tasks	-			\$35,100.00

Year Three P	ricing			
Routine Tasks A, B, and C	Term	Unit	Unit Cost	Annual Cost
Task A – Monthly Routine Services	Monthly	12	\$2,685.00	\$32,220.00
Task B – Add Alternate One	Monthly	12	\$ 155.00	\$ 1,860.00
Task C – Add Alternate Two	Quarterly	4	\$ 543.00	\$ 2,172.00
Annualized Total Cost for Routine Tasks				\$36,252.00

Year Four Pr	icing			
Routine Tasks A, B, and C	Term	Unit	Unit Cost	Annual Cost
Task A – Monthly Routine Services	Monthly	12	\$2,775.00	\$33,300.00
Task B – Add Alternate One	Monthly	12	\$ 160.00	\$ 1,920.00
Task C – Add Alternate Two	Quarterly	4	\$ 560.00	\$ 2,240.00
Annualized Total Cost for Routine Tasks				\$37,460.00

Year Five Pr	icing			
Routine Tasks A, B, and C	Term	Unit	Unit Cost	Annual Cost
Task A – Monthly Routine Services	Monthly	12	\$2,865.00	\$34,380.00
Task B – Add Alternate One	Monthly	12	\$ 165.00	\$ 1,980.00
Task C – Add Alternate Two	Quarterly	4	\$ 580.00	\$ 2,320.00
Annualized Total Cost for Routine Tasks		•	•	\$38,680.00

Year Six Pri	cing			
Routine Tasks A, B, and C	Term	Unit	Unit Cost	Annual Cost
Task A – Monthly Routine Services	Monthly	12	\$2,960.00	\$35,520.00
Task B – Add Alternate One	Monthly	12	\$ 170.00	\$ 2,040.00
Task C – Add Alternate Two	Quarterly	4	\$ 598.00	\$ 2,392.00
Annualized Total Cost for Routine Tasks				\$39,952.00

Year Seven F	Pricing			
Routine Tasks A, B, and C	Term	Unit	Unit Cost	Annual Cost
Task A – Monthly Routine Services	Monthly	12	\$3,058.00	\$36,696.00
Task B – Add Alternate One	Monthly	12	\$ 176.00	\$ 2,112.00
Task C – Add Alternate Two	Quarterly	4	\$ 620.00	\$ 2,480.00
Annualized Total Cost for Routine Tasks				\$41,288.00

## Exhibit "A" Compensation Rate Schedule AGR19-06

Compensation for **Non-Routine and Non-Routine Emergency Services** shall be paid as follows:

When scheduled non-routine services are needed, Contractor shall provide County with a timeand-materials/not-to-exceed or fixed fee estimates for specific corrective repairs or maintenance work.

Compensation for scheduled non-routine and non-routine emergency services shall be paid in accordance with the Fee Schedules attached hereto as Exhibit A-1 and Exhibit A-2, respectively. For each subsequent year of the contract after the first annual term, the rates will increase by 3% annually.

When unscheduled emergency non-routine services are needed, services shall be provided on a <u>task order basis</u>. Contractor shall provide a schedule and associated fees to complete the work. No work shall be performed until County has authorized the task order. Once authorization has been received, Contractor shall be responsible for obtaining all necessary equipment, tools, labor and materials needed to complete the work.

### SCS FIELD SERVICES

### Fee Schedule: OM&M

(Effective May 1, 2018 through April 30, 2019)

Technical Field Personnel	Rate (\$)/Hour
Laborer	55
Fusion Technician	72
Technician	77
Equipment Operator	85
Systems Specialist	
Foreman	92
Plant Operator	92
Senior Technician	100
Superintendent	108
Mechanic	115
Controls Specialist	135
Senior Superintendent	135
Management/Support Personnel	Rate (\$)/Hour
Secretarial	54
Project Administrator	73
Field Data Analyst	
Senior Project Administrator	
Project Coordinator/Accountant	100
Designer/Drafter	
Field Project Coordinator	
Project Professional/H&S Specialist	
Sr. H&S Advisor	
Regional Field Compliance Auditor	
Controls & Instrument Engineer	
System Integrator/Product Manager	
Product Development Manager	
Senior Project Professional	
Project Manager/H&S/National Compliance Manager	
National RMC Director	
Sr. Project Manager	
Sr. Project Advisor	
Regional Manager/Project Director	250

### **General Terms**

- Labor rates are in effect until April 30, 2019. 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.
- 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 \$36 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 \$36 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.

## SCS FIELD SERVICES

## Fee Schedule: OM&M Equipment and Analysis (Effective May 1, 2018 through April 30, 2019)

	Rate (\$)
GEM 2000 NAV/5000 NAV/Envision Gas Analyzer(s):	
Daily Rate     Weekly Rate     Monthly Rate  H <sub>2</sub> S Gas Pod/C0 Gas Pod	555/week
SEM 500/TVA 2020/TDL 500/Site FID Emissions Monitor:	
<ul> <li>Daily Rate</li> <li>Weekly Rate</li> <li>Monthly Rate</li> </ul>	555/week
Q Rae Gas Analyzer O <sub>2</sub> /H <sub>2</sub> S/CO/Combustibles	50/day
Micro Max Gas Analyzer 0 <sub>2</sub> /H <sub>2</sub> S/CO/COI Combustibles	50/day
4-Gas Meter	50/day
Magnehelic Pressure Set	20/day
Digital Readout Thermocouple	25/day
Dräger Detector Tubes/Pump	15/each
Dewatering Pump (Trash Pump)	45/day
MiniRae 2000/3000 PID:	
Daily Rate     Weekly Rate     Monthly Rate	500/week
Air Sampling Station:	
Daily Rate      Weekly Rate	
Pipe Laser:	
<ul> <li>Daily Rate</li> <li>Weekly Rate</li> <li>Monthly Rate</li> </ul>	220/week
Water Trailer	75/day
PAS 3000 Personal Air Sampling Pump	25/day
Tedlar Bag (10-Liter)	40/each

Rate (\$)
Non-Contaminating Air Sampling Pump25/day
Interface Probe50/day
Handheld GPS:
<ul> <li>Daily Rate</li></ul>
Submersible Pump:
<ul> <li>Daily Rate</li></ul>
Water Level Indicator:
<ul> <li>Daily Rate</li></ul>
100-Foot Temperature Probe:
<ul> <li>Daily Rate</li></ul>
Teflon Well Bailer
Vacuum Box/Carbon Canister and Blower
Tool Truck
No. 14 P.E. Fusion Machine (1"-4"):
<ul> <li>Daily Rate</li></ul>
No. 26 P.E. Fusion Machine (2"-6"):
<ul> <li>Daily Rate</li></ul>
No. 28 P.E. Fusion Machine (2"-8")
<ul> <li>Daily Rate</li></ul>
No. 412 P.E. Fusion Machine (4"-12"):
<ul> <li>Daily Rate</li></ul>

Rate (\$)
No. 618 P.E. Fusion Machine (6"-18"):
<ul> <li>Daily Rate</li></ul>
<ul> <li>Daily Rate</li></ul>
Trackstar 500 Fusion Machine
<ul> <li>Daily Rate</li></ul>
Sidewinder Fusion Machine
Electrofusion Processor Machine:
<ul> <li>Daily Rate</li></ul>
Leister Extrusion Welding Gun
Air Compressor60/day
Arc Welder75/day
Generator (3,500-Watt)45/day
Generator (5,000-Watt)60/day
Generator (6,000-Watt):
Daily Rate65/day  Generator (8,000 Watt):
<ul><li>Daily Rate</li></ul>
Isolation Pinch-off Tools:
<ul> <li>Daily Rate</li></ul>
Plate Compactor75/day
Rammer/Jumping Jack Compactor75/day

Rate (\$)				
4-Wheeler (ATV):				
<ul> <li>Daily Rate</li></ul>				
4-Wheeler with 44" Mow Deck:				
<ul> <li>Daily Rate</li></ul>				
Riding Mower:				
<ul> <li>Daily Rate</li></ul>				
Chain Saw:				
<ul> <li>Daily Rate</li></ul>				
Horiba Water Quality Meter:				
<ul> <li>Daily Rate</li></ul>				
Hydrogen Sulfide Meter:				
<ul> <li>Daily Rate</li></ul>				
Infrared Thermometer:				
<ul> <li>Daily Rate</li></ul>				
Micropurge Flow Cell (Groundwater):				
<ul> <li>Daily Rate</li></ul>				
Oiless Compressor and Control Box (Groundwater):				
<ul> <li>Daily Rate</li></ul>				

	Rate (\$)			
Earth/Resistance Tester:				
Daily Rate      Weekly Rate      Monthly Rate	300/week			
Pitot Tube and Gauges:	300/ 111011(11			
Daily Rate      Weekly Rate      Monthly Rate	30/week			
Pressure Washer:				
Daily Rate     Weekly Rate      Monthly Rate	150/week			
Turbidity Meter/Conductivity Meter:				
<ul><li>Daily Rate</li><li>Weekly Rate</li><li>Monthly Rate</li></ul>	75/week			
Vacuum Air Pump:				
Daily Rate      Weekly Rate      Monthly Rate	300/week			
Downhole Video Camera System	200/day			
Weed Trimmer:				
Daily Rate     Weekly Rate     Monthly Rate	75/week			
Safety Equipment:				
<ul> <li>Tyvek Suit (each)</li> <li>Polyethylene suit (each)</li> <li>Nitrile gloves (per pair)</li> <li>PVC Gloves (per pair)</li> </ul>	20/each 15/each			
<ul> <li>Rubber booties (per pair)</li> <li>Organic Vapor Cartridges (per pair)</li> <li>Organic Vapor/Acid Cartridges (per pair)</li> </ul>	15/each			
<ul> <li>Cartridges pre-filters (per pair)</li> <li>Half face respirator (each)</li> <li>Full face respirator (each)</li> </ul>	15/each			
<ul><li>Ventilator/manhole blowers</li><li>Parachute harness</li></ul>	25/day			

Rate (\$)

### Tripod:

0	Daily Rate	35/day
•	Weekly Rate	105/week
•	Monthly Rate	315/month
•	SCBA	55/dav

### **General Terms**

- 1. Rates are in effect until April 30, 2019. 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 markup.