

ULSTER COUNTY RESOURCE RECOVERY AGENCY

RESOLUTION NO. 2644

RE: Approving a Contract Amendment between SCS Engineers and UCRRA

WHEREAS, The Ulster County Resource Recovery Agency (the “Agency”) is engaged in Solid Waste Management and Recycling in Ulster County, and

WHEREAS, An Agreement between the Agency and SCS Engineers was approved at the October 24, 2024 regular board meeting by Resolution 2585 for landfill leachate engineering services, and

WHEREAS, it is desirous for the Agency and SCS Engineers to enter into an amendment of the Agreement for the purpose of testing leachate for emerging chemicals according to the terms in the attached proposal, and

NOW, THEREFORE, BE IT

RESOLVED, by the Ulster County Resource Recovery Agency, that the Executive Director is authorized to work with Agency Counsel to draft an amendment to the Agreement based on the proposal dated March 7, 2025, and be it,

FURTHER RESOLVED, that the Executive Director of the Agency is hereby authorized and empowered to execute said Agreement on behalf of the Agency, and, and be it,

FURTHER RESOLVED, that this Resolution shall take effect immediately.

Moved by: _____ Seconded by: _____

Vote: Ayes: _____ Nays: _____ Absent: _____

Date: March 13, 2025

Financial impact: Not to exceed \$15,000

March 7, 2025
File No. 02224729.00

Mr. Marc Rider
Executive Director
Ulster County Resource Recovery Agency
PO Box 6219
999 Flatbush Road
Kingston, New York 12402

Subject: Proposal to Perform Leachate Sampling
Ulster and New Paltz Landfills, Ulster County, New York

Dear Marc:

SCS Engineers of New York, P.C. (SCS) is pleased to submit this proposal to provide Ulster County Resource Recovery Agency (UCRRA) additional engineering services in connection with our leachate evaluation at your Ulster and New Paltz Landfills. It is our understanding you are looking to sample the leachate tanks at the two landfills for parameters including per- and poly-fluoroalkyl substances (PFAS).

SCOPE OF SERVICES

SCS will mobilize to the two landfills and collect one leachate sample from the most representative leachate tank (as indicated by your staff) at each landfill. The samples will be collected with bailers compatible with sampling for PFAS. SCS is proposing to collect samples for analysis of wet chemistry parameters, PFAS as per above and other parameters that are of use in our treatment alternatives evaluation including metals, petroleum hydrocarbons, polychlorinated biphenyls (PCBs), pesticides and herbicides, volatile organic compounds (VOCs) and semi-volatile organic compounds (SVOCs). The full list of parameters is provided in the laboratory quotation (attached). In addition to the sample collection, SCS will obtain field parameters including pH, temperature, specific conductance, oxidation-reduction potential (ORP) and turbidity using a water quality meter.

The leachate samples will be collected in bottle ware (preserved if applicable) and compatible with sampling for PFAS. The samples will be delivered or sent via courier under Chain of Custody (COC) to Pace Analytical in Woodcliff Lake, New Jersey.

Following receipt and review of the sampling results, SCS will prepare a short memorandum with the results of our review for your use and will also incorporate the findings and conclusions into our alternative evaluation.

SCHEDULE AND BUDGET

We can mobilize to the site upon acceptance of this proposal. The standard laboratory turnaround time is approximately two weeks. We anticipate providing our draft summary letter to you approximately two weeks after completion of the sampling and receipt and review of sampling results.

Mr. Marc Rider
March 7, 2025
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We propose to perform the abovementioned services on a Time & Materials (T&M) basis in accordance with the attached fee schedule, not to exceed \$15,000, with approximately \$9,000 in laboratory fees and \$6,000 in labor and expenses.

To authorize SCS to perform the services described in this proposal, please sign the attached change order and return to us. The terms and conditions presented in the original "Agreement between SCS and Client for Professional Services" will govern our services for the contract. SCS can begin work upon receipt of the signed agreement.

We appreciate the opportunity to continue to work with UCRRA. Please contact one of the undersigned below with any questions.

Sincerely,



Christine H. Stokes
Project Manager
SCS Engineers of New York, P.C.



Todd DeJournett
Project Director
SCS Engineers of New York, P.C.

CHS/TD

Enclosures:

Pace Analytical Quotation
Fee Schedule
Change Order No. 1



February 13, 2025

Ms. Christine Stokes
SCS Engineers
4 Executive Boulevard suite 303
Suffern, NY 10901

Subject: Leachate Sampling, Ulster County, NY
Pace Quote Number: 30416

Dear Christine,

Pace Analytical Services is pleased to provide the following analytical cost proposal. A table with the project pricing is attached. Thank you for this opportunity. If you have any questions, or concerns, you may reach me directly at 508-439-5170.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Nathalie Lewis', written over a light gray rectangular background.

Nathalie Lewis
Project Manager

Attachment



Date February 13, 2025

Subject Leachate Sampling, Ulster County, NY

Quote # 30416

Wet Chemistry

WATER

PARAMETER	METHOD	# OF SAMPLES	UNIT RATE	EXTENDED TOTAL
Total Alkalinity - SM 2320 (ug/l)	2320B	1	\$25.00	\$25.00
Ammonia Nitrogen - SM 4500 (ug/l)	4500NH3-BH	1	\$34.10	\$34.10
Bicarbonate Alkalinity - SM 2320 (ug/l)	2320B	1	\$25.00	\$25.00
BOD - 5 Day - SM 5210 (ug/l)	5210B	1	\$40.90	\$40.90
Chloride - EPA SM 4500 (ug/l)	4500CL-E	1	\$25.00	\$25.00
COD - EPA 410 Low Level (ug/l)	410.4	1	\$34.10	\$34.10
Apparent Color - SM 2120	2120B	1	\$17.10	\$17.10
Specific Conductance - EPA 120.1	120.1	1	\$17.10	\$17.10
Total Nitrogen Package -SM 4500-N (ug/l)	See Footnote	1	\$88.50	\$88.50
NY Oil & Grease-Hexane Method - EPA 1664 Low-level	1664B	1	\$138.40	\$138.40
Total Phosphate - SM 4500P-E(M) (ug/l)	4500P-E(M)	1	\$43.10	\$43.10
Total Dissolved Solids - SM 2540 (ug/l)	2540C	1	\$25.00	\$25.00
Total Organic Carbon - SM 5310 (ug/l)	5310C	1	\$53.30	\$53.30
Total Suspended Solids - SM 2540 (ug/l)	2540D	1	\$25.00	\$25.00
Turbidity - EPA 180.1	180.1	1	\$17.10	\$17.10
Sulfate - SM 4500 (ug/l)	4500SO4-E	1	\$25.00	\$25.00
Sulfide - SM 4500 (ug/l)	4500S2-D	1	\$53.30	\$53.30
Total Phosphorus - SM 4500 (ug/l)	4500P-E	1	\$38.60	\$38.60
Total Cyanide - SM 4500 (ug/l)	4500CN-CE	1	\$38.60	\$38.60
Fluoride - SM 4500 (ug/l)	4500F-BC	1	\$56.70	\$56.70
Hexavalent Chromium - SM 3500 (ug/l)	3500Cr-B	1	\$26.10	\$26.10
Non-Polar Material -TPH by EPA 1664	1664B	1	\$138.40	\$138.40
			TOTAL	\$985.40



Date February 13, 2025

Subject Leachate Sampling, Ulster County, NY

Quote # 30416

Organics and Metals

WATER

PARAMETER	METHOD	# OF SAMPLES	UNIT RATE	EXTENDED TOTAL
Volatile Organics - EPA 624.1 NY DEP List	624.1	1	\$172.40	\$172.40
TCL Volatiles - EPA 8260D	8260D	1	\$125.90	\$125.90
ABN - EPA 625.1 NYDEP List	625.1	1	\$298.30	\$298.30
NYTCL Semivolatiles - EPA 8270E (RVT)	8270E	1	\$298.30	\$298.30
PFAAs via EPA 1633	1633	1	\$500.00	\$500.00
Herbicides -EPA 8151A Long List	8151A	1	\$228.00	\$228.00
Pesticides - EPA 8081B (RVT)	8081B	1	\$128.20	\$128.20
Pesticides - EPA 608.3 (RVT)	608.3	1	\$128.20	\$128.20
PCBs by EPA 608.3 (RVT)	608.3	1	\$107.80	\$107.80
PCB - EPA 8082A (RVT)	8082A	1	\$107.80	\$107.80
TPH - Diesel Range Organics	8015D(M)	1	\$97.60	\$97.60
TPH - Gasoline Range Organics	8015D(M)	1	\$97.60	\$97.60
Target Analyte List Metals - Total 6010D (ug/l)	See Footnote	1	\$239.30	\$239.30
Total Strontium - EPA 6010D (ug/l)	6010D	1	\$14.80	\$14.80
Total Silica - EPA 6010D (ug/l)	6010D	1	\$14.80	\$14.80
Total Molybdenum - EPA 6010D (ug/l)	6010D	1	\$14.80	\$14.80
Total Boron - EPA 6010D (ug/l)	6010D	1	\$14.80	\$14.80
			TOTAL	\$2588.60

PROJECT TOTAL	\$3574.00
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1. Pace Analytical Services implemented an Environmental Impact Fee of \$35/invoice. Please note that based on your project's sampling frequency, volume and turn-around-time requests, should this fee be included as a line item in this quotation, it should be considered an estimated value and subject to change.

2. All representations included in this quote are valid for 90 days from the published date. After that period, prices may be modified at Pace's discretion.



Date February 13, 2025

Subject Leachate Sampling, Ulster County, NY

Quote # 30416

3. Laboratory method blanks, laboratory control spikes (LCS/LCSD) are analyzed at no additional cost. If trip blanks, or other field QC such as matrix spikes (MS/MSD), duplicates, or field blanks/equipment blanks are required, they are billed at the unit prices.
4. Samples are disposed 21 days after invoicing unless prior arrangements have been made. Samples that require storage beyond 21 days will be billed a storage fee of \$5.00/sample/month for extended and monitored frozen storage.
5. Bottles, preservatives, and coolers will be provided at no additional cost.
6. Laboratory reporting limits (RLs) are based on clean, 100% dry reference material. Lab RLs as compared to State, Federal, QAPP, or other project criteria do not represent a guarantee. Actual field sample results will differ depending on site-specific field conditions and various factors such as high moisture, high levels of sulfur and/or organic matter, and high concentrations of non-target and/or target analytes.
7. Samples cannot be logged in and turnaround time clock will not start until any ambiguities are resolved. Surcharge fees will be applied when response is not received within 24 hours and original requested turnaround time is still required.
8. Any samples that are received on hold and are not analyzed will incur a \$50 fee per batch of samples. (Batch defined as up to 20 samples.)
9. A sample disposal fee of \$9.00 will be charged per sample. (This fee is charged on a per sample basis, and not by individual sample containers.)
10. Turnaround time is an estimate and may vary depending on laboratory capacity at the time of sample receipt. Pace Analytical Services reserves the right to revise the turnaround time accordingly, should the scope and/or schedule of the project change.
11. Redigestion and Reanalysis of New Jersey (NJ) Hexavalent Chromium, due to matrix effects, will be billed at the listed unit price.
12. Purchase Orders: If your accounting department requires a PO on invoices, please ensure that this information is provided prior to sample submittal. Failure to do so may result in delays with final invoicing and/or data reporting.
13. If your project has contingency samples on hold, please contact your project manager within 3 business days of receiving the first and all subsequent preliminary reports to request additional analyses. Requests made after the 3 business days timeframe will be reported under a separate report.



Terms & Conditions

In the absence of a written agreement to the contrary, this order constitutes an acceptance by the Client of Pace Analytical Services (PACE)'s offer to do business under these Terms and Conditions, and agrees to be bound by these conditions. Any terms and conditions from Client's that do not conform to the terms and conditions contained herein shall be deemed invalid and unenforceable, unless accepted in writing by PACE. Any provisions of Terms and Conditions held in violation of any law or ordinance shall be stricken, and all remaining provisions shall continue valid and binding. This order shall not be valid unless it contains sufficient specifications to enable PACE to carry out the Client's requirements. Samples must be accompanied by: a) adequate instruction as to the quantity and type of analysis requested, and b) reporting and billing address information. Upon timely delivery of samples, PACE will use its best efforts to meet mutually agreed turnaround times, calculated from the point in time when PACE has determined that it can proceed with the defined work to be done (Sample Delivery Acceptance). The Client is required to respond to questions about the order within one business day of request by PACE. If the Client does not respond within one business day, the turnaround time for any deliverables will be extended by the same number of business days PACE was delayed in receiving a response from the Client. PACE reserves the right, to refuse or revoke Sample Delivery Acceptance for any sample which in the sole judgment of PACE: a) is unsuitable volume; b) may pose a risk or become unsuitable for handling, transport or processing for any health, safety, environmental or any other reason; c) holding times cannot be met due to passage of more than 48 hours from the time of sampling or ½ the holding time for the requested test, whichever is less.

Client agrees to pay for all applicable charges to process this order. Prices do not include sales tax. Applicable sales tax will be added to invoices where required by law. Payment in advance is required for all Clients except those whose credit has been established with PACE. For Clients with approved credit, payment terms are Net 30 days from the date of the invoice by PACE unless other payment terms are agreed to in writing. All overdue payments are subject to an interest and service charge of one and one half percent (1.5%) (Or the maximum rate permissible by law, whichever is lesser) per month or portion thereof from the due date until the date of payment. All fees are charged or billed directly to the Client. The billing of third parties will not be accepted without a prepayment from the third party or a signed credit agreement from the third party that acknowledges and accepts payment responsibility. PACE may suspend work and withhold delivery of data under this order at any time in the event that the Client fails to make timely payment of its invoices. Client shall be responsible for all costs and expenses of collection including reasonable attorney's fees. Data or information provided to PACE or generated by services performed under this agreement shall only become the property of the Client upon receipt in full by PACE of payment for the entire Order.

PACE will use analytical methodologies which are in substantial conformity with published test methods. PACE has implemented these methods in its Laboratory Quality Manuals and referenced Standard Operating Procedures where the nature or composition of the samples requires it. PACE reserves the right to deviate from these methodologies as necessary or appropriate, based on the reasonable judgment of PACE. Deviations, if any, will be made on a basis consistent with the recognized standards of the industry and/or PACE's Laboratory Quality Manuals. Client may request that PACE perform according to a mutually agreed upon Quality Assurance Project Plan (QAPP). In the event that samples arrive without a prior agreement on a QAPP, PACE will proceed with analyses under its standard Quality Manuals then in effect, and PACE will not be responsible for any re-sampling or other changes if work must be repeated to comply with the subsequently finalized QAPP.

PACE's liability for any and all causes of action arising hereunder, whether based in contract, tort, warranty, negligence or otherwise, shall be limited to the lesser amount of compensation for the services performed or \$100.00. All claims, including those for negligence, shall be deemed waived unless suit therein is filed within one year after PACE's completion of the services. Under no circumstances, whether arising in contract, tort (including negligence), or otherwise, shall PACE be responsible for loss of use, loss of profits or for any special, indirect, incidental or consequential damages occasioned by the services performed by application or use of the reports prepared.

In no event shall PACE have any responsibility or liability to the Client for any failure or delay in performance by PACE which results, directly or indirectly in whole or in part, from any cause or circumstance beyond the reasonable control of PACE.

PACE shall dispose of the Client's samples 21 calendar days after the analytical report is issued, unless instructed to store them for an alternate period of time or return such samples to the Client. The return of samples will be at the Client's own expense.



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STANDARD FEE SCHEDULE
(Effective through March 2025)

	<u>Rate/Hour</u>
Project Director II	\$290
Project Director I.....	255
Project Manager	180
Senior Project Professional.....	160
Project Professional	145
Staff Professional.....	125
Designer.....	125
Associate Staff Professional	110
Drafter.....	100
Senior Field Technician	110
Technician.....	90
Office Administrator.....	140
Administrative Assistant.....	100
Secretary/Clerical.....	90

1. The hourly rates are effective through March 31, 2025. Work performed thereafter is subject to a new Fee Schedule.
2. The above rates include salary, overhead, administration, and profit. Costs for outside consultants, laboratory and subcontractors and for job related travel (current automobile¹ mileage rate is \$0.67 per mile) and subsistence, computer and administration fee (\$6.00 per billable hour for non-field work), equipment, supplies, etc., are billed at actual cost plus 15 percent.
3. Charges for equipment usage will be invoiced in accordance with SCS’s Equipment Rates schedule, plus 15 percent.
4. Invoices will be prepared monthly 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 to in writing. Client agrees to pay legal costs, including attorney's fees incurred by SCS in collecting any amounts past due and owing on client's account.
6. Rates for Senior Executives and Principals of the firm and special situations, such as litigation support and expert testimony, are negotiated on a project-specific basis.

¹Current truck usage rate is \$45 per half day, \$80 per day plus \$0.45 per mile



ATTACHMENT B

CHANGE ORDER PURSUANT TO AGREEMENT
BETWEEN SCS ENGINEERS AND CLIENT FOR PROFESSIONAL SERVICES

CHANGE ORDER NO. 1

1. Scope of Services to be Changed: Additional task for leachate sampling

2. Schedule to be Changed: N/A

3. Compensation to be Changed: Additional \$15,000 T&M

4. Special Provisions: N/A

5. Agreement by the Parties: The parties have caused this Change Order to be executed by their duly authorized representatives.

SCS ENGINEERS:

UCRRA: _____

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____