

WASTELINE INC.

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23 July 2021

SUBJECT: Assistance in 110c/112c Permitting, new USFS/County Pit
2.5 miles E of Jackson Mountain, off FSR 38 Archuleta County (Pagosa Springs), CO 81147

Mr. Tim Hatch, Supervisor, Archuleta County Road and Bridge Department
Via Email <THatch@archuletacounty.org>

Dear Mr. Hatch:

WASTELINE, Inc. (WL) is pleased to submit this proposal to Archuleta County as our Client to assist you in designing and obtaining permits for a gravel and sand pit at the proposed location.

This work plan assumes that the following conditions do or will exist:

- The site is National Forest System lands and is primarily an unvegetated talus slope of volcanic rock, and is accessible by USFS roads directly off SH-160 which will not need to be part of DRMS permit.
- The County Conditional Use Permit (CUP) process may be more feasible due to specific conditions as discussed, but it is essential for the County to carefully follow its own rules and procedures, while working with local agencies and state/federal agencies to obtain the permits.
- Although the permit area may less than 10 acres (allowing a 110c permit) it is likely that a 112c permit (for greater than 10 acres) is the wisest course to pursue. No financial warranty will be required by County or State regardless of size.
- County will obtain and hold permits, while USFS will be landowner; County will contract with private firms to operate pit, including excavation, crushing, screening, reclamation, and related operations, on an annual basis. County or County/USFS contractors will haul from the pit.
- We can expect some opposition to either the mining or the permit both locally and in the region, but there is also some local support.
- WL will have access to USFS and County information already obtained and obtained in the future.

The work to be performed by WL includes the following items (see Task Training Outline Attachment 1):

- Prepare the DRMS application and all exhibits to meet DRMS standards, including public notices.
- Prepare the County permit application and all exhibits to meet County requirements, including public notices.
- Prepare necessary NEPA documentation in coordination with USFS including environmental assessment or impact statement if needed.
- Prepare any other necessary environmental permits, notices, and registrations, including but not limited to air quality, water quality, and water rights, for submission by the County or on behalf of County and USFS.
- Coordination with DRMS and state/local agencies (Conservation District, Health Department, etc.).
- Documentation of all actions.
- Other tasks on or added to Attachment 1 as the project progresses as authorized by County.

This project will not include (unless it is agreed in writing to revise this proposal and task list):

- Any permitting and public notice fees – County will make direct payment to agencies as required, or will reimburse WASTELINE per any modification prepared and accepted in writing by both parties.
- Posting of performance warranties (WASTELINE will assist in paperwork).

WASTELINE, Inc. shall provide draft and final versions, electronically, together with necessary instructions, on a schedule to be agreed between WASTELINE, Inc. and County. County authorizes WASTELINE, Inc. professional-level employees to serve as Agent for Client in dealing with agencies, with the understanding that written/verbal authorization will be granted by Client as and when needed.

The *estimated cost* of the services to be provided is \$21,000.00 (initial retainer of \$2,100.00 requested). This is based on both the hourly rates shown in attachment 2 (Annual Fee Schedule) incorporated into this agreement, and the above assumptions. Actual time will be invoiced and may exceed estimate; client will be notified if time may exceed 125% of estimate. WASTELINE, Inc. will indemnify County against injury to WASTELINE, Inc. employees and damage to WASTELINE, Inc. equipment and vehicles, but will not provide proof of insurance coverage beyond automobile insurance cards. Proposed date for completion is 30 November 2021, assuming USFS, State and County cooperation.

Accepted by:

_____ (signed) _____ (printed), for County, Date: _____

For WASTELINE, Inc. by Nathan A. Barton, Comptroller

WL Project # 5205.

WASTELINE, INC.

ANNUAL FEE SCHEDULE - PROFESSIONAL SERVICES (2021)

A. PROFESSIONAL STAFF (See notes below.)

1	Project Manager	Hour \$140.00
2	Senior Engineer/Senior Management Analyst	Hour \$120.00
3	Staff Engineer/Management Analyst	Hour \$110.00
4	Field or Construction Engineer/Researcher	Hour \$100.00
5	Registered Land Surveyor	Hour \$130.00

B. TECHNICAL STAFF (See notes below.)

1	Technician/Field Chief	Hour \$80.00
2	Field Environmental/Engineering/Sampling/Monitoring Technician	Hour \$75.00
3	CAD-Graphics/Computer/Laboratory Technician	Hour \$75.00
4	Survey Party Chief	Hour \$105.00
5	Survey Party - 2 person/conventional	Hour \$140.00
6	Survey Party - 2 person w/GPS or robotic	Hour \$170.00
7	Survey Party - 1 person w/GPS or robotic	Hour \$130.00

C. SUPPORT STAFF AND GENERAL (See notes below)

1	Publication/Administration/Recordkeeping	Hour \$60.00
2	Examination/Training Assistant/Proctor	Hour \$60.00
3	Word Processing/Clerical	Hour \$60.00
4	ALL STAFF - Travel rate (ground or air) of base rate	Hour 50%

B. GENERAL EXPENSES (See notes below)

1	Mileage (Automobile/Pick-up)	Mile \$0.75
2	Mileage (1-ton truck/haul)	Mile \$1.50
3	Per Diem (food and lodging)	Day \$145.00
4	Per Diem (no lodging)	Day \$45.00
5	Subcontract service or rental (including postage, shipping, laboratory work, non-digital photography, special disciplines, etc.)	Cost + 10%
6	Report/Training Materials preparation (copying or printing/binding/etc.)	Cost +10%
7	Travel expenses (flights, equipment haul, vehicle rentals, etc.)	Cost
8	Equipment Rental, common environmental/engineering (examples: laser level, sound meter, handheld field GPS/GIS, sieve, sand cone, fuel sampling, extinguishers, standard gas monitors, air sampling equipment (hand), drones)	Day \$85.00 or less (varies)
9	Equipment Specialized/Special use (examples: well/water sampling, nuclear density gage, training equipment, FID/PID, gas analyzers, ATV) Usually per Day	Cost +10%
10	Personal Protective Equipment (Level C or Level D)	Change \$70.00
11	Training equipment, including PPE issued to trainees/observers	Cost
12	Field sampling testing supplies, materials, disposal	Cost
13	Standard office/engineering computers and software	Included
14	Specialized programs	Cost

Notes for equipment and support/supply rental:

1. Normally, lodging will be billed at actual cost +5% unless otherwise specified.
2. Rates for testing, other laboratory services, and equipment/materials not specified above will be provided as part of estimate for individual tasks. As rates and associated costs change frequently, and are dependent on location needed, these cannot be easily estimated.
3. Costs for testing, equipment, and materials/supplies are negotiable for specific tasks/projects and for quality control/assurance and other longer-term work.
4. Costs generally cover equipment, labor for calibration, and standard normal turn-around times and delivery schedules. Faster shipping, non-standard testing, supervisory and project management costs and costs of evaluation of data are billed separately by line item or labor.
5. Certain materials may require increased disposal costs to comply with regulatory requirements.

6. Daily and weekly equipment rates cover a maximum of 10 hours and 50 hours respectively. Daily rates may include transportation times to and from point of rental to project site.
7. Fuel for fuel-burning equipment (such as ATV, gensets) will be billed in addition to daily/weekly rates. Replacement/recharge of batteries or fuel cells may be billed in addition.
8. PPE rates do not include any necessary decontamination and/or disposal.

Notes for unit prices/hourly rates:

1. Services are billed at the rate of the level/type of work performed and not based on the person performing the work. For example, if an engineer is doing work as a sampling technician, that time will be billed as a technician, not engineer.
2. Hourly rates are billed to the 1/10 (tenth) hour.
3. All staff time and expenses in furtherance of the client's work will be billed. This includes, but is not limited to preparation of work orders (proposals for specific tasks), field, travel, research, technical review and reporting, project management, client meeting, coordination with regulatory and other agencies, and project/task specific administrative time and expenses.
4. An overtime rate of 1.3 times the regular rate is billed for technical and support staff services for work in excess of 40 hours per week, work between 1900 and 0500 hours, and work on Saturdays. This overtime rate may be increased to 2.0 times the regular rate for work on Sundays and holidays. Expert witness services (deposition and testimony) are charged at 1.5 times the regular billing rate, but travel to/from hearings etc. at 0.5 times regular rate. We try very hard to avoid work on Sundays, except for emergency.
5. Rates are subject to periodic modification (typically once per annum). These rate modifications will be incorporated into long-term projects, unless otherwise addressed in the contract/work order.

General Notes

1. Rates quoted are for expenses of rentals/leases only: equipment purchases for client is marked up 20%.
2. Personnel rates are billed separately from general expenses. Personnel rates are billed on the hourly basis, to ensure compliance with state tax codes and TECRO/TERO regulations.
3. Expenses include all applicable taxes and fees. Standard copying 8.5x11 is 10¢ B&W, 30¢ color.
4. Standard non-reusable protective outerwear and equipment damaged or contaminated by site conditions are billed at replacement cost plus 15%.
5. We reserve the right to modify per diem rates in high-cost areas. Generally lodging costs will be billed at actual cost plus 10% but that is not always possible to document.
6. General expense mark-ups may be negotiated based on contract size, duration, and payment terms.
7. Specialized computer programs may require additional personnel hours for orientation and familiarization.
8. Where services are subject to sales and use taxes, the location of the services and NOT the location of the client's offices will be used to calculate and submit tax rates. Sales and use taxes for purchase of services, supplies, and rentals are normally based on the point of delivery and not on a project site, unless eligible for tax exemption or resale.
9. Hourly personnel rates do not include any applicable sales taxes, TERO or TECRO fees or taxes. These will be added where necessary. WASTELINE will obtain all necessary state and tribal business and tax licenses.
10. Excessive damage, wear and tear on rental equipment may result in additional billing for repair/replacement, and will be negotiated with the client.
11. Samples will NOT be retained or held beyond classification and testing unless otherwise agreed to in writing prior to sampling. Environmental samples remain the property of the client.
12. Work products are copyrighted by WASTELINE, INC. and all rights reserved. The client and its successors are granted authorization to use and reproduce in hardcopy and electronic form provided full attribution is given and no changes are made without written permission.
13. Unless otherwise agreed to in writing, a monthly interest charge equal to 18% per annum, will be charged from the date of invoice on all invoices not paid within 30 days.