

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between Archuleta County ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective December 2, 2020, this Supplemental Letter Agreement dated November 29, 2022 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2023 Engineering Services.

Client's Authorized Representative: Kevin Pogue

Address: P.O. Box 1507
Pagosa Springs, CO 81147

Telephone: 970.246.8408 **email:** kpogue@archuletacounty.org

Project Manager: Steve Winters

Address: 934 Main Avenue, Unit C
Durango, CO 81301

Telephone: 970.385.4546 **email:** swinters@sehinc.com

Scope: The Basic Services to be provided by Consultant:

Task 1 – Remaining Airspace Calculation

Task 2 – Survey

Task 3 – Final Closure Surface and Staking Plans

Task 4 – Phase 4A Repair Construction Oversight and Certification Documentation

Task 5 – Phase 4B Design, Construction Oversight and Certification Documentation

Task 6 – Final Cover Construction Documents

Task 7 – LEA-1 Pump and Panel Repair

Task 8 – Miscellaneous Engineering Tasks

Schedule: As described in the Scope of Work.

Payment: The estimated fee is hourly estimated to be \$297,000 including expenses and equipment (Attachment A).

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1. Additional work, if required, shall be compensated in accordance with the rate schedule attached hereto as Attachment B.


Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

None

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Short Elliott Hendrickson Inc.

Archuleta County

By: 
Steve Winters, PE
Title: Planning and Land Development - RPCL

By: _____
Title: _____

Exhibit A-1
to Supplemental Letter Agreement
Between Archuleta County (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated November 29, 2022

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment (Attachment B).

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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Attachment A

2023 Budget Estimate

Archuleta County Landfill Engineering Services

Task Number	Task Description	Estimated Total
1	Remaining Airspace Calculation	\$3,500.00
2	Survey	\$5,000.00
3	Final Closure Surface and Staking Plans	\$4,500.00
4	Phase 4A Repair Construction Oversight and Certification Documentation	\$53,000.00
5	Phase 4B Design, Construction Oversight, and Certification Documentation	\$166,000.00
6	Final Cover Construction Documents	\$35,000.00
7	LEA-1 Pump and Panel Repair	\$15,000.00
8	Miscellaneous Engineering Tasks	\$15,000.00
TOTAL		\$297,000.00

A work item that is note included, is explicitly excluded from the Scope.

Exhibit B, SEH Standard Rate Table	
Job Title	Hourly Group Rate*
Engineering Intern	\$80-\$90
Administrative Assistant	\$100-\$130
Landscape Architect	\$125-\$140
Senior Landscape Architect	\$140-\$160
Graduate Engineer	\$115-\$130
Planner	\$130-\$150
Land Surveyor	\$100-\$125
Professional Surveyor	\$125-\$150
Architect	\$140-\$165
Scientist	\$100-\$125
Community Development Specialist	\$135-\$165
Senior Scientist	\$160-\$180
Project Engineer	\$140-\$160
Senior Scientist II	\$165-\$180
Senior Engineer I	\$160-\$180
Senior Engineer II	\$175-\$190
Senior Engineer II/Principal	\$200-\$210
Senior Community Development Specialist	\$180-\$210
Senior Planner II	\$210-\$230
RPCL/Principal	\$225-\$250
Sub-Consultants	Cost + 10%
Equipment Per Hour	Rate
Tier 3 Drone	\$ 150.00
Survey Vehicle or Field Vehicle	\$ 5.00
3D Scanner (SX-10)	\$ 40.00
Robotic Total Station	\$ 35.00
GPS - Survey Grade	\$ 35.00
Magnetometer	\$ 12.50
ATV/UTV	\$ 15.00
All Vehicles: Std IRS Mileage Rate	\$0.625 / mile
All other expenses	At cost + 10%
* If Client requests additional services beyond 6/30/2023, they agree to renegotiate rates	