

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 Environmental Monitoring.

Client's Authorized Representative: Kevin Pogue

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

Telephone: 970.264.8408 **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:

2023 Scope of Work – Environmental Monitoring

Archuleta County (Client) has requested SEH (Consultant) to provide a fee estimate for specific tasks relating to environmental monitoring and reporting activities for the Archuleta County Landfill (Site) during calendar year 2023.

The following tasks are proposed for the Site:

Task 1 – 1st Quarter LFG Monitoring

SEH will conduct the first quarter LFG monitoring at the facility in March 2023. LFG monitoring will be conducted in GW-1R through GW-5, MW-1, MW-2, MW-4, TV-1 through TV-3, PVW-1 through PVW-6, and BH-1 through BH-12 (or as modified to meet specifications in the EDOP).

LFG monitoring will follow the guidance provided in Section 2.3 of the CDPHE Hazardous Materials and Waste Management Division (HMWMD) Regulations Pertaining to Solid Waste Sites and Facilities (the solid waste regulations), as provided in 6 CCR 1007-2.

Task 2 – 2nd Quarter LFG Monitoring and Semi-Annual Groundwater Sampling

SEH will conduct the second quarter LFG monitoring and groundwater sampling at the facility in June 2023. LFG monitoring will be conducted as stated in Task 1. The groundwater monitoring will include detection and assessment monitoring for the existing groundwater monitoring well (MW-4) and one field duplicate collected from MW-4 (identified as MW-5).

During this event, samples will also be collected from LEA-1 and LEA-2 using either the existing dedicated pumps or new, disposable bailers in these two locations.

The groundwater data will be evaluated following Section 2.2 of the solid waste regulations. Calculations of statistically significant increases (SSIs) will be completed, and notification will be sent to CDPHE if SSIs are determined.

The cost includes renewal of the Sanitas software license for one year, July 1, 2023 through June 30, 2024.

Task 3 – 3rd Quarter LFG Monitoring

SEH will conduct the third quarter LFG monitoring at the facility in September 2023. This task will be completed following the procedures discussed in Task 1.

Task 4 – 4th Quarter LFG Monitoring and Semi-Annual Groundwater Sampling

SEH will conduct the fourth quarter LFG monitoring at groundwater sampling at the facility in November 2023. LFG monitoring will be conducted as stated in subtask 1.3 and groundwater monitoring will be conducted as stated in Task 2. During this event, samples will not be collected from LEA-1 and LEA-2.

Task 5 - 2022 Annual Report

SEH will prepare an annual groundwater and landfill gas monitoring report, summarizing the groundwater and landfill gas (LFG) sampling and monitoring results from 2022. A draft copy of the report will be submitted to the Archuleta County for review and comment, and mutually agreed upon changes will be incorporated into the final version of the report. An electronic copy and one hard copy of the final report will be submitted to the Colorado Department of Public Health and Environment (CDPHE). An electronic copy will also be submitted to Archuleta County for its records.

Task 6 – SWMP Sampling and NetDMR Reporting

SEH will assist with implementation of the stormwater management plan and the related discharge permit. Due to variability in precipitation events, Archuleta County staff will collect stormwater samples and notify SEH when a sample has been collected. SEH will pick up the samples and ship them to Pace analytical laboratory for analysis of total suspended solids and total iron. SEH will also prepare and submit (upon approval from Archuleta County) the quarterly discharge monitoring reports (DMRs).

Task 7 – Monthly Leachate Data

SEH will mobilize to the site monthly to download leachate data from LEA-1 and LEA-2 and submit this data to CDPHE.

Task 8 - Air Quality/Greenhouse Gas Determination

This is a compliance task. Even though the landfill did not exceed greenhouse gas emissions threshold in 2020, both the CDPHE and U.S. Environmental Protection Agency (EPA) require the facility to maintain a record that the emissions are reviewed annually and that a demonstration is made that the facility continues to be below the threshold.

SEH will review applicable information provided by Archuleta County and perform calculations to demonstrate that the facility is still under the thresholds. This demonstration is typically completed in March of each year. A final letter providing the results of the calculations will be prepared and submitted to Archuleta County to place in their operating file.

This task includes maintaining compliance for greenhouse gas reporting for 2022. Greenhouse gas reporting is an EPA requirement. SEH does not expect to update the Air Pollutant Emission Notice or the Design Capacity Report that is currently on file with CDPHE.

Task 9 – Update Groundwater Monitoring Plan

CDPHE regulations require updating the groundwater monitoring plan every five years; this is due in 2023. SEH will update the groundwater monitoring plan including statistical analysis and recommendations for prediction limits. This plan will be submitted to Archuleta County for review prior to submission to CDPHE.

Task 10 – Miscellaneous Environmental Tasks

SEH will provide general compliance support and environmental services to Archuleta County on an as-requested basis. It is anticipated this may include, air space calculations, filing/sequencing plan development, response to technical issues, correspondence with regulatory agencies and stakeholders, and general environmental and compliance assistance with operations.

Schedule: As described in the Scope of Work.

Payment: The fee is hourly estimated to be \$105,945.12 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

x:\ae\archu\166146\archu 2023 slas env and eng\2023 environmental sla.docx

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.

document1

Attachment A

2023 Budget Estimate

Archuleta County Landfill Environmental Monitoring

Task Number	Task Description	Estimated Labor	Estimated Expenses (includes Computer)	Estimated Total
1	1st Quarter Monitoring (Gas)	\$5,572.60	\$1,310.60	\$6,883.20
2	2nd Quarter Monitoring (Gas, Leachate, Groundwater)	\$9,628.60	\$6,919.80	\$16,548.40
3	3rd Quarter Monitoring (Gas)	\$5,572.60	\$1,310.60	\$6,883.20
4	4th Quarter Monitoring (Gas, Groundwater)	\$9,628.60	\$4,469.80	\$14,098.40
5	2022 Annual Report	\$9,949.80	\$324.80	\$10,274.60
6	SWMP Sampling and NetDMR Reporting (4 Quarters)	\$9,628.60	\$1,024.80	\$10,653.40
7	Monthly Leachate Data	\$9,628.60	\$1,224.80	\$10,853.40
8	Air Quality/Greenhouse Gas Determination	\$6,409.20	\$208.80	\$6,618.00
9	Update Groundwater Monitoring Plan	\$9,076.92	\$301.60	\$9,378.52
10	Miscellaneous Environmental Tasks	\$12,459.60	\$1,294.40	\$13,754.00
TOTAL		\$87,555.12	\$18,390.00	\$105,945.12

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	