

**PROFESSIONAL SERVICE AGREEMENT  
BETWEEN SANTA FE COUNTY AND  
PRECISION SURVEYS, INC.  
FOR SURVEYING SERVICES**

**THIS AGREEMENT** is made and entered into this 22<sup>nd</sup> day of August 2018, by and between **SANTA FE COUNTY** (County) and **PRECISION SURVEYS, INC.**, whose principal address is 9200 San Mateo Blvd., NE, Albuquerque New Mexico 87113 (Contractor).

**WHEREAS**, in accordance with NMSA 1978, Sections 13-1-112 and 13-1-117, competitive sealed proposals were solicited through Request for Proposals (RFP) No. 2018-0351-CMO/BT for surveying services for rights-of-way of County maintained roads within the Pueblos of Nambe, Tesuque, San Ildefonso and Pojoaque; and

**WHEREAS**, based upon the evaluation criteria established within the RFP for the purposes of determining the most qualified Offeror, the County has determined the Contractor as the most responsive and highest rated Offeror; and

**WHEREAS**, the County requires the services and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

**NOW, THEREFORE**, it is agreed between the parties:

**1. SCOPE OF WORK**

The Contractor shall perform the following services.

A. Provide professional surveying services related to the survey of rights-of-way (ROW) located within the Pueblos of Tesuque, Nambe, San Ildefonso and Pojoaque, and prepare and submit ROW applications in accordance with 25 C.F.R. Part 169 to the United States Bureau of Indian Affairs (BIA), as outlined in the Project Specific Requirements for each Pueblo as outlined below.

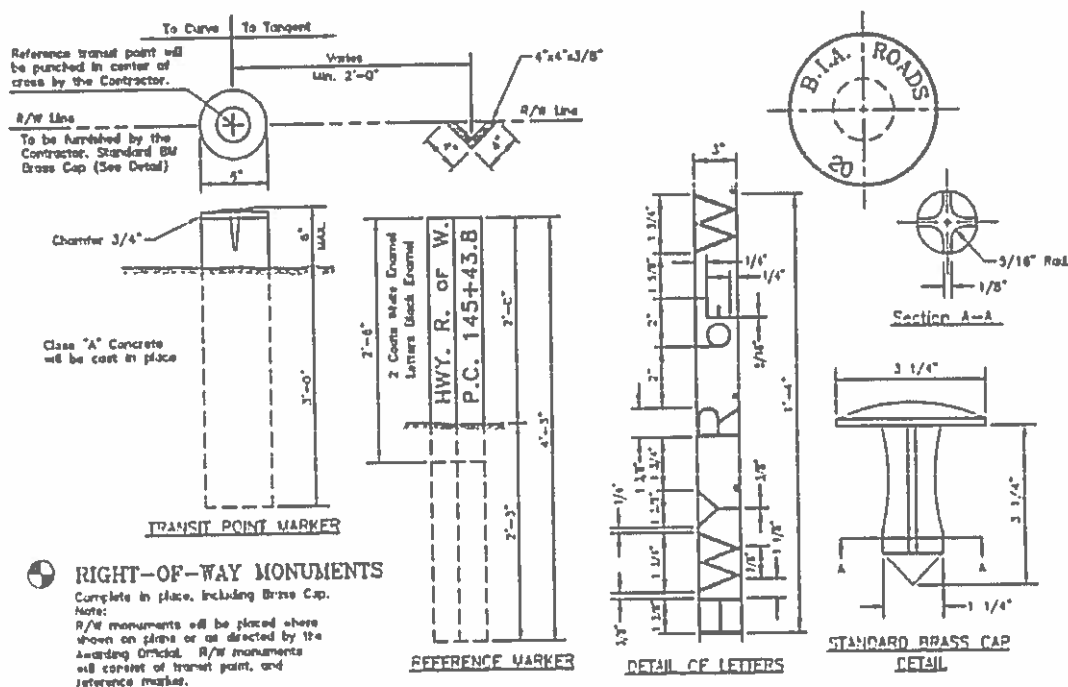
In general the Contractor shall prepare maps of Definite Location (Right of Way Maps) that meet the requirements of 25 CFR 169, Rights-of-Way Over Indian Lands, including setting of ROW Monuments that meet BIA standards.

The preparation of these maps will be based on survey data already collected as part of the Pojoaque Basin Regional Water System (PBRWS) design surveys and the boundary surveys of the interior boundaries within the exterior boundaries of the Pueblos.

1. Establish the centerline of each road based on PBRWS 2014 aerial imagery.
2. Once the centerline has been established, the centerline will be stationed for reference.
3. For inclusion into the Department of the Interior Trust Asset and Accounting Management System (TAAMS), each segment of right of way must be broken

down by one-quarter section of the Public Land Survey System (PLSS). This information shall be shown on the map sheets.

4. Show a tie to the nearest corner of the PLSS.
5. Prepare a metes and bounds legal description of each segment.
6. Prepare maps of Definite Location for each ROW.
7. Perform Quality Assurance checks of maps.
8. Set BIA construction standard Right-of-Way Monuments at both sides of the BOP and EOP of each road. On roads longer than one mile, set intermediate monuments at 1,500 foot increments. At each point of curvature, point of tangency or angle point on both sides of right of way, a number 4 epoxy coated rebar with aluminum cap must be set.
  - a. BIA Monument consists of a 3-1/4" diameter brass cap stamped "BIA ROADS2018"
  - b. Each BIA Monument must be set in a 6" diameter by 3.25' deep concrete cylinder.
9. Set BIA construction standard ROW Reference Markers.
  - a. Marker consists of a 4"x4"x3/8" angle iron set 2' away from the ROW Monument. Marker must be set 2'-3' below ground.
  - b. Each marker must be painted with two coats of white enamel paint.
  - c. Each marker must have black letters painted that state "HWY. R. of W." on one face and the station identifier must be painted on the other face.
10. Detail of monument and marker is as follows:



11. All surveys and plans shall be reviewed by the Bureau of Land Management Indian Land Surveyor (BILS).

- a. Address any comments received by BILS.
12. Deliverables of CAD DWG files, High Quality PDFs, and Geographic Information Systems (GIS) Data:
- a. Contractor shall deliver all final CMR ROW and Monumentation Maps as Computer-Aided Design (CAD) DWG files and as High Quality PDFs.
  - b. To convert data into GIS: CAD DWG files shall utilize the coordinate system of the survey. The Contractor shall perform Ground to Grid conversion to bring survey elements shown in each CAD DWG accurately into a GIS environment and to achieve accurate alignment to the grid. Correct scale factors shall be applied in each CAD DWG to accomplish accurate alignment to the grid prior to conversion into GIS. Each CAD DWG shall be converted to a GIS file format. Contractor shall deliver scale factors with each CAD DWG. Methodology for conversion of CAD data to GIS shall be reviewed and accepted by Santa Fe County prior to commencement of conversion work to a GIS format.
  - c. Contractor shall deliver preliminary and final GIS data in ESRI feature classes file geodatabase format compatible with ArcGIS 10.4.1. All preliminary and final GIS data delivered by the Contractor shall be delivered in the New Mexico State Plane Coordinate System, Central Zone, NAD 1983 HARN in units of U.S. Survey Feet (NAD\_1983\_HARN\_StatePlane\_New\_Mexico\_FIPS\_3002\_Feet).
  - d. Line feature classes shall include CMR road centerline, ROW lines on each side of CMR road centerline, and other line features surveyed.
  - e. Point feature classes shall include stationing along CMR road centerlines, monument control points, access points and other point features surveyed. For access points, the point shall be placed at the center of the ingress/egress location where the access point leaves private property, and in the event of gaps, a point shall also be placed at the center of the ingress/egress location where the access point intersects the CMR ROW line.
  - f. Preliminary CAD DWGs with scale factors and GIS data shall be delivered by the Contractor to the County for review and approval.
    - i. Upon approval and acceptance by the County, the Contractor shall deliver final CAD DWGs with scale factors and GIS data deliverables.

**Specific Requirements for each Pueblo:**

**1. Pueblo of Tesuque:**

- (a) Within one year following the execution of this Agreement, the County shall submit to the BIA a ROW application for CMR 72I in accordance with the requirements of 25 C.F.R. Part 169, including but not limited to, identifying the Pueblo lands affected by the ROW, maps of Definite Location for the ROW, and ownership of any permanent improvements associated with the ROW.
- (b) The width of the ROW shall be the existing driving surface of CMR 72I on Pueblo land plus four feet (4') on each side of the existing driving surface (standard ROW width). However,

wherever the standard ROW width would encroach on private land, the actual ROW width shall extend to the boundary of the private land.

(c) Contractor shall prepare all survey documentation in accordance with the General Scope of work and develop an accurate legal description of the ROW to include in the County's application, prepared by the Contractor, and submitted to the Bureau of Indian Affairs. In addition, the Contractor shall place caps at agreed-upon locations as described in paragraphs 1.8 and 1.9 along both sides of CMR 72I.

## **2. Pueblo of Nambe:**

(a) Within one year following the execution of this Agreement, the County shall submit to the BIA a ROW application for CMR 84E, CMR 84F, CMR 84G, CMR 106, CMR 113, CMR 113S, CMR 113A, CMR 113B, CMR 115, CMR 117S, CMR 117N, CMR 119S, CMR 119N in accordance with the requirements of 25 C.F.R. Part 169, including but not limited to, identifying the Pueblo lands affected by the ROW, maps of Definite Location for the ROW, and ownership of any permanent improvements associated with the ROW.

(b) The width of the ROWs shall be from the centerline of the CMR to the boundary of the private land, so long as the width does not exceed 25' on each side of the centerline of the CMR.

(c) The Contractor shall prepare all survey documentation in accordance with the General Scope of work and develop an accurate legal description of the ROW, including its boundaries, access points (the point identified on the County's survey conducted in cooperation with the Pueblo at which lawful ingress and egress to private land can occur). Access points that serve two or more subdivided lots on private lands are called Common Access Points. The Contractor will show all Access Points, including Common Access Points, on the map of Definite Location that will be submitted to the BIA as part of the County's ROW application. In addition, the Contractor shall place caps at agreed-upon locations as described in the Scope of Work in Section 1.8 and 1.9 above along both sides of the CMRs.

## **3. Pueblo of San Ildefonso:**

(a) Within five years following the execution of the Agreement, the County shall submit to the BIA a ROW application for CMR 84, CMR 84A, CMR 84B, CMR 84D, and CMR 101D (Subject Roads) and Yellowbird Loop (which will replace CMR 84C, CMR 84D, and Sandy Way) and Blue Dove Road (New Roads). The surveys shall identify all of the access points (the point identified on the County's survey conducted in cooperation with the Pueblo at which lawful ingress and egress to private land can occur). Access points that serve two or more subdivided lots on private lands are called Common Access Points to the Subject Roads and New Roads.

(b) In addition the alignment and survey of the proposed ROW for the Subject Roads and New Roads shall eliminate or, if elimination is not feasible, minimize the number and width of gaps (a gap of Pueblo Land located directly between private land and a public road that prevents

lawful ingress and egress for the private land to the public road) between the access points and private land.

(c) Specifically, the Contractor shall prepare such plats and legal descriptions of the New Road ROW's and the Subject Road ROWs as may be required to support the ROW applications, prepared by the Contractor on behalf of the County, in accordance with the requirements of 25 C.F.R. Part 169.

(d) The Standard Width of the Subject Roads on Pueblo Land shall be the width of the existing driving surface of the Subject Road plus four feet (4') on each side of the existing driving surface, provided however, that wherever the Standard Width would encroach on private land, the width of the ROW shall extend only to the boundary of the private land.

(e) For each New Road and Subject Road ROW application, the Contractor shall develop an accurate legal description of the ROW, including its boundaries, access points and a map of definite location of the ROW. In addition, the Contractor shall place caps at agreed-upon locations as described in the Scope of Work above in Section 1.8 and 1.9 above along both sides of the ROW's.

#### **4. Pueblo of Pojoaque:**

(a) Within one year following the execution of this Agreement, the County shall submit to the BIA ROW applications for CMR 84, CMR84E, CMR 84J, CMR 89, CMR 89A, CMR, 89B, CMR 89C, CMR 89D, CMR 89E, CMR 101B, CMR 101C, CMR 101E, CMR 101G, CMR 103, CMR 105, CMR 109N, CMR 109S, and CMR 109.

(b) All applications shall comply with 25 C.F.R. Part 169 including but not limited to identifying the Pueblo Lands affected by the ROW's, maps of Definite Location for each and every ROW, and the ownership of any permanent improvements associated with the ROWs.

(c) The Standard Width of the ROWs on Pueblo Land shall be the existing driving surface of the CMR's, plus four feet (4') on each side of the existing driving surface, provided however, that wherever the Standard Width would encroach on private land, the width of the ROW shall extend only to the boundary of the private land or assigned Pueblo lands.

(d) Contractor shall prepare all survey documentation in accordance with the General Scope of work and develop an accurate legal description of the ROW, including its boundaries, access points (the point identified on the County's survey conducted in cooperation with the Pueblo at which lawful ingress and egress to private land can occur). Access points that serve two or more subdivided lots on private lands are called Common Access Points. The Contractor will show all Access Points, including Common Access points, on the map of Definite Location that will be submitted to the BIA as part of the County's ROW application. Additionally, the Contractor shall place caps at agreed-upon locations as described in the Scope of Work above in Section 1.8 and 1.9 above along both sides of the CMRs.

## 2. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in a written amendment to this Agreement.

## 3. COMPENSATION, INVOICING AND SET-OFF

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) The Contractor will submit invoices to the County at the end of each month during the term of this Agreement for services completed in the prior month. Subject to subparagraph B below regarding acceptance of services, the County shall pay the Contractor in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with the costs described in the attached Exhibit A.
- 2) The total amount payable to the Contractor under this Agreement shall not exceed \$707,715.93, exclusive of New Mexico gross receipts tax.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the deliverables for which payment is sought.

1) The County's representative for certification of acceptance or rejection of contractual items and services shall be Tony Flores, Deputy County Manager, Santa Fe County Manager's Office, 102 Grant Avenue, Santa Fe, New Mexico 87504, (505) 986-6200, or such other individual as may be designated in the absence of the County representative.

2) The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual services or deliverables.

3) Within 30 days of the issuance of a written certification accepting the services or deliverables, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

#### 4. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the term of this Agreement in one year increments, but shall not exceed four years in total.

#### 5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

#### 6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations

and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

## **7. INDEPENDENT CONTRACTOR**

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

## **8. ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

## **9. SUBCONTRACTING**

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

## **10. PERSONNEL**

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.



**11. RELEASE**

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

**12. CONFIDENTIALITY**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

**13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT**

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

**14. CONFLICT OF INTEREST**

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

**15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

**16. ENTIRE AGREEMENT; INTEGRATION**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

## **17. NOTICE OF PENALTIES**

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

## **18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

## **19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district courts of New Mexico, located in Santa Fe County.

## **20. RECORDS AND INSPECTIONS**

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process,

the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

## **21. INDEMNIFICATION**

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

## **22. SEVERABILITY**

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

## **23. NOTICES**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County  
Attn: Santa Fe County Manager  
102 Grant Avenue  
P.O. Box 276  
Santa Fe, New Mexico 87504-0276

To the Contractor: Attn: Larry Medrano, President  
Precision Surveys, Inc.  
9200 San Mateo Blvd., NE  
Albuquerque, New Mexico 87113

## 24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the New Mexico Secretary of State on Contractor's behalf.

C. Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

## 25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

## 26. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

## 27. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County shall be a named additional insured on the policy.

C. Malpractice/Errors and Omissions Insurance. Contractor shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 per aggregate.

D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

## **28. PERMITS, FEES, AND LICENSES**

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

## **29. NEW MEXICO TORT CLAIMS ACT**

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

## **30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure form approved by the County.

## **31. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS**

The Contractor hereby irrevocably appoints Larry Medrano, President, Precision Surveys, Inc. as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

## **32. SURVIVAL**

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date of last signature by the parties hereto

**SANTA FE COUNTY**

Katherine Miller  
Katherine Miller  
Santa Fe County Manager

8.22.18  
Date

Approved as to form:

R. Bruce Frederick  
R. Bruce Frederick  
County Attorney

8-13-18  
Date

Finance Department:

\_\_\_\_\_  
Stephanie S. Clarke  
Finance Director

\_\_\_\_\_  
Date

**CONTRACTOR:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Name)


\_\_\_\_\_  
(Print Title)

**SANTA FE COUNTY**

  
Katherine Miller  
Santa Fe County Manager

8.22.18  
Date

Approved as to form:

  
R. Bruce Frederick  
County Attorney

8-13-18  
Date

Finance Department:

  
Stephanie S. Clarke  
Finance Director

8/22/18  
Date

**CONTRACTOR:**

  
(Signature)

8/14/18  
Date

LARRY W. MEDRANO  
(Print Name)

PRESIDENT - PRECISION SURVEYS, INC.  
(Print Title)

# EXHIBIT A



9200 San Mateo Blvd., NE  
Albuquerque, NM 87113

505.856.5700  
505.856.7900  
www.precisionsurveys.com

August 7, 2018

Mr. Bill Taylor, Procurement Manager  
Santa Fe County Purchasing Division  
142 W. Palace Ave., 2nd Floor  
Santa Fe, NM 87501

**RE: REVISED FEE PROPOSAL TO REFLECT CHANGES TO MONUMENTS FROM BIA MEETING  
REQUEST FOR PROPOSAL FOR RFP 2018-0351-CMO/BT SURVEYING SERVICES FOR RIGHTS OF  
WAY OF COUNTY MAINTAINED ROADS WITHIN THE PUEBLOS OF NAMBE, TESUQUE, SAN  
ILDEFONSO AND POJOAQUE**

Dear Mr. Taylor:

Precision Surveys, Inc. is pleased to present this Revised Fee Proposal for completing the Professional Land Surveying Services as outlined in our response to proposal. We carefully studied the work area and scope of work in developing this proposal. The proposal is based on the following:

## **Assumptions**

1. SFC will secure written permission from each Pueblo for PSI to use and share boundary survey data prepared for each Pueblo.
2. SFC will ensure Pueblos will not charge a fee for escorts, if required.
3. As soon as materials have been delivered, PSI will submit invoice to SFC for payment.
4. Line items for breakdown of sections is based on assumption we must tie in enough PLSS monuments to breakdown section to determine center section lines for TAAMS. There seems to be some difference of opinion at BIA as to whether or not it needs to be broken down by  $\frac{1}{4}$  section. If required, and if BIA allows us to use BLM GCDB information for the breakdown, the line item for field work can be removed and calculation hours reduced. No change to this section until we meet with BIA NPA Realty Staff to see if we can report by section as the BIA Regional office allows.
5. A revised detailed analysis of each road is attached. For budget purposes, we added a 1% contingency. We will only invoice for what we set at agreed upon unit rates.
6. Due to the current volatility in the price of steel due to the current tariffs/trade war, the steel supplier only holds the quote as valid for one day. He told me they recently had a 4% increase in one day. Because of this volatility, the price was raised by 10% in the event of an increase. The County will be invoiced the actual rate charged.



7. There are sections of CMR's that lie in private properties that we did not survey before. We will have to obtain deeds and plats, plot them, calculate search corners, look for corners, and reconcile boundaries that will become the new ROW Line
8. There are 21 intersections of CMR's with NMDOT rights of way. To insure there are no gaps between the new ROW's and the existing ROW's, we need to determine the location of the existing NMDOT ROW. This determination was not made as part of the prior work.

#### Statements

- The Pueblos were charged the rates approved by BOR in our IDIQ contract. We are charging Santa Fe County the same rates.
- Field days are based on crews working 10-hour days/4-day work week (7:00 AM to 5:00 PM).
- Office staff work 8-hour days/5-day work week (7:00 AM to 4:00 PM).
- Our normal fee for a two-person crew is \$180 per hour. Since most of the field work involves manual labor, a much lower rate was used for the crew member, reducing the crew hourly rate to \$140 which is a +/-77.7% reduction in fee.
- In addition to the signed and sealed maps of definite location (ROW maps), all work products will be electronically delivered to Santa Fe County as outlined in the RFP. There is no additional cost for this.

I know this is a significant fee, but this is a significant project. Please know I am willing to work with the County to reduce the fee where possible to allow this important project to move forward. Please call me if you'd like to meet to review the proposal.

Sincerely,



Digitally signed by Larry W. Medrano  
 DN: cn=US, o="Thompson Surveys, Inc.", cn=Larry W. Medrano,  
 c=Larry@psurvey.com  
 Reason: I attest to the accuracy and integrity of this document  
 Location: Albuquerque, NM  
 Date: 2019.09.07 08:40:49  
 File: ThompsonCF-Vision 9.0.1

Larry W. Medrano, PS, CFedS  
 President

# EXHIBIT A

## REVISED SFC ROW's for CMR's Through the Pueblos of San Ildefonso, Pojoaque, Nambe and Tesuque Fee Proposal

| Description  | Quantity | Unit Price | Sub-Total    | Sub-Total  |
|--|----------|------------|--------------|--|
| Materials-See assumptions notes 5 & 6  |          |            |              |  |
| Brass Caps (includes 1% contingency)   | 172      | \$37.94    | \$6,525.68   | pre-stamped per BIA requirements   |
| Pre-cast monuments (includes 1% contingency)                                       | 172      | \$53.26    | \$9,160.72   | Cast by and delivered to storage yard by Mayan Concrete                            |
| Angle Iron (includes 1% contingency) See assumptions note 7                        | 172      | \$24.51    | \$4,215.72   | Cut to required length, ends cleaned up and delivered to painter                   |
| Painting (includes 1% contingency)   | 172      | \$21.00    | \$3,612.00   | Painter to stack by road, put on pallets and wrap and load on flatbed              |
| Transportation of monuments, angle iron, rebar and caps                            | 4        | \$450.00   | \$1,800.00   | Transport from Albuquerque to Pojoaque storage yard and unload pallets             |
| Number 4' x 18" long epoxy coated rebars   | 2625     | \$1.23     | \$3,228.75   |  |
| 2" Aluminum caps   | 2625     | \$4.00     | \$10,500.00  |  |
| Yard storage rent (50'x50' enclosed)   | 12       | \$500.00   | \$6,000.00   | Includes chain link fence and regular security patrols.                            |
| Hole Drilling (includes 1% contingency)  | 172      | \$29.00    | \$4,988.00   | Use walk behind skid or regular skid with 12" auger bit                            |
| Sub-Total Materials/Drilling for ROW Markers                                       |          |            | \$50,030.87  |  |
| Sub-Total Materials/Drilling for ROW Markers                                       |          |            | \$50,030.87  |  |
| Centerline/ROW calculations/ROW Maps/Legal Descriptions                            |          |            |              |  |
| Office Technician-establish centerlines  | 152      | \$83.35    | \$12,669.20  | Establish based on existing road as per PBRWS aerial photogrammetry-4 hrs per road |
| Office Technician-establish ROW  | 228      | \$83.35    | \$19,003.80  | Establish based on existing road as per PBRWS aerial photogrammetry-6 hrs per road |
| Cad Technician-generate point plots for field crews                                | 24       | \$83.35    | \$2,000.40   | Create maps showing point numbers for crews to use in field                        |
| Cad Technician-Prepare ROW maps  | 2240     | \$83.35    | \$186,704.00 | 16 Hours per sheet-140 sheets  |
| Office Technician-prepare meets & bounds legal descriptions-See assumptions Note 4 | 166      | \$83.35    | \$13,836.10  | 1.5 hour per legal   |
| Office Technician-run math checks-See assumptions Note 4                           | 111      | \$83.35    | \$9,251.85   | 1 hour per legal   |
| PLSS Calculations/search/subdivision-See assumptions note 4                        |          |            |              |  |
| Field Crew-search for PLSS monuments   | 100      | \$140.12   | \$14,012.00  | Search for section and quarter corners for TAAMS Breakdown                         |
| Office Technician-Breakdown Section  | 40       | \$83.35    | \$3,334.00   | Calculate subdivision of section   |
| NMPS-Review Section Breakdown  | 10       | \$113.42   | \$1,134.20   | Review section breakdown and modify if required                                    |
| Survey Through Previously un-surveyed private lands-See assumptions note 9         |          |            |              |  |
| Field Crew-search for private corners in previously un-surveyed areas              | 110      | \$140.12   | \$15,413.20  | Search for property corners in areas not surveyed before                           |
| Office Technician-Calculate search corners   | 69       | \$83.35    | \$5,751.15   | Calculate plats/deeds for areas not surveyed before                                |
| NMPS-Reconcile boundaries  | 66       | \$113.42   | \$7,485.72   | Reconcile private property boundaries in areas not surveyed before                 |
| Determine tie points at intersection w/ NMDOT Highways-See assumptions note 10     |          |            |              |  |
| Field Crew-search for NMDOT ROW Monuments for tie in                               | 84       | \$140.12   | \$11,770.08  | 4 hours per intersection   |
| Office Technician-Calculate search corners   | 84       | \$83.35    | \$7,001.40   | 4 hours per intersection   |
| NMPS-Reconcile boundaries  | 84       | \$113.42   | \$9,527.28   | 4 hours per intersection   |
| Set ROW Monuments and markers  |          |            |              |  |
| Wide-Area Locate Plan for Line Locates   | 120      | \$83.35    | \$10,002.00  | Submit plan, make requests, submit monthly progress (10 hours per month)           |
| Mark bluestake limits (field technician)   | 200      | \$64.28    | \$12,856.00  | 1 hour per field work day  |
| Field Crew-Set monuments   | 172      | \$140.12   | \$24,100.64  | 1 hour per monument  |

|  |     |                    |                     |   |
|--|-----|--------------------|---------------------|---|
| Field Crew Set Rebars w/Aluminum Caps        | 880 | \$140.12           | \$123,305.60        | 20 minutes per rebar with aluminum cap                                    |
| Supervision/Project Management               | 480 | \$113.42           | \$54,441.60         | 40 hours per month  |
| NMPS   | 240 | \$148.09           | \$35,541.60         | 20 hours per month  |
| Sr. NMPS                                     | 120 | \$62.91            | \$7,549.20          | 10 hours per month  |
| Administrative                               |     |                    | \$586,691.02        |   |
| <b>Sub-Total PSI Labor</b>                   |     |                    |                     |   |
| Miscellaneous Tasks                          | 78  | \$80.56            | \$6,283.68          | 30 hours to prepare safety plan and 4 hours per month for safety meetings |
| Safety Officer                               | 10  | \$750.00           | \$7,500.00          | Required in high traffic/narrow areas (SW Safety Services)                |
| Traffic Control                              | 40  | \$25.00            | \$1,000.00          | \$25 each for current deed/survey (if needed)                             |
| Title-pull latest plat/deed                  | 20  | \$550.00           | \$11,000.00         | \$500 each for full search (if needed)                                    |
| Title Searches                               | 108 | \$148.09           | \$15,993.72         | 9 hours per month field checking  |
| QA/QC Field Work-SSI                         | 96  | \$148.09           | \$14,216.64         | 8 hours per month peer review   |
| QA/QC Office Work-Parametrix                 | 4   | \$3,750.00         | \$15,000.00         | \$3,750 per Pueblo to prepare, submit and process BIA ROW applications    |
| Prepare and submit BIA ROW Applications      |     |                    | \$70,994.04         |   |
| <b>Sub-Total Others Labor</b>                |     |                    |                     |   |
| Prior Boundary Survey Work                   | 1   | \$704,348.00       | \$704,348.00        | Tesuque Fee only includes CRM 761 area                                    |
| Cost for Pueblo Boundary Surveys             | 1   | -\$704,348.00      | -\$704,348.00       | Presumed Pueblo allow release to SFC and they don't charge for data       |
| Credit back for Pueblos allowing use of data |     |                    |                     |   |
|  |     | <b>Sub-Total</b>   | <b>\$707,715.93</b> |   |
|  |     | <b>NMGRT</b>       | <b>\$50,424.76</b>  | 7.125% July 2018 to December 2018   |
|  |     | <b>Grand-Total</b> | <b>\$758,140.69</b> |   |

**EXHIBIT A****REVISED****Tesuque Pueblo**

| CMR       | Length (FT) | No. of BIA Monuments to be set at BOP and EOP, plus intermediate where req'd | No. of Rebars w/Aluminum Caps to be Set at PC's/PT's/AP's | No. of 1/4 sections crossing |
|-----------|-------------|--|---|------------------------------|
| 72I       | 1056        | 4  | 77  | 2                            |
| Sub-total | 1056        | 4  | 77  | 2                            |

**Nambe Pueblo**

| CMR       | Length (FT) | No. of BIA Monuments to be set at BOP and EOP, plus intermediate where req'd | No. of Rebars w/Aluminum Caps to be Set at PC's/PT's/AP's | No. of 1/4 sections crossing |
|-----------|-------------|--|---|------------------------------|
| 84E       | 2645        | 4  | 43  | 1                            |
| 84F       | 4864        | 4  | 65  | 4                            |
| 84G       | 4884        | 4  | 74  | 2                            |
| 106       | 4595        | 4  | 19  | 2                            |
| 113       | 11902       | 6  | 71  | 5                            |
| 113S      | 2456        | 4  | 32  | 3                            |
| 113A      | 3758        | 4  | 85  | 1                            |
| 113B      | 3690        | 4  | 18  | 2                            |
| 115       | 2623        | 4  | 24  | 2                            |
| 117S      | 2332        | 4  | 93  | 2                            |
| 117N      | 2321        | 4  | 20  | 2                            |
| 119S      | 2866        | 4  | 28  | 2                            |
| 119N      | 2610        | 4  | 25  | 1                            |
| Sub-total | 51547       | 54   | 597   | 29                           |

**Pueblo de San Ildefonso**

| CMR                | Length (FT) | No. of BIA Monuments to be set at BOP and EOP, plus intermediate where req'd | No. of Rebars w/Aluminum Caps to be Set at PC's/PT's/AP's | No. of 1/4 sections crossing |
|--------------------|-------------|--|---|------------------------------|
| 84/84B Roadrunner  | 4775        | 4  | 307   | 6                            |
| 84A Pigeon         | 2789        | 4  | 44  | 2                            |
| 84C/84D Yellowbird | 20177       | 10   | 305   | 10                           |
| 101D (north/south) | 3747        | 4  | 30  | 4                            |
| Blue Dove          | 3351        | 4  | 27  | 3                            |
| 84 Quail           | 15307       | 6  | 37  | 4                            |
| Sub-total          | 50146       | 32   | 750   | 29                           |

## Pueblo of Pojoaque

| CMR                       | Length (FT) | No. of BIA Monuments to be set at BOP and EOP, plus intermediate where req'd | No. of Rebars w/Epoxy Coated Aluminum Caps to be Set at PC's/PT's/AP's | No. of 1/4 sections crossing |
|---------------------------|-------------|--|--|------------------------------|
| 84                        | 11756       | 8  | 244  | 7                            |
| 84E                       | 9100        | 6  | 99   | 6                            |
| 84J                       | 4592        | 4  | 106  | 3                            |
| 89                        | 5424        | 6  | 124  | 4                            |
| 89A                       | 975         | 4  | 6  | 2                            |
| 89B                       | 1502        | 4  | 15   | 2                            |
| 89C                       | 902         | 4  | 6  | 1                            |
| 89D                       | 2578        | 4  | 26   | 3                            |
| 101B                      | 2620        | 4  | 49   | 2                            |
| 89E                       | 3127        | 4  | 50   | 3                            |
| 101C                      | 2306        | 4  | 28   | 1                            |
| 101E                      | 880         | 4  | 12   | 2                            |
| 101G                      | 1729        | 4  | 58   | 1                            |
| 103                       | 3747        | 4  | 52   | 2                            |
| 105                       | 3451        | 4  | 76   | 4                            |
| 109N                      | 5711        | 4  | 98   | 4                            |
| 109S                      | 1901        | 4  | 70   | 1                            |
| 109A                      | 1669        | 4  | 26   | 3                            |
| Sub-total                 | 63970       | 80   | 1145   | 51                           |
| Grand-Total               | 166720      | 170  | 2569   | 111                          |
| Total with 1% contingency |             |  | 172  |                              |

**AMENDMENT NO. 1 TO  
AGREEMENT NO. 2018-0351-CMO/BT  
BETWEEN SANTA FE COUNTY AND PRECISION SURVEYS, INC.**

**THIS AMENDMENT** is entered on this 5<sup>TH</sup> day of August 2019, by and between Santa Fe County (hereinafter "County"), and Precision Surveys, Incorporated (hereinafter "Contractor").

**WHEREAS**, on August 22, 2018, the County and Contractor entered into Agreement No. 2018-0351-CMO/BT (Agreement) for Surveying Services for rights-of-way for County maintained roads within the Pueblos of Nambe, Tesuque, San Ildefonso and Pojoaque (collectively Pueblos); and

**WHEREAS**, the County and the Pueblos extended the period of application of rights-of-way (Applications) to the Bureau of Indian Affairs (BIA) to December 31, 2019; and

**WHEREAS**, once the Applications are submitted and approved by BIA, the Contractor will be required to perform the field monumentation for the rights-of-way; and

**WHEREAS**, the term of the Agreement will expire August 22, 2019, and the parties wish to extend the term to June 30, 2020; and

**WHEREAS**, according to Section 4 (Effective Date and Term) the County has the option to extend the Agreement in one year increments and Section 15 (No Oral Modifications; Written Amendments Required) of the Agreement, the Agreement may only be amended in writing.

**NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES:**

1. Section 4 (Effective Date and Term) is amended by adding a subparagraph "a" to read as follows:
  - a. By Amendment No. 1 to this Agreement, the term of this Agreement is extended from August 22, 2019 to June 30, 2020.
2. All provisions of the Amendment not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

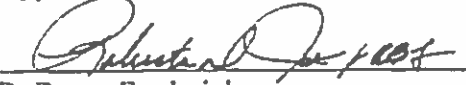
IN WITNESS WHEREOF the parties have executed this Amendment as of the last date of signature by the parties.

**SANTA FE COUNTY:**

  
Katherine Miller  
Santa Fe County Manager

8/15/19  
Date

Approved as to form:

  
R. Bruce Frederick  
Santa Fe County Attorney

8-2-19  
Date

Finance Division:

  
Gary L.J. Girón  
Finance Director

08/14/19  
Date

**CONTRACTOR**

  
Signature

8/5/19  
Date

LARRY W. MEDRANO, PRESIDENT  
Print name and title

**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN SANTA FE COUNTY AND PRECISION SURVEYS, INC.**

**THIS AMENDMENT** is made and entered into this 20<sup>th</sup> day of April, 2020, between **Santa Fe County** (hereinafter "County"), and **Precision Surveys, Inc.** (hereinafter "Contractor").

**WHEREAS**, on August 22, 2018, the County and Contractor entered into Agreement No. 2018-0351-CMO/BT (hereinafter "Agreement") for the Contractor to provide surveying services for rights-of-way for County-maintained roads within the Pueblos of Nambe, Tesuque, San Ildefonso and Pojoaque (collectively the "Pueblos"); and

**WHEREAS**, the County and the Pueblos extended the period of application of rights-of-way (Applications) to the Bureau of Indian Affairs (BIA) to December 31, 2019; and

**WHEREAS**, once the Applications are submitted and approved by BIA the Contractor will be required to perform the field monumentation for the rights-of-way; and

**WHEREAS**, according to Article 4 (Effective Date and Term) of the Agreement, the County has the option to extend the term of the Agreement and according to Article 15 (No Oral Modifications; Written Amendments Required) the Agreement may be amended; and

**WHEREAS**, by Amendment No. 1 to the Agreement the term of the Agreement was extended to June 30, 2020. By this Amendment No. 2 the parties wish to extend the term to June 30, 2021.


**NOW THEREFORE, THE PARTIES AGREE TO AMEND THE AGREEMENT AS FOLLOWS:**

1. Article 4 (Effective Date and Term) is amended by inserting a subparagraph "b" to read:
  - b. By Amendment No. 2 to this Agreement the term is extended for one year from June 30, 2020 to June 30, 2021.
2. All other provisions of the Agreement not specifically amended or modified by Amendment No. 1 or this Amendment No. 2 shall remain in full force and effect.



**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date of last signature by the parties hereto.

**SANTA FE COUNTY:**

  
Katherine Miller,  
Santa Fe County Manager

4-20-2020  
Date

Approved as to form:

**Roberta D. Joe for G.S.S.**

Gregory S. Shaffer,  
Santa Fe County Attorney

Digitally signed by Roberta D. Joe for G.S.S.  
DN: cn=Roberta D. Joe for G.S.S., o, ou, email=Rjoe@santafecountynm.gov, c=US  
Date: 2020.04.09 10:30:46 -06'00'

\_\_\_\_\_  
Date

Finance Division:

**Yvonne Herrera**

Yvonne S. Herrera,  
Finance Director

Digitally signed by Yvonne Herrera  
Date: 2020.04.10 12:27:46 -06'00'

\_\_\_\_\_  
Date

**CONTRACTOR:**

  
Digitally signed by Larry W Medrano  
Reason: I agree to the terms defined by the placement of my signature on this document

\_\_\_\_\_  
Signature

April 09, 2020

\_\_\_\_\_  
Date

Larry W. Medrano, President  
(Print name and title)

**AMENDMENT NO. 3  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN SANTA FE COUNTY AND PRECISION SURVEYS, INC.**

**THIS AMENDMENT** is made and entered into this 10<sup>th</sup> day of May, 2021, between **Santa Fe County** (hereinafter "County"), and **Precision Surveys, Inc.** (hereinafter "Contractor").

**WHEREAS**, on August 22, 2018, the County and Contractor entered into Agreement No. 2018-0351-CMO/BT (hereinafter "Agreement") for the Contractor to provide surveying services for rights-of-way for County-maintained roads within the Pueblos of Nambe, Tesuque, San Ildefonso and Pojoaque (collectively the "Pueblos"); and

**WHEREAS**, the County and the Pueblos extended the period of application of rights-of-way (Applications) to the Bureau of Indian Affairs (BIA) to December 31, 2019; and

**WHEREAS**, once the Applications are submitted and approved by BIA, the Contractor will perform field monumentation for the rights-of-way; and

**WHEREAS**, according to Article 4 (Effective Date and Term) of the Agreement, the County has the option to extend the term of the Agreement and according to Article 15 (No Oral Modifications; Written Amendments Required) the Agreement may be amended; and

**WHEREAS**, by Amendment Nos. 1 and 2 to the Agreement the term of the Agreement was extended to June 30, 2021. By this Amendment No. 3 the parties wish to amend the Contractor's Scope of Work, extend the term of the Agreement to August 22, 2022, and increase the compensation payable to the Contractor by the sum of \$58,384.99, exclusive of NM GRT.

**NOW THEREFORE, THE PARTIES AGREE TO AMEND THE AGREEMENT AS FOLLOWS:**

1. Article 1.A. (Scope of Work) is amended by inserting subparagraph 13 to read:

13. Add 1800 60' Carsonite Thin Line orange posts, as a visual Survey Marker defining the ROW, as it relates to the map of definite locations as stated in Exhibit A.

2. Article 1.3. **Pueblo of San Ildefonso**, insert the following as subpart (f) to read:

(f) By Amendment No. 3 to this Agreement, the Contractor shall perform the following additional services:

- Create exhibits for Areas of Concern within the Pueblo of San Ildefonso as stated in Exhibit B.
- Create easement exhibits for Areas of Concern within the Pueblo of San Ildefonso as stated in Exhibit C.

3. Article 4 (Effective Date and Term) is amended by inserting a subparagraph c to read:

c. By Amendment No. 3 to this Agreement, the term of this Agreement is extended to August 22, 2022.

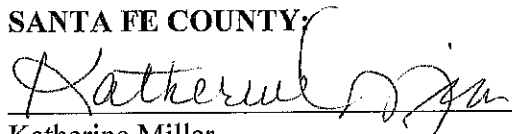
4. Article 3. A. 2. (Compensation, Invoicing and Set-off) is amended by inserting a subparagraph (i) to read:

(i) By Amendment No. 3 to this Agreement, the compensation payable to the Contractor is increased by the sum of \$58,384.99. By Amendment No. 3, the total amount payable to the Contractor for the term of this Agreement shall not exceed **\$766,100.92**, exclusive of NM GRT.

5. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1, 2 or this Amendment No. 3 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date of last signature by the parties hereto.

**SANTA FE COUNTY:**

  
Katherine Miller,  
Santa Fe County Manager

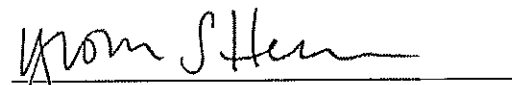
5.10.2021  
Date

Approved as to form:

Roberta D. Joe for G.S.S.  
Gregory S. Shaffer,  
Santa Fe County Attorney

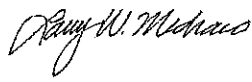
May 3, 2021  
Date

Finance Division:

  
Yvonne S. Herrera,  
Finance Director

5/5/2021  
Date

**CONTRACTOR:**



Digitally signed by Larry W Medrano  
Reason: I attest to the accuracy and  
integrity of this document  
Date: 2021.05.05 08:08:45-08'00'

\_\_\_\_\_  
Signature

May 05, 2021

\_\_\_\_\_  
Date

Larry W. Medrano, President

\_\_\_\_\_  
(Print name and title)

## Exhibit A



9200 San Mateo Boulevard NE  
Albuquerque, NM 87113  
(505) 856-5700  
larry@presurv.com  
<http://www.precisionsurveysinc.com/>

## Proposal

### ADDRESS

Ryan Ward, MPA, SIT  
Public Works Division Director  
Roads, Utilities, Fleet, Traffic and Solid  
Waste  
Santa Fe County

PROPOSAL # 4239

DATE 04/15/2021

| ACTIVITY  | QTY | RATE      | AMOUNT     |
|---|-----|-----------|------------|
| Santa Fe County Roads Project (PSI JN# 181100)  |     |           |            |
| Change Order # 1: Set markers at locations of ROW monuments.  |     |           |            |
| Crew-Extra Services<br>2 Person Field Crew  | 210 | 140.12    | 29,425.20T |
| Reimbursable Expense<br>60" Carsonite Thin Line Post Orange with Survey Mark<br>Decal. (1800 posts @ \$10.85/post plus freight) | 1   | 20,570.10 | 20,570.10  |

PROFESSIONAL LIABILITY INSURANCE: SURVEYOR carries Professional Liability Insurance with the limits and exceptions as shown on the attached Proof of Insurance Coverage Letter. Once the agreement is signed by both parties, if requested by client, an insurance certificate naming the client as additional insured will be issued.

We look forward to working with you.

|              |                    |
|--------------|--------------------|
| SUBTOTAL     | 49,995.30          |
| TAX (7.125%) | 2,096.55           |
| TOTAL        | <b>\$52,091.85</b> |

Accepted By

Accepted Date

2021 is our 28th Anniversary in business.  
Our success is not possible without you-Thank You!

## Exhibit B



9200 San Mateo Boulevard NE  
Albuquerque, NM 87113  
(505) 856-5700  
larry@presurv.com  
<http://www.precision-surveys-inc.com/>

## Proposal

### ADDRESS

Ryan Ward, MPA, SIT  
Public Works Division Director  
Roads, Utilities, Fleet, Traffic and Solid  
Waste  
Santa Fe County

PROPOSAL # 4247

DATE 04/15/2021

| ACTIVITY   | QTY | RATE   | AMOUNT  |
|--|-----|--------|---------|
| Santa Fe County Roads Project (PSI JN# 181100)   |     |        |         |
| Change Order # 2:<br>Make exhibits for Areas of Concern within the Pueblo de San<br>Ildefonso. |     |        |         |
| Cadd-Exhibit   | 8   | 83.35  | 666.80T |
| Cad Technician-Prepare Exhibits  |     |        |         |
| NMPS   | 3   | 113.42 | 340.26T |
| New Mexico Professional Surveyor   |     |        |         |

PROFESSIONAL LIABILITY INSURANCE: SURVEYOR  
carries Professional Liability Insurance with the limits and  
exceptions as shown on the attached Proof of Insurance  
Coverage Letter. Once the agreement is signed by both  
parties, if requested by client, an insurance certificate naming  
the client as additional insured will be issued.

We look forward to working with you.

|              |                   |
|--------------|-------------------|
| SUBTOTAL     | 1,007.06          |
| TAX (7.125%) | 71.75             |
| TOTAL        | <b>\$1,078.81</b> |

Accepted By

Accepted Date

2021 is our 28th Anniversary in business.  
Our success is not possible without you-Thank You!

## Exhibit C



9200 San Mateo Boulevard NE  
Albuquerque, NM 87113  
(505) 856-5700  
larry@presurv.com  
<http://www.precision-surveys-inc.com/>

# Proposal

### ADDRESS

Ryan Ward, MPA, SIT  
Public Works Division Director  
Roads, Utilities, Fleet, Traffic and Solid  
Waste  
Santa Fe County

PROPOSAL # 4279

DATE 04/14/2021

| ACTIVITY  | QTY | RATE     | AMOUNT   |
|---|-----|----------|----------|
| Santa Fe County Roads Project (PSI JN# 181100)  | 1   | 7,382.63 | 7,382.63 |
| Change Order # 3:<br>Create Easement Exhibits for Areas of Concern within the<br>Pueblo de San Ildefonso. |     |          |          |

7 Easements at \$1,054.66 each (pre-tax)

All work can be completed within 15-20 full working days  
from notice to proceed. Days to complete project is based on  
the assumption that no situation arises that is beyond our  
Company's control.

PROFESSIONAL LIABILITY INSURANCE: SURVEYOR  
carries Professional Liability Insurance with the limits and  
exceptions as shown on the attached Proof of Insurance  
Coverage Letter. Once the agreement is signed by both  
parties, if requested by client, an insurance certificate naming  
the client as additional insured will be issued.

We look forward to working with you.

|              |                   |
|--------------|-------------------|
| SUBTOTAL     | 7,382.63          |
| TAX (7.125%) | 526.01            |
| TOTAL        | <b>\$7,908.64</b> |

Accepted By

Accepted Date

2021 is our 28th Anniversary in business.  
Our success is not possible without you-Thank You!