

**PROFESSIONAL SERVICES AGREEMENT
WITH PARAMETRIX, INC. TO PROVIDE
CULTURAL RESOURCE INVESTIGATIONS AND ENVIRONMENTAL
ASSESSMENT FOR THE THORNTON RANCH OPEN SPACE**

THIS AGREEMENT is made and entered into on this 25th day of JUNE, 2019, by and between **SANTA FE COUNTY** (hereinafter "County"), and **PARAMETRIX, INC.** 9600 San Mateo Boulevard NE, Albuquerque, NM 87113 (hereinafter "Contractor").

WHEREAS, Santa Fe County is in the process of implementing a master plan for the Thornton Ranch Open Space to include visitor facilities, trails and trailheads which will allow the public to access the property for recreational and educational activities; and

WHEREAS, the County requires cultural resource investigations and environmental assessment for the Thornton Ranch Open Space which will be used to implement the master plan; and

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 through 13-1-123 of the Procurement Code, RFP No. 2019-0189-PW/MAM was issued to procure these services; and

WHEREAS, the County requires the services of the Contractor 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. PURPOSE; SCOPE OF WORK

The purpose of the cultural resource inventory of the approximately 7 acres of State Trust Land is to provide the required archaeological survey for the County to submit an application to amend the current business lease with the State Land Office to include this area.

The purpose of the cultural resource inventory of the approximately 80 acres of Bureau of Land Management (BLM) land and the Environmental Assessment of the Thornton Ranch Open Space is to provide the necessary documentation for the County and BLM to enter into a cooperative management agreement.

The Contractor shall complete the following services:

1. Review the Thornton Ranch Master Plan, Thornton Ranch Management Plan, previous cultural resource inventories, and any other applicable documents in the County's project file.
2. Complete a cultural resource survey of approximately 87 acres that have not been previously surveyed:

- a. Approximately 7 acres of New Mexico State Trust Land, that portion of the NE4 NE4 Section 33 T14N R9E laying north of the railroad.
 - b. Approximately 80 acres of the BLM Cuerva Allotment 917, that portion of the SE4 Section 31 T14N R9E laying north of the railroad.
3. Prepare a final report for submittal to the State Land Office (SLO), BLM, and New Mexico State Historic Preservation Officer (SHPO).
4. Complete an historical study of the post-contact settlement, ranching and railroad history of the project area including the Village of Galisteo, NM, Atchison, Topeka and Santa Fe Railroad (AT&SF), Kennedy Station and town site, Ortiz Station, New Mexico Central Railroad, and other historic sites as appropriate to provide the basis for an interpretive program.
5. Complete mitigation measures necessary to allow the public to visit the abandoned railroad grade of the historic AT&SF, Kennedy town site, New Mexico Central Railroad, and the historic structures and windmills identified by the Master Plan as potential interpretive sites for visitors. Consult with the SHPO. Develop a data recovery plan and obtain approval from the New Mexico Cultural Properties Review Committee (CPRC). Complete the data recovery.
6. Prepare an Environmental Assessment (EA) in compliance with the National Environmental Policy Act (NEPA) and BLM requirements for the Thornton Ranch Master Plan proposed action.

A. The County shall provide, at no cost to the Contractor:

Such GIS data or digital files as are necessary for the Contractor to complete the Scope of Work under this project. Such GIS data is available for the project area will include without limitation **2014 Digital Elevation Models (DEM) in TIFF format and one foot contour shape files for elevation data; FEMA floodplain shape files; parcel shape files; road shape files; and 2014 digital orthophotography tiles in TIFF format.** Contractor agrees to use the GIS data or digital files solely for purposes of completion of the Scope of Work under this Agreement. Furthermore, Contractor agrees to provide the County with, or share, at no cost to the County, electronic copies of any digital mapping files produced by the Contractor for this Agreement. Contractor shall provide such data in the form of applicable project DWG files. GIS data, if generated for the project, shall be provided in ESRI feature classes file geodatabase or shape file formats compatible with ArcGIS 10.3.1. All GIS datasets will reference the New Mexico State Plane Coordinate System, Central Zone, NAD1983_HARN in units of U.S. Survey Feet (NAD_1983_HARN_StatePlane_New_Mexico_FIS_3002_Feet).

The Contractor understands and acknowledges that the County assumes no liability to errors associated with the use of GIS data or digital files provided by the County. The Contractor is solely responsible for confirming the accuracy of GIS data or digital files.

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 industry standards and the aforementioned statutes, for the amount set forth in

Section 3 (Compensation) 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 written amendments 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) County shall pay to the Contractor in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A.
- 2) The total amount payable to the Contractor under this Agreement shall not exceed \$130,255.99, exclusive of NMgrt. Any NMgrt levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
- 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 contractual items or services for which payment is sought. 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 items or services. Within 30 days of the issuance of a written certification accepting the contractual items or services, 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 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 last signature by the parties hereto shall terminate two years later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County may extend the term of this Agreement. In no event will the term of this Agreement exceed for years in total. Notice that the County wishes to extend the term will be submitted to Contractor at least 60 days prior to the expiration of the term.

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 the Contractor's supervision. Contractor or the Contractor's personnel must hold a current General Archaeological Investigation Permit for archaeological investigations, and the Contractor or Contractor's personnel must be listed on the SHPO's Directory of Qualified Supervisory Personnel in the areas of architectural history, historic architecture or history. The Contractor or its personnel shall comply with all applicable agency requirements and obtain any necessary permits from the appropriate land management agencies.

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. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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. 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 federal and state district courts of New Mexico, located in Santa Fe County.

19. 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.

20. 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.

21. 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.

22. 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: Colleen Baker, Project Manager III
Public Works
901 W. Alameda Suite 20C
Santa Fe, New Mexico 87501

To the Contractor: Parametrix, Inc.
Attn: Jeff Fredine, Environmental Planning
9600 San Mateo NE
Albuquerque, NM 87113

23. 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 licensed to operate as a business in New Mexico and to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

24. FACSIMILE SIGNATURES

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

25. NO THIRD-PARTY BENEFICIARIES

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

26. 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. The County of Santa Fe shall be a named additional insured on the policy.

C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

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.

E. Professional Liability [Malpractice/Errors and Omissions Insurance]. The 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.

27. 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.

28. 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, and Section 41-4-1, et seq.

29. 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.

30. SURVIVAL

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

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

SANTA FE COUNTY:


Katherine Miller
Santa Fe County Manager

6-25-19
Date

Approved as to Form:


R. Bruce Frederick
Santa Fe County Attorney

6/18/19
Date

Finance Division:


Gary L.J. Giron
Finance Director

062819
Date

CONTRACTOR:

David Pennington
(Signature)

6/25/2019
Date

David Pennington, Vice President
(Print name and title)

Client: Santa Fe County
Project: Thornton EA
June 18, 2019

Task No.	Description	Labor Dollars	Labor Hours	Burdened Rates:	Shawn R. Kelley Sr Cultural Resource Specialist	Amanda B. Lucas Sr Publications Specialist	Teresa D. Hurt Sr Cultural Resource Specialist	Ethan K. Kalosky Cultural Resource Specialist IV	Robert C. Shinski Scientist/Biologist IV	Chad L. Tinsley Sr GIS Analyst	Jennifer L. Liignoli Sr Scientist/Biologist	Greg C. Mastropietro Cultural Resource Specialist II	Jessica A. Alden Resource Specialist I	Shaon E. Churchill Sr Planner	Jeffrey L. Fredline EP&C Division Manager	Jessica M. Pickner Project Accountant	Tamara Stewart Cultural Resource Specialist III
A	Project Management and Research	\$11,026.10	74														
A.01	Project Management	\$7,886.10	54														
A.02	Background Research	\$3,140.00	20														
B	Cultural Resources Survey	\$13,157.32	144														
B.01	Prefield	\$1,037.68	12														
B.02	Survey	\$11,204.40	120														
B.03	Postfield	\$915.24	12														
C	Cultural Resources Report	\$16,055.01	155														
C.01	Draft Report	\$11,250.37	119														
C.02	Final Report	\$1,805.74	16														
C.03	Consultation	\$3,002.90	20														
D	Historical Study	\$26,381.56	218														
D.01	Draft Document	\$20,510.64	172														
D.02	Final Document	\$2,657.56	22														
D.03	Coordination	\$3,213.36	24														
E	Mitigation																
E.01	To be defined																
F	EA	\$61,892.00	540														
F.01	EA	\$21,048.06	164														
F.02	Biological Survey	\$25,646.82	256														
F.03	Stakeholder Outreach	\$15,197.12	120														
Labor Hour Totals:			1,131		130	43	99	110	100	4	100	100	88	90	118	183	56
Labor Dollar Totals:		\$128,515.99			\$15,108.60	\$4,341.71	\$12,828.42	\$11,361.90	\$9,207.00	\$417.80	\$11,631.00	\$7,343.60	\$6,541.20	\$13,580.62	\$28,731.00	\$978.10	\$6,445.04

The fee for this task will be developed after mitigation needs are identified through consultation with SHPO and the BIM

Other Direct Expenses	
Mileage - 50.44/mile x 3,500 miles	\$1,540.00
Other Direct Costs	\$200.00
Other Direct Expenses Total:	\$1,740.00

Project Total - Excluding NMGR

NMGR (7.875% - calculated on labor only)
Project Total including NMGR



EXHIBIT A

Parametrix

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

8801 JEFFERSON NE, BUILDING B | ALBUQUERQUE, NM 87113 | P 505.821.4700

SENT VIA EMAIL

June 21, 2019

Michelle A. Marmion
Procurement Specialist Senior
Santa Fe County
P.O. Box 276
Santa Fe, NM 87504-0276

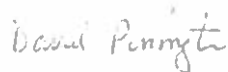
Re: RFP No. 2019-0189-PW/MAM Cultural Resource Investigations and Environmental Assessment for the Thornton Ranch Open Space Project

Dear Ms. Marmion:

Attached is Parametrix's cost proposal for completing a cultural resource investigation and Environmental Assessment (EA) for the Thornton Ranch Open Space project in Santa Fe County. Parametrix will provide these services on a time-and-materials, not-to-exceed basis for \$130,255.99 (excluding New Mexico gross receipts tax), as detailed in the attached spreadsheet. Our costs are based on our proposed scope of services, also attached.

If the scope, schedule, and budget are acceptable, we will begin work after written notice to proceed. Please let us know if you have any questions regarding our proposal. Thank you.

Sincerely,



David Pennington
Vice President

Attachments: Cost Estimate; Proposed Scope of Services/Schedule

SENT VIA EMAIL

SCOPE OF WORK:**CULTURAL RESOURCES SURVEY IN SUPPORT OF THORNTON RANCH OPEN SPACE,
SANTA FE COUNTY, NEW MEXICO**

The general scope of work includes completing a cultural resources survey for a portion of the Santa Fe County Thornton Ranch Open Space (Open Space), conducting historic research for the Open Space, and completing an environmental assessment (EA) for the Bureau of Land Management (BLM) in support of a cooperative management agreement between Santa Fe County and the BLM. Additional details for each of these scope elements are provided below. The scope tasks are presented consistent with the organizational structure in the request for proposal and include: (A) Background Research, (B) Cultural Resources Survey, (C) Cultural Resources Report, (D) Historical Study, (E) Mitigation, and (F) Environmental Assessment.

A) Background Research and Project Management

This task involves researching previously developed plans and documents such as previous archaeological surveys of the area, the Thornton Ranch Open Space Master Plan, the Petroglyph Hill Management Plan, and additional supporting files from previous investigations. This task will also include project management activities such as coordinating with Santa Fe County on project progress and scheduling, providing direction to staff on individual tasks, and developing invoices in coordination with Parametrix accounting staff.

Deliverables will consist of notes from meetings with Santa Fe County staff and monthly invoices and progress reports. Assumptions for this task include attending up to six in-person coordination meetings with Santa Fe County staff.

B) Cultural Resources Survey

The area to be surveyed includes approximately 7 acres of State Trust Land managed by the State Land Office (SLO) and 80 acres of BLM land. A map of the areas to be surveyed is attached. This effort will be completed by Parametrix field staff and will include the following subtasks:

- Prefield preparation: This will involve an online files search of the New Mexico Cultural Resources Information System (NMCRIIS), as well as an in-person search at the BLM Taos field office, for information pertaining to previously documented cultural resources and surveys that are located in or near the project area.
- Fieldwork: This will involve travel to the site, surveying the 87 acres, and documenting the resources identified during survey.
- Postfield processing: This will involve downloading Global Navigation Satellite System (GNSS) mapping data, digital photographs, and organizing cultural resources documentation paperwork.

Deliverables for this task will include a summary memo of the survey results immediately after completion of fieldwork. Based on general site density of the area and the landscape characteristics of the survey location, we assume up to five archaeological sites will be discovered and recorded and that survey will be completed by two archaeologists working for 6 days each.

C) Cultural Resources Report

This task will involve development of a cultural resources report that documents the findings of the survey. The BLM will be the lead federal agency and the report will satisfy SLO, BLM, and State Historic Preservation Officer (SHPO)

requirements. The report will be submitted for County of Santa Fe review, review comments will be addressed, and then the revised report will be submitted for SLO and BLM review. Agency review comments will be addressed and then the report will be submitted for SHPO concurrence under Section 106 of the National Historic Preservation Act. This task will include the following subtasks.

- **Draft Report:** This will involve potentially two separate reviews, one from Santa Fe County and one from the land-managing agencies, BLM and SLO.
- **Final Report:** This will involve addressing all comments from the agency reviews and finalizing a report for submittal to SHPO.
- **Consultation Assistance:** This will involve discussing Section 106 consultation needs with Santa Fe County, coordinating discussions with land-managing agencies, and assisting with consultation letter development as needed.

Deliverables will include a draft and final version of the cultural resources report and associated forms. We assume draft submittals will be made electronically (pdf and MS Word formats) and final submittals will include an electronic copy (pdf and MS Word formats) and up to three hard copies.

D) Historical Study

This task will involve the development of a historical overview of the post-contact settlement of the area, including the ranching and railroad history of villages such as Galisteo, Kennedy Station and town site, Ortiz Station, New Mexico Central Railroad, and other nearby historic sites. The document will provide the basis for an interpretive program to be developed for the Open Space, will be thorough and reader-friendly, and will include key-point summaries and images that would be usable for interpretive display elements as appropriate throughout the Open Space. This effort would involve the following subtasks:

- **Background research and draft document:** This task will involve conducting background research into the history of the area and developing the draft document for Santa Fe County review.
- **Final document:** This will involve addressing review comments and finalizing the document
- **Coordination:** This will involve periodic meetings with Santa Fe County staff to discuss the content and direction for developing the document.

Deliverables will include the draft and final document. We assume the document will be up to 60 pages in length; both draft and final documents will be electronic submittals (pdf and/or MS Word formats); and up to two separate (in-person) coordination meetings will be needed involving Parametrix's Project Manager and Lead Historian, and Santa Fe County staff.

E) Mitigation

Santa Fe County will need to complete mitigations that will allow tourist visitation of historic sites in the Open Space. These mitigations could involve a variety of efforts including archaeological data recovery as well as alternative mitigations such as supplemental histories, interpretive displays, and informational brochures. The nature of the mitigation efforts will depend on consultation with the SHPO and BLM, regarding how implementation of the various aspects of the Open Space plan would impact the cultural resources.

A scope and fee for mitigation efforts will be defined after the mitigation needs are identified through consultation among SHPO, BLM, and Santa Fe County.

F) Environmental Assessment

Approximately 207 acres of the Open Space are BLM-administered land. Further, the BLM has mineral rights to the rest of the Open Space even though they do not retain surface ownership. As such, Santa Fe County will need a cooperative management agreement with the BLM to administer and manage the Open Space. To approve this agreement, the BLM requires an EA and Finding of No Significant Impact (FONSI). This effort will involve the following subtasks:

- **Draft EA and FONSI:** This will involve developing an EA/FONSI consistent with BLM guidelines, summarizing cultural and natural resource survey results, completing additional impact analyses to address EA topics identified in the *BLM NEPA Handbook H-1790-1*, addressing Santa Fe County and BLM review comments, and finalizing the documents.
- **Biological Resources Survey:** This will involve a biological assessment (BA) of the entire Open Space. The BA will involve pedestrian survey of a sample of the project area totaling 200 acres. The sample survey will focus on locations where ground-disturbing activity will occur such as trail development and associated visitor amenities. The final survey area will be defined in coordination with Santa Fe County and the BLM. The need for the survey was identified in the RFP amendment as a supporting resource investigation for the EA. The biological survey will include identifying any BLM, USFWS, and state-listed species present in the project area, such as the BLM-listed Galisteo sand verbena (which flowers from May to October). This task will also include a report documenting the results of the biological survey. All survey and reporting will be completed in accordance with BLM guidelines for biological surveys.
- **Stakeholder Outreach:** The RFP indicated that Santa Fe County would take the lead in organizing public outreach; however, Parametrix will provide support such as organizing meetings, developing meeting content, taking meeting notes; participating when needed; and writing meeting summaries.

Deliverables for the EA/FONSI task include a draft and final version of the EA/FONSI. Deliverables for the biological survey include a draft and final biological survey report. Deliverables for Stakeholder Outreach include notes from each meeting.

Assumptions for the EA/FONSI subtask include: comments from a single review by Santa Fe County and a single review by the BLM will be addressed prior to our submitting the final documents; supporting resource surveys will be limited to the biological survey and cultural resources survey described earlier in this scope, as well as the previously completed cultural resources surveys; no public hearing will be required; draft submittals will be in electronic (pdf and MS Word) format; final submittals will be in electronic (pdf and MS Word) format along with up to three hard copies; and the EA/FONSI will follow the *BLM NEPA Handbook H-1790-1*.

Assumptions for the BA include: a maximum of 200 acres will be surveyed; no wetland delineations will be required; the biological survey will identify BLM, Federal, and State species with a special-status designation; up to 12 Ordinary Highwater Marks of Waters of the United States (as defined in 33 CFR Part 328.2(b)) will be defined; no species-specific surveys following US Fish and Wildlife Service protocols will be required; draft report submittals will be in electronic (pdf and MS Word) format; and final deliverables will be in electronic (pdf and MS Word) format and up to three hard copies.

Assumptions for the stakeholder outreach include: A single meeting will be held to facilitate tribal input, the meeting will involve a 1-2 day workshop, the meeting will not require advertising in local papers, no formal public meeting or hearing will be required, meeting documentation will be limited to meeting notes, and this level of outreach will be sufficient to support the BLM EA/FONSI.

Project Schedule

We anticipate adherence to the following schedule upon receiving a Notice to Proceed (NTP):

June 2019

- Contract award
- Kick off meeting

July 2019

- Complete Task A, review of background information
- Initiate biological survey (June and July are when the Galisteo Sand Verbena is in bloom)
- Initiate Task D, historical study report
- Initiate Task B, cultural resources survey

August 2019

- Complete Task B, cultural resources survey
- Initiate Task C, cultural resources report
- Complete biological survey and initiate biological report
- Initiate BLM consultation

September 2019

- Initiate Task F, EA

October 2019

- Submit draft Task C, cultural resources report
- Submit draft biological report

November 2019

- Complete Task C, cultural resources report (final)
- Complete biological report (final)

January 2020

- Complete Task D, historical study report

February 2020

- Complete Memorandum of Agreement (MOA) with SHPO (MOA will determine scope of Task E, mitigation)

March 2020

- Complete Task F, EA (draft and final)

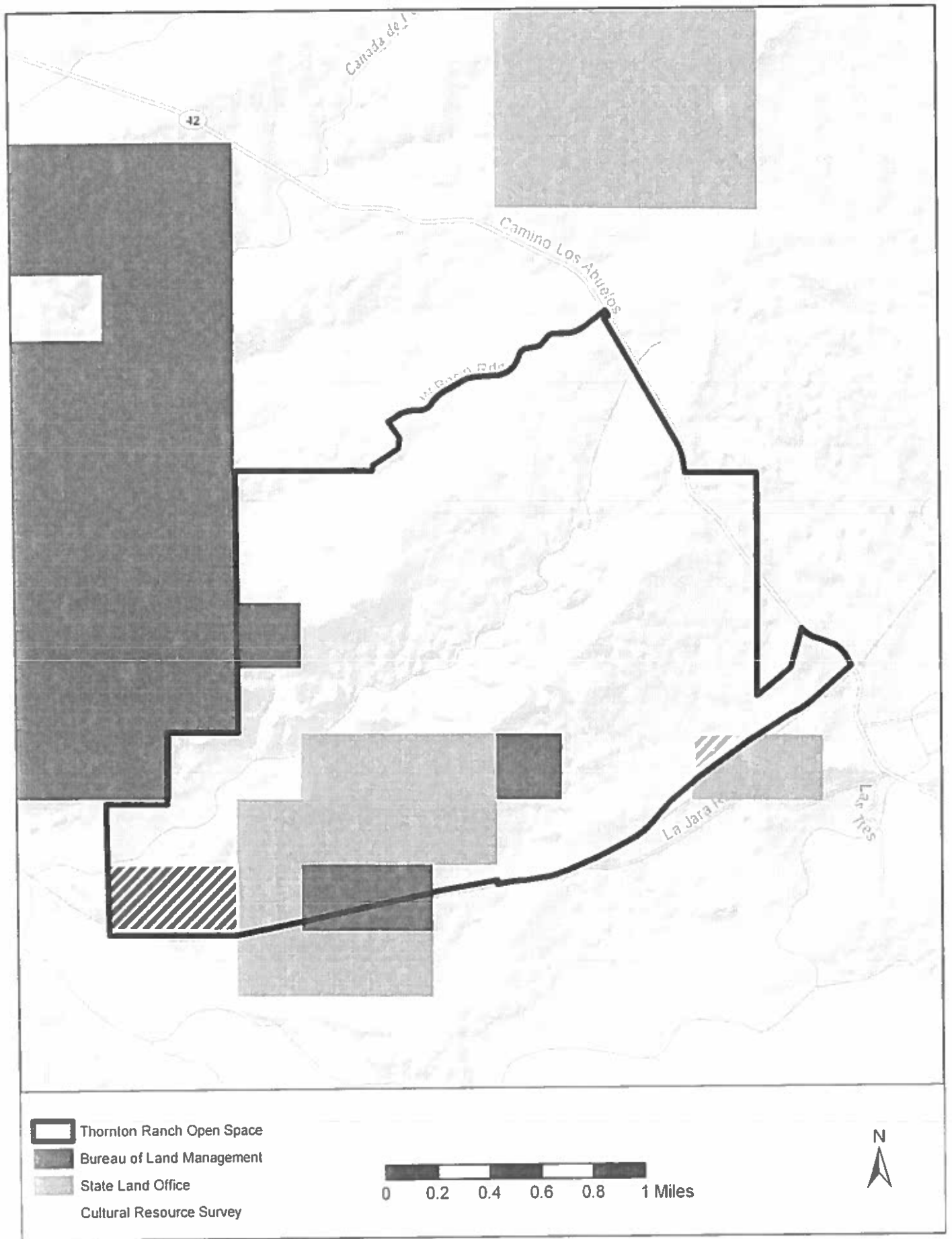
April 2020

- Complete FONSI (draft and final)

May-December 2020

- Negotiate and Complete Task E, mitigation needs. Specific schedule will depend on the nature of mitigation efforts negotiated with SHPO and specified in MOA

This scope and assumptions have been developed based on the best available information. Any changes to the above scope and assumptions could require adjustment to the project budget and schedule.



Client: Santa Fe County
 Project: Thornton EA
 June 18, 2019

				Heaven R. Kelley	Amanda B. Lucas	Teresa B. Hurt	Ethan K. Kalosky	Robert C. Thirsk	Chad L. Timley	Jennifer L. Usgrill	Greg C. Mastropietro	Jessica A. Alden	Sharon E. Churchill	Jeffrey L. Fredine	Jessica M. Pickner	Tamara Stewart
				Sr Cultural Resource Specialist	Sr Publications Specialist	Sr Cultural Resource Specialist	Cultural Resource Specialist IV	Scientist/Biologist IV	Sr GIS Analyst	Sr Scientist/Biologist	Cultural Resource Specialist II	Resource Specialist I	Sr Planner	EP&C Division Manager	Project Accountant	Cultural Resource Specialist III
Burdened Rates:				\$116.22	\$100.91	\$129.58	\$103.29	\$92.07	\$104.45	\$126.31	\$83.45	\$72.68	\$115.09	\$157.00	\$97.81	\$115.09
Task No.	Description	Labor Dollars	Labor Hours													
A	Project Management and Research	\$11,028.10	78												44	10
A 01	Project Management	\$7,886.10	54												44	10
A 02	Background Research	\$3,140.00	20													
B	Cultural Resources Survey	\$18,157.82	166				64				68	12			20	
B 01	Prefield	\$1,007.68	12				4				4	4				
B 02	Survey	\$11,204.40	120				60				60					
B 03	Postfield	\$915.24	12								4	8				
C	Cultural Resources Report	\$16,099.01	155		5	31	86				20	36		19		
C 01	Draft Report	\$11,250.37	119		5	20	38				20	36				
C 02	Final Report	\$1,805.74	18			2	6	8								
C 03	Consultation	\$3,002.90	20				5									
D	Historical Study	\$26,381.36	218		90		20	38						15		
D 01	Draft Document	\$20,110.64	172		80	16	24							22		48
D 02	Final Document	\$2,657.56	22		10	4	8							17		40
D 03	Coordination	\$3,213.36	24											2		
E	Mitigation													8		8
E 01	To be defined			The fee for this task will be developed after mitigation needs are identified through consultation with SHPO and the BLM												
F	EA	\$61,892.00	540		80	18	30		100	4	100		60	118	82	8
F 01	EA	\$21,048.06	164			12	20			3				70	50	
F 02	Biological Survey	\$25,646.82	256			8	10		100		100		40			8
F 03	Stakeholder Outreach	\$15,197.12	120		40									48	72	
Labor Hour Totals:			1,131	130	45	99	110	100	4	100	88	90	118	183	10	56
Labor Dollar Totals:		\$128,515.99		\$15,108.60	\$4,341.71	\$12,928.42	\$11,361.90	\$9,207.00	\$417.80	\$11,631.00	\$7,343.60	\$6,541.20	\$13,580.62	\$28,731.00	\$978.10	\$8,445.04

Other Direct Expenses	
Mileage - \$0.44/mile x 3,500 miles	\$1,540.00
Other Direct Costs	\$200.00
Other Direct Expenses Total:	\$1,740.00

Project Total - Excluding NMGR \$130,255.99

NMGR (7.875% - calculated on labor only) \$10,120.63
 Project Total - including NMGR \$140,376.62

