

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

THIS AGREEMENT is made and entered into on this 25th day of February, 2014 by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), an New Mexico political subdivision, and **PARAMETRIX**, a Washington corporation with a principal address located at 8801 Jefferson NE, Building B, Albuquerque, New Mexico 87113 (hereinafter referred to as the "Contractor").

WHEREAS, Santa Fe County is in the process of developing 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;

WHEREAS, the County requires cultural resource investigations and historic research of the Thornton Ranch Open Space which will be used to inform the master plan;

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 through 13-1-123 of the Procurement Code, a request for proposals was issued and completed through Request for Proposals (RFP) No. 2014-0096-OS/PL for these services;

WHEREAS, based upon the evaluation criteria established within the RFP for the purposes of selecting the most qualified offeror, the County has determined the Contractor as the most responsive and highly rated offeror;

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. SCOPE OF WORK; PHASE I AND PHASE II.

The Contractor shall perform and complete the following scope of work in two phases: Phase I and Phase II.

A. The Scope of Work is as follows:

1. Review documents in the County's project files including the Galisteo Basin Archaeological Sites Protection Act General Management Plan;

2. Complete a cultural resource survey of approximately 748 acres that have not been previously surveyed. The 748 acres consist of:

- 1) 95.62 acres of Tract 10 outside of the conservation easement;
 - 2) 36.07 acres included in Parcel A;
 - 3) 167.48 acres in T14N, R9E, Section 33
 - 4) 13.16 acres in the SE ¼ of Section 32;
 - 5) 115 acres within BLM Grazing Lease 00926 Kennedy Allotment NW4 SW4 of Section 29, NW4 SW4 of Section 33, and that portion of NW4 SE4 and NE4 SW4 Section 32 laying north of the railroad tracks;
 - 6) 320 acres within State Land Office Grazing Lease GM 3063 NE4, NE4NW4, S2NW4, NW4SW4 Section 32 14N 09E;
3. Record any rock art not previously recorded by Gary Hein on the SLO Grazing Lease and by Marit Munson at Petroglyph Hill.
4. Complete Historic Cultural Properties (HCIP) forms and a historical study for the Kennedy town site, the New Mexico Central Railroad, the sheep herder's camp on the ridge above the arroyo, the historic structure, spring and windmill along the BNSF Railroad and other historic features to provide the basis for an interpretive program
5. Prepare a final report for submittal to the New Mexico State Historic Preservation Office (SHPO) compiling the data from: a) the cultural resource previously prepared by Dr. James Snead 2004 and 2005 of approximately 1,423 acres, and b) the cultural resource survey Southwest Archaeological Consultants (Rio Grande Foundation for Communities and Cultural Landscapes) conducted of the 168 acre conservation easement on Tract 10.
6. Prepare a Management Plan for Petroglyph Hill under the Galisteo Basin Archaeological Sites Protection Act in consultation with the Galisteo Basin Archaeological Sites Protection Act Working Group as necessary to complete the Management Plan.
7. Coordinate with the County's consultant preparing the Master Plan for the property.

B. PHASE I of the Scope of Work is as follows:

1. Project Management.
2. Background Research.
 - a. Complete record searches at NMCRIS and all other applicable databases and/or locations to obtain all available site records and data.
 - b. Review documents and files of Santa Fe County, Archaeological Sites Protection Act General Management Plan and other pertinent management documents.

- c. Consult with Dr. James Snead and other professionals who have completed investigations in the project vicinity to obtain data not available at ARMS or the County.
 - d. Conduct background research on the archaeology, ethnography, and history of the project area and conduct preliminary GIS analysis and preparation.
 - e. Develop the specific cultural resource categories and definitions that will be used for the landscape approach.
 - f. Submit a Class I cultural resources planning document to Santa Fe County.
- 3. Archaeological Field Work.
 - a. Complete 100% pedestrian survey (using 15-m transect intervals) of the 748 acres of Thornton Ranch Open Space not previously surveyed.
 - b. Document all archaeological sites and cultural resources discovered during pedestrian survey.
- 4. Historic Built Environment Investigation.
 - a. Document all historic built environment resources at the Kennedy town site, the NM Central Railroad, sheepherder's camp, homestead, and other historic sites in the project area.
 - b. Complete a HCPI forms (and online GIS and form uploads) for all applicable resources.
 - c. Conduct preliminary historical research on Kennedy town site and other locations, including identification of potential sources and documents and oral history interviewees.
 - d. Submit a draft historical document to Santa Fe County consisting of a memo summarizing the preliminary historical research and outlining a research plan for Phase II.
- 5. Ethnographic Investigation.
 - a. Coordinate with tribal members with ancestral ties or other interest in the project area and complete background ethnographic research.
 - b. Complete a brief ethnographic overview of Petroglyph Hill and Thornton Ranch.
 - c. Submit an ethnographic memo to Santa Fe County summarizing the ethnographic research, identifying interested tribes and outlining a plan for ethnographic studies for Phase II.
- 6. Petroglyph Hill Management Plan.
 - a. Contractor's consultant TAMARCH will complete background research, conduct a site tour, and conduct tribal, agency, and public consultation associated with the management plan.
 - b. Contractor's consultant TAMARCH will develop a management team, management plan meeting agendas, and correspond with members of the management team.
 - c. Contractor's consultant TAMARCH will conduct site tours and management plan meetings.

7. Final Cultural Resources Deliverables for PHASE I.
 - a. Complete site narrative, site maps, and LA site record forms for all newly discovered archaeological sites in the project area.
 - b. Create project area maps that can be used by the County for planning purposes.
 - c. Submit a preliminary report that will summarize survey findings, background research, and previously documented sites; the location of all sites will be shown on project maps, but sites will be presented in summary tabular form.

C. PHASE II of the Scope of Work is as follows;

1. Project Management.
2. Archaeological Field Work.
 - a. Revisit and update all previously documented archaeological sites in the portions of the project area.
 - b. Record all rock art images not previously documented by Gary Hein on the SLO Grazing Lease and Marit Munson at Petroglyph Hill.
3. Historic Built Environment Investigation.
 - a. Complete historical research on the Kennedy town site and other locations initiated in Phase I.
 - b. Conduct oral history interviews with descendants of settlers of the Kennedy town site and other locations in the project area.
 - c. Submit a final comprehensive historical document to Santa Fe County that synthesizes the oral history, archival research and in-field documentation of the Kennedy town site and other locations.
 - d. Produce reader friendly documents for use by the public summarizing the historic resources in the project area.
4. Ethnographic Investigation.
 - a. Conduct tribal meetings and field visits with 2 to 3 tribes.
 - b. Complete mapping of the TCPs or other locations of tribal interest and Native American interpretations will be incorporated into the final cultural resources report.
 - c. Ethnographic findings will be included in the Petroglyph Hill management plan and final cultural resources report.
 - d. A short ethnographic report will be completed and submitted to Santa Fe County.
5. Petroglyph Hill Management Plan.
 - a. Contractor's consultant TAMARCH will develop and circulate a Petroglyph Hill draft management plan.
 - b. Contractor's consultant TAMARCH will incorporate comments following a review period and publish a final Petroglyph Hill management plan. Contractor and TAMARCH will work to incorporate cultural resource findings and Native American interests into the management plan, and

will coordinate with the County's consultant who is completing the Thornton Ranch Open Space Master Plan.

6. Final Cultural Resources Deliverables for PHASE II.
 - a. Complete report chapters (culture history, previous research, interpretive summary, management summary, etc.) and appendices (maps, resource location table, etc.) for submission to Santa Fe County.
 - b. Submit a final comprehensive cultural resources report to Santa Fe County that can be used immediately for planning and consultation with the SHPO.
 - c. Complete reader-friendly documents for the public summarizing the archaeological resources in the project area.

D. PHASES I and II, do not include Contractor's completion of a mitigation plan or implementation of a mitigation plan. The need for mitigation and implementation will be assessed following the Contractor's completion of the cultural resource investigations and the Scope of Work described above.

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. Contractor's description of the services to be provided and their budgeted costs are based on Assumptions regarding the number of archaeological sites and rock art images previously recorded and unrecorded sites or rock art images discovered during the Contractor's investigation; the number of Native Americans and/or Native American tribes that may express interest in during the ethnographic component of the Scope of Work.
- C. 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) PHASE I Services: The County shall pay the Contractor a sum not to exceed one hundred thirty-five thousand sixty-eight dollars and eighty cents (\$135,068.80) exclusive of NM GRT, for services satisfactorily

performed. All costs and expenses shall be in accordance with PHASE I Services indicated below:

Project Management
Background Research
Archaeological Field Work
Historic Built Environment investigation
Ethnographic Investigation
Petroglyph Hill Management Plan
Cultural Resource Deliverables
Direct Costs

TOTAL NOT TO EXCEED FOR **PHASE I**: \$135,068.80

- 2) PHASE II Services. The County shall pay the Contractor two hundred eighty-two thousand four hundred nine dollars (\$282,409.00) exclusive of NM GRT for services satisfactorily performed. All costs and expenses shall be in accordance with PHASE II Services indicated below.

Project Management
Archaeological Field Work
Historic Built Environment investigation
Ethnographic Investigation
Petroglyph Hill Management Plan
Final Cultural Resource Deliverables
Direct Costs

TOTAL NOT TO EXCEED FOR **PHASE II**: \$282,409.00

- 3) The total amount payable to the Contractor under this Agreement for **PHASE I and PHASE II shall not exceed Four Hundred Seventeen Thousand Four Hundred Seventy-Seven Dollars and Eighty Cents (\$417,477.80) exclusive of NM GRT**. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
- 4) 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. The Contractor's request shall include an itemized breakdown of man hours, services and deliverables completed and such services and deliverables shall be consistent with the work tasks described on Exhibits A (PHASE I) and B (PHASE II) attached hereto. 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 thirty (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 thirty (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 two (2) years later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the contract at the same price, terms and conditions for an additional two (2) years upon the approval of Santa Fe County.

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 thirty (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 thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (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 fifteen (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.

With this Agreement, the County agrees to Contractor's subcontracting and use of the consulting services of consultant Tamara Stewart, TAMARCH Cultural Resource Management Services, 2891 State Rd. 14, Madrid, NM 87101 for services in the Scope of Work pertaining to the Petroglyph Hill management plan.

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. 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 (6) 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 (6) 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 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 negligent (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'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
Open Space and Trails
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Contractor: Parametrix, Inc.
Attn: Adam Okun

8801 Jefferson NE Bldg. B
Albuquerque, New Mexico 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 Public Regulation Commission 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 per claim and per aggregate. 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 claim, \$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, 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. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS, if applicable

The Contractor hereby irrevocably appoints, National Registered Agents, Inc., a New Mexico resident company, located at 123 East Marcy, Santa Fe, N.M. 87501, 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.

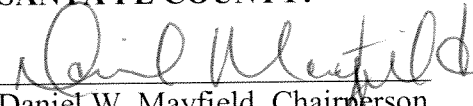
31. SURVIVAL

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.

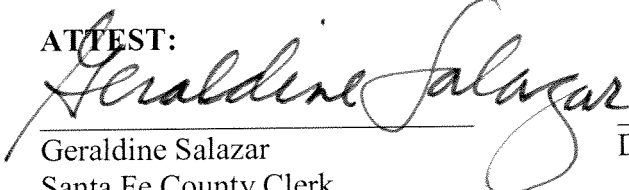
IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

SANTA FE COUNTY:


Daniel W. Mayfield, Chairperson
Board of County Commissioners

2/25/14
Date

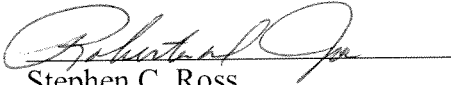
ATTEST:


Geraldine Salazar
Santa Fe County Clerk

2/25/2014
Date



Approved as to Form

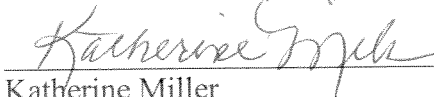

Stephen C. Ross
Santa Fe County Attorney

2/11/14
Date

Approved:


Teresa C. Martinez
Santa Fe County Finance Director

2/11/14
Date


Katherine Miller
Santa Fe County Manager

2-17-14
Date

CONTRACTOR:

Teresa Hurt
(Signature)

2/20/2014
Date

Teresa Hurt/Operations
(Print Name and title) Manager

FEDERAL ID NUMBER: 910914810



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ALBUQUERQUE, NM 87113-2718
T. 505.821.4700 F. 505.821.7131
www.parametrix.com

PROPOSED SCOPE AND BUDGET

Date: February 4, 2014
To: Santa Fe County Public Works
From: Adam Okun
Subject: Thornton Ranch Open Space Cultural Resources Investigations Budget/Scope Assumptions
Project Name: Thornton Ranch Open Space

This memorandum summarizes the scope used to create the attached budget spreadsheets (man hours) for cultural resource investigations and historic research at the Thornton Ranch Open Space, a 1,904-acre site in the Galisteo Basin, Santa Fe County, New Mexico. The assumptions below are based on the scope provided within RFP# 2014-0096-OS/PL. However, the tasks in the RFP will now be completed in two distinct phases, and this memo outlines the tasks that will be completed within each phase, as well as the assumptions for each task.

PHASE I

A. Project Management

1. These tasks will be ongoing throughout both phases of the project.

B. Background Research

1. Parametrix will complete record searches at the New Mexico Cultural Resources Information System (NMCRIIS) and all other applicable databases and/or locations, and will obtain all available site records and other data.
2. Parametrix will review all applicable documents and files in the possession of Santa Fe County, as well as the Archaeological Sites Protection Act General Management Plan and other management documents.
3. Parametrix will consult with James Sneed and other professionals who have completed previous investigations in the project vicinity to obtain data not available at ARMS or Santa Fe County.
4. Parametrix will conduct general background research on the archaeology, ethnography, and history of the project area and will conduct preliminary GIS analysis and preparation.
5. Parametrix will develop the specific cultural resource categories and definitions that will be used for the landscape approach used throughout the project.
6. Parametrix will submit a stand-alone Class I cultural resources planning document to Santa Fe County.

C. Archaeological Field Effort

1. Parametrix will complete 100-percent pedestrian survey (using 15-m transect intervals) of the 748 acres of the Thornton Ranch Open Space that have not been previously surveyed (as defined in the RFP).
2. Parametrix will document all archaeological sites and other cultural resources discovered during pedestrian survey.

Assumption: We estimate the discovery of approximately 40 new archaeological sites based on site density in the previously surveyed areas. Our budget assumes recording up to 40 sites, and the discovery of additional sites (although unlikely) may require a change order to the contract.

D. Historic Built Environment Investigations

1. Parametrix will document all historic built environment resources (including historic buildings, structures, objects, features, and acequias) at the Kennedy town site, the New Mexico Central Railroad, sheepherder's camp, homestead, and other locations in the project area.
2. Parametrix will complete Historic Cultural Property Inventory (HCPI) forms (and online GIS and form uploads) for all applicable resources.
3. Parametrix will conduct preliminary historical research associated with the Kennedy town site and other locations. This research will include identifying potential sources and documents, conducting a preliminary review of these documents, and identifying potential oral history interviewees.
4. Parametrix will submit a draft historical document to Santa Fe County; this document will be a short memo that summarizes preliminary historic research and outlines a plan for research during Phase II of the project.

E. Ethnographic Investigations

1. Parametrix will coordinate with tribal members that have ancestral ties or other interest in the project area and complete background ethnographic research.
2. Parametrix will complete a brief ethnographic overview of Petroglyph Hill and Thornton Ranch.
3. Parametrix will submit a brief ethnographic memo to Santa Fe County; this memo will summarize preliminary ethnographic research, identify interested tribes, and outline a plan for ethnographic studies within Phase II of the project.

F. Petroglyph Hill Management Plan

1. TAMARCH (Tamara Stewart) will complete background research, conduct a site tour, and conduct tribal, agency, and public consultation associated with the management plan.
2. TAMARH will develop a management team, develop management plan meeting agendas, and correspond with members of the management plan team.
3. TAMARCH will conduct site tours and management plan meetings.

G. Final Cultural Resources Deliverables

1. Parametrix will complete site narratives, site maps, and Laboratory of Anthropology (LA) site record forms for all newly discovered archaeological sites in the Thornton Ranch Open Space project area.
2. Parametrix will create project area maps that can be used by Santa Fe County for planning purposes.
3. Parametrix will submit a preliminary report that will summarize survey findings, background research, and previously documented sites; the location of all sites will be shown on project maps, but sites will be presented in summary tabular form. This will not be a comprehensive final report.

Budget Spreadsheet for Thornton Ranch Open Space Cultural Resources Investigations: Phase I

Galisteo Basin
Santa Fe County, New Mexico
Parametrix
2/4/2014

Prepared for Santa Fe County Public Works

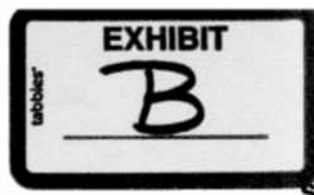
WORK TASK		NUMBER OF HOURS										HRS PER TASK	AMOUNT PER TASK
Employee Name		Okun, Adam S. Project Manager/ Principal Investigator	Hurt, Teresa D. Cultural Resources Division Manager	Byzrevski, Bernika A. Lead Historian	Stewart, Tamara* Management Plan Specialist	Kelley, Shawn R. Ethnographer	Kalosky, Ethan K. Archaeologist/ GIS Specialist	Cultural Resource Technician	Staff	Production/ Design Specialist	Sollman, Vickie Project Accountant		
A. Project Management													
1. Scoping/Coordination		20	2	4		4						30	
2. Contract Administration												10	
Project Management Total		20	2	4	0	4	0	0	0	0	10	40	\$4,468.80
B. Background Research													
1. Record Searches (Databases)		8											
2. GIS Analysis							24					32	
3. General Background Research		16		8			16					16	
4. Resource Type Development		8		8								24	
5. Class I Final Report		40	4	16								16	
Background Research Total		72	4	32	0	0	48	0	0	4	0	72	
C. Archaeological Field Effort													
1. GIS Prep/Mobilization		8											
2. Survey/Travel		10					8					16	
3. Site Recording (40 New Sites)		40					80	160				250	
Archaeological Field Effort Total		58	0	0	0	0	228	440	440	0	0	726	\$47,189.60
D. Historic Built Environment													
1. Preparation/Mobilization				4								4	
2. Built Environment Documentation				40				40				80	
3. Preliminary Historic Research				16								16	
4. HCPI Forms/Registration				16								16	
5. Preliminary Historic Document		8		24						2		34	
6. QA/QC		8										8	
Historic Built Environment Total		16	0	100	0	0	0	40	40	2	0	158	\$14,022.80
E. Ethnographic Investigations													
1. Tribal Consultation													
2. Background Ethnographic Research						24						24	
3. Preliminary Ethnographic Memo						16						8	
4. QA/QC		8											
Ethnographic Total		8	4	0	0	48	0	0	0	0	0	60	\$6,342.80
F. Petroglyph Hill Management Plan													
1. Background Research Site Tour					60							60	
2. Agency/Tribal/Public Consultation					40							40	
3. Develop Management Team					40							40	
4. Management Plan Meeting Agenda					40							40	
5. Site Tour/Management Plan Meeting					20							20	
Management Plan Total		0	0	0	200	0	0	0	0	0	0	200	\$16,000.00
G. Cultural Resource Deliverables													
1. Preliminary Report		40		8			40					92	
2. Site Narratives/LA Forms/Site Maps		40					100	60		4		200	
3. Project Area Maps		8					16					24	
4. QA/QC													
Cultural Resource Deliverables Total		88	4	8	0	0	156	60	60	4	0	320	\$26,544.40
Total		262	14	144	200	52	432	540	540	10	10	1824	
Cost		121	143	97	80	100	70	55	55	77	97	97	
Total Labor		\$31,754.40	\$2,006.20	\$14,011.20	\$16,000.00	\$5,200.00	\$50,240.00	\$29,700.00	\$29,700.00	\$768.00	\$960.00	\$130,648.80	\$130,648.80
OTHER DIRECT COSTS													
Reproduction, Postage, etc													
Fuel (\$ 44 per mile 2013)													
ARMS Survey Fee													
Subtotal													
TOTAL (less gross receipts tax)													\$135,068.80

PROPOSAL:

Parametrix
8801 Jefferson NE, Building B
Albuquerque, NM 87113
TEL 505 821 4700

*Note: Tamara Stewart will be working as a subcontractor rather than a Parametrix employee.
Note: See attached assumptions





SCOPE AND BUDGET (CONTINUED)

PHASE II

A. Project Management

1. These tasks will be ongoing throughout both phases of the project

B. Archaeological Field Effort

1. Parametrix will revisit and update all previously documented archaeological sites in the portions of the project area that have been previously surveyed. According to the NMCRIS database, at least 204 sites have been previously documented in the project area, although no information about these sites is available.

Assumption: It is here assumed that all previously documented sites will require a site visit and complete update in order to comply with current standards for cultural resource management. Our budget assumes updating up to 204 sites, and the presence of additional sites (although unlikely) may require a change order to the contract.

2. Parametrix will record all rock art images not previously documented by Gary Hein on the State Land Office (SLO) Lease and Marit Munson at Petroglyph Hill. Based on preliminary consultation, the recording of rock art on the SLO Lease was limited and may consist of only locational information and photographs.

Assumption: It is here assumed that previously documented rock art images will not require updating

C. Historic Built Environment Investigations

1. Parametrix will complete historical research associated with the Kennedy town site and other locations initiated during Phase I of the project.
2. Parametrix will conduct oral history interviews with descendants of settlers at Kennedy and other locations in the project area (our team has had success locating dependents for similar studies, but this task will only be completed if applicable subjects are identified).
3. Parametrix will submit a final, stand-alone historical document to Santa Fe County that synthesizes oral history, archival research, and in-field documentation of the Kennedy town site and other locations.
4. Parametrix may produce reader-friendly documents for the general public summarizing the historic resources in the project area. The timing and level of effort for this task will be determined in consultation with Santa Fe County (depending on the type of mitigation that is completed following the completion of other tasks).

D. Ethnographic Investigations

1. Parametrix will conduct tribal meetings and field visits with 2-3 tribes.
Assumption: Although many tribes may express interest, it is here assumed (based on previous experience) that only 2-3 tribes will participate in actual field visits.
2. Parametrix will complete mapping of TCPs or other locations of tribal interest, and Native American interpretations will be incorporated within the final cultural resources report.
3. Ethnographic findings will be included in the Petroglyph Hill management plan and final cultural resources report.
4. A short stand-alone ethnographic report will be produced and submitted to Santa Fe County.

E. Petroglyph Hill Management Plan

1. TAMARCH will develop and circulate a Petroglyph Hill draft management plan.
2. TAMARCH will incorporate comments following a review period and publish a final Petroglyph Hill management plan.

3. Throughout this process, Parametrix and TAMARCH will work to incorporate cultural resource findings and Native American interests into the management plan, and will coordinate with the consultant completing the Thornton Ranch Open Space management plan.

F. Final Cultural Resource Deliverables

1. Parametrix will complete required report chapters (culture history, previous research, interpretive summary, management summary, etc.) and appendices (maps, resource location table, etc).
2. Parametrix will submit a final synthetic and comprehensive cultural resources report to Santa Fe County that can be used immediately for planning and consultation with the State Historic Preservation Officer (SHPO).
3. Parametrix may complete reader-friendly documents for the general public summarizing the archaeological resources in the project area. The timing and level of effort for this task will be negotiated with Santa Fe County (depending on the type of mitigation that is completed following the completion of other tasks).
4. Note: Mitigation is not included within this phase; the need for mitigation and its implementation will be assessed following the completion of the cultural resource investigations included here.

Two separate fee schedules (Phase I and Phase II) with man hours are included with this scope. The cost estimate for Phase I is \$135,068.80; the cost estimate for Phase II is \$282,409.00. We are extremely exciting to be working with you on this project and are ready to initiate these tasks immediately. Again, thank you for this opportunity.

Sincerely,

Adam Okun
Project Manager/Principal Investigator

Budget Spreadsheet for Thornton Ranch Open Space Cultural Resources Investigations: Phase II

Gallisco Basin

Santa Fe County, New Mexico

Parametrix

2/4/2014

Prepared for Santa Fe County Public Works

WORK TASK													HRS PER TASK	AMOUNT PER TASK
Employee Name	NUMBER OF HOURS													
	Parameters													
	Okun, Adam S. Project Manager/ Principal Investigator	Hart, Teresa D. Cultural Resources Division Manager	Byzowski, Beremika A. Lead Historian	Stewart, Tamara* Management Plan Specialist	Kelley, Shavon R. Ethnographer	Archaeologist/GIS Specialist	Rock Art Specialist	Munson, Marit	Cultural Resource Technician	Staff	Production/Design Specialist	Soukko, Vickie Project Accountant		
A. Project Management														
1. Scoping/Coordination	20		4		4									
2. Contract Administration														
Project Management Total	20	0	4	0	4	0	0	0	0	0	0	10		
B. Archaeological Field Effort														
1. GIS Prep/Mobilization	8					8								
2. Site Updates (204 Previous Sites)	40					310			1020					
3. Rock Art Recording	10					20	60							
Archaeological Field Effort Total	58	0	0	0	0	338	60	60	1040	0	0	0		
C. Historic Built Environment Tasks														
1. Historic Research			40											
2. Oral History (Descendant Interviews)			24		24									
3. Final Historical Document	16		60			8					12			
4. Reader-friendly Public Deliverables	8										24			
5. Q&A/QC	8		8											
Historic Built Environment Total	32	8	132	0	24	8	0	0	0	0	36	0		
D. Ethnographic Investigations														
1. Tribal Coordination														
2. Tribal Meetings					8									
3. Field Visits (2-3 Tribes)					24									
4. Tribal Review/Follow Up					40									
5. Ethnographic Mapping					32	12								
6. Ethnographic Report					80						8			
7. Q&A/QC	16													
Ethnographic Total	16	8	0	0	184	12	0	0	0	0	8	0		
E. Petroglyph Hill Management Plan														
1. Develop and Coordinate Draft Plan														
2. Final Management Plan				60										
3. Q&A/QC/Revisions	4													
Management Plan Total	4	0	0	120	0	0	0	0	0	0	0	0		
F. Final Cultural Resource Deliverables														
1. Site Narratives/A Forms/Site Maps	80					360			300					
2. Project Area Forms and Maps	16					16								
3. Report Chapters	60													
4. Final Cultural Resources Report	80		40											
5. Revisions and Consultation	32									40				
6. Reader-friendly Public Deliverables	24													
7. Q&A/QC		16												
Final Deliverable Total	392	16	40	0	0	376	0	0	300	40	80	0		
Total	322	24	176	120	212	974	60	60	1340	40	124	10		
Revised	121	143	97	80	196	70			55		77	97		
Subtotal	\$13,206.40	\$4,585.60	\$17,124.80	\$0.00	\$21,200.00	\$65,380.00	\$4,200.00	\$4,200.00	\$73,700.00	\$9,323.20	\$9,323.20	\$969.60		
Total Labor														

PROFESSOR

PARAMETRIX

8501 Jefferson NE, Building 13

Albuquerque, NM 87113

Tel: 505.821.4700

*Note: Tamara Stewart will be working as a subcontractor rather than a Parametrix employee

Note: See attached assumptions



