PROFESSIONAL SERVICES AGREEMENT WITH WILSON & COMPANY, INC. TO PROVIDE ON-CALL SURVEYING SERVICES

THIS AGREEMENT is made and entered into on this 26th day of October, 2012, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), an New Mexico political subdivision, and **WILSON & COMPANY, INC.,** a Kansas corporation with a principal address located at 4900 Lang Avenue, NE, Albuquerque, N.M. 87109 (hereinafter referred to as the "Contractor").

WHEREAS, Santa Fe County has identified a need for on-call surveying services to be provided on an as-needed basis for a variety of projects throughout the County as funding becomes available and as specific needs are identified;

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal request for proposals, RFP No. 2013-0008-PW/PL for the provision of the services;

WHEREAS, based upon the evaluation criteria established within the request for proposals 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, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. SCOPE OF WORK

All services provided shall be performed under the supervision of a licensed surveyor with demonstrated proficiency in the following requirements:

a) Whenever a professional surveyor undertakes any surveying as authorized in the Engineering and Surveying Practice Act, the licensee shall determine which type of surveying is being conducted from the definitions in Subsection A of 12.8.2.7 NMAC shall then conform to the requirements set forth in 12.8.2.9 NMAC through 12.8.2.14 NMAC for that type of surveying and must also comply with accuracy standards in 12.8.2.16 NMAC when applicable. If the surveying is not defined, then the surveyor shall conform to the requirements for unclassified surveying set forth in 12.8.2.15 NMAC.

b) Santa Fe County's Digital Submission Requirements specifies the format of all digital data submitted to the County for development review and recordation. It is the intent of these requirements to:
   1) Improve the design and plan review processes within the County by following modern professional standards for geographic data;

2) Improve the County's GIS mapping through the inclusion of new developments in a standard geographic format;
3) Provide data that meets accuracy standards required for new parcels and infrastructure improvements consistent with the County's geodetic control network; and
4) Improve the County's foundation of geographic information to support community decision-making.

This digital data will be representative of features on the ground and is not intended to convey legal boundaries of any kind.

c) Geodetic Control:

1) Santa Fe County will make available all Geodetic Control Information to be used for survey purposes. All coordinate values for these survey points shall be in the New Mexico State Plane System using the North American Datum (NAD83), New Mexico Central Zone 3002. All measurements shall be in US Survey Feet.
2) All drawing elements shall be submitted referencing New Mexico Plane Coordinates. Features in drawing files that are stored in drawing units (artificial 0,0) must be translated to represent real world locations as referenced by New Mexico State Plane coordinates. All horizontal measurements shall reference the North American Datum of 1983 (NAD83) NSRS using US Survey Foot. Vertical control will reference the North American Vertical Datum of 1988 (NAVD88) using US Survey Foot.
3) The surveyor or engineer preparing the plans shall tie the boundary into at least two of the above mentioned survey control network monuments. Positional accuracy of any digital submittal should be +/- 1ft. The basis of bearing for the plans must be in NAD83 (NSRS) coordinate system.
4) It is not the intention of Santa Fe County to replicate legal surveys. With this in mind, control of plan features may be tied to the New Mexico State Plane Coordinate system using traditional surveying or GPS methods.

d) Data Formats:

1) In addition to the final plats, plans, and as-built drawings submitted in hard copy format, a digital data file shall be provided to the County in one of the following formats:
   - DGN (Microstation design file)
   - DXF (AutoCAD drawing exchange file)
   - DWG (AutoCAD drawing file)
2) All digital files must be mapped to scale and submitted to the County on CD-ROM, or via e-mail. The digital files must be named using the development name (e.g. WestSanfranciso_Phase2.dxf). The CAD file shall contain text in standard fonts that can be read without third party

software.

3) No annotation shall be included in any feature layer and no feature shall be included in any annotation layer.
4) No polylines or annotations shall be stored in blocks. Explode all blocks that do exist.
5) Since polygonal closure is critical in converting CAD features to GIS features, all appropriate polygonal features (e.g. parcel boundaries, subdivision boundary, buildings) shall be "snapped" closed.
6) Submitted CAD files shall contain only complete polygon features. All partial parcel polygons shown for reference (e.g. along the boundaries) shall not be included in the PARCELS layer. Such features can be included in an unnamed layer in the submitted CAD file.

e) Data Layering Requirements:

1) In order to improve the efficient use of this data in the County's GIS, the digital data shall use the following layering scheme:

DIGITAL DATA LAYERING SCHEME	
LAYER NAME	**DESCRIPTION**
BDRY perimeter (pline)	Subdivision Boundary Lines
ROW	Rights of way
PARCELS interior (pline)	Subdivision lot lines
ESMTS	Utility, Trail & Drainage Easements
BLDGS (pline)	Building Footprints

2) Annotation submitted digitally must be identical to the annotation submitted on the hard copy filed with Santa Fe County. All other miscellaneous annotation and information, such as north arrow and scale, shall be put on a separate layer.
3) Any geographic information other than specified above, such as parking lots, curb and gutter, etc., shall be put on a separate layer. Santa Fe County may waive or adjust requirements specified herein upon a finding that the strict adherence of the requirements does not apply or is contrary to the long-term maintenance of the Geographic Information System (GIS) of Santa Fe County.

A. Types of Projects: The resulting contract will provide surveying services for a wide variety of projects to include, but not limited to, the following types of projects:

1. Boundary Survey- The determination, description, portraying, measuring or monumentation of the boundaries of a tract of land. The surveyor shall perform the following:
   a) Obtain copies of relevant documents necessary to perform the survey and when available a copy of the title search for the tract being surveyed;
   b) Review all recorded plats and all plats known to be available to the

surveyor that are germane to the tract being surveyed;

c) Make a site visit and inspect the subject property and look for evidence of existing monument;
d) Determine the relative location on the ground of all found existing monuments which pertain to the survey using procedures which achieve the minimum accuracy standards in 12.8.2.16 NMAC;
e) Tag found monuments which are accepted by the surveyor and pertain to the boundary being surveyed with a metal tag, bearing the surveyor's license number;
f) Set new monuments in conformance with 12.8.2.17 NMAC, unless permanent marker all ready exists;
g) Follow the rules and procedures, except for accuracy and monumentation standards, in the manual of instructions for the survey of public lands of the United States;
h) Never move, remove or obscure an existing monument unless it is first properly referenced and all dimensions necessary to preserve its location are reported on a recorded plat;
i) Updating a prior survey-if an existing survey is updated for any reason, the surveyor shall comply with the minimum standards in effect at the time of the update unless the update is only to correct a minor scrivener's error;
j) Prepare a plat of the survey, unless the survey is only for re-monumentation of corners of the tract, as shown on a recorded plat, where some of the existing corners of the tract are recovered, whose measured dimensions on the ground are reasonably close to the record dimensions; and
k) Record the plat prepared under Subsection J of 12.8.2.9 NMAC with the Santa Fe County Clerk.

2. Topographic Survey- The measurement and portrayal of the configuration of the ground and/or the location and description of objects thereon. It may include the plotting and description of property boundary monuments and property lines on a topographic map provided:
   a) Only existing monuments found at the time of the survey are shown, and no boundary monuments are set;
   b) The following words are prominently shown on the topographic map: "This is not a boundary survey, apparent property corners and property lines are shown for information only. Boundary data shown is from previous survey referenced hereon";
   c) On topographic surveys with contour lines, the vertical accuracy of 90% of the points tested shall be within one half of the contour interval, unless otherwise stated on the survey; and
   d) Conform to all accuracy standards as set forth in 12.8.2.16 NMAC.
3. Easement Survey- The description, portrayal, or monumentation of easements. The surveyor shall perform the following:

a) Use procedures in any field measurements which achieve the minimum accuracy standards in 12.8.2.16 NMAC;
b) If the easement does not run parallel to a boundary of the tract in which it is located, then the surveyor shall prepare a plat which shows the dimensions of the easement and conforms with Subsection J of 12.8.2.9 NMAC and complies with one of the following:
    1) shows ties to record monuments at the beginning and ending of the easement and at least at every mile along the easement, or
    2) shows the coordinates of the beginning, ending and all angle points in accordance with the New Mexico coordinate system and shows the grid bearing and ground distance between said points, or
    3) shows ties to existing corners of a subdivision in which the easement is located.

4. Right of Way Surveying- The boundary surveying of right of way for acquisition or for locating existing right of way. The surveyor shall do all of the following:
    a) Obtain a copy of the last recorded deed for the tract(s) affected by the existing or contemplated right of way and obtain copies of all existing right of way maps and conveyance documents available;
    b) Obtain a copy of all recorded plats and all plats and maps known to be available to the surveyor for the tract(s) affected by the existing or contemplated right of way;
    c) Make a diligent search on the ground, including the use of a metal detector, for all existing monuments, which pertain to the property boundaries intersecting the public highway right of way corridor being surveyed;
    d) Determine the relative location on the ground of all found existing monuments, which pertain to the survey using procedures, which achieve the minimum accuracy standards in 12.8.2.16 NMAC;
    e) Tag all found and accepted monuments, which pertain to the survey, with a metal tag, bearing the surveyor's registration number, attached to the monument with a metal wire or strap;
    f) Set new monuments conforming to 12.8.2.17 NMAC on the right of way limits at all changes in direction and at all points where property lines intersect, using procedures which achieve the minimum accuracy standards in 12.8.2.16 NMAC, unless a permanent monument exists;
    g) Follow the rules and procedures, except for accuracy and monumentation standards, in the manual of instructions for the survey of public lands of the United States prepared by the Bureau of Land Management;
    h) Whenever a tract of land is to be severed by right of way acquisition, the surveyor shall locate property lines that intersect the right of way limits. The surveyor shall use all available documents, field data, including parcel evidence and land title information to

determine the length, location and bearing of the severed property line relative to the right of way limits. This includes surveying as many additional parcel boundaries as necessary which connect to the property lines intersecting the right of way in order to accurately locate the property lines affected by the contemplated right of way;

i) Prepare a plat of survey which contain all requirements listed in Subsection J of 12.8.2.13 NMAC; and

j) Record the plat prepared under Subsection J of 12.8.2.13 NMAC with the Santa Fe County Clerk. The plat shall be recorded within sixty (60) days of completion and will be considered complete when the surveyor signs and seals it.

5. Engineering Survey- associated with the engineering design (topographic, layout built) often requiring geodetic computations beyond normal civil engineering practice.
   a) Survey should describe physical characteristics, legal limitations and utility locations and written legal description of the site. The survey and legal information shall include, as applicable: grades and lines of streets; alleys; pavements and adjoining property and structures; designated wetlands; adjacent drainage; right-of-way restrictions; easements; encroachments; zoning; deed restrictions; boundaries and contours of the site; locations; dimensions; and necessary date with respect to existing buildings; trees; and other improvements; and information concerning available utility services and lines; both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a project benchmark.

6. Improvement Location Report-
   a) Improvement location reporting is the preparation of an improvement location report which is a narrative report, which may be accompanied by a sketch, and which is issued only to a title, abstract or escrow company or lending institution for the exclusive use in determining such things as insurability or value of a tract of land; it shall not be represented by the surveyor as being a property boundary survey;
   b) If the report contains a sketch, the sketch shall contain the following words which are printed as large and as prominently as any other words upon the sketch: "This report is not for use by a property owner for any purpose".

7. Archaeological Survey- to accurately assess the relationship of archaeological sites in a landscape or to accurately record finds on an archaeological site.

8. Bathymetric Survey- carried out to map the topography and features of the bed of an ocean, lake, river or other body of water.

9. Foundation Survey- done to collect the positional data on a foundation that has been poured and is cured. This is done to ensure that the foundation was

Constructed in the location, and at the elevation, authorized in the plot plan, site plan or subdivision plan.

10. Geological Survey- conducted for the purpose of recording the geological significant features of an area under investigation.

11. Measured Survey- a building survey to produce plans of a building, such a survey may be conducted before renovation works, for commercial purposes, or at the end of the construction process "as built survey".

2. 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, exclusive of gross receipts tax shall not exceed fifty thousand dollars ($50,000) per year. Any New Mexico gross receipts tax 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 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.

3. 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 contract at the same price, terms and conditions for a period of three (3) additional years, on a year-to-year basis, upon the approval of the Santa Fe County. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended an additional year. The notice must be submitted to Contractor at least sixty (60) days prior to expiration of the initial Agreement.

4. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Paragraph 1, SCOPE OF WORK of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 2, COMPENSATION, INVOICING, AND SET-OFF, of this Agreement, and for not 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.

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.

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. 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.

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 (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.

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: Katherine Miller, Santa Fe County Manager

102 Grant Avenue

Santa Fe, New Mexico 87501

To the Contractor: Wilson & Company, Inc.
4900 Lang Avenue NE
Albuquerque, New Mexico 87109

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 Public Regulation Commission on Contractor's behalf.

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

D. It will maintain throughout the life of this Agreement, its registration, licensure to conduct business in the State of New Mexico, and its status of "good standing" with the New Mexico Public Regulation Commission.

25. FACSIMILE SIGNATURES

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

26. LIMITATION OF LIABILITY

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2, "COMPENSATION AND INVOICING," of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

27. NO THIRD-PARTY BENEFICIARIES

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

28. 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 $1,050,000.00 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 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 occurence, $2,000,000.00 per aggregrate.

29. 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.

30. 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.

31. 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.

32. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS, if applicable

The Contractor hereby irrevocably appoints, James E. Ross, a New Mexico resident located at 4900 Lang Avenue NE, Albuquerque, New Mexico, 87109 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.

33. 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:

Katherine Miller
Santa Fe County Manager

10-23-12
Date

Approved as to Form:

for Willie R. Brown
Stephen C. Ross
Santa Fe County Attorney

10/17/12
Date

Finance Department Approval:

Teresa Martinez
Santa Fe County Finance Director

10/24/12
Date

CONTRACTOR:

(Signature)

10-26-2012
Date

CHRISTOPHER S. CROSHAW
(Print Name and Title)

FEDERAL IDENTIFICATION NUMBER:

48-117-6300

EXHIBIT

A

Wilson & Company, Inc., Engineers & Architects

Hourly Rate Schedule

• Licensed Surveyor	$136.90/hr
• 2-Person Field Crew	$153.65/hr
• 1-Person Field Crew	$99.06/hr
• CAD Drafter	$87.58/hr
• Office Technician	$68.28/hr