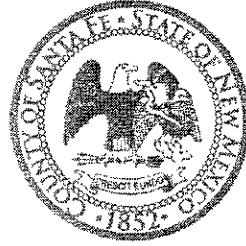


Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *August 1, 2018*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Procurement Manager, CPO*

VIA: *Katherine Miller, County Manager*
Tony Flores, Deputy County Manager
Stephanie S. Clarke, Finance Director
Michael Kelley, Public Works Department Director

ITEM AND ISSUE: BCC Meeting August 14, 2018

Approval of Professional Services Contract No. 2018-0351-CMO/BT Between Santa Fe County and Precision Surveys, Inc. in the Amount of \$707,715.93, Exclusive of NM GRT for Surveying Services for Right of Way of County Maintained Roads Within the Pueblos of Nambe, Tesuque, San Ildefonso and Nambe, and Authorizing the County Manager Sign and Execute the Contract and the Purchase Order. (Bill Taylor, Purchasing Division)

ISSUE:

In May 2018, the Purchasing Division issued Request for Proposal (RFP) No. 2018-0351-CMO/BT for surveying services for right of way of County maintained roads within the Pueblos of Nambe, Tesuque, San Ildefonso and Nambe. On May 31, 2018, the County received five proposals from the following Offerors:

Morris Surveying/Engineering, Santa Fe, NM
Bohannon Huston, Albuquerque, NM
T&D Services, Albuquerque, NM
Precision Surveys, Inc., Albuquerque, NM
Souder, Miller & Associates, Albuquerque, NM

All proposals were deemed to be responsive and qualified proposals. After the proposals were evaluated, ranked and scored by the Evaluation Committee, Precision Surveys, Inc. was ranked the highest respondent pursuant to the evaluation criteria in the RFP. The County then proceeded with contract negotiations with Precision Surveys and recommend contract award.

The total amount of the contract requires the Board of County Commissioners (BCC) approval. The Purchasing Division and the County Manager's Office are requesting Board of County Commission approval to award the subject contract to Precision Surveys, Inc.

BACKGROUND:

Santa Fe County has historically maintained roads (CMR's) within the Pueblos of Tesuque, Nambe, San Ildefonso and Pojoaque (collectively the Pueblos), as part of the County's overall road network. The road network by Pueblo is as follows:

Pueblo of Tesuque

The County maintains approximately 2.1 miles of road network containing the following CMR's:

- CMR 73
- CMR 74
- CMR 72I

Pueblo of Nambe

The County maintains approximately 10.17 miles of road network containing the following CMR's:

- CMR 84E
- CMR 84F
- CMR 84G
- CMR 106
- CMR 113
- CMR 113S
- CMR 113A
- CMR 113B
- CMR 115
- CMR 117S
- CMR 117N
- CMR 119S
- CMR 119N

Pueblo de San Ildefonso

The County maintains approximately 9.68 miles of road network containing the following CMR's:

- CMR 84
- CMR 84A
- CMR 84B
- CMR 84C
- CMR 84 D
- CMR 101D

Pueblo of Pojoaque

The County maintains approximately 15.77 miles of road network containing the following CMR's:

- CMR 84 CMR 89E
- CMR 84E CMR 101C
- CMR84J CMR 101E
- CMR 89 CMR 101G
- CMR 89A CMR 103
- CMR 89B CMR 105
- CMR 89C CMR 109N
- CMR 89D CMR 109S
- CMR 109A

As a result of negotiations for rights-of-way (ROW'S) for County Maintained Roads (CMR) within the Pueblos, the County and the Pueblos have entered into Settlement Agreements (Agreements) which address the CMR's located within the boundaries of each Pueblo.

Included within the Agreements, the County is to have existing CMR's and new Roads surveyed (with the exception of CMR 73 and CMR 74 located within the Pueblo of Tesuque), and ROW applications prepared and submitted as outlined in the Specific Project Requirements.

ACTION REQUESTED:

Approval of the Professional Services contract No. 2018-0351-CMO/BT between Santa Fe County and Precision Surveys, Inc. in the amount of \$707,715.93, exclusive of NMGRT for surveying services for right of ways of County Maintained Roads with the Pueblos of Nambe, Tesuque, San Ildefonso and Nambe and authorizing the County Manager to sign and execute the Contract and purchase order.

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

THIS AGREEMENT is made and entered into this _____ day of _____ 2018; by and between **SANTA FE COUNTY**, hereinafter referred to as the "County" and **PRECISION SURVEYS, INC.**, whose principal address is **9200 San Mateo Blvd., NE, Albuquerque New Mexico, 87113** hereinafter referred to as the "Contractor".

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

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

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

NOW, THEREFORE, it is agreed between the parties:

1. SCOPE OF WORK

The Contractor shall provide, without limitation, the following services.

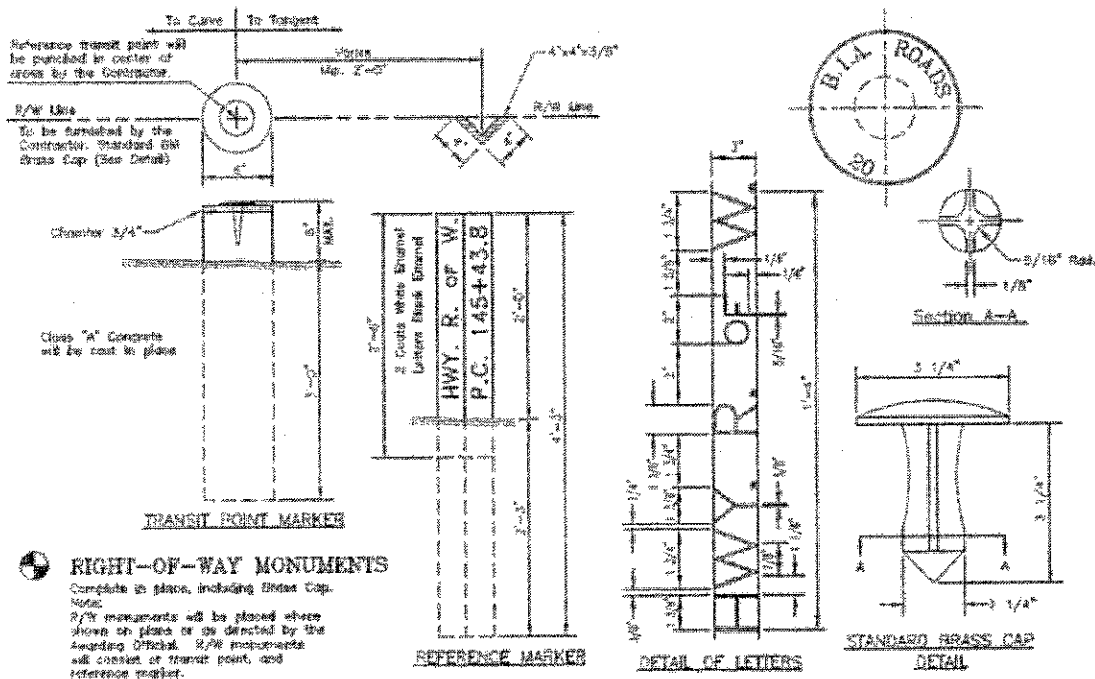
Provide professional surveying services related to the survey of Rights-of-way (ROW) located within the Pueblos of Tesuque, Nambe, San Ildefonso and Pojoaque, and prepare and submit ROW applications in accordance with 25 C.F.R. Part 169 to the United States Bureau of Indian Affairs (BIA), as outlined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

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

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

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

- down by one-quarter section of the Public Land Survey System (PLSS). This information shall be shown on the map sheets.
4. Show a tie to the nearest corner of the PLSS.
 5. Prepare a metes and bounds legal description of each segment.
 6. Prepare Maps of Definite Location for each right-of-way.
 7. Perform Quality Assurance checks of maps.
 8. Set BIA construction standard Right-of-Way Monuments at each point of curvature, point of tangency or angle point on both sides of right of way.
 - a. Monument consists of a 3-1/4-inch diameter brass cap stamped "BIA ROADS 2017"
 - b. Each monument must be set in a 6-inch diameter by 3.25 feet deep concrete cylinder.
 9. Set BIA construction standard Right-of-Way Reference Markers.
 - a. Marker consists of a 4"x4"x3/8" angle iron set 2 feet away from the ROW monument. Marker must be set 2'-3" below ground.
 - b. Each marker must be painted with 2 coats of white enamel paint.
 - c. Each marker must have black letters painted that state "HWY. R. of W. on one face and the station identifier must be painted on the other face.
 10. Detail of monument and marker is as follows:



11. All surveys and plans shall be reviewed by the Bureau of Land Management Indian Land Surveyor (BILS).
 - a. Address any comments received by BILS.
12. Deliverables of CAD DWG files, High Quality PDFs, and Geographic Information

Systems (GIS) Data:

- a. Contractor shall deliver all final CMR ROW and Monumentation Maps as Computer-Aided Design (CAD) DWG files and as High Quality PDFs.
- b. To convert data into GIS: CAD DWG files shall utilize the coordinate system of the survey. The Contractor shall perform Ground to Grid conversion to bring survey elements shown in each CAD DWG accurately into a GIS environment and to achieve accurate alignment to the grid. Correct scale factors shall be applied in each CAD DWG to accomplish accurate alignment to the grid prior to conversion into GIS. Each CAD DWG shall be converted to a GIS file format. Contractor shall deliver scale factors with each CAD DWG. Methodology for conversion of CAD data to GIS shall be reviewed and accepted by Santa Fe County prior to commencement of conversion work to a GIS format.
- c. Contractor shall deliver preliminary and final GIS data in ESRI feature classes file geodatabase format compatible with ArcGIS 10.4.1. All preliminary and final GIS data delivered by the Contractor shall be delivered in the New Mexico State Plane Coordinate System, Central Zone, NAD 1983 HARN in units of U.S. Survey Feet (NAD_1983_HARN_StatePlane_New_Mexico_FIPS_3002_Feet).
- d. Line feature classes shall include CMR road centerline, ROW lines on either side of CMR road centerline, and other line features surveyed.
- e. Point feature classes shall include stationing along CMR road centerlines, monument control points, access points and other point features surveyed. For access points, the point shall be placed at the center of the ingress/egress location where the access point leaves private property, and in the event of gaps, a point shall also be placed at the center of the ingress/egress location where the access point intersects the CMR ROW line.
- f. Preliminary CAD DWGs with scale factors and GIS data shall be delivered by the surveyor(s) to Santa Fe County for review and approval.
 - i. Upon approval and acceptance by Santa Fe County, the Contractor shall deliver final CAD DWGs with scale factors and GIS data deliverables.

Pueblo Specific Requirements:

◇ **Tesuque:**

Within one (1) year following the execution of the Agreement, the County shall submit to the

Bureau of Indian Affairs a Right-of-Way (ROW) application for **CMR72I** in accordance with the requirements of 25 C.F.R. Part 169, including but not limited to, identifying the Pueblo lands affected by the ROW, maps of definite location for the ROW, and ownership of any permanent improvements associated with the ROW.

The width of the ROW shall be the existing driving surface of **CMR 72I** on Pueblo land plus four (4) feet on each side of the existing driving surface (Standard ROW Width). However,

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

Specifically, the Contractor shall prepare all survey documentation in accordance with the General Scope of work and develop an accurate legal description of the ROW to include in the County's application, prepared by the Contractor, and submitted to the Bureau of Indian Affairs. In addition, the Contractor shall place caps at agreed-upon locations every five hundred (500) feet along both sides of CMR 72I.

◇ **Nambe:**

Within one (1) year following the execution of the Agreement, the County shall submit to the Bureau of Indian Affairs a Right-of-Way (ROW) application for **CMR 84E, CMR 84F, CMR 84G, CMR 106, CMR 113, CMR 113S, CMR 113A, CMR 113B, CMR 115, CMR 117S, CMR 117N, CMR 119S, CMR 119N** in accordance with the requirements of 25 C.F.R. Part 169, including but not limited to, identifying the Pueblo lands affected by the ROW, maps of definite location for the ROW, and ownership of any permanent improvements associated with the ROW.

The width of the ROW's shall be from the centerline of the CMR to the boundary of the private land, so long as the width does not exceed twenty five (25) feet on either side of the centerline of the CMR.

Specifically, the Contractor shall prepare all survey documentation in accordance with the General Scope of work and develop an accurate legal description of the ROW, including its boundaries, access points (the point identified on the County's survey conducted in cooperation

with the Pueblo at which lawful ingress and egress to private land can occur. Access points that serve two or more subdivided lots on private lands are called Common Access Points) and a map of definite location of the ROW to include in the County's application, prepared by the Contractor, and submitted to the Bureau of Indian Affairs Southwest Regional Road Engineer. In addition, the Contractor shall place caps at agreed-upon locations every five hundred (500) feet along both sides of the CMR's.

◇ **San Ildefonso:**

Within five (5) years following the execution of the Agreement, the County shall submit to the Bureau of Indian Affairs a Right-of-Way (ROW) application for **CMR 84, CMR 84A, CMR 84B, CMR 84D, and CMR 101D** (Subject Roads) and **Yellowbird Loop** (which will replace **CMR 84C, CMR 84D, and Sandy Way**) and **Blue Dove Road** (New Roads). The surveys shall identify all of the access points (the point identified on the County's survey conducted in cooperation with the Pueblo at which lawful ingress and egress to private land can occur. Access points that serve two or more subdivided lots on private lands are called Common Access Points) to the Subject Roads and New Roads.

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

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

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

For each New Road and Subject Road ROW application, the Contractor shall develop an accurate legal description of the ROW, including its boundaries, access points and a map of definite location of the ROW. In addition, the Contractor shall place caps at agreed-upon locations every five hundred (500) feet along both sides of the ROW's.

Pojoaque

Within one (1) year following the execution of the Agreement, the County shall submit to the Bureau of Indian Affairs Right-of-Way (ROW) applications for CMR 84, CMR84E, CMR 84J, CMR 89, CMR 89A, CMR, 89B, CMR 89C, CMR 89D, CMR 89E, CMR 101B, CMR 101C, CMR 101E, CMR 101G, CMR 103, CMR 105, CMR 109N, CMR 109S, and CMR 109.

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

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

Specifically, the Contractor shall prepare all survey documentation in accordance with the General Scope of work and develop an accurate legal description of the ROW, including its boundaries, access points (the point identified on the County's survey conducted in cooperation with the Pueblo at which lawful ingress and egress to private land can occur. Access points that serve two or more subdivided lots on private lands are called Common Access Points) and a map of definite location of the ROW to include in the County's application, prepared by the Contractor, and submitted to the Bureau of Indian Affairs. Additionally, the Contractor shall place caps at agreed-upon locations every five hundred (500) feet along both sides of the CMR's.

2. ADDITIONAL SERVICES

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

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

3. COMPENSATION, INVOICING AND SET-OFF

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

- 1) County shall pay to the Contractor in full payment for services satisfactorily performed and all costs and expenses shall be in accordance to Exhibit A.
- 2) The total amount payable to the Contractor under this Agreement shall not exceed **Seven Hundred Seven Thousand Seven Hundred Fifteen** dollars and ninety-three cents (**\$707,715.93**), exclusive of New Mexico gross receipts tax.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

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

- 1) The County's representative for certification of acceptance or rejection of contractual items and services shall be:

**Tony Flores, Deputy County Manager, County Manager's Office
102 Grant Ave.
Santa Fe, New Mexico, 87504, (505) 986-6200**

or such other individual as may be designated in the absence of the County representative.

- 2) The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual services or deliverables.
- 3) Within 30 days of the issuance of a written certification accepting the services or deliverables, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

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

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

4. EFFECTIVE DATE AND TERM

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

5. TERMINATION

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

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

work performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

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

7. INDEPENDENT CONTRACTOR

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

8. ASSIGNMENT

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

9. SUBCONTRACTING

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

10. PERSONNEL

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

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall

not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

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

12. CONFIDENTIALITY

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

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

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

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

14. CONFLICT OF INTEREST

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

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

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

16. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous

agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. NOTICE OF PENALTIES

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

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

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

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

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

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

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

20. RECORDS AND INSPECTIONS

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

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

21. INDEMNIFICATION

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

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

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

22. SEVERABILITY

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

23. NOTICES

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

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

To the Contractor: **Attn: Larry Medrano, President**

**Precision Surveys, Inc.
9200 San Mateo Blvd., NE
Albuquerque, New Mexico 87113**

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

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

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

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

25. FACSIMILE SIGNATURES

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

26. NO THIRD-PARTY BENEFICIARIES

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

27. INSURANCE

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

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

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

28. PERMITS, FEES, AND LICENSES

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

29. NEW MEXICO TORT CLAIMS ACT

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

30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

31. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS

The Contractor hereby irrevocably appoints [NAME AND ADDRESS OF AGENT], as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

32. SURVIVAL

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

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

SANTA FE COUNTY

Anna Hansen, Chair
Santa Fe County Board of County Commissioners

Date

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Date

Approved as to form

R. Bruce Fredericks
County Attorney

Date

Finance Department

Stephanie S. Clarke
Finance Director

Date

CONTRACTOR:

(Signature)

Date

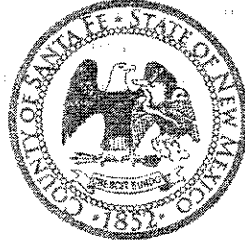
(Print Name)

(Print Title)

Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *August 1, 2018*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Procurement Manager, CPO*

VIA: *Katherine Miller, County Manager
Tony Flores, Deputy County Manager
Stephanie S. Clarke, Finance Director
Michael Kelley, Public Works Department Director*

ITEM AND ISSUE: BCC Meeting August 14, 2018

Approval of Professional Services Contract No. 2018-0351-CMO/BT Between Santa Fe County and Precision Surveys, Inc. in the Amount of \$707,715.93, Exclusive of NM GRT for Surveying Services for Right of Way of County Maintained Roads Within the Pueblos of Nambe, Tesuque, San Ildefonso and Nambe, and Authorizing the County Manager Sign and Execute the Contract and the Purchase Order. (Bill Taylor, Purchasing Division)

ISSUE:

In May 2018, the Purchasing Division issued Request for Proposal (RFP) No. 2018-0351-CMO/BT for surveying services for right of way of County maintained roads within the Pueblos of Nambe, Tesuque, San Ildefonso and Nambe. On May 31, 2018, the County received five proposals from the following Offerors:

**Morris Surveying/Engineering, Santa Fe, NM
Bohannon Huston, Albuquerque, NM
T&D Services, Albuquerque, NM
Precision Surveys, Inc., Albuquerque, NM
Souder, Miller & Associates, Albuquerque, NM**

All proposals were deemed to be responsive and qualified proposals. After the proposals were evaluated, ranked and scored by the Evaluation Committee, Precision Surveys, Inc. was ranked the highest respondent pursuant to the evaluation criteria in the RFP. The County then proceeded with contract negotiations with Precision Surveys and recommend contract award.

The total amount of the contract requires the Board of County Commissioners (BCC) approval. The Purchasing Division and the County Manager's Office are requesting Board of County Commission approval to award the subject contract to Precision Surveys, Inc.

BACKGROUND:

Santa Fe County has historically maintained roads (CMR's) within the Pueblos of Tesuque, Nambe, San Ildefonso and Pojoaque (collectively the Pueblos), as part of the County's overall road network. The road network by Pueblo is as follows:

Pueblo of Tesuque

The County maintains approximately 2.1 miles of road network containing the following CMR's:

- CMR 73
- CMR 74
- CMR 72I

Pueblo of Nambe

The County maintains approximately 10.17 miles of road network containing the following CMR's:

- CMR 84E
- CMR 84F
- CMR 84G
- CMR 106
- CMR 113
- CMR 113S
- CMR 113A
- CMR 113B
- CMR 115
- CMR 117S
- CMR 117N
- CMR 119S
- CMR 119N

Pueblo de San Ildefonso

The County maintains approximately 9.68 miles of road network containing the following CMR's:

- CMR 84
- CMR 84A
- CMR 84B
- CMR 84C
- CMR 84 D
- CMR 101D

Pueblo of Pojoaque

The County maintains approximately 15.77 miles of road network containing the following CMR's:

- CMR 84 CMR 89E
- CMR 84E CMR 101C
- CMR84J CMR 101E
- CMR 89 CMR 101G
- CMR 89A CMR 103
- CMR 89B CMR 105
- CMR 89C CMR 109N
- CMR 89D CMR 109S
- CMR 109A

As a result of negotiations for rights-of-way (ROW'S) for County Maintained Roads (CMR) within the Pueblos, the County and the Pueblos have entered into Settlement Agreements (Agreements) which address the CMR's located within the boundaries of each Pueblo.

Included within the Agreements, the County is to have existing CMR's and new Roads surveyed (with the exception of CMR 73 and CMR 74 located within the Pueblo of Tesuque), and ROW applications prepared and submitted as outlined in the Specific Project Requirements.

ACTION REQUESTED:

Approval of the Professional Services contract No. 2018-0351-CMO/BT between Santa Fe County and Precision Surveys, Inc. in the amount of \$707,715.93, exclusive of NMGRT for surveying services for right of ways of County Maintained Roads with the Pueblos of Nambe, Tesuque, San Ildefonso and Nambe and authorizing the County Manager to sign and execute the Contract and purchase order.

