SANTA FE COUNTY
PROFESSIONAL SERVICES AGREEMENT
WITH DAWSON SURVEYS, INC.
TO PROVIDE SURVEYING SERVICES

THIS AGREEMENT is made and entered into this 29th day of September, 2010 by and between Santa Fe County, hereinafter referred to as "the County", and Dawson Surveys, Inc., a New Mexico corporation with a principal address located at 2502 A Camino Entrada, Santa Fe NM 87507, hereinafter referred to as "the Contractor".

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. 2010-0407-CSD/PL, for the provision of the professional services; and

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

WHEREAS, the County desires to engage the Contractor to render surveying services for Santa Fe County, and the Contractor is willing to render such services; and

WHEREAS, the County requires these services 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

The Contractor shall for each project identified by the County:

A. Provide County with a proposed budget for the project using the rates set forth in paragraph 2. If the County provides contractor written authorization to proceed with the project after a review of the budget, Contractor shall commence work.

B. Determine what type of surveying is necessary from the definitions in NMAC Subsection A of 12.8.2.7 and shall conform to the requirements set forth in NMAC Sections 12.8.2.9 through 12.8.2.9 for that type of surveying and must also comply with accuracy standards in NMAC12.8.2.16. If the surveying is not defined, then the Contractor shall conform to the requirements for unclassified surveying set forth in NMAC 12.8.2.15.

C. Adhere to the County's digital submission requirements which specifies the format of all digital data submitted to the County for development review and recordation. The digital data shall be representative of features on the ground and is not intended to convey legal boundaries of any kind. The County's digital submission was implemented to: a) improve the design and plan review processes within the County by following modern professional standards for geographic data; b) improve the

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

D. Geodetic Control:

a) 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.

b) 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.

c) Contractor 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.

d) It is not the intention of the 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.

E. Data Formats:

a) 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:

1) DGN (Microstation design file)
2) DXF (AutoCAD drawing exchange file)
3) DWG (AutoCAD drawing file)

b) 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. WestSanfrancisco_Phase2.dxf). The CAD file shall contain test in standard fonts that can be read without third party software.

c) No annotation shall be included in any feature layer and no feature shall be included in any annotation layer.

d) No polylines or annotations shall be stored in blocks. Explode all blocks that do exist.

e) 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.

f) 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.

F. Data Layering Requirements

a) 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

b) Annotation submitted digitally must be identical to the annotation submitted on the hard copy filed with the County. All other miscellaneous annotation and information, such as north arrow and scale, shall be put on a separate layer.

c) Any geographic information other than specified above, such as parking lots, curb and gutter, etc., shall but put on a separate layer. The 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 the County.

G. Types of projects include but are not limited to the following:

a) Boundary survey; the determination, description, portraying, measuring, or monumentation of the boundaries of a tract of land. Contractor shall perform the following:

1) Obtain copies of relevant documents necessary to performed the survey and when available a copy of the title search for the tract being surveyed.
2) Review all recorded plats and all plats known to be available to the surveyor that are germane to the tract being surveyed.
3) 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 NMAC 12.8.2.16.
4) Tag found monument which are accepted by the surveyor and pertain to the boundary being surveyed with a metal tag, bearing the surveyor's license number.
5) Set new monuments in conformance with NMAC 12.8.2.17, unless permanent marker all ready exists.
6) 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.
7) 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.
8) 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.

9) Prepare a plat of the survey, unless the survey is only for re-monumentation of corners of the tract, as shown on ha 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.

10) Record the plat prepared in accordance with NMAC 12.8.2.9, Section J with the Santa Fe County Clerk.

b) Topographic Survey includes; a 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;

1) Only existing monuments found at the time of the survey are shown and no boundary monuments are set.

2) 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."

3) 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.

4) Conform to all accuracy standards as set forth in NMAC 12.8.2.16.

c) Right of Way Surveying includes; The boundary surveying of right of way for acquisition or for locating existing right of way. The Contractor shall do the following;

1) 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.

2) 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.

3) 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.

4) 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 NMAC 12.8.2.16.

5) 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.

6) Set new monuments pursuant to NMAC 12.8.2.17 on the right of way limits al all changes in direction and at all points where property lines intersect, using procedures which achieve the minimum accuracy standards in NMAC 12.8.2.16, unless a permanent monument exists.

7) Follow the rules and procedures, expect 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.

8) Whenever a tract of land is to be severed by a 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 parole 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.

9) Prepare a plat of survey which contains all requirements of NMAC 12.8.2.13, Subsection J.

10) Record the plat prepared under NMAC 12.8.2.13, Subsection J, 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.

H. Additional surveying services may include but not be limited to the following:

a) Improvement Location Report to include the following:

1) 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 Contractor as being a property boundary survey.

2) If the report contains a sketch, the sketch shall contain the following words which are printed as large and as prominently as any other works upon the sketch, "this report is not for use by a property owner for any purpose."

b) Archaeological survey to include accurately assessing the relationship of archaeological sites in a landscape or to accurately record finds on an archaeological site.

c) Bathymetric survey to include mapping the topography and features of the bed of an ocean, lake, river or other body of water.

d) Engineering survey to include engineering design (topographic, layout built) often requiring geodetic computations beyond normal civil engineering practice.

e) Foundation survey completed to collect the positional data on a foundation that has been cured. This is done to endure that the foundation was constructed in the location, and at the elevation, authorized in the plot plan, site plan or subdivision plan.

f) Geological survey conducted for the purpose of recording the geological significant features of an area under investigation.

g) Measured survey which is 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 AND INVOICING

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

In no event shall the total compensation paid to Contractor by County under this Agreement exceed $50,000 inclusive of gross receipts tax.

For each project County shall pay Contractor at the following hourly rates for services performed in accordance with the specific budget approved for the project:

a) Office Technician	$60.00/ per hour
b) Licensed Surveyor	$85.00/ per hour
c) 2-Person Field Crew	$120.00/ per hour
d) 1-Person Field Crew	$70.00/ per hour

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 two years later, unless earlier terminated pursuant to Section 4, "TERMINATION," of this Agreement.

4. 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.

5. 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 the 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.

6. 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 nor 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.

7. 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.

8. 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.

9. INDEMNITY

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 shall be retained 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.

10. 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.

11. 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.

12. PERMITS, FEES, AND LICENSES

The 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.

13. 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.

14. 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 prior written approval of the County.

15. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHTS

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.

16. 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.

17. 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.

18. 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.

19. EQUAL OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal 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.

20. 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.

21. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

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

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. The Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the federal and state district courts of New Mexico, located in Santa Fe County.

22. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Section 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.

23. NO THIRD-PARTY BENEFICIARIES

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

24. FACSIMILE SIGNATURES

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

25. 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.

26. NEW MEXICO TORT CLAIMS ACT

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

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 $1,050,000 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.

Malpractice/Errors and Omissions Insurance. Contractor shall procure and maintain during the life of this Agreement professional liability or errors and omissions insurance in amounts not less than $1,000,000 per occurrence, $2,000,000 per aggregate.

28. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. It is a corporation duly organized and in good standing under the laws of the State of New Mexico.

B. 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.

C. This Agreement and the Contractor's obligations hereunder do not conflict with the Contractor's articles of incorporation or by-laws or any corporate resolution adopted by the Contractor.

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.

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. NOTICES

All notices required to be given to the County under this Agreement shall be mailed (pre-postage paid) to:

Santa Fe County
Legal Department
102 Grant Avenue / P.O. Box 276
Santa Fe, NM 87504-0276

All notices required to be given to the Contractor under this Agreement shall be mailed (pre-postage paid) to:

Dawson Surveys, Inc.
Attn: Diego J. Sisneros
2502 A Camino Entrada
Santa Fe, NM 87507

31. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNITY, RECORDS AND INSPECTION, RELEASE, CONFIDENTIALITY, COPYRIGHT, COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW, NO THIRD-PARTY BENEFICIARIES, NEW MEXICO TORT CLAIMS ACT, INSURANCE, AND SURVIVAL.

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

SANTA FE COUNTY

Katherine Miller,
Santa Fe County Manager

APPROVED AS TO FORM

Stephen C. Ross
Santa Fe County Attorney

9-7-10
Date

FINANCE DEPARTMENT APPROVAL

Teresa C. Martinez
Santa Fe County Finance Director

9/24/2010
Date

DAWSON SURVEYS, INC.

(Signature)

9/29/2010
Date

Diego J. Sisneros
(Print name and title)

FEDERAL IDENTIFICATION NUMBER: 870401770