

Property and Right-of-Way Acquisition Agreement
between Santa Fe County and
Tierra Right of Way Services, Ltd.

Agreement made, as of May 14, 2013 between Santa Fe County, a political subdivision of the State of New Mexico (hereinafter the "County"), and Tierra Right of Way Services, Ltd, whose address is 460 St. Michael's Drive, #801, Santa Fe, NM 87501(hereinafter the "Contractor").

RECITALS

WHEREAS, Santa Fe County plans to acquire property known as "Mt. Chalchihuitl" through the County's Open Space and Trails Program;

WHEREAS, the purpose of the acquisition is to protect a unique and historic resource, and remediate a known environmental hazard, and provide recreational and educational opportunities for the public;

WHEREAS, the County needs the services of a land and right-of-way acquisition professional to complete the acquisition of Mt. Chalchihuitl;

WHEREAS, in accordance with NMSA 1978 Sections 13-1-120 through 13-1-124, the County issued Request for Qualifications (RFQ) No. 2013-0244-OS/PL for land and right-of-way acquisition services;

WHEREAS, Tierra Right of Way Services, Ltd. is a land and right-of-way acquisition professional and is duly qualified to assist the County with its acquisition of Mt. Chalchihuitl;

NOW THEREFORE, in consideration of the premises and mutual obligations herein the parties hereto do mutually agree as follows:

Section One

Contractor's Scope of Services

1. Upon written notice to proceed issued by the County, the Contractor shall provide land and right-of-way acquisition services to facilitate the County's purchase of Mt. Chalchihuitl and an access easement through adjacent properties as follows:

- a) Review existing documents and records in the County's project files.
- b) Recommend actions necessary to address any title issues including without limitation the following:

- i. There is one lot in the adjacent Silver Hills Subdivision and four lots in the adjacent Ranch Alegre Subdivision that appears to encroach on the eastern boundary of the Mt. Chalchihuitl property.
 - ii. There is an overlap of approximately 1.09 acres with the Galena Chief Lode that is privately owned.
 - iii. There are two mining claims that overlap portions of the Mt. Chalchihuitl property that may not be patented.
 - iv. A ten acre parcel was sold to the Tennessee and Los Cerrillos Mining Company. The legal description is not sufficient to plat the parcel.
- c) The County will provide current boundary surveys and legal descriptions for both the Mt. Chalchihuitl property and the access easement. The Contractor shall coordinate with the County's surveyor as necessary.
 - d) The County has completed a Phase I and II Environmental Site Assessment (ESA) on the Mt. Chalchihuitl property as well as the adjacent properties where an access easement is needed. The Contractor shall review the reports and cost estimate for remediation.
 - e) The Contractor shall contact the owner(s) of the Mt. Chalchihuitl property to initiate discussions and negotiations regarding the County's acquisition of the fee interest in the Mt. Chalchihuitl property and a right-of-way easement through the neighboring property. The Contractor shall provide a right of entry form or other documents evidencing the property owner's permission for Contractor to enter the property.

2. Appraisals.

- a) The County has a current appraisal report for the Mt. Chalchihuitl property and has an appraiser to complete an appraisal of the access easement. The Contractor shall review the reports provided by the County and update the appraisals, if necessary, to ensure compliance with federal guidelines and shall provide review appraisals. The Contractor shall prepare documents for the establishment of just compensation.
- b) With notice to and permission from the property owners, Contractor shall complete appraisals or other appropriate valuations to determine the cost or compensation to be paid to acquire a fee interest in a parcel or right-of-way in a parcel.
- c) Contractor's appraisers shall be licensed by the State of New Mexico, conform to the National Uniform Standards of Professional Appraisal

Practice, and be a certified MAI appraiser in conformity with Santa Fe County Resolution No. 2011-61.

- d) Contractor shall be familiar with the acquisition services governed by the Acquisition Volume of the NMDOT Right of Way Acquisition Handbook (http://dot.state.nm.us/Infrastructure/ROW_Handbook.pdf); the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended (Title 49 C.F.R. Part 24); and the reporting requirements of the Appraisal Institute and the Uniform Standards of Professional Practice of the Appraisal Foundation.
 - e) As appropriate for projects receiving federal funding, Contractor shall provide to property owners information about Title VI of the Civil Rights Act of 1964 (42 USC 200d).
 - f) Inform property owners that they may accompany the Contractor's appraiser on the appraiser's inspection of the parcel or property.
 - g) Appraisals shall conform to the minimum recognized standards for public acquisition including zoning, all property rights to be acquired, highest and best use analysis, comparables, improvements acquired, damages, cost to cure, summary and tabulation of market data, analysis of market data and conclusions of value, severance damages and benefits where applicable.
 - h) Contractor shall submit all appraisals for appraisal review by a certified review appraiser. The review appraiser shall review appraisals for consistency of values, supporting documentation related to the conclusions in the appraisal, compliance with County Resolution or Ordinance and compliance with the Uniform Standards of Professional Appraisal Practices.
 - i) Review appraisals will include confirmation of highest and best use, damages and cost to cure damages; confirmation of value; confirmation of calculations and report integrity; and a signed statement certifying the appraised value including an explanation of the basis for any recommendations.
 - j) Contractor shall submit all completed appraisal, appraisal reviews and appraisal reports to the County for review and comment.
3. Acquisition of Right-of-Way or Fee Interest in a Parcel
- a) Complete a preliminary title report to determine the condition of the title and identify any issues or problems. The preliminary title report shall recommend to the County methods to cure title deficiencies.

- b) Analyze the appraisal report and confirm the appraised value. Recommend to the County the price or value that should be offered by the County for the fee interest in a parcel or a right-of-way.
- c) With prior approval by the County, proceed with applications for lot splits or lot line adjustments.
- d) Submit offer package to the County for its review and approval, including but not limited to, the offer letter (offer to purchase) or right-of-way agreement with all pertinent information such as the appraisal and/or purchase agreement. Upon authorization of the County, send the offer or agreement with attachments by certified mail return receipt to the property owner. Follow up with the owner to confirm receipt of the offer and respond to owner inquiries verbally and in writing within two business days. The Contractor shall assist the County's Project Manager with preparation of the packet material for the Board of County Commissioners.
- e) If the owner accepts an offer and executes the purchase agreement, or executes the right-of-way agreement submit the executed document to the County for review and approval.
- f) Upon the County's approval of the purchase agreement or right-of-way agreement, the County will record the document with the Office of the Santa Fe County Clerk.

4. Closing Services for Purchases

- a) Secure preliminary title commitment and preliminary title search from the title company that will provide title insurance.
- b) Secure title commitment updates as necessary.
- c) Secure title insurance for all parcels purchased by the County, insuring acceptable title to Santa Fe County and removal of all exceptions.
- d) Recommend to the County actions that may be required in order to provide clear title to the County. Contractor may proceed with such recommended actions upon authorization from the County.
- e) Prepare all documents necessary for closing and attend closings.
- f) Upon the conclusion of a closing, record all original documents with the Office of the Santa Fe County Clerk.

5. Administration and File Management. Contractor shall:

- a) Provide monthly summaries of project expenses and services performed under this Agreement, including budget forecasting and planned services.
 - b) Maintain updated status reports of all parcel and project activities and provide bi-weekly status reports to the County's Project Manager.
 - c) Provide a schedule of all areas of work indicating anticipated start and end dates.
 - d) Participate in project review meetings at dates and times determined by the County Project Manager.
 - e) Primary project and property files will be maintained in the County Open Space and Trails Office of Santa Fe County. Working files will be maintained in the Contractor's project administration office but all original documents prepared or received by the Contractor will be forwarded to the Open Space and Trails Office as they are prepared or received.
 - f) Maintain all copies of all correspondence, information and records pertaining to contact and communication with property owners, including all right of entry forms.
6. Eminent Domain proceedings and Litigation support. Contractor shall notify the County if acquisition of a right-of-way or fee interest in a parcel from a property owner is not completed due to the property owner's unwillingness to negotiate and complete such acquisition.
- a) The County will determine a schedule to initiate eminent domain proceedings in conformity with the Eminent Domain Code, Section 42A-1-1 NMSA 1978 et seq.
 - b) Contractor and Contractor's appraisers shall provide litigation support services including coordination and assistance with any eminent domain proceeding initiated by the County in cases where a right-of-way or purchase of a parcel has not occurred. Contractor's and Contractor's appraisers' litigation support services shall include providing testimony and other litigation support services as part of an eminent domain proceeding.

Section Two County's Duties

A. The County's Project Manager for the Mt. Chalchihuitl project shall work with the Contractor and serve as the Contractor's primary contact with the County. The County's duties include:

1. Review and approval of any document or agreement prepared by the Contractor that requires execution by the County and property owners, including all purchase contracts, right-of-way agreements, other instruments of conveyance and determine when eminent domain proceeding will be initiated.
2. All required approvals by the County shall be in conformity with Santa Fe County Resolution No. 2009-102 which provides for approval by the Board of County Commissioners or the Santa Fe County Manager.

Section Three Compensation

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

1. The County shall pay to the Contractor in full payment for services satisfactorily performed an amount not to exceed Forty-Nine Thousand Five Hundred Ninety-Seven Dollars (\$49,597.00), exclusive of gross receipts tax. Compensation shall be paid for the services performed as provided in Exhibit A, attached hereto and incorporated herein by reference.
2. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
3. The compensation stated herein is a maximum and not a guarantee that the services to be performed by the Contractor shall equal the amount stated herein. The County will notify the Contractor when the County has paid the Contractor the full not-to-exceed amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without his Agreement being amended in writing in accordance with Section Seventeen herein.
4. 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 items and/or services. Within thirty (30) days of the issuance of a written certification accepting items and services, the County shall tender payment for the accepted items and 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.

5. 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.
6. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

Section Four Effective Date and Term

This Agreement shall, upon execution by all parties, become effective as of the date of signature by the County and shall terminate one (1) year from the Effective Date, unless terminated earlier pursuant to Section Five (Termination) or Section Eleven (Appropriations and Authorizations). Subject to the approval of the Santa Fe County Manager, the County has the unilateral option to extend the term of this Agreement at the same hourly rate(s) and terms and conditions for a period of one (1) year. The County may exercise this option by providing written notice to the Contractor at least sixty (60) days prior to expiration of this Agreement. Under no circumstances shall the term of this Agreement be more than two (2) years.

Section Five 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.

Section Six
Independent Contractor

The Contractor, its agents, employees and any approved subcontractor(s) 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.

Section Seven
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.

Section Eight
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.

Section Nine
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 warranties made herein.
- B. The Contractor agrees that the County shall have the right to 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 to the amount of Contractor's insurance coverage required by this Agreement.

Section Ten

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.

Section Eleven

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.

Section Twelve
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.

Section Thirteen
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.

Section Fourteen
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.

Section Fifteen
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.

Section Sixteen
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.

Section Seventeen

No Oral Modifications; Written Amendment 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 One of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement. No change in the Scope of Work, Contract Time or Contract Compensation shall be valid and effective unless approved by the Santa Fe Board of County Commissioners or the Santa Fe County Manager.

Section Eighteen

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.

Section Nineteen

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.

Section Twenty

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.

Section Twenty One

Compliance with Applicable Law; Choice of Law

- A. In performing its obligation hereunder, the Contractor shall comply with all applicable laws, County ordinances and other policies or regulations as required by this Agreement.
- 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 State District Court of New Mexico, located in Santa Fe County.

Section Twenty Two

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.

Section Twenty Three

No Third Party Beneficiaries

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

Section Twenty Four

Facsimile Signatures

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

Section Twenty Five

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 Three 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.

Section Twenty Six
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.

Section Twenty Seven
Insurance and Bonding

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.
- C. Workers’ Compensation Insurance. The Contractor shall comply with the provisions of the Workers’ Compensation Act.
- D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.
- E. Professional Liability, Malpractice/Errors and Omissions Insurance. Contractor shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance in amounts not less than \$1,000,000.00 per occurrence, \$2,000,000.00 per aggregate.

Section Twenty Eight
Contractor’s Representations and Warranties

The Contractor hereby represents and warrants:

- 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 the Contractor's obligations hereunder do not conflict with the Contractor's articles of incorporation, by-laws or any corporate agreement or statement filed with the Public Regulation Commission.
- C. Contractor is registered and licensed to operate a business in New Mexico and all appraisal work will be performed by an appraiser properly licensed by the New Mexico Real Estate Appraiser's Board to do the work anticipated by this Agreement, and shall maintain such registration and licensure in good standing throughout the duration of this Agreement.

Section Twenty Nine
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.

Section Thirty
Notices

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

Katherine Miller, Manager
Attn: Open Space and Trails Project Director
Santa Fe County
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:

Dwight Ferrick or Mack Dickerson
c/o Tierra Right of Way Services, Ltd.
1575 E. River Road, Suite 201
Tucson, Arizona 85718

Agent for Service: Contractor hereby irrevocable appoints Susie Rogers, 460 St. Michael's Drive #801, Santa Fe, NM 87501, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor


acknowledges and agrees that service upon its designated agent shall have the same effect as through the Contractor were actually and personally served within the State of New Mexico.

Section Thirty One
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, WARRANTIES, AND SURVIVAL.

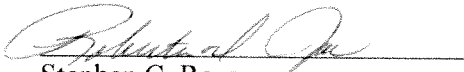
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager


Date: 5.14.13

APPROVED AS TO FORM


Stephen C. Ross
Santa Fe County Attorney

April 25, 2013
Date

FINANCE DEPARTMENT


Teresa C. Martinez
Santa Fe County Finance Director

5/12/13
Date

Contractor


(name and title)
Mack Dickerson - Vice President

5/2/13
Date:

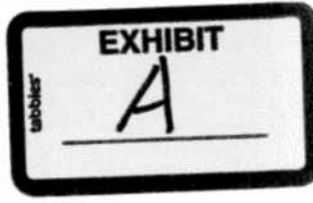
Tax ID No. 86-0641058

Mt. Chachihuitl Acquisition Project
Project pricing by estimated hours and labor classification



		Labor Classifications				
		DIR	PM	SrAgt	RW Tech	
1	Task 1: Project Research and recommendations					
2	a. Review existing County documents in project files.	0	12	12	3	
3	b. Recommend actions to address title issues. (Report)	0	8	8	5	
4	i. Silver Hills lot (1) and Rancho Alegre (5) lots that encroach on eastern boundary.	0	0	0	0	
5	ii. Overlap of 1.09 acres on Galena Chief Lode property.	0	0	0	0	
6	iii. Mining claims (2) overlapping property that were never patented.	0	0	0	0	
7	iv. Clean up plat for Tennessee and Los Cerrillos Mining Company.	0	0	0	0	
8		0	20	20	8	
9	Total Hours:	0	20	20	8	
10	Hourly Rates per classification:	\$ 125.00	\$ 95.00	\$ 85.00	\$ 65.00	
11	Total Cost by Classification per Acquisition:	\$ -	\$ 1,900.00	\$ 1,700.00	\$ 520.00	
12	Total Cost for Task 1:	\$ 4,120.00				

		DIR	PM	SrAgt	RW Tech	
13	Task 2: Appraisals					
14	a. Review appraisal reports completed by Santa Fe County.	0	2	1	0	
15	b. Update appraisal reports if needed.	0	0.5	0	0	
16	c. Subcontractor review appraisals prepared.	0	0.5	0	0	
17	d. Prepare Establishment of Just Compensation.	0	0.5	0	0	
18	e. Inform property owners of right to attend appraisal inspection.	0	0	0.5	0	
19	f. Submit appraisal reports to County for review.	0	0.5	0	0	
20						
21	Task 3: Acquisition (430.107 acres as depicted by plat prepared by Morris Engineering and Surveying plus access easement)					
22	a. Complete preliminary title report	0	0.5	0	0	
23	b. Analyze appraisal reports and confirm values. Make recommendations to County for prices to be offered.	0	1	0.5	0	
24	c. Prepare lot splits	0	0	0	0	
25	d. Prepare offer package documents and submit to County for review and approval.	0	0.5	0	2	
26	e. Negotiate acquisition from property owner.	0	3	25	0	
27	f. Submit completed acquisitions to County for approval.	0	0.5	1	1	
28						
29	Task 4: Encroachment Acquisitions (5 Rancho Alegre, 1 Silver Hills and overlap of Galena Chief Lode)					
30	a. Secure preliminary title commitment and search.	0	3	0	0	
31	b. Prepare offer package documents and submit to County for review and approval.	0	1	1	12	
32	c. Negotiate acquisition from property owner.	0	6	60	0	
33	d. Submit completed acquisitions to County for approval.	0	1	3	6	
34						



Mt. Chachihuitl Acquisition Project
Project pricing by estimated hours and labor classification

35	Task 5:					
		Closing Services				
36	a.	Secure preliminary title commitment and search.	0	0	0	0
37	b.	Secure title commitment updates as needed.	0	0	0	0
38	c.	Secure title insurance for each acquisition.	0	0.5	0	0
39	d.	Recommend actions to County to clear title.	0	0	0	0
40	e.	Prepare necessary documents to close escrow.	0	0	0	0
41	f.	Record closing documents at Recorder's Office.	0	5	0	0
42			0	2	0	0
43	Task 6:					
		Administration and File Management				
44	a.	Provide monthly summaries of project expenses and services performed.	0	4	0	0
45	i.	Including budget forecasting	0	4	0	0
46	b.	Provide and maintain status reports	0	8	0	0
47	c.	Provide and maintain schedule	0	3	0	0
48	d.	Participate in project meetings.	0	16	0	0
49	e.	Maintain copies of all correspondence, information and records	0	0	0	1
50	f.	Project Set-up	1	0	1	1
51	g.	Project Close-out	1	0	1	3
52	h.	Additional project communications	0	10	5	1
53						

Mt. Chachihuiti Acquisition Project
Project pricing by estimated hours and labor classification

54	Task 7: Litigation Support								
55	a.	Provide litigation support							
56			0	0	0	0	0	0	0
57			2	73	98	27			
58			0	11	64	18			
59			2	62	34	9			
60									
61									
62									
63									
64									
65									
66									
67									
68									

Total Hours all tasks above:									
Less Total Hours Task 4:			0	11	64	18			
Total Hours all tasks except Task 4:			2	62	34	9			
Hourly Rates per classification:			\$ 125.00	\$ 95.00	\$ 85.00	\$ 65.00			
Total Cost by Classification per Acquisition:			\$ 250.00	\$ 5,890.00	\$ 2,890.00	\$ 585.00			
Total cost per acquisition (Tasks 2-5 above):			\$ 9,615.00						
Number of Acquisitions:			2						
Total Cost (Tasks 2,3,5,6,7 above):			\$ 19,230.00						
Task 4 Hours:			0	11	64	18			
Hourly Rates per classification:			\$ 125.00	\$ 95.00	\$ 85.00	\$ 65.00			
Total Cost by Classification for Task 4:			-	\$ 1,045.00	\$ 5,440.00	\$ 1,170.00			
Total cost per acquisition (Task 4 above):			\$ 7,655.00						

69	Sub-Contractor(s):								
70			\$ 2,200.00						
71			\$ 2,400.00						
72			\$ 11,000.00						
73									
74									
75									
76									
77									
78									
79									
80									
81									
82									
83									
84									
85									

70			\$ 2,200.00						
71			\$ 2,400.00						
72			\$ 11,000.00						
73									
74									
75									
76									
77									
78									
79									
80									
81									
82									
83									
84									
85									

			\$ 621.50						
			\$ 62.50						
			\$ 138.00						
			\$ 10.00						
			\$ 960.00						
			\$ 1,200.00						
			\$ 2,992.00						
			\$ 49,597.00						

TOTAL PROJECT ESTIMATE: \$ 49,597.00



The following assumptions are provided to explain pricing and establish limits for each task as indicated below. They shall be incorporated into the contemplated contract between Tierra Right of Way Services, Ltd. and Santa Fe County.

Task 1: Project Research and recommendations

- a. Assumes that it will take no more than the budgeted hours per classification to review the documentation. Some of this work has been completed in order to prepare this estimate and will be invoiced if awarded to Tierra.
- b. Assumes that it will take no more than the budgeted hours per classification to review the documentation. Also assumes that no survey work will be needed to complete the cleanup of the plats in Task b, iv.

Task 2: Appraisals

- a. No assumptions.
- b. Assumes that the existing appraisal will need a new review.
- c. Assumes that a new appraisal and review appraisal will be required for the access easement to the Mt. Chalchihuitl property.
- d. No assumptions.
- e. Assumes that new appraisals will be required for access easement.
- f. No assumptions.

Note: It is assumed that no additional appraisal or review appraisal reports will be needed to complete the Encroachment Acquisitions listed under Task 4. Pricing for such appraisal work is not included in this cost estimate.

Task 3: Acquisition

- a. Only Tierra time reflected here, not subcontractor. See sub-contractor section for pricing.
- b. Assumes that new appraisal and appraisal review reports will be reviewed.
- c. There are no partial acquisitions within this project which would require lot split tasks to be performed. No hours are budgeted as a result of this.
- d. Assumes that the same forms being used for the Santa Fe River Greenway Project will be used for this project with only slight modifications to accompany parcel and owner information.
- e. Assumes that no more than the hours stated for this task will be needed. Also assumes that any unused hours for the successful acquisition from an owner will be available to complete any subsequent acquisitions.
- f. No assumptions.

Task 4: Encroachment Acquisitions

- a. Assumes that no more than 7 title reports will need to be ordered.
- b. Assumes that the same forms being used for the Santa Fe River Greenway Project will be used for this project with only slight modifications to accompany parcel and owner information.
- c. Assumes that no more than the hours stated for this task will be needed. Also assumes that any unused hours for the successful acquisition from an owner will be available to complete any subsequent acquisitions.
- d. No assumptions.

Note: The encroachment acquisitions contemplated and included with this pricing estimate include the overlapping property boundaries from: The Galena Chief Lode, Rancho Alegre Lots 21-24, Rancho Alegre Common Area, Silver Hills Ranch Lot 34.

Task 5: Closing Services

- a. See sub-contractor section, line 73 for pricing.
- b. No pricing provided because the acquisition amount is not known. When an agreement is reached, Tierra will provide pricing for this task.
- c. No pricing provided because the acquisition amount is not known. When an agreement is reached, Tierra will provide pricing for this task.
- d. No pricing provided because the acquisition amount is not known. When an agreement is reached, Tierra will provide pricing for this task.
- e. Assumes only one recorded interest in the property will need to be released on the parcel where the access easement is.
- f. No pricing provided because the acquisition amount is not known. When an agreement is reached, Tierra will provide pricing for this task.

Note: It is assumed that the overlapping parcels acquired in Task 4 will not be closed thru a separate escrow.

Task 6: Administration and File Management

- a. Assumes project will not last longer than 4 months.
- b. Assumes that reports will be provided bi-weekly for 4 months.
- c. Assumes that reports will be provided once per month for 4 months.
- d. Assumes that project meetings will be held bi-weekly for 4 months.
- e. No assumptions.
- f. No assumptions.
- g. No assumptions.
- h. Assumes budgeted hours for additional communications between Santa Fe County and Tierra staff regarding processes, strategy, etc.

Task 7: Litigation Support

- a. Assumes that both acquisitions will be acquired successfully. In the event this does not occur, Tierra will invoice Santa Fe County based on the hourly rates stated herein in quarter hour increments for any litigation support ordered by the County.

Lines 56-67: *It is important to note that Task 4 has it's own separate budget which is subtracted from the total labor hours (line 57) and reinserted at lines 64-67 as the task 4 labor hours estimated are for all 7 encroachment acquisitions and not on a per parcel basis as the other tasks are.*

Sub-Contractors

- Appraisal: Assumes that 1 new appraisal will be needed to complete project. If new appraisals are not needed, this cost will not be invoiced to the County. The contemplated appraisal is for the access easement across a single parcel.
- Rev. App. Assumes that 2 new review appraisals will be needed to complete project. If new appraisal reviews are not needed, this cost will not be invoiced to the County. The Review Appraisals contemplated are for the 430+ acre Mt. Chalchihuitl property and the access easement across a single parcel.
- Title Cost quoted is for preliminary title commitments only. Other title service fees cannot be calculated at this time due to unknown value of acquisition. When acquisition is agreed to, a change order for the additional title fees will be submitted to the County.

Expenses All expenses are estimated based on experience and averages. Expensed budgeted but not expended will not be billed to the County.

Total Project Estimate: The pricing shown here anticipates time and material not to exceed the TOTAL PROJECT ESTIMATE amount shown on the Pricing page. In the event that the assumptions as stated herein are found to be untrue, a change order may be submitted to cover any additional time and expenses anticipated.

Other: This cost proposal does not include any time, labor or expenses related to survey needs and requirements which will be needed to correct the overlapping boundaries of the properties listed in Task 4. No time, labor or expense related to Phase I or Phase II environmental cleanup is included as those services are already contracted by and thru the County.