

Justin S. Greene
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Camilla Bustamante
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Hank Hughes
Commissioner, District 5

Gregory S. Shaffer
County Manager

MEMORANDUM FOR SOLE SOURCE DETERMINATION AND POSTING

DATE: October 11, 2024

TO: File

FROM: Bill Taylor, Procurement Manager *BT*

RE: Sole Source Determination per Section 13-1-126 NMSA 1978 with BARR Engineering for Environmental and Resource Assessments for County-Maintained Roads on Pueblo Lands, for a Total Amount of \$200,084.00, Exclusive of NM GRT.

BACKGROUND:

In 2022 the County entered into Agreement 2022-0088-PW/BT with Ecosphere Environmental Services, Inc. as a result of a competitive sealed proposal or RFP for environmental and resource assessment services in accordance to the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), the Endangered Species Act, and the Clean Water Act (CWA) in compliance with the Road Settlement Agreements entered into between the County and the Pueblos of San Ildefonso, Tesuque, Nambe, and Pojoaque.

In 2024, Ecosphere Environmental Services, Inc. was acquired by BARR Engineering. BARR Engineering expressed exceptions to some of the terms and conditions of the original County Agreement.

The County wishes to continue to receive the benefits of the Contractor and are requesting a sole source determination and procurement to enter into a new Agreement with BARR Engineering for environmental and resource services and reporting.

DETERMINATION:

Due to the work that has already been performed regarding cultural and resource investigations and reporting, from the engineering firm and the proprietary rights of information produced by the engineering firm, and the fact that this uniqueness is substantially related to the intended purpose and scope of services of the contract, it is the determination of the County Central Purchasing Office and Chief Procurement Officer for the County that it is in the best interest of the County that a contract with BARR Engineering be awarded without competitive sealed bids pursuant to NMSA 1978, 13-1-126 Sole Source Procurement.

Contract Information:

Vendor: BARR Engineering
320 Osuna Road NE. Suite C-1
Albuquerque, New Mexico 87107

SCOPE OF SERVICES:

TASK 1: ENVIRONMENTAL RESOURCE INVESTIGATIONS

- a) Jurisdictional Agencies: Identify land management agencies/entities (not including Santa Fe County) within the project area, including those with management responsibilities for new rights-of-way. The appropriate land management agency shall be contacted to address the potential impacts for the proposed action.
- b) Cultural Resource Investigations: Conduct Cultural resource surveys of archeological sites, historic buildings, acequias, and cultural landscapes in accordance with National Historic Preservation Act;
- c) Traditional Cultural Properties Consultation: Per New Mexico Executive Order 2005-003, documented tribal consultation is required and shall be conducted in collaboration with Santa Fe County representatives.
- d) Natural Resource Investigations: Conduct natural resource surveys including bird, bat, mammal, and other plant and animal species inventories in accordance with the Natural Species Act.
NOTE: This work shall be conducted by qualified biologists and shall be coordinated with individual Pueblo representatives regarding Pueblo access permitting requirements.
- e) Water Resources: Identify any impacts to water resources, including wetlands, resulting from a proposed action and any related permit requirements. Consult FEMA's Flood Insurance Rate Map for the 100-year floodplain boundary. Make note of any Clean Water Act (CWA) permits required for the project, including sections (§) 401, 404.
- f) Right-of-Way: Illustrate pertinent property details including land ownership, residential or commercial, business names, etc. A map of the required right(s)-of-way will be provided by the County. Rights-of-way illustrations should include construction maintenance easements, temporary construction permits, work permits, easements, federal land transfers, or acquisitions of property.

- g) Land Use: Assess whether current land uses are consistent with County land use plans and zoning. Changes in access to private properties should be identified in this section.
- h) Hazardous Materials Analysis: Consult the Environmental Protection Agency (EPA) Enviro Mapper for Enviro facts to identify known hazardous material sites in proximity to the project area.
- i) Socioeconomics: Identify any required relocations of residents or businesses that may occur as a result of the proposed action. Also identify if the project would permanently change access to a business, driveway, etc. Change to neighborhood continuity or community cohesion could result if the proposed action reduces pedestrian movements across an existing route, or restricts access to local community sites, and/or private driveways.

TASK 2: NEPA DOCUMENTATION

The Consultant shall complete NEPA documentation (EA level reporting), as directed by the County. NEPA documentation shall comply with all standards developed by BIA and all other federal and state agency standards that are applicable for this project. The level of detail and depth of impact analysis should be limited to the minimum need to determine whether there would be significant environmental effects.

NOTE: SFC independently reviewed the Environmental Impact Statement (EIS) prepared for the Pojoaque Basin Regional Water System with the Record of Decision dated September 11, 2019 and considers subparts of the EIS relevant to environmental assessment solicited herein. As such, it's the County's desire to reference portions of the resource documentation and EIS into this document.

Contents of the Environmental Assessment:

At a minimum, the environmental assessment must include:

1. Cover Sheet
2. Table of Contents
3. The proposal;
4. The need for the proposal;
5. The environmental impacts of the proposed action;
6. The environmental impacts of the alternatives considered; and
7. A list of agencies and persons consulted.

TASK 3: PUBLIC INVOLVEMENT

In order to convey information to the public, solicit input from them, and provide them with an opportunity to review and comment on this project, a wide array of notification methods will be required from the Consultant as follows:

- a) Coordination Letters;
- b) Public Official and/or Stakeholder Group Briefings;
- c) Project Web Site;
- d) Newsletters and Other Direct Mailers; and
- e) Public Meeting (Virtual).

TASK 4: QUALITY CONTROL:

The Consultant shall ensure that all resource investigations are conducted by qualified individuals that meet permitting or qualification standards developed by all applicable federal and state agencies. The consultant shall ensure that all documentation submitted meets the aforementioned standards and has been quality checked prior to submittal to County.

DELIVERABLES:

Deliverables may include, but not limited to:

- a) Biological Reports, including all documentation
- b) Cultural Resource Reports, including all documentation
- c) Public Meeting Power Point Presentation, handouts, and meeting minutes
- d) All GIS data collected or generated for the associated work assignment
- e) Environmental Assessment

- Total Amount **\$ 200,084.00 Exclusive of NM GRT**

Attached: Cost Proposal



SANTA FE COUNTY SOLE SOURCE REQUEST AND DETERMINATION FORM

A sole source *determination* is not effective until the *sole source request for determination* has been posted for thirty (30) calendar days without challenge, and subsequently approved in writing by the County Purchasing Agent. The foregoing requirement is regardless of whether the *sole source request for determination* has been signed by the Agency and/or the Contractor.

I. Department/Division: **Public Works**

Director: **Brian Snyder**

Telephone Number: **(505) 992-3023**

II. Name of prospective Contractor:

Address of prospective Contractor: **320 Osuna Road NE. Suite C-1,
Albuquerque, NM 87107**

Amount of prospective purchase: **184,438.68 (currently encumbered in PO 223067)**

Term of prospective contract: March 22, 2025

III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the prospective contract:

Barr Engineering Inc. (Barr) will continue the services outlined within Agreement No. 2022-0088 PW/BT which included the following tasks: Task 1: Environmental Resource Investigations, Task 2: National Environmental Protection Act (NEPA), 42 U.S.C. § 4321 et seq., documentation, Task 3: Public involvement, Task 4: Quality control.

IV. Provide an explanation of the criteria developed and specified by the agency as necessary to perform and/or fulfill the contract and upon which the state agency reviewed available sources. (Do not use “technical jargon;” use plain English. Do not tailor the criteria simply

to exclude other contractors if it is not rationally related to the purpose of the contract.)

Prior to Barr absorbing Ecosphere Environmental Services Inc. (Ecosphere), Santa Fe County had entered into Agreement 2022-0088 PW/BT with Ecosphere.

Although efforts were made to obtain the new vendor form promptly, the vendor did not provide the requested documentation before the expiration of the contract.

Losing this partnership will result in delays and monetary setbacks for the environmental assessments.

- V. Provide a detailed, sufficient explanation of the reasons, qualifications, proprietary rights or unique capabilities of the prospective contractor that makes the prospective contractor ***the one source*** capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the “best” source or the “least costly” source. Those factors do not justify a “sole source.”)

Santa Fe County Public Works Department has already utilized valuable resources to solicit an RFP and enter into an agreement for the requested services. The contractor was selected based on qualifications, their understanding of the services needed, and cost. Public Works staff in conjunction with Barr staff, have already established logistics for the assessments, and have initiated work under Agreement 2022-0088. It would be in the best interest of Santa Fe County to utilize a Sole Source agreement with Barr to complete the work outlined in the Agreement 2022-0088 PW/BT.

- VI. Provide a detailed, sufficient explanation of how the professional service, service, construction or item(s) of tangible personal property is/are ***unique and how this uniqueness is substantially related to the intended purpose of the contract.***

What makes this situation unique, is that the County had already selected the contractor based on a formal solicitation. The RFP resulted in a formal agreement that was signed, and work had started. Ecosphere was acquired by Barr, which has full knowledge and resources available to complete the services required within a timely manner.

- VII. Explain why other similar professional services, services, construction or item(s) of tangible personal property ***cannot*** meet the intended purpose of the contract.

This sole source will allow the Barr to continue working on the environmental assessments between the County and the Pueblos of San Ildefonso, Tesuque, Nambe, Pojoaque and ensure that there are no disruptions in the ongoing projects.

- VIII. Provide a narrative description of the agency’s due diligence in determining the basis for the procurement, including procedures used by the agency to conduct a review of available sources such as researching trade publications, industry newsletters and the internet; reviewing telephone books and other advertisements; contacting similar service providers; and reviewing the State Purchasing vendor list. Include a list of businesses contacted (***do not state that no other businesses were contacted***), date of contact, method of contact (telephone, mail, e-mail, other), and documentation demonstrating an explanation of why those businesses could not or would not, under any circumstances, perform the contract; or an explanation of

why the agency has determined that no businesses other than the prospective contractor can perform the contract.

Public Works made efforts to get Barr entered into the Santa Fe County systems as a new vendor, which would allow the department to move forward with an amendment to adjust the necessary components of the agreement. Anthony Serna-Sanchez (Public Works) was included in the correspondence with Bill Taylor (Procurement) and Mike Fitzgerald (Barr), when discussing the options to amend the agreement now that Barr is active within the Santa Fe County Systems. As a path forward, Bill recommended that Public Works submit a Sole Source Request for Barr to complete the services outlined in Agreement 2022-0088 PW/BT.

Certified by:

Requesting Agency Staff

Date

Requesting Agency Approval by:

Department Director/Manager

Date

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND
ECOSPHERE ENVIRONMENTAL SERVICES, INC.**

THIS AGREEMENT is made and entered into this 21ND day of MARCH 2022, by and between **SANTA FE COUNTY**, hereinafter referred to as the "County" and **ECOSPHERE ENVIRONMENTAL SERVICES, INC.**, 320 Osuna Road NE, Suite C-1, Albuquerque, New Mexico 87107, hereinafter referred to as the "Contractor".

WHEREAS, pursuant to NMSA 1978, 13-1-112 (Competitive sealed proposals) the County issued Request for Proposals No. 2022-0088-PW/BT for professional services (the "RFP"); and

WHEREAS, the County requires environmental and resource assessment services be provided by a qualified environmental professional in accordance with the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), the Endangered Species Act, and the Clean Water Act (CWA), and in compliance with the Road Settlement Agreements entered into between the County and the Pueblos of San Ildefonso, Tesuque, Nambe, and Pojoaque; and

WHEREAS, the Contractor was found to be the most qualified Offeror in response to the RFP; and -

WHEREAS, the Road Settlement Agreements require the County to conduct environmental and resource assessments and prepare reports that are required to support the right of way (ROW) applications for the County-maintained roads on Pueblo lands; and

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

NOW, THEREFORE, the parties agree:

I. CONTRACTOR'S SCOPE OF SERVICES

I. TASK 1: Environmental Resource Investigations

- a) Jurisdictional Agencies: Identify land management agencies and entities within the project area, including those with management responsibilities for ROWs. The appropriate land management agency shall be contacted to address the potential impacts for any proposed action.
- b) Cultural Resource Investigations: Conduct cultural resource surveys of archeological sites, historic buildings, acequias, and cultural landscapes in accordance with the National Historic Preservation Act, Pub. L. 89-665 as amended by Pub. L. 96-515. These services shall be conducted by permitted archaeologist and historian and coordinated with the applicable Tribal Historic Preservation Office (THPO).
- c) Traditional Cultural Properties Consultation: Per New Mexico Executive Order ("EO") 2005-003 (*Adoption of Statewide Tribal Consultation Policy on the*

- Protection of Sacred Places and Repatriation*), documented tribal consultation is required and shall be conducted in collaboration with County representatives.
- d) Natural Resource Investigations: Conduct natural resource surveys including bird, bat, mammal, and other plant and animal species inventories in accordance with the Endangered Species Act, 16 U.S.C. §1531 et seq. (1973). These services shall be conducted by qualified biologists and shall be coordinated with the Pueblo representatives regarding Pueblo access and permitting requirements.
 - e) Water Resources: Identify any impacts to water resources, including wetlands, resulting from a proposed action and any related permit requirements. Consult FEMA's Flood Insurance Rate Map for the 100-year floodplain boundary. Make note of any Clean Water Act, 33 U.S.C. §1251 et seq. (1972) permits required for the project, including sections § 401 and 404.
 - f) ROW: Illustrate pertinent property details including land ownership, residential or commercial, business names, etc. A map of the ROWs will be provided by the County. ROW illustrations should include construction maintenance easements, temporary construction permits, work permits, easements, federal land transfers, or acquisitions of property.
 - g) Land Use: Assess whether current land uses are consistent with County land use plans and zoning. Changes in access to private properties should be identified.
 - h) Hazardous Materials Analysis: Consult the Environmental Protection Agency (EPA) EnviroMapper for Envirofacts to identify known hazardous material sites in proximity to the project area(s).
 - i) Socioeconomics: Identify any required relocations of residents or businesses that may occur as a result of the proposed action. Also identify if the project would permanently change access to a business, driveway, etc. Describe any changes to neighborhood continuity or community cohesion that could result if the proposed action reduces pedestrian movements across an existing route, or restricts access to local community sites, and/or private driveways.

II. TASK 2: National Environmental Protection Act (NEPA), 42 U.S.C. § 4321 et seq., documentation

- a) The Contractor shall complete NEPA documentation (EA level reporting), as directed by the County. NEPA documentation shall comply with all standards developed by BIA and all other federal and state agency standards that are applicable for this project. The level of detail and depth of impact analysis should be limited to the minimum need to determine whether there would be significant environmental effects. The County independently reviewed the Environmental Impact Statement (EIS) prepared for the Pojoaque Basin Regional Water System with the Record of Decision dated September 11, 2019, and considers subparts of the EIS relevant to the environmental assessment solicited herein. As such, it's the County's desire to reference portions of the resource documentation and EIS into the environmental assessment prepared under this Agreement.

Minimum requirements of the Environmental Assessment:

1. Cover sheet,
2. Table of contents,
3. The proposal(s),
4. The need or rationale for the proposal,
5. The environmental impacts of the proposed action,
6. The environmental impacts of the alternatives considered, and
7. A list of agencies and persons consulted.

III. TASK 3: Public involvement

In order to convey information to the public, solicit input from them, and provide them with an opportunity to review and comment on this project, the following notification methods are required:

- a) Coordination letters,
- b) Public official and/or stakeholder group briefings,
- c) Project web site,
- d) Newsletters and other direct mailers; and
- e) Public meeting(s).

IV. TASK 4: Quality control

- a) The Contractor shall ensure that all resource investigations are conducted by qualified individuals that meet permitting or qualification standards developed by all applicable federal and state agencies. Contractor shall ensure that all documentation submitted meets the aforementioned standards and has been quality checked prior to submittal to County.

V. Deliverables

- a) Biological reports, including documentation,
- b) Cultural resource reports, including documentation,
- c) Public meeting PowerPoint presentation, handouts, and meeting minutes,
- d) All GIS data collected or generated for the project, and
- e) Final Environmental Assessment report.

VI. Data and information to be provided by the County.

- a) The County shall make available to Contractor, at no cost, such GIS data or digital files as are necessary for Contractor to complete the Scope of Services under this Agreement. Such GIS data files (e.g. shapefile, mosaic, images), if available for the project, will include without limitation GIS data files pertaining to areas within half of a mile on either side of the project corridor(s) and any other GIS data or records that the Contractor deems necessary for the Contractor to complete the Scope of

Services under this Agreement. Contractor agrees to use the GIS data or digital files solely for purposes of completion of the Scope of Services under this Agreement. Contractor agrees to provide the County with, or share, at no cost to the County electronic copies of any digital mapping files (aka GIS data) produced by the Contractor under this Agreement. GIS data, if generated for the project, shall be provided by the Contractor in ESRI feature classes file geodatabase or shapefile formats compatible with ArcGIS 10.3.1. All GIS datasets will reference the New Mexico State Plane Coordinate System, Central Zone, NAD1983_HARN in units of U.S. Survey Feet (NAD_1983_HARN_StatePlane_New_Mexico_FIPS_3002_Feet). Contractor understands and acknowledges that the County assumes no liability for the accuracy of the GIS data or digital files, or errors associated with the GIS data or digital files, or the use of GIS data or digital files provided by the County. Contractor is solely responsible for confirming the accuracy of GIS data or digital files obtained from the County under this Agreement.

2. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Services), 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 Services 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.
- 2) The total amount payable to the Contractor under this Agreement shall not exceed **\$170,974.44**, *exclusive* of NM GRT. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor. The County will pay Contractor a percentage of the compensation for services satisfactorily performed for the completion of each Task in accordance Exhibit A.
- 3) This amount is a maximum and not a guarantee that the services 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 Ivan Trujillo, Engineering Services Manager, 424 NM 599 Frontage Rd., Santa Fe NM, 87507, (505) 992-3026, 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 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 be effective upon the date of last signature by the parties hereto and shall terminate one year from such date, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The parties may agree by written amendment to extend the term of this Agreement in one year increments not to 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 services or 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 Services), 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 Public Works Dept.
Attn: Ivan Trujillo, Engineering Services Manager
424 NM 599 Frontage
P.O. Box 276
Santa Fe, New Mexico 87504-0276

To the Contractor: Ecosphere Environmental Services
Attn: John Tascek, Senior Project Manager
320 Osuna Road NE, Suite C1
Albuquerque, New Mexico 87107

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 or ELECTRONIC SIGNATURE

The parties hereto agree that a facsimile or electronic 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.

D. Professional liability Insurance. The Contractor shall procure and maintain during the life of this Agreement, professional liability in the amount of \$2,000,000.00, per each claim and aggregate.

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 John Tascak, Ecosphere Senior Project Manager, 320 Osuna Road NE, Suite C1, Albuquerque, New Mexico 87107, 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

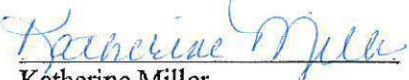
effect as though the Contractor were actually and personally served within the state of New Mexico.

32. SURVIVAL

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

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of last signature by the parties hereto.

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager

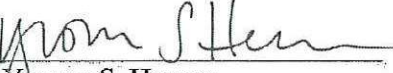
3-22-22
Date

Approved as to form

Roberta D. Joe for G.S.S.
Gregory S. Shaffer
Santa Fe County Attorney

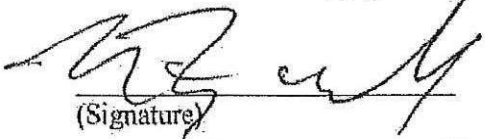
March 10, 2022
Date

Finance Division:


Yvonne S. Herrera
Finance Director

3/19/2022
Date

CONTRACTOR – ECOSPHERE ENVIRONMENTAL SERVICES, INC.:


(Signature)
Mike Fitzgerald, President
(Print name and title)

3-18-22
Date

Exhibit A



Durango, CO
Pagosa Springs, CO
Albuquerque, NM
Farmington, NM

February 21, 2022

Ivan P. Trujillo, Engineering Services Manager
Santa Fe County Public Works Department
102 Grant Avenue (First Floor)
Santa Fe, NM 87505
Email: itrujillo@santafecountynm.gov

Bill Taylor, Procurement Manager
Santa Fe County Purchasing Division
102 Grant Avenue (First Floor)
Santa Fe, NM 87501
Email: wtaylor@santafecountynm.gov

RE: Proposal for Environmental and Resource Assessments: RFP No. 2022-0088-PW/BT

Dear Mr. Trujillo and Mr. Taylor:

Ecosphere Environmental Services, Inc. (Ecosphere) is pleased to present this cost estimate to conduct Environmental and Resource Assessments for Santa Fe County's (County's) road maintenance settlement agreements with the Pueblos of Nambe, Tesuque, and San Ildefonso (Project). The Project is intended to fulfill the obligations under the settlement agreements to provide environmental clearance for 18 County-maintained roads, so that the rights-of-way (ROWs) may be transferred to the Bureau of Indian Affairs (BIA). The County has provided information showing that the total length of the 18 County roads is 79,220 linear feet. Until survey boundary data is available, we are basing our cost estimates on the assumption that the average ROW width is 40 feet, which amounts to an area of approximately 73 acres (3,168,800 square feet). Based on discussions with the County, we understand that a contract will be negotiated that allows flexibility to adjust costs if assumptions or levels of effort change as the Project proceeds. The following cost proposal assumes that Ecosphere's scope of services will require five tasks: scoping and development of a work plan, resource and ROW investigations/reporting, public involvement, National Environmental Policy Act (NEPA) documentation, and study team coordination/quality control.

Task 1: Scoping and Development of a Work Plan

Scoping will involve understanding the needs and requirements of the agencies that may have jurisdiction over the environmental process in the area, including the BIA, Pueblos, and other state and federal agencies. We will send initial scoping letters to these agencies requesting information and the identification of any sensitive resources we should be aware of before entering pueblo lands. In order to have a complete understanding of the Project survey requirements, we will need to obtain shapefiles of the ROW and determine how much of this area has been surveyed and cleared for cultural resources. Complete records currently don't appear to be available at the New Mexico Historic Preservation Division; however, they may exist with the Pueblos.

Based on scoping, a Work Plan will be developed that describes contract requirements, project scope, team roles, technical approach, schedule, and budget allocations. The Work Plan will be linked with a Quality Control/Quality Assurance (QA/QC) Plan described under Task 5, which addresses field procedures, document quality, schedules, communication protocols, and standards for digital data and reporting. The Work Plan and QA/QC Plan will be submitted to the County for review and the final plans will be distributed to all Project personnel.

Task 1 -Scoping and Development of a Work Plan			
Labor	Hours	Rate	Extended
Senior NEPA Specialist	20	\$149.13	\$2,982.60
Senior Project Manager	24	\$125.77	\$3,018.48
Biologist IV	16	\$107.89	\$1,726.24
GIS Specialist	16	\$118.68	\$1,898.88
Technical Editor	4	\$164.53.00	\$658.12
Total Labor Budget			\$10,284.12
Directs			Extended
Subconsultant (Okun Consulting Solutions LLC)			\$5,280.00
Total Directs Budget			\$5,280.00
TOTAL BUDGET			\$15,564.12

Task 2: Environmental Resource Investigations

Task 2A: Cultural Resource Pre-Field Research, Survey, and Report:

This task will include completion of a Class III survey of the Project area and an individual cultural resource report for each of the three Pueblos. Our costs assume that a total ROW of approximately 73 acres will require survey and that no reporting or clearances are available within this area; however, it is likely that much or some of the ROW has been surveyed as part of the Pojoaque Basin Regional Water System Environmental Impact Statement. We also assume that it will not be necessary to record structures and other historic features outside the designated ROW. If the records review and archival research indicates that areas within the ROW have been previously surveyed and cleared or if it is necessary to record structures and other historic features outside the ROW, we will adjust the budget accordingly. Okun Consulting Solutions LLC (Okun) will provide the surveys and reports and Ecosphere will assist with agency coordination and oversight. Other assumptions are included in Okun's attached proposal.

Task 2B: Natural Resource Pre-Field Research, Field Survey, and Report:

This task will include pre-field research and a desktop review of existing conditions pertaining to natural resources, including general vegetation and wildlife; threatened, endangered species and their critical or suitable habitats; any noxious weeds identified by the pueblos or BIA; migratory birds; waters of the U.S. (WUS) and wetlands, and any other resources identified by BIA. Pre-field preparation will include creating an ArcGIS online map for use in the field with a data dictionary that includes the above features. Field investigations will then be conducted by qualified biologists to evaluate the Project area for natural resources. As part of the field investigations, Ecosphere will identify potential WUS by type (e.g., stream, ditch, or wetlands) to include with report mapping. We will map the approximate boundaries of any wetlands or waterways within the ROW for future planning purposes. We will also include floodplain boundaries as identified on the Federal Emergency Management Agency's Flood Insurance Rate Maps on report maps, as available. Following field investigations, biological reports will be prepared for each of the three Pueblos to identify survey findings.

Task 2C: ROW, Land Use, and Hazardous Materials

This task will include assessing and mapping land use, potential hazardous materials, and other physical features along the ROW that could affect future County maintenance activities. In accordance with the Request for Proposal, we will prepare a map with property ownership information, land use (residential, commercial, etc.), business names, zoning, and any potential conflicts with County plans. Our field crews will note potential encroachments or other land use considerations affecting the ROW. To evaluate potential hazardous materials, we will consult the U.S. Environmental Protection Agency's EnviroMapper for Envirofacts to identify known hazardous materials sites near the Project area and request any records of known releases from the applicable jurisdictions. Our field personnel will also note potential unreported hazardous materials conditions, for example, discarded chemical or petroleum containers, stained soil, or industrial materials storage.

Task 2 - Environmental Resource Investigations			
Task 2A: Cultural Resource Survey and Report			
Labor	Hours	Rate	Extended
Archaeologist Principal Investigator	40	\$129.46	\$5,178.40
Directs	Cost/unit	# Units	Extended
Subconsultant (Okun) Tesuque Pueblo			\$4,960.00
Subconsultant (Okun) San Ildefonso Pueblo			\$22,380.00
Subconsultant (Okun) Nambe Pueblo			\$30,680.00
Subtotal Cultural Resource Investigations			\$63,198.40
Task 2B: Natural Resource Pre-Field Research, Field Survey, and Report			
Labor	Hours	Rate	Extended
Senior Project Manager	20	\$125.77	\$2,515.40
Biologist IV	60	\$107.89	\$6,473.40
Biologist II	80	\$86.31	\$6,904.80
GIS Specialist	24	\$118.68	\$2,848.32
Technical Editor	8	\$164.53	\$1,316.24
Directs	Cost/unit	# Units	Extended
Mileage	\$0.585	800	\$468.00
Per diem	\$65.00	6	\$390.00
GPS	\$100.00	6	\$600.00
Subtotal Natural Resource Investigations			\$21,516.16
Task 2C: ROW, Land Use, and Hazardous Materials			
Labor	Hours	Rate	Extended
Senior NEPA Specialist	16	\$149.12	\$2,385.92
Biologist II	40	\$86.31	\$3,452.40
GIS Specialist	48	\$118.68	\$5,696.64
Directs	Cost/unit	# Units	Extended
Mileage	\$0.585	160	\$93.60
Per diem	\$65.00	1	\$65.00
GPS	\$100.00	1	\$100.00
Subtotal ROW, Land Use, and Hazardous Materials			\$11,793.56
TOTAL BUDGET			\$96,508.12

Task 4: Public Involvement and Stakeholder Coordination:

This task will include preparing a Project-specific website, organizing and conducting three virtual public involvement meetings (one at each Pueblo), and participating in stakeholder meetings.

- Ecosphere will obtain a domain name and develop a Project-specific website that provides information, mapping, and other resources, and hosts the project presentations. Typically, the site would contain pages that provide an overview of the Project, previous reports and documents, information on how to participate in the public involvement process, and an interactive survey or questionnaire to obtain input. The survey and website will be developed in conjunction with the County and will be updated as needed throughout the Project.
- Virtual meetings will be held for each of the three Pueblos. It is assumed that the meetings will be advertised via traditional newspaper advertisements, the Project website, and mailed/emailed notices to stakeholders. Ecosphere will work with the County to organize and conduct the presentations and question and answer sessions via an Internet-based platform such as Zoom. It is assumed that the presentations will be prepared in PowerPoint or as Story Maps with input from the County. During the virtual meetings, the presentations will be given; the public will have an opportunity to ask questions or provide comments via Zoom, phone, or email; and the Project team will be available to respond to questions and comments. Ecosphere will have staff available at the meetings to moderate and respond to comments and manage communication with the commenters and meeting panel. The presentations, comments/questions, and responses will be recorded, and the recordings will be posted on the website. Written summaries of the meetings will also be prepared, including all supporting documentation such as newspaper advertisements and the written comments received.

Ecosphere will also prepare a written notice/newsletter that will invite the public to participate in the live meeting or visit the website for more information. The newsletter will summarize the Project, provide information on how to participate, and describe how those without internet can contact the Project team, get more information, and provide input.

- Ecosphere will organize and attend periodic meetings with key Project stakeholders, including the BIA, three Pueblos, and any other agencies or organizations that express interest in the Project. It is assumed that two meetings will be held for each Pueblo and that meetings with the County will be held prior to review content and format. We have provided costs for one additional meeting to address other agency concerns, if needed, for a total of 13 meetings. These are expected to be relatively short, remote meeting. Ecosphere will provide written meeting summaries.

Task 3 - Public Involvement and Stakeholder Coordination				
Develop Website				
Labor	Hours	Rate	Extended	
Senior NEPA Specialist	40	\$149.12	\$5,964.80	
GIS Specialist	48	\$118.68	\$5,696.64	
Directs	Cost/unit	# Units	Extended	
Subconsultant (Blue Channel Web Provider)	\$2,000.000	1	\$2,000.00	
Subtotal Public Involvement Plan			\$13,661.44	

3: Public Meetings			
Labor	Hours	Rate	Extended
Senior NEPA Specialist	48	\$149.12	\$7,157.76
Senior Project Manager	24	\$125.77	\$3,018.48
GIS Specialist	48	\$118.68	\$5,696.64
Directs	Cost/unit	# Units	Extended
Mileage	\$0.585	160	\$93.60
Newspaper Advertisements	\$800.00	3	\$2,400.00
Copies/Displays	\$100.00	3	\$300.00
Notification Mailing	\$0.55	300	\$165.00
Subtotal Public Meetings			\$18,831.48
Stakeholder Coordination			
Labor	Hours	Rate	Extended
Senior NEPA Specialist	40	\$149.12	\$5,964.80
GIS Specialist	24	\$118.68	\$2,848.32
Directs	Cost/unit	# Units	Extended
Mileage	\$0.585	160	\$93.60
Subtotal Stakeholder Coordination			\$8,906.72
TOTAL BUDGET			\$41,399.64

Task 4: Environmental Documentation

Based on guidance from the BIA, this task will consist of preparing a Categorical Exclusion (CE) for each Pueblo in accordance with the BIA's NEPA Guidebook (59 IAM 3-H). The CEs will be based on the resource studies and public involvement. The CE's will include all documents required for the administrative record and a cover letter summarizing this information.

Task 4 - Environmental Documentation			
Labor	Hours	Rate	Extended
Senior NEPA Specialist	20	\$149.12	\$2,982.40
Senior Project Manager	20	\$125.77	\$2,515.40
Technical Editor	4	\$164.53	\$658.12
Labor Subtotal			\$6,155.92
BUDGET			\$6,155.92

Task 5: Consultant Team Coordination, Project Management, and Quality Control:

Good communication is essential to a successful Project. This task will include monthly reporting to the County regarding Project findings, status, and progress. Other meetings with the County will be held as needed. We assume that 12 brief coordination meetings will be with the County during the Project.

To ensure project quality, we will prepare a QA/QC Plan at the beginning of the Project, concurrently with the Work Plan. As part of Ecosphere's QA/QC process, each major task will be reviewed by a technical content reviewer—who monitors standard procedures, document quality, schedules, communication protocols, and Project standards for digital data and reporting. Our QA/QC process also requires a review by an in-house technical editor—who provides report format and editorial review and Section 508 compliance if required. Joey Herring will be the Project QA/QC manager and will ensure that the Administrative Record is maintained.

Task 5 - Consultant Team Coordination and Project Management			
Labor	Hours	Rate	Extended
Technical Content Reviewer-Principal	4	\$155.58	622.32
Senior NEPA Specialist	24	\$149.13	\$3,579.12
Senior Project Manager	40	\$125.77	\$5,030.80
Biologist IV	16	\$107.89	\$1,726.24
Project Financial Manager	4	\$102.71	\$410.84
Labor Subtotal			\$11,369.32
		BUDGET	\$11,369.32

Summary of Costs

Our overall budget, excluding New Mexico gross receipts tax, is summarized below. We assume that gross receipts tax will be applied based on where the work is performed (Pueblos or County) and will be specified in the contract.

Environmental Compliance Budget Summary by Task	
Task 1 -Scoping and Development of a Work Plan	\$15,564.12 ✓
Task 2 - Environmental Resource Investigations	\$96,508.12 ✓
Task 3 - Public Involvement and Stakeholder Coordination	\$41,399.64 ✓
Task 4 - Environmental Documentation	\$6,155.92 ✓
Task 5 - Consultant Team Coordination and Project Management	\$11,346.64 ✓
SUB-TOTAL LABOR AND DIRECT EXPENSE BUDGET	\$170,974.44
New Mexico Gross Receipts Tax (not included)	\$0.00
TOTAL BUDGET	\$170,974.44

Please contact me if you have any questions or comments. Thank you and we look forward to working with you.

Sincerely,



John Taschek

Cost Estimate for Santa Fe County Road ROWs Cultural Resource Survey

Prepared for John Taschek, Ecosphere Environmental Services

Location: Nambe, San Ildefonso, and Tesuque Pueblos; Santa Fe County, NM

TASK	HOURS				Hours Per Task	Cost Per Task
	Principal Investigator	Supervisory Archaeologist	Archaeological Technician	Production Specialist		
Task 1: Pre-Field/Project Management						
Scoping/Coordination	8	-	-	-	8	\$720.00
Project Management/Team Coordination	8	-	-	-	8	\$720.00
Record Search/Literature Reviews	24	-	-	-	24	\$2,160.00
Agency/Tribal Consultation	8	-	-	-	8	\$720.00
GIS Preparation/Field Mobilization	8	4	-	-	12	\$960.00
TOTAL PRE-FIELD/PROJECT MANAGEMENT	68	4	0	0	60	\$5,280.00
Task 2: Tesuque Pueblo						
Survey/Travel	-	4	4	-	8	\$408.00
Resource Recording/Travel	-	6	6	-	12	\$612.00
Resource Narratives/Forms/Maps	2	8	-	-	10	\$660.00
CR Report/NAF/Revisions	20	4	-	4	28	\$2,280.00
Direct Costs						\$1,000.00
TOTAL TESUQUE PUEBLO	22	22	10	4	58	\$4,960.00
Task 3: San Ildefonso Pueblo						
Survey/Travel	-	20	20	-	40	\$2,040.00
Archaeological Site Recording/Travel	-	30	30	-	60	\$3,060.00
Acequia Recording/Travel	-	30	-	-	30	\$1,800.00
Resource Narratives/Forms/Maps	24	72	-	-	96	\$6,480.00
CR Report/NAF/Revisions	40	32	-	8	80	\$6,000.00
Direct Costs						\$3,000.00
TOTAL SAN ILDEFONSO PUEBLO	64	184	50	8	306	\$22,380.00
Task 4: Nambe Pueblo						
Survey/Travel	-	30	30	-	60	\$3,060.00
Archaeological Site Recording/Travel	-	30	30	-	60	\$3,060.00
Acequia Recording/Travel	-	50	-	-	50	\$3,000.00
Resource Narratives/Forms/Maps	40	104	-	-	144	\$9,840.00
CR Report/NAF/Revisions	40	40	-	12	92	\$6,720.00
Direct Costs						\$5,000.00
TOTAL NAMBE PUEBLO	80	254	60	12	146	\$30,680.00
Total Hours	222	464	120	24	830	
Hourly Rate	\$90.00	\$60.00	\$42.00	\$60.00		
TOTAL COST						\$64,800.00

Project-wide Assumptions

- All direct costs—including mileage and per diem—will be billed at the federal GSA rate.
- County road ROWs will not exceed widths that can be covered by one archaeological transect along each side of the road (two total transects or 100 ft).
- Resources (including acequias and archaeological sites) that have been recently recorded to current standards will not require formal updates; any reporting associated with these resources will be limited to brief summaries and the base portion of the IA and/or HCPI forms.
- Standing architecture/historic buildings and other "built environment resources" located beyond the county road ROW will not be documented during this project. This assumes that no Indirect Effects APE/visual buffer will be required by an agency for this project.
- Additional pedestrian survey buffers will not be added at the end of county roads or at any other location in the project area.
- Separate reports will be required for each of the three Pueblos.
- Total county road survey lengths will not exceed figures provided by the county and depicted on maps in the RFP addendum.
- Direct costs include per diem, mileage, and report production; additional unforeseen expenses may require a change order to the contract.
- No more than two rounds of agency review will be required for any of the Pueblos/reports; no more than three hard copies will be required for any report.

Tesuque Assumptions

- No more than two total resources (acequias/archaeological sites) will require documentation/reporting.

San Ildefonso Assumptions

- No more than six archaeological sites and 12 acequia systems will require documentation/reporting.

Nambe Assumptions

- No more than six archaeological sites and 20 acequia systems will require documentation/reporting.

Prepared by:

Okun Consulting Solutions
727 Morningside Dr. NE
Albuquerque, NM 87110

