

CHAVES COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
June 13, 2024 – 9:00 a.m.
Chaves County Administrative Center – Joseph R. Skeen Building
Commission Chambers – #1 St. Mary’s Place

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DETERMINATION OF QUORUM

APPROVAL OF MINUTES

PROCLAMATION

2024 PRIMARY ELECTION – CANVASS

AGENDA ITEMS

A. PUBLIC HEARING

1. Public Comments for Projects for the FY 2026-2030 Infrastructure Capital Improvements Plan (ICIP)
2. Case Z 2024-01: A variance of three (3) feet to the required twenty-five (25) foot side yard setback requirement (Article VII, Section 1.A.2); Legal – Lot 1 Block 7 of Pecos Valley Hagerman Subdivision Unit #3; Location – 350 Pinto Street, Hagerman, NM, Owners -Tony J. Garcia and Michael Garcia.

B. AGREEMENT AND RESOLUTIONS

3. Requesting Approval of an Amendment to A-23-004 CDGB Grant #22-C-NR-I-03-G08 adjusting the Project Budget.
4. Approval of Amendment #1 to agreement A-23-022 for Inmate Medical Services with Roadrunner Health Services.
5. Agreements;
 - A. Agreement A-24-013 between Chaves County and Chaves County Youth Awareness for the Shattered Dreams Program.
 - B. Agreement A-24-014 between Chaves County and Dexter Independent School District for the Valley Project Graduation Celebration.
 - C. Agreement A-24-015 between Chaves County and WINGS for Life.
 - D. Agreement A-24-016 between Chaves County and ASPEN of New Mexico.
 - E. Agreement A-24-017 between Chaves County and Dexter Independent School District for Teens Needing Teens Program.
 - F. Agreement A-24-018 between Chaves County and Diane Taylor.
 - G. Agreement A-24-019 between Chaves County and Hagerman Municipal School District for Teens Needing Teens Program.
 - H. Agreement A-24-020 between Chaves County and La Casa Behavioral Health.
 - I. Agreement A-24-021 between Chaves County and Lake Arthur Municipal School District for Teens Needing Teens Program.
 - J. Agreement A-24-022 between Chaves County and Frank Magourilos.
 - K. Agreement A-24-023 between Chaves County and Character Counts for Project Graduation Celebration Program.
 - L. Agreement A-24-024 between Chaves County and Roswell Refuge.
 - M. Agreement A-24-025 between Chaves County and Serenity Counseling.
6. Agreement A-24-026 Award Recommendation and Approval of Agreement A-24-026 for Public Health Office Project to Waide Construction Co. of Roswell NM.

7. Agreement A-24-027 Professional Medical Services for Indigent patients domiciled in the County of Chaves.
8. Agreement A-24-028 Request of Approval of A-24-028 Pecos Valley Regional Communication Center Renovation to Waide Construction Co. of Roswell, NM.
9. Agreement A-24-029 Award Recommendation and Approval of A-24-029 for ITB-24-07 Pine Lodge Rd. 2024 to Constructor's Inc. of Carlsbad, NM.
10. Agreement A-24-030 Award Recommendation and Approval of Agreement A-24-030 for St. Mary's Complex Ste. D Renovation to Waide Construction Co. of Roswell, NM.
11. Agreement A-24-031 between Chaves County and the State of New Mexico, DFA/Local Government Division for DWI Local Grant FY 24-25.
12. Resolution R-24-021 Adopting the FY 2026-2030 Infrastructure Capital Improvements Plan and Authorizing the Permission of Access Forms.
13. Resolution R-24-022 Approving Chaves County to "Pickup" PERA Statutory Contribution Rate Increase.
14. Resolution R-24-023 Approving Changes to Personnel Charts.
15. Resolution R-24-024 Supporting the Carlsbad Irrigation District Congressional Petition to Amend the Land Transfer Act.

C. OTHER BUSINESS

16. Appointment of Member to JOY Center Board of Directors
17. Approval to Purchase a prefabricated restroom facility for the Chaves County Cultural Plaza Project from CXT, Inc.
18. Permission to advertise a Notice of Public Hearing to amend the Chaves County Building Code Ordinance #60.

APPROVAL OF CHECKS

APPROVAL OF REPORTS

UNSCHEDULED COMMUNICATIONS ARE LIMITED TO THREE MINUTES

PER VISITOR AND NOT TO EXCEED 15 MINUTES NO FORMAL ACTION IS TAKEN BY THE COMMISSION

- COUNTY MANAGER'S COMMUNICATIONS
- COMMISSIONER'S COMMUNICATIONS
- SIGNATURE OF DOCUMENTS
- ADJOURNMENT

If you have a disability and need a reader, qualified sign language interpreter, or any auxiliary aid or service to attend or participate in the hearing meeting, please contact the County Commissioner's office at 575-624-6600. This should be done at least one week before the meeting. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the County Commissioner's office if a summary or other accessible format is needed.

Chaves County
REPUBLICAN PARTY
Countywide

Candidate Summary of Primary Election Held on June 4, 2024
State of New Mexico

President of the United States

CHRIS CHRISTIE	88
NIKKI HALEY	257
VIVEK RAMASWAMY	49
DONALD J TRUMP	5115
UNCOMMITTED DELEGATE / DELEGADO NO COMPROMETIDO	141

United States Senator

NELLA LOUISE DOMENICI	4765
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United States Representative - DISTRICT 1

LOUIE SANCHEZ	194
STEVE JONES	531

United States Representative - DISTRICT 2

YVETTE HERRELL	40
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United States Representative - DISTRICT 3

SHARON E CLAHCHISCHILLIAGE	3676
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State Senator - DISTRICT 27

GREG NIBERT	1768
LARRY E MARKER	720
PATRICK HENRY BOONE IV	618

State Senator - DISTRICT 32

CHAD A HAMILL	1057
CANDY SPENCE EZZELL	1228

State Senator - DISTRICT 33

RHONDA BETH ROMACK	21
NICHOLAS ALLAN PAUL	115
LYNN D CRAWFORD	95

State Senator - DISTRICT 42

STEVEN V MCCUTCHEON	0
LARRY R SCOTT	3

State Representative - DISTRICT 54

JONATHAN ALLEN HENRY	36
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State Representative - DISTRICT 58

ANGELITA MEJIA	1158
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State Representative - DISTRICT 59	
JARED A HEMBREE	2496
TRACY DE LA ROSA	839
State Representative - DISTRICT 64	
ANDREA R REEB	396
State Representative - DISTRICT 66	
JIMMY G MASON	206
Public Education Commissioner - DISTRICT 8	
MICHAEL M TAYLOR	4277
Public Education Commissioner - DISTRICT 9	
KT MANIS	456
District Court Judge - FIFTH JUDICIAL DISTRICT: DIVISION 03	
EFREN ANDRES CORTEZ	4402
District Attorney - 5TH JUDICIAL DISTRICT	
DIANNA L LUCE	4609
County Clerk	
CINDY FULLER	4966
County Treasurer	
CHANEL N REY	4488
County Commissioner by Commissioner District - COUNTY COMMISSION DISTRICT 2	
R CLIFF WAIDE	785
CHARLES W WALTRIP	208
County Commissioner by Commissioner District - COUNTY COMMISSION DISTRICT 3	
HERBERT MILLER CORN	1097
E J FOURATT	797
County Commissioner by Commissioner District - COUNTY COMMISSION DISTRICT 4	
RICHARD C TAYLOR	655

Chaves County
DEMOCRATIC PARTY
Countywide

Candidate Summary of Primary Election Held on June 4, 2024
State of New Mexico

President of the United States

JOSEPH R BIDEN	805
MARIANNE D WILLIAMSON	100
UNCOMMITTED DELEGATE / DELEGADO NO COMPROMETIDO	113

United States Senator

MARTIN HEINRICH	930
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United States Representative - DISTRICT 1

MELANIE ANN STANSBURY	46
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United States Representative - DISTRICT 2

GABRIEL VASQUEZ	0
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United States Representative - DISTRICT 3

TERESA LEGER FERNANDEZ	892
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Chaves County
LIBERTARIAN PARTY
Countywide

Candidate Summary of Primary Election Held on June 4, 2024
State of New Mexico

President of the United States

LARS MAPSTEAD	10
UNCOMMITTED DELEGATE / DELEGADO NO COMPROMETIDO	7

State Representative - DISTRICT 54

CHRISTIAN SCOTT EHMLING	0
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AGENDA ITEM: 1

Public Hearing to accept suggestions and ideas for projects for FY 2026-2030 Infrastructure Capital Improvements Plan (ICIP).

MEETING DATE: June 13, 2024

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Adriana Zapata, Project Specialist

ACTION REQUESTED: Public Hearing for the Chaves County 2026-2030 ICIP

ITEM SUMMARY:

The purpose of this Public Hearing is to seek suggestions and ideas for projects that may be considered for the Chaves County ICIP.

The requirement for a project is to be \$25,000 or more, must have a life expectancy of ten years, and benefit the community.

SUPPORT DOCUMENTS: 2026-2030 ICIP Chaves County Project Summary

SUMMARY BY: Adriana Zapata

TITLE: Project Specialist

Infrastructure Capital Improvement Plan FY 2026-2030

Chaves County Project Summary

ID	Year	Rank	Project Title	Category	Funded	2026	2027	2028	2029	2030	Total	Amount	Phases?
					to date						Project	Not Yet	
34816	2026	001	Cooperative Extension Building	Facilities - Administrative Facilities	0	960,000	0	0	0	0	960,000	960,000	No
42550	2026	002	Adult Detention Center Security Upgrades	Facilities - Administrative Facilities	0	200,000	0	0	0	0	200,000	200,000	No
41003	2026	003	Courthouse Roof Replacement	Facilities - Administrative Facilities	0	530,000	0	0	0	0	530,000	530,000	No
26464	2026	004	Cultural Plaza	Facilities - Cultural Facilities	2,301,345	400,000	0	0	0	0	2,701,345	400,000	Yes
40059	2026	005	Courthouse Hydronic Heating and Cooling System	Facilities - Administrative Facilities	0	200,000	0	0	0	0	200,000	200,000	No
42546	2026	006	Mountain View Road Improvements	Transportation - Highways/Roads/Bridges	0	600,000	0	0	0	0	600,000	600,000	No
37413	2026	007	Administration Center Entrance Concrete Repairs	Facilities - Administrative Facilities	0	300,000	0	0	0	0	300,000	300,000	No
28244	2026	008	Road Department - Caddo Rd. Bridge Rehabilitation	Transportation - Highways/Roads/Bridges	0	350,000	0	0	0	0	350,000	350,000	Yes
40998	2026	009	Chaves C. Courthouse Elevator #6 Upgrade	Facilities - Administrative Facilities	0	350,000	0	0	0	0	350,000	350,000	No
38488	2026	010	Flood Commission - Fuel Island	Facilities - Other	0	400,000	0	0	0	0	400,000	400,000	No
35968	2026	011	Chaves Co Sheriff's Office Mobile Command Unit	Vehicles - Public Safety Vehicle	0	525,000	0	0	0	525,000	1,050,000	1,050,000	No
42544	2026	012	Road Department Compactor Replacement	Other - Solid Waste	0	95,000	95,000	95,000	95,000	95,000	475,000	475,000	No
40057	2026	013	Admin. Center South Side Drainage	Facilities - Administrative Facilities	0	180,000	0	0	0	0	180,000	180,000	No

Infrastructure Capital Improvement Plan FY 2026-2030

Improvements													
23078	2026	014	Road Department-Purchase Road Vehicles	Vehicles - Public Safety Vehicle	0	180,000	180,000	180,000	180,000	180,000	900,000	900,000	Yes
31053	2026	015	Chaves Co Sheriff - Public Safety Vehicles	Vehicles - Public Safety Vehicle	485,000	250,000	250,000	250,000	250,000	250,000	1,735,000	1,250,000	No
23077	2026	016	Road Department-Maintenance Equipment	Equipment - Other	0	1,050,000	450,000	800,000	700,000	750,000	3,750,000	3,750,000	Yes
32449	2026	017	Road - New Radios/Radio Equipment	Equipment - Other	0	20,000	20,000	20,000	20,000	20,000	100,000	100,000	Yes
37402	2026	018	Chaves Co. E. Pinelodge Road Pavement Preservation	Transportation - Highways/Roads/Bridges	1,300,000	350,000	350,000	0	0	0	2,000,000	700,000	Yes
24197	2026	019	EGP VFD - Personal Protective Gear	Equipment - Public Safety Equipment	0	50,000	0	0	0	0	50,000	50,000	No
29914	2026	020	NM Senior Olympics New Vehicle Purchase	Vehicles - Senior Facility Vehicle	0	50,000	0	0	0	0	50,000	50,000	No
29919	2026	021	NM Senior Olympics Van Purchase	Vehicles - Senior Facility Vehicle	0	80,000	0	0	0	0	80,000	80,000	No
24212	2026	022	Rio Felix VFD - New Fire Engine	Equipment - Public Safety Equipment	398,450	100,000	0	0	0	0	498,450	100,000	No
23114	2026	023	Dunken VFD - Chip Seal Station Parking Lot	Facilities - Fire Facilities	0	120,000	0	0	0	0	120,000	120,000	No
28157	2026	024	Midway VFD -Recertify/Repair SCBAs & Spare Bottles	Equipment - Public Safety Equipment	0	25,000	0	0	0	0	25,000	25,000	No
23140	2026	025	Rio Felix VFD -Water Well & Pressurized Water Tank	Facilities - Fire Facilities	0	90,000	60,000	0	0	0	150,000	150,000	Yes
22111	2026	026	EGP VFD - Purchase New Radios and Pagers	Facilities - Administrative Facilities	0	40,000	0	0	0	0	40,000	40,000	No
26420	2026	027	Midway VFD - New Radio Equipment	Equipment - Public Safety	0	25,000	0	0	0	0	25,000	25,000	No

Infrastructure Capital Improvement Plan FY 2026-2030

			Equipment										
40073	2026	028	Flood Control New Water Truck	Vehicles - Public Safety Vehicle	0	150,000	0	0	0	0	150,000	150,000	No
28233	2026	029	Sierra VFD - Emergency Communications Equipment	Equipment - Public Safety Equipment	0	100,000	0	0	0	0	100,000	100,000	No
30993	2026	030	Sierra VFD - Thermal Imaging Cameras	Equipment - Public Safety Equipment	0	40,000	0	0	0	0	40,000	40,000	No
24219	2026	031	Sierra VFD - Purchase new Fire Tanker	Vehicles - Public Safety Vehicle	0	500,000	0	0	0	0	500,000	500,000	No
40931	2026	032	Chaves Co. Macho Draw Reno and Repairs	Water - Storm/Surface Water Control	2,607,936	500,000	0	0	0	0	3,107,936	500,000	No
34817	2026	033	Chaves County Health Department Building	Facilities - Housing-Related Cap Infrastructure	825,000	7,067,691	0	0	0	0	7,892,691	7,067,691	Yes
33802	2026	034	Midway VFD EMS Quick Response Unit	Vehicles - Public Safety Vehicle	0	75,000	0	0	0	0	75,000	75,000	No
26415	2026	035	Midway VFD - Chip Seal Station #2	Facilities - Fire Facilities	0	45,000	0	0	0	0	45,000	45,000	No
34871	2026	036	Midway Fire Station 1 Remodel	Facilities - Fire Facilities	0	150,000	0	0	0	0	150,000	150,000	No
19452	2026	037	Dunken VFD - Personal Protective Equipment	Equipment - Public Safety Equipment	0	35,000	0	0	0	0	35,000	35,000	No
34882	2026	038	District 8 Bunker Gear Purchase	Equipment - Public Safety Equipment	0	50,000	0	0	0	0	50,000	50,000	No
34889	2026	039	District 8 Re-Certify SCBA's and Bottles	Equipment - Public Safety Equipment	0	50,000	0	0	0	0	50,000	50,000	No
25148	2026	040	District 8-Urban Interface Wildland Fire Apparatus	Vehicles - Public Safety Vehicle	0	250,000	0	0	0	0	250,000	250,000	No
28185	2026	041	District 8 VFD - New Communications Equipment	Equipment - Public Safety Equipment	0	40,000	0	0	0	0	40,000	40,000	No
38464	2026	042	EGP Purchase and Equip new Brush Truck	Vehicles - Public Safety Vehicle	109,800	100,000	0	0	0	0	209,800	100,000	No

Infrastructure Capital Improvement Plan FY 2026-2030

28445	2026	043	EGP - Training Room Furniture and Flooring	Facilities - Fire Facilities	0	60,000	0	0	0	0	60,000	60,000	No
24208	2026	044	Penasco VFD - Video Training Library	Equipment - Public Safety Equipment	0	45,000	0	0	0	0	45,000	45,000	No
19441	2026	045	Penasco VFD - Water Storage Tanks	Facilities - Fire Facilities	0	275,000	0	0	0	0	275,000	275,000	Yes
32488	2026	046	Sierra VFD #4 In Line Pressure Pump	Facilities - Fire Facilities	0	25,000	0	0	0	0	25,000	25,000	No
36115	2026	047	Sierra VFD - Station 1 Remodel and Addition	Facilities - Fire Facilities	0	1,200,000	0	0	0	0	1,200,000	1,200,000	Yes
23112	2026	048	Dunken VFD -Purchase New Office/Training Equipment	Equipment - Public Safety Equipment	0	40,000	0	0	0	0	40,000	40,000	No
39564	2026	049	St. Mary's Complex Ste D Building Renovations	Facilities - Administrative Facilities	245,000	245,000	0	0	0	0	490,000	245,000	No
29649	2026	050	Lake Arthur Joy Center Hot Truck Purchase	Facilities - Senior Facilities	0	79,000	0	0	0	0	79,000	79,000	No
28145	2026	051	Midway VFD - Urban Interface Wildland Unit	Vehicles - Public Safety Vehicle	98,838	265,000	0	0	0	0	363,838	265,000	No
40070	2026	052	Flood new Excavator	Equipment - Public Safety Equipment	0	270,000	0	0	0	0	270,000	270,000	No
42543	2026	053	Road Dept. Buffalo Valley Bridge Rehabilitation	Transportation - Highways/Roads/Bridges	0	1,750,000	0	0	0	0	1,750,000	1,750,000	No
28143	2026	054	Penasco VFD - New Communications Equipment	Equipment - Public Safety Equipment	0	20,000	0	0	0	0	20,000	20,000	No
19445	2026	055	Dunken VFD - 300 Gallon Slide-In Unit	Equipment - Public Safety Equipment	0	45,000	0	0	0	0	45,000	45,000	No
28140	2026	056	Penasco VFD - Personal Protective Equipment	Equipment - Public Safety Equipment	0	50,000	0	0	0	0	50,000	50,000	No

Infrastructure Capital Improvement Plan FY 2026-2030

23141	2026	057	Rio Felix VFD - Personal Protective Equipment	Equipment - Public Safety Equipment	0	50,000	0	0	0	0	50,000	50,000	No
28139	2026	058	Berrendo VFD - Construct New Station #2	Facilities - Fire Facilities	200,000	800,000	0	0	0	0	1,000,000	800,000	Yes
30975	2026	059	District 8 Training Equipment	Equipment - Public Safety Equipment	0	25,000	0	0	0	0	25,000	25,000	No
29654	2026	060	Chaves County Joy Center Hotshot Truck Purchases	Facilities - Senior Facilities	0	237,000	0	0	0	0	237,000	237,000	No
32473	2026	061	New Veterans Vans for SENM Transportation Network	Vehicles - Other	0	300,000	200,000	200,000	200,000	200,000	1,100,000	1,100,000	No
32478	2026	062	Rio Felix New Radio Equipment Purchase	Equipment - Public Safety Equipment	0	25,000	0	0	0	0	25,000	25,000	No
23117	2026	063	Dunken VFD - Purchase New/Used Vacuum Tanker	Vehicles - Public Safety Vehicle	405,893	350,000	0	0	0	0	755,893	350,000	No
42555	2026	064	Adult Detention Center New Parking Lot	Facilities - Public Safety Facilities	0	660,000	0	0	0	0	660,000	660,000	No
19446	2026	065	Dunken VFD - Water Well For Fire Station	Facilities - Administrative Facilities	0	180,000	320,000	0	0	0	500,000	500,000	Yes
31017	2026	066	Senior Olympics - New Truck with Trailer	Vehicles - Senior Facility Vehicle	0	65,000	0	0	0	0	65,000	65,000	No
24187	2026	067	Dunken VFD - Purchase & Equip Incident Command Veh	Vehicles - Public Safety Vehicle	0	95,000	0	0	0	0	95,000	95,000	No
35983	2026	068	Dunken VFD - All Terrain Vehicle Purchase	Equipment - Public Safety Equipment	0	45,000	45,000	0	0	0	90,000	90,000	Yes
23115	2026	069	Dunken VFD - Water Well/Water Storage Tank	Facilities - Fire Facilities	0	160,000	0	0	0	0	160,000	160,000	Yes
36120	2026	070	JOY Centers - Passenger Vehicles	Vehicles - Senior Facility Vehicle	0	350,000	350,000	350,000	350,000	0	1,400,000	1,400,000	Yes

Infrastructure Capital Improvement Plan FY 2026-2030

42588	2026	071	NM Senior Olympics Truck Purchase	Vehicles - Senior Facility Vehicle	0	300,000	300,000	300,000	300,000	300,000	1,500,000	1,500,000	No
42592	2026	072	NM Senior Olympics Utility Vehicles	Equipment - Senior Center Equipment	0	25,000	0	0	0	0	25,000	25,000	No
37173	2026	073	Joseph R. Skeen Memorial	Facilities - Arts (other than museums)	0	350,000	0	0	0	0	350,000	350,000	Yes
22124	2027	001	Courthouse Emergency Generator	Facilities - Other	0	0	800,000	0	0	0	800,000	800,000	No
36083	2027	002	Penasco VFD - Command Unit	Vehicles - Public Safety Vehicle	0	0	60,000	0	0	0	60,000	60,000	No
32490	2027	003	Sierra VFD Command Vehicle Purchase	Equipment - Public Safety Equipment	0	0	80,000	0	0	0	80,000	80,000	No
36117	2027	004	Penasco VFD - Elk Fire Station floor repairs.	Facilities - Fire Facilities	0	0	65,000	0	0	0	65,000	65,000	Yes
28146	2027	005	Midway VFD - Construct Station #3	Facilities - Fire Facilities	0	0	900,000	0	0	0	900,000	900,000	Yes
26403	2027	006	EGP VFD - Purchase New Command Unit	Equipment - Public Safety Equipment	0	0	100,000	0	0	0	100,000	100,000	No
40751	2027	007	JOY Center Fire Suppression Control Panel	Facilities - Senior Facilities	0	0	94,000	0	0	0	94,000	94,000	No
28229	2027	008	Sierra VFD Fire Engine Purchase	Vehicles - Public Safety Vehicle	0	0	475,000	0	0	0	475,000	475,000	No
31006	2027	009	Sierra VFD - Confined Space Rescue Equipment	Equipment - Public Safety Equipment	0	0	120,000	0	0	0	120,000	120,000	No
26455	2027	010	Sierra VFD - Concrete Pad/Repairs Station #3	Facilities - Fire Facilities	0	0	35,000	0	0	0	35,000	35,000	Yes
29660	2027	011	Sierra VFD Purchase new EMS Unit	Vehicles - Public Safety Vehicle	0	0	35,000	0	0	0	35,000	35,000	No
36033	2027	012	Flood- Equipment Storage Facility	Facilities - Other	0	0	350,000	0	0	0	350,000	350,000	Yes
28207	2027	013	Clerk's Voting Machine Warehouse	Facilities - Other	0	400,000	350,000	0	0	0	750,000	750,000	Yes
32489	2027	014	Sierra VFD Urban Inter-Face Wildland	Vehicles - Public Safety Vehicle	135,000	0	100,000	0	0	0	235,000	100,000	No

Infrastructure Capital Improvement Plan FY 2026-2030

Unit Purchase													
30988	2027	015	Sierra VFD - Fire Engine Purchase	Vehicles - Public Safety Vehicle	0	0	400,000	0	0	0	400,000	400,000	No
19450	2027	016	Dunken VFD - New Radio Communications Equipment	Equipment - Public Safety Equipment	0	0	300,000	0	0	0	300,000	300,000	No
40056	2027	017	Regional Mental Health Facility	Facilities - Housing-Related Cap Infrastructure	0	0	350,000	10,000,000	0	0	10,350,000	10,350,000	Yes
28183	2027	018	Dunken VFD - Urban Interface Wildland Unit	Vehicles - Public Safety Vehicle	102,831	0	127,169	0	0	0	230,000	127,169	No
41001	2027	019	Administration Center Exterior Repairs	Facilities - Administrative Facilities	0	0	230,000	0	0	0	230,000	230,000	No
26409	2027	020	Midway VFD - Personal Protective Equipment	Equipment - Public Safety Equipment	0	0	50,000	0	0	0	50,000	50,000	No
42549	2027	021	Adult Detention Center Vehicles	Vehicles - Public Safety Vehicle	0	0	150,000	150,000	150,000	150,000	600,000	600,000	No
39708	2027	022	Berrendo VFD Purchase and equip new Rescue Pumper	Vehicles - Public Safety Vehicle	0	0	725,000	0	0	0	725,000	725,000	No
33793	2027	023	Berrendo VFD Radio Communications	Equipment - Public Safety Equipment	0	0	30,000	0	0	0	30,000	30,000	No
23134	2027	024	Midway VFD - New Video Training Library	Equipment - Public Safety Equipment	0	0	50,000	0	0	0	50,000	50,000	No
38490	2027	025	Berrendo - Purchase enclosed UTV and Rehab Trailer	Equipment - Public Safety Equipment	0	0	90,000	0	0	0	90,000	90,000	No
23094	2027	026	District 8 VFD - New Fire Station Addition	Facilities - Fire Facilities	0	0	40,000	550,000	0	0	590,000	590,000	Yes
25149	2027	027	District 8 VFD - Purchase/Replace Fire Hose	Equipment - Public Safety Equipment	0	0	100,000	0	0	0	100,000	100,000	No
34873	2027	028	Midway VFD Purchase Draft Commander 3000	Equipment - Public Safety Equipment	0	0	90,000	0	0	0	90,000	90,000	No

Infrastructure Capital Improvement Plan FY 2026-2030

30976	2027	029	District 8 New Fire Engine	Vehicles - Public Safety Vehicle	439,814	0	100,000	0	0	0	539,814	100,000	No
38494	2027	030	Berrendo VFD Repair and Chip Seal of parking lots.	Facilities - Fire Facilities	0	0	250,000	0	0	0	250,000	250,000	No
19358	2027	031	EGP VFD - Purchase New Thermal Imaging Camera	Equipment - Public Safety Equipment	0	0	45,000	0	0	0	45,000	45,000	No
24188	2027	032	EGP VFD - New Skid Unit for Fire/EMS Mule	Equipment - Public Safety Equipment	0	0	35,000	0	0	0	35,000	35,000	No
35974	2027	033	Chaves Co Sheriff's Office Fitness Equipment	Equipment - Other	0	0	35,000	35,000	0	0	70,000	70,000	No
26407	2027	034	EGP VFD - New Communications Equipment	Equipment - Public Safety Equipment	0	0	50,000	0	0	0	50,000	50,000	No
35824	2027	035	EGP VFD Batteries for Hurst Equipment	Equipment - Other	0	0	100,000	0	0	0	100,000	100,000	No
32604	2027	036	Rio Felix VFD Urban Inter-face Wildland Unit	Vehicles - Public Safety Vehicle	113,534	0	30,000	0	0	0	143,534	30,000	No
28141	2027	037	Penasco VFD - Urban Interface Wildland Unit	Vehicles - Public Safety Vehicle	104,888	0	345,112	0	0	0	450,000	345,112	No
34898	2027	038	Rio Felix VFD Purchase new Wildland PPE	Equipment - Public Safety Equipment	0	0	50,000	0	0	0	50,000	50,000	No
24210	2027	039	Rio Felix VFD - New Urban Interface Brush Unit	Vehicles - Public Safety Vehicle	104,888	0	100,000	0	0	0	204,888	100,000	No
23113	2027	040	Dunken VFD - Purchase New Fire Hose/Couplings	Equipment - Public Safety Equipment	0	0	30,000	0	0	0	30,000	30,000	No
23116	2027	041	Dunken VFD - Hydraulic Rescue Equipment	Equipment - Public Safety Equipment	0	0	70,000	0	0	0	70,000	70,000	No
32586	2027	042	JOY Center - Midway Improvements	Facilities - Senior Facilities	0	0	160,000	0	0	0	160,000	160,000	No

Infrastructure Capital Improvement Plan FY 2026-2030

31161	2027	043	Roswell JOY Center Walk-In Refrigerator/Freezer	Facilities - Senior Facilities	0	0	70,000	0	0	0	70,000	70,000	No
29648	2027	044	Roswell Joy Center Air Conditioner Replacement	Facilities - Senior Facilities	0	0	100,000	0	0	0	100,000	100,000	No
32591	2027	045	JOY Center - Lake Arthur Roof and Equipment	Facilities - Senior Facilities	0	0	50,000	0	0	0	50,000	50,000	No
42482	2027	046	Midway JC Hot Shot Truck Purchase	Vehicles - Senior Facility Vehicle	0	0	79,000	0	0	0	79,000	79,000	No
42491	2027	047	Hagerman Joy Center Hot Shot Truck Purchase	Vehicles - Senior Facility Vehicle	0	0	79,000	0	0	0	79,000	79,000	Yes
35992	2027	048	Midway VFD Electric Extrication Tools	Equipment - Public Safety Equipment	0	0	150,000	0	0	0	150,000	150,000	No
33769	2028	001	Senior Olympics - Transit Van Purchase	Vehicles - Senior Facility Vehicle	0	0	0	70,000	0	0	70,000	70,000	No
35995	2028	002	Midway VFD - Purchase Mobile Fire Pump Tester.	Equipment - Public Safety Equipment	0	0	0	100,000	0	0	100,000	100,000	No
38469	2028	003	EGP Purchase and Equip new Pumper	Vehicles - Public Safety Vehicle	462,080	0	0	488,000	0	0	950,080	488,000	No
34843	2028	004	Sierra VFD New Physical Fitness Equipment	Equipment - Public Safety Equipment	0	0	0	25,000	0	0	25,000	25,000	No
36082	2028	005	Penasco VFD - New Water Tanker	Vehicles - Public Safety Vehicle	0	0	0	600,000	0	0	600,000	600,000	No
33783	2028	006	Berrendo VFD Engine upgrade	Equipment - Public Safety Equipment	0	0	0	75,000	0	0	75,000	75,000	No
26471	2028	007	Road Dept - McGaffey Road Pavement Preservation	Transportation - Highways/Roads/Bridges	0	0	0	530,000	500,000	0	1,030,000	1,030,000	Yes
37483	2028	008	Flood Control STORMX Netting Trash Traps	Water - Storm/Surface Water Control	0	0	0	100,000	0	0	100,000	100,000	No
24186	2028	009	Dunken VFD - Purchase Rescue Air Bags & Equipment	Equipment - Public Safety Equipment	0	0	0	70,000	0	0	70,000	70,000	No

Infrastructure Capital Improvement Plan FY 2026-2030

34841	2028	010	Sierra VFD New EMS Vehicle	Vehicles - Public Safety Vehicle	0	0	0	55,000	0	0	55,000	55,000	No
34840	2028	011	Sierra Sta. 2 Concrete Pad	Facilities - Fire Facilities	0	0	0	50,000	0	0	50,000	50,000	No
19360	2028	012	EGP VFD - Purchase Training Equipment	Equipment - Public Safety Equipment	0	0	0	50,000	0	0	50,000	50,000	No
26451	2028	013	Sierra VFD - New Fire Engine	Vehicles - Public Safety Vehicle	0	0	0	500,000	0	0	500,000	500,000	No
30994	2028	014	Sierra VFD - Personal Protective Equipment	Equipment - Public Safety Equipment	0	0	0	30,000	0	0	30,000	30,000	No
32603	2028	015	Dunken VFD - Urban Interface Wildland Unit #3	Vehicles - Public Safety Vehicle	113,534	0	0	300,000	0	0	413,534	300,000	No
32484	2028	016	Sierra VFD Drill New Water Well for Station #3	Facilities - Fire Facilities	0	0	0	65,000	0	0	65,000	65,000	No
41011	2028	017	Administration Center LED Lighting Upgrade	Facilities - Administrative Facilities	0	0	0	80,000	0	0	80,000	80,000	No
33782	2028	018	Berrendo VFD - New Skid Unit	Equipment - Public Safety Equipment	0	0	0	65,000	0	0	65,000	65,000	No
35823	2028	019	EGP VFD Rebuild Water Tanker	Vehicles - Public Safety Vehicle	0	0	0	200,000	0	0	200,000	200,000	No
19429	2028	020	Midway VFD - Water Well/Water Storage Tanks	Facilities - Fire Facilities	0	0	0	480,000	0	0	480,000	480,000	Yes
35994	2028	021	Midway VFD - SCBA Fill Station	Equipment - Public Safety Equipment	0	0	0	150,000	0	0	150,000	150,000	No
26428	2028	022	Berrendo VFD - New Water Tanker	Equipment - Public Safety Equipment	0	0	0	725,000	0	0	725,000	725,000	No
38461	2028	023	Regional Landfill	Other - Landfills	0	0	0	4,750,000	5,300,000	0	10,050,000	10,050,000	Yes
41008	2028	024	Sheriff's Office Hagerman Sub-Station Improvements	Facilities - Other	0	0	0	120,000	0	0	120,000	120,000	No
38489	2028	025	Flood Control - Wash Pad	Facilities - Other	0	0	0	50,000	0	0	50,000	50,000	No

Infrastructure Capital Improvement Plan FY 2026-2030

23106	2028	026	District 8 VFD - New/Used Water Tender	Vehicles - Public Safety Vehicle	0	0	0	350,000	0	0	350,000	350,000	No
41004	2028	027	Road Dept. Facility Improvements	Facilities - Other	0	0	0	550,000	0	0	550,000	550,000	No
29670	2028	028	Penasco Command Unit Purchase	Equipment - Public Safety Equipment	0	0	0	60,000	0	0	60,000	60,000	No
34839	2028	029	Sierra VFD Station Remodel	Facilities - Fire Facilities	0	0	0	600,000	0	0	600,000	600,000	Yes
32596	2028	030	JOY Center Lake Arthur Remodel/Repair	Facilities - Senior Facilities	0	0	0	160,000	0	0	160,000	160,000	No
42479	2028	031	Roswell Joy Center Patio Renovations	Equipment - Senior Center Equipment	0	0	0	80,000	0	0	80,000	80,000	No
42480	2028	032	Roswell Joy Center Door Replacement	Equipment - Senior Center Equipment	0	0	0	40,000	0	0	40,000	40,000	No
42483	2028	033	Midway Joy Center Handi-van	Vehicles - Senior Facility Vehicle	0	0	0	80,000	0	0	80,000	80,000	No
42490	2028	034	Midway Joy Center Exterior Repairs	Facilities - Senior Facilities	0	0	0	160,000	0	0	160,000	160,000	Yes
42492	2028	035	Hagerman Joy Center Parking Lot Improvements	Facilities - Senior Facilities	0	0	0	86,000	0	0	86,000	86,000	No
34973	2028	036	Hagerman Joy Center Handi Van	Vehicles - Senior Facility Vehicle	0	0	0	80,000	0	0	80,000	80,000	No
32491	2028	037	Sierra VFD New Asphalt Training Pad	Facilities - Fire Facilities	0	0	0	50,000	0	0	50,000	50,000	No
40060	2028	038	Road Dept. Exterior Painting Upgrades	Facilities - Administrative Facilities	0	0	0	68,000	0	0	68,000	68,000	No
22108	2028	039	Road Dept -West Berrendo Rd. Pavement Preservation	Transportation - Highways/Roads/Bridges	0	0	0	531,250	531,250	506,250	1,568,750	1,568,750	Yes
40072	2029	001	Flood Control new Cat Bulldozer	Vehicles - Public Safety Vehicle	0	0	0	0	55,000	0	55,000	55,000	No
40071	2029	002	Flood new Auto Car Transport	Vehicles - Public Safety Vehicle	0	0	0	0	88,000	0	88,000	88,000	No
42594	2029	003	Facility Maintenance Roof Replacement	Facilities - Administrative Facilities	0	0	0	0	135,000	0	135,000	135,000	No
41010	2029	004	Facility Maintenace Equipment	Equipment - Other	0	0	0	0	210,000	0	210,000	210,000	No
				Facilities - Administrative Facilities									No

Infrastructure Capital Improvement Plan FY 2026-2030

31020	2029	005	Senior Olympics - Office Equip and Furnishings		0	0	0	0	60,000	0	60,000	60,000	
41039	2029	006	Courthouse LED Lighting Upgrade	Facilities - Administrative Facilities	0	0	0	0	110,000	0	110,000	110,000	No
41041	2029	007	Facility Maintenance Improvement	Facilities - Administrative Facilities	0	0	0	0	500,000	0	500,000	500,000	No
19355	2029	008	EGP VFD - Purchase Haz-Mat Equipment	Equipment - Public Safety Equipment	0	0	0	0	40,000	0	40,000	40,000	No
19359	2029	009	EGP VFD - Construct New Main Station 3	Facilities - Fire Facilities	0	0	0	0	1,200,000	0	1,200,000	1,200,000	Yes
25147	2029	010	District 8 - Upgrade Office Furniture & Equipment	Equipment - Public Safety Equipment	0	0	0	0	45,000	0	45,000	45,000	No
22115	2029	011	Rio Felix VFD - Search & Rescue ATVs	Vehicles - Public Safety Vehicle	0	0	0	0	25,000	25,000	50,000	50,000	Yes
32601	2029	012	Midway Water Tender	Vehicles - Public Safety Vehicle	437,102	0	0	0	275,000	0	712,102	275,000	No
33785	2029	013	Berrendo VFD Personal Protective Equip.	Equipment - Public Safety Equipment	0	0	0	0	55,000	0	55,000	55,000	No
28188	2029	014	Dunken VFD - Urban Interface Wildland Unit #2	Vehicles - Public Safety Vehicle	102,831	0	0	0	127,169	0	230,000	127,169	No
34848	2029	015	Sierra VFD Rescue Truck Purchase	Vehicles - Public Safety Vehicle	0	0	0	0	250,000	0	250,000	250,000	No
34849	2029	016	Sierra VFD New Air Packs and Bottles	Equipment - Public Safety Equipment	0	0	0	0	50,000	0	50,000	50,000	No
28419	2029	017	Sierra VFD New Fire Engine	Vehicles - Public Safety Vehicle	439,814	0	0	0	175,000	0	614,814	175,000	No
32502	2029	018	Sierra VFD Physical Fitness Equip. Purchase	Equipment - Other	0	0	0	0	25,000	0	25,000	25,000	No
34844	2029	019	Sierra VFD New 105' Aerial Ladder Truck	Vehicles - Public Safety Vehicle	0	0	0	0	1,500,000	0	1,500,000	1,500,000	No
34845	2029	020	Sierra VFD Station 3 Remodel Expansion	Facilities - Fire Facilities	0	0	0	0	150,000	0	150,000	150,000	No

Infrastructure Capital Improvement Plan FY 2026-2030

22107	2029	021	Road - West Country Club Rd. Pavement Preservation	Transportation - Highways/Roads/Bridges	0	0	0	0	3,118,750	0	3,118,750	3,118,750	Yes
38459	2029	022	Regional Events Center	Facilities - Convention Facilities	0	0	0	0	4,750,000	5,300,000	10,050,000	10,050,000	Yes
35978	2029	023	CCSO Purchase 125 KVA Generator	Equipment - Public Safety Equipment	0	0	0	0	150,000	0	150,000	150,000	No
24194	2029	024	EGP VFD - Recertification of SCBA	Equipment - Public Safety Equipment	0	0	0	0	30,000	0	30,000	30,000	No
31086	2029	025	Penasco VFD - Slide In Unit	Equipment - Public Safety Equipment	0	0	0	0	50,000	0	50,000	50,000	No
41092	2030	001	EGP VFD Purchase of an Air Boat	Equipment - Public Safety Equipment	0	0	0	0	0	250,000	250,000	250,000	No
26405	2030	002	EGP VFD -Drill Water Well & Pressurized Water Tank	Facilities - Fire Facilities	0	0	0	0	0	600,000	600,000	600,000	Yes
40069	2030	003	Flood Dept. new Dump Trucks	Vehicles - Public Safety Vehicle	0	0	0	0	0	470,000	470,000	470,000	No
40982	2030	004	Flood Commision Carports	Other - Other	0	0	0	0	0	15,500	15,500	15,500	No
38487	2030	005	Flood -compact multi terrain loader	Equipment - Public Safety Equipment	0	0	0	0	0	150,000	150,000	150,000	No
19381	2030	006	Rio Felix VFD - New Fire Station	Facilities - Fire Facilities	0	0	0	0	0	650,000	650,000	650,000	Yes
24184	2030	007	Dunken VFD - Fuel Pump/Supply System	Facilities - Fire Facilities	0	0	0	0	0	250,000	250,000	250,000	No
19451	2030	008	Dunken VFD - Self-Contained Breathing Apparatus	Equipment - Public Safety Equipment	0	0	0	0	0	45,000	45,000	45,000	No
34874	2030	009	Midway VFD Purchase new Data Tracking System	Equipment - Public Safety Equipment	0	0	0	0	0	100,000	100,000	100,000	No
35996	2030	010	Midway VFD Elevated Stream Apparatus	Vehicles - Public Safety Vehicle	100,000	0	0	0	0	1,300,000	1,400,000	1,300,000	No
33798	2030	011	Berrendo VFD New 105' Aerial Ladder Truck	Equipment - Public Safety Equipment	0	0	0	0	0	1,250,000	1,250,000	1,250,000	No

Infrastructure Capital Improvement Plan FY 2026-2030

34851	2030	012	Sierra VFD New Fire Engine Purchase	Vehicles - Public Safety Vehicle	350,000	0	0	0	0	100,000	450,000	100,000	No
34852	2030	013	Sierra VFD New Command Vehicle Purchase	Vehicles - Public Safety Vehicle	0	0	0	0	0	80,000	80,000	80,000	No
34853	2030	014	Sierra VFD New Communications Equipment	Equipment - Public Safety Equipment	0	0	0	0	0	50,000	50,000	50,000	No
34854	2030	015	Sierra VFD Dive Team Boat	Vehicles - Public Safety Vehicle	0	0	0	0	0	60,000	60,000	60,000	No
30981	2030	016	Sierra VFD New Water Tender	Vehicles - Public Safety Vehicle	0	0	0	0	0	500,000	500,000	500,000	No
42567	2030	017	St. Mary's Complex Roof Replacement	Facilities - Public Safety Facilities	0	0	0	0	0	555,000	555,000	555,000	No
42568	2030	018	Midway Joy Center Construction	Facilities - Senior Facilities	0	0	0	0	0	1,234,000	1,234,000	1,234,000	No
42569	2030	019	Administration Parking Lot Improvements	Facilities - Administrative Facilities	0	0	0	0	0	53,000	53,000	53,000	No

Number of projects: 204

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	11,983,578	25,458,692	10,844,281	25,553,250	21,750,168	16,013,750	111,603,720	99,620,136

Proposed Chaves County TOP 6 Priority Projects for 2025-2029

Project #	State		Agency Project	Year	County		Funded	Amount not
	Rank				Rank	To Date	Yet Funded	
34816	1	Facility Maintenance	Chaves Co. Cooperative Extension Building	2025	1		\$0.00	\$900,000.00
35938	2	Facility Maintenance	Pecos Valley Dispatch and Emergency Services	2025	2		\$400,000.00	\$1,200,000.00
40931	3	Flood Commission	Flood Commission - Macho Draw Flood Diversion Reno/Rpr	2025	3		\$937,500.00	\$500,000.00
41003	4	Facility Maintenance	Chaves Co. Courthouse Roof Replacement	2025	4		\$0.00	\$500,000.00
37412	5	Facility Maintenance	Chaves Co. St. Mary's Complex Parking Lots	2025	5		\$0.00	\$270,000.00
37413	6	Facility Maintenance	Chaves Co. Admin. Center Concrete Repairs	2025	6		\$0.00	\$300,000.00

Proposed Chaves County TOP 10 Priority Projects for 2026-2023

Project#	State		Agency Project	Year	County		Funded to date	Amount not
	Rank				Rank	Yet funded		
34816	1	Facility Maintenance	Cooperative Extension Building	2026	1		\$0.00	\$960,000.00
42550	2	Adult Detention	Security Upgrades	2026	2		\$0.00	\$200,000.00
41003	3	Facility Maintenance	Courthouse Roof Replacement	2026	3		\$0.00	\$530,000.00
26464	4	Facility Maintenance	Cultural Plaza	2026	4		\$2,301,345.00	\$400,000.00
40059	5	Facility Maintenance	Courthouse Hydrolic Heating and Cooling System	2026	5		\$0.00	\$200,000.00
42546	6	Public Services	Mountain View Road Improvements	2026	6		\$0.00	\$600,000.00
37413	7	Facility Maintenance	Administration Center Entrance Concrete Repairs	2026	7		\$0.00	\$300,000.00
28244	8	Road	Road Dept. - Caddo Rd. Bridge Rehabilitation	2026	8		\$0.00	\$350,000.00
40998	9	Facility Maintenance	Chaves Co. Courthouse Elevator #6 Upgrade	2026	9		\$0.00	\$350,000.00
38488	10	Flood Commission	Flood Commission - Fuel Island	2026	10		\$0.00	\$400,000.00

AGENDA ITEM: 2

Permission to advertise a Notice of Public Hearing. To Amend the Chaves County Building Code Ordinance #60

MEETING DATE: June 13, 2024

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Planning and Zoning Department

ACTION REQUESTED: Permission to advertise a Notice of Public Hearing for Amendments to the Chaves County Building Code Ordinance #60.

ITEM SUMMARY:

A notice shall be published one time in the Roswell Daily Record at least two weeks prior to the public hearing and shall contain the date, time, location of the public hearing, title of the Ordinance and general summary of the proposed amendments, per 4-37-7 NMSA.

SUMMARY BY: Louis Jaramillo

TITLE: Planning and Zoning Director

AGENDA ITEM: 3
MEETING DATE: June 13, 2024

Case Z 2024-01 A Variance of 3 ft. to the required 25 ft. side yard setback.

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Planning and Zoning Department

ACTION REQUESTED: To approve or deny a Variance of 3 ft. to the required 25 ft. side yard setback requirement.

ITEM SUMMARY:

Michael Garcia, owner and occupant, of 350 Pinto Street is requesting a Variance of 3 ft. to the required 25 ft. side yard setback requirement per Article VII, Section 1. A.2. The property is more than five acres in size and is located at the west end of Pinto Street which is a part of the Pecos Valley Hagerman Subdivision #3. A boundary survey was conducted by Harcrow Surveying in March 2024. The manufactured home was delivered and set by the manufactured home delivery service sometime between February and April of 2024. Mr. Garcia has stated he was not present when the home was delivered and set.

Mr. Garcia stated he did not recall being informed of the setback requirements. Staff did inform Mr. Garcia of the required setbacks when he turned in his application for a manufactured home placement permit in February 2024. Staff did fail to mark the setback information on his site plan and application, however the required setback information was clearly stated on the subdivision plat that Mr. Garcia attached to his application and site plan.

The placement error was found by the neighbor, Henry Ford and reported to staff in late May. Staff confirmed Mr. Ford's findings and informed Mr. Garcia, who also confirmed the placement error. Mr. Ford's protested the variance both in writing and at the P&Z Commission meeting. Due to Mr. Ford's protest, the variance must be approved by a two-third vote of all the Commissioners, per Article 1, Section 5.I.4.

Per Article I, Section 5.H.10 the Board shall consider a variance at a public hearing, the property owner must show an exception situation, condition and hardship and the Board must determine if the variance: 1) would be injurious to the public health or safety; 2) would affect the use or value of the adjacent properties in an adverse manner; 3) that the need is peculiar to the property; 4) there is an exceptional and undue hardship; 5) that granting the variance is within the spirit, intent, purpose and general plan of the Zoning Ordinance.

On June 4, 2024 the Planning and Zoning Commission recommended Approval of case Z2024-01 by a vote of 4-0 based on Findings of Fact 1-3 as stated in Staff's Report.

This variance must be approved by a two-third vote of all the Commissioners. Staff is in favor of the Variance.

SUPPORT DOCUMENTS: Staff Report, Application, Deed, P&Z Commission drafted minutes, Mr. Garcia's Site Map, Boundary and subdivision survey, Mr. Ford's protest letter and aerial photo of the site area.

SUMMARY BY: Louis Jaramillo

TITLE: Planning and Zoning Director

STAFF'S REPORT

CASE # Z 2024-01

The Michael Garcia is requesting a Variance of 3 ft. to the required 25 ft. side yard setback requirement for his new manufactured home located at 350 Pinto Street. The manufactured home was delivered and set by the manufactured home delivery service sometime between February and April of 2024. Soon after, Mr. Ford (neighbor to the east) called to inform staff that the new manufactured home was 22 ft. from their common property line. Staff went out to the site and confirmed the distance. Staff informed Mr. Garcia of the issue and informed him of two possibilities that would correct the matter. 1) Move the manufactured home to the west 3 ft. or 2) Request a variance. The manufactured home is connected to all utilities and is currently occupied by Mr. Garcia and family.

Mr. Garcia was informed by staff of the required setbacks upon his application for a manufactured home placement permit in February 2024, however staff did fail to mark the information on his site plan and application. Mr. Garcia has stated he was not informed of the setback requirements. The required setback is clearly stated on the subdivision plat that Mr. Garcia attached to his application and site plan.

The property is more than five acres in size and is located at the west end of Pinto Street in the Pecos Valley Hagerman Subdivision #3. A boundary survey was conducted by Harcrow Surveying in March 2024. The property corners are clearly marked with lathe and flagging, and a new fence is being constructed along the property line.

Staff was informed that Mr. Garcia's septic tank and system are located between the new manufactured home and the property line. Staff contacted the New Mexico Environment Department and was notified that the septic tank was located in between the home and the property and that it is in compliance with their regulations (see email from Carrie Krebiot, Staff Manager). A 10 ft. utility easement along said property line is noted in the subdivision plat. Staff has informed the NMED that the septic system may be encroaching this easement. County Staff does not enforce placement location of septic systems.

The setback requirements for residential development were set in 1981 with enactment of the Chaves County Zoning Ordinance No.7. Setback requirements are normally created to set a common distance from roads and property lines. A setback distance usually has some type of reasoning, such as Fire Code requirement of 3 ft. between home and property line. Staff has not found a reason for the 25 ft. requirement.

Section 5.H.10 of Article I of the Chaves County Zoning Ordinance No. 7 states:

1. Every property owner within the jurisdiction of the Chaves County, New Mexico Zoning Ordinance shall have the right to apply to the Board of Chaves County Commissioners for a variance from the Chaves County, New Mexico Zoning Ordinance when the property owner can show an exceptional situation or condition relating to the property such that the strict enforcement of the zoning ordinance would constitute an unreasonable hardship upon the owner of such property.

2. Prior to granting any variance from the Chaves County, New Mexico Zoning Ordinance, the Board of Chaves County Commissioners shall hold a public meeting and shall determine that:
 - a. the granting of the variance will not be injurious to the public health, safety, morals, and general welfare of the community;
 - b. the use or value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner;
 - c. the need for the variance arises from some condition peculiar to the property involved and such condition is not due to the general conditions of the neighborhood;
 - d. the strict application of the terms of the Ordinance from which the variance is sought would result in peculiar and exceptional and undue hardship upon the owner of such property; and
 - e. that the granting of the variance would be within the spirit, intent, purpose, and general plan of the Chaves County, New Mexico Zoning Ordinance.

.Findings of Fact:

1. The granting of this variance;
 - a. Will not be injurious to the public's health, safety, morals, or general welfare; and
 - b. Will not substantially affect the use or value of the adjacent properties in any manner; and
 - c. Would provide relief to Mr. Garcia's peculiar and exceptional hardship created by the manufactured home delivery service's placement of the home; and
 - d. Would be within the spirit, intent, purpose and general plan of the Ordinance.
2. Owners' within 600 feet of the proposed Variance have been notified by certified mail of this public hearing. Staff received one protest letter from the adjacent property owner, Henry Ford.
3. Staff has published this public hearing item in the local newspaper 15 days prior to this public hearing, per NM State Open Meeting Act.



ROSWELL- CHAVES COUNTY ETZ/ CHAVES COUNTY ZONING APPLICATION

Case Number: Z2024-001 Date Received: 5-17-24 Fee: 300⁰⁰

Type of Request: Rezoning Special Use Variance Change of Use

Owner's Name: Michael and Tony Garcia

Mailing Address: P.O. Box 402 Hagerman NM, 88232
 Phone Number: 575-420-7925

Agent's Name: _____
 Mailing Address: _____
 Phone Number: _____

Roswell-Chaves County ETZ Chaves County

Case Address: 350 Pinto St.

Legal Description: Subd. Pecos Valley Hagerman 3 Block: 7 Lot: 1 BK 748 PG 1863 wDST

Parcel Number: 1145082286426000000

Present Land Use: Residential

Intended Land Use: Residential

Present Zoning: Aq. Res Requested Zoning: _____

Reason for Requested: (Attach Letter if necessary) 3 ft. variance to the required 25 ft. side, interior, lot line setback requirement. Article VII Section 1, A.1.d.2

PLEASE INCLUDE ALL DEVELOPMENT PLANS, SITE PLANS, AND /OR BUSINESS PLANS

I ACKNOWLEDGE THAT I HAVE BEEN INFORMED OF THE DATES, TIMES, AND LOCATIONS OF THE PUBLIC HEARINGS FOR WHICH I OR MY AGENT SHALL ATTEND IN ORDER TO FULFILL THE REQUIREMENTS OF THIS APPLICATION.

Michael Garcia
 Owner's Signature

5-10-2024
 Date

2022 Deadline May 20th
 Meeting June 4th

WARRANTY DEED - New Mexico Statutory Form
Approved by State Comptroller as Standard Form
(Rev 9/93)

WARRANTY DEED (Joint Tenants)

TONY J. GARCIA as Personal Representative of the ESTATE OF MARTIN B. GARCIA

for NO consideration paid, grants to TONY J. GARCIA, a married man dealing in his sole and separate property and his son MICHAEL GARCIA, a single man dealing in his sole and separate property, as Joint Tenants and with rights of survivorship whose address is

P. O. Box 402 Hagerman, New Mexico 88232

the following described real estate in CHAVES County, New Mexico

SUBDIVISION: Pecos Valley Hagerman 3

Block 7, Lot 1

BOOK: 298; PAGE: 292 QCD

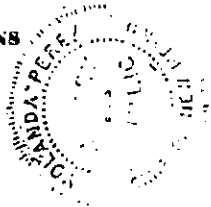
WITNESS my hand and seal this 10th day of JULY 2015

Tony J. Garcia (SEAL)
BY: TONY J. GARCIA
As Personal Representative of the Estate of MARTIN B. GARCIA, SR.

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO)
County of CHAVES)

The foregoing instrument was acknowledged before me this 10th day of JULY, 2015 by TONY J. GARCIA (As Personal Representative of the Estate of MARTIN B. GARCIA, SR.)



My Commission Expires: 12-11-2018

Andrea Perez
Notary Public

ACKNOWLEDGMENT - Corporation (Short Form)

STATE OF NEW MEXICO)
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ President of _____ corporation by _____ a _____ of _____ on behalf of said corporation.

My Commission Expires: _____

Notary Public



STATE OF NEW MEXICO, COUNTY OF CHAVES
FILE FOR RECORD JUL 10, 2015 AT 11:54 O'CLOCK AM
Receipt Number: 381877 Fee: \$10.00
Book 00748 Page 01863 Page 1
To Whom Returned: TONY GARCIA
WILL PICK UP

County Clerk
Deputy
Fees \$
JRN TO
COUNTY CLERK

Dave Kunko, County Clerk

By *Betty Spear* Deputy

Chaves County		PLANNING & ZONING COMMISSION
June 4, 2024	Meeting Minutes	Created by A. Conde

Member present:

Andy Morley- Chairman
 Mark Lewis - commissioner
 Valli West - commissioner
 Brian Archuleta - commissioner

Guest present:

Micheal Garcia- Applicant
 Tony Garcia- Applicant
 Henry Ford

Staff present:

Louis Jaramillo- Director
 Richard Gutierrez- assistant
 Adina conde- admin assistant

The Regular Meeting of the Chaves County Planning & Zoning Commission was held in the Commission Chambers at the Chaves County Administrative Center on June 4, 2024, beginning at 5:30 PM.

Minutes:

Commissioner Archuleta made a motion to approve the **December 3, 2023**, meeting minutes with a correction of his first name, **Commissioner West** seconded the motion. The motion passed unanimously.

New business:

Election of officers

Commissioner Lewis made the motion to keep the current officers as is. **Commissioner Archuleta** seconded the motion. **Andy Morley** remains chairman and **Dale Rogers** remains vice chairman. The motion passed unanimously.

Resolution Z 2024-01 Public Meeting Act

Commissioner Archuleta Made the motion to approved. **Commissioner West** second the motion. The motion passed unanimously.

Case Z 2024-01

Mr. Jaramillo read the staff report, summarizing the details of case Z 2024-01. He noted staff corrected Mr. Garcia's address after an error was discovered with GIS and the address number in the Staff Report was incorrect. Also, he noted the protest letter from the neighbor, Henry Ford, was placed before them. Finally, he noted Mr. Garcia's manufactured home placement permit application, site plan, and additional documentation were set before them, as well.

Mr. Jaramillo mentioned that the rationale behind the 25-foot setback is unclear, but it aligns with the five-acre requirement for "elbow room." Staff considered several factors before recommending the variance, such as public health, safety, and the general welfare of the community. They concluded that the variance would not negatively impact adjacent properties and granting it would alleviate the undue hardship on Mr. Garcia due to the delivery service error. He stated the surrounding owners were notified, and the case was published as a public meeting in the local newspaper 15 days prior.

Chairman Morley asked Mr. Jaramillo, what was New Mexico State Statute 47-1-4, which states that easements cannot be changed or expanded to create additional burdens.

Mr. Jaramillo stated that statute is dealing with easements and not setback requirements. He noted that the Pecos Valley Hagman Subdivision #3 plat indicates a 10-foot utility easement on either side of the property line between Mr. Garcia and Mr. Ford. He stated that this easement may have been encroached on by Mr. Garcia's septic system, which is an issue for the NM Environmental Department to address. Staff will be informed NMED of this potential encroachment.

Chairman Morley invited anyone to speak in favor of the variance request, specifically asking Mr. Garcia to approach the podium.

Michael Garcia presented his case to the commissioners. He stated he lives at 350 Pinto St. in Hagerman, NM. He explained that he bought his home during a time of high interest rates. He stated he planned to place the home near the already existing electric pole and water source. He admitted that he relies on written instructions, similar to how he operates at work with sticky notes in his workshop. He stated he would not have gone against the regulations if he had known, as paying out of pocket causes more problems, as it has now. Mr. Garcia concluded by saying he acted based on what was approved and signed off.

Commissioner Lewis asked if he was present when the company delivered the home and if he provided instructions on where to place it.

Mr. Garcia stated that he was at work during the delivery and that he did give instructions on where the mobile home should be placed.

Chairman Morley inquired whether there was a well on the property or if Mr. Garcia relied on Farnborough water.

Mr. Garcia relied Farnborough water.

Commissioner Lewis recognized the mistake but noted where does the Commission draw the line.

Chairman Morley stated he understood Mr. Ford’s concerns but stated the difference of three feet is minimal. He empathized with Mr. Garcia’s request stating it seems unreasonable to move the home 3 feet.

Chairman Morley asked Mr. Ford what far is his house from the property line.

Mr. Ford stated 125 feet.

Commissioner Lewis asked Mr. Ford if Mr. Garcia’s house was causing any harm.

Mr. Ford stated no but he was going by the law and the law requires 25 ft.

Commissioner Lewis asked Mr. Ford how he’d feel if he were in Mr. Garcia's shoes, and he had to request moving his manufactured home three feet.

Chairman Morley noted that he personally viewed the addition of the manufactured home as a beautification to the neighborhood.

Tony Garcia, co-owner of the property and father of Mr. Garcia, expressed disappointment and that despite his best efforts to maintain good relations with Mr. Ford, issues continue to rise up.

Discussion ensued about being neighborly.

Mr. Ford stepped forward and acknowledged his past issue with Tony Garcia, including trespassing and court-ordered meetings. He emphasized his adherence to the law, stating his involvement with law enforcement and his CCTV business. Mr. Ford expressed his concern about the placement of the Mr. Garcia’s septic system in the 10 ft. utility easement. He stated despite his concerns, he would accept the decision of the commission.

Discussion ensued about variance requirements and past variance applications

Commissioner Archuleta noted the placement of the home should have been verified by Mr. Garcia and staff and that the delivery service made an honest mistake which warrants leniency.

Commissioner Archuleta made a motion to recommend approval of Case Z 2024-01, including Findings of Fact 1 through 3. **Commissioner Lewis** seconded the motion. The motion passed by a vote of 4-0.

Approved this _____ day of _____, 2024.

Chairperson/Commissioner

Attest

**ARTICLE VII
RESIDENTIAL – ZONES A AND B**

Section 1 RESIDENTIAL – ZONES A AND B

A. Use Regulations

1. Permitted Uses

a. Principal

1. Single family dwelling.

b. Accessory

1. Accessory buildings or structures for use as garage, storage, recreation; for livestock and poultry and other incidental uses.
2. Accessory building or accessory living quarters for use as guest house or domestic servants quarters. Accessory living quarters for only one (1) family may be provided on each lot, and may not be for rent, for lease, or for sale separated from the principal use, or for use involving the conduct of a business.
3. Home occupation conforming to the following conditions:
 - (a) not more than one person outside of the family shall be employed in a home occupation.

c. Height regulations. No building shall exceed the FAA height regulations.

d. Area regulations.

1. Front yard.

- (a) There shall be a front yard having a depth of not less than forty (40) feet from a line that is:
 - (1) fifty (50) feet from a section line;
 - (2) forty (40) feet from a half-section line;
 - (3) thirty (30) feet from the center line on any roads.

2. Side Yard. A side yard of at least twenty-five (25) feet.

3. Rear Yard. There shall be a rear yard having a depth of not less than forty (40) feet.

4. Exploration. Oil and gas exploration as a special use as approved by the Ordinance Enforcement Officer.

- c. the need for the variance arises from some condition peculiar to the property involved and such condition is not due to the general conditions of the neighborhood and is not for monitor gains and/or to resolve a self-imposed hardship;
 - d. the strict application of the terms of this Ordinance from which the variance is sought would result in a peculiar, exceptional and undue hardship upon the owner of such property; and
 - e. that the granting of the variance would be within the spirit, intent, purpose, and general plan of this Ordinance.
3. Absent of showing extreme hardship or a complete loss of financial benefit in the property, the Chaves County Board of Commissioners shall not approve a request for a variance where the applicant purchased the property after the effective date of this Ordinance and the condition requiring for the variance was in existence at the time of the purchase.

Section 6 ORDINANCE ENFORCEMENT OFFICER

A. Duties

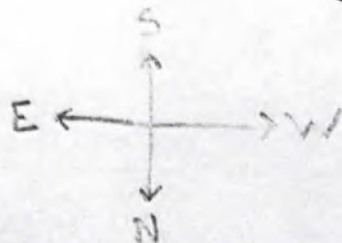
- 1. The Ordinance Enforcement Officer's duties shall include, but not be limited to, seeing that the requirements of this Ordinance, regulations, master plans, land use plans, or land use permit systems are carried out and enforced.
- 2. The Ordinance Enforcement Officer who shall also be known and referred to as "Code Enforcement Officer", shall maintain an office from which to supply the public with information about the various regulations, ordinances, etc.
- 3. Said Officer shall issue Land Use Permits, make inspections, and carry out other duties of the office as directed by the Chaves County Board of Commissioners. A copy of each permit issued shall be furnished to the Chaves County Tax Assessor.
- 4. Rules for carrying into effect the provisions of this Ordinance must be consistent with this Ordinance, and subject to review and approval of the Chaves County Board of Commissioners.

B. Authority

- 1. Said Officer, or authorized representatives, shall have the authority to enter upon the premises for the purposes of inspection, provided, however, that no building shall be entered without the consent of the owner or occupant or unless properly authorized.
- 2. In event any buildings or structure is erected, constructed, reconstructed, altered, converted, or maintained, or any buildings, structure, or land is used in violation of this Ordinance, said officer, in addition to other remedies, may, at the direction of the Chaves County Board of Commissioners, institute any appropriate action or proceedings to prevent such unlawful action to restrain, correct, or abate such violation; to prevent the occupation of such building, structure or land; or to prevent any illegal act, conduct, business, or use in or about such premises.

Michael Garcia
email

Site Plan
2-20-24

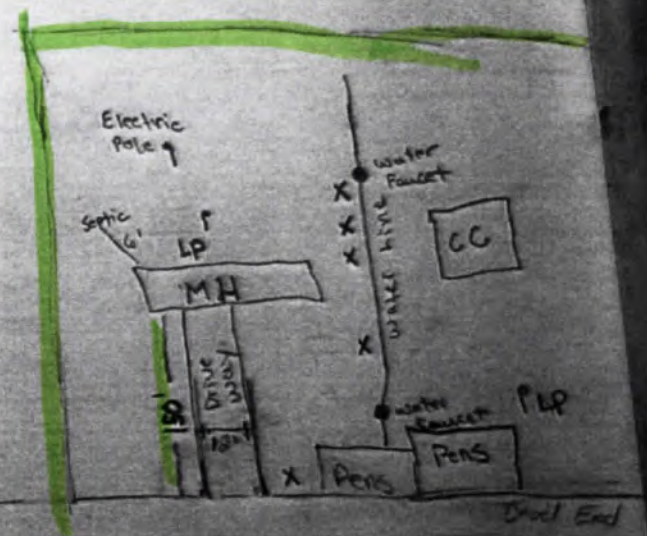


Lincoln Rd

Pinto

Pinto Rd

10.4 miles



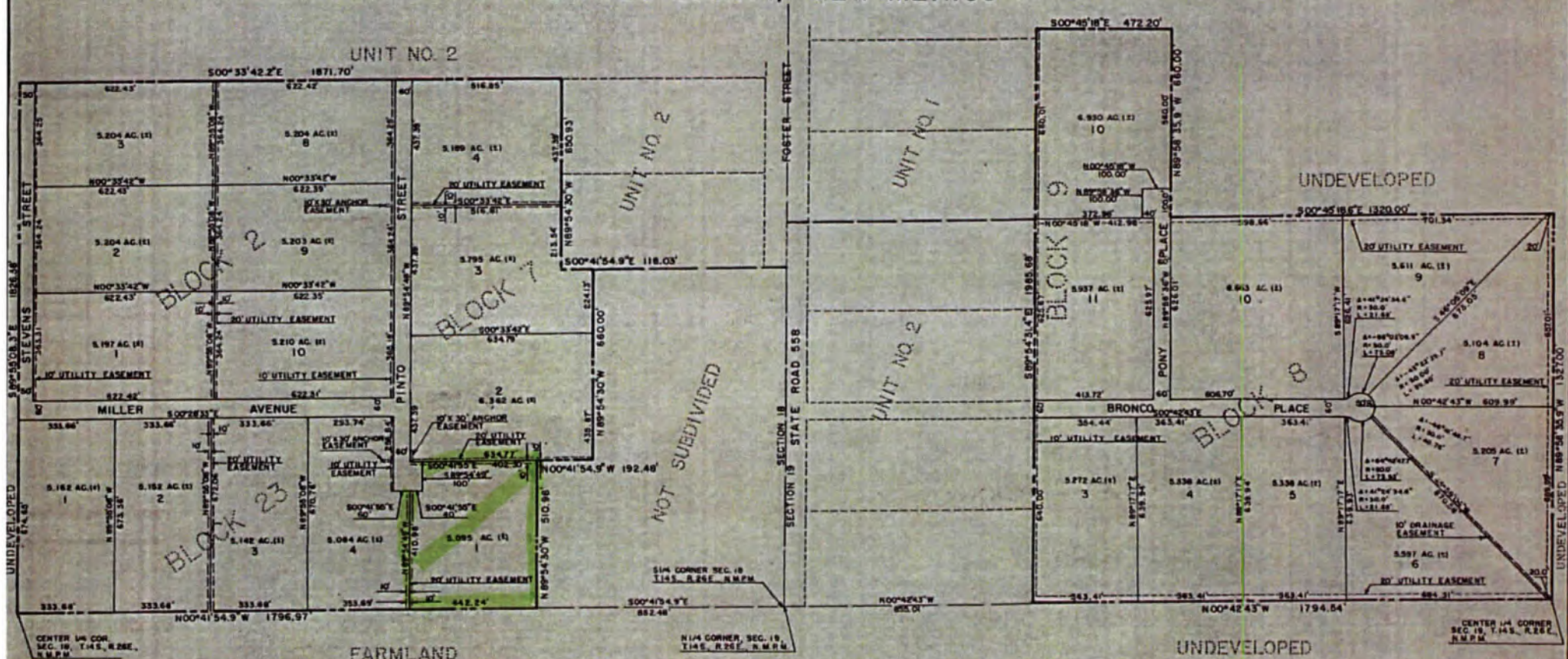
- = water faucet
- X = trees
- Pens =
- Light Poles = LP
- Chicken Coop = CC
- Dwell = Dwell
- Electric Pole = EP
- My Home = MH



PECOS VALLEY HAGERMAN SUBDIVISION

UNIT NO. 3

CHAVES COUNTY, NEW MEXICO



NOTE:
 NO RESIDENTIAL STRUCTURE SHALL BE LOCATED ON ANY TRACT CLOSER THAN 25' TO ANY BOUNDARY OF THE TRACT ON WHICH THE SAME IS ERRECTED OR LOCATED.

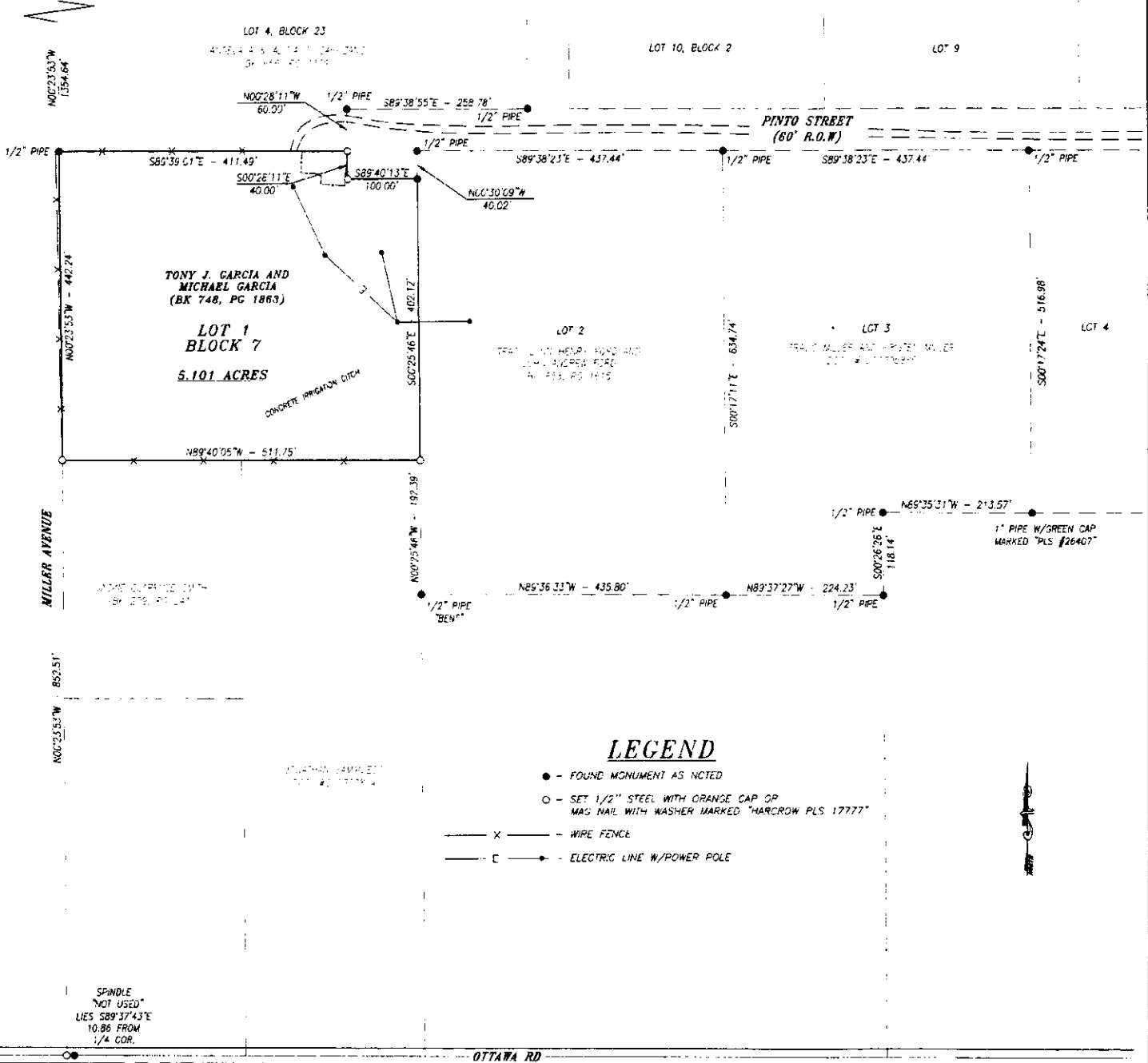
SCALE 1" = 200'

MANN ENGINEERING COMPANY
 ROSWELL, NEW MEXICO

BOUNDARY SURVEY

PECOS VALLEY HAGERMAN SUBDIVISION UNIT #3, BLOCK 7, LOT 1 IN SECTION 18, TOWNSHIP 14 SOUTH, RANGE 26 EAST, CHAVES COUNTY, NEW MEXICO

1" PIPE W/WASHER
AND 7/16" PLS #5242
FOR CENTER OF SECTION



LEGEND

- - FOUND MONUMENT AS NOTED
- - SET 1/2" STEEL WITH ORANGE CAP OR
MAG NAIL WITH WASHER MARKED "HARCROW PLS 17777"
- X - WIRE FENCE
- C — ELECTRIC LINE W/POWER POLE

SPINDLE
NOT USED
LIES S89°37'43"E
10.86 FROM
1/4 COR.

PROPERTY TO BE SURVEYED:
THE FOREGOING BOUNDARY SURVEY OF LOT 1, BLOCK 7, PECOS VALLEY HAGERMAN UNIT #3 AS FILED AND RECORDED IN DEED BOOK 748, PAGE 1863 IN SECTION 18, TOWNSHIP 14 SOUTH, RANGE 26 EAST, N.M.P.M., CHAVES COUNTY, NEW MEXICO

SUBJECT TO RESERVATIONS, RESTRICTIONS, EASEMENTS OF RECORD AND IN OPEN VIEW AND CHAVES COUNTY PROPERTY TAXES.

REFERENCE DOCUMENTS:
PECOS VALLEY HAGERMAN 3 PLAT BK H, PG 4

BASIS OF BEARING:
BEARINGS SHOWN HEREON ARE MERCATOR GRID AND CONFORM TO THE NEW MEXICO COORDINATE SYSTEM "NEW MEXICO EAST ZONE" NORTH AMERICAN DATUM 1983. DISTANCES ARE SURFACE VALUES.

SURVEYOR'S CERTIFICATION
I, CHAD HARCROW, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR CERTIFY THAT I DIRECTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO. I FURTHER CERTIFY THAT THIS IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT, ITS NOT A LAND DIVISION OR A SUBDIVISION, AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT.

FILING AND RECORDING
FILED FOR RECORD IN THE CHAVES COUNTY CLERK'S OFFICE ON
THE 15 DAY OF March 2024 AT 10:44 P.M.
BOOK S28 PAGE 71 RECEIPT# 24-1570 FILED AMT. \$ 25.00

Sabina Padilla
DEPUTY CLERK

Cindy Fuller
COUNTY CLERK



Chad Harcrow
CHAD HARCROW N.M.P.S. NO. 17777

3/15/24
DATE



HARCROW SURVEYING, LLC
2116 W. MAIN ST, ARTESIA, N.M. 88210
PH. (505) 746-3134
charcrow@harcrowsurveying.com



SURVEY DATE	FEBRUARY 5, 2024	PAGE	1 OF 1
DRAFTING DATE	FEBRUARY 13, 2024	APPROVED BY	CH
FILED	24-67	DRAWN BY	YD

Louis Jaramillo

From: Krzebiot, Carrie, ENV <Carrie.Krzebiot@env.nm.gov>
Sent: Wednesday, May 15, 2024 9:47 AM
To: Louis Jaramillo
Subject: RE: [EXTERNAL] 355 Pinto Rd.

Good morning-

When NMED did the inspection at 355 Pinto, as far as we noticed when we were onsite, all the setbacks were met. See below our setback requirements.

It was hard to tell where property lines actually were, but I believe we verified to the best of our knowledge that setbacks were met or exceeded.

Let me know if you have any questions.

20.7.3.302 STANDARDS; SETBACK REQUIREMENTS:

A. On-site liquid waste systems shall be located to meet setback distances, in feet, specified in the following Table 302.1. Setback distances apply to any part of the on-site liquid waste system.

Table 302.1: Minimum setback and clearance requirements From: To:	Building Sewer	Treatment Unit*	Disposal Field	Seepage Pit
Property lines	clear	5 ft.	5 ft.	8 ft.
Building or structure	2 ft.	5 ft.	8 ft.	8 ft.
Distribution box	--	--	5 ft.	5 ft.
Disposal field	--	10 ft.*****	4 ft.****	10 ft.
Seepage pit	--	10 ft.	10 ft.	12 ft.
Drinking water line*****:				
- private	1 ft.	10 ft.	10 ft.	10 ft.
- public	10 ft.	10 ft.	10 ft.	10 ft.
Drinking water source/well:				
- private	50 ft.	50 ft.	100 ft.	100 ft.
- public	50 ft.	100 ft.	200 ft.	200 ft.
Irrigation well	50 ft.	50 ft.	100 ft.	100 ft.
Lined canals	--	10 ft.**	10 ft.**	10 ft.**
Unlined canals, drainage ditches	--	15 ft.**	25 ft.**	25 ft.**
Arroyos	--	15 ft.**	25 ft.**	25 ft.**
Other watercourses,				
Waters of the state	--	50 ft.	100 ft.	100 ft.
Retention/detention area or flood irrigation areas	--	15 ft.	15 ft.	15 ft.
Seasonal high water table, bedrock and other impervious layers***	--	--	4 ft. to bottom of system	4 ft. to bottom of system

- (1) * Applies to privy pits, enclosed systems, other liquid waste treatment units.
- (2) ** Plus depth of channel.
- (3) *** Unlined privy pits shall provide clearance of at least four feet.
- (4) **** Plus two feet for each additional foot of depth below the invert of the distribution pipe.
- (5) ***** May be five feet when Schedule 40 PVC/DWV pipe is used.
- (6) ***** Or applicable plumbing code.

Respectfully,

Carrie L. Krzebiot
Staff Manager District III East
(Chaves, Eddy, Lea, & Lincoln)
NM Environment Department
Environmental Health Bureau
Fax: 575-624-2023
Cell: 575-420-5075
1914 W. Second St.
Roswell, NM 88201
carrie.krzebiot@env.nm.gov
<http://www.env.nm.gov>
@NMEnvDep | #IamNMED



From: Louis Jaramillo <louis.jaramillo@chavescounty.gov>
Sent: Wednesday, May 15, 2024 8:19 AM
To: Krzebiot, Carrie, ENV <Carrie.Krzebiot@env.nm.gov>
Subject: [EXTERNAL] 355 Pinto Rd.

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Carrie,

Mr. Garcia recently placed a manufactured home at 355 Pinto Rd., Hagerman NM. It is located 22 ft. from the east interior property line abutting Mr. Ford's property. Also, I understand that Mr. Garcia's septic tank is located within this same 22 ft. area. If so, does his septic tank location comply with NMED regulations? Thank you for your time.

Sincerely,

Louis Jaramillo, CZO, CFM
Planning and Zoning Director
Chaves County, NM
#1 St. Mary's Place
575 624 -6562

Planning & Zoning



Chaves county NM 88203 MS Conde:

This is a letter regarding the case #Z 2024-01 at 355 Pinto Street, Hagerman NM 88232.

1st, I don't know why you said the location was at 350 Pinto Street when the fire # says 355.

2nd This is not a public hearing for a private matter between us and the Garcia's. Pertaining to the fact that they had their property surveyed and then decided to put it as close as possible in the setback while thinking the county would let it slide. According to the letter it sounds like it has already been decided what the outcome will be by the wording" This letter is only to inform you of the changes that MIGHT occur in the area.

If this is a public hearing, why did you address it to me by saying YOU, unless of course you know this to be a private matter and are trying to keep the person responsible for making the decision telling the Gacia's that "where they put the mobile home was OK".

NM state statute section 47-1-4 states: Easements cannot be changed or expanded to create additional burdens on the servient estate.

Setback definition according to NM: The area within which **no structure can be erected**.

What does the public have to do with 355 pinto Street unless this has happened before, and the county is going to change the ordinance After the fact.

Not only did the Garcia's move their house closer to the property line, after it had been surveyed and marked out with stakes, but they also have their septic system just over 100 ft from my well. According to the state law "no one can be in the easement less than 8 feet from the property line, and they are 6 ft".

The easement is for Power and/or drinking water lines only, not septic or drain fields

CVE came out with their 30,000 lb trucks and ran over the drain field several times crushing it. According to the state Environmental: it is probably crushed and will back up on to their and our property making our drinking water contaminated.

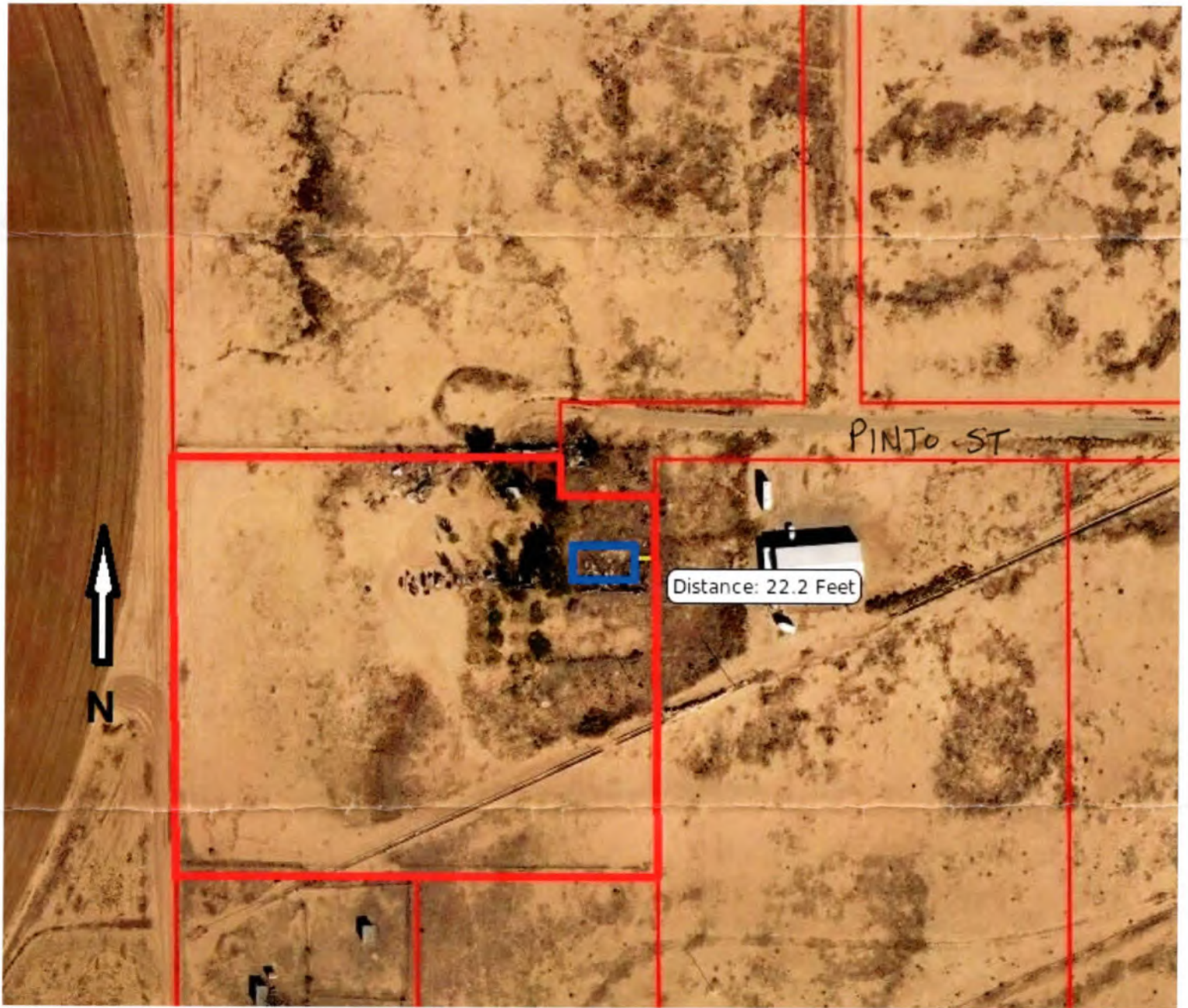
When my neighbor to the east and I moved out here, we were told "as the Garcia's were" that you cannot be within the 25ft area of the setback.

If you pass judgement and let them slide, then you must let everyone who goes against the ordinance do the same. I guess being the Mayor of Hagerman has its perks.

The Garcia's have already installed the skirting and The AC Condenser as if they already know what the decision will be. The house looks to be move in ready.

A handwritten signature in black ink, appearing to be "R. J. ...", written over the bottom of the text.

2 of 4
Mr. Ford's
Protest



Survey was done Feb 5th
Draft was done Feb 13th
The Double wide Trailer was moved on to lot Feb 23rd



3 8:10 AM

3 of 4

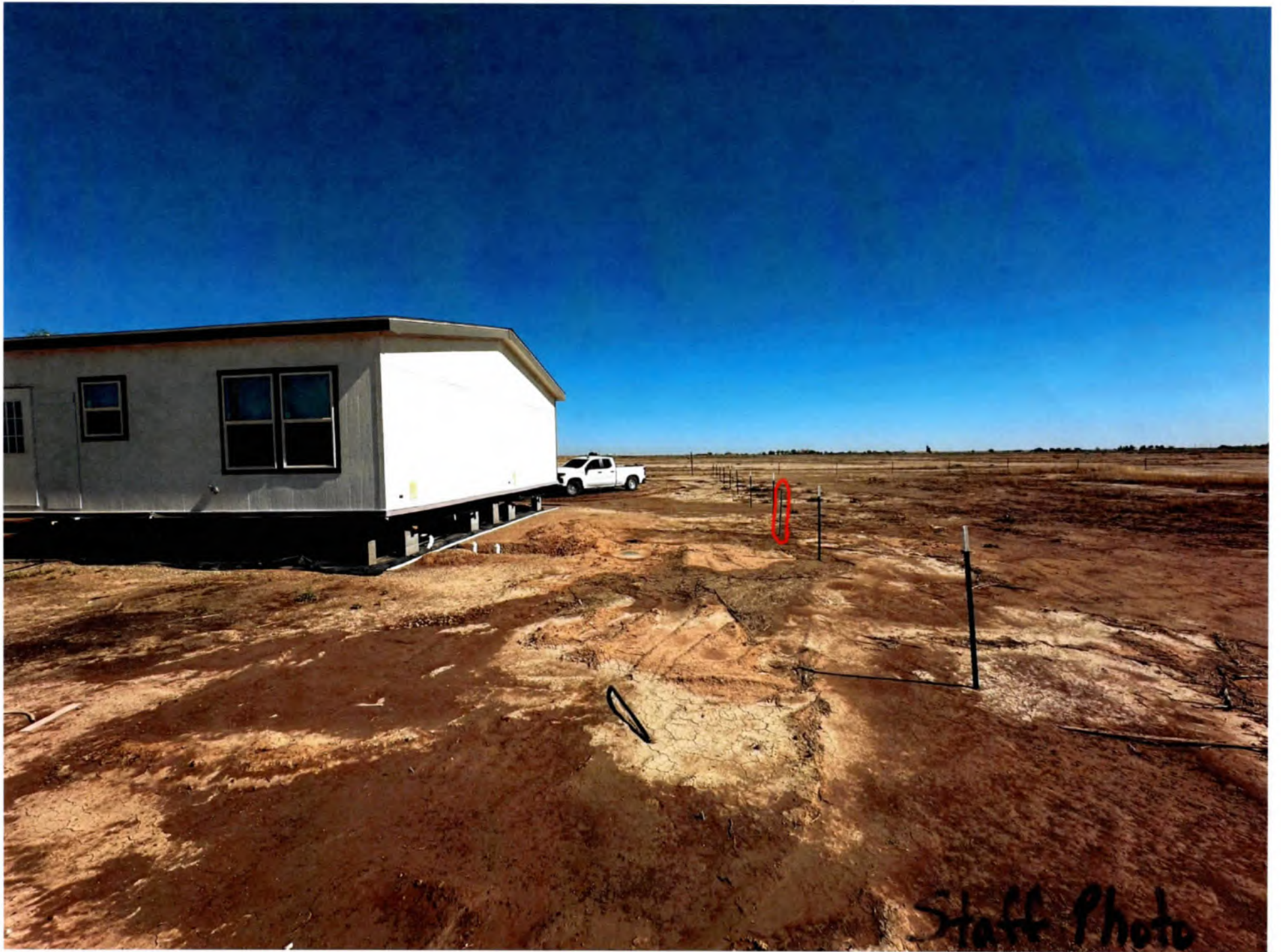


3 8:11 AM

4 of 27

Steff Photos 4-3-24





Staff Photo



Staff Photo

AGENDA ITEM: 4 Requesting Approval of an Amendment to Agreement
A-23-004 CDBG Grant # 22-C-NR-I-03-G08
MEETING DATE: June 13, 2024 Adjusting the Project Budget

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Anabel Barraza, CFO

ACTION REQUESTED:
Approval of Amendment #1 to Agreement A-24-003 for CDBG Grant #22-C-NR-I-03-G08

ITEM SUMMARY:

We are requesting approval of Amendment #1 for Agreement A-23-004 for CDBG Grant #22-C-NR-I-03-G08 for the Public Health Building project for the increase in budget for "new construction" by \$1,158,037.19 and to move \$53,387.03 from the "engineering" budget to the "new construction" line item as referenced in exhibit 1-C.

The new project total is \$7,892,690.44

Staff recommends approval.

SUPPORT DOCUMENTS:

Amendment #1 to Agreement A-23-004

SUMMARY BY: Anabel Barraza

TITLE: CFO

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT AGREEMENT AMENDMENT NO. 1

Project No. 22-C-NR-I-03-G08

THIS AMENDMENT, hereinafter referred to as the “Amendment,” is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Suite 202, Bataan Memorial Building, Santa Fe, New Mexico, 87501, hereinafter referred to as the “Division,” and Entity of Chaves County, hereinafter referred to as the “Grantee.” This Amendment shall be effective as of date of execution.

RECITALS

WHEREAS, on December 7, 2022, the Community Development Council approved the allocation of \$750,000 to the Grantee for an infrastructure project (hereinafter referred to as “Project”); and

WHEREAS, the Grantee and the Division entered into a Grant Agreement, effective May 5, 2023, in the amount of \$750,000 for the completion of the Project, hereinafter referred to as the “Grant Agreement;” and

WHEREAS, the Grantee requests to increase the leveraging by \$1,158,037.19 by adding to the construction line item; and to move \$53,387.03 from the engineering to the construction line item for a new construction line item of \$7,409,614.59; and a new project total of \$7,892,690.44; and

WHEREAS, the Grantee and the Division desire to memorialize through this Amendment the terms and conditions upon which the additional funds will be made available to the Grantee.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby mutually agree to amend the Grant Agreement as follows:

- 1 The “The Exhibit 1-C” of the Grant Agreement is hereby replaced in its entirety with “Exhibit 1-C” attached hereto.
- 2 All other provisions of the Grant Agreement not amended herein remain in full force and effect.

IN WITNESS WHEREOF, the parties do hereby execute this Amendment.

THIS AMENDMENT has been approved by:

GRANTEE

Chief Elected Official/Authorized Signatory

Date

(Type or Print Name)

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By: _____
Wesley Billingsley, Director

Date

COUNTY MANAGER

Bill Williams

PO Box 1817

Roswell, NM 88202-1817

PHONE: 575-624-6602

FAX: 575-624-6659

bill.williams@chavescounty.gov



COMMISSIONERS

Dara Dana · District 1
T. Calder Ezzell Jr. · District 2
Jeff Bilberry · District 3
Richard C. Taylor · District 4
Michael Perry · District 5

May 9, 2024

Donna Stewart, Project Manager
DFA/Local Government Division
Bataan Memorial Building, Suite 201
Santa Fe, NM 87501

**RE: Amendment #1 / Budget Amendment
Chaves County – Chaves County Health Building
CDBG #22-C-NR-I-03-G-08**

Dear Ms. Stewart:

As you are aware, Chaves County has had two unsuccessful bid openings. After a successful negotiation with contractor Waide Construction, Chaves County is positioned to make an award. The amount of the negotiated bid from Waide Construction is \$6,867,380 (with 7.8958% GRT, the bid is \$7,409,614.59). The current construction budget for this project is \$6,198,190.37 which places the negotiated bid \$1,211,424.22 over budget.

We would like to request a budget amendment. This amendment #1 would make changes to both the architect/engineering and construction line items.

- 1) *Move \$53,387.03 from architect/engineering leverage to construction leverage (decreasing leveraging to \$378,075.85).*
- 2) *Increase construction leveraging by \$1,211,424.22 to \$6,682,114.59 (\$1,158,037.19 + \$53,387.03 -see below)*

The current architect/engineer budget for the project is \$506,462.88. The lump sum engineering contract signed between ASA Architects and Chaves County is \$452,675.85 (\$53, 787.03 under the current budget). ***As part of the budget amendment, we would like to reduce and move \$53,387.03 from the current architect/engineering leverage budget to Construction. This would lower the current total architect/engineering budget to \$453,075.85.*** (The \$400.00 overage is to provide a slight cushion for any future GRT changes).

After two failed bids, the county has negotiated with Waide Construction and agreed on a total construction bid of \$7,409,614.59 (\$6,867,380 + \$542,234.59 GRT). ***In order to fully fund the bid, we would like to increase our total construction budget to \$7,409,614.59. The additional amount of leveraging needed for construction is \$1,211,424.22. However, because of the movement of the \$53,387.03 in engineering from above, the actual amount of additional construction leveraging that is needed is \$1,158,037.19. The County agrees to contribute this additional amount.***

We are eager to award this project and move forward with construction. Attached is an amended 1-C project cost/ financing summary as well as documentation of the project budget and available additional funds we are committing to the project.

If you have any questions, please feel free to contact CFO Anabel Barraza at 575 624-6620 or Paul Pappas with SNMEDD at 575 624-6131.

Sincerely,

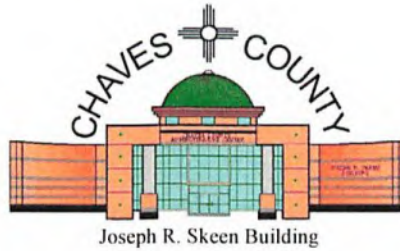
A handwritten signature in blue ink that reads "William B. Williams".

Bill Williams

County Manager

FINANCE DEPARTMENT

P.O. Box 1597
Roswell, NM 88202-1597
Phone 575-624-6620
Fax 575-624-6576
E-mail
anabel.barraza@chavescounty.gov



COMMISSIONERS

Dara Dana · District 1
T Calder Ezzell Jr · District 2
Jeff Bilberry · District 3
Richard C. Taylor · District 4
Michael Perry · District 5

County Manager

William B. Williams

Finance Director

Anabel Barraza

May 14, 2024

NM Department of Finance & Administration
407 Galisteo
Santa Fe NM 87501

To Whom It May Concern,

Chaves County is undergoing a major construction project for the Public Health Building that has been awarded CDBG funding. Chaves County has enough cash to commit for the leverage for this project based on the bid quote from Waide Construction. I have supplied a balance sheet showing the amount of cash in this fund. We do not have any obligations or commitments coming out of this fund except this project.

With the anticipated increase of the bid, you can observe that we have enough cash to commit to the new bid amount that was increased by \$287,207.83 and for any outstanding project activities that is required for Chaves County to account for. We will have a budget adjustment to reflect the increase under our Local Assistance Tribal Consistency Fund.

We are requesting you to consider approving the bid to Waide Construction based on this and we apologize for the discrepancy of the shortage, but we will have that presented to the Commission and DFA by the end of next month. We ask you to consider these items upon reviewing the documentation provided by SNMEDD.

Thank you for all that you do for Chaves County. Should you have any questions or concerns, please contact me at 575-624-6620.

Respectfully,

Anabel Barraza

Anabel Barraza
CFO

AMENDED

Entity Name: <u>Chaves County</u>		<input type="checkbox"/> Grant Agreement		CDBG Amount: \$750,000		
CDBG Project Number: <u>22-C-NR-I-03-G-08</u>		<input checked="" type="checkbox"/> Grant Amendment		Other Amount: \$ 7,142,690.44		
Project Cost Activities	Project Funding Sources					Total Project Cost
	CDBG Funds	Other Sources (identify other local, state, federal, or private)				
		Cash Match	Leverage			
Administration (Contractual)	\$ 22,500.00		\$ 7,500.00			\$ 30,000.00
Architect/Engineer		\$ 75,000.00	\$ 378,075.85			\$ 453,075.85
Other Professional						\$ -
Inspection (Testing)						\$ -
Property Acquisition						\$ -
Property Rehabilitation						\$ -
Construction	\$ 727,500.00		\$ 6,682,114.59			\$ 7,409,614.59
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Totals	\$ 750,000.00	\$ 75,000.00	\$ 7,067,690.44	\$ -	\$ -	\$ 7,892,690.44

Item # 5

Approval of Amendment #1 to A-23-032
Inmate Medical Services with Roadrunner
Health Services

Meeting Date: 06/13/2024

STAFF SUMMARY

REQUESTED BY: Analicia Nieto, CPO

ACTION REQUIRED: Approve Amendment #1 to Agreement A-23-032

SUMMARY: Chaves County Board of Commissioners approved agreement A-23-032 after an Emergency Procurement at the August 17th, 2023 meeting. This amendment is a request to extend the original agreement termination date from June 30, 2024 to August 31, 2024 with 3% increase. Staff has issued a Request for Proposal and will come forward when a formal recommendation for award is to be presented.

Legal has reviewed and staff recommends approval.

SUPPORT DOCUMENTS: A-23-032 – Amendment #1 for Roadrunner Health Services

SUMMARY BY: Analicia Nieto

TITLE: Purchasing Director, CPO

**AMENDMENT NO. 1 TO AGREEMENT A-23-032
BETWEEN CHAVES COUNTY, NM AND ROADRUNNER HEALTH
SERVICES LLC
FOR INMATE MEDICAL SERVICES AT CHAVES COUNTY DETENTION
CENTER**

This Amendment is made and entered into this 13th day of June, 2024 by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of Commissioners, hereinafter referred to as “COUNTY” and Roadrunner Health Services LLC, a New Mexico Corporation hereinafter referred to as “RHS.”

WITNESSETH

WHEREAS, Agreement A-23-032 is scheduled to terminate on June 30, 2024; and

WHEREAS, the COUNTY desires to continue the Agreement for two additional months while the County proceeds with a Request for Proposal for Medical Services; and

WHEREAS, RHS agrees to extend the Agreement; and

WHEREAS, the Parties agree to a three percent (3%) increase in the cost of medical service.

NOW THEREFORE, it is mutually agreed between the parties that Agreement A-23-032 be amended as follows:

1. ARTICLE 9 COMPENSATION - SECTION 9.1

The COUNTY shall pay RHS a monthly management fee of \$167,662.37.

2. ARTICLE 10 TERM AND TERMINATION -- SECTION 10.1

This Agreement shall terminate August 31, 2024.

All other terms and conditions of Agreement A-23-032 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to Agreement A-23-032 to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

Board of Chaves County Commissioners

ATTEST:

By: _____
JEFF BILBERRY, Chairman

CINDY FULLER, CLERK

Date: June _____, 2024

Roadrunner Health Services

By: _____
DAVID MONTOYA, CEO

Date: June _____, 2024

AGENDA ITEM: 6

- A. Agreement A-24-013 between Chaves County and Chaves County Youth Awareness for the Shattered Dreams Program
- B. Agreement A-24-014 between Chaves County and Dexter Independent School District for the Valley Project Graduation Celebration
- C. Agreement A-24-015 between Chaves County and WINGS for Life
- D. Agreement A-24-016 between Chaves County and ASPEN of New Mexico
- E. Agreement A-24-017 between Chaves County and Dexter Independent School District for Teen Needing Teens Program
- F. Agreement A-24-018 between Chaves County and Diane Taylor
- G. Agreement A-24-019 between Chaves County and Hagerman Municipal School District for Teens Needing Teens Program
- H. Agreement A-24-20 between Chaves County and La Casa Behavioral Health
- I. Agreement A-24-021 between Chaves County and Lake Arthur Municipal School District for Teens Needing Teens Program
- J. Agreement A-24-022 between Chaves County and Frank Magourilos
- K. Agreement A-24-023 between Chaves County and Character Counts for Project Graduation Celebration Program
- L. Agreement A-24-024 between Chaves County and Roswell Refuge
- M. Agreement A-24-025 between Chaves County and Serenity Counseling

MEETING DATE: 6/13/2024

STAFF SUMMARY REPORT

Action Requested by: Elly T Hollon, DWI Coordinator

Action Requested:

- A.** Approval of Agreement A-24-013
- B.** Approval of Agreement A-24-014
- C.** Approval of Agreement A-24-015
- D.** Approval of Agreement A-24-016
- E.** Approval of Agreement A-24-017
- F.** Approval of Agreement A-24-018
- G.** Approval of Agreement A-24-019
- H.** Approval of Agreement A-24-020
- I.** Approval of Agreement A-24-021
- J.** Approval of Agreement A-24-022
- K.** Approval of Agreement A-24-023
- L.** Approval of Agreement A-24-024
- M.** Approval of Agreement A-24-025

Item Summary:

Chaves County DWI Program received funding under the LDWI Distribution of \$431,914.00 and the Competitive Grant of \$85,000.00 for FY25. The subcontracts listed will be allocated the estimated Distribution amount and grant amount to provide various DWI related Programs to the community of Chaves County.

The term of Subcontract agreements provided will extend from July 1st, 2024 through June 30th, 2025.

Staff recommends approval for subcontracts.

SUPPORT DOCUMENTS:

- A.** Approval of Agreement A-24-013
- B.** Approval of Agreement A-24-014
- C.** Approval of Agreement A-24-015
- D.** Approval of Agreement A-24-016
- E.** Approval of Agreement A-24-017

- F.** Approval of Agreement A-24-018
 - G.** Approval of Agreement A-24-019
 - H.** Approval of Agreement A-24-020
 - I.** Approval of Agreement A-25-021
 - J.** Approval of Agreement A-24-022
 - K.** Approval of Agreement A-24-023
 - L.** Approval of Agreement A-24-024
 - M.** Approval of Agreement A-24-025
-

Summary by: Elly T Hollon

Title: DWI Coordinator

**AGREEMENT A-24-014
BETWEEN CHAVES COUNTY AND DEXTER INDEPENDENT
SCHOOL DISTRICT FOR PROJECT GRADUATION CELEBRATION
FOR THE VALLEY SCHOOLS**

THIS AGREEMENT is made and entered into this 13th day of June 2024 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Dexter Independent School District, a public school system acting by and through its duly appointed representative, hereinafter referred to as "Contractor."

WHEREAS Chaves County was awarded \$431,914.00 for Fiscal Year 2024-2025 in Distribution Grant Funds;

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Community Wellness & Outreach; (2) Treatment; (3) Alternative Sentencing; (4) Program Administration; and

WHEREAS the County desires to utilize the expertise of the Contractor to provide an evidence-based DWI Prevention program called "Project Graduation Celebration" aimed towards youth.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.
 - A. Contractor, or its agent, shall plan, organize, and execute a Project Graduation Celebration at Dexter High School, Hagerman High School and Lake Arthur High School to be implemented during the month of May.
 - B. Contractor shall be in close coordination with the contracted Prevention Educator to assure all the activities and components of Project Graduation are appropriate and conducive to curtailing substance and alcohol use.
 - C. Contractor shall work with the contracted Prevention Educator in developing, administering, and collecting from all participants a short 4-5 question post satisfaction survey. Prevention Educator will assist in producing post question satisfaction surveys. A final report will be submitted to the DWI Coordinator to demonstrate the effectiveness of the program.
 - D. Contractor shall submit invoice and final report upon completion of the program and provide a presentation on the next scheduled DWI Planning Council Meeting.

E. Supplies or needed items for the program shall be included in the total contract amount.

2. Compensation:

The total amount of the monies payable to the Contractor under this agreement shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00). Invoice and necessary documents must be submitted for payment after the program has been executed.

3. Term.

Services will commence on July 1, 2024. This Agreement shall terminate on June 30, 2025, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one-year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, (1) the Scope of Work and Compensation shall be renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Contractor, or (2) the Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient distributions have been made shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Insurance.

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated, or otherwise modified without thirty (30) days prior written notice provided to Chaves County.
- C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

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 prior written approval of the County.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

10. Records and Audit.

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of the services rendered. These records shall be subject to inspection by the County, the Department of Finance and the State Auditor. The County shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive and/or illegal payments.

11. Release.

Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its elected officials, officers and employees of the County and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

A. 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.

B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. Product of Service – Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

14. Conflict of Interest.

Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which-would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

16. Merger.

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Notice.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity performed under this Agreement. If the Contractor is found to not be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Indemnification.

The Contractor agrees to accept responsibility for loss or damage to any person(s) or property, to defend, indemnify, hold harmless or release the County, its officials and employees from actions, claims, damages, disabilities or the costs of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct of the contractor, its employees or agents in the performance of the agreement by the Contractor hereunder, excluding liability due to willful misconduct or negligent acts of the County or its employees. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

20. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements.

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of execution below.

CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry, Chairman

Date: _____

DEXTER INDEPENDENT SCHOOL DISTRICT



Contractor

Date: 5-28-24

The records of the Taxation and Revenue Department reflect that the contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS ID Number: 01-50309500-4

**AGREEMENT A-24-013
BETWEEN CHAVES COUNTY AND
CHAVES COUNTY YOUTH AWARENESS**

THIS AGREEMENT is made and entered into this 13th day of June 2024 by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "County," and the Chaves County Youth Awareness, a non-profit corporation, hereinafter referred to as "Contractor."

WHEREAS Chaves County was awarded \$431,914.00 for Fiscal Year 2024-2025 in Distribution Grant Funds;

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Community Wellness & Outreach; (2) Treatment; (3) Alternative Sentencing; (4) Program Administration; and

WHEREAS the County desires to utilize the expertise of the Contractor to provide an evidence-based DWI Prevention program called "Shattered Dreams" aimed towards youth.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.
 - A. The Contractor shall plan, organize, and execute the evidence-based program called Shattered Dreams.
 - B. Contractor shall be in close coordination with contracted DWI Prevention Educator to successfully execute program.
 - C. Contractor shall strictly adhere to the Evidence-based Model of the Shattered Dreams program.
 - D. Contractor will conduct pre and post evaluations in coordination with the DWI Prevention Educator that will be incorporated into a monthly summary report. A final report will be submitted to the DWI Coordinator to demonstrate the effectiveness of the program.
 - E. Contractor shall submit invoice and final report upon completion of the program and provide a presentation on the next scheduled DWI Planning Council Meeting.
 - F. Supplies or needed items for the program shall be included in total contract amount.

2. Compensation:

- A. The total amount of the monies payable to the Contractor under this Agreement, shall not exceed Five Thousand Dollars (\$5,000.00) inclusive of New Mexico Gross Receipt Tax.
- B. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the Contractor.
- C. The County shall pay the Contractor upon receipt of a detailed statement of accounting for services performed and expenses incurred hereunder.
- E. The Contractor shall submit an invoice for payment for services rendered to the County. The County shall determine if said services have been satisfactorily provided. If services are deemed acceptable, the County will remit payment within 30 days of the receipt of the invoice. If services are deemed unacceptable, the County will notify the Contractor of the deficiencies in writing within ten (10) days of receipt of the invoice. Once the Contractor has corrected the deficiencies, they shall resubmit the invoice. If the County determines the deficiencies have been corrected, the County will remit payment within 30 days of receipt of the resubmitted invoice.

3. Term.

Services will commence on July 1, 2024. This Agreement shall terminate on June 30, 2025, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one- year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, (1) the Scope of Work and Compensation shall be renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Contractor, or (2) the Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient distributions have been made shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Insurance.

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated, or otherwise modified without thirty (30) days prior written notice provided to Chaves County.
- C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

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 prior written approval of the County.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

10. **Records and Audit.**

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of the services rendered. These records shall be subject to inspection by the County, the Department of Finance, and the State Auditor. The County shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive and/or illegal payments.

11. **Release.**

Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its elected officials, officers and employees of the County and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. **Confidentiality.**

- A. 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.
- B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. **Product of Service – Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

14. Conflict of Interest.

Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

16. Merger.

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Notice.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity performed under this Agreement. If the Contractor is found to not be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Indemnification.

The Contractor agrees to accept responsibility for loss or damage to any person(s) or property, to defend, indemnify, hold harmless or release the County, its officials and employees from actions, claims, damages, disabilities or the costs of litigation that are asserted by any person or entity to the extent arising out of the

negligent acts or omissions or willful misconduct of the contractor, its employees or agents in the performance of the agreement by the Contractor hereunder, excluding liability due to willful misconduct or negligent acts of the County or its employees. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

20. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements.

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of execution below.

CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry, Chairman

Date: _____

CHAVES COUNTY YOUTH AWARENESS

Cindy Blake
Contractor

Date: 6-13-2024

The records of the Taxation and Revenue Department reflect that the contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS ID Number: 45-2982-878

**AGREEMENT A-24-015
BETWEEN CHAVES COUNTY AND WINGS FOR L.I.F.E
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 13th day of June 2024 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Wings for L.I.F.E., hereinafter referred to as "Contractor."

WHEREAS Chaves County was awarded \$431,914.00 for Fiscal Year 2024-2025 in Distribution Grant Funds;

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Community Wellness & Outreach; (2) Treatment; (3) Alternative Sentencing; (4) Program Administration; and

WHEREAS the County desires to utilize the expertise of the Contractor to provide professional services.

1. Scope of Work.
 - A. Contractor shall provide Psychoeducation program in the jail setting in the Chaves County Detention Center.
 - B. All instructors must be a licensed clinician or be supervised under an independently licensed clinician. Licensures will be provided to DWI Coordinator.
 - C. Contractor shall use all evidence-based programs: In the adult detention center the following curriculums will be utilized; Matrix, Stages of Change, CBT: Rational Living Therapy, Early Recovery, Relapse Prevention, CAP: Children of Arrested Parents, Positive Parenting and the Why Try Resiliency Program.
 - D. Contractor shall implement evaluation of program to track effectiveness.
 - E. Contractor shall participate in all DWI Planning Council activities/meetings.
 - F. Shall submit the following documents to get reimbursed for services by no later than the 5th of each month: Performance and Management indicators may change within the fiscal year.

- a. Invoice
- b. Management indicators:
 - 1. Average % of duplicated attendants (WITHIN 2 years)
 - 2. % of DWI attendants with completed program.
- c. Performance indicators:
 - 1. % of offenders that said the Wings Program has met their needs.

G. Supplies or needed items for the program shall be included in total contract amount.

2. Compensation:

- A. The County shall pay to the Contractor in full payment for services rendered the sum of Two-Thousand Dollars (\$2,000.00) per month, inclusive of the New Mexico Gross Receipt Tax. Invoices and all required monthly data and documents for services executed are due by no later than the 5th of each month.
- B. The total amount of the monies payable to the Contractor under this agreement, shall not exceed Twenty-Four Thousand Dollars (\$24,000.00).

3. Term.

Services will commence on July 1, 2024. This Agreement shall terminate on June 30, 2025, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one-year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, (1) the Scope of Work and Compensation shall be

renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Contractor, or (2) the Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient distributions have been made shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Insurance.

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated or otherwise modified without thirty (30) days prior written notice provided to Chaves County.
- C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

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 prior written approval of the County.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

10. **Records and Audit.**

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the County, the Department of Finance and the State Auditor. The County shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive and/or illegal payments.

11. **Release.**

Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its elected officials, officers and employees of the County and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. **Confidentiality.**

- A. 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.
- B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. **Product of Service – Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

14. Conflict of Interest.

Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which-would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

16. Merger.

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Notice.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity performed under this Agreement. If the Contractor is found to not be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Indemnification.

The Contractor agrees to accept responsibility for loss or damage to any person(s) or property, to defend, indemnify, hold harmless or release the County, its officials and employees from actions, claims, damages, disabilities or the costs of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct of the contractor, its employees or agents in the performance of the agreement by the Contractor hereunder, excluding liability due to willful misconduct or negligent acts of the County or its employees. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

20. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements.

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of execution below.

CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry, Chairman

Date: _____

WINGS FOR L.I.F.E.



Contractor

Date: 5/23/2024

The records of the Taxation and Revenue Department reflect that the contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS ID Number: _____

**AGREEMENT A-24-016
BETWEEN CHAVES COUNTY AND ASPEN OF
NEW MEXICO FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 13th day of June 2024 by and between the County of Chaves, a political subdivision of the state of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "County," and ASPEN of New Mexico, hereinafter referred to as "Contractor."

WHEREAS Chaves County was awarded \$85,000.00 for Fiscal Year 2024-2025 in Local Grant Funds;

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Community Wellness & Outreach; (2) Treatment; (3) Alternative Sentencing; (4) Program Administration; and

WHEREAS the County desires to utilize the expertise of the Contractor to provide professional services.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall provide the following services:

- A. Contractor shall provide an alternative sentencing program called ASPEN of New Mexico to Court Ordered DWI offenders.
- B. Contractor will conduct pre and post evaluations that will be incorporated into a monthly summary report to be utilized by the Chaves County DWI Program as well as to demonstrate the effectiveness of program.
- C. The Contractor shall submit a monthly report to the Chaves County DWI Grant Program Coordinator documenting program activities, number of clients. The report will include the following certification: "I certify that the information submitted is true and correct to the best of my ability."
- D. Monthly invoice will be submitted to DWI Coordinator by no later than the 5th of every month along with monthly report.
- E. Participate in all DWI Planning Council activities/meetings.
- F. Supplies or needed items for program, shall be included in total contract amount.

2. Compensation:

- A. Contractor will provide twelve (12) classes; (one class each month)
- B. The County shall pay to the Contractor in full payment for services rendered for the sum of four hundred sixteen dollars and sixty-six cents (\$416.66) per class, one class per month, inclusive of the New Mexico Gross Receipt Tax.
- C. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the Contractor.
- D. The total amount of the monies payable to the Contractor under this Agreement, shall not exceed the total of Five Thousand Dollars (\$5,000.00).
- E. The County shall pay the Contractor upon receipt of a detailed monthly statement of accounting for services performed and expenses incurred hereunder.
- F. The Contractor shall submit an invoice for payment for services rendered to the County. The County shall determine if said services have been satisfactorily provided. If services are deemed acceptable, the County will remit payment within 30 days of the receipt of the invoice. If services are deemed unacceptable, the County will notify the Contractor of the deficiencies in writing within ten (10) days of receipt of the invoice. Once the Contractor has corrected the deficiencies, they shall resubmit the invoice. If the County determines the deficiencies have been corrected, the County will remit payment within 30 days of receipt of the resubmitted invoice.
- G. Payments made by mail are deemed tendered as of the date postmarked.

3. Term.

Services will commence on July 1, 2024. This Agreement shall terminate on June 30, 2025, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one- year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, (1) the Scope of Work and Compensation shall be renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Contractor, or (2) the Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient distributions have been made shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Insurance.

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated, or otherwise modified without thirty (30) days prior written notice provided to Chaves County.

C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

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 prior written approval of the County.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

10. Records and Audit.

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the County, the Department of Finance and the State Auditor. The County shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive and/or illegal payments.

11. Release.

Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its elected officials, officers and employees of the County and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

A. 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.

B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. **Product of Service – Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

14. **Conflict of Interest.**

Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. **Amendment.**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

16. **Merger.**

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. **Notice.**

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

18. **Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex,

age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity performed under this Agreement. If the Contractor is found to not be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Indemnification.

The Contractor agrees to accept responsibility for loss or damage to any person(s) or property, to defend, indemnify, hold harmless or release the County, its officials and employees from actions, claims, damages, disabilities or the costs of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct of the contractor, its employees or agents in the performance of the agreement by the Contractor hereunder, excluding liability due to willful misconduct or negligent acts of the County or its employees. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

20. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements.

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of execution below.

CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry, Chairman

Date: _____

ASPEN OF NEW MEXICO

Kevin M. Boyd
Kevin M. Boyd (May 22, 2024 07:57 MDT)

Contractor

Date: 05/22/2024

ASPEN of New Mexico

The records of the Taxation and Revenue Department reflect that the contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS ID Number: 03-516212-00-0

A-24-016 Aspen of NM

Final Audit Report

2024-05-22

Created:	2024-05-21
By:	Elly Hollon (elly.hollon@chavescounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXyHEJvk6ttioMxfcy4Di8ut4IP4nkz

"A-24-016 Aspen of NM" History

-  Document created by Elly Hollon (elly.hollon@chavescounty.gov)
2024-05-21 - 9:06:35 PM GMT- IP address: 64.90.145.2
-  Document emailed to kevin@aspenofnewmexico.com for signature
2024-05-21 - 9:07:33 PM GMT
-  Email viewed by kevin@aspenofnewmexico.com
2024-05-21 - 11:08:48 PM GMT- IP address: 98.97.116.46
-  Signer kevin@aspenofnewmexico.com entered name at signing as Kevin M. Boyd
2024-05-22 - 1:57:17 PM GMT- IP address: 98.97.116.46
-  Document e-signed by Kevin M. Boyd (kevin@aspenofnewmexico.com)
Signature Date: 2024-05-22 - 1:57:19 PM GMT - Time Source: server- IP address: 98.97.116.46
-  Agreement completed.
2024-05-22 - 1:57:19 PM GMT

**AGREEMENT A-24-017
BETWEEN CHAVES COUNTY AND DEXTER
INDEPENDENT SCHOOL DISTRICT FOR
ALTERNATIVE DWI PREVENTION EDUCATION**

THIS AGREEMENT is made and entered into this 13th day of June 2024 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Dexter Independent School District, a public school system acting by and through its duly appointed representative, hereinafter referred to as "Contractor."

WHEREAS Chaves County was awarded \$431,914.00 for Fiscal Year 2024-2025 in Distribution Funds;

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Community Wellness & Outreach; (2) Treatment; (3) Alternative Sentencing; (4) Program Administration; and

WHEREAS the County desires to utilize the expertise of the Contractor to provide an evidence-based DWI Prevention program called "Teens Needing Teens" aimed towards youth.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.
 - A. Contractor will utilize the DWI Grant funding to plan, organize and execute a program called Teens Needing Teens that will provide an alcohol-free environment to Chaves County youth.
 - B. Contractor will provide yearlong alternative activities to youths.
 - C. Contractor will allow the contracted Prevention Educator to come and implement evidence-based prevention activities and curriculums within the year to both youths and parents.
 - D. Participate and attend all DWI Planning Council activities/meetings.
 - E. Supplies or needed items for the program shall be included in the total contract amount.
 - F. Shall submit documents required by the DWI Coordinator and sign invoice for monthly reimbursement no later than the 5th of each month.

2. Compensation:

- A. The County shall pay to the Contractor in full payment for services rendered the sum of One Thousand dollars (\$1,000.00) per month, inclusive of the New Mexico Gross Receipt Tax. Invoices and all required monthly data and documents are due by no later than the 5th of each month.
- B. The total amount of the monies payable to the Contractor under this agreement, shall not exceed Twelve Thousand Dollars (\$12,000.00)

3. Term.

Services will commence on July 1, 2024. This Agreement shall terminate on June 30, 2025, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one-year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, (1) the Scope of Work and Compensation shall be renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Contractor, or (2) the Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient distributions have been made shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Insurance.

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated or otherwise modified without thirty (30) days prior written notice provided to Chaves County.
- C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

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 prior written approval of the County.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

10. Records and Audit.

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of the services rendered. These records shall be subject to inspection by the County, the Department of Finance, and the State Auditor. The County shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive and/or illegal payments.

11. Release.

Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its elected officials, officers and employees of the County and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

- A. 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.
- B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. Product of Service – Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

14. Conflict of Interest.

Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which-would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

16. Merger.

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Notice.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity performed under this Agreement. If the Contractor is found to not be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Indemnification.

The Contractor agrees to accept responsibility for loss or damage to any person(s) or property, to defend, indemnify, hold harmless or release the County, its officials and employees from actions, claims, damages, disabilities or the costs of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct of the contractor, its employees or agents in the performance of the agreement by the Contractor hereunder, excluding liability due to willful misconduct or negligent acts of the County or its employees. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

20. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements.

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of execution below.

CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry, Chairman

Date: _____

DEXTER INDEPENDENT SCHOOL DISTRICT

Joannie Harve
Contractor

Date: 6-13-2024

The records of the Taxation and Revenue Department reflect that the contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS ID Number: 01-50309500-4

**AGREEMENT A-24-018
BETWEEN CHAVES COUNTY AND DIANE TAYLOR
FOR DWI PREVENTION SERVICES**

THIS AGREEMENT is made and entered into this 13th day of June 2024 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Diane Taylor, hereinafter referred to as "Contractor."

WHEREAS Chaves County was awarded \$431,914.00 for Fiscal Year 2024-2025 in Distribution Funds;

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Community Wellness & Outreach; (2) Treatment; (3) Alternative Sentencing; (4) Program Administration; and

WHEREAS the County desires to utilize the expertise of the Contractor to provide evidence-based DWI Prevention programs for Chaves County.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

- A. Contractor must be a licensed Prevention Specialist or be supervised under an independently licensed specialist. Licensures, including those of supervisor, if appropriate, will be provided to DWI Coordinator. If applicable, contractor must communicate with the Licensed Prevention Specialist and receive approval of all evidence-based DWI Prevention Programs.
- B. Oversee the Teens Need Teens Centers in Chaves County. Recruit and train volunteer school personnel to provide adult supervision while the center is open. Must provide, at minimum, one (1) monthly evidence-based prevention program to all Teens Needing Teens Centers.
- C. Contractor must implement Evidence-based prevention activities and/or Promising Prevention Activities. According to LDWI Guidelines, a Promising Prevention Activity can only be funded for three years. At the end of the third year, Prevention Educator must evaluate the activity to show evidence of its effectiveness.

- D. Contractor will develop and conduct DWI prevention educational activities such as social / educational activities, drug and violence-free social / educational activities, and life skill educational events within Chaves County. Contractor will provide statistical information to DWI Coordinator to include, but does not limit to:**
- 1. Total number of attendees**
 - 2. Age of population reached**
 - 3. Evidence based or promising curriculum name**
 - 4. Location of Program**
 - 5. Provide and collect a pre and post participant survey.**
- E. Contractor will monitor the planning and conduct of Project Graduation Celebrations in Chaves County. Contractor will provide statistical information to DWI Coordinator to include, but does not limit to:**
- 1. Total number of graduating seniors**
 - 2. Total number of seniors attending**
 - 3. Alcohol related Violations/arrests**
 - 4. Expenditures**
 - 5. Provide and collect a post participant survey**
- F. Contractor shall plan, execute, monitor, and evaluate the evidence-based program Shattered Dreams in Chaves County. Contractor will provide appropriate statistical information to DWI Coordinator to include but does not limit to:**
- 1. Total number of attendees**
 - 2. Age of population reached**
 - 3. Expenditures**
 - 4. Location of Program**
 - 5. Provide and collect a pre and post participant survey.**
- G. Contractor will provide technical guidance on the preparation of monthly reports on activities, alternative alcohol, drug and violence-free social / educational activities, skill development events and statistical information required for the evaluation report.**
- H. Provide the DWI Program Coordinator with a consolidated quarterly report required by DFA. Once received and approved by DWI Coordinator, the report will be uploaded on to DFA's approved database by no later than the requested due date. The quarterly report will include an overview of program accomplishments, problems, and solutions.**

- I. Contractor shall provide guidance on local assessments, developing assessment tools and conduct appropriate analyses for the instruments used by the prevention program. This type of technical assistance will help prevention staff to become familiar with the use and application of tools such as needs assessments, State Epi Profile, NM YRRS, etc.
- J. Participate and attend all DWI Planning Council activities/meetings.
- K. Supplies or needed items for prevention programs are subject to funding availability and shall be requested in writing to the DWI Coordinator. Requests shall be presented and approved by the LDWI Planning council and DFA.
- L. Shall submit documents required by the DWI Coordinator and sign an invoice for monthly reimbursement no later than the 5th of each month.

2. Compensation:

- A. The County shall pay to the Contractor in full payment for services rendered the sum of four thousand five hundred twenty-four dollars and thirty-three cents (\$4,524.33) inclusive of the New Mexico Gross Receipt Tax. Invoices and all required monthly data and documents are due by no later than the 5th of each month.
- B. The total amount of the monies payable to the Contractor under this agreement, shall not exceed Fifty-four thousand, two hundred and ninety-two Dollars (\$54,292.00)

3. Term.

Services will commence on July 1, 2024. This Agreement shall terminate on June 30, 2025, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one- year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, (1) the Scope of Work and Compensation shall be renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Contractor, or (2) the Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient distributions have been made shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Insurance.

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated, or otherwise modified without thirty (30) days prior written notice provided to Chaves County.
- C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

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 prior written approval of the County.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

10. Records and Audit.

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of the services rendered. These records shall be subject to inspection by the County, the Department of Finance, and the State Auditor. The County shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive and/or illegal payments.

11. Release.

Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its elected officials, officers and employees of the County and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

- A. 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.
- B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. Product of Service – Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in

whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

14. Conflict of Interest.

Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which-would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

16. Merger.

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Notice.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity performed under this Agreement. If the Contractor is found to not be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Indemnification.

The Contractor agrees to accept responsibility for loss or damage to any person(s) or property, to defend, indemnify, hold harmless or release the County, its officials and employees from actions, claims, damages, disabilities or the costs of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct of the contractor, its employees or agents in the performance of the agreement by the Contractor hereunder, excluding liability due to willful misconduct or negligent acts of the County or its employees. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

20. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements.

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of execution below.

CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry, Chairman

Date: _____

DIANE TAYLOR

Diane Taylor
Contractor

Date: 6-13-2024

The records of the Taxation and Revenue Department reflect that the contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS ID Number: 023-777170-06

**AGREEMENT A-24-019
BETWEEN CHAVES COUNTY AND HAGERMAN
MUNICIPAL SCHOOL DISTRICT FOR
ALTERNATIVE DWI PREVENTION EDUCATION**

THIS AGREEMENT is made and entered into this 13th day of June 2024 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Hagerman Independent School District, a public school system acting by and through its duly appointed representative, hereinafter referred to as "Contractor."

WHEREAS Chaves County was awarded \$431,914.00 for Fiscal Year 2024-2025 in Distribution Funds;

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Community Wellness & Outreach; (2) Treatment; (3) Alternative Sentencing; (4) Program Administration; and

WHEREAS the County desires to utilize the expertise of the Contractor to provide an evidence-based DWI Prevention program called "Teens Needing Teens" aimed towards youth.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.
 - A. Contractor will utilize the DWI Grant funding to plan, organize and execute a program called Teens Needing Teens that will provide an alcohol-free environment to Chaves County youth.
 - B. Contractor will provide yearlong alternative activities to youths.
 - C. Contractor will allow the contracted Prevention Educator to come and implement evidence-based prevention activities and curriculums within the year to both youths and parents.
 - D. Participate and attend all DWI Planning Council activities/meetings.
 - E. Supplies or needed items for the program shall be included in the total contract amount.
 - F. Shall submit documents required by the DWI Coordinator and sign an invoice for monthly reimbursement no later than the 5th of each month.

2. Compensation:

- A. The County shall pay to the Contractor in full payment for services rendered the sum of One Thousand dollars (\$1,000.00) per month, inclusive of the New Mexico Gross Receipt Tax. Invoices and all required monthly data and documents are due by no later than the 5th of each month.
- B. The total amount of the monies payable to the Contractor under this agreement, shall not exceed Twelve Thousand Dollars (\$12,000.00)

3. Term.

Services will commence on July 1, 2024. This Agreement shall terminate on June 30, 2025, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one-year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, (1) the Scope of Work and Compensation shall be renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Contractor, or (2) the Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient distributions have been made shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Insurance.

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated, or otherwise modified without thirty (30) days prior written notice provided to Chaves County.
- C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

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 prior written approval of the County.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

10. Records and Audit.

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of the services rendered. These records shall be subject to inspection by the County, the Department of Finance, and the State Auditor. The County shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive and/or illegal payments.

11. Release.

Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its elected officials, officers and employees of the County and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

A. 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.

B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. Product of Service – Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

14. Conflict of Interest.

Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which-would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

16. Merger.

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Notice.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity performed under this Agreement. If the Contractor is found to not be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Indemnification.

The Contractor agrees to accept responsibility for loss or damage to any person(s) or property, to defend, indemnify, hold harmless or release the County, its officials and employees from actions, claims, damages, disabilities or the costs of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct of the contractor, its employees or agents in the performance of the agreement by the Contractor hereunder, excluding liability due to willful misconduct or negligent acts of the County or its employees. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

20. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements.

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of execution below.

CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry, Chairman

Date: _____

HAGERMAN INDEPENDENT SCHOOL DISTRICT

Belia Reyes
Contractor

Date: 6-13-2024

The records of the Taxation and Revenue Department reflect that the contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS ID Number: 85-6000138

**AGREEMENT A-24-020
BETWEEN CHAVES COUNTY AND LA CASA
BEHAVIORAL HEALTH FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 13th day of June 2024 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and La Casa Behavioral Health, hereinafter referred to as "Contractor."

WHEREAS Chaves County was awarded \$85,000.00 for Fiscal Year 2024-2025 in Local Grant Funds;

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Community Wellness & Outreach; (2) Treatment; (3) Alternative Sentencing; (4) Program Administration; and

WHEREAS the County desires to utilize the expertise of the Contractor to provide professional services.

1. Scope of Work.

- A. Contractor shall assess Spanish speaking clients to determine the required level of care. The initial therapy is provided in individual sessions focusing on motivation, self-awareness, and client-therapist relationship, followed by assignment to group sessions either didactic or group therapy, or both that will be provided by Contractor. Recommend aftercare plan if appropriate.
- B. Contractor shall maintain individual records of assessments, treatment plans, actual treatment activities, after care recommendations and such other records consistent with the requirements of the New Mexico Department of Health, the Federal Government and the National Association of Alcohol and Drug Abuse Counselors.
- C. Contractor shall input completion of Treatment outcomes and adjudicated client profiles in to DFA approved database and other required databases withing ten (10) working days from the date of Treatment.
- D. Contractor must be a licensed clinician or be supervised under an independently licensed clinician. Licensures, including those of supervisor, if appropriate, will be provided to DWI Coordinator.

- E. Contractor shall implement pre and post evaluation of program to track effectiveness. Results shall be submitted to the DWI Coordinator monthly.
- F. Contractor must provide Treatment Protocols to DWI Coordinator at the beginning of each Fiscal Year.
- G. Participate and attend all DWI Planning Council activities/meetings.
- H. Supplies or needed items for the program shall be included in total contract amount.
- I. Coordinate with the County's DWI Screener, Court Compliance Office, and the DWI Coordinator.
- J. Contractor shall submit documents required by the DWI Coordinator and sign an invoice for monthly reimbursement no later than the 5th of each month.

2. Compensation:

- A. The County shall pay to the Contractor in full payment for services rendered the sum of Two-Thousand Five-Hundred Dollars (\$2,500.00) per month, inclusive of the New Mexico Gross Receipt Tax. Invoices and all required monthly data and documents for services executed are due by no later than the 5th of each month.
- B. The total amount of the monies payable to the Contractor under this agreement shall not exceed Thirty Thousand Dollars (\$30,000.00).

3. Term.

Services will commence on July 1, 2024. This Agreement shall terminate on June 30, 2025, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one-year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL

RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, (1) the Scope of Work and Compensation shall be renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Contractor, or (2) the Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient distributions have been made shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County.

7. Insurance.

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated or otherwise modified without thirty (30) days prior written notice provided to Chaves County.
- C. Contractor agrees to abide by the State of New Mexico Workman Compensation Act.

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 prior written approval of the County.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

10. Records and Audit.

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of the services rendered. These records shall be subject to inspection by the County, the Department of Finance, and the State Auditor. The County shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive and/or illegal payments.

11. Release.

Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its elected officials, officers and employees of the County and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

- A. 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.
- B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. Product of Service – Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

14. Conflict of Interest.

Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

16. Merger.

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Notice.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity performed under this

Agreement. If the Contractor is found to not be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Indemnification.

The Contractor agrees to accept responsibility for loss or damage to any person(s) or property, to defend, indemnify, hold harmless or release the County, its officials and employees from actions, claims, damages, disabilities or the costs of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct of the contractor, its employees or agents in the performance of the agreement by the Contractor hereunder, excluding liability due to willful misconduct or negligent acts of the County or its employees. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

20. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements.

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of execution below.

CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry, Chairman

Date: _____

LA CASA BEHAVIORAL HEALTH

Elizabeth Macias
Contractor

Date: June 13, 24

Elizabeth Macias, LCSW
Director of Behavioral Health

The records of the Taxation and Revenue Department reflect that the contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS ID Number: _____

**AGREEMENT A-24-021
BETWEEN CHAVES COUNTY AND LAKE ARTHUR
MUNICIPAL SCHOOL DISTRICT FOR
ALTERNATIVE DWI PREVENTION EDUCATION**

THIS AGREEMENT is made and entered into this 13th day of June 2024 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Lake Arthur Independent School District, a public school system acting by and through its duly appointed representative, hereinafter referred to as "Contractor."

WHEREAS Chaves County was awarded \$431,914.00 for Fiscal Year 2024-2025 in Distribution Funds;

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Community Wellness & Outreach; (2) Treatment; (3) Alternative Sentencing; (4) Program Administration; and

WHEREAS the County desires to utilize the expertise of the Contractor to provide an evidence-based DWI Prevention program called "Teens Needing Teens" aimed towards youth.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.
 - A. Contractor will utilize the DWI Grant funding to plan, organize and execute a program called Teens Needing Teens that will provide an alcohol-free environment to Chaves County youth.
 - B. Contractor will provide yearlong alternative activities to youths.
 - C. Contractor will allow the contracted Prevention Educator to come and implement evidence-based prevention activities and curriculums within the year to both youths and parents.
 - D. Participate and attend all DWI Planning Council activities/meetings.
 - E. Supplies or needed items for the program shall be included in the total contract amount.
 - F. Shall submit documents required by the DWI Coordinator and sign an invoice for monthly reimbursement no later than the 5th of each month.

2. Compensation:

- A. The County shall pay to the Contractor in full payment for services rendered the sum of One Thousand dollars (\$1,000.00) per month, inclusive of the New Mexico Gross Receipt Tax. Invoices and all required monthly data and documents are due by no later than the 5th of each month.
- B. The total amount of the monies payable to the Contractor under this agreement, shall not exceed Twelve Thousand Dollars (\$12,000.00)

3. Term.

Services will commence on July 1, 2024. This Agreement shall terminate on June 30, 2025, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one- year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, (1) the Scope of Work and Compensation shall be renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Contractor, or (2) the Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient distributions have been made shall be accepted by the Contractor and shall be final.

6. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. **Insurance.**

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated or otherwise modified without thirty (30) days prior written notice provided to Chaves County.
- C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

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 prior written approval of the County.

9. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

10. **Records and Audit.**

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of the services rendered. These records shall be subject to inspection by the County, the Department of Finance, and the State Auditor. The County shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive and/or illegal payments.

11. Release.

Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its elected officials, officers and employees of the County and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

- A. 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.
- B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. Product of Service – Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

14. Conflict of Interest.

Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which-would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

16. Merger.

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Notice.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity performed under this Agreement. If the Contractor is found to not be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Indemnification.

The Contractor agrees to accept responsibility for loss or damage to any person(s) or property, to defend, indemnify, hold harmless or release the County, its officials and employees from actions, claims, damages, disabilities or the costs of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct of the contractor, its employees or agents in the performance of the agreement by the Contractor hereunder, excluding liability due to willful misconduct or negligent acts of the County or its employees. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

20. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements.

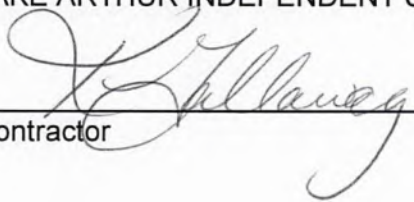
IN WITNESS WHEREOF, parties have executed this Agreement as of the date of execution below.

CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry, Chairman

Date: _____

LAKE ARTHUR INDEPENDENT SCHOOL DISTRICT



Contractor

Date: 6-13-2024

The records of the Taxation and Revenue Department reflect that the contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS ID Number: 01-503134-00-9

AGREEMENT A-24-022
BETWEEN CHAVES COUNTY AND FRANK G. MAGOURILOS
CERTIFIED PREVENTION SPECIALIST & EVALUATOR

THIS AGREEMENT is made and entered into this 13th day of June 2024 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Frank G. Magourilos, hereinafter referred to as "Contractor."

WHEREAS Chaves County was awarded \$431,914.00 for Fiscal Year 2024-2025 in Distribution Funds;

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Community Wellness & Outreach; (2) Treatment; (3) Alternative Sentencing; (4) Program Administration; and

WHEREAS the County desires to utilize the expertise of the Contractor to provide professional services for Domestic Violence Prevention.

1. Scope of Work.

- A. Contractor shall provide a comprehensive assessment and evaluation of the Chaves County DWI Prevention Program:
1. Develop from archival and existing data sources and FY24 Chaves County Prevention Needs Assessment that includes:
 - a. What is a Community Needs Assessment
 - b. How to use this Needs Assessment
 - c. The State of Health in New Mexico
 - d. About Chaves County
 - e. U.S. Census Bureau Chaves County, New Mexico
 - f. Alcohol in use U.S
 - g. New Mexico Alcohol use landscape
 - h. NM Counties alcohol crash deaths comparisons
 - i. Chaves County risk factors
 - j. Chaves County NM DOH IBIS reports relevant data
 - k. NM local DWI programs successes
 - l. New Mexico youth risk and resiliency survey High School
 - m. Chaves County grades 9-12 YRRSS relevant data
 - n. New Mexico youth risk and resiliency survey Middle School
 - o. Chaves County grades 6-8 YRRS relevant data
 - p. Chaves County BHP assessment dt analysis
 - q. Comparisons of the High School and Middle School YRRS data
 - r. Trends
 - s. Next Steps
 - t. Appendices

- B. Contractor shall work with the Chaves County DWI Program Coordinator to continue development of an updated prevention plan to address gaps and needs in the Chaves County Community including:**
 - 1. Develop a Chaves County DWI Program Prevention metrics that includes:**
 - a. Metric 1 - NIDA Guiding Principles**
 - b. Metric 2 - Health Promotion – Prevention Theories**
 - c. Metric 3 - National Prevention Strategy**
 - d. Metric 4 - SAMHSA Strategic Prevention Framework SPF**
 - 2. Develop a Chaves County DWI Prevention Logic Model that includes:**
 - a. Goals: Behaviors and Related Problems**
 - b. Risk and Protective Factors**
 - c. Interventions**
 - d. Short-term Outcomes**
 - e. Long-term Outcomes**

- C. Contractor shall Develop a Chaves County Prevention Programs return on investment analysis based on:**
 - 1. SAMHSA: Miller, T. and Hendrie, D. Substance Abuse Prevention Dollars, and Cents: A Cost-Benefit Analysis, DHHS Pub. No. (SMA) 07-4298. Rockville, MD: Center for Substance Abuse Prevention, Substance Abuse and Mental Health Services Administration, 2008.**

- D. Contractor shall develop a Chaves County Final DWI Program Prevention summary and recommendations.**

- E. Contractor shall be available to attend virtually Chaves County DWI Planning Council meetings.**

- F. Contractor shall review effectiveness of activities implemented through a quality improvement process by providing Coordinator post program surveys and evaluation results.**

- G. Contractor shall develop survey instruments and processes.**

- H. Contractor shall develop and provide the Coordinator with evaluation survey instruments.**

- I. Survey instruments shall need to be handed out by Chaves County Staff or volunteers and filled out at every prevention activity and event.**

- J. Filled out survey forms shall be emailed to Contractor on a timely basis for evaluation tallies and analysis.**

2. Compensation:

- A. The County shall pay to the Contractor in full payment for services rendered the sum of One Thousand One-Hundred Sixty-Six Dollars and Sixty-Six cents (\$1,166.66) per month, inclusive of the New Mexico Gross Receipt Tax. Invoices and all required monthly data and documents for services executed are due by no later than the 5th of each month.
- C. The total amount of the monies payable to the Contractor under this agreement, shall not exceed Fourteen Thousand Dollars (\$14,000.00).

3. Term.

Services will commence on July 1, 2024. This Agreement shall terminate on June 30, 2025, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one-year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, (1) the Scope of Work and Compensation shall be renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Contractor, or (2) the Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient distributions have been made shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue

leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County.

7. **Insurance.**

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated, or otherwise modified without thirty (30) days prior written notice provided to Chaves County.
- C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

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 prior written approval of the County.

9. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

10. **Records and Audit.**

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of the services rendered. These records shall be subject to inspection by the County, the Department of Finance, and the State Auditor. The County shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive and/or illegal payments.

11. Release.

Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its elected officials, officers and employees of the County and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

- A. 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.
- B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. Product of Service – Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

14. Conflict of Interest.

Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which-would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

16. Merger.

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Notice.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity performed under this Agreement. If the Contractor is found to not be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Indemnification.

The Contractor agrees to accept responsibility for loss or damage to any person(s) or property, to defend, indemnify, hold harmless or release the County, its officials and employees from actions, claims, damages, disabilities or the costs of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct of the contractor, its employees or agents in the performance of the agreement by the Contractor hereunder, excluding liability due to willful misconduct or negligent acts of the County or its employees. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

20. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements.

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of execution below.

CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry, Chairman

Date: _____

FRANK G MAGOURILOS


Frank Magourilos (May 22, 2024 08:21 GMT+3)

Contractor

Date: May 22, 2024

The records of the Taxation and Revenue Department reflect that the contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS ID Number: 03-386666-00-0







A-24-022 Frank Magourilos

Final Audit Report

2024-05-22

Created:	2024-05-21
By:	Elly Hollon (elly.hollon@chavescounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAALwxHS7SPQ0bR4jkG9qr996r1TzpnfaPY

"A-24-022 Frank Magourilos" History

-  Document created by Elly Hollon (elly.hollon@chavescounty.gov)
2024-05-21 - 9:02:31 PM GMT- IP address: 64.90.145.2
-  Document emailed to preventionworks@msn.com for signature
2024-05-21 - 9:03:49 PM GMT
-  Email viewed by preventionworks@msn.com
2024-05-22 - 5:20:19 AM GMT- IP address: 104.47.73.254
-  Signer preventionworks@msn.com entered name at signing as Frank Magourilos
2024-05-22 - 5:21:55 AM GMT- IP address: 174.197.74.156
-  Document e-signed by Frank Magourilos (preventionworks@msn.com)
Signature Date: 2024-05-22 - 5:21:57 AM GMT - Time Source: server- IP address: 174.197.74.156
-  Agreement completed.
2024-05-22 - 5:21:57 AM GMT

**AGREEMENT A-24-023
BETWEEN CHAVES COUNTY AND CHARACTER COUNTS
FOR PROJECT GRADUATION CELEBRATION**

THIS AGREEMENT is made and entered into this 13th day of June, 2024, by and between Chaves County, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "County", and Character Counts of Chaves County, a non-profit corporation, hereinafter referred to as "Contractor".

WHEREAS Chaves County was awarded \$431,914.00 for Fiscal Year 2024-2025 in Distribution Funds;

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Community Wellness & Outreach; (2) Treatment; (3) Alternative Sentencing; (4) Program Administration; and

WHEREAS the County desires to utilize the expertise of the Contractor to provide professional services.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.
 - A. Contractor shall plan, organize, and execute a Project Graduation Celebration at Roswell High School, Goddard High School, and University High School to be implemented during the month of May.
 - B. Contractor shall be in close coordination with the contracted Prevention Educator to assure all the activities and components of Project Graduation are appropriate and conducive to curtailing substance and alcohol use.
 - C. Contractor shall work with the contracted Prevention Educator in developing, administering, and collecting from all participants a short 4-5 question post satisfaction survey. Prevention Educator will assist in producing post question satisfaction surveys. A final report will be submitted to the DWI Coordinator to demonstrate the effectiveness of the program.

Character Counts
Project Graduation Celebration

- D. Contractor shall submit invoice and final report upon completion of the program and provide a presentation on the next scheduled DWI Planning Council Meeting.
- E. Supplies or needed items for the program shall be included in total contract amount.

2. Compensation:

- A. The total amount of the monies payable to the Contractor under this Agreement, shall not exceed Five Thousand Dollars (\$5,000.00) inclusive of New Mexico Gross Receipt Tax.
- B. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the Contractor.
- C. The County shall pay the Contractor upon receipt of a detailed statement of accounting for services performed and expenses incurred hereunder.
- E. The Contractor shall submit an invoice for payment for services rendered to the County. The County shall determine if said services have been satisfactorily provided. If services are deemed acceptable, the County will remit payment within 30 days of the receipt of the invoice. If services are deemed unacceptable, the County will notify the Contractor of the deficiencies in writing within ten (10) days of receipt of the invoice. Once the Contractor has corrected the deficiencies, they shall resubmit the invoice. If the County determines the deficiencies have been corrected, the County will remit payment within 30 days of receipt of the resubmitted invoice.

3. Term.

Services will commence on July 1, 2024. This Agreement shall terminate on June 30, 2025, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one-year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, (1) the Scope of Work and Compensation shall be renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Contractor, or (2) the Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient distributions have been made shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Insurance.

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the

Character Counts

Project Graduation Celebration

foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated, or otherwise modified without thirty (30) days prior written notice provided to Chaves County.

C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

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 prior written approval of the County.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

10. Records and Audit.

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of the services rendered. These records shall be subject to inspection by the County, the Department of Finance, and the State Auditor. The County shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive and/or illegal payments.

11. Release.

Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its elected officials, officers and employees of the County and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

- A. 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.
- B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. Product of Service – Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

14. Conflict of Interest.

Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which-would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

16. Merger.

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been

Character Counts

Project Graduation Celebration

merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Notice.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity performed under this Agreement. If the Contractor is found to not be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Indemnification.

The Contractor agrees to accept responsibility for loss or damage to any person(s) or property, to defend, indemnify, hold harmless or release the County, its officials and employees from actions, claims, damages, disabilities or the costs of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct of the contractor, its employees or agents in the performance of the agreement by the Contractor hereunder, excluding liability due to willful misconduct or negligent acts of the County or its employees. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

20. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements.

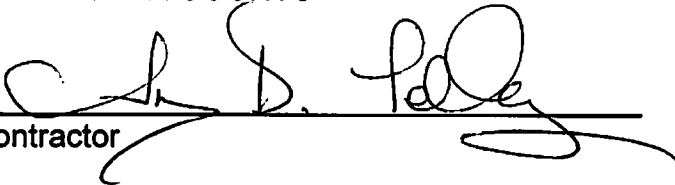
IN WITNESS WHEREOF, parties have executed this Agreement as of the date of execution below.

CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry, Chairman

Date: _____

CHARACTER COUNTS



Contractor

Date: 6-13-2024

The records of the Taxation and Revenue Department reflect that the contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS ID Number: 02-436943-008

**AGREEMENT A-24-024
BETWEEN CHAVES COUNTY AND ROSWELL REFUGE FOR
EDUCATIONAL SERVICES FOR ALCOHOL RELATED
DOMESTIC VIOLENCE OFFENDERS**

THIS AGREEMENT is made and entered into this 13th day of June 2024 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Roswell Refuge, hereinafter referred to as "Contractor."

WHEREAS Chaves County was awarded \$431,914.00 for Fiscal Year 2024-2025 in Distribution Funds;

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Community Wellness & Outreach; (2) Treatment; (3) Alternative Sentencing; (4) Program Administration; and

WHEREAS the County desires to utilize the expertise of the Contractor to provide professional services for Domestic Violence Prevention.

1. Scope of Work.

- A. Contractor shall utilize the DWI funding exclusively for the benefit of Chaves County to supervise and oversee a court ordered Alcohol related Domestic Violence Intervention program (DVIP). DVIP will be a 52-week education program that will be provided by contractor.
- B. Contractor must adhere to the CYFD Rule on DVIP's. The Rule is NMAC 8.8.7.1
- C. Participate and attend in all the DWI Planning Council activities/meetings.
- D. Supplies or needed items for the program shall be included in the total contract amount.
- E. Contractor shall utilize and provide a Domestic Violence Assessment Tool that will be used for evaluation purposes.
- F. Shall submit documents required by the DWI Coordinator and sign an invoice for monthly reimbursement no later than the 5th of each month.

2. **Compensation:**

- A. The County shall pay to the Contractor in full payment for services rendered the sum of Two-Thousand Dollars (\$2,000.00) per month, inclusive of the New Mexico Gross Receipt Tax. Invoices and all required monthly data and documents for services executed are due by no later than the 5th of each month.
- C. The total amount of the monies payable to the Contractor under this agreement, shall not exceed Twenty-four Thousand Dollars (\$24,000.00).

3. **Term.**

Services will commence on July 1, 2024. This Agreement shall terminate on June 30, 2025, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one-year periods, not to exceed a total of four (4) years.

4. **Termination.**

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, (1) the Scope of Work and Compensation shall be renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Contractor, or (2) the Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient distributions have been made shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Insurance.

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated, or otherwise modified without thirty (30) days prior written notice provided to Chaves County.
- C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

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 prior written approval of the County.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

10. Records and Audit.

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of the services rendered. These records shall be subject to inspection by the County, the Department of Finance, and the State Auditor. The County shall have a right to audit billings both before

and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive and/or illegal payments.

11. Release.

Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its elected officials, officers and employees of the County and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

- A. 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.
- B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. Product of Service – Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

14. Conflict of Interest.

Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which-would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

16. Merger.

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Notice.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity performed under this Agreement. If the Contractor is found to not be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Indemnification.

The Contractor agrees to accept responsibility for loss or damage to any person(s) or property, to defend, indemnify, hold harmless or release the County, its officials and employees from actions, claims, damages, disabilities or the costs of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct of the contractor, its employees or agents in the performance of the agreement by the Contractor hereunder, excluding liability due to willful misconduct or negligent acts of the County or its employees. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

20. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements.

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of execution below.

CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry, Chairman

Date: _____

ROSWELL REFUGE OF CHAVES COUNTY

Liesi Carrera
Contractor

Date: 5/27/24

The records of the Taxation and Revenue Department reflect that the contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS ID Number: _____

**AGREEMENT A-24-025
BETWEEN CHAVES COUNTY AND SERENITY
COUNSELING FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 13th day of June 2024 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Serenity Counseling, hereinafter referred to as "Contractor."

WHEREAS Chaves County was awarded \$85,000.00 for Fiscal Year 2024-2025 in Local Grant Funds;

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Community Wellness & Outreach; (2) Treatment; (3) Alternative Sentencing; (4) Program Administration; and

WHEREAS the County desires to utilize the expertise of the Contractor to provide professional services.

1. Scope of Work.

- A. Contractor shall assess clients to determine the required level of care. The initial therapy is provided in individual sessions focusing on motivation, self-awareness, and client-therapist relationship, followed by assignment to group sessions either didactic or group therapy, or both that will be provided by Contractor. Recommend aftercare plan if appropriate.
- B. Contractor shall maintain individual records of assessments, treatment plans, actual treatment activities, after care recommendations and such other records consistent with the requirements of the New Mexico Department of Health, the Federal Government and the National Association of Alcohol and Drug Abuse Counselors.
- C. Contractor shall input completion of Treatment outcomes and adjudicated client profiles in to DFA approved database and other required databases within ten (10) working days from the date of Treatment.
- D. Contractor must be a licensed clinician or be supervised under an independently licensed clinician. Licensures, including those of supervisor, if appropriate, will be provided to DWI Coordinator.
- E. Contractor will provide Victim Impact Presentations every 6 weeks. Will provide DWI Coordinator with reports on presentation and attendees.

- F. Contractor shall implement pre and post evaluation of program to track effectiveness. Results shall be submitted to the DWI Coordinator monthly.
- G. Contractor must provide Treatment Protocols to DWI Coordinator at the beginning of each Fiscal Year.
- H. Participate and attend all DWI Planning Council activities/meetings.
- I. Supplies or needed items for the program shall be included in total contract amount.
- J. Coordinate with the County's DWI Screener, Court Compliance Office, and the DWI Coordinator.
- K. Contractor shall submit documents required by the DWI Coordinator and sign an invoice for monthly reimbursement no later than the 5th of each month.

2. Compensation:

- A. The County shall pay to the Contractor in full payment for services rendered the sum of Four-Thousand One Hundred Sixty-Six Dollars and sixty-Six Cents (\$4,166.66) per month, inclusive of the New Mexico Gross Receipt Tax. Invoices and all required monthly data and documents for services executed are due by no later than the 5th of each month.
- B. The total amount of the monies payable to the Contractor under this agreement, shall not exceed Fifty Thousand Dollars (\$50,000.00).

3. Term.

Services will commence on July 1, 2024. This Agreement shall terminate on June 30, 2025, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one-year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such

termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, (1) the Scope of Work and Compensation shall be renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Contractor, or (2) the Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient distributions have been made shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Insurance.

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated or otherwise modified without thirty (30) days prior written notice provided to Chaves County.
- C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

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 prior written approval of the County.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

10. Records and Audit.

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of the services rendered. These records shall be subject to inspection by the County, the Department of Finance, and the State Auditor. The County shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive and/or illegal payments.

11. Release.

Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its elected officials, officers and employees of the County and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

- A. 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.
- B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. Product of Service – Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

14. Conflict of Interest.

Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

16. Merger.

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Notice.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity performed under this

Agreement. If the Contractor is found to not be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Indemnification.

The Contractor agrees to accept responsibility for loss or damage to any person(s) or property, to defend, indemnify, hold harmless or release the County, its officials and employees from actions, claims, damages, disabilities or the costs of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct of the contractor, its employees or agents in the performance of the agreement by the Contractor hereunder, excluding liability due to willful misconduct or negligent acts of the County or its employees. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

20. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements.

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of execution below.

CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry, Chairman

Date: _____

SERENITY COUNSELING



Contractor

Date: June 13, 2024

The records of the Taxation and Revenue Department reflect that the contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS ID Number: 03-147247-00-8

Item # 7

Award Recommendation and approval of agreement A-24-026 for Public Health Office Project to Waide Construction Co of Roswell, NM

Meeting Date: 06/13/2024

STAFF SUMMARY

REQUESTED BY: Analicia Nieto, CPO
Purchasing Director

ACTION REQUIRED: Award Recommendation for Public Health Office

SUMMARY: Chaves County solicited bids twice for the Public Health Office Project. Two bids were received on the 1st solicitation, however, both were rejected. Again, two bids were received for the 2nd solicitation, and a notice of intent to award contingent upon DFA approval was recommended for award to a contractor out of El Paso, TX. Due to timing and federal requirements that this project entails, Chaves County was unable to secure a contract with the contractor. At that time, Chaves County requested a new bid from the 2nd bidder which is as follows:

1. Waide Construction Co. of Roswell, NM for \$6,867,380.00 (w/o GRT)

The bid has been reviewed for compliance with federal requirements and approved by DFA (CDBG funding) and staff. Staff recommends approval of the award recommendation and agreement A-24-026 to Waide Construction Co in the amount of \$6,867,380.00 plus GRT.

SUPPORT DOCUMENTS: Recommendation Letter from Architect
Notice of Intent to Award
A-24-026 – Owner to Contractor Agreement

AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT FORMS - LUMP SUM PRICE OR UNIT PRICE
Section 00510



Contract No. CDBG No. 22-C-NR-I-03-G-08

[Disclaimer: Changes and/or modifications made to this document, other than the typical construction items for which the contractor is bidding and/or will contract for, without the written consent of the Local Government Division, DFA shall render this document null and void]

This Agreement entered into this **13th** day of **JUNE, 2024**, by and between the parties as follows:

THE OWNER:

Chaves County
#1 St. Mary's Place
Roswell, NM 88203

THE CONTRACTOR:

Waide Construction Co., Inc
5302 N Main Street
Roswell, NM 88201

Telephone:
(575) 624-6600

E-mail address:

Ana.nieto@chavescounty.gov

Alex.palomino@chavescounty.gov

Telephone:
(575) 623-9555

E-mail address:

waide@mac.com

For the following Project: Public Health Office

Project Number: CDBG No. 22-C-NR-I-03-G-08

ARCHITECT/ENGINEER OF RECORD:

Telephone: 915-490-9173

E-mail address: robprice@asa-architects.com

diego@asa-architects.com

RECITALS

WHEREAS, New Mexico Small Cities’ Community Development Block Grant Program (CDBG); and

WHEREAS, the Owner, through its Mayor/ Chairman, is authorized to enter into a construction contract for the Project pursuant to Sections 13-1-100 NMSA 1978; and

WHEREAS, the Owner has let this contract according to the established state and local purchasing procedures for contracts of the type and amount let; and

WHEREAS, award of the construction contract on this Project was approved by the Governing Body at its meeting of **June 13th, 2024**;

The OWNER and the CONTRACTOR agree as set forth below.

**ARTICLE 1
THE CONTRACT DOCUMENTS**

1.1 The Contract Documents consist of the following:

- Bid Form
- This Agreement
- Performance Bond
- Labor and Material Payment Bonds
- Agent's Affidavit
- Certificate of Insurance
- Assignment of Antitrust Claims
- Table A Subcontracts Breakdown
- Table B Estimated Project Workforce Breakdown
- Notice of Award
- Notice to Proceed
- Conditions of the Contract (General, Supplementary and Other Conditions)
- Drawings
- Specifications
- All Addenda Issued Prior to and
- All Modifications Issued after Execution of this Agreement
- Federal requirements, certifications and forms required by the CDBG program

These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7 of this Agreement.

**ARTICLE 2
THE WORK**

2.1 The Contractor shall perform all the Work required by the Contract for the following:

A new Public Health Building that will be approximately 12,000 sq feet and will consist of approximately; 70,000 sf grading; 34,900 sf paving; utilities; 16,600 sf landscaping and irrigation; 480 of fencing; exterior walls; 32 insulated exterior windows; 8 exterior doors; 12,325 sf roofing; 1,150 sf canopy; partitions; 73 interior wood doors; wall finishes; carpet tile and vinyl composite tile; acoustic ceiling system; plumbing fixtures; domestic water distribution; HVAC ; electrical; lighting; communication; security; institutional equipment such as built in cabinets and counter tops and those items associated with constructing a new building.

ARTICLE 3

**TIME OF COMMENCEMENT
AND SUBSTANTIAL COMPLETION**

3.1 The Work to be performed under the contract shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial Completion shall be achieved not later than **540** calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

3.2 Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this article, the Contractor agrees, in partial consideration for the award of the Contract, to pay to the Owner the amount of **Two Hundred Fifty Dollars** (\$250) per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Contract.

**ARTICLE 4
CONTRACT
SUM**

4.1 The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract, the Contract Sum of **Six Million Eight Hundred and Sixty-Seven Thousand Three Hundred and Eighty Dollars**

Dollars (**\$ 6,867,380.00**).

4.2 The Contract sum is determined as follows:

Base Bid	\$ <u>6,867,380.00</u>
Alternatives (if any)	\$ _____
NM GRT @ <u>7.8958</u> %	\$ <u>542,234.59</u>
Contract Sum	\$ <u>7,409,615.59</u>

**ARTICLE 5
PROGRESS
PAYMENTS**

5.1 Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/ Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract for the period ending the 5th day of the month as follows:

5.2 Not later than thirty (30) working days following receipt by the Owner of an undisputed Application for Payment or as stated in Paragraph 25 of the Supplemental General Conditions, one

hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; less such amounts as the Architect/ Engineer shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents (Section 57-28-5 NMSA 1978). (48 CFR 52.232-27) (Title 5 Part 1315.14).

5.2.1 When making payments, an owner, contractor or subcontractor shall not retain, withhold, hold back or in any other manner not pay amounts owed for work performed. For additional information regarding retainage and the Prompt Payment Act refer to Section 57-28-5 NMSA 1978.

**ARTICLE 6
FINAL PAYMENT**

6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor within thirty (30) calendar days after notification of the Owner by the Architect/Engineer that all incomplete and unacceptable work that was noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Architect/Engineer and final monitoring and close-out by the Funding Agency. In addition, the Contractor shall provide to the Owner a certified statement of Release of Liens (*AIA Document G706A or approved form*) and Consent of Surety.

**ARTICLE 7
GENERAL AND SPECIAL PROVISIONS**

7.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.

7.2 Terms used in this Agreement that are defined in the Conditions of the Contract shall have the meanings

designated in those Conditions.

7.3 As between the parties to this Agreement. As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work; and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of the Owner's approval of the Final Certificate of Payment.

7.4 The Contractor shall hold harmless and indemnify the Owner against any and all injury, loss, or damage, including cost of defense - including but not limited to court costs and attorneys' fees - arising out of the negligent acts, errors, or omissions of the Contractor.

7.5 This Agreement shall not become effective until approved by the governing body; and signed by all parties required to sign this Agreement and reviewed by the Funding Agency.

7.6 The Contractor and his agents and employees are independent contractors and are not employees of the Owner. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.

7.7 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, his officers and employees from his liabilities and obligations arising from or under this Agreement, including but not limited to all damages, losses, costs, liability, and expenses, including but not limited to attorneys' fees and costs of litigation that the Contractor may incur.

7.8 The Contractor agrees not to purport to bind Owner to any obligation not assumed herein by Owner unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7.9 Notices. All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid - in the instance of

notice of termination of work also by certified mail - and addressed as shown on the title page of this Agreement.

7.10 Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as hereinabove provided.

7.11 Gender - Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise.

7.12 Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

7.13 This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

7.14 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of this Agreement shall be attached to this Agreement at the time of execution and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

7.15 Separability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

7.16 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

7.17 Entire Agreement. This Agreement represents the entire

contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

7.18 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

7.19 Words and Phrases. Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.

7.20 Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one contract document shall be as binding as if required by all.

7.21 Pursuant to §13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico, including §§30-14-1, 30-24-2, and

30-41-1 through 3 NMSA 1978, which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code, §§13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation.

7.22 The Contract Documents, which constitute the entire Contract between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

7.23 The following documents bound in the Project Manual:

<u>Documents</u>	<u>Pages</u>
Bid Form	4A-21
Agreement between Owner and Contractor	4A-39
Performance Bond	4A-45
Labor and Material Payment Bond	4A-47
Agent's Affidavit	4A-29/51
Certificate of Insurance	4A-53
Assignment of Antitrust Claims	4A-55
Table A Subcontracts Breakdown	4A-58
Table B Estimated Project Workforce Breakdown	4A-59
General Conditions	4A-61
Supplementary Conditions	4A-75
Technical Specifications -	

OWNER: _____

Mayor/Chairperson Date: __

Reviewed: As to Legal Form and Sufficiency

By: _____

Title: _____ Date: __

As to Budget Sufficiency

By: _____

Title: _____ Date: __

APPROVED: This Agreement is entered into as of the day and year first written above.

CONTRACTOR: _____

By: _____

Title: _____ Date: __

Federal Tax ID N°: _____ State Tax ID N°: __

AGENCY CONCURRENCE:

By: _____

Title: _____

Date: _____

AGENDA ITEM: 8 Agreement A-24-027 between Chaves

MEETING DATE: June 13, 2024 Chaves County and La Casa For Medical Services

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Anabel Barraza

ACTION REQUESTED:
Approval of Agreement A-24-027

ITEM SUMMARY:

This Agreement is between Chaves County and La Casa for indigent medical services. La Casa will provide medical, dental and/or behavioral health to indigent residents of Chaves County. The Agreement is for one year with the Agreement automatically renewing each year for a total of five years.

Staff recommends approval.

SUPPORT DOCUMENTS:

Agreement A-24-027

SUMMARY BY: Anabel Barraza

TITLE: Finance Director

AGREEMENT A-24-027

BETWEEN CHAVES COUNTY AND LA CASA DE BUENA SALUD TO PROVIDE INDIGENT RESIDENTS WITH PRIMARY HEALTH CARE, PREVENTATIVE AND EDUCATIONAL SERVICES

THIS AGREEMENT is made and entered into this 13th day of June, 2024, by and between the County of Chaves, a political subdivision of the State of New Mexico acting by and through its duly elected Board of Commissioners, hereinafter referred to as "County," and La Casa de Buena Salud, Inc., hereinafter referred to as "La Casa."

WHEREAS, Chaves County has established a County Indigent Hospital/Health Care Fund for the purpose of providing funds for the medical care of indigent residents of the County; and

WHEREAS, the Board of Commissioners has adopted the Indigent Hospital/Health Care Ordinance #58 which sets forth rules and regulations governing the County Indigent Hospital/Health Care Fund; and

WHEREAS, La Casa is a non-profit corporation engaged in providing primary health care, preventive health care and educational services for indigent residents of Chaves County; and

WHEREAS, La Casa and the County have agreed that it is in the best interest of the indigent residents of the County to enter into an agreement to provide primary health care, preventive and educational services for residents of Chaves County under the terms and conditions of the Chaves County Indigent Hospital/Health Care Ordinance #58.

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. **SCOPE OF SERVICES:** La Casa shall provide professional medical services to indigent patients domiciled in the County of Chaves as that term is defined by the Indigent Hospital/Health Care Ordinance #58. Those services shall include the following:
 - A. **MEDICAL**
 1. Acute medical (e.g. colds, upper respiratory infection, urinary tract infection, etc.) for adult and geriatric patients.
 2. Chronic medical (e.g. hypertension, diabetes, arthritis, etc.)
 3. Minor emergency medical (e.g. lacerations, fractures, sprains, etc.)

4. Pediatric care (e.g. upper respiratory infections, urinary tract infections, asthma, etc.)
5. Laboratory services.
6. Radiology referral services. The County will be billed for the actual cost of radiology services not performed in a hospital. These services will be reimbursed at the actual cost. Provider is required for maintaining accountability with the radiology provider. These services will be based on a case by case need of the patient.
7. Pharmacy services. These services will include the La Casa's actual cost of the prescribed medications, cost of glucose monitoring devices and associated supplies, peak flow meters, crutch rental for a reasonable period of time and any medically necessary expense which is required for the treatment of a patient.
8. Gynecology services that emphasize annual pap and pelvic and cervical testing as indicated on examination. The cost for these services to the County will be secondary, after payment has been received from the Breast and Cervical Cancer Screening.
9. Physician referrals. The actual referral cost incurred in sending a patient from La Casa, to a specialty physician.
10. Dental Services. The County will reimburse for minor dental services which includes extractions, abscesses, denture repair and denture replacement. Denture replacement will be allowed once every seven (7) years. All reimbursements will be in accordance with Ordinance #58.
11. La Casa will be allowed to prioritize the available funding towards services that are of the greatest need.

B. PREVENTATIVE SERVICES

1. Routine physicals (employment physicals are excluded).
2. Pap smears.
3. Well child care.
4. Immunizations (County will only pay the costs of administering the vaccinations).

C. EDUCATIONAL SERVICES

1. Diabetic management.
2. Hypertension management.
3. Substance abuse.
4. Weight control.
5. Nutrition counseling.
6. Accident prevention.
7. Fitness and exercise.
8. AIDS prevention information.

D. BEHAVIOR HEALTH CARE SERVICES

2. **ELIGIBILITY:** La Casa shall be responsible for insuring that all County Indigent patients it treats meet all of the guidelines as established by the Indigent Hospital/Health Care Ordinances #58. A copy of this ordinance is attached hereto as Exhibit "A," and made part hereof by reference.
3. **CLAIMS PROCESSING:** La Casa shall provide to the County a standard HCFA-1500 form which includes the name of the patient, social security number, address, diagnosis code or diagnosis, and dates of service. A La Casa representative will initial the treatment change to ensure that the medical record is present in the patient's chart. The IHC Office will process all claims which are submitted in a timely fashion. The County will determine if the appropriate documentation is present and will request any additional information as deemed necessary to complete the claim. If the requested information is not received within 60 days, the claim will be closed. If La Casa failed to provide the necessary information to complete the claim, La Casa will be required to write off the patient's charges. If a claim has been previously approved, La Casa shall attach the HCFA-1500 form to a completed supplemental form and checklist.
4. **MEDICAL CARE COSTS AND FEES:** La Casa shall provide the services listed in paragraph 1 based upon guidelines established by La Casa and approved by the Chaves County Indigent Hospital/Health Care Board.
5. **PERIOD OF PERFORMANCE:** The period of performance of this contract is July 1, 2024 through June 30, 2025. This Agreement shall automatically renew in one-year increments for a period not to exceed four (4) years provided the services are still required, monies are available and that the services provided by La Casa are

satisfactory. In the event that funding is not allocated, this Agreement shall terminate effective the end of the fiscal year for which funding was last available.

6. **AMOUNT OF CONTRACT:** The total amount of the contract shall not exceed Three Hundred and Fifty Thousand Dollars (\$350,000.00) per year. The County reserves the right to include accrued encumbrances from the prior year's claims into the current fiscal year's budget for primary care services; however, payment shall still be limited to the contractual amount.
7. **PROGRESS PAYMENTS:** Payments to La Casa shall be made in monthly increments after the approval of claims which have been presented to the Indigent Hospital/Health Care Board. The County shall reimburse La Casa the established percentage which the Board will determine each fiscal year.
8. **ASSIGNMENT OF CLAIMS:** La Casa shall not assign or delegate any interest in this contract or transfer any interest or assign any claims for money due or to become due under this contract, without the written consent of the County.
9. **INDEMNITY AND HOLD HARMLESS:** La Casa agrees to indemnify, defend, hold harmless and release the County, its Commissioners, Officers and employees from any and all expenses, losses, penalties, professional fees, charges, damages, settlements and costs of litigation or other expenses or liabilities of every kind and character resulting from the error, omission, intentional or negligent acts of La Casa, its employees or agents in the performance of La Casa's duties under this Agreement.
10. **INSURANCE:** La Casa shall obtain and maintain the following minimum limits of insurance continuously during the life of this Agreement.
 - A. Comprehensive General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
 - B. Comprehensive Property Damage Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
 - C. Malpractice/Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
 - D. Worker's Compensation as required by New Mexico law.
 - E. La Casa shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional names insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated or otherwise modified without thirty (30) days prior written notice provided to Chaves County.

11. **TERMINATION**: Notwithstanding the term, either party may terminate this contract with or without cause by providing written notice thirty (30) days in advance of the termination. In the event of termination, La Casa shall be reimbursed for services performed up to the point of termination. In no event shall the dollar amount exceed the amount of the contract.
12. **AUDIT**: La Casa shall provide the County with its annual audit within thirty (30) days of its completion.
13. **CONTRACT CONTENTS**: This instrument contains the entire contract between the parties. No statement, promises, or inducements made by either party or agent of either party that is not contained in this written contract shall be valid or binding, and this contract may not be enlarged, modified, or altered except in writing as signed by both parties.
14. **STATUTES, LAWS AND RULES**: La Casa shall observe and obey all laws, ordinances, regulations, and rules of the Federal, State, County, and Municipal Governments which may be applicable to its services under this contract.

APPROVED by the Chaves County Commissioners this 13th day of June, 2024.

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
Jeff Bilberry, Chairman

ATTEST:

Cindy Fuller, County Clerk

LA CASA DE BUENA SALUD, INC.

By: _____
Seferino M. Montano, Executive Director

Item # 9

Request for approval of A-24-028 for
PVRCC Renovation to Waide
Construction Co of Roswell, NM

Meeting Date: 06/13/2024

STAFF SUMMARY

REQUESTED BY: Analicia Nieto, CPO
Purchasing Director

ACTION REQUIRED: Approval of A-24-028 to Waide Construction Co

SUMMARY: Chaves County solicited bids twice for the Pecos Valley Regional Communication Center Renovation. One bid was received on the 1st solicitation but was rejected due to price. For the 2nd solicitation, another bid was received, and an award was made to a contractor out of El Paso, TX. The contract was later terminated by Chaves County Board of Commissioners. Staff requested new bid proposals from 4 contractors. Chaves County only received one letter of interest followed by a bid outlined below:

1. Waide Construction Co. of Roswell, NM for \$2,535,343.00 (w/o GRT)

The bid has been reviewed for compliance by staff. Staff recommends approval of agreement A-24-028 to Waide Construction Co in the amount of \$2,535,343.00 plus GRT.

SUPPORT DOCUMENTS: A-24-028 – Owner to Contractor Agreement



AIA® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 06th day of June in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Chaves County
#1 St. Mary's Place
Roswell, NM 88201

and the Contractor:
(Name, legal status, address and other information)

Waide Construction Co., Inc.
5302 North Main Street
Roswell, New Mexico 88201
575-623-9555

for the following Project:
(Name, location and detailed description)

Pecos Valley Regional Communications Center Renovation
#1 St. Mary's Place, Roswell, NM 88201
Chaves County is looking to relocate the existing Pecos Valley Regional Communications Center within the Administrative Building. The project is to provide a larger area with improvements to security, redundancy and abilities to perform needed functions. Pecos Valley Regional Communications Center (PVRCC) serves as the county's Public Safety Answering Point (PSAP) for greater Chaves County. PVRCC's public safety telecommunicators are on duty in the center 24 hours a day, 7 days a week. The call takers are responsible for receiving and processing 9-1-1 calls from 9 emergency lines and assisting the public and responders by answering 4 administrative lines. The call volume for the month of September 2022 was 13,329. After hours, the center is the sole source of administrative information for the City of Roswell and the Chaves County Sheriff's department. PVRCC is responsible for custodianship of the physical warrants for the court system of Chaves County. They serve also as the primary resource point for the local and national crime databases. In December of 2019 there were over 4,500 active warrants on file.

The Architect:
(Name, legal status, address and other information)

Desert Peak Architects PC
311 N. Main St.
Las Cruces, NM 88001

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
- 10 ARCHITECT
- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE AND BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

Init.

- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

- Not later than eighteen (18) months from the date of commencement of the Work.
- By the following date:

(Table deleted)

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor’s Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be Two Million, Five Hundred and Thirty Five Thousand, Three Hundred and Forty Three Dollars (\$ 2,535,343.00), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

(Paragraphs deleted) Additive Alternate #1; Additive Alternate #2; Additive Alternate #3; Additive Alternate #4

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted) § 3.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

One-Thousand Dollars (\$1,000.00) per each calendar day that the work remains uncompleted after the expiration of the period of working days specified.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Fifteenth day of the Following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than fifteen (15) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

Five Percent (5%)
(Paragraphs deleted)

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- [X] Arbitration pursuant to Section 21.6 of this Agreement
- [] Litigation in a court of competent jurisdiction
- [] Other *(Specify)*

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If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

(Paragraphs deleted)

(Table deleted)

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Project Manual – Pecos Valley Regional Communications Center Renovation (Dated July 06, 2023)

Section	Title
011000	Summary
011710	Site Cleaning
012300	Alternates
012600	Contract Modification Procedures
012900	Payment Procedures
013100	Project Management Coordination
013200	Construction Progress Documentation
013300	Submittal Procedures
014000	Quality Requirements
015000	Temporary Facilities and Controls
016000	Product Requirements
017300	Execution Requirements
017419	Construction Waste Management and Disposal
017700	Closeout Procedures
017823	Operation and Maintenance Data
017836	Warranties
017839	Project Record Documents
017900	Demonstration and Training
024119	Selective Demolition
031000	Concrete Forming Accessories
032000	Concrete Reinforcing
033000	Cast-in-Place Concrete
042000	Reinforced Masonry
042200	Concrete Unit Masonry
051200	Structural Steel Framing
053100	Steel Decking
055000	Metal Fabrications
061053	Miscellaneous Rough Carpentry
064116	Plastic-Laminate Faced Architectural Wood Cabinets
072100	Thermal Insulation
072726	Air and Moisture Barriers
075423	Thermoplastic Polyolefin (TPO) Roofing
076200	Sheet Metal Flashing and Trim
079200	Sealants and Caulking
081113	Hollow Metal Doors and Frames
081416	Flush Wood Doors
084116	Aluminum Framed Entrances and Storefronts

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User Notes:

(1903260520)

085659	Service and Teller Window Unit
087100	Finish Hardware
092216	Non-Structural Metal Framing
092400	Portland Cement Plaster
092900	Gypsum Board
095123	Acoustical Tile Ceiling
096500	Solid Vinyl Floor Tile
096513	Resilient Base and Accessories
096813	Tile Carpeting
098433	Fixed Sound-Absorptive Panels
099113	Exterior Painting
099123	Interior Painting
101423	Panel Signage
104413	Fire Extinguisher Cabinets
104416	Fire Extinguishers
122413	Roller Window Shades
123661	Quartz Agglomerate Countertops
149200	Pneumatic Tube System
212200	Clean Agent Fire Protection
220000	Plumbing Index
220500	General Plumbing Requirements
220513	Common Motor Requirements for Plumbing Equipment
220523	Valves
220700	Piping Insulation
221000	Pipe and Pipe Fittings
221113	Domestic Water Piping
221123	Natural Gas Piping Systems
221313	Soil and Waste Piping Systems
224200	Plumbing Fixtures
230000	Heating, Ventilating, and Air Conditioning Index
230100	Demonstration and Training
230500	General Heating, Ventilating, and Air Conditioning Requirements
230593	Balance of Mechanical Systems
230713	Duct Insulation
232113	Hydronic Piping Systems
233000	Air Distribution
238147	Water Source Heat Pump Piping Systems
250000	Integrated Automation Index
250500	General Integrated Automation Requirements
251000	Direct Digital Control (DDC) Software and Components
253000	Controls and Instrumentation
260000	Electrical Index
260500	General Electrical Provisions
260519	Low Voltage Conductors
260526	Grounding
260533	Raceways, Boxes and Fittings
260536	Cable Trays
260553	Identification for Electrical Systems
262200	Low Voltage Transformers
262416	Panelboards
262716	Cabinets
262726	Wiring Devices and Plates
262800	Motor and Circuit Disconnects
263200	Emergency Generator System
265119	LED Interior Lighting
271523	Fiber Optic Cable
270000	Communications Index

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User Notes:

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270528	Pathways for Communications Systems
280000	Electronic Safety and Security Index
283000	Fire Alarm Systems
311100	Clearing and Grubbing
312200	Earthwork
312313	Subgrade
312316	Excavation and Backfilling
312333	Trenching, Backfilling and Compaction
321123	Crushed Aggregate Base Course
321216	Paving, Gravel Surfacing and Resurfacing
321600	Concrete Curb and Gutter and Sidewalks
321713	Parking Bumpers
321723	Pavement Markings and Signage
330120	Utility Obstructions

§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Pecos Valley Regional Communications Center Renovation Construction Documents

Number	Title	Date
G001	Cover Sheet	07/06/2023
G002	Code Review Data	07/06/2023
G005	Accessible Mounting Heights	07/06/2023
C100	General Notes	03/02/2023
C201	Demolition Plan	03/02/2023
C300	Grading Plan	03/02/2023
C400	Utility Plan	03/02/2023
C600	Project Details	03/02/2023
C700	Signage and Striping Plan	03/02/2023
C900	Erosion Control Plan – Pre-Construction	03/02/2023
C901	Erosion Control Plan – During Construction	03/02/2023
DS-1	Drainage Sheet	03/02/2023
S001	General Structural Notes and Structural Bracing Plan	07/06/2023
LA101	Landscaping and Irrigation Plan	07/06/2023
D100	Demolition Plan	07/06/2023
A100	Architectural Site Plan	07/06/2023
A101	Overall Floor Plan	07/06/2023
A102	Enlarged Floor Plan and Site Plan	07/06/2023
A111	First Floor Dimensioned Plan & Wall Partition Types	07/06/2023
A121	First Floor Reflected Ceiling Plan	07/06/2023
A131	Roof Plan	07/06/2023
A201	Exterior Elevations	07/06/2023
A301	Building Sections and Wall Sections	07/06/2023
A401	Enlarged Floor Plans & Interior Elevations	07/06/2023
A510	Details	07/06/2023
A520	Interior Details	07/06/2023
A602	Door and Window Schedule	07/06/2023
A651	Interior Finish Plans	07/06/2023
M101	Mechanical HVAC Floor Plan	06/30/2023
M101A	Mechanical HVAC Floor Plan (Alt)	06/30/2023
MP501	Mechanical Details	06/30/2023
MP601	Mechanical and Plumbing General Notes, Schedules and Legends	06/30/2023
P101	Plumbing Floor Plan, Riser Diagram & Clean Agent Control Schematic	06/30/2023
E001	Electrical General Notes, Legend & Fixture Schedule	06/30/2023
E101	Lighting New Work Plan	06/30/2023
E201	Power New Work Plan	06/30/2023

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User Notes:

(1903260520)

E301	Mechanical Equipment Connection New Work Plan	06/30/2023
E401	Fire Alarm New Work Plan	06/30/2023
E600	Riser Diagram	06/30/2023
E601	Panel Schedules	06/30/2023
ED101	Demolition Lighting and Power Plan	06/30/2023
ES101	Electrical Site Plan	06/30/2023
TS01	Cover	02/09/2023
TS100	Special Systems Legend and Key Plan	02/09/2023
TS101	Special Systems Site Plan	02/09/2023
TS102	Special Systems Plan and Reflected Ceiling Plan	02/09/2023
TS201	Special Systems Diagrams and Details	02/09/2023
TS301	Surveillance Details	02/09/2023
TS401	Special Systems Details	02/09/2023
TS402	Special Systems Details and Backbone Riser Diagram	02/09/2023
TS403	Special Systems Equipment Layouts	02/09/2023
TS404	Rack Elevation Layout	02/09/2023

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
Bid Addendum #1	09/17/2023	1-5
Bid Addendum #2	09/19/2023	1
Bid Addendum #3	09/27/2023	1-2
Bid Addendum #4	10/09/2023	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 Other Exhibits:
(Check all boxes that apply.)

Exhibit A, Determination of the Cost of the Work.
(Paragraphs deleted)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

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§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraphs deleted)

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with

(Paragraphs deleted)

the protocols governing the transmission of information or documentation in digital form as agreed upon by all parties.

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all

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times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

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§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

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§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

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ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

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§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to

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the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

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- § 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from
- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
 - .2 failure of the Work to comply with the requirements of the Contract Documents;
 - .3 terms of special warranties required by the Contract Documents; or
 - .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

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ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One-Million (\$ 1,000,000.00) each occurrence, Two-Million (\$ 2,000,000.00) general aggregate, and One-Million (\$ 1,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One-Million (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than One-Million (\$ 1,000,000.00) each accident, One-Million (\$ 1,000,000.00) each employee, and One-Million (\$ 1,000,000.00) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One-Million (\$ 1,000,000.00) per claim and Two-Million (\$ 2,000,000.00) in the aggregate.

(Paragraphs deleted)

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

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§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

(Table deleted)

(Paragraphs deleted)

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

(Table deleted)

(Paragraphs deleted)

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

Alex Palomino
Public Services Director
alex.palomino@chavescounty.gov

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

Craig Waide

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§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Init.

/

Additions and Deletions Report for AIA® Document A104® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the 06th day of June in the year 2024

...

Chaves County
#1 St. Mary's Place
Roswell, NM 88201

...

Waide Construction Co., Inc.
5302 North Main Street
Roswell, New Mexico 88201
575-623-9555

...

Pecos Valley Regional Communications Center Renovation
#1 St. Mary's Place, Roswell, NM 88201
Chaves County is looking to relocate the existing Pecos Valley Regional Communications Center within the Administrative Building. The project is to provide a larger area with improvements to security, redundancy and abilities to perform needed functions. Pecos Valley Regional Communications Center (PVRCC) serves as the county's Public Safety Answering Point (PSAP) for greater Chaves County. PVRCC's public safety telecommunicators are on duty in the center 24 hours a day, 7 days a week. The call takers are responsible for receiving and processing 9-1-1 calls from 9 emergency lines and assisting the public and responders by answering 4 administrative lines. The call volume for the month of September 2022 was 13,329. After hours, the center is the sole source of administrative information for the City of Roswell and the Chaves County Sheriff's department. PVRCC is responsible for custodianship of the physical warrants for the court system of Chaves County. They serve also as the primary resource point for the local and national crime databases. In December of 2019 there were over 4,500 active warrants on file.

...

Desert Peak Architects PC
311 N. Main St.
Las Cruces, NM 88001
PAGE 3

A date set forth in a notice to proceed issued by the Owner.

...

Not later than ~~()~~ calendar days eighteen (18) months from the date of commencement of the Work.

By the following date:

~~§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:~~

Portion of Work	Substantial Completion Date
------------------------	------------------------------------

...

Stipulated Sum, in accordance with Section 3.2 below

...

§ 3.2 The Stipulated Sum shall be Two Million, Five Hundred and Thirty Five Thousand, Three Hundred and Forty Three Dollars (\$ 2,535,343.00), subject to additions and deductions as provided in the Contract Documents.

...

~~§ 3.2.2 Unit prices, if any:~~

~~(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)~~

Item	Units and Limitations	Price per Unit (\$0.00)
-------------	------------------------------	--------------------------------

~~§ 3.2.3 Allowances, if any, included in the stipulated sum:~~

~~(Identify each allowance.)~~

Item	Price
-------------	--------------

~~§ 3.3 Cost of the Work Plus Contractor's Fee~~

~~§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.~~

~~§ 3.3.2 The Contractor's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)~~

~~§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price~~

~~§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.~~

~~§ 3.4.2 The Contractor's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)~~

Additive Alternate #1; Additive Alternate #2; Additive Alternate #3; Additive Alternate #4

~~§ 3.4.3 Guaranteed Maximum Price~~

~~§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed—(\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. (Insert specific provisions if the Contractor is to participate in any savings.)~~

~~§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: (State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)~~

~~§ 3.4.3.3 Unit Prices, if any: (Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)~~

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price: (Identify each allowance.)~~

Item	Price
------	-------

~~§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:~~

~~§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.~~

~~§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.~~

§ 3.5 Liquidated damages, if any:
PAGE 4

One-Thousand Dollars (\$1,000.00) per each calendar day that the work remains uncompleted after the expiration of the period of working days specified.

...

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

month.

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Fifteenth day of the Following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than fifteen (15) days after the Architect receives the Application for Payment.

...

Five Percent (5%)

~~§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)~~

~~—%~~

...

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for ~~Payment, or as follows:~~
Payment.

...

Arbitration pursuant to Section 21.6 of this Agreement
PAGE 5

~~§ 6.1.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: (Insert the date of the E203 2013 incorporated into this Agreement.)~~

~~§ 6.1.3 The Supplementary and other Conditions of the Contract:~~

Document	Title	Date	Pages
----------	-------	------	-------

...

Project Manual – Pecos Valley Regional Communications Center Renovation (Dated July 06, 2023)

Section	Title	Date	Pages
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<u>011000</u>	<u>Summary</u>		
<u>011710</u>	<u>Site Cleaning</u>		
<u>012300</u>	<u>Alternates</u>		
<u>012600</u>	<u>Contract Modification Procedures</u>		
<u>012900</u>	<u>Payment Procedures</u>		
<u>013100</u>	<u>Project Management Coordination</u>		
<u>013200</u>	<u>Construction Progress Documentation</u>		
<u>013300</u>	<u>Submittal Procedures</u>		
<u>014000</u>	<u>Quality Requirements</u>		
<u>015000</u>	<u>Temporary Facilities and Controls</u>		
<u>016000</u>	<u>Product Requirements</u>		
<u>017300</u>	<u>Execution Requirements</u>		

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User Notes:

(1903260520)

<u>017419</u>	<u>Construction Waste Management and Disposal</u>
<u>017700</u>	<u>Closeout Procedures</u>
<u>017823</u>	<u>Operation and Maintenance Data</u>
<u>017836</u>	<u>Warranties</u>
<u>017839</u>	<u>Project Record Documents</u>
<u>017900</u>	<u>Demonstration and Training</u>
<u>024119</u>	<u>Selective Demolition</u>
<u>031000</u>	<u>Concrete Forming Accessories</u>
<u>032000</u>	<u>Concrete Reinforcing</u>
<u>033000</u>	<u>Cast-in-Place Concrete</u>
<u>042000</u>	<u>Reinforced Masonry</u>
<u>042200</u>	<u>Concrete Unit Masonry</u>
<u>051200</u>	<u>Structural Steel Framing</u>
<u>053100</u>	<u>Steel Decking</u>
<u>055000</u>	<u>Metal Fabrications</u>
<u>061053</u>	<u>Miscellaneous Rough Carpentry</u>
<u>064116</u>	<u>Plastic-Laminate Faced Architectural Wood Cabinets</u>
<u>072100</u>	<u>Thermal Insulation</u>
<u>072726</u>	<u>Air and Moisture Barriers</u>
<u>075423</u>	<u>Thermoplastic Polyolefin (TPO) Roofing</u>
<u>076200</u>	<u>Sheet Metal Flashing and Trim</u>
<u>079200</u>	<u>Sealants and Caulking</u>
<u>081113</u>	<u>Hollow Metal Doors and Frames</u>
<u>081416</u>	<u>Flush Wood Doors</u>
<u>084116</u>	<u>Aluminum Framed Entrances and Storefronts</u>
<u>085659</u>	<u>Service and Teller Window Unit</u>
<u>087100</u>	<u>Finish Hardware</u>
<u>092216</u>	<u>Non-Structural Metal Framing</u>
<u>092400</u>	<u>Portland Cement Plaster</u>
<u>092900</u>	<u>Gypsum Board</u>
<u>095123</u>	<u>Acoustical Tile Ceiling</u>
<u>096500</u>	<u>Solid Vinyl Floor Tile</u>
<u>096513</u>	<u>Resilient Base and Accessories</u>
<u>096813</u>	<u>Tile Carpeting</u>
<u>098433</u>	<u>Fixed Sound-Absorptive Panels</u>
<u>099113</u>	<u>Exterior Painting</u>
<u>099123</u>	<u>Interior Painting</u>
<u>101423</u>	<u>Panel Signage</u>
<u>104413</u>	<u>Fire Extinguisher Cabinets</u>
<u>104416</u>	<u>Fire Extinguishers</u>
<u>122413</u>	<u>Roller Window Shades</u>
<u>123661</u>	<u>Quartz Agglomerate Countertops</u>
<u>149200</u>	<u>Pneumatic Tube System</u>
<u>212200</u>	<u>Clean Agent Fire Protection</u>
<u>220000</u>	<u>Plumbing Index</u>
<u>220500</u>	<u>General Plumbing Requirements</u>
<u>220513</u>	<u>Common Motor Requirements for Plumbing Equipment</u>
<u>220523</u>	<u>Valves</u>
<u>220700</u>	<u>Piping Insulation</u>
<u>221000</u>	<u>Pipe and Pipe Fittings</u>
<u>221113</u>	<u>Domestic Water Piping</u>
<u>221123</u>	<u>Natural Gas Piping Systems</u>
<u>221313</u>	<u>Soil and Waste Piping Systems</u>
<u>224200</u>	<u>Plumbing Fixtures</u>
<u>230000</u>	<u>Heating, Ventilating, and Air Conditioning Index</u>
<u>230100</u>	<u>Demonstration and Training</u>
<u>230500</u>	<u>General Heating, Ventilating, and Air Conditioning Requirements</u>

<u>230593</u>	<u>Balance of Mechanical Systems</u>
<u>230713</u>	<u>Duct Insulation</u>
<u>232113</u>	<u>Hydronic Piping Systems</u>
<u>233000</u>	<u>Air Distribution</u>
<u>238147</u>	<u>Water Source Heat Pump Piping Systems</u>
<u>250000</u>	<u>Integrated Automation Index</u>
<u>250500</u>	<u>General Integrated Automation Requirements</u>
<u>251000</u>	<u>Direct Digital Control (DDC) Software and Components</u>
<u>253000</u>	<u>Controls and Instrumentation</u>
<u>260000</u>	<u>Electrical Index</u>
<u>260500</u>	<u>General Electrical Provisions</u>
<u>260519</u>	<u>Low Voltage Conductors</u>
<u>260526</u>	<u>Grounding</u>
<u>260533</u>	<u>Raceways, Boxes and Fittings</u>
<u>260536</u>	<u>Cable Trays</u>
<u>260553</u>	<u>Identification for Electrical Systems</u>
<u>262200</u>	<u>Low Voltage Transformers</u>
<u>262416</u>	<u>Panelboards</u>
<u>262716</u>	<u>Cabinets</u>
<u>262726</u>	<u>Wiring Devices and Plates</u>
<u>262800</u>	<u>Motor and Circuit Disconnects</u>
<u>263200</u>	<u>Emergency Generator System</u>
<u>265119</u>	<u>LED Interior Lighting</u>
<u>271523</u>	<u>Fiber Optic Cable</u>
<u>270000</u>	<u>Communications Index</u>
<u>270528</u>	<u>Pathways for Communications Systems</u>
<u>280000</u>	<u>Electronic Safety and Security Index</u>
<u>283000</u>	<u>Fire Alarm Systems</u>
<u>311100</u>	<u>Clearing and Grubbing</u>
<u>312200</u>	<u>Earthwork</u>
<u>312313</u>	<u>Subgrade</u>
<u>312316</u>	<u>Excavation and Backfilling</u>
<u>312333</u>	<u>Trenching, Backfilling and Compaction</u>
<u>321123</u>	<u>Crushed Aggregate Base Course</u>
<u>321216</u>	<u>Paving, Gravel Surfacing and Resurfacing</u>
<u>321600</u>	<u>Concrete Curb and Gutter and Sidewalks</u>
<u>321713</u>	<u>Parking Bumpers</u>
<u>321723</u>	<u>Pavement Markings and Signage</u>
<u>330120</u>	<u>Utility Obstructions</u>

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Pecos Valley Regional Communications Center Renovation Construction Documents

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<u>G001</u>	<u>Cover Sheet</u>	<u>07/06/2023</u>
<u>G002</u>	<u>Code Review Data</u>	<u>07/06/2023</u>
<u>G005</u>	<u>Accessible Mounting Heights</u>	<u>07/06/2023</u>
<u>C100</u>	<u>General Notes</u>	<u>03/02/2023</u>
<u>C201</u>	<u>Demolition Plan</u>	<u>03/02/2023</u>
<u>C300</u>	<u>Grading Plan</u>	<u>03/02/2023</u>
<u>C400</u>	<u>Utility Plan</u>	<u>03/02/2023</u>
<u>C600</u>	<u>Project Details</u>	<u>03/02/2023</u>
<u>C700</u>	<u>Signage and Striping Plan</u>	<u>03/02/2023</u>
<u>C900</u>	<u>Erosion Control Plan – Pre-Construction</u>	<u>03/02/2023</u>
<u>C901</u>	<u>Erosion Control Plan – During Construction</u>	<u>03/02/2023</u>
<u>DS-1</u>	<u>Drainage Sheet</u>	<u>03/02/2023</u>

<u>S001</u>	<u>General Structural Notes and Structural Bracing Plan</u>	<u>07/06/2023</u>
<u>LA101</u>	<u>Landscaping and Irrigation Plan</u>	<u>07/06/2023</u>
<u>D100</u>	<u>Demolition Plan</u>	<u>07/06/2023</u>
<u>A100</u>	<u>Architectural Site Plan</u>	<u>07/06/2023</u>
<u>A101</u>	<u>Overall Floor Plan</u>	<u>07/06/2023</u>
<u>A102</u>	<u>Enlarged Floor Plan and Site Plan</u>	<u>07/06/2023</u>
<u>A111</u>	<u>First Floor Dimensioned Plan & Wall Partition Types</u>	<u>07/06/2023</u>
<u>A121</u>	<u>First Floor Reflected Ceiling Plan</u>	<u>07/06/2023</u>
<u>A131</u>	<u>Roof Plan</u>	<u>07/06/2023</u>
<u>A201</u>	<u>Exterior Elevations</u>	<u>07/06/2023</u>
<u>A301</u>	<u>Building Sections and Wall Sections</u>	<u>07/06/2023</u>
<u>A401</u>	<u>Enlarged Floor Plans & Interior Elevations</u>	<u>07/06/2023</u>
<u>A510</u>	<u>Details</u>	<u>07/06/2023</u>
<u>A520</u>	<u>Interior Details</u>	<u>07/06/2023</u>
<u>A602</u>	<u>Door and Window Schedule</u>	<u>07/06/2023</u>
<u>A651</u>	<u>Interior Finish Plans</u>	<u>07/06/2023</u>
<u>M101</u>	<u>Mechanical HVAC Floor Plan</u>	<u>06/30/2023</u>
<u>M101A</u>	<u>Mechanical HVAC Floor Plan (Alt)</u>	<u>06/30/2023</u>
<u>MP501</u>	<u>Mechanical Details</u>	<u>06/30/2023</u>
<u>MP601</u>	<u>Mechanical and Plumbing General Notes, Schedules and Legends</u>	<u>06/30/2023</u>
<u>P101</u>	<u>Plumbing Floor Plan, Riser Diagram & Clean Agent Control Schematic</u>	<u>06/30/2023</u>
<u>E001</u>	<u>Electrical General Notes, Legend & Fixture Schedule</u>	<u>06/30/2023</u>
<u>E101</u>	<u>Lighting New Work Plan</u>	<u>06/30/2023</u>
<u>E201</u>	<u>Power New Work Plan</u>	<u>06/30/2023</u>
<u>E301</u>	<u>Mechanical Equipment Connection New Work Plan</u>	<u>06/30/2023</u>
<u>E401</u>	<u>Fire Alarm New Work Plan</u>	<u>06/30/2023</u>
<u>E600</u>	<u>Riser Diagram</u>	<u>06/30/2023</u>
<u>E601</u>	<u>Panel Schedules</u>	<u>06/30/2023</u>
<u>ED101</u>	<u>Demolition Lighting and Power Plan</u>	<u>06/30/2023</u>
<u>ES101</u>	<u>Electrical Site Plan</u>	<u>06/30/2023</u>
<u>TS01</u>	<u>Cover</u>	<u>02/09/2023</u>
<u>TS100</u>	<u>Special Systems Legend and Key Plan</u>	<u>02/09/2023</u>
<u>TS101</u>	<u>Special Systems Site Plan</u>	<u>02/09/2023</u>
<u>TS102</u>	<u>Special Systems Plan and Reflected Ceiling Plan</u>	<u>02/09/2023</u>
<u>TS201</u>	<u>Special Systems Diagrams and Details</u>	<u>02/09/2023</u>
<u>TS301</u>	<u>Surveillance Details</u>	<u>02/09/2023</u>
<u>TS401</u>	<u>Special Systems Details</u>	<u>02/09/2023</u>
<u>TS402</u>	<u>Special Systems Details and Backbone Riser Diagram</u>	<u>02/09/2023</u>
<u>TS403</u>	<u>Special Systems Equipment Layouts</u>	<u>02/09/2023</u>
<u>TS404</u>	<u>Rack Elevation Layout</u>	<u>02/09/2023</u>

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<u>Bid Addendum #2</u>	<u>09/19/2023</u>	<u>1</u>
<u>Bid Addendum #3</u>	<u>09/27/2023</u>	<u>1-2</u>
<u>Bid Addendum #4</u>	<u>10/09/2023</u>	<u>1</u>

...

Exhibit A, Determination of the Cost of the Work.

~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this Agreement.)~~

~~The Sustainability Plan:~~

Title	Date	Pages
-------	------	-------

~~{ } — Supplementary and other Conditions of the Contract:~~

Document	Title	Date	Pages
----------	-------	------	-------

~~2 — Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)~~

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The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

~~§ 7.7 Building Information Models Use and Reliance~~

~~Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

...

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

~~(If other than in accordance with AIA Document E203 2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~

the protocols governing the transmission of information or documentation in digital form as agreed upon by all parties.

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§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One-Million (\$ 1,000,000.00) each occurrence, Two-Million (\$ 2,000,000.00) general aggregate, and One-Million (\$ 1,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

...

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One-Million (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ 17.1.6 Employers' Liability with policy limits not less than One-Million (\$ 1,000,000.00) each accident, One-Million (\$ 1,000,000.00) each employee, and One-Million (\$ 1,000,000.00) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One-Million (\$ 1,000,000.00) per claim and Two-Million (\$ 2,000,000.00) in the aggregate.

~~§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

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~~§ 17.1.14 Other Insurance Provided by the Contractor~~

~~(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)~~

Coverage	Limits
----------	--------

PAGE 22

~~§ 17.2.3 Other Insurance Provided by the Owner~~

~~(List below any other insurance coverage to be provided by the Owner and any applicable limits.)~~

Coverage	Limits
----------	--------

PAGE 23

Alex Palomino
Public Services Director
alex.palomino@chavescounty.gov

...

Craig Waide
Vice President
575-623-9555

PAGE 24

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

~~(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)~~Subcontracts.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Joseph Fuemmeler, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:58:24 ET on 06/06/2024 under Order No. 2114540214 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Item # 10

Award Recommendation and approval of
A-24-029 for ITB-24-7 Pine Lodge Rd
2024 to Constructor's Inc of Carlsbad, NM

Meeting Date: 06/13/2024

STAFF SUMMARY

REQUESTED BY: Analicia Nieto, CPO
Purchasing Director

ACTION REQUIRED: Award Recommendation for ITB-24-7; Approve A-24-029

SUMMARY: Chaves County solicited bids for the Pine Lodge Rd Project, between Old Clovis Hwy and Red Bridge Rd. We received 2 bids on May 28, 2024 as follows:

1. Constructor's Inc, of Carlsbad, NM for \$1,089,837.40 (without GRT).
2. J&H Services Inc of Albuquerque, NM for \$1,117,859.00 (without GRT)

All bids were responsive and tabulated for compliance by staff. Staff recommends approval of award recommendation to the qualified low bidder, **Constructor's Inc**, in the amount of \$1,089,837.40 plus GRT. Staff recommends approval of the award recommendation and approval of A-24-029.

SUPPORT DOCUMENTS: Notice of Intent to Award
A-24-029 Owner – Contractor Agreement

BID SUMMARY

BID #: ITB-24-7

COMMODITY: Pine Lodge Rd (between Old Clovis Hwy and Red Bridge Rd) 2024

USER DEPARTMENT(S): Road Dept

SPECIFICATIONS BY: Smith Engineering

ADVERTISED: May 12, 2024, in the Roswell Daily Record

ADDENDA ISSUED: None

OPEN DATE: Tuesday, May 28, 2024

SPECIFIC DESCRIPTION: Solicitation for competitive sealed bids for Pine Lodge Rd.

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between CHAVES COUNTY (“Owner”) and
CONSTRUCTORS INC (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Roadway Reconstruction – Process, Place, and Compaction (PPC) of existing roadway prism to accomplish desired width of new road along with swales, ditches, embankment, and slopes per Chaves Co. road specifications. Typical section will consist of PPC, Double-Pen Chip Seal, Micro-surfacing, and striping.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is described as follows:

ITB-24-07 Pine Lodge Road (Old Clovis Hwy to Red Bridge Rd) 2024

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Smith Engineering Company.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Calendar Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before 90 Calendar days, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 90 Calendar days.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty),

Contractor shall pay Owner \$250.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$250.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long

as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – NOT USED

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 1. This Agreement (pages 1 to 6, inclusive).
 2. Performance bond (pages 1 to 3, inclusive).
 3. Payment bond (pages 1 to 3, inclusive).
 4. Contractor's Bid Form [EJCDC C-410] (pages 1 to 6, inclusive), plus required attachments to the Bid as stipulated in Article 7 of the Bid Form.
 5. General Conditions (pages 1 to 65, inclusive).
 6. Supplementary Conditions (pages 1 to 124, inclusive).
 7. Appendices as listed in the Index to Appendices of the Contract Bid Book.
 8. Technical Specifications as listed in the table of contents of the Contract Bid Book.
 9. Drawings listed on the attached Appendix C
 10. Addenda (numbers ___ to ___, inclusive).
 11. Attachments to this Agreement (enumerated as follows):
 - a. 21 (pages 249 to 270, inclusive).
 12. The following, which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Change Orders.
 - c. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without

the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Non-Appropriations Clause: The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Owner may immediately terminate this Agreement by giving the Contractor written notice of such termination. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Owner or the [NMFA] [New Mexico Finance Authority] or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Owner or the Department.
- B. Termination Clause: This contract is funded in whole or in part by funds made available under a State of New Mexico Grant Agreement. Should the State of New Mexico early

terminate the grant agreement, the Owner may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Owner's only liability shall be to pay Contractor or Vendor for acceptable goods delivered and services rendered before the termination date.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agency Concurrence:

Item # 11

Award Recommendation and approval of agreement A-24-030 for St. Mary's Complex Ste D Renovation to Waide Construction Co of Roswell, NM

Meeting Date: 06/13/2024

STAFF SUMMARY

REQUESTED BY: Analicia Nieto, CPO
Purchasing Director

ACTION REQUIRED: Award Recommendation for Ste D Reno; Approve A-24-030

SUMMARY: Chaves County solicited bid quotes/proposals from 5 contractors that were eligible for contracting through New Mexico State Price Agreements or CES Price Agreements. Two bids were received as follows:

1. Waide Construction Co. of Roswell, NM for \$366,943.00 (w/o GRT)
2. Pluma, LLC of Albuquerque, NM for \$383,873.60 (w/o GRT)

The bids have been reviewed and staff recommends approval of the award recommendation and agreement A-24-030 to Waide Construction Co via CES Contract# 2023-05-R121-567 in the amount of \$366,943.00 plus GRT.

SUPPORT DOCUMENTS: Waide Construction Co Proposal
A-24-030 – Owner to Contractor Agreement


AIA® Document A104® – 2017
Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 13th day of June in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Chaves County
 #1 St. Mary's Place
 Roswell, NM 88201

and the Contractor:
(Name, legal status, address and other information)

Waide Construction Co
 PO Box 2165
 Roswell, NM 88202
 (575) 623-9555

for the following Project:
(Name, location and detailed description)

St. Mary's Complex Ste D Interior Renovation
 1600 SE Main St, Roswell, NM 88203

Chaves County is requesting interior renovation of a portion of Suite D at 1600 SE Main St.(St. Mary's Complex), Roswell, NM 88203. Suite D currently serves as the Southeastern New Mexico Economic Development District offices. The renovation entails, but not limited to approximately 1,400 SF of demo or removal of existing conference room area, walls, bathrooms, storage, water heater, office space, electrical & lighting, and a break room. The proposed build will relocate by replacing some of the demo items, as well as provide new conference room area, electrical, lighting, hvac, and plumbing as required.

The Architect:
(Name, legal status, address and other information)

ASA Architects
 201 N Alameda
 Las Cruces, NM 88005

The Owner and Contractor agree as follows.

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User Notes:

(829383760)

TABLE OF ARTICLES

1	THE WORK OF THIS CONTRACT
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENT
5	DISPUTE RESOLUTION
6	ENUMERATION OF CONTRACT DOCUMENTS
7	GENERAL PROVISIONS
8	OWNER
9	CONTRACTOR
10	ARCHITECT
11	SUBCONTRACTORS
12	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13	CHANGES IN THE WORK
14	TIME
15	PAYMENTS AND COMPLETION
16	PROTECTION OF PERSONS AND PROPERTY
17	INSURANCE AND BONDS
18	CORRECTION OF WORK
19	MISCELLANEOUS PROVISIONS
20	TERMINATION OF THE CONTRACT
21	CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

Init.

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- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

- Not later than three(3) months from the date of commencement of the Work.
- By the following date:

(Table deleted)

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be Three Hundred Sixty-Six Thousand, Nine Hundred Forty-Three Dollars (\$366,943.00) plus applicable GRT, subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

(Table deleted)

(Paragraphs deleted)

§ 3.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Two Hundred and Fifty Dollars (\$250.00) per each calendar day that the work remains uncompleted after the expiration of the period of working days specified.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Fifteenth day of the Following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than fifteen (15) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

(Paragraphs deleted) Five Percent (5%)

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- [X] Arbitration pursuant to Section 21.6 of this Agreement
- [] Litigation in a court of competent jurisdiction
- [] Other (Specify)

Init.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

(Paragraphs deleted)

(Table deleted)

§ 6.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

**Project Manual – CONFERENCE SUITE “D” INTERIOR RENOVATION (Dated May 02, 2024)
See Exhibit “B”**

CONFERENCE SUITE “D” INTERIOR RENOVATION Construction Documents

Number	Title	Date
G-000	Cover	05/02/2024
G-100	General Information and Project Data	05/02/2024
G-101	Accessibility Standards	05/02/2024
G-102	Accessibility Standards	05/02/2024
A-100	Demolition Plan	05/02/2024
A-101	Floor Plan	05/02/2024
A-102	Reflecting Ceiling Plan	05/02/2024
A-200	Wall and Door Types & Finish Schedule	05/02/2024
A-300	Interior Elevations	05/02/2024
M-001	Mechanical General Notes and Schedules	05/01/2024
M-101	Exist. Demo Mechanical Plan	05/01/2024
M-102	New Work Mechanical Plan	05/01/2024
E-001	Electrical Legend, Notes, and Details	05/01/2024
ED-100	Electrical Demolition Floor Plans	05/01/2024
E-100	Electrical Riser and Overall Bldg. Floor Plan	05/01/2024
E-101	Electrical New Work Floor Plans	05/01/2024

§ 6.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:
(Check all boxes that apply.)

Exhibit A, Stamped Drawings.

(Paragraphs deleted)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraphs deleted)

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with

(Paragraphs deleted)

the protocols governing the transmission of information or documentation in digital form as agreed upon by all parties.

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all

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times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION**§ 15.1 Schedule of Values**

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to

the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS**§ 17.1 Contractor's Insurance**

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One-Million (\$ 1,000,000.00) each occurrence, Two-Million (\$ 2,000,000.00) general aggregate, and One-Million (\$ 1,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One-Million (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than One-Million (\$ 1,000,000.00) each accident, One-Million (\$ 1,000,000.00) each employee, and One-Million (\$ 1,000,000.00) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One-Million (\$ 1,000,000.00) per claim and Two-Million (\$ 2,000,000.00) in the aggregate.

(Paragraphs deleted)

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

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§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

(Table deleted)

(Paragraphs deleted)

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

(Table deleted)

(Paragraphs deleted)

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:
(Name, address, email address and other information)

Alex Palomino
Public Services Director
alex.palomino@chavescounty.gov

§ 19.5 The Contractor's representative:
(Name, address, email address and other information)

President
915-546-4111

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

AGENDA ITEM: 12

Ratification of Agreement A-24-031 between
Chaves County and the State of New Mexico,
DFA/Local Government Division for DWI Local
Grant FY 24/25

MEETING DATE: 6/13/2024

Action Requested by: Elly T Hollon, DWI Coordinator

Action Requested: Ratification of Agreement A-24-031

Item Summary:

The Chaves County DWI program was awarded \$85,000.00 in Local DWI grant funds for Fiscal Year 2024-2025. This funding will be utilized to fund a full-time treatment Provider, a full-time treatment provider for Spanish only clients and an Alternative Sentencing Program.

The term of the Agreement will start on July 1, 2024 and will extend to June 30, 2025.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-24-031

Summary by: Elly T Hollon

Title: DWI Coordinator



New Mexico
Department of Finance
and Administration

Governor Michelle Lujan Grisham
Cabinet Secretary Wayne Propst

407 Galisteo St,
Santa Fe, NM 87501
(505) 827-4985

Local Government Division
Jeannette Gallegos, Acting Director

June 3, 2024

VIA EMAIL

The Honorable Commissioner Jeff Bilberry
Chaves County Commission Chair
1 St. Mary's Place
Roswell, NM 88203

Through Elly Hollon, DWI Coordinator

Dear Commissioner Bilberry:

Attached is the Local Driving While Intoxicated (LDWI) Grant Agreement for the County DWI Program, #25-D-G-03 for your review and approval. **Please note that an original wet or electronic authorized signature is required on page 8 of the Agreement.** Once signed, return the Agreement to the LDWI Program Manager for execution. We will return to you the fully executed Agreement for your files.

Reimbursement requests for expenditures must be completed on the approved LDWI Program forms and include back up documentation for each expenditure.

If you have any questions or require additional information, please call Anthony Apodaca, LDWI Program Manager at (505) 412-8508 or email at anthony.apodaca1@dfa.nm.gov.

Sincerely,

A handwritten signature in blue ink that reads "Julie M. Fernandez".

Julie Fernandez, LDWI Bureau Chief
Local Government Division

Cc: Bill Williams, County Manager
Jeannette Gallegos, Acting Director

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
DWI GRANT PROGRAM

DWI GRANT AGREEMENT
Program No. 25-D-G-03

A-24-031

THIS GRANT AGREEMENT is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the “**Division,**” and the County of Chaves, hereinafter called the “**Grantee,**” collectively called “**the Parties.**”.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, and the Grantee, pursuant to the Local Driving While Intoxicated (“LDWI”) Grant Program Act Sections 11-6A-1 through 11-6A-6, NMSA 1978, as amended (the “Act”) and the LDWI Grant Program Regulations 2.110.4 NMAC (the “Regulations”); and

WHEREAS, on May 1, 2024, the DWI Grant Council awarded the Grantee **\$85,000.00** to support programs, services and activities to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico (“Program”); and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLE I - SCOPE OF WORK

- A. The Grantee agrees that it will implement, in all respects, the activities outlined in its Program Description, attached hereto as Exhibit “A”, and made a part of this Grant Agreement.
- B. The Grantee agrees to make no change to the Program Description herein described without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change.

ARTICLE II - LENGTH OF GRANT AGREEMENT

- A. The term of this Grant Agreement shall become effective **July 1, 2024** and will terminate on **June 30, 2025**.
- B. The General Appropriation Act of 2024, Section 3, General Provisions (C) states: “Amounts set out in Section 4 of the General Appropriation Act of 2024, or so much as may be necessary, are appropriated from the indicated source for expenditure in the fiscal year 2025 for the objects expressed”. Per Section 11-6A-6(E) of the Act, any unexpended funds at the end of a fiscal year revert to the Local DWI Grant Fund.

ARTICLE III - REPORTS

A. Evaluation

1. The Grantee agrees to systematically collect, analyze, and use data to examine programs, initiatives and policies by looking at both the process and the outcomes to assess their effectiveness. The Grantee agrees to review and update the existing evaluation plan periodically throughout the fiscal year.
2. The Grantee agrees that data entered into the DWI Screening Program, which includes the Managerial Data Set (MDS) Database, is complete, accurate and allows the Department of Finance and Administration's (DFA) designated evaluation contractor to develop and implement an evaluation system and/or to provide relevant reports derived from the available data.
3. In order that the Division may adequately evaluate the progress of the Local DWI grant program statewide, the Grantee shall provide within 30 days, upon request of DFA's evaluator(s), information and access to program records and records of contractors working for the Grantee, provided that such information will not contain any "individually identifiable health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA" or "HIPAA Regulations").

B. Progress Reports

1. In order that the Division may adequately evaluate the progress of the Grant Agreement, the Grantee shall provide periodic quarterly Progress Reports to the Division. The Progress Reports shall contain a narrative and/or bulleted highlights of successes and challenges, a detailed budget breakdown of expenditures to date which includes expenditure back-up documentation, a summary of screening fees collected and/or expended, the DWI Screening Program Quarterly Report, the MDS Quarterly Report, LDWI Planning Council meeting agendas and minutes, attached hereto as Exhibit "B" (Quarterly Progress Report and Certification), and such other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation. The first quarterly Progress Report is due **October 31, 2024**.
2. Grantee assures that Progress Reports submitted to the Division will not contain any "individually identifiable health information" in accordance with HIPAA.
3. One copy of the corresponding quarterly Progress Report shall be submitted to the Division no later than **October 31, 2024**, **January 31, 2025**, and **April 30, 2025**, for review and comment.

C. Final Report

1. The Grantee shall submit to the Division one copy of the Final Report for this Program. The Final Report shall include the information called for in Article III,

Paragraph B (1) and B (2) for the fourth quarter. This requirement shall survive the termination of this Grant Agreement.

2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the Program and shall be submitted no later than **July 10, 2025**.

D. **Annual Report**

1. The Grantee shall submit to the Division one copy of the Annual Report for this Program. The Annual Report shall include the data from the DWI Screening Program, including the demographic profile of the DWI offender and the MDS data reports for the entire term of the Grant Agreement, highlights for the period, and other information requested by the Division, in the format provided by the Division. This requirement shall survive the termination of this Grant Agreement.
2. The Annual Report shall be submitted no later than **the date determined by the DWI Bureau Chief**.

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the Division shall pay the Grantee a sum not to exceed **Eighty-Five Thousand Dollars and no Cents (\$85,000.00)**. The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C (1)", which by this reference are fully incorporated into this Grant Agreement. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the budget without the prior written approval of the Division.
- B. It is understood and agreed that if any portion of the funds set forth in Paragraph IV (A) are not expended at the completion of this Grant Agreement period for the purpose designated in this Grant Agreement, the unexpended funds shall revert to the Division for disposition.
- C. All payments will be made on a reimbursement of actual cost basis upon receipt by the Division of individual quarterly Progress Reports accompanied by the following completed forms: Request for Payment Form, attached hereto as Exhibit "D" and "D (1)"; and Detailed Breakdown By Budget Line Item Form, including Screening Fees Collected, attached hereto as Exhibit "G." Request for Payment Forms shall specify all in-kind administrative costs and any capital expenditures.
- D. Payment shall be made only for those services specified in this Grant Agreement and not funded by any other public-entity funding source. **The Grantee shall not bill the Division for the same service or services billed to another funding agency or source.**

ARTICLE V - MODIFICATION AND TERMINATION

- A. The Division, by written notice to the Grantee, shall have the right to immediately

terminate this Grant Agreement at any time if, in the judgment of the Division, the provisions of this Grant Agreement are violated, or the activities described in the Program Description do not progress satisfactorily. In this regard, the Division may demand a refund of all or part of the funds dispersed to the Grantee.

- B. The Parties may modify any and all terms and conditions of the Grant Agreement by mutual written agreement.
- C. Early Termination for Convenience: Except as provided in Article X, Appropriations, and Article V, Paragraph A, above, either the Division or Grantee may terminate this Grant Agreement by providing the other party with a minimum of thirty (30) days' advance, written notice of the termination.
- D. Liability in the Event of Early Termination: In the event of early termination of this Grant Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
 - a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
 - b. Incurred on or before the termination date in the notice of early termination;
 - c. For permissible purposes under this Grant Agreement's Program Description and procured and executed in accordance with applicable law; and
 - d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Grant Agreement.

ARTICLE VI - CERTIFICATION

The Grantee hereby assures and certifies that it will comply with all State regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the grant that:

- A. It has the legal authority to receive and expend the funds as described in the Program Description.
- B. It shall meet all requirements of the Act and the Regulations and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Grant Agreement and provide verification thereof to the Division.
- C. It shall finance all costs of the Program, including all Program overruns.
- D. Every treatment facility, program or other provider it contracts with to perform the activities that are subject to this Grant Agreement, shall, at all times, comply with all applicable State and federal laws and regulations and any and all licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provision: "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any and all licensure requirements governing its program and facility." The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.

- E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978. All professional services, activities or programs provided through a service provider must be implemented through a professional service contract. **The Grantee will submit all Program related contracts, and agreements to the Division for review and approval prior to execution. Amendments to existing contracts must also be submitted to the Division for review and approval prior to execution.**

Without limiting the foregoing, Grantee shall be required to complete a request-for-proposal (RFP) for contracts over \$60,000; provided, however, that if the Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed. Sole Source contracts can be utilized if written justification is provided confirming that the organization is the only one in the area that can provide the services, which are uniquely and substantially related to the intended purpose of the contract. The Grantee shall be required to submit to the Division written documentation describing the reason(s) for sole source contracting prior to entering into the contract. Grantee shall adhere to all applicable provisions and requirements set forth in the State Procurement Code.

- F. It will adhere to all financial and accounting requirements of the Department of Finance and Administration.
- G. It will comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of State DWI grant funds.
- H. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for any use other than those specified in the scope of work as defined in the Grant Agreement without the prior approval of the Division.
- I. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.
- J. It will comply with all applicable HIPAA requirements and regulations.

ARTICLE VII - RETENTION OF RECORDS

All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC. The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VIII - REPRESENTATIVES

- A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Program:

Name: Elly Hollon
Title: DWI Coordinator
Address: 1 St. Mary's Place
Roswell NM, 88203

Phone: (575) 624-6596
Email: elly.hollon@chavescounty.gov

- B. The Division designates the person listed below as its Program Manager, responsible for overall administration of this Grant Agreement, including compliance and monitoring of Grantee:

Name: Anthony Apodaca
Title: DWI Program Manager
Address: Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 203
Santa Fe, NM 87501

Phone: (505) 412-8508
Email: anthony.apodaca1@dfa.nm.gov

ARTICLE IX - SPECIAL CONDITIONS

- A. The Grantee shall budget and expend a minimum of **10 percent** of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not budget administrative expenses except as in-kind match pursuant to the DWI Grant Council's administrative policy. The Grantee hereby budgets **Eight Thousand Five Hundred Dollars and No Cents (\$8,500.00) (10%)** as its matching funds commitment.
- B. The Grantee shall not budget, nor at any time exceed, expenditures greater than **ten percent** of its overall grant funding for capital purchases incurred during the grant period.
- C. The Grantee shall submit to the Division written copies of the description of the **treatment program protocol by July 31, 2024**, for review and comment. All changes and modifications made to the treatment program, including its materials, shall be reported to the Division for its review and comment, as necessary.
- D. The Grantee shall submit to the Division written copies of the description of the **screening program protocol by July 31, 2024**, for review and comment. All changes and modifications made to the screening program, including its materials, shall be reported to the Division for its review and comment.

- E. The Grantee shall submit to the Division written copies of the description of the **compliance monitoring program protocol by July 31, 2024**, for review and comment. All changes and modifications made to the compliance monitoring program, including its materials, shall be reported to the Division for its review and comment.
- F. The Grantee shall submit **LDWI Planning Council by-laws by July 31, 2024**.
- G. **The Grantee shall enter screening and tracking data online in the DWI Screening Program. Data shall be entered and maintained, at a minimum on a quarterly basis.**
- H. **The Grantee shall enter the prevention and enforcement goals and activities online in the MDS database. Data shall be entered and maintained on a quarterly basis.**
- I. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Grant Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this Grant Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, NMSA 1978.

ARTICLE X - APPROPRIATIONS

The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between the Grantee and third parties that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

ARTICLE XI – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) grant agreement. If the Division terminates the grant agreement, the County of Chaves may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the County of Chaves's only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date.”

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

CHAVES COUNTY

By: Jeff Bilberry 6-5-2024
Authorized Signatory Date

Jeff Bilberry, Commission Chair
(Type or Print Name and Position Title)

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By: _____ Date _____
Jeannette Gallegos, Acting Director

EXHIBIT "A"

PROGRAM DESCRIPTION

Name of Grantee: Chaves County

Grant No.: 25-D-G-03

Grant Amount: \$85,000.00

Grantee will provide DWI program activities in the following areas:

1. Treatment

The LDWI funding supports outpatient and/or jail-based treatment services for offenders with alcohol related convictions. LDWI funds may also support preventative treatment services and education for any community member. All treatment services shall reduce the incidence of DWI, alcoholism, alcohol abuse, alcohol misuse and alcohol-related domestic violence.

Treatment providers must be licensed to practice in the State of New Mexico and must follow evidence-based treatment practices. The Children, Youth and Families Department (CYFD) has the statutory authority to oversee the Court Ordered Domestic Violence Offender Treatment and Intervention Programs (DVOTI). Any LDWI program funds used to supplement county DVOTI programs must adhere to the CYFD rule on DVOTI's, NMAC 8.8.7. DVOTI funded programs/personnel must participate in LDWI Planning Council meetings and coalition meetings.

The LDWI funding supports evaluation of the progress and impact of this component.

2. Alternative Sentencing

LDWI funds support alternatives to traditional incarceration including, screening, compliance monitoring, tracking, alcohol or electronic monitoring, and Problem-Solving Courts.

The LDWI funding requires all programs to use the DFA-approved screening to addresses all municipal, metropolitan, district, and magistrate court referrals related to DWI. The program must use screening fees to self-fund the screening costs to the fullest extent possible. The screening shall not be administered by an alcoholism treatment program serving the judicial districts involved in order to avoid conflict of interest or screening bias. See NMSA 1978, § 43-3-11(D).

LDWI funds may support compliance monitoring/tracking of alcohol related offenders to assist courts in the monitoring of compliance with court-imposed sentencing (i.e., screening, treatment, ignition interlock, DWI School, etc.). All programs must use the DFA approved tracking instrument. Programs that fund misdemeanor compliance programs must follow the Misdemeanor Compliance Program Guidelines issued by the Administrative Office of the Courts (AOC).

LDWI funds may support electronic monitoring, alcohol monitoring, community custody programs, community service programs, and Problem-Solving Courts, including DWI Court. All Problem-Solving Courts must follow AOC specialty court guidelines.

The LDWI funding supports evaluation of the progress and impact of this component.

**EXHIBIT "B" QUARTERLY REPORT CHECKLIST AND CERTIFICATION
DISTRIBUTION/DWI GRANT**

Grantee: _____

Quarter: _____

To be completed by **DWI Coordinator**

To be completed by **LDWI Program Manager**

<i>~Complete and submit electronically in quarterly report~</i>	
Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation	Grant: _____ Received complete: _____ <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation
Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation <input type="checkbox"/> Backup Documentation of screening fees collected & spent	Distribution: _____ Received complete: _____ <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation <input type="checkbox"/> Backup Documentation of screening fees collected & spent
<input type="checkbox"/> Planning Council Meeting Agenda and Minutes (Signed) <input type="checkbox"/> Planning Council Meeting Sign in Sheet(s)	<input type="checkbox"/> Planning Council Meeting Agenda and Minutes (Signed) <input type="checkbox"/> Planning Council Meeting Sign in Sheet(s)
<input type="checkbox"/> Successes/Challenges	<input type="checkbox"/> Successes/Challenges
<input type="checkbox"/> Evaluation Update Narrative	<input type="checkbox"/> Evaluation Update Narrative
<i>~COMPLETE IN NOBLE~</i>	<i>~REVIEW IN NOBLE~</i>
<input type="checkbox"/> Enter Law Enforcement activities in MDS <input type="checkbox"/> Enter Prevention information in MDS <input type="checkbox"/> Review MDS Report in NOBLE	<input type="checkbox"/> Review MDS Report <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Prevention
<input type="checkbox"/> Review Database Quarterly Report in NOBLE	<input type="checkbox"/> Review Database Quarterly Report
<input type="checkbox"/> Review and confirm active users in NOBLE	<input type="checkbox"/> Active users in NOBLE confirmed

Under penalty of law, I hereby certify that all payments made from LDWI grant and distribution monies were verified and accounted for by locally implemented policies and controls; no "individually identifiable health information" as defined by the HIPAA Regulations has been included in the report; and that to the best of my knowledge and belief, the information contained in this report is correct and true and that no other funding source is reimbursing these specific expenditures.

Program Representative Signature

Print Name

Date

County/City Official Signature

Print Name

Date

FOR DFA USE ONLY

I certify that I have reviewed the attached documents for accuracy.

LDWI Program Manager Signature

Print Name

Date

**Local DWI Grant Program
Revenue/Expenditure Summary**

**Grantee
Chaves County**

Grant No.: 25-D-G-03

Total Grant

\$85,000.00

REVENUES BY SOURCE		EXPENDITURES BY LINE ITEM	Grant	In-Kind Match**	TOTAL
		PROGRAM			
Local DWI Program Grant	85,000.00	Personnel Services	0.00	6,750.00	6,750.00
		Employee Benefits	0.00	0.00	0.00
In-Kind Match:		Travel (In-State)	0.00	0.00	0.00
Program Generated Fees	8,500.00	Travel (Out-of-State)	0.00	0.00	0.00
County		Supplies	0.00	0.00	0.00
City		Operating Costs	0.00	1,750.00	1,750.00
Judicial/Courts		Contractual Services	85,000.00	0.00	85,000.00
Other (list):		Minor Equipment	0.00	0.00	0.00
		Capital Purchases*	0.00	0.00	0.00
TOTAL REVENUES	93,500.00	TOTAL EXPENDITURES	85,000.00	8,500.00	93,500.00

Administrative is allowed only as In-Kind Match

*Capital purchases must have prior approval from DFA/LDWI.

** In-Kind Match must be at least 10% of Grant Expenditure total

10%= 8,500.00

**LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report
by Component**

Grant:

	<u>Budget</u>
Community Wellness & Outreach Treatment	0.00
	<hr/> 80,000.00
Alternative Sentencing Program Administration	5,000.00
	<hr/> 0.00
Totals:	<hr/> 85,000.00 <hr/>

ck 85,000.00

Chaves County
PO Box 1797
Roswell NM, 88202

575-624-6658
25-D-G-03

In-Kind Match:

	<u>Budget</u>
Community Wellness & Outreach Treatment	0.00
	<hr/> 0.00
Alternative Sentencing Program Administration	8,500.00
	<hr/> 0.00
Totals:	<hr/> 8,500.00 <hr/>

ck 8,500.00

Tot. Bud. Expd: 93,500.00 ck

93,500.00



LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report

Exhibit D

Payment Request No.: **1**

I. A. Grantee: Chaves County B. Address: Po Box 1797 Roswell NM, 88202 C. Telephone No.: 575-624-6658 D. Grant No.: 25-D-G-03	II. Payment: A. Grant Award: \$85,000.00 B. Funds Received To Date: \$0.00 C. Amount Requested This Payment: \$0.00 D. Grant Balance: \$85,000.00 III. Report Period Ending: Enter Date—>
---	--

Budget Line Items	Grant				Budget Line Items	In-Kind Match			
	Approved Budget	Expenditures This Request	Remaining Budget	Total YTD Expenditures		Approved Budget	Expenditures This Request	Remaining Budget	Total YTD Expenditures
Personnel Services	0.00	0.00	0.00	0.00	Personnel Services	6,750.00	0.00	6,750.00	0.00
Employee Benefits	0.00	0.00	0.00	0.00	Employee Benefits	0.00	0.00	0.00	0.00
Travel (In-State)	0.00	0.00	0.00	0.00	Travel (In-State)	0.00	0.00	0.00	0.00
Travel (Out-of-State)	0.00	0.00	0.00	0.00	Travel (Out-of-State)	0.00	0.00	0.00	0.00
Supplies	0.00	0.00	0.00	0.00	Supplies	0.00	0.00	0.00	0.00
Operating Costs	0.00	0.00	0.00	0.00	Operating Costs	1,750.00	0.00	1,750.00	0.00
Contractual Services	85,000.00	0.00	85,000.00	0.00	Contractual Services	0.00	0.00	0.00	0.00
Minor Equipment	0.00	0.00	0.00	0.00	Minor Equipment	0.00	0.00	0.00	0.00
Capital Purchases*	0.00	0.00	0.00	0.00	Capital Purchases*	0.00	0.00	0.00	0.00
TOTALS	85,000.00	0.00	85,000.00	0.00		8,500.00	0.00	8,500.00	0.00

85,000.00

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

 Grantee Fiscal Officer (Printed Name and Title)

 Grantee Representative (Printed Name and Title)

 Grantee Fiscal Officer (Signature)

Date

 Grantee Representative (Signature)

Date

(DFA/Local Government Division Use Only)

 Local Government Division Fiscal Officer

Date

 Local Government Division Program Manager

Date

LOCAL DWI GRANT PROGRAM
Request for Payment/Financial Status Report
Breakdown By Component

Exhibit D (1)
0

Grantee: Chaves County
 Grant No.: 25-D-G-03
 Request No. 1

Total Grant Funds Requested This Request: 0.00
 Total In-Kind Match This Request: 0.00
 Total Expenditures Reported This Request: 0.00

Grant:

	<u>Budget</u>	<u>This Request</u>	<u>Remaining Budget</u>	<u>Expenditures YTD</u>
Community Wellness & Outreach	0.00	0.00	0.00	0.00
Treatment	80,000.00	0.00	80,000.00	0.00
Alternative Sentencing	5,000.00	0.00	5,000.00	0.00
Program Administration	0.00	0.00	0.00	0.00
Totals:	85,000.00	0.00	85,000.00	0.00

In-Kind Match:

	<u>Budget</u>	<u>This Request</u>	<u>Remaining Budget</u>	<u>Expenditures YTD</u>
Community Wellness & Outreach	0.00	0.00	0.00	0.00
Treatment	0.00	0.00	0.00	0.00
Alternative Sentencing	8,500.00	0.00	8,500.00	0.00
Program Administration	0.00	0.00	0.00	0.00
Totals:	8,500.00	0.00	8,500.00	0.00

Total Expenditures This Reimbursement:	<u>0.00</u>	↔	<u>0.00</u>
Total Expenditures Year to Date:	<u>0.00</u>	↔	<u>0.00</u>

Exhibit G - Grant

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality: _____
 Grant No.: _____
 Request No.: _____

Total Grant Funds Requested This Request: 0.00
 Total In-Kind Match This Request: 0.00
 Total Expenditures Reported This Request: 0.00

Grant Expenditures:

ADMINISTRATIVE

Administrative expenses are not allowed.

PROGRAM

Personnel Services

Pay Period	Name	Job title	Document Identifier	Amount	Component
Total Personnel Services:					<u>0.00</u>

Employee Benefits

Pay Period	Name	Job title	Document Identifier	Description	Amount	Component
Total Employee Benefits:					<u>0.00</u>	

Travel (In-State)

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component
Total Travel (In-State):					<u>0.00</u>	

Exhibit G- Grant

Travel (Out-of-State)

<u>Date of Travel & Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Travel (Out-of-State):						0.00

Supplies (*List Prevention Giveaways/Promotional Items separately below)

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>

***Prevention Giveaways/Promotional Items**

Total Supplies:						0.00

Operating Costs

<u>Date(s) Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Operating Costs:						0.00

Contractual Services

<u>Period Covered</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Contractual Services:						0.00

Minor Equipment

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Minor Equipment:						0.00

Exhibit G- Grant

Capital Purchases

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>

Total Capital Purchases: 0.00

Total Grant Fund Reimbursement Request: 0.00

Check: 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

Grantee Representative (Signature)

Title

Date

Exhibit G - Grant In-Kind Match

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality: 0
 Grant No.: 0
 Request No.: 0

Total Grant Funds Requested This Request: 0.00
 Total In-Kind Match This Request: 0.00
 Total Expenditures Reported This Request: 0.00

In-Kind Match Expenditures:

PROGRAM

Personnel Services

Pay Period	Name	Job Title	Document Identifier	Amount	Component	<u>Amount of Screening Fees Used</u>
Total Personnel Services:					0.00	

Employee Benefits

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component	<u>Amount of Screening Fees Used</u>
Total Employee Benefits:					0.00		

Travel (In-State)

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component	<u>Amount of Screening Fees Used</u>
Total Travel (In-State):					0.00		

Travel (Out-of-State)

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component	<u>Amount of Screening Fees Used</u>
Total Travel (Out-of-State):					0.00		

Supplies

Exhibit G - Grant In-Kind Match

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount or Screening Fees Used</u>
Total Supplies:					0.00		

Operating Costs

<u>Date(s) Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount or Screening Fees Used</u>
Total Operating Costs:					0.00		

Contractual Services

<u>Date(s) Incurred</u>	<u>Vendor / Contractor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount or Screening Fees Used</u>
Total Contractual Services:					0.00		

Minor Equipment

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount or Screening Fees Used</u>
Total Minor Equipment:					0.00		

Capital Purchases

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount or Screening Fees Used</u>
Total Capital Purchases:					0.00		

Total In-Kind Match:

Check: 0.00 0.00

Total Screening Fees: 0

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. I certify

AGENDA ITEM: 13

Resolution R-24-021 Adopting the FY 2026-2030 Infrastructure Capital Improvements Plan and authorizing the Permission of Access Forms.

MEETING DATE: June 13, 2024

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Adriana Zapata, Community Development Division

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY:

This Resolution is for Adopting the Fiscal Year 2026-2030 ICIP and authorizing the Permission of Access Forms.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution R-24-021 and Permission of Access Forms.

SUMMARY BY: Adriana Zapata

TITLE: Community Development Project Specialist

Chaves County Government
County of Chaves
Resolution R-24-021

A RESOLUTION

ADOPTING THE FY 2026-2030 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)

WHEREAS, the Board of Commissioners of Chaves County recognizes that the financing of public capital projects has become a major concern in New Mexico and Nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE CHAVES COUNTY COMMISSION THAT:

1. The county has adopted the attached FY 2026-2030 Infrastructure Capital Improvement Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This Resolution supersedes Resolution Number R-23-030.

PASSED, APPROVED AND ADOPTED by the governing body at its meeting of June 13, 2024

Jeff Bilberry,
County Commission Chairman

ATTEST:

Cindy Fuller
Chaves County Clerk

**New Entity Contacts with Access /
Permission for Access - New Contact /
CPMS User Access Form**

(Must be a political subdivision of the state - municipality, county, special district, tribe, or senior center facility.)

- Current ICIP User
- Additional ICIP User
- New ICIP Entity
- CPMS Access Only

Choose Entity Type from dropdown below:

Entity Type: County

Special District Category: Other (Not listed)

Chaves County Government

(Entity Name) agrees to provide the following agency or individual the authority to enter/edit the Infrastructure Capital Improvement Plan (ICIP) database for the **2026-2030** Plan for this entity.

Person with signatory authority for this local government entity to give such permission (Please note: Cannot list same contact twice, all fields must be completed and this form expires one year after completed).

Name: Bill Williams Title: County Manager
Entity/Agency Name: Chaves County
Address: #1 St. Mary's Place
City: Roswell State: NM Zip: 88203 County: Chaves
Phone: 575-624-6600 Email: bill.williams@chavescounty.gov
Signature: *William B. Williams* Date: 5/15/24

Agency or individual who has been given authority to enter the ICIP data on behalf of said entity:

Name: Adriana Zapata Title: Project Specialist
Entity/Agency Name: Chaves County
Address: PO BOX 1597
City: Roswell State: NM Zip: 88202-1597 County: Chaves
Phone: 575-624-6689 Email: adriana.zapata@chavescounty.gov
Signature: *Adriana Zapata* Date: 5-15-2024

**New Entity Contacts with Access /
Permission for Access - New Contact /
CPMS User Access Form**

(Must be a political subdivision of the state - municipality, county, special district, tribe, or senior center facility.)

<input checked="" type="checkbox"/> Current ICIP User
<input checked="" type="checkbox"/> Additional ICIP User
<input type="checkbox"/> New ICIP Entity
<input type="checkbox"/> CPMS Access Only

Choose Entity Type from dropdown below:

Entity Type: County

Special District Category: Other (Not listed)

Chaves County Government SNMEDD (Entity Name) agrees to provide the following agency or individual the authority to enter/edit the Infrastructure Capital Improvement Plan (ICIP) database for the **2026-2030** Plan for this entity.

Person with signatory authority for this local government entity to give such permission (Please note: Cannot list same contact twice, all fields must be completed and this form expires one year after completed).

Name: Bill Williams Title: County Manager
Entity/Agency Name: Chaves County
Address: #1 St. Mary's Place
City: Roswell State: NM Zip: 88203 County: Chaves
Phone: 575-624-6600 Email: bill.williams@chavescounty.gov
Signature: *William B. Williams* Date: 5/15/24

Agency or individual who has been given authority to enter the ICIP data on behalf of said entity:

Name: Dora Batista Title: Executive Director
Entity/Agency Name: Southeast New Mexico Economic Development District
Address: 1600 SE Main, Ste D.
City: Roswell State: NM Zip: 88203 County: Chaves
Phone: 575-624-6131 Email: dbatista@snmedd.com
Signature: *Dora Batista* Date: 5-20-24

**New Entity Contacts with Access /
Permission for Access - New Contact /
CPMS User Access Form**

(Must be a political subdivision of the state - municipality, county, special district, tribe, or senior center facility.)

<input checked="" type="checkbox"/> Current ICIP User
<input checked="" type="checkbox"/> Additional ICIP User
<input type="checkbox"/> New ICIP Entity
<input type="checkbox"/> CPMS Access Only

Choose Entity Type from dropdown below:

Entity Type: County

Special District Category: Other (Not listed)

Chaves County Government Hagerman Joy Center (Entity Name) agrees to provide the following agency or individual the authority to enter/edit the Infrastructure Capital Improvement Plan (ICIP) database for the **2026-2030 Plan** for this entity.

Person with signatory authority for this local government entity to give such permission (Please note: Cannot list same contact twice, all fields must be completed and this form expires one year after completed).

Name: Bill Williams Title: County Manager
Entity/Agency Name: Chaves County
Address: #1 St. Mary's Place
City: Roswell State: NM Zip: 88203 County: Chaves
Phone: 575-624-6600 Email: bill.williams@chavescounty.gov
Signature: *Bill Williams* Date: 5/15/24

Agency or individual who has been given authority to enter the ICIP data on behalf of said entity:

Name: Monica Duran Title: Executive Director
Entity/Agency Name: Hagerman Joy Center
Address: 503 East Argyle
City: Hagerman State: NM Zip: 88232 County: Chaves
Phone: 575-623-4866 Email: admin@joycenter.org
Signature: *Monica Duran* Date: 5/17/24

**New Entity Contacts with Access /
Permission for Access - New Contact /
CPMS User Access Form**

(Must be a political subdivision of the state - municipality, county, special district, tribe, or senior center facility.)

<input checked="" type="checkbox"/> Current ICIP User
<input checked="" type="checkbox"/> Additional ICIP User
<input type="checkbox"/> New ICIP Entity
<input type="checkbox"/> CPMS Access Only

Choose Entity Type from dropdown below:

Entity Type: County

Special District Category: Other (Not listed)

Chaves County Government Lake ArthurJoy Center (Entity Name) agrees to provide the following agency or individual the authority to enter/edit the Infrastructure Capital Improvement Plan (ICIP) database for the **2026-2030** Plan for this entity.

Person with signatory authority for this local government entity to give such permission (Please note: Cannot list same contact twice, all fields must be completed and this form expires one year after completed).

Name: Bill Williams Title: County Manager
Entity/Agency Name: Chaves County
Address: #1 St. Mary's Place
City: Roswell State: NM Zip: 88203 County: Chaves
Phone: 575-624-6600 Email: bill.williams@chavescounty.gov
Signature: *William B. Williams* Date: 5/15/24

Agency or individual who has been given authority to enter the ICIP data on behalf of said entity:

Name: Monica Duran Title: Executive Director
Entity/Agency Name: Lake Arthur Joy Center
Address: 700 Oklahoma
City: Lake Arthur State: NM Zip: 88253 County: Chaves
Phone: 575-623-4866 Email: admin@joycenter.org
Signature: *Monica Duran* Date: 5/15/24

**New Entity Contacts with Access /
Permission for Access - New Contact /
CPMS User Access Form**

(Must be a political subdivision of the state - municipality, county, special district, tribe, or senior center facility.)

<input checked="" type="checkbox"/> Current ICIP User
<input checked="" type="checkbox"/> Additional ICIP User
<input type="checkbox"/> New ICIP Entity
<input type="checkbox"/> CPMS Access Only

Choose Entity Type from dropdown below:

Entity Type: County

Special District Category: Other (Not listed)

Chaves County Government MidwayJoy Center (Entity Name) agrees to provide the following agency or individual the authority to enter/edit the Infrastructure Capital Improvement Plan (ICIP) database for the 2026-2030 Plan for this entity.

Person with signatory authority for this local government entity to give such permission (Please note: Cannot list same contact twice, all fields must be completed and this form expires one year after completed).

Name: Bill Williams Title: County Manager
Entity/Agency Name: Chaves County
Address: #1 St. Mary's Place
City: Roswell State: NM Zip: 88203 County: Chaves
Phone: 575-624-6600 Email: bill.williams@chavescounty.gov
Signature: *William B Williams* Date: 5/15/24

Agency or individual who has been given authority to enter the ICIP data on behalf of said entity:

Name: Monica Duran Title: Executive Director
Entity/Agency Name: Midway Joy Center
Address: 126 Willard Street
City: Dexter State: NM Zip: 88230 County: Chaves
Phone: 575-623-4866 Email: admin@joycenter.org
Signature: *M Duran* Date: 5/15/24

**New Entity Contacts with Access /
Permission for Access - New Contact /
CPMS User Access Form**

(Must be a political subdivision of the state - municipality, county, special district, tribe, or senior center facility.)

<input checked="" type="checkbox"/> Current ICIP User
<input checked="" type="checkbox"/> Additional ICIP User
<input type="checkbox"/> New ICIP Entity
<input type="checkbox"/> CPMS Access Only

Choose Entity Type from dropdown below:

Entity Type: County

Special District Category: Other (Not listed)

Chaves County Government Roswell Joy Center (Entity Name) agrees to provide the following agency or individual the authority to enter/edit the Infrastructure Capital Improvement Plan (ICIP) database for the 2026-2030 Plan for this entity.

Person with signatory authority for this local government entity to give such permission (Please note: Cannot list same contact twice, all fields must be completed and this form expires one year after completed).

Name: Bill Williams Title: County Manager
Entity/Agency Name: Chaves County
Address: #1 St. Mary's Place
City: Roswell State: NM Zip: 88203 County: Chaves
Phone: 575-624-6600 Email: bill.williams@chavescounty.gov
Signature: *William B. Williams* Date: 5/15/24

Agency or individual who has been given authority to enter the ICIP data on behalf of said entity:

Name: Monica Duran Title: Executive Director
Entity/Agency Name: Roswell Joy Center
Address: 1822 North Montana Avenue
City: Roswell State: NM Zip: 88201 County: Chaves
Phone: 575-623-4866 Email: admin@joycenter.org
Signature: *Monica Duran* Date: 5/15/24

AGENDA ITEM: 14

Resolution R-24-022
Approving Chaves County to
“Pickup” PERA Statutory
contribution Rate Increase

MEETING DATE: June 13, 2024

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Emma Dominguez

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY:

Chaves County Resolution R-24-022 proposes Chaves County to “pickup” the .50% PERA contribution rate increase for employees as approved in the interim budget for fiscal year 2024-2025 on May 16, 2024.

Staff recommends approval of Resolution R-24-022.

SUPPORT DOCUMENTS: Resolution R-24-022

SUMMARY BY: Emma Dominguez

TITLE: Human Resources Director

RESOLUTION R-24-022
IRREVOCABLY AUTHORIZING CHAVES COUNTY TO “PICKUP”
PERA STATUTORY EMPLOYEE CONTRIBUTION RATE INCREASE

WHEREAS, Chaves County Ordinance #8, the Chaves County Personnel Policy requires approval by resolution of the Chaves County Commission for certain personnel changes, and

WHEREAS, the interim budget for fiscal year 2024-2025 was approved at the May 16, 2024 Commission meeting which included the newly increased Public Employees Retirement Association of New Mexico (PERA) employee contribution rate; and

WHEREAS, PERA SB72 was passed and increased the statutory employee contribution rate by .50% and increased the statutory employer contribution rate by .50% for employees who earn more than \$25,000 in annual salary, and

WHEREAS, Chaves County desires to “pickup” the .50% on behalf of Chaves County Employees for both Municipal Plan 4 and Police Plan 5, and;

WHEREAS, PERA SB72 was passed and increased the statutory employer contribution rate by .50%, and;

WHEREAS, Chaves County employer contribution rate for Municipal Plan 4 will increase from 17.80% to 18.80%, resulting in the County picking-up a total of 73% of employee contributions, and Chaves County employer contribution rate for Police Plan 5 has increased from 24.65% to 25.65% resulting in the County picking-up a total of 74% of employee contributions, and

NOW THEREFORE BE IT RESOLVED by the Board of Chaves County Commissioners that Chaves County irrevocably “pickup” the new increased PERA statutory employee contribution rate of 1.0%, be approved effective July 1, 2024.

DONE this 13th day of June 2024.

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

T. Calder Ezzell, Vice-Chairman

Dara Dana, Member

Michael J. Perry, Member

Richard C. Taylor, Member

ATTEST:

Cindy Fuller
County Clerk

AGENDA ITEM: _____ 15

Resolution R-24-023
Approving Changes to Personnel
Charts

MEETING DATE: June 13, 2024

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Emma Dominguez

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY:

This resolution incorporates the addition of the following positions: 1 additional Civil Process Server, 1 Public Records (IPRA) Clerk, 1 Public Records (IPRA) Coordinator, and 1 Mechanical & Plumbing Inspector. The salary increase for the following At-Will positions: County Manager, Detention Administrator, Chief Financial Officer, HR Director, IT Director, Planning & Zoning Director, and the Flood Superintendent. The County also desires to pick up the estimated 9.2% insurance premium increase for employees as approved in the interim budget for fiscal year 2024-2025 on May 16, 2024.

Staff recommends approval of Resolution R-24-023.

SUPPORT DOCUMENTS: Resolution: R-24-023

Chart A & A-1, Chart C, and Chart B

Position Specification Summary for: *Public Records (IPRA) Clerk, Public Records (IPRA) Coordinator, Mechanical & Plumbing Inspector*

SUMMARY BY: Emma Dominguez

TITLE: Human Resources Director

RESOLUTION R-24-023
APPROVING CHANGES TO PERSONNEL CHARTS

WHEREAS, Chaves County Ordinance #8, the Chaves County Personnel Policy requires approval by resolution of the Chaves County Commission for certain personnel changes, and

WHEREAS, the interim budget for fiscal year 2024-2025 was approved at the May 16, 2024 Commission meeting which included new positions, and salary increases and;

WHEREAS, the following positions have been added: One (1) additional Civil Process Server, One (1) Public Records (IPRA) Clerk, One (1) Public Records (IPRA) Coordinator, and One (1) Mechanical & Plumbing Inspector to Chart C, and;

WHEREAS, the Position Specification Summary for the Public Records (IPRA) Clerk, Public Records (IPRA) Coordinator, and Mechanical & Plumbing Inspector has been added accordingly, and;

WHEREAS, the Budget also included an increase for the County Manager (8%), Detention Administrator (13.41%), Chief Financial Officer (14.12%), HR Director (8%), IT Director (8%), Planning & Zoning Director (8%), and Flood Superintendent (8%), and;

WHEREAS, Personnel Charts have been modified accordingly, and;

WHEREAS, The State of New Mexico has indicated a 9.2% insurance premium increase is expected July 1, 2024, and;

WHEREAS, Chaves County desires to pick up the 9.2% insurance premium increase effective July 1, 2024, and;

NOW THEREFORE BE IT RESOLVED by the Board of Chaves County Commissioners that the Personnel Charts reflect changes listed above effective July 8, 2024.

DONE this 13th day of June 2024.

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

T. Calder Ezzell Jr, Vice-Chairman

ATTEST:

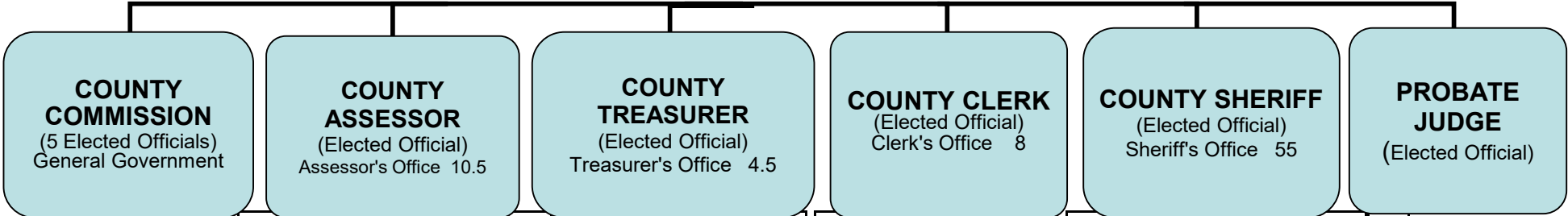
Dara Dana, Member

Richard C. Taylor, Member

Cindy Fuller
County Clerk

Michael Perry, Member

CHART A
 CHAVES COUNTY GOVERNMENT
 ORGANIZATIONAL STRUCTURE &
 MANPOWER ALLOCATION
FY 24-25
EFFECTIVE 07/08/2024



Chief Deputy	1
Administration	5.5
Deputy Assessor	3.5
Assessors Office Administrator	1
GIS Parcel Mapper	1
Property Appraisal	4
Chief Appraiser	1
Appraiser	3

Chief Deputy	1
Senior Accountant	1
Deputy Treasurer	2.5

Chief Deputy	1
B.O.E. Chief	1
B.O.E. Deputy	1
Recording & Filing	1
Probate Clerk Deputy	1
Deputy Clerk	3

Chief Deputy	1
Administration	16
Sheriff's Administrator	1
Lieutenant	4
Public Records (IPRA) Clerk	1
Animal Control Officer	2
Civil Process Server	2
Property & Evidence	1
Sheriff Clerk	4
Civil Records Assistant	1
Patrol/Investigation	38
Sergeant	4
Deputy Patrol	20
Deputy SRO	2
Desk Deputy	1
CID	4
Court Security/Transports	5
Civil	2

Total Elected Officials 10			
Commissioners	5	Probate Judge	1
Sheriff	1	Assessor	1
Clerk	1	Treasurer	1
Chaves County Government Employees			
Total Authorized Positions		254	
Commission Employees		176	
Elected Official Employees		78	

County Commission
(5 Elected Officials)
General Government

General Administration 175
County Manager 1

Detention Division 84

Detention Administration 17

Detention Administrator	1
Chief of Security/Major	1
Administration Lieutenant	1
Safety/Compliance Lieutenant	1
Detention Lieutenant	4
Office Administrator	1
Administrative Assistant	2
Detention Clerk	6

Detention 67

Sergeant	7
Sergeant-Training	1
Corporal	4
Detention Officer	55

General Government 9

Human Resources 3

HR Director	1
HR Generalist	1
Public Records Coordinator	1

Purchasing 1

I.T. Department 4

I.T. Director	1
Senior System Administrator	1
I.T. Tech	2

County Manager Oversees

Safety & Compliance Mgr	1
-------------------------	---

Finance Division 14

Finance 4

Chief Finance Officer	1
Asst Finance Director	1
Senior Accountant	1
Finance Officer	1

IHC 2

Health Care Dir/Internal Auditor	1
Eligibility Officer	1

Community Development 8

Continuum/DWI Coordinator	1
DWI/Court Services Tech	1
Project Specialist	1
Court Compliance Supervisor	1
Court Compliance Officer	3
Community Service Tech	1

Public Services Division 68

Public Services 2

Public Services Director	1
Public Services Admin. Assistant	1

Road Department 44

Road Operations Director	1
Road Technical Supervisor	1
Asst. Engineering Tech.	1
Purchasing Officer	1
Executive Assistant	1

Road Shop 7

Fleet Maint. Supervisor	1
Auto Mechanic	1
Diesel Mechanic	3
Welder	1
Tire Specialist	1

Road Solid Waste 2

Road Maint. I	2
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Vector Control 0.5

Road Maint II	0.5
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Construction & Maint. 29.5

Road Foreman	2
Road Maint. II	17.5
Road Maint. I	10

Facility Maintenance 16

Facility Maintenance Director	1
Facility Maintenance Foreman	1
Facility Maintenance Lead Tech-Detention	1
HVAC Tech	1
Facility Maintenance	1
Facility Maintenance Detention	2
Facility Maintenance Admin. Assistant	1
Groundskeeper	2
Custodian	6

Planning and Zoning 6

P&Z Director	1
Bldg Inspector/Code Enforcement Officer	1
Electrial Inspector/Code Enforcement Officer	1
Mechanical & Plumbing Inspector	1
Assistant Planner	1
P&Z Administrative Assistant	1

Public Services Director Oversees

Flood Control 12

CHART A-1
CHAVES COUNTY GOVERNMENT
ORGANIZATIONAL STRUCTURE &
MANPOWER ALLOCATION
FY 24-25
EFFECTIVE DATE 07/08/2024

CHAVES COUNTY GOVERNMENT EMPLOYEES	
TOTAL AUTHORIZED POSITIONS	254
COMMISSION EMPLOYEES	176
ELECTED OFFICIAL EMPLOYEES	78

CHART B - EFFECTIVE 07/08/2024

GENERAL WAGE & POSITION CLASSIFICATION CHART FY 24/25

WAGE LEVEL	WAGE AMOUNT	GENERAL GOVERNMENT	ROAD	DETENTION	TREASURER	ASSESSOR	CLERK	SHERIFF	FLOOD
N	\$57,844.80-\$86,840.00 \$27.81-\$41.75/HR	Safety & Compliance Manager (E)				Chief Appraiser (E)			
M	\$53,560.00-\$76,897.60 \$25.75-\$36.97/HR	Building Inspector/Code Enforcement Officer (E), Electrical Inspector/Code Enforcement Officer (E), Mechanical & Plumbing Inspector (E)							
L	\$46,321.60-\$69,659.20 \$22.27-\$33.49/HR	Court Compliance Supervisor (E), FM Foreman				GIS Parcel Mapper (E)	BOE Chief (E)		
K	\$45,198.40-\$67,828.80 \$21.73-\$32.61/HR		Executive Assistant						Executive Assistant
J	\$44,075.20-\$66,352.00 \$21.19-\$31.90/HR	DWI Program Coordinator (E), FM Lead Technician							
I	\$43,014.40-\$64,584.00 \$20.68-\$31.05/HR	HR Generalist, HVAC Technician, Senior Accountant, Public Records (IPRA) Coordinator			Senior Accountant				
H	\$40,934.40-\$61,443.20 \$19.68-\$29.54/HR	Project Specialist, Assistant Planner		Office Administrator		Assessor's Office Administrator			
G	\$38,958.40-\$58,406.40 \$18.73-\$28.08/HR	Court Compliance Officer						Public Records (IPRA) Clerk	
F	\$36,171.20-\$54,225.60 \$17.39-\$26.07/HR					Appraiser			
E	\$35,297.60-\$52,977.60 \$16.97-\$25.47/HR	Admin. Assistant P&Z, Admin. Assistant FM, Admin. Assistant Public Services, Finance Officer		Admin. Assistant				Property & Evidence Custodian	
D	\$34,424.00-\$52,811.20 \$16.55-\$25.39/HR			Detention Clerk			BOE Deputy, Recording & Filing Supervisor	Animal Control Officer, Civil Process Server, Civil Records Assistant, Sheriff Clerk	
C	\$33,113.60-\$50,793.60 \$15.92-\$24.42/HR				Deputy Treasurer	Deputy Assessor	Deputy Clerk, Probate Clerk Deputy		
B	\$32,240.00-\$48,859.20 \$15.50-\$23.49/HR	Eligibility Officer, Community Service Tech, DWI/Court Services Tech, Groundskeeper							
A	\$31,200.00-\$42,515.20 \$15.00-\$20.44/HR	Custodian							

AT-WILL POSITIONS	
County Manager	Facility Maintenance Director
Public Services Director	Road Operations Director
Chief Financial Officer	Chief of Security/Major
Detention Administrator	Healthcare Director/Financial
Flood Superintendent	Internal Auditor
Human Resources Director	Assistant Finance Director
IT Director	Purchasing Director
Planning & Zoning Director	Sheriff's Administrator
	(Appointed by Sheriff)

Legend:
(E) Exempt Position
At-Will-Appointed, serves at the pleasure of the County Manager or Elected Official

**CHAVES COUNTY GENERAL WAGE SCHEDULE
CHART C**

Effective Date: July 8, 2024

Level	Pay Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	
	ANNUAL	57,844.80	59,550.40	61,256.00	62,961.60	64,667.20	66,372.80	68,078.40	69,784.00	71,489.60	73,195.20	74,900.80	76,606.40	78,312.00	80,017.60	81,723.20	83,428.80	85,134.40	86,840.00	
N	BI-WEEKLY	2,224.80	2,290.40	2,356.00	2,421.60	2,487.20	2,552.80	2,618.40	2,684.00	2,749.60	2,815.20	2,880.80	2,946.40	3,012.00	3,077.60	3,143.20	3,208.80	3,274.40	3,340.00	
	HOURLY	27.81	28.63	29.45	30.27	31.09	31.91	32.73	33.55	34.37	35.19	36.01	36.83	37.65	38.47	39.29	40.11	40.93	41.75	Safety & Compliance Manager, Chief Appraiser
	ANNUAL	53,560.00	54,932.80	56,305.60	57,678.40	59,051.20	60,424.00	61,796.80	63,169.60	64,542.40	65,915.20	67,288.00	68,660.80	70,033.60	71,406.40	72,779.20	74,152.00	75,524.80	76,897.60	
M	BI-WEEKLY	2,060.00	2,112.80	2,165.60	2,218.40	2,271.20	2,324.00	2,376.80	2,429.60	2,482.40	2,535.20	2,588.00	2,640.80	2,693.60	2,746.40	2,799.20	2,852.00	2,904.80	2,957.60	
	HOURLY	25.75	26.41	27.07	27.73	28.39	29.05	29.71	30.37	31.03	31.69	32.35	33.01	33.67	34.33	34.99	35.65	36.31	36.97	Building Inspector/Code Enforcement Officer, Electrical Inspector/Code Enforcement Officer, Mechanical & Plumbing Inspector
	ANNUAL	46,321.60	47,694.40	49,067.20	50,440.00	51,812.80	53,185.60	54,558.40	55,931.20	57,304.00	58,676.80	60,049.60	61,422.40	62,795.20	64,168.00	65,540.80	66,913.60	68,286.40	69,659.20	
L	BI-WEEKLY	1,781.60	1,834.40	1,887.20	1,940.00	1,992.80	2,045.60	2,098.40	2,151.20	2,204.00	2,256.80	2,309.60	2,362.40	2,415.20	2,468.00	2,520.80	2,573.60	2,626.40	2,679.20	
	HOURLY	22.27	22.93	23.59	24.25	24.91	25.57	26.23	26.89	27.55	28.21	28.87	29.53	30.19	30.85	31.51	32.17	32.83	33.49	GIS Parcel Mapper, BOE Chief, Court Compliance Supervisor, FM Foreman
	ANNUAL	45,198.40	46,529.60	47,860.80	49,192.00	50,523.20	51,854.40	53,185.60	54,516.80	55,848.00	57,179.20	58,510.40	59,841.60	61,172.80	62,504.00	63,835.20	65,166.40	66,497.60	67,828.80	
K	BI-WEEKLY	1,738.40	1,789.60	1,840.80	1,892.00	1,943.20	1,994.40	2,045.60	2,096.80	2,148.00	2,199.20	2,250.40	2,301.60	2,352.80	2,404.00	2,455.20	2,506.40	2,557.60	2,608.80	
	HOURLY	21.73	22.37	23.01	23.65	24.29	24.93	25.57	26.21	26.85	27.49	28.13	28.77	29.41	30.05	30.69	31.33	31.97	32.61	Executive Assistant
	ANNUAL	44,075.20	45,385.60	46,696.00	48,006.40	49,316.80	50,627.20	51,937.60	53,248.00	54,558.40	55,868.80	57,179.20	58,489.60	59,800.00	61,110.40	62,420.80	63,731.20	65,041.60	66,352.00	
J	BI-WEEKLY	1,695.20	1,745.60	1,796.00	1,846.40	1,896.80	1,947.20	1,997.60	2,048.00	2,098.40	2,148.80	2,199.20	2,249.60	2,300.00	2,350.40	2,400.80	2,451.20	2,501.60	2,552.00	
	HOURLY	21.19	21.82	22.45	23.08	23.71	24.34	24.97	25.60	26.23	26.86	27.49	28.12	28.75	29.38	30.01	30.64	31.27	31.90	DWI Program Coordinator, FM Lead Technician
	ANNUAL	43,014.40	44,283.20	45,552.00	46,820.80	48,089.60	49,358.40	50,627.20	51,896.00	53,164.80	54,433.60	55,702.40	56,971.20	58,240.00	59,508.80	60,777.60	62,046.40	63,315.20	64,584.00	
I	BI-WEEKLY	1,654.40	1,703.20	1,752.00	1,800.80	1,849.60	1,898.40	1,947.20	1,996.00	2,044.80	2,093.60	2,142.40	2,191.20	2,240.00	2,288.80	2,337.60	2,386.40	2,435.20	2,484.00	
	HOURLY	20.68	21.29	21.90	22.51	23.12	23.73	24.34	24.95	25.56	26.17	26.78	27.39	28.00	28.61	29.22	29.83	30.44	31.05	Human Resources Generalist, HVAC Technician, Senior Accountant, Public Records (IPRA) Coordinator
	ANNUAL	40,934.40	42,140.80	43,347.20	44,553.60	45,760.00	46,966.40	48,172.80	49,379.20	50,585.60	51,792.00	52,998.40	54,204.80	55,411.20	56,617.60	57,824.00	59,030.40	60,236.80	61,443.20	
H	BI-WEEKLY	1,574.40	1,620.80	1,667.20	1,713.60	1,760.00	1,806.40	1,852.80	1,899.20	1,945.60	1,992.00	2,038.40	2,084.80	2,131.20	2,177.60	2,224.00	2,270.40	2,316.80	2,363.20	
	HOURLY	19.68	20.26	20.84	21.42	22.00	22.58	23.16	23.74	24.32	24.90	25.48	26.06	26.64	27.22	27.80	28.38	28.96	29.54	Assistant Planner, Office Administrator (Detention), Assessor's Office Administrator, Project Specialist
	ANNUAL	38,958.40	40,102.40	41,246.40	42,390.40	43,534.40	44,678.40	45,822.40	46,966.40	48,110.40	49,254.40	50,398.40	51,542.40	52,686.40	53,830.40	54,974.40	56,118.40	57,262.40	58,406.40	
G	BI-WEEKLY	1,498.40	1,542.40	1,586.40	1,630.40	1,674.40	1,718.40	1,762.40	1,806.40	1,850.40	1,894.40	1,938.40	1,982.40	2,026.40	2,070.40	2,114.40	2,158.40	2,202.40	2,246.40	
	HOURLY	18.73	19.28	19.83	20.38	20.93	21.48	22.03	22.58	23.13	23.68	24.23	24.78	25.33	25.88	26.43	26.98	27.53	28.08	Court Compliance Officer, Public Records (IPRA) Clerk
	ANNUAL	36,171.20	37,252.80	38,334.40	39,416.00	40,497.60	41,579.20	42,660.80	43,742.40	44,824.00	45,905.60	46,987.20	48,068.80	49,150.40	50,232.00	51,313.60	52,395.20	53,476.80	54,558.40	
F	BI-WEEKLY	1,391.20	1,432.80	1,474.40	1,516.00	1,557.60	1,599.20	1,640.80	1,682.40	1,724.00	1,765.60	1,807.20	1,848.80	1,890.40	1,932.00	1,973.60	2,015.20	2,056.80	2,098.40	
	HOURLY	17.39	17.91	18.42	18.93	19.44	19.95	20.46	20.97	21.48	21.99	22.50	23.01	23.52	24.03	24.54	25.05	25.56	26.07	Appraiser
	ANNUAL	35,297.60	36,337.60	37,377.60	38,417.60	39,457.60	40,497.60	41,537.60	42,577.60	43,617.60	44,657.60	45,697.60	46,737.60	47,777.60	48,817.60	49,857.60	50,897.60	51,937.60	52,977.60	
E	BI-WEEKLY	1,357.60	1,397.60	1,437.60	1,477.60	1,517.60	1,557.60	1,597.60	1,637.60	1,677.60	1,717.60	1,757.60	1,797.60	1,837.60	1,877.60	1,917.60	1,957.60	1,997.60	2,037.60	
	HOURLY	16.97	17.47	17.97	18.47	18.97	19.47	19.97	20.47	20.97	21.47	21.97	22.47	22.97	23.47	23.97	24.47	24.97	25.47	Admin. Assistant, Property & Evidence Custodian, Finance Officer
	ANNUAL	34,424.00	35,505.60	36,587.20	37,668.80	38,750.40	39,832.00	40,913.60	41,995.20	43,076.80	44,158.40	45,240.00	46,321.60	47,403.20	48,484.80	49,566.40	50,648.00	51,729.60	52,811.20	
D	BI-WEEKLY	1,324.00	1,365.60	1,407.20	1,448.80	1,490.40	1,532.00	1,573.60	1,615.20	1,656.80	1,698.40	1,740.00	1,781.60	1,823.20	1,864.80	1,906.40	1,948.00	1,989.60	2,031.20	
	HOURLY	16.55	17.07	17.59	18.11	18.63	19.15	19.67	20.19	20.71	21.23	21.75	22.27	22.79	23.31	23.83	24.35	24.87	25.39	BOE Deputy, Animal Control Officer, Civil Process Server, Detention Clerk, Recording & Filing Supervisor, Sheriff Clerk, Civil Records Assistant
	ANNUAL	33,113.60	34,153.60	35,193.60	36,233.60	37,273.60	38,313.60	39,353.60	40,393.60	41,433.60	42,473.60	43,513.60	44,553.60	45,593.60	46,633.60	47,673.60	48,713.60	49,753.60	50,793.60	
C	BI-WEEKLY	1,273.60	1,313.60	1,353.60	1,393.60	1,433.60	1,473.60	1,513.60	1,553.60	1,593.60	1,633.60	1,673.60	1,713.60	1,753.60	1,793.60	1,833.60	1,873.60	1,913.60	1,953.60	
	HOURLY	15.92	16.42	16.92	17.42	17.92	18.42	18.92	19.42	19.92	20.42	20.92	21.42	21.92	22.42	22.92	23.42	23.92	24.42	Deputy Assessor, Deputy Clerk, Deputy Treas, FM, Probate Clerk Deputy
	ANNUAL	32,240.00	33,217.60	34,195.20	35,172.80	36,150.40	37,128.00	38,105.60	39,083.20	40,060.80	41,038.40	42,016.00	42,993.60	43,971.20	44,948.80	45,926.40	46,904.00	47,881.60	48,859.20	
B	BI-WEEKLY	1,240.00	1,277.60	1,315.20	1,352.80	1,390.40	1,428.00	1,465.60	1,503.20	1,540.80	1,578.40	1,616.00	1,653.60	1,691.20	1,728.80	1,766.40	1,804.00	1,841.60	1,879.20	
	HOURLY	15.50	15.97	16.44	16.91	17.38	17.85	18.32	18.79	19.26	19.73	20.20	20.67	21.14	21.61	22.08	22.55	23.02	23.49	Eligibility Officer, Community Service Tech, DWI/Court Services Tech, Groundskeeper
	ANNUAL	31,200.00	31,865.60	32,531.20	33,196.80	33,862.40	34,528.00	35,193.60	35,859.20	36,524.80	37,190.40	37,856.00	38,521.60	39,187.20	39,852.80	40,518.40	41,184.00	41,849.60	42,515.20	
A	BI-WEEKLY	1,200.00	1,225.60	1,251.20	1,276.80	1,302.40	1,328.00	1,353.60	1,379.20	1,404.80	1,430.40	1,456.00	1,481.60	1,507.20	1,532.80	1,558.40	1,584.00	1,609.60	1,635.20	
	HOURLY	15.00	15.32	15.64	15.96	16.28	16.60	16.92	17.24	17.56	17.88	18.20	18.52	18.84	19.16	19.48	19.80	20.12	20.44	Custodian

POSITION SPECIFICATION SUMMARY

POSITION TITLE: Mechanical and Plumbing Inspector
DIVISION: Public Services
DEPARTMENT: Planning and Zoning
REPORTS TO: P&Z Director
FLSA STATUS: Exempt
CHART: Chart C, Level M



POSITION SUMMARY

The Mechanical and Plumbing Inspector provides professional service to the public by accepting and reviewing applications, reviewing plan, calculating permit fees, issuing mechanical and/or plumbing permits, performing all necessary plumbing and mechanical inspections, and enforcement of the latest approved New Mexico Mechanical and Plumbing Code, issuing mechanical and/or plumbing finals, and maintaining permit files and correspondence. Jurisdiction consists of the unincorporated areas of Chaves County, Town of Dexter, Hagerman and Lake Arthur.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Tasks include, but are not limited to:

- Reads, understands, and approves Mechanical/Plumbing construction blueprints and specifications for code compliance for both residential and commercial buildings.
- Processes permit applications; computes permit fees and issues Mechanical/Plumbing permits.
- Inspects residential and commercial plumbing and mechanical systems to ensure compliance with applicable codes, standards, and regulations.
- Maintains permit files and correspondence.
- Issues stop work orders; instructs contractors on corrective action.
- Ensures the proper operation and timely maintenance of all assigned vehicles and equipment.
- Observes conditions and issues Notice for Corrections to persons responsible for compliance.
- Obtains evidence and prepares reports concerning violations which have not been corrected.
- Ability to perform inspections and duties assigned with limited direction or oversight.
- Performs other related duties as assigned

SUPERVISORY CONTROLS

- This position performs under the general supervision of the P&Z Director and Building Official who may provide assignments and instruction, determine objectives, priorities, and deadlines, and who assists the employee with unusual situations. The employee uses own initiative and judgment to perform work in an independent and timely manner in accordance with precedents and established policies and procedures.

QUALIFICATIONS

- **Education/Training/Experience:** High school diploma or G.E.D. and three (3) years of journeyman experience within the last ten (10) years. Technical, university, or college training in mechanical and plumbing construction may substitute up to two (2) years of the three (3) years of journeyman level experience required. The equivalency shall be calculated such that one (1) year of technical, university or college training shall equal one half (1/2) a year of journeyman level experience. Further, in conjunction with the technical, university or college training, the applicant must demonstrate at least one (1) year of related field experience in his trade at a journeyman level position.
- **Licenses/Certification:** Valid N.M. driver's license with a good driving record.
- **Desirable Qualifications:** New Mexico General Mechanical and Plumbing Inspector and Bilingual (English/Spanish).
- **Other.** Post offer Drug Analysis Test. Driver's license, employment and criminal background investigation.

OTHER REQUIREMENTS

Knowledge, Skills, and Abilities Required:

- Knowledge of the Uniform Mechanical and Plumbing Codes (IAPMO) and the New Mexico Mechanical and Plumbing Codes.
- Knowledge of occupational hazards and safety rules and regulations in building construction and inspections.
- Knowledge of County policies and procedures.
- Skill in reading and interpreting blueprints and specifications to ensure code compliance.
- Skill in writing reports, business correspondence, and procedure manuals.
- Skill in interpreting and following a variety of instructions furnished in written, oral diagram, or schedule form.
- Skill in establishing and maintaining effective working relationships with co-workers and the general public.
- Skill in working independently and as a team member.
- Ability to maintain required certifications for employment.

Requirements: Possession of certifications issued by the State of New Mexico as a Plumbing **and** Mechanical Inspector or ability to obtain within ninety (90) days from date of employment as a Mechanical and Plumbing Inspector. Possession of a national recognized Mechanical and Plumbing inspector's certification acceptable to the State of New Mexico within one (1) year from date of employment.

Safety requirements: This position shall comply with all safety guidelines of Chaves County.

Physical demands: Must be able to lift and carry up to 50 pounds. Must be able to squat, kneel, and crawl in tight spaces. Must have good eye-hand and eye-foot coordination. Must have adequate hearing for working on construction sites. Must be able to communicate well with the public and co-employees.

Work environment: Work indoors, outdoors, exposure to extreme hot and cold temperatures, exposure to dust, fumes, smoke, gases, odors, mists, or other irritating particles, exposure to slippery or uneven walking surfaces, using a computer in the office and laptop in the field, and communicate clearly and calmly with concerned and/or irate citizens.

EMPLOYEE ACKNOWLEDGEMENT

I have read my Job Description and understand my assigned responsibilities and have been given a copy of this Job Description. I certify by my signature below that I understand the demands and expectations of the position and to the best of my knowledge I am able to perform the essential functions of this Job Description.

Accepted by: _____
Print Employee Name

Employee Signature

Date: _____

“Equal Employment Opportunity Employer”

We consider applicants for all positions without regard to race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, sexual orientation, gender identity, or any other legally protected class.

POSITION SPECIFICATION SUMMARY

POSITION TITLE: Public Records (IPRA) Clerk
DIVISION: Law Enforcement
DEPARTMENT: Sheriff's Administration
REPORTS TO: Sheriff's Administrator
FLSA STATUS: Non-Exempt
Chart: Chart C, Level G



POSITION SUMMARY

This employee will maintain, catalogue, redact, edit, enhance, cut, dub, distribute and produce finished records requests in relation to body camera and in-car videos, in compliance with public records laws. Receives, tracks, and processes written, electronic, and verbal requests for public records, including court subpoenas and open records requests. Implements record management procedures and strategies to ensure compliance with applicable files and documents that are kept under the authority of the Chaves County Sheriff's Office, as per State Statute, State Retention Guidelines, County policy, and any other applicable laws and regulations. Retrieves, analyzes, processes, and exports digital evidence from Avail/Polaris Body worn camera system. Keeps current on trends and innovations in digital records management and video redaction. Represents Chaves County by responding to the public, citizens, its employees, and others in a prompt, professional, and courteous manner while continuously maintaining a positive customer service demeanor. Performs other duties of a similar nature or level.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Tasks include but are not limited to:

- Good attendance and timeliness.
- Receives, tracks, and processes written, electronic, and verbal requests for public records, including court subpoenas and open records requests.
- Retrieves, analyzes, process and exports digital evidence from Avail/Polaris Body Worn Camera System
- Identifies, develops, and implements record management procedures and strategies to ensure compliance with applicable files and documents that are kept under the authority of the Chaves County Sheriff's Office, as per State Statute, State Retention Guidelines, County policy, and any other applicable laws and regulations.

SUPERVISORY CONTROLS

- This position is under the general supervision of the Sheriff's Administrator who may provide assignments and instruction, determine objectives, priorities, and deadlines, and assist the employee with unusual situations. The employee uses own initiative and judgment to perform work in an independent and timely manner in accordance with precedents and established policies and procedures.

QUALIFICATIONS

- **Education/Training/Experience:** High School diploma or G.E.D.
- **Experience Substitution:** Up to two (2) years college/forty-eight (48) hours course work can be substituted for two (2) years' experience.
- **Desirable Qualifications:** Three (3) years' experience in clerical, A.A. degree in related subject or secretarial school, ability to type accurately at 70 wpm and transcribe at 45 wpm, knowledge of state law as pertaining to retention and maintenance of records.
- **Other.** Post offer Drug Analysis Test. Employment and criminal background investigation. No prior felony arrests. No prior D.W.I. arrest or convictions within the last thirty-six (36) months whether from an administrative sanction by a Motor Vehicle Department, a criminal conviction, or a military disciplinary action. No misdemeanor arrests within the last thirty-six (36) months.

OTHER REQUIREMENTS

Knowledge, Skills, and Abilities Required:

- Collect, deposit, and maintain monies received by the Sheriff's Office for civil documents, copies of documents, criminal background checks and other authorized fees.
- Enter data and maintain records in Records Management System
- Greet visitors and answer multi-line telephone in a pleasant manner.
- Process mail and routine correspondence.
- Develop invoices and write letters.
- Complete and process accurately necessary reports and documents
- Keep financial and statistical records as needed.
- Knowledge of civil process and legal system.
- Knowledge of State laws pertaining to the retention of records.
- Cross train and assist in other areas of the Sheriff's Office.
- Employees must know and understand County Personnel Policy and all county and departmental policies pertinent to the position and perform all other duties as assigned.

Records Management System Administrative Clerk:

- Responsible for all essential duties of the Sheriff's Clerks.
- Responsible for administrative duties related to the Sheriff's Office Records Management System Software.
- Must have a thorough understanding of administrative access, rules, and guidelines.
- Serves as liaison between the Sheriff's Office and the company providing the software and support.
- Responsible for reporting problems with the system to the Administrator.

OTHER REQUIREMENTS

Knowledge, Skills, and Abilities Required:

- Ability to read, write, understand, and carry out written and oral instructions.
- Ability to communicate orally and in writing in English and issue both oral and written instructions.
- Ability to write legible and concise reports and correspondence using proper spelling, punctuation, grammar, and math.

- Type accurately at least 50 wpm.
- Work well with ever changing priorities and/or situations.
- Highly proficient in the use of personal computers, Microsoft Word, Excel, Outlook, Internet, Computer network systems and department records management systems.
- Highly proficient in the use of digital scanners, printers, ten-key calculators by touch and multi-line phone system.
- Ability to remain calm in emergency and stressful situations.
- Interact with subordinates in a pleasant manner.
- Interact with the general public and occupants of the county building in a professional and friendly manner.
- Work independently using good judgment and decision-making skills.
- Must be detail oriented and accurate, have strong organizational and public relations skills and be able to effectively safeguard confidential information; keep accurate and complete records of all activities.
- May require some out of town travel for training and meetings.
- Employees must know and understand County Personnel policy as well as all county and departmental policies pertinent to the position.
- Must be able to maintain an acceptable attendance record, be punctual and meet established deadlines.
- Responsible for training other staff in Chaves County Sheriff's Office and County Personnel in Avail/Polaris Body Worn Camera System.

Safety requirements: This position must comply with all safety guidelines of Chaves County.

Physical demands: This position is primarily sedentary, typically requiring the employee to be able to sit comfortably to do the work. There may be some walking, standing, bending, carrying of light items. Talking, hearing and seeing are essential to the performance of the job.

Work environment: Work for this position is performed indoors. The work area is adequately lighted, heated, and ventilated and involves typical risks associated with an office environment that require normal safety precautions and safe work practices.

EMPLOYEE ACKNOWLEDGEMENT

I have read my Job Description and understand my assigned responsibilities and have been given a copy of this Job Description. I certify by my signature below that I understand the demands and expectations of the position and to the best of my knowledge I am able to perform the essential functions of this Job Description.

Accepted by: _____
Employee *Date*

“Equal Employment Opportunity Employer”

We consider applicants for all positions without regard to race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, sexual orientation, gender identity, or any other legally protected class.

CHAVES COUNTY POSITION SPECIFICATION SUMMARY

POSITION TITLE: Public Records (IPRA) Coordinator
DIVISION: Legal
DEPARTMENT: Human Resources
REPORTS TO: Human Resources Director
FLSA STATUS: Non-Exempt
CHART: Chart C, Level I



POSITION SUMMARY:

This employee will monitor and manage the County's public records requests (Inspection of Public Records Act/IPRA requests). Ensures all incoming requests are processed timely and tracks all pending responses. Updates County's custom templates and settings as needed within website. Communicates with IT staff as needed to address requester technical issues within the website, and clearly communicates solutions to staff and requesters as appropriate. Communicates with requesters in a professional, courteous, and IPRA-compliant manner. Composes responses to requests, and bears primary responsibility for overseeing the compilation, redaction, final review, and release of public records. Obtains necessary training to achieve literacy and fluency in all software applications necessary to review and redact any and all responsive County records. In coordination with the Human Resources Director, clearly communicates expectations to Elected Officials and Department Heads and their respective IPRA-response staff regarding each Department's roles and responsibilities for processing public records requests. Maintains and enforces a consistent standard of quality and compliance among County staff responsible for responding to public records requests. In coordination with the Human Resources Director, provides training to County staff as necessary on topics including IPRA compliance, redaction, and IPRA best practices. Composes, maintains, updates, and distributes the County's IPRA request protocol policies and procedures to ensure all County IPRA-response staff and their pertinent chain of command clearly understand the prescribed rules and best practices governing the County's approach to fulfilling public records requests.

MINIMUM QUALIFICATIONS REQUIRED:

EXPERIENCE AND/OR EDUCATION:

- **Education/Training/Experience:** High School Diploma or G.E.D. Some higher education in Paralegal and/or Business-related field preferred. Knowledge of NM Inspection of Public Records Act (IPRA) preferred. Two (2) years clerical experience; records clerk or paralegal experience.
- **Experience Substitution:** Up to two (2) years college can be substituted for two (2) years' experience.
- **Licenses/Certification:** Valid N.M. driver's license with a good driving record.
- **Desirable Qualifications:** Bachelor's Degree in Business Administration. Knowledge of NM state law as pertaining to retention and maintenance of records. Knowledge of AVAIL WEB.

ABILITIES/SKILLS

Must have high level interpersonal skills to handle sensitive and confidential situations. Exercises exceptional judgement and upholds impeccable sense of ethics regarding confidentiality and high sensitivity of records handled in fulfillment of IPRA requests. Instills the same in administrative support staff, and in IPRA-response staff across all County Departments. Exercises extreme discretion when particularly sensitive documents are being handled. Must be able to interact and communicate with individuals at all levels within the County. Must have excellent computer skills as well as verbal and written skills and the ability to multi-task. Must be able to prioritize projects to meet established deadlines. Must be able to work independently and with the other administrative team members.

DESCRIPTION OF DUTIES AND RESPONSIBILITIES:

Evaluates all open requests daily and coordinates with County staff to ensure that the County meets all IPRA-stipulated deadlines. Ensures County staff respond timely and thoroughly to requests for each request received. Evaluates thoroughness of County staff responses to IPRA requests on a daily basis and follows up with County staff as needed to ensure compliance with IPRA deadlines, to ensure that thorough searches are conducted, and to ensure that each Department's IPRA representatives do their due diligence before records are submitted to the IPRA Administrative Coordinator for final review and release.

Assists the Sheriff's Department with redacting requested footage using the AVAIL WEB Digital Evidence Management Software.

Advises IPRA Administrative support staff, offering guidance regarding proper interpretation and assignment of requests to County Departments and staff, proper communication with requesters and with IPRA response staff across all County Departments, etc. Engages IPRA Administrative support staff to assist with final review of redacted records prior to their release.

Communicates clearly and timely with County Attorney, County Manager, and HR Director as needed regarding any needed legal guidance, issues with County staff response to IPRA requests, etc. Responds timely to questions and directives from County Attorney, County Manager, and HR Director.

Tracks requests in excel to show trends in volume of requests received monthly and annually, length of time required to process requests, etc. to ensure Chaves County is meeting public records request demands, and to identify opportunities for improvements in efficiency, IPRA procedures, etc.

Reports to HR Director and works closely with this individual to ensure the County's IPRA compliance and consistent application of the IPRA statute, to ensure proper function and management of the IPRA portal on the County website, and to ensure that County IPRA-response staff across all Departments fulfill the County's obligations before records are submitted for final review and release. Employee may be required to attend job-related meetings (both in and out of state) and perform other duties including assisting HR and others as assigned.

Safety requirements: This position must comply with all safety guidelines of Chaves County.

Physical demands: This position requires a variety of physical activities, generally involving muscular strain, such as walking, standing, stooping, sitting, reaching, etc. Talking, hearing, and

seeing are essential to the performance of the job. Common eye, hand, finger, dexterity exist. Mental application utilizes memory for details and verbal instructions. Strength of arms, hands, legs, and back required in the performance of essential functions.

Work environment: Work for this position is performed indoors. The indoor work is adequately lighted, heated, and ventilated and involves typical risks associated with an office environment that require normal safety precautions and safe work practices.

EMPLOYEE ACKNOWLEDGEMENT

I have read my job description and understand my assigned responsibilities and have been given a copy of this job description. I certify by my signature below that I understand the demands and expectations of the position and to the best of my knowledge I am able to perform the essential functions of this job.

Accepted by: _____

Print Employee Name

Date: _____

Employee Signature

“Equal Employment Opportunity Employer”

We consider applicants for all positions without regard to race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, sexual orientation, gender identity, or any other legally protected class.

AGENDA ITEM: 16

Resolution R-24-024 Supporting
the Carlsbad Irrigation District
Congressional Petition to Amend
the Land Transfer Act

MEETING DATE: June 13, 2024

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Bill Williams, County Manager

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY:

This resolution is to support the Carlsbad Irrigation District’s petition to Congress to amend the Carlsbad Irrigation Project Acquired Land Transfer Act of June 21, 2000. The amendment to the Act would place the \$35 million replacement cost for the flood control radial gates, on the Sumner Dam, back on the Bureau of Reclamation rather than the farmers in the Carlsbad Irrigation District within the Pecos Valley

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution R-24-024

SUMMARY BY: William B. Williams

TITLE: County Manager

RESOLUTION R-24-024

A RESOLUTION SUPPORTING AMENDMENTS TO THE CARLSBAD IRRIGATION PROJECT ACQUIRED LAND TRANSFER ACT OF JUNE 21, 2000

WHEREAS, the Carlsbad Irrigation District, and its predecessor the Pecos Water Users' Association, was created with a mission to develop the agricultural lands in and around Carlsbad; and

WHEREAS, the US Bureau of Reclamation involvement in the Pecos River basin began in 1905 with the authorization of the Carlsbad Project; and

WHEREAS, the Bureau of Reclamation (BOR) delivers and stores water for the benefit of the Carlsbad Irrigation District (CID); and

WHEREAS, the CID is authorized to store irrigation water at Sumner Dam, Brantley Dam, Avalon Dam and Santa Rosa Dam; and

WHEREAS, the radial gates that were constructed on the Sumner Dam are well beyond their fifty-year life expectancy and are in need of replacement, the cost is estimated at \$35 million; and

WHEREAS, the Sumner Dam was built in 1936, and prior to 1939, was authorized only for irrigation purposes; and

WHEREAS, in 1939 Congress added the requirement to provide flood control for DeBaca, Chaves, and Northern Eddy Counties, which includes the communities of Roswell, Dexter, Hagerman, Lake Arthur, and Artesia; and

WHEREAS, the federal government is responsible for providing for the public safety in the area of flood control; and

WHEREAS, it was never directly within the scope of the CID to provide for flood control in the Pecos Valley, and flood control is certainly not the responsibility of the farmers in southern Eddy County; and

WHEREAS, New Mexico Senator, Ben Ray Lujan has agreed to propose amendments to the 118th Congress of the United States assigning the responsibility for the radial gate replacement at Sumner Dam to the BOR; and

WHEREAS, among the proposed amendments it is stated that: The Secretary (BOR) shall retain title to the Sumner Dam and shall be responsible for all operation, maintenance, replacement, and removal costs related to the radial gates, including any such costs that have accrued since June 20, 2000; and

WHEREAS, the proposed amendments also state: the Federal share of the operation, maintenance and replacement costs, ancillary radial gate components, and features necessary for the radial gate replacement at Sumner Dam, including any such costs accrued since June 20, 2000, shall be 100 percent.

NOW, THEREFORE, be it resolved that the Chaves County Board of Commissioners supports and formally recommends that the proposed amendments to the Carlsbad Irrigation Project Acquired Land Act of June 21, 2000, be adopted by the 118th Congress.

BE IT FURTHER RESOLVED, that the Chaves County Board of Commissioners, agrees that maintenance of the radial flood control gates, on the Sumner Dam, is the responsibility of the Bureau of Reclamation, and the cost for their replacement should be borne by that agency.

Done this 13th day of June, 2024, at Roswell, Chaves County, New Mexico

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

T. Calder Ezzell Jr, Vice-Chairman

ATTEST:

Dara Dana, Member

Cindy Fuller
County Clerk

Richard Taylor, Member

Michael Perry, Member

AGENDA ITEM: 17

Appointment of Member to JOY Center Board of Directors

MEETING DATE: June 13, 2024

STAFF SUMMARY REPORT

ACTION REQUESTED BY: William B Williams, County Manager

ACTION REQUESTED: Appoint Member

ITEM SUMMARY:

Three members of the JOY Center Board of Directors are appointed by Chaves County. Presently those members are Ms. Rita Kane Doerhoefer, Mr. Robert McCrea and Ms. Phyllis Fix. Mr. McCrea, who is the Community Representative on the Board, is terming out in August 2024. Monica Duran, Executive Director of Chaves County Joy Centers, Inc., has requested that Mr. McCrea be reappointed to the position by the Chaves County Board of Commissioners.

Staff recommends that the Commission reappoint Mr. Robert McCrea to the position.

SUPPORT DOCUMENTS: Letter from Chaves County JOY Centers Executive Director, Monica Duran, requesting that Mr. McCrea be reappointed to the Joy Center Board.

SUMMARY BY: William B Williams

TITLE: County Manager



CHAVES COUNTY J.O.Y. CENTERS, INC.

1822 N. MONTANA • ROSWELL, NM 88201
PHONE (575) 623-5008 • FAX (575) 623-0907

May 9, 2024

Mr. Bill Williams, County Manager
and Chaves County Commissioners
Chaves County Courthouse
P.O. Box 1817
Roswell, NM 88202

Dear Sirs,

As you know, three members of the Board of Directors of Chaves County J.O.Y Centers, incorporated, are representative of Chaves County.

Currently we have:

Phyllis Fix - Representative for the Chaves County Commission (Term Expires – Discretion of the Commission)

Robert McCrea – Representative for the Community (Term Expires–August 2024)

Rita Kane Doerhoefer – Representative for the Senior Citizens of Chaves County (Term Expires – August 2025)

I would like to ask if you would re-appoint Robert McCrea, representing the Community of Chaves to the J.O.Y Center Board of Directors for another two-year term. He is a valuable member of our Board of Directors. He has graciously agreed to serve another term.

Thank you for taking time out of your busy schedule and your consideration on this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "Monica M. Duran".

Monica M. Duran
Executive Director

Item # 18

Approval to purchase a prefabricated
restroom facility for the Chaves County
Cultural Plaza Project from CXT, Inc

Meeting Date: 06/13/2024

STAFF SUMMARY

REQUESTED BY: Analicia Nieto, CPO
Purchasing Director

ACTION REQUIRED: Approval to purchase from CXT, Inc

SUMMARY: Chaves County is currently still in the design phase of the Chaves County Cultural Plaza Project to be located at 219 E 4th St. Due to funding requirement deadlines, a percentage of the funding needs to be encumbered by June 30th. Staff determined that a direct purchase of the prefabricated restroom facility to be used for the Chaves County Cultural Plaza from CXT, Inc will satisfy the funding encumbrance requirement. The purchase can be made utilizing a cooperative contract from Sourcewell, contract #081721-CXT. The purchase price quote is \$213,438.00. Staff recommends approval.

SUPPORT DOCUMENTS: CXT, Inc Quote



CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):

Remitting by check:

CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA

Account: 1077766885 ABA/Routing: 043000096

Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for

special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

**Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

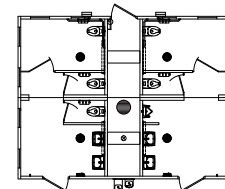
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

TAOS – 20' X 26'

taos with chase has two multiuser fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, 30-gallon water heater, interior and exterior lights, off loaded, and set up at site.



CXT
800.696.5766
cxtinc.com

		Price Per Unit	
Base Price		\$	\$
Added Cost Options		Click to Select	
Final Connection to Utilities (per section)		\$	
Optional Wall Texture (per section) - <i>choose one</i>	Split Face Block (\$5,500) Stone (\$7,000)		
Optional Roof Texture (per section)	Ribbed Metal	\$	
Insulation and Heaters (per section)		\$	
Stainless Steel Water Closet (each)	Qty:	\$	
Stainless Steel Lavatory (each)	Qty:	\$	
Stainless Steel Urinal (each)	Qty:	\$	
Electric Hand Dryer (each)	Qty:	\$	
Electronic Flush Valve (each)	Qty:	\$	
Electronic Lavatory Faucet (each)	Qty:	\$	
Electronic Urinal Flush Valve (each)	Qty:	\$	
Paper Towel Dispenser (each)	Qty:	\$	
Toilet Seat Cover Dispenser (each)	Qty:	\$	
Sanitary Napkin Disposal Receptacle (each)	Qty:	\$	
Baby Changing Table (each)	Qty:	\$	
Skylight in Restroom (each)	Qty:	\$	
Marine Grade Skylight in Restroom (each)	Qty:	\$	
Marine Package (<i>excluding fiberglass doors and frames</i>) (per section)		\$	
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty:	\$	
2K Anti-Graffiti Coating (per section)		\$	
Optional Door Closure (each)	Qty:	\$	
Fiberglass Entry and Chase Doors and Frames (each)		Qty:	\$
Timed Electric Lock System (2 doors- does not include chase door) (each)		Qty:	\$
Exterior Frostproof Hose Bib with Box (each)		Qty:	\$
Total for Added Cost Options:		\$	
Custom Options:		\$	
Engineering and State Fees:		\$	
Estimated One-Way Transportation Costs to Site (quote):		\$	
Estimated Tax:		\$	
Total Cost per Unit Placed at Job Site:		\$	

Estimated monthly payment on 5 year lease



This price quote is good for 60 days from date below, and is accurate and complete.

I accept this quote. Please process this order.

Company Name

CXT Sales Representative

Date

Company Representative

Date

OPTIONS

Exterior Color(s) (For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)

<input type="checkbox"/> Amber Rose	<input type="checkbox"/> Berry Mauve	<input type="checkbox"/> Buckskin	<input type="checkbox"/> Cappuccino Cream
<input type="checkbox"/> Charcoal Grey	<input type="checkbox"/> Coca Milk	<input type="checkbox"/> Evergreen	<input type="checkbox"/> Georgia Brick
<input type="checkbox"/> Golden Beige	<input type="checkbox"/> Granite Rock	<input type="checkbox"/> Hunter Green	<input type="checkbox"/> Java Brown
<input type="checkbox"/> Liberty Tan	<input type="checkbox"/> Malibu Taupe	<input type="checkbox"/> Mocha Caramel	<input type="checkbox"/> Natural Honey
<input type="checkbox"/> Nuss Brown	<input type="checkbox"/> Oatmeal Buff	<input type="checkbox"/> Pueblo Gold	<input type="checkbox"/> Raven Black
<input type="checkbox"/> Rich Earth	<input type="checkbox"/> Rosewood	<input type="checkbox"/> Sage Green	<input type="checkbox"/> Salsa Red
<input type="checkbox"/> Sand Beige	<input type="checkbox"/> Sun Bronze	<input type="checkbox"/> Toasted Almond	<input type="checkbox"/> Western Wheat

Special roof color # _____ Special wall color # _____

Special trim color # _____

Stone Color (Mark option with an X.) *If option is not available, verify stone option is selected on previous page.

Basalt* Mountain Blend* Natural Grey* Romana*

Roof Texture *If option is not available, verify roof texture option is selected on previous page.

Ribbed Metal*

Wall Texture(s) (For single texture mark an X. For top and bottom textures use T = Top and B = Bottom.)
*If option is not available, verify wall texture option is selected on previous page.

Split Face Block* Horizontal Lap* Board & Batt* Stucco**

Brick** Distressed Wood**

Stone Wall Texture (bottom texture only) *If option is not available, verify stone option is selected on previous page.

Napa Valley** River Rock** Flagstone** Stacked Rock**

***Textures not included in CXT's quote are additional cost.*

Door Opener

Non-locking ADA Handle

Privacy ADA Latch

Pull Handle/Push Plate

Deadbolt

Accessible Signage

Men

Women

Unisex

Toilet Paper Holder

2-Roll Stainless Steel

3-Roll Stainless Steel

Notes:

cxtinc.com
800.696.5766



CHAVES COUNTY FINANCE
ACCOUNTS PAYABLE
P.O. Box 1597
Roswell, NM 88202-1597
Phone 575-624-6677 or 575-624-6620



COMMISSIONERS
Dara Dana · District 1
T Calder Ezzell Jr. · District 2
Jeff Bilberry · District 3
Richard C. Taylor · District 4
Michael Perry · District 5

Finance Director
Anabel Barraza

County Manager
Bill Williams

Final Payment Register

Date: 5/3/2024
Packet# 02975

Date: 5/24/24
Packet# 02997

Date: _____
Packet# _____

Date: 5/10/2024
Packet# 02980

Date: 5/31/2024
Packet# 03004

Date: _____
Packet# _____

Date: 5/17/2024
Packet# 02986

Date: 5/31/2024
Packet# 03007

Date: _____
Packet# _____

Date: 5/24/2024
Packet# 02993

Date: 5/31/2024
Packet# 03009

Date: _____
Packet# _____

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

ATTEST:

T. Calder Ezzell Jr, Vice-Chairman

Cindy Fuller
County Clerk

Dara Dana, Member

Richard C. Taylor, Member

Michael Perry, Member

Approval of Checks

Approval of Checks

Commission Meeting 13-Jun-24

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Anabel Barraza, Finance Director
(575-624-6658)

ACTION REQUESTED:
Approval of Checks

ITEM SUMMARY:

A/P:	3-May-24	\$583,247.67
	10-May-24	\$424,394.91
	17-May-24	\$282,701.49
	24-May-24	\$363,689.35
	24-May-24	\$29,731.86
	31-May-24	\$196,817.23
	31-May-24	\$176,711.06
	31-May-24	\$454,446.68
PAYROLL:	28-Apr-24 REGULAR	\$324,217.76
	28-Apr-24 FINAL	\$6,319.30
	12-May-24 REGULAR	\$357,504.81
	12-May-24 FINAL	\$1,149.69
	26-May-24 REGULAR	\$378,579.97
	26-May-24 FINAL	\$985.99

Grand Total Checks to be Approved: \$3,580,497.77

SUPPORT DOCUMENTS:

Copies of Bills Lists

SUMMARY BY: Stephanie Carrillo

TITLE: A/P Officer



Expense Approval Register

Packet: APPKT02975 - CHECK RUN 5/3/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
Vendor: ANTHONY GARCIA						
ANTHONY GARCIA	CC026037	05/01/2024	PAVEMENT PRESERV WORKS	402-6-653-226-000	- 218.96	
					Vendor ANTHONY GARCIA Total:	218.96
Vendor: ASPEN OF NEW MEXICO						
ASPEN OF NEW MEXICO	F24-10ASPEN	05/01/2024	GRANT ALT ED/ FY 23-24	432-7-762-267-000	- 555.56	
ASPEN OF NEW MEXICO	FY24-10ASPEN	05/01/2024	DISTRIBUTION ALT ED/ FY 23	432-7-761-267-000	- 416.66	
					Vendor ASPEN OF NEW MEXICO Total:	972.22
Vendor: BELL GAS INC.						
BELL GAS INC.	39022	05/01/2024	ACCT# 11020	452-8-832-223-000	- 3,261.11	
					Vendor BELL GAS INC. Total:	3,261.11
Vendor: BELL GAS INC						
BELL GAS INC	319484	05/01/2024	CUST# 460785/ ICE FOR FLO	452-8-832-230-000	- 50.50	
					Vendor BELL GAS INC Total:	50.50
Vendor: BERRENDO CO-OP WATER USERS						
BERRENDO CO-OP WATER U	CC026039	05/01/2024	ACCT# J1720000	402-6-651-341-000	- 52.55	
					Vendor BERRENDO CO-OP WATER USERS Total:	52.55
Vendor: BOYS & GIRLS CLUBS OF CHAVES AND LINCOLN COUNTIES						
BOYS & GIRLS CLUBS OF CHA	2024-0502	05/02/2024	FUNDING YOUTH CLUB RFP2	631-8-889-230-000	- 8,333.33	
					Vendor BOYS & GIRLS CLUBS OF CHAVES AND LINCOLN COUNTIES Total:	8,333.33
Vendor: CARRIE HARDY						
CARRIE HARDY	INV0011737	05/02/2024	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00	
					Vendor CARRIE HARDY Total:	250.00
Vendor: CITY OF ROSWELL						
CITY OF ROSWELL	CC026022	05/01/2024	ACCT# 1181	635-6-682-247-000	- 11,791.41	
					Vendor CITY OF ROSWELL Total:	11,791.41
Vendor: CODE 3 SERVICE						
CODE 3 SERVICE	240255	05/01/2024	INSTALL MICROWAVE DISHES	401-6-616-249-000	4,282.55	
CODE 3 SERVICE	240255	05/01/2024	INSTALL MICROWAVE DISHES	401-6-616-361-000	11,000.00	
					Vendor CODE 3 SERVICE Total:	15,282.55
Vendor: CONSTRUCTORS INC						
CONSTRUCTORS INC	141062	05/01/2024	ACCT # 11390	402-6-653-291-000	- 9,676.72	
					Vendor CONSTRUCTORS INC Total:	9,676.72
Vendor: COOPERATIVE EDUCATIONAL SVCS.						
COOPERATIVE EDUCATIONAL	24-146871	05/01/2024	OMAHA ROAD MICRO-SURF	402-6-653-291-000	- 52,246.96	
					Vendor COOPERATIVE EDUCATIONAL SVCS. Total:	52,246.96
Vendor: DEXTER CONSOLIDATED SCHOOLS						
DEXTER CONSOLIDATED SCH	FY24-10DEX-TNT	05/01/2024	DWI DISTRIBUTION/ FY 23-2	432-7-761-267-000	- 1,000.00	
					Vendor DEXTER CONSOLIDATED SCHOOLS Total:	1,000.00
Vendor: DIANE F. TAYLOR						
DIANE F. TAYLOR	FY24-10DT	05/01/2024	DWI DISTRIBUTION/ FY 23-2	432-7-761-267-000	- 4,524.33	
					Vendor DIANE F. TAYLOR Total:	4,524.33
Vendor: EASTERN NM MEDICAL CENTER						
EASTERN NM MEDICAL CENT	CC026032	05/01/2024	ACCT# V025738196	427-6-639-270-000	- 613.17	
EASTERN NM MEDICAL CENT	CC026033	05/01/2024	ACCT# V025710286	427-6-639-270-000	- 375.80	
EASTERN NM MEDICAL CENT	CC026034	05/01/2024	ACCT# V025677873	427-6-639-270-000	- 568.81	
EASTERN NM MEDICAL CENT	CC026035	05/01/2024	ACCT# V025729633	427-6-639-270-000	- 776.51	
EASTERN NM MEDICAL CENT	CC026036	05/01/2024	ACCT# V025681180	427-6-639-270-000	- 362.58	
					Vendor EASTERN NM MEDICAL CENTER Total:	2,696.87

Expense Approval Register

Packet: APPKT02975 - CHECK RUN 5/3/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ELIOR INC					
ELIOR INC	INV2000204464	05/01/2024	CUST# C1921000/ INMATE	650-6-684-264-000	42,359.48
					Vendor ELIOR INC Total: 42,359.48
Vendor: FORREST TIRE OF ROSWELL, NM INC.					
FORREST TIRE OF ROSWELL,	1074717	05/01/2024	UNIT 946 ALINGMENT/SHERI	401-7-752-221-000	101.40
					Vendor FORREST TIRE OF ROSWELL, NM INC. Total: 101.40
Vendor: FRANK G. MAGOURILOS					
FRANK G. MAGOURILOS	FY22-7FM	05/01/2024	PREVENTION EVALUATOR/FY	432-7-762-267-000	1,333.33
					Vendor FRANK G. MAGOURILOS Total: 1,333.33
Vendor: GILCO SOLUTIONS LLC					
GILCO SOLUTIONS LLC	1493	05/01/2024	PEST CONTROL SERVICES	452-8-832-267-000	107.90
					Vendor GILCO SOLUTIONS LLC Total: 107.90
Vendor: GIOVANNY RAMIREZ					
GIOVANNY RAMIREZ	CC024470-1	05/01/2024	RE-ISSUE 4/21/2023/LINDE	650-6-684-228-000	10.00
					Vendor GIOVANNY RAMIREZ Total: 10.00
Vendor: HENNIGHAUSEN & OLSON,LLP					
HENNIGHAUSEN & OLSON,LL	39311	05/01/2024	LEGAL SERVICES	452-8-832-260-000	59.34
HENNIGHAUSEN & OLSON,LL	39429	05/01/2024	LEGAL SERVICES FOR FLOOD	452-8-832-260-000	1,127.51
					Vendor HENNIGHAUSEN & OLSON,LLP Total: 1,186.85
Vendor: HIGH PLAINS RADIOLOGIC ASSOC LLP					
HIGH PLAINS RADIOLOGIC A	CC026026	05/01/2024	ACCT# IHPR566216	427-6-639-270-000	63.51
HIGH PLAINS RADIOLOGIC A	CC026029	05/01/2024	ACCT# IHPR566216	427-6-639-270-000	42.37
					Vendor HIGH PLAINS RADIOLOGIC ASSOC LLP Total: 105.88
Vendor: INK IMPRESSIONS INC					
INK IMPRESSIONS INC	59761	05/01/2024	ABSENTEE APPLICATIONS/ C	631-8-872-231-000	300.00
					Vendor INK IMPRESSIONS INC Total: 300.00
Vendor: ISRAEL HUERTA					
ISRAEL HUERTA	CC026038	05/01/2024	PAVEMENT WORKSHOP/ 4/2	402-6-653-226-000	218.96
					Vendor ISRAEL HUERTA Total: 218.96
Vendor: JOHNSON SEPTIC TANK CO.					
JOHNSON SEPTIC TANK CO.	10312	05/01/2024	GREASE TRAP CLEANING/ F-	401-6-696-257-000	747.41
					Vendor JOHNSON SEPTIC TANK CO. Total: 747.41
Vendor: KS STATE BANK					
KS STATE BANK	50	05/01/2024	ACCT# 3380675	635-6-682-375-000	13,634.11
					Vendor KS STATE BANK Total: 13,634.11
Vendor: LOVELACE HEALTH SYSTEMS, LLC					
LOVELACE HEALTH SYSTEMS,	CC026027	05/01/2024	ACCT# H1001076100300	427-6-639-270-000	75.74
LOVELACE HEALTH SYSTEMS,	CC026028	05/01/2024	ACCT# H1001075853800	427-6-639-270-000	49.01
					Vendor LOVELACE HEALTH SYSTEMS, LLC Total: 124.75
Vendor: MIRADOR ENTERPRISES, INC.					
MIRADOR ENTERPRISES, INC.	CC026023	05/01/2024	COURT COMPLIANCE REMO	635-6-682-381-200	67,728.44
					Vendor MIRADOR ENTERPRISES, INC. Total: 67,728.44
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	INV0011743	05/02/2024	NM RETIREE HEALTH CARE P	401-2-200-020-000	7,648.51
NM RETIREE HEALTH CARE A	INV0011743	05/02/2024	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,839.31
NM RETIREE HEALTH CARE A	INV0011743	05/02/2024	NM RETIREE HEALTH CARE P	427-2-200-020-000	122.52
NM RETIREE HEALTH CARE A	INV0011743	05/02/2024	NM RETIREE HEALTH CARE P	432-2-200-020-000	189.57
NM RETIREE HEALTH CARE A	INV0011743	05/02/2024	NM RETIREE HEALTH CARE P	435-2-200-020-000	138.02
NM RETIREE HEALTH CARE A	INV0011743	05/02/2024	NM RETIREE HEALTH CARE P	437-2-200-020-000	33.93
NM RETIREE HEALTH CARE A	INV0011743	05/02/2024	NM RETIREE HEALTH CARE P	452-2-200-020-000	646.52
NM RETIREE HEALTH CARE A	INV0011743	05/02/2024	NM RETIREE HEALTH CARE P	628-2-200-020-000	321.77
NM RETIREE HEALTH CARE A	INV0011744	05/02/2024	NM Retiree HealthCare Law	401-2-200-020-000	3,206.38
					Vendor NM RETIREE HEALTH CARE AUTHORITY Total: 14,146.53

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Packet: APPKT02975 - CHECK RUN 5/3/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: PATRICIA JOHNSON					
PATRICIA JOHNSON	FY24-10SC	05/01/2024	DWI TREATMENT/ FY 23-24	432-7-762-267-000	4,166.66
Vendor PATRICIA JOHNSON Total:					4,166.66
Vendor: REGIONAL IMAGING ENM, LLC					
REGIONAL IMAGING ENM, LL	CC026024	05/01/2024	ACCT# 16018356	427-6-639-270-000	179.12
REGIONAL IMAGING ENM, LL	CC026025	05/01/2024	ACCT# 16002313	427-6-639-270-000	10.36
Vendor REGIONAL IMAGING ENM, LLC Total:					189.48
Vendor: RICHARD L GUTIERREZ					
RICHARD L GUTIERREZ	CC026030	05/01/2024	2023 NMFMA WORKSHOP	401-6-624-226-000	157.50
Vendor RICHARD L GUTIERREZ Total:					157.50
Vendor: ROADRUNNER HEALTH SERVICES, LLC					
ROADRUNNER HEALTH SERVI	1372	05/01/2024	MEDICAL INMATE CARE/ FY2	427-6-639-268-000	186,105.35
Vendor ROADRUNNER HEALTH SERVICES, LLC Total:					186,105.35
Vendor: ROSWELL CHAVES COUNTY EDC					
ROSWELL CHAVES COUNTY E	CC24-0012	05/01/2024	ANNUAL ALLOCATION FY 23-	605-6-672-428-000	12,500.00
Vendor ROSWELL CHAVES COUNTY EDC Total:					12,500.00
Vendor: ROSWELL CLINIC CORP					
ROSWELL CLINIC CORP	CC026023	05/01/2024	ACCT# 1761261V1610	427-6-639-270-000	80.45
Vendor ROSWELL CLINIC CORP Total:					80.45
Vendor: SMITH ENGINEERING					
SMITH ENGINEERING	57734	05/01/2024	E PINE LOGE PROJECT 3/23/2	631-8-886-247-000	1,115.84
Vendor SMITH ENGINEERING Total:					1,115.84
Vendor: STANTON L RIGGS ATTORNEY AT LAW, LLC					
STANTON L RIGGS ATTORNEY	2024-008	05/01/2024	LEGAL SERVICES	401-6-611-260-000	8,520.54
Vendor STANTON L RIGGS ATTORNEY AT LAW, LLC Total:					8,520.54
Vendor: STARR JANITORIAL INC.					
STARR JANITORIAL INC.	94619	05/01/2024	SUPPLIES	650-6-684-230-000	619.92
Vendor STARR JANITORIAL INC. Total:					619.92
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0011735	05/02/2024	000454540-MENDOZA	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0011738	05/02/2024	000480470- SANCHEZ	401-2-200-018-000	160.46
STATE OF NEW MEXICO	INV0011739	05/02/2024	000207794- HUERTA	402-2-200-018-000	189.69
STATE OF NEW MEXICO	INV0011740	05/02/2024	000131961- M PEREZ	401-2-200-018-000	145.38
Vendor STATE OF NEW MEXICO Total:					628.45
Vendor: TEXAS CHILD SUPPORT SDU					
TEXAS CHILD SUPPORT SDU	INV0011736	05/02/2024	0013625446-COBOS	401-2-200-018-000	327.23
Vendor TEXAS CHILD SUPPORT SDU Total:					327.23
Vendor: TEXAS-NEW MEXICO NEWSPAPERS, LLC					
TEXAS-NEW MEXICO NEWSP	0006290301	05/01/2024	LEGAL AD/ COUNTY RD 184	401-6-625-252-000	95.68
Vendor TEXAS-NEW MEXICO NEWSPAPERS, LLC Total:					95.68
Vendor: THE WRAPS STUDIO, LLC					
THE WRAPS STUDIO, LLC	2711-A	05/01/2024	WRAP UNITS 1003 & 1015	401-7-752-230-000	2,728.63
Vendor THE WRAPS STUDIO, LLC Total:					2,728.63
Vendor: THOMASON LAW FIRM					
THOMASON LAW FIRM	INV0011745	05/02/2024	Olivia Padilla M-7-CV-2023-0	401-2-200-011-000	418.90
Vendor THOMASON LAW FIRM Total:					418.90
Vendor: TOWN OF DEXTER					
TOWN OF DEXTER	CC026031	05/01/2024	ACCT# 1085	401-6-693-341-000	99.23
Vendor TOWN OF DEXTER Total:					99.23
Vendor: TYLER TECHNOLOGIES					
TYLER TECHNOLOGIES	025-462816	05/01/2024	SAAS FEES 5/1/24-4/30-25	401-6-619-249-000	83,357.06
Vendor TYLER TECHNOLOGIES Total:					83,357.06
Vendor: USDA, ANMIAL PLANT HEALTH INSPECTION					
USDA, ANMIAL PLANT HEALT	3004953363	05/01/2024	ANNUAL ALLOCATION FY 23-	401-6-671-480-000	26,723.06
Vendor USDA, ANMIAL PLANT HEALTH INSPECTION Total:					26,723.06

Expense Approval Register

Packet: APPKT02975 - CHECK RUN 5/3/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	36425026	05/01/2024	ACCT# 017-1663046-000	401-7-731-230-000	157.72
VISUAL EDGE IT, INC	36425026	05/01/2024	ACCT# 017-1663046-000	401-7-731-375-000	- 231.38
VISUAL EDGE IT, INC	36470185	05/01/2024	ACCT# 007-1965751-000	402-6-651-251-000	246.60
Vendor VISUAL EDGE IT, INC Total:					635.70
Vendor: WASTE CONNECTIONS OF N.M.					
WASTE CONNECTIONS OF N.	3917533V830	05/01/2024	ACCT# 5830-688853	452-8-832-267-000	197.38
Vendor WASTE CONNECTIONS OF N.M. Total:					197.38
Vendor: WATSON TRUCK & SUPPLY INC					
WATSON TRUCK & SUPPLY IN	391712DO	05/01/2024	PARTS/ ACCT# 336302	452-8-832-221-000	146.39
Vendor WATSON TRUCK & SUPPLY INC Total:					146.39
Vendor: ZECO, LLC.					
ZECO, LLC.	INV0375873	05/01/2024	55 GALLON DRUM OF CHEMI	401-6-692-230-000	1,971.67
Vendor ZECO, LLC. Total:					1,971.67
Grand Total:					583,247.67

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	152,463.61
402 - ROAD FUND	64,689.75
427 - INDIGENT HOSPITAL CLAIMS	189,425.30
432 - DWI GRANT FUNDS	12,186.11
435 - CORRECTION GRANTS	138.02
437 - ENVIRONMENTAL TAX	33.93
452 - FLOOD CONTROL	5,596.65
605 - ECONOMIC DEVELOPMENT PROJ	12,500.00
628 - PROPERTY VALUATION	321.77
631 - OTHER GRANTS & CONTRACTS	9,749.17
635 - EMERGENCY/CAPITAL OUTLAY	93,153.96
650 - DETENTION INMATE EXPENSES	42,989.40
Grand Total:	583,247.67

Account Summary

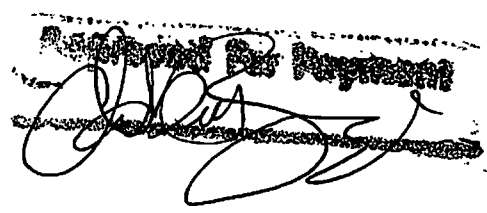
Account Number	Account Name	Expense Amount
401-2-200-011-000	MISCELLANEOUS PAYABL	418.90
401-2-200-018-000	CHILD ENFORCEMENT P	1,015.99
401-2-200-020-000	RETIREE H/C PAYABLE	10,854.89
401-6-611-260-000	PROFESSIONAL SERVICE	8,520.54
401-6-616-249-000	EQUIP MAINT/AGREEME	4,282.55
401-6-616-361-000	WIPP GRANT EXPENSES	11,000.00
401-6-619-249-000	EQUIP MAINT/AGREEME	83,357.06
401-6-624-226-000	MILEAGE REIMBURSEME	157.50
401-6-625-252-000	PRINTING/PUBLISHING	95.68
401-6-671-480-000	USDA - ANIMAL CONTR	26,723.06
401-6-692-230-000	SUPPLIES	1,971.67
401-6-693-341-000	UTILITIES	99.23
401-6-696-257-000	FACILITY MAINT/REPAIR	747.41
401-7-731-230-000	SUPPLIES/TOOLS	157.72
401-7-731-375-000	LEASE PURCHASE	231.38
401-7-752-221-000	VEH/HVY EQUIP. REPAIR	101.40
401-7-752-230-000	SUPPLIES/TOOLS	2,728.63
402-2-200-018-000	CHILD ENFORCEMENT P	189.69
402-2-200-020-000	RETIREE H/C PAYABLE	1,839.31
402-6-651-251-000	RENTALS	246.60
402-6-651-341-000	UTILITIES	52.55
402-6-653-226-000	MILEAGE REIMBURSEME	437.92
402-6-653-291-000	ROAD PROJECTS-OTHER	61,923.68
427-2-200-020-000	RETIREE H/C PAYABLE	122.52
427-6-639-268-000	CARE OF PRISONER SER	186,105.35
427-6-639-270-000	PAYMENT OF HOSPITAL	3,197.43
432-2-200-020-000	RETIREE H/C PAYABLE	189.57
432-7-761-267-000	CONTRACTUAL SERVICES	5,940.99
432-7-762-267-000	CONTRACTUAL SERVICES	6,055.55
435-2-200-020-000	RETIREE H/C PAYABLE	138.02
437-2-200-020-000	RETIREE H/C PAYABLE	33.93
452-2-200-020-000	RETIREE H/C PAYABLE	646.52
452-8-832-221-000	VEH/HVY EQUIP. REPAIR	146.39
452-8-832-223-000	VEHICLE FUELS	3,261.11
452-8-832-230-000	SUPPLIES/TOOLS	50.50
452-8-832-260-000	PROFESSIONAL SERVICE	1,186.85
452-8-832-267-000	CONTRACTUAL SERVICES	305.28
605-6-672-428-000	ECONOMIC GRANTS TO	12,500.00
628-2-200-020-000	RETIREE H/C PAYABLE	321.77
631-8-872-231-000	SOS GRANT	300.00
631-8-886-247-000	CONSTRUCTION	1,115.84
631-8-889-230-000	SUPPLIES	8,333.33
635-6-682-247-000	CONSTRUCTION PROJEC	11,791.41

Account Summary

Account Number	Account Name	Expense Amount
635-6-682-375-000	LEASE PURCHASES	13,634.11
635-6-682-381-200	CONSTRUCTION PROJEC	67,728.44
650-6-684-228-000	TRANSPORT PRISONERS	10.00
650-6-684-230-000	SUPPLIES/TOOLS	619.92
650-6-684-264-000	FEEDING OF PRISONERS	42,359.48
	Grand Total:	583,247.67

Project Account Summary

Project Account Key	Expense Amount
None	583,247.67
Grand Total:	583,247.67

A handwritten signature in black ink is written over a rectangular stamp. The stamp contains the text "APPROVED BY" in a bold, sans-serif font. The signature is a cursive-style name that is partially obscured by the stamp.



Expense Approval Register

Packet: APPKT02980 - CHECK RUN 5/10/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
Vendor: AMERICAN AED, LLC						
AMERICAN AED, LLC	INV307087	05/01/2024	EQUIPMENT	413-8-818-233-000	9,829.65	
					Vendor AMERICAN AED, LLC Total:	9,829.65
Vendor: ANDREW REY						
ANDREW REY	CC026056	05/07/2024	NMAC CONFERENCE/ 1/16-1	401-6-622-226-000	170.10	
					Vendor ANDREW REY Total:	170.10
Vendor: ARTESIA FIRE EQUIPMENT INC.						
ARTESIA FIRE EQUIPMENT IN	83558	05/08/2024	BADGES & BELT CLIP BADGE	410-8-816-230-000	6,520.00	
					Vendor ARTESIA FIRE EQUIPMENT INC. Total:	6,520.00
Vendor: ASA ARCHITECTS						
ASA ARCHITECTS	23114R-4	05/08/2024	REMODELING COURT COMP	635-6-682-381-200	917.11	
					Vendor ASA ARCHITECTS Total:	917.11
Vendor: CATERPILLAR FINANCIAL SERVICES						
CATERPILLAR FINANCIAL SER	35347770	05/02/2024	CUST# 2476550	452-8-832-375-000	9,419.95	
					Vendor CATERPILLAR FINANCIAL SERVICES Total:	9,419.95
Vendor: CENTRAL VALLEY ELECTRIC COOP						
CENTRAL VALLEY ELECTRIC C	CC026078	05/01/2024	ACCT# 23898800	410-8-816-341-000	18.24	
CENTRAL VALLEY ELECTRIC C	CC026078	05/01/2024	ACCT# 10114001	410-8-816-341-000	225.90	
CENTRAL VALLEY ELECTRIC C	CC026079	05/01/2024	ACCT# 10147201	401-6-691-243-000	32.50	
CENTRAL VALLEY ELECTRIC C	CC026079	05/01/2024	ACCT# 12209501	401-6-691-243-000	564.60	
CENTRAL VALLEY ELECTRIC C	CC026079	05/01/2024	ACCT# 12001802	401-6-691-243-000	41.98	
CENTRAL VALLEY ELECTRIC C	CC026079	05/01/2024	ACCT# 23133100	410-8-816-341-000	103.92	
CENTRAL VALLEY ELECTRIC C	CC026079	05/01/2024	ACCT# 6695501	414-8-819-341-000	125.69	
CENTRAL VALLEY ELECTRIC C	CC026079	05/01/2024	ACCT# 12412501	437-6-659-341-000	47.43	
CENTRAL VALLEY ELECTRIC C	CC026079	05/01/2024	ACCT# 22987100	437-6-659-341-000	48.79	
CENTRAL VALLEY ELECTRIC C	CC026079	05/01/2024	ACCT # 24208300	437-6-659-341-000	69.90	
CENTRAL VALLEY ELECTRIC C	CC026079	05/01/2024	ACCT# 24186400	437-6-659-341-000	48.40	
CENTRAL VALLEY ELECTRIC C	CC026080	05/01/2024	ACCT# 12026501	411-8-814-341-000	102.60	
CENTRAL VALLEY ELECTRIC C	CC026080	05/01/2024	ACCT# 12413101	411-8-814-341-000	9.98	
CENTRAL VALLEY ELECTRIC C	CC026080	05/01/2024	ACCT# 12413301	411-8-814-341-000	9.12	
CENTRAL VALLEY ELECTRIC C	CC026080	05/01/2024	ACCT# 12413201	411-8-814-341-000	52.10	
					Vendor CENTRAL VALLEY ELECTRIC COOP Total:	1,501.15
Vendor: CHAVES COUNTY CASA						
CHAVES COUNTY CASA	FY24-10AEP	05/07/2024	JJAC/ FY 23-24	631-8-885-267-000	4,800.00	
CHAVES COUNTY CASA	FY24-10GS	05/08/2024	JJAC/ FY-23-24	631-8-885-267-000	1,650.00	
CHAVES COUNTY CASA	FY24-10YA	05/08/2024	JJAC/ FY 23-24	631-8-885-267-000	5,000.00	
					Vendor CHAVES COUNTY CASA Total:	11,450.00
Vendor: CITY OF ROSWELL						
CITY OF ROSWELL	CC026072	05/01/2024	ACCT# 52228	452-8-832-341-000	58.18	
					Vendor CITY OF ROSWELL Total:	58.18
Vendor: CODE 3 SERVICE						
CODE 3 SERVICE	240301	05/02/2024	UNIT 100/ COMMUNICATIO	411-8-814-221-000	19,538.30	
					Vendor CODE 3 SERVICE Total:	19,538.30
Vendor: CUMBERLAND CO-OPERATIVE WATER						
CUMBERLAND CO-OPERATIV	CC026053	05/01/2024	ACCT# B1085	408-8-812-341-000	21.43	
CUMBERLAND CO-OPERATIV	CC026054	05/01/2024	ACCT# G215	401-6-691-341-000	39.32	
CUMBERLAND CO-OPERATIV	CC026055	05/01/2024	ACCT# G105	410-8-816-341-000	21.43	
					Vendor CUMBERLAND CO-OPERATIVE WATER Total:	82.18
Vendor: DONA ANA COUNTY						
DONA ANA COUNTY	S0095846	05/07/2024	JUVIE INMATE HOUSING	401-6-645-268-000	14,000.00	
					Vendor DONA ANA COUNTY Total:	14,000.00

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Packet: APPKT02980 - CHECK RUN 5/10/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: EASTERN NM MEDICAL CENTER					
EASTERN NM MEDICAL CENT	CC026062	05/03/2024	ACCT# VAW84017	427-6-639-270-000	2,221.24
EASTERN NM MEDICAL CENT	CC026075	05/01/2024	ACCT# V025732587	427-6-639-270-000	521.87
EASTERN NM MEDICAL CENT	CC026076	05/01/2024	ACCT# V025672577	427-6-639-270-000	174.75
EASTERN NM MEDICAL CENT	CC026077	05/01/2024	ACCT# V025735564	427-6-639-270-000	269.77
Vendor EASTERN NM MEDICAL CENTER Total:					3,187.63
Vendor: ELIOR INC					
ELIOR INC	C22460490I	05/01/2024	CATERING LUNCH CYFD/ 3/2	631-8-883-260-000	505.00
Vendor ELIOR INC Total:					505.00
Vendor: EMS BUREAU/DEPT. OF HEALTH					
EMS BUREAU/DEPT. OF HEAL	EMS3147	05/01/2024	EMS LICENSE RENEWAL	412-8-828-253-000	90.00
Vendor EMS BUREAU/DEPT. OF HEALTH Total:					90.00
Vendor: GSD-ADMIN SERVICES DIVISION					
GSD-ADMIN SERVICES DIVISI	CC026057	05/05/2024	ADJ # 2778	401-2-200-005-000	-6.54
GSD-ADMIN SERVICES DIVISI	CC026057	05/05/2024	LIFE & LOD PREMIUMS	401-2-200-005-000	1,662.65
GSD-ADMIN SERVICES DIVISI	CC026057	05/05/2024	LIFE & LOD PREMIUMS	402-2-200-005-000	416.56
GSD-ADMIN SERVICES DIVISI	CC026057	05/05/2024	LIFE & LOD PREMIUMS	427-2-200-005-000	47.32
GSD-ADMIN SERVICES DIVISI	CC026057	05/05/2024	LIFE & LOD PREMIUMS	432-2-200-005-000	17.48
GSD-ADMIN SERVICES DIVISI	CC026057	05/05/2024	LIFE & LOD PREMIUMS	435-2-200-005-000	19.44
GSD-ADMIN SERVICES DIVISI	CC026057	05/05/2024	LIFE & LOD PREMIUMS	437-2-200-005-000	9.72
GSD-ADMIN SERVICES DIVISI	CC026057	05/05/2024	LIFE & LOD PREMIUMS	452-2-200-005-000	227.63
GSD-ADMIN SERVICES DIVISI	CC026057	05/05/2024	LIFE & LOD PREMIUMS	628-2-200-005-000	29.16
GSD-ADMIN SERVICES DIVISI	CC026058	05/05/2024	ADJ # 2679	401-2-200-007-000	591.02
GSD-ADMIN SERVICES DIVISI	CC026058	05/05/2024	MED PRESBYT & BCBS	401-2-200-007-000	137,370.91
GSD-ADMIN SERVICES DIVISI	CC026058	05/05/2024	MED PRESBYT & BCBS	402-2-200-007-000	36,463.88
GSD-ADMIN SERVICES DIVISI	CC026058	05/05/2024	MED PRESBYT & BCBS	427-2-200-007-000	2,317.07
GSD-ADMIN SERVICES DIVISI	CC026058	05/05/2024	MED PRESBYT & BCBS	432-2-200-007-000	3,849.94
GSD-ADMIN SERVICES DIVISI	CC026058	05/05/2024	MED PRESBYT & BCBS	435-2-200-007-000	3,658.41
GSD-ADMIN SERVICES DIVISI	CC026058	05/05/2024	MED PRESBYT & BCBS	437-2-200-007-000	2,122.18
GSD-ADMIN SERVICES DIVISI	CC026058	05/05/2024	MED PRESBYT & BCBS	452-2-200-007-000	11,123.27
GSD-ADMIN SERVICES DIVISI	CC026058	05/05/2024	MED PRESBYT & BCBS	628-2-200-007-000	204.78
GSD-ADMIN SERVICES DIVISI	CC026058	05/05/2024	MED PRESBYT & BCBS	628-2-200-007-000	5,655.02
GSD-ADMIN SERVICES DIVISI	CC026059	05/05/2024	ADJ# 2679	401-2-200-005-000	12.36
GSD-ADMIN SERVICES DIVISI	CC026059	05/05/2024	DISABILITY & ADMIN	401-2-200-005-000	1,186.62
GSD-ADMIN SERVICES DIVISI	CC026059	05/05/2024	DISABILITY & ADMIN	402-2-200-005-000	291.78
GSD-ADMIN SERVICES DIVISI	CC026059	05/05/2024	DISABILITY & ADMIN	427-2-200-005-000	24.72
GSD-ADMIN SERVICES DIVISI	CC026059	05/05/2024	DISABILITY & ADMIN	432-2-200-005-000	37.08
GSD-ADMIN SERVICES DIVISI	CC026059	05/05/2024	DISABILITY & ADMIN	435-2-200-005-000	16.86
GSD-ADMIN SERVICES DIVISI	CC026059	05/05/2024	DISABILITY & ADMIN	437-2-200-005-000	24.72
GSD-ADMIN SERVICES DIVISI	CC026059	05/05/2024	DISABILITY & ADMIN	452-2-200-005-000	111.24
GSD-ADMIN SERVICES DIVISI	CC026059	05/05/2024	DISABILITY & ADMIN	628-2-200-005-000	50.94
GSD-ADMIN SERVICES DIVISI	CC026060	05/05/2024	ADJ # 2679	401-2-200-021-000	6.60
GSD-ADMIN SERVICES DIVISI	CC026060	05/05/2024	VISION PREMIUMS	401-2-200-021-000	1,451.17
GSD-ADMIN SERVICES DIVISI	CC026060	05/05/2024	VISION PREMIUMS	402-2-200-021-000	325.01
GSD-ADMIN SERVICES DIVISI	CC026060	05/05/2024	VISION PREMIUMS	427-2-200-021-000	24.93
GSD-ADMIN SERVICES DIVISI	CC026060	05/05/2024	VISION PREMIUMS	432-2-200-021-000	47.27
GSD-ADMIN SERVICES DIVISI	CC026060	05/05/2024	VISION PREMIUMS	435-2-200-021-000	21.07
GSD-ADMIN SERVICES DIVISI	CC026060	05/05/2024	VISION PREMIUMS	437-2-200-021-000	19.04
GSD-ADMIN SERVICES DIVISI	CC026060	05/05/2024	VISION PREMIUMS	452-2-200-021-000	117.19
GSD-ADMIN SERVICES DIVISI	CC026060	05/05/2024	VISION PREMIUMS	628-2-200-021-000	58.44
GSD-ADMIN SERVICES DIVISI	CC026061	05/05/2024	DELTA DENTAL PREMIUMS	401-2-200-201-000	2,132.79
GSD-ADMIN SERVICES DIVISI	CC026061	05/05/2024	DELTA DENTAL PREMIUMS	402-2-200-201-000	71.07
GSD-ADMIN SERVICES DIVISI	CC026061	05/05/2024	DELTA DENTAL PREMIUMS	427-2-200-201-000	106.62
GSD-ADMIN SERVICES DIVISI	CC026061	05/05/2024	DELTA DENTAL PREMIUMS	432-2-200-201-000	106.62
GSD-ADMIN SERVICES DIVISI	CC026061	05/05/2024	DELTA DENTAL PREMIUMS	437-2-200-201-000	71.07
GSD-ADMIN SERVICES DIVISI	CC026061	05/05/2024	DELTA DENTAL PREMIUMS	452-2-200-201-000	71.07
GSD-ADMIN SERVICES DIVISI	CC026061	05/05/2024	DELTA DENTAL PREMIUMS	628-2-200-201-000	142.14
Vendor GSD-ADMIN SERVICES DIVISION Total:					212,308.32

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: HAGERMAN MUNICIPAL SCHOOLS					
HAGERMAN MUNICIPAL SCH	FY24-10HAG-TNT	05/07/2024	DWI DISTRIBUTION/ FY 23-2	432-7-761-267-000	1,000.00
Vendor HAGERMAN MUNICIPAL SCHOOLS Total:					1,000.00
Vendor: INDIGENT HEALTHCARE SOLUTIONS					
INDIGENT HEALTHCARE SOL	77787	05/01/2024	IHC SOFTWARE/ FY 23-24	427-6-638-260-000	1,363.38
Vendor INDIGENT HEALTHCARE SOLUTIONS Total:					1,363.38
Vendor: JOHNSON CONTROLS FIRE PROTECTION LP					
JOHNSON CONTROLS FIRE P	24115676	05/02/2024	FIRE SUPPRESSION INSPECTI	401-6-696-267-000	796.54
JOHNSON CONTROLS FIRE P	24115716	05/02/2024	FIRE SUPPRESSION INSPECTI	401-6-691-267-000	566.65
JOHNSON CONTROLS FIRE P	24115721	05/02/2024	FIRE SUPPRESSION INSPECTI	401-6-692-267-000	400.63
JOHNSON CONTROLS FIRE P	51812431	05/01/2024	PARTS FOR SPRINKLERS/	401-6-696-230-000	1,055.71
Vendor JOHNSON CONTROLS FIRE PROTECTION LP Total:					2,819.53
Vendor: L.N. CURTIS & SONS					
L.N. CURTIS & SONS	INV750093	05/01/2024	BOOTS FOR FIRE SERVICES	411-8-814-238-000	1,237.00
L.N. CURTIS & SONS	INV759586	05/01/2024	2 HELMETS/ FIRE SERVICES	411-8-814-238-000	748.00
Vendor L.N. CURTIS & SONS Total:					1,985.00
Vendor: LA CASA DE BUENA SALUD INC					
LA CASA DE BUENA SALUD I	FY24-7LABH	05/06/2024	GRANT TREATMENT PROVID	432-7-762-267-000	3,333.33
Vendor LA CASA DE BUENA SALUD INC Total:					3,333.33
Vendor: LAKE ARTHUR MUNICIPAL SCHOOLS					
LAKE ARTHUR MUNICIPAL SC	FY24-10LA-TNT	05/06/2024	DWI DISTRIBUTION/ FY 23-2	432-7-761-267-000	1,000.00
Vendor LAKE ARTHUR MUNICIPAL SCHOOLS Total:					1,000.00
Vendor: LEWIS TRUCK & 4X4					
LEWIS TRUCK & 4X4	CC026073	05/01/2024	UNIT 354 REPLACED #7,8 INJ	412-8-815-221-000	727.26
Vendor LEWIS TRUCK & 4X4 Total:					727.26
Vendor: LOVELACE HEALTH SYSTEMS, LLC					
LOVELACE HEALTH SYSTEMS,	CC026063	05/02/2024	ACCT# H1001070149400	427-6-639-270-000	249.23
Vendor LOVELACE HEALTH SYSTEMS, LLC Total:					249.23
Vendor: MORROW REARDON WILKINSON MILLER, LTD					
MORROW REARDON WILKIN	24-04050	05/08/2024	CULTURAL PLAZA DESIGN	631-8-883-247-000	73,430.39
Vendor MORROW REARDON WILKINSON MILLER, LTD Total:					73,430.39
Vendor: NES ARIZONA INC					
NES ARIZONA INC	CC026064	05/06/2024	ACCT# 1287843V25099	427-6-639-270-000	204.93
NES ARIZONA INC	CC026065	05/06/2024	ACCT# 1287844V25099	427-6-639-270-000	281.26
NES ARIZONA INC	CC026066	05/06/2024	ACCT# 128745V25099	427-6-639-270-000	134.76
Vendor NES ARIZONA INC Total:					620.95
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC026039	05/01/2024	ACCT# 076281612-0786941-	401-6-693-341-000	46.09
NEW MEXICO GAS COMPAN	CC026040	05/01/2024	ACCT# 115435453-1390459-	452-8-832-341-000	42.07
NEW MEXICO GAS COMPAN	CC026041	05/01/2024	ACCT# 076424512-0788370-	401-6-619-340-000	1,207.48
NEW MEXICO GAS COMPAN	CC026042	05/01/2024	ACCT# 076846512-01202378	411-8-814-341-000	102.18
NEW MEXICO GAS COMPAN	CC026043	05/01/2024	ACCT# 075706312-1236482-	414-8-819-341-000	53.78
Vendor NEW MEXICO GAS COMPANY INC Total:					1,451.60
Vendor: NM CIA					
NM CIA	LE001563	05/07/2024	CLAIM# 004029	401-7-752-319-000	23,999.78
Vendor NM CIA Total:					23,999.78
Vendor: PAR 3 CONSTRUCTION LLC					
PAR 3 CONSTRUCTION LLC	GB394654	05/02/2024	SIDEWALK REPAIR	401-6-699-257-000	3,800.00
Vendor PAR 3 CONSTRUCTION LLC Total:					3,800.00
Vendor: PECOS VALLEY OF NEW MEXICO LLC					
PECOS VALLEY OF NEW MEXI	CC026067	05/06/2024	ACCT# 1663980V1739	427-6-639-270-000	130.36
Vendor PECOS VALLEY OF NEW MEXICO LLC Total:					130.36
Vendor: REGIONAL IMAGING ENM, LLC					
REGIONAL IMAGING ENM, LL	CC026068	05/06/2024	ACCT# 16018356	427-6-639-270-000	47.84

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
REGIONAL IMAGING ENM, LL	CC026069	05/06/2024	ACCT# 16002313	427-6-639-270-000	47.84
Vendor REGIONAL IMAGING ENM, LLC Total:					95.68
Vendor: RICHARD L GUTIERREZ					
RICHARD L GUTIERREZ	CC026052	05/02/2024	TRAVEL REIMB/ LAS VEGAS	401-6-624-226-000	241.20
Vendor RICHARD L GUTIERREZ Total:					241.20
Vendor: ROSWELL CLINIC CORP					
ROSWELL CLINIC CORP	CC026070	05/03/2024	ACCT# 1762416V1610	427-6-639-270-000	148.18
ROSWELL CLINIC CORP	CC026071	05/03/2024	ACCT# 1762478V1610	427-6-639-270-000	104.57
Vendor ROSWELL CLINIC CORP Total:					252.75
Vendor: ROSWELL DAILY RECORD					
ROSWELL DAILY RECORD	00297626	05/01/2024	LEGAL AG # 00297626	432-7-761-252-000	38.85
Vendor ROSWELL DAILY RECORD Total:					38.85
Vendor: ROSWELL W.F.L.					
ROSWELL W.F.L.	FY24-10WT	05/07/2024	MIDDLE SCHOOL PROG/FY 2	631-8-885-267-000	4,950.00
Vendor ROSWELL W.F.L. Total:					4,950.00
Vendor: SAN JUAN COUNTY					
SAN JUAN COUNTY	001-10	05/02/2024	JUVIE INMATE HOUSING	401-6-645-268-000	8,250.00
Vendor SAN JUAN COUNTY Total:					8,250.00
Vendor: SECURITY TRANSPORT SERVICES INC					
SECURITY TRANSPORT SERVI	4695	05/01/2024	TRANSPORT SEDGWICK-CCD	650-6-684-228-000	1,965.37
Vendor SECURITY TRANSPORT SERVICES INC Total:					1,965.37
Vendor: THE ROSWELL REFUGE					
THE ROSWELL REFUGE	FY24-10RR	05/06/2024	DWI DISTRIBUTION/ FY 23-2	432-7-761-267-000	2,000.00
Vendor THE ROSWELL REFUGE Total:					2,000.00
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	36433914	05/01/2024	ACCT# 016-1539865-000	650-6-684-251-000	337.58
VISUAL EDGE IT, INC	36470184	05/01/2024	ACCT# 003-1965747-000	401-6-624-251-000	507.08
VISUAL EDGE IT, INC	36504088	05/06/2024	ACCT# 36504088	408-8-812-251-000	268.02
Vendor VISUAL EDGE IT, INC Total:					1,112.68
Grand Total:					424,394.91

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	200,127.24
402 - ROAD FUND	37,568.30
408 - EAST GRAND PLAINS VOLFIRE	289.45
410 - MIDWAY VOLUNTEER FIRE FND	6,889.49
411 - BERRENDO VOLUNTEER FIRE	21,799.28
412 - SIERRA VOLUNTEER FIRE FND	817.26
413 - RIO FELIX VOLUNTEER FIRE	9,829.65
414 - CC FIRE DIST #8 VOL FIRE	179.47
427 - INDIGENT HOSPITAL CLAIMS	8,420.64
432 - DWI GRANT FUNDS	11,430.57
435 - CORRECTION GRANTS	3,715.78
437 - ENVIRONMENTAL TAX	2,461.25
452 - FLOOD CONTROL	21,170.60
628 - PROPERTY VALUATION	6,140.48
631 - OTHER GRANTS & CONTRACTS	90,335.39
635 - EMERGENCY/CAPITAL OUTLAY	917.11
650 - DETENTION INMATE EXPENSES	2,302.95
Grand Total:	424,394.91

Account Summary

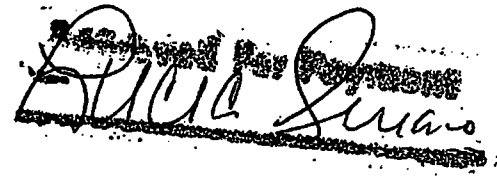
Account Number	Account Name	Expense Amount
401-2-200-005-000	GROUP INSURANCE PAY	2,855.09
401-2-200-007-000	MEDICAL INSURANCE PA	137,961.93
401-2-200-021-000	VISION CARE PAYABLE	1,457.77
401-2-200-201-000	Delta Dental	2,132.79
401-6-619-340-000	TELEPHONE	1,207.48
401-6-622-226-000	MILEAGE REIMBURSEME	170.10
401-6-624-226-000	MILEAGE REIMBURSEME	241.20
401-6-624-251-000	RENTALS	507.08
401-6-645-268-000	CARE OF PRISONER SER	22,250.00
401-6-691-243-000	HIGHWAY LIGHTS	639.08
401-6-691-267-000	CONTRACTUAL SERVICES	566.65
401-6-691-341-000	UTILITIES	39.32
401-6-692-267-000	CONTRACTUAL SERVICES	400.63
401-6-693-341-000	UTILITIES	46.09
401-6-696-230-000	SUPPLIES/TOOLS	1,055.71
401-6-696-267-000	CONTRACTUAL SERVICES	796.54
401-6-699-257-000	FACILITY MAINTENANCE	3,800.00
401-7-752-319-000	OTHER INSURANCE	23,999.78
402-2-200-005-000	GROUP INSURANCE PAY	708.34
402-2-200-007-000	MEDICAL INSURANCE PA	36,463.88
402-2-200-021-000	VISION CARE PAYABLE	325.01
402-2-200-201-000	DELTA DENTAL	71.07
408-8-812-251-000	RENTALS	268.02
408-8-812-341-000	UTILITIES	21.43
410-8-816-230-000	SUPPLIES/TOOLS	6,520.00
410-8-816-341-000	UTILITIES	369.49
411-8-814-221-000	VEH/HVY EQUIP. REPAIR	19,538.30
411-8-814-238-000	UNIFORMS	1,985.00
411-8-814-341-000	UTILITIES	275.98
412-8-815-221-000	VEH/HVY EQUIP. REPAIR	727.26
412-8-828-253-000	DUES & OTHER FEES (E	90.00
413-8-818-233-000	AIR PACKS & BUNKER GE	9,829.65
414-8-819-341-000	UTILITIES	179.47
427-2-200-005-000	GROUP INSURANCE PAY	72.04
427-2-200-007-000	MEDICAL INSURANCE PA	2,317.07
427-2-200-021-000	VISION CARE PAYABLE	24.93
427-2-200-201-000	VOUCHERS PAYABLE	106.62
427-6-638-260-000	PROFESSIONAL SERVICE	1,363.38

Account Summary

Account Number	Account Name	Expense Amount
427-6-639-270-000	PAYMENT OF HOSPITAL	4,536.60
432-2-200-005-000	GROUP INSURANCE PAY	54.56
432-2-200-007-000	MEDICAL INS. PAYABLE	3,849.94
432-2-200-021-000	VISION CARE PAYABLE	47.27
432-2-200-201-000	VOUCHERS PAYABLE	106.62
432-7-761-252-000	PRINTING/PUBLISHING	38.85
432-7-761-267-000	CONTRACTUAL SERVICES	4,000.00
432-7-762-267-000	CONTRACTUAL SERVICES	3,333.33
435-2-200-005-000	GROUP INSURANCE PAY	36.30
435-2-200-007-000	MEDICAL INSURANCE PA	3,658.41
435-2-200-021-000	VISION CARE PAYABLE	21.07
437-2-200-005-000	GROUP INSURANCE PAY	34.44
437-2-200-007-000	MEDICAL INSURANCE PA	2,122.18
437-2-200-021-000	VISION CARE PAYABLE	19.04
437-2-200-201-000	DELTA DENTAL	71.07
437-6-659-341-000	UTILITIES	214.52
452-2-200-005-000	GROUP INSURANCE PAY	338.87
452-2-200-007-000	MEDICAL INSURANCE PA	11,123.27
452-2-200-021-000	VISION CARE PAYABLE	117.19
452-2-200-201-000	VOUCHERS PAYABLE	71.07
452-8-832-341-000	UTILITIES	100.25
452-8-832-375-000	LEASE PURCHASE	9,419.95
628-2-200-005-000	GROUP INSURANCE PAY	80.10
628-2-200-007-000	MEDICAL INSURANCE PA	5,859.80
628-2-200-021-000	VISION CARE PAYABLE	58.44
628-2-200-201-000	VOUCHERS PAYABLE	142.14
631-8-883-247-000	CONSTRUCTION PROJEC	73,430.39
631-8-883-260-000	PROFESSIONAL SERVICE	505.00
631-8-885-267-000	OTHER CONTRACT SERVI	16,400.00
635-6-682-381-200	CONSTRUCTION PROJEC	917.11
650-6-684-228-000	TRANSPORT PRISONERS	1,965.37
650-6-684-251-000	RENTALS	337.58
	Grand Total:	424,394.91

Project Account Summary

Project Account Key	Expense Amount
None	424,394.91
Grand Total:	424,394.91



Alicia Suarez



Expense Approval Register

Packet: APPKT02986 - CHECK RUN 5/17/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ALTON'S POWER BLOCK GYM INC					
ALTON'S POWER BLOCK GYM	INV0011767	05/16/2024	ALTON'S POWER BLOCK GYM	401-2-200-024-000	32.32
ALTON'S POWER BLOCK GYM	INV0011767	05/16/2024	ALTON'S POWER BLOCK GYM	402-2-200-024-000	26.95
Vendor ALTON'S POWER BLOCK GYM INC Total:					59.27
Vendor: ASPEN OF NEW MEXICO					
ASPEN OF NEW MEXICO	3ASPEN	05/13/2024	CCDC	650-6-684-260-000	1,250.00
Vendor ASPEN OF NEW MEXICO Total:					1,250.00
Vendor: B DIAMOND INFRA LLC					
B DIAMOND INFRA LLC	006772	05/01/2024	RENTAL/ CCSO	401-7-751-251-000	619.03
Vendor B DIAMOND INFRA LLC Total:					619.03
Vendor: BELL GAS INC					
BELL GAS INC	319079	05/13/2024	CUST # 460785	452-8-832-230-000	56.90
Vendor BELL GAS INC Total:					56.90
Vendor: BIG BROTHERS BIG SISTERS OF CENTRAL NM					
BIG BROTHERS BIG SISTERS	CC026087	05/10/2024	ONE TO ONE MENTORING SE	631-8-889-260-000	11,111.11
Vendor BIG BROTHERS BIG SISTERS OF CENTRAL NM Total:					11,111.11
Vendor: BOB TURNER'S FORD COUNTRY					
BOB TURNER'S FORD COUNT	03457	05/08/2024	3 2024 FORD F-250S REG CA	402-6-681-372-000	138,849.00
Vendor BOB TURNER'S FORD COUNTRY Total:					138,849.00
Vendor: CARRIE HARDY					
CARRIE HARDY	INV0011770	05/16/2024	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
Vendor CARRIE HARDY Total:					250.00
Vendor: CINTAS CORPORATION #2					
CINTAS CORPORATION #2	8406809384	05/03/2024	CUST# 10187763	402-6-653-230-000	367.55
Vendor CINTAS CORPORATION #2 Total:					367.55
Vendor: CIRCLE F ENTERPRISES,LLC					
CIRCLE F ENTERPRISES,LLC	5072024	05/07/2024	GATE/FENCE IMPROVEMENT	401-6-696-256-000	5,960.16
CIRCLE F ENTERPRISES,LLC	5142024	05/14/2024	REPLACE 2 GATES	401-6-694-256-000	6,155.68
Vendor CIRCLE F ENTERPRISES,LLC Total:					12,115.84
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC026088	05/01/2024	ACCT# 52230	402-6-653-291-000	102.25
CITY OF ROSWELL	CC026089	05/01/2024	ACCT# 52234	402-6-653-291-000	362.09
Vendor CITY OF ROSWELL Total:					464.34
Vendor: COLONIAL LIFE & ACCIDENT CO					
COLONIAL LIFE & ACCIDENT	INV0011756	05/10/2024	COLONIAL LIFE PAYABLE	401-2-200-016-000	25.07
COLONIAL LIFE & ACCIDENT	INV0011771	05/16/2024	COLONIAL LIFE PAYABLE	401-2-200-016-000	1,549.48
COLONIAL LIFE & ACCIDENT	INV0011771	05/16/2024	COLONIAL LIFE PAYABLE	402-2-200-016-000	395.91
COLONIAL LIFE & ACCIDENT	INV0011771	05/16/2024	COLONIAL LIFE PAYABLE	427-2-200-016-000	86.76
COLONIAL LIFE & ACCIDENT	INV0011771	05/16/2024	COLONIAL LIFE PAYABLE	432-2-200-016-000	61.40
COLONIAL LIFE & ACCIDENT	INV0011771	05/16/2024	COLONIAL LIFE PAYABLE	435-2-200-016-000	25.21
COLONIAL LIFE & ACCIDENT	INV0011771	05/16/2024	COLONIAL LIFE PAYABLE	452-2-200-016-000	306.62
Vendor COLONIAL LIFE & ACCIDENT CO Total:					2,450.45
Vendor: EASTERN NM MEDICAL CENTER					
EASTERN NM MEDICAL CENT	CC026081	05/13/2024	ACCT# VAW85909	427-6-639-270-000	14,234.18
EASTERN NM MEDICAL CENT	CC026082	05/13/2024	ACCT# VAW87044	427-6-639-270-000	734.82
EASTERN NM MEDICAL CENT	CC026096	05/14/2024	ACCT# V025745597	427-6-639-270-000	108.60
EASTERN NM MEDICAL CENT	CC026097	05/14/2024	ACCT# V025806647	427-6-639-270-000	86.46
EASTERN NM MEDICAL CENT	CC026098	05/14/2024	ACCT# V025804907	427-6-639-270-000	242.51
EASTERN NM MEDICAL CENT	CC026099	05/14/2024	ACCT# V025800913	427-6-639-270-000	346.63
EASTERN NM MEDICAL CENT	CC026100	05/14/2024	ACCT# V025790569	427-6-639-270-000	1,019.89
EASTERN NM MEDICAL CENT	CC026101	05/14/2024	ACCT# V025811589	427-6-639-270-000	376.71

Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EASTERN NM MEDICAL CENT	CC026102	05/14/2024	ACCT# VA25801671	427-6-639-270-000	326.78
EASTERN NM MEDICAL CENT	CC026103	05/14/2024	ACCT# V025776261	427-6-639-270-000	604.22
Vendor EASTERN NM MEDICAL CENTER Total:					18,080.80
Vendor: FORREST TIRE OF ROSWELL, NM INC.					
FORREST TIRE OF ROSWELL,	1074797	05/01/2024	TIRES FOR UNIT 934	401-7-752-221-000	683.56
Vendor FORREST TIRE OF ROSWELL, NM INC. Total:					683.56
Vendor: HENNIGHAUSEN & OLSON,LLP					
HENNIGHAUSEN & OLSON,LL	39429-1	05/01/2024	LEGAL SERVICES/ PERMIT	452-8-832-260-000	1,127.51
Vendor HENNIGHAUSEN & OLSON,LLP Total:					1,127.51
Vendor: HICKS AUTOMOTIVE, LLC					
HICKS AUTOMOTIVE, LLC	8130	05/15/2024	SERVICED UNIT 236	452-8-832-221-000	1,115.22
Vendor HICKS AUTOMOTIVE, LLC Total:					1,115.22
Vendor: KYLEA AMERICE WILLIAMS					
KYLEA AMERICE WILLIAMS	CC026086	05/15/2024	YOUTH MEMBER ATTENDEE	631-8-885-260-000	25.00
Vendor KYLEA AMERICE WILLIAMS Total:					25.00
Vendor: LEA COUNTY					
LEA COUNTY	J04-2024	05/01/2024	JUVIE INMATE HOUSING	401-6-645-268-000	34,250.00
Vendor LEA COUNTY Total:					34,250.00
Vendor: LEGACY FUNERAL SERVICES OF NM					
LEGACY FUNERAL SERVICES	0298-205742	05/09/2024	PERMIT # 5071	427-6-639-296-000	1,000.00
Vendor LEGACY FUNERAL SERVICES OF NM Total:					1,000.00
Vendor: LISSA PILLEY					
LISSA PILLEY	CC026083	05/03/2024	FUEL REIMBURSEMENT	401-7-752-223-000	51.85
Vendor LISSA PILLEY Total:					51.85
Vendor: NES ARIZONA INC					
NES ARIZONA INC	CC026084	05/09/2024	ACCT# 1290768V25099	427-6-639-270-000	744.33
Vendor NES ARIZONA INC Total:					744.33
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC026092	05/06/2024	ACCT# 076846512-0792590-	411-8-814-341-000	40.30
NEW MEXICO GAS COMPAN	CC026093	05/07/2024	ACCT# 077058012-0794705-	410-8-816-341-000	58.99
NEW MEXICO GAS COMPAN	CC026094	05/07/2024	ACCT# 077227312-0796398-	408-8-812-341-000	86.23
NEW MEXICO GAS COMPAN	CC026094	05/07/2024	ACCT# 077227312-1237385-	408-8-812-341-000	37.79
NEW MEXICO GAS COMPAN	CC026095	05/06/2024	ACCT# 077937001-0803495-	411-8-814-341-000	35.43
Vendor NEW MEXICO GAS COMPANY INC Total:					258.74
Vendor: NEW YORK LIFE INSURANCE					
NEW YORK LIFE INSURANCE	INV0011775	05/16/2024	NEW YORK LIFE	401-2-200-015-000	879.17
NEW YORK LIFE INSURANCE	INV0011775	05/16/2024	NEW YORK LIFE	402-2-200-015-000	534.23
NEW YORK LIFE INSURANCE	INV0011775	05/16/2024	NEW YORK LIFE	427-2-200-015-000	171.02
NEW YORK LIFE INSURANCE	INV0011775	05/16/2024	NEW YORK LIFE	432-2-200-015-000	27.17
NEW YORK LIFE INSURANCE	INV0011775	05/16/2024	NEW YORK LIFE	452-2-200-015-000	79.64
Vendor NEW YORK LIFE INSURANCE Total:					1,691.23
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	INV0011759	05/10/2024	NM RETIREE HEALTH CARE P	401-2-200-020-000	55.62
NM RETIREE HEALTH CARE A	INV0011777	05/16/2024	NM RETIREE HEALTH CARE P	401-2-200-020-000	7,608.53
NM RETIREE HEALTH CARE A	INV0011777	05/16/2024	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,887.46
NM RETIREE HEALTH CARE A	INV0011777	05/16/2024	NM RETIREE HEALTH CARE P	427-2-200-020-000	122.52
NM RETIREE HEALTH CARE A	INV0011777	05/16/2024	NM RETIREE HEALTH CARE P	432-2-200-020-000	189.57
NM RETIREE HEALTH CARE A	INV0011777	05/16/2024	NM RETIREE HEALTH CARE P	435-2-200-020-000	138.02
NM RETIREE HEALTH CARE A	INV0011777	05/16/2024	NM RETIREE HEALTH CARE P	437-2-200-020-000	41.93
NM RETIREE HEALTH CARE A	INV0011777	05/16/2024	NM RETIREE HEALTH CARE P	452-2-200-020-000	646.52
NM RETIREE HEALTH CARE A	INV0011777	05/16/2024	NM RETIREE HEALTH CARE P	628-2-200-020-000	305.73
NM RETIREE HEALTH CARE A	INV0011778	05/16/2024	NM Retiree HealthCare Law	401-2-200-020-000	3,187.70
Vendor NM RETIREE HEALTH CARE AUTHORITY Total:					14,183.60
Vendor: PECOS VALLEY MACHINE COMPANY INC.					
PECOS VALLEY MACHINE CO	7260	05/08/2024	CUT/THREAD ROD /FLOOD	452-8-832-230-000	248.16
Vendor PECOS VALLEY MACHINE COMPANY INC. Total:					248.16

Expense Approval Register

Packet: APPKT02986 - CHECK RUN 5/17/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: PORTABLE COMPUTER SYSTEMS, INC					
PORTABLE COMPUTER SYSTE	INV752693	05/01/2024	15 TRAC SYST COMPONETS	430-7-753-231-000	5,620.80
PORTABLE COMPUTER SYSTE	INV752694	05/01/2024	CABLES/ADAPTERS/ MOUNT	401-7-752-230-000	1,457.10
PORTABLE COMPUTER SYSTE	INV752694	05/01/2024	CABLES/ADAPTERS/ MOUNT	430-7-753-231-000	596.70
PORTABLE COMPUTER SYSTE	INV752701	05/01/2024	15 TRAC SYST COMPONENTS	430-7-753-231-000	6,926.22
Vendor PORTABLE COMPUTER SYSTEMS, INC Total:					14,600.82
Vendor: PRE-PAID LEGAL SERVICES INC					
PRE-PAID LEGAL SERVICES IN	INV0011765	05/16/2024	LEGAL SHIELD PAYABLE	401-2-200-022-000	161.45
PRE-PAID LEGAL SERVICES IN	INV0011765	05/16/2024	LEGAL SHIELD PAYABLE	402-2-200-022-000	114.65
PRE-PAID LEGAL SERVICES IN	INV0011765	05/16/2024	LEGAL SHIELD PAYABLE	427-2-200-022-000	33.90
PRE-PAID LEGAL SERVICES IN	INV0011765	05/16/2024	LEGAL SHIELD PAYABLE	452-2-200-022-000	33.90
Vendor PRE-PAID LEGAL SERVICES INC Total:					343.90
Vendor: REGENTS OF NEW MEXICO STATE UNIVERSITY					
REGENTS OF NEW MEXICO S	13294	05/01/2024	CUST# CC00001029S	401-7-731-224-000	150.00
REGENTS OF NEW MEXICO S	13397	05/10/2024	ZAPATA / 6 CLASSES	401-6-632-224-000	420.00
Vendor REGENTS OF NEW MEXICO STATE UNIVERSITY Total:					570.00
Vendor: ROSWELL DAILY RECORD					
ROSWELL DAILY RECORD	00297214	05/14/2024	LEGAL AD # 00297214	401-7-741-252-000	543.79
ROSWELL DAILY RECORD	00297462	05/06/2024	LEGAL AD # 00297462	401-6-631-237-000	38.85
ROSWELL DAILY RECORD	00297463	05/13/2024	LEGAL AD# 00297463	401-6-631-237-000	38.85
ROSWELL DAILY RECORD	00297854	05/13/2024	LEGAL AD # 00297854	401-6-632-252-000	37.68
Vendor ROSWELL DAILY RECORD Total:					659.17
Vendor: SOUTHWEST MEDICAL ASSOCIATES, LLC					
SOUTHWEST MEDICAL ASSO	CC026085	05/13/2024	ACCT# P1129126901	427-6-639-270-000	169.03
Vendor SOUTHWEST MEDICAL ASSOCIATES, LLC Total:					169.03
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0011757	05/10/2024	000131961- M PEREZ	401-2-200-018-000	145.38
STATE OF NEW MEXICO	INV0011768	05/16/2024	000454540-MENDOZA	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0011772	05/16/2024	000480470- SANCHEZ	401-2-200-018-000	160.46
STATE OF NEW MEXICO	INV0011773	05/16/2024	000207794- HUERTA	402-2-200-018-000	189.69
Vendor STATE OF NEW MEXICO Total:					628.45
Vendor: STATE OF NM DEPART OF PUBLIC SAFETY					
STATE OF NM DEPART OF PU	2024-A593	05/02/2024	LT DRAKE INSTRUCTOR CERT	401-7-751-253-000	10.00
Vendor STATE OF NM DEPART OF PUBLIC SAFETY Total:					10.00
Vendor: TEXAS CHILD SUPPORT SDU					
TEXAS CHILD SUPPORT SDU	INV0011769	05/16/2024	0013625446-COBOS	401-2-200-018-000	327.23
Vendor TEXAS CHILD SUPPORT SDU Total:					327.23
Vendor: THOMASON LAW FIRM					
THOMASON LAW FIRM	INV0011779	05/16/2024	Olivia Padilla M-7-CV-2023-0	401-2-200-011-000	418.90
Vendor THOMASON LAW FIRM Total:					418.90
Vendor: UNITED WAY OF CHAVES COUNTY					
UNITED WAY OF CHAVES CO	INV0011764	05/16/2024	UNITED WAY PAYABLE	401-2-200-010-000	24.00
UNITED WAY OF CHAVES CO	INV0011764	05/16/2024	UNITED WAY PAYABLE	402-2-200-010-000	25.00
Vendor UNITED WAY OF CHAVES COUNTY Total:					49.00
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	36491577	05/03/2024	ACCT# 016-1579071-000	432-7-761-251-000	239.46
VISUAL EDGE IT, INC	36520743	05/07/2024	ACCT# 020-01889211-000	650-6-684-251-000	241.23
VISUAL EDGE IT, INC	36520744	05/07/2024	ACCT# 020-1889587-000	401-7-751-375-000	743.38
VISUAL EDGE IT, INC	36520745	05/07/2024	ACCT# 020-1458791-000	620-7-725-375-000	180.40
VISUAL EDGE IT, INC	36531393	05/08/2024	ACCT# 017-1663050-000	650-6-684-251-000	424.78
VISUAL EDGE IT, INC	36552448	05/13/2024	ACCT# 020-1919363-000	401-6-631-251-000	146.37
VISUAL EDGE IT, INC	36552449	05/13/2024	ACCT# 025-1906606-000	401-7-721-375-000	271.09
Vendor VISUAL EDGE IT, INC Total:					2,246.71
Vendor: WAIDE SAND & GRAVEL CO					
WAIDE SAND & GRAVEL CO	129347	05/01/2024	BITUMINOUS SURFACE TREA	402-6-653-291-000	8,009.10

Expense Approval Register

Packet: APPKT02986 - CHECK RUN 5/17/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WAIDE SAND & GRAVEL CO	129625	05/01/2024	BITUMINOUS SURFACE TREA	402-6-653-290-000	11,755.16
				Vendor WAIDE SAND & GRAVEL CO Total:	19,764.26
Vendor: WEX BANK					
WEX BANK	CC026091	05/01/2024	ACCT# 0796-00-237636-6	401-7-752-223-000	1,524.33
				Vendor WEX BANK Total:	1,524.33
Vendor: WILLIS ENGINEERING					
WILLIS ENGINEERING	CC026090	05/14/2024	ENGINEERING SERVICES	401-6-692-257-000	336.20
				Vendor WILLIS ENGINEERING Total:	336.20
Grand Total:					282,701.49

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	68,396.15
402 - ROAD FUND	162,619.04
408 - EAST GRAND PLAINS VOLFIRE	124.02
410 - MIDWAY VOLUNTEER FIRE FND	58.99
411 - BERRENDO VOLUNTEER FIRE	75.73
427 - INDIGENT HOSPITAL CLAIMS	20,408.36
430 - LAW ENFORCEMENT GRANT	13,143.72
432 - DWI GRANT FUNDS	517.60
435 - CORRECTION GRANTS	163.23
437 - ENVIRONMENTAL TAX	41.93
452 - FLOOD CONTROL	3,614.47
620 - CLERK RECORDING & FILING	180.40
628 - PROPERTY VALUATION	305.73
631 - OTHER GRANTS & CONTRACTS	11,136.11
650 - DETENTION INMATE EXPENSES	1,916.01
Grand Total:	282,701.49

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-010-000	UNITED WAY PAYABLE	24.00
401-2-200-011-000	MISCELLANEOUS PAYABL	418.90
401-2-200-015-000	NEW YORK LIFE INSURA	879.17
401-2-200-016-000	GLOBE LIFE PAYABLE	1,574.55
401-2-200-018-000	CHILD ENFORCEMENT P	1,015.99
401-2-200-020-000	RETIREE H/C PAYABLE	10,851.85
401-2-200-022-000	PRE-PAID LEGAL PAYABL	161.45
401-2-200-024-000	ALTONS POWER BLOCK	32.32
401-6-631-237-000	SUBSCRIPTIONS/PUBLIC	77.70
401-6-631-251-000	RENTALS	146.37
401-6-632-224-000	EMPLOYEE TRAINING	420.00
401-6-632-252-000	PRINTING/PUBLISHING	37.68
401-6-645-268-000	CARE OF PRISONER SER	34,250.00
401-6-692-257-000	FACILITY MAINTENANCE	336.20
401-6-694-256-000	BLDG.IMPROVEMENT P	6,155.68
401-6-696-256-000	BLDG.IMPROVEMENTS	5,960.16
401-7-721-375-000	LEASE PURCHASES	271.09
401-7-731-224-000	EMPLOYEE TRAINING	150.00
401-7-741-252-000	PRINTING/PUBLISHING	543.79
401-7-751-251-000	RENTALS	619.03
401-7-751-253-000	DUES & OTHER FEES	10.00
401-7-751-375-000	LEASE PURCHASE	743.38
401-7-752-221-000	VEH/HVY EQUIP. REPAIR	683.56
401-7-752-223-000	VEHICLE FUELS	1,576.18
401-7-752-230-000	SUPPLIES/TOOLS	1,457.10
402-2-200-010-000	UNITED WAY PAYABLE	25.00
402-2-200-015-000	NEW YORK LIFE INSURA	534.23
402-2-200-016-000	GLOBE LIFE PAYABLE	395.91
402-2-200-018-000	CHILD ENFORCEMENT P	189.69
402-2-200-020-000	RETIREE H/C PAYABLE	1,887.46
402-2-200-022-000	PRE-PAID LEGAL PAYABL	114.65
402-2-200-024-000	ALTONS POWER BLOCK	26.95
402-6-653-230-000	SUPPLIES/TOOLS	367.55
402-6-653-290-000	PAVING PROJECTS-COOP	11,755.16
402-6-653-291-000	ROAD PROJECTS-OTHER	8,473.44
402-6-681-372-000	VEHICLES	138,849.00
408-8-812-341-000	UTILITIES	124.02
410-8-816-341-000	UTILITIES	58.99
411-8-814-341-000	UTILITIES	75.73
427-2-200-015-000	NEW YORK LIFE INSURA	171.02

Account Summary

Account Number	Account Name	Expense Amount
427-2-200-016-000	GLOBE LIFE PAYABLE	86.76
427-2-200-020-000	RETIREE H/C PAYABLE	122.52
427-2-200-022-000	PRE-PAID LEGAL PAYABL	33.90
427-6-639-270-000	PAYMENT OF HOSPITAL	18,994.16
427-6-639-296-000	INDIGENT BURIAL	1,000.00
430-7-753-231-000	NON-EXPENDABLE SUPP	13,143.72
432-2-200-015-000	NEW YORK LIFE INSURA	27.17
432-2-200-016-000	GLOBE LIFE PAYABLE	61.40
432-2-200-020-000	RETIREE H/C PAYABLE	189.57
432-7-761-251-000	RENTALS	239.46
435-2-200-016-000	GLOBE LIFE PAYABLE	25.21
435-2-200-020-000	RETIREE H/C PAYABLE	138.02
437-2-200-020-000	RETIREE H/C PAYABLE	41.93
452-2-200-015-000	NEW YORK LIFE INSURA	79.64
452-2-200-016-000	GLOBE LIFE PAYABLE	306.62
452-2-200-020-000	RETIREE H/C PAYABLE	646.52
452-2-200-022-000	PRE-PAID LEGAL PAYABL	33.90
452-8-832-221-000	VEH/HVY EQUIP. REPAIR	1,115.22
452-8-832-230-000	SUPPLIES/TOOLS	305.06
452-8-832-260-000	PROFESSIONAL SERVICE	1,127.51
620-7-725-375-000	LEASE PURCHASES	180.40
628-2-200-020-000	RETIREE H/C PAYABLE	305.73
631-8-885-260-000	PROFESSIONAL SERVICE	25.00
631-8-889-260-000	PROFESSIONAL SERVICE	11,111.11
650-6-684-251-000	RENTALS	666.01
650-6-684-260-000	PROFESSIONAL SERVICE	1,250.00
	Grand Total:	282,701.49

Project Account Summary

Project Account Key	Expense Amount
None	282,701.49
Grand Total:	282,701.49

A large, stylized handwritten signature in black ink is written over a rectangular stamp area. The signature is highly cursive and difficult to decipher. The stamp area contains some illegible text and a grid-like pattern.



Expense Approval Register

Packet: APPKT02993 - CHECK RUN 5/24/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
Vendor: BELL GAS INC.						
BELL GAS INC.	39059	05/02/2024	ACCT# 10693	402-6-653-223-000	20,235.27	
BELL GAS INC.	39214	05/09/2024	ACCT# 11020	452-8-832-223-000	4,388.33	
					Vendor BELL GAS INC. Total:	24,623.60
Vendor: CENTRAL NM CORRECTIONAL FACILITY						
CENTRAL NM CORRECTIONA	10F-23CCDC	05/14/2024	INMATE HOUSING/ VIGIL	650-6-684-268-000	2,203.80	
					Vendor CENTRAL NM CORRECTIONAL FACILITY Total:	2,203.80
Vendor: CITY OF ROSWELL						
CITY OF ROSWELL	CC026133	05/01/2024	ACCT# 44	437-6-659-242-000	15,023.19	
					Vendor CITY OF ROSWELL Total:	15,023.19
Vendor: CITY OF ROSWELL						
CITY OF ROSWELL	2024-4	05/15/2024	ALLOCATION/ FY 23-24	635-6-671-409-000	181,116.06	
					Vendor CITY OF ROSWELL Total:	181,116.06
Vendor: COLONIAL LIFE & ACCIDENT CO						
COLONIAL LIFE & ACCIDENT	CC026112	05/15/2024	VOLUNTARY INS PAYROLL DE	401-2-200-016-000	1,549.48	
COLONIAL LIFE & ACCIDENT	CC026112	05/15/2024	VOLUNTARY INS PAYROLL DE	402-2-200-016-000	395.91	
COLONIAL LIFE & ACCIDENT	CC026112	05/15/2024	VOLUNTARY INS PAYROLL DE	427-2-200-016-000	86.76	
COLONIAL LIFE & ACCIDENT	CC026112	05/15/2024	VOLUNTARY INS PAYROLL DE	432-2-200-016-000	61.40	
COLONIAL LIFE & ACCIDENT	CC026112	05/15/2024	VOLUNTARY INS PAYROLL DE	435-2-200-016-000	25.21	
COLONIAL LIFE & ACCIDENT	CC026112	05/15/2024	VOLUNTARY INS PAYROLL DE	452-2-200-016-000	306.62	
					Vendor COLONIAL LIFE & ACCIDENT CO Total:	2,425.38
Vendor: CRM ENTERPRISES, LLC						
CRM ENTERPRISES, LLC	44642	05/14/2024	WOVEN SHIRTS / SHERIFFS	401-7-752-238-000	1,188.00	
					Vendor CRM ENTERPRISES, LLC Total:	1,188.00
Vendor: CURRY COUNTY ADMINISTRATION						
CURRY COUNTY ADMINISTRA	CC026133	05/10/2024	INMATE HOUSING/ JOHNISO	650-6-684-268-000	1,105.00	
					Vendor CURRY COUNTY ADMINISTRATION Total:	1,105.00
Vendor: DEERE CREDIT, INC						
DEERE CREDIT, INC	2907862	05/07/2024	ACCT# 030-0074601-000	402-6-653-251-000	3,703.30	
					Vendor DEERE CREDIT, INC Total:	3,703.30
Vendor: EASTERN NM MEDICAL CENTER						
EASTERN NM MEDICAL CENT	CC026113	05/14/2024	ACCT# V025763079	401-7-752-267-000	13.08	
EASTERN NM MEDICAL CENT	CC026114	05/14/2024	ACCT# V025762220	401-7-752-267-000	79.26	
EASTERN NM MEDICAL CENT	CC026115	05/14/2024	ACCT# V025759481	401-7-752-267-000	13.08	
EASTERN NM MEDICAL CENT	CC026116	05/14/2024	ACCT# V025798513	401-7-752-267-000	13.08	
EASTERN NM MEDICAL CENT	CC026117	05/14/2024	ACCT# V025793928	401-7-752-267-000	46.09	
EASTERN NM MEDICAL CENT	CC026118	05/14/2024	INMATE CLAIM# 20921	401-7-752-267-000	840.21	
EASTERN NM MEDICAL CENT	CC026119	05/14/2024	ACCT# V025784240	401-7-752-267-000	117.91	
EASTERN NM MEDICAL CENT	CC026120	05/14/2024	ACCT# V025762246	401-7-752-267-000	94.10	
EASTERN NM MEDICAL CENT	CC026121	05/20/2024	ACCT# VAW87872	427-6-639-270-000	2,274.75	
EASTERN NM MEDICAL CENT	CC026122	05/20/2024	ACCT# VAW88895	427-6-639-270-000	9,665.32	
EASTERN NM MEDICAL CENT	CC026123	05/20/2024	ACCT# VAW87087	427-6-639-270-000	393.35	
					Vendor EASTERN NM MEDICAL CENTER Total:	13,550.23
Vendor: ECOLAB INC.						
ECOLAB INC.	6345544908	05/16/2024	SUPPLIES	650-6-684-230-000	1,925.76	
					Vendor ECOLAB INC. Total:	1,925.76
Vendor: FAAC INCORPORATED						
FAAC INCORPORATED	PSI005607	05/21/2024	ADVANCED TRAINING SIMUL	650-6-684-371-000	26,245.00	
					Vendor FAAC INCORPORATED Total:	26,245.00
Vendor: J & G ELECTRIC CO						
J & G ELECTRIC CO	32563	05/01/2024	REPLACE LIGHTS/ SIERRA FD	412-8-815-249-000	1,230.20	

Expense Approval Register

Packet: APPKT02993 - CHECK RUN 5/24/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
J & G ELECTRIC CO	32564	05/01/2024	WALL PACKS/ SIERRA FD	412-8-815-249-000	1,660.67
J & G ELECTRIC CO	32658	05/01/2024	REPLACE WALL PACKS	412-8-815-249-000	1,419.89
Vendor J & G ELECTRIC CO Total:					4,310.76
Vendor: LEA COUNTY					
LEA COUNTY	J03-2024	05/01/2024	JUVIE INMATE HOUSING	401-6-645-268-000	30,750.00
Vendor LEA COUNTY Total:					30,750.00
Vendor: NES ARIZONA INC					
NES ARIZONA INC	CC026124	05/20/2024	ACCT# 1312278V25099	427-6-639-270-000	204.93
NES ARIZONA INC	CC026125	05/20/2024	ACCT# 1312777V25099	427-6-639-270-000	546.90
NES ARIZONA INC	CC026126	05/20/2024	ACCT# 1312759V25099	427-6-639-270-000	374.43
NES ARIZONA INC	CC026127	05/20/2024	ACCT# 1312758V25099	427-6-639-270-000	134.76
NES ARIZONA INC	CC026128	05/20/2024	ACCT# 1312757V25099	427-6-639-270-000	204.93
Vendor NES ARIZONA INC Total:					1,465.95
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC026134	05/10/2024	ACCT# 077991703-1384720-	401-6-691-341-000	40.42
NEW MEXICO GAS COMPAN	CC026135	05/10/2024	ACCT# 115435453-0797988-	401-6-699-341-000	31.33
NEW MEXICO GAS COMPAN	CC026136	05/13/2024	ACCT# 077702112-0801146-	402-6-651-341-000	182.17
NEW MEXICO GAS COMPAN	CC026137	05/13/2024	ACCT# 077726812-0801393-	412-8-815-341-000	32.20
NEW MEXICO GAS COMPAN	CC026138	05/10/2024	ACCT# 077991703-0797981-	401-6-691-341-000	32.95
NEW MEXICO GAS COMPAN	CC026139	05/10/2024	ACCT# 077991703-0797982-	401-6-691-341-000	36.85
NEW MEXICO GAS COMPAN	CC026139	05/10/2024	ACCT# 077991703-0797983-	401-6-691-341-000	31.67
NEW MEXICO GAS COMPAN	CC026140	05/10/2024	ACCT# 077991703-0804041-	401-6-691-341-000	31.98
NEW MEXICO GAS COMPAN	CC026141	05/13/2024	ACCT# 078156501-0805690-	650-6-684-341-000	574.83
NEW MEXICO GAS COMPAN	CC026142	05/10/2024	ACCT# 115435453-1201470-	401-6-619-340-000	426.32
NEW MEXICO GAS COMPAN	CC026143	05/10/2024	ACCT# 115435453-1203867-	401-6-619-340-000	31.67
Vendor NEW MEXICO GAS COMPANY INC Total:					1,452.39
Vendor: NM CIA					
NM CIA	ML002498	05/14/2024	CLAIM# 010064	401-6-691-319-000	7,946.58
Vendor NM CIA Total:					7,946.58
Vendor: OLIVIA PADILLA					
OLIVIA PADILLA	CC026129	05/20/2024	RELEASE OF GARNISHMENT	401-7-752-102-000	418.90
OLIVIA PADILLA	CC026129	05/20/2024	RELEASE OF GARNISHMENT	401-7-752-102-000	418.90
Vendor OLIVIA PADILLA Total:					837.80
Vendor: PATHOLOGY CONSULTANTS OF NEW MEXICO					
PATHOLOGY CONSULTANTS	CC026130	05/20/2024	ACCT# 000882429-00132231	427-6-639-270-000	47.68
Vendor PATHOLOGY CONSULTANTS OF NEW MEXICO Total:					47.68
Vendor: ROSWELL CHAMBER OF COMMERCE					
ROSWELL CHAMBER OF CO	1224185	05/01/2024	ANNUAL ALLOCATION FY 23-	401-6-672-426-000	4,791.67
ROSWELL CHAMBER OF CO	1224224	05/01/2024	ANNUAL ALLOCATION FY 23-	401-6-672-426-000	4,791.67
ROSWELL CHAMBER OF CO	1224255	05/07/2024	ANNUAL ALLOCATION FY 23-	401-6-672-426-000	4,791.66
Vendor ROSWELL CHAMBER OF COMMERCE Total:					14,375.00
Vendor: ROSWELL CLINIC CORP					
ROSWELL CLINIC CORP	CC026131	05/20/2024	ACCT# 1767011V1610	427-6-639-270-000	519.12
Vendor ROSWELL CLINIC CORP Total:					519.12
Vendor: ROSWELL DAILY RECORD					
ROSWELL DAILY RECORD	00297859	05/12/2024	LEGAL AD # 00297859	401-6-625-252-000	93.44
Vendor ROSWELL DAILY RECORD Total:					93.44
Vendor: RUDY'S TOWING SERVICE, LLC					
RUDY'S TOWING SERVICE, LL	051524	05/15/2024	NETTLE RD VEHICLE TOWING	635-6-682-247-000	10,520.81
Vendor RUDY'S TOWING SERVICE, LLC Total:					10,520.81
Vendor: STARR JANITORIAL INC.					
STARR JANITORIAL INC.	94829	05/15/2024	SUPPLIES	631-8-883-230-000	1,870.16
Vendor STARR JANITORIAL INC. Total:					1,870.16
Vendor: TOWN OF HAGERMAN					
TOWN OF HAGERMAN	CC026132	05/20/2024	ACCT# 670	401-7-751-341-000	82.88
Vendor TOWN OF HAGERMAN Total:					82.88

Expense Approval Register

Packet: APPKT02993 - CHECK RUN 5/24/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	24AR1782371	05/20/2024	ACCT# BMK-CC81	432-7-761-237-000	16.96
VISUAL EDGE IT, INC	36564318	05/14/2024	ACCT# 019-1836196-000	401-7-731-230-000	4.96
VISUAL EDGE IT, INC	36564318	05/14/2024	ACCT# 019-1836196-000	401-7-731-375-000	43.50
VISUAL EDGE IT, INC	36564319	05/14/2024	ACCT# 019-1836197-000	408-8-812-251-000	69.98
VISUAL EDGE IT, INC	36564321	05/14/2024	ACCT# 020-1897092-000	413-8-818-251-000	50.88
VISUAL EDGE IT, INC	36564322	05/14/2024	ACCT# 018-1768631-000	401-7-721-375-000	436.92
VISUAL EDGE IT, INC	36564323	05/14/2024	ACCT# 025-1768632-000	670-6-671-375-000	372.64
VISUAL EDGE IT, INC	36564324	05/14/2024	ACCT# 025-1768633-000	411-8-814-251-000	180.93
VISUAL EDGE IT, INC	36564326	05/14/2024	ACCT# 025-1777394-000	401-6-641-375-000	97.05
VISUAL EDGE IT, INC	36569421	05/15/2024	ACCT# 016-1560570-000	452-8-832-251-000	301.86
Vendor VISUAL EDGE IT, INC Total:					1,575.68
Vendor: WAIDE SAND & GRAVEL CO					
WAIDE SAND & GRAVEL CO	130227	05/08/2024	BITUMINOUS SURFACE TREA	402-6-653-290-000	9,331.90
WAIDE SAND & GRAVEL CO	130257	05/09/2024	BITUMINOUS SURFACE TREA	402-6-653-290-000	5,399.88
Vendor WAIDE SAND & GRAVEL CO Total:					14,731.78
Grand Total:					363,689.35

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	59,285.61
402 - ROAD FUND	39,248.43
408 - EAST GRAND PLAINS VOLFIRE	69.98
411 - BERRENDO VOLUNTEER FIRE	180.93
412 - SIERRA VOLUNTEER FIRE FND	4,342.96
413 - RIO FELIX VOLUNTEER FIRE	50.88
427 - INDIGENT HOSPITAL CLAIMS	14,452.93
432 - DWI GRANT FUNDS	78.36
435 - CORRECTION GRANTS	25.21
437 - ENVIRONMENTAL TAX	15,023.19
452 - FLOOD CONTROL	4,996.81
631 - OTHER GRANTS & CONTRACTS	1,870.16
635 - EMERGENCY/CAPITAL OUTLAY	191,636.87
650 - DETENTION INMATE EXPENSES	32,054.39
670 - INTERNAL SERVICES	372.64
Grand Total:	363,689.35

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-016-000	GLOBE LIFE PAYABLE	1,549.48
401-6-619-340-000	TELEPHONE	457.99
401-6-625-252-000	PRINTING/PUBLISHING	93.44
401-6-641-375-000	LEASE PURCHASE	97.05
401-6-645-268-000	CARE OF PRISONER SER	30,750.00
401-6-672-426-000	CHAMBER OF COMMER	14,375.00
401-6-691-319-000	OTHER INSURANCE	7,946.58
401-6-691-341-000	UTILITIES	173.87
401-6-699-341-000	UTILITIES	31.33
401-7-721-375-000	LEASE PURCHASES	436.92
401-7-731-230-000	SUPPLIES/TOOLS	4.96
401-7-731-375-000	LEASE PURCHASE	43.50
401-7-751-341-000	UTILITIES	82.88
401-7-752-102-000	REGULAR SALARIES	837.80
401-7-752-238-000	UNIFORM EXPENSES	1,188.00
401-7-752-267-000	CONTRACTUAL SERVICES	1,216.81
402-2-200-016-000	GLOBE LIFE PAYABLE	395.91
402-6-651-341-000	UTILITIES	182.17
402-6-653-223-000	VEHICLE FUELS	20,235.27
402-6-653-251-000	RENTALS	3,703.30
402-6-653-290-000	PAVING PROJECTS-COOP	14,731.78
408-8-812-251-000	RENTALS	69.98
411-8-814-251-000	RENTALS	180.93
412-8-815-249-000	EQUIPMENT MAINT/AG	4,310.76
412-8-815-341-000	UTILITIES	32.20
413-8-818-251-000	RENTALS	50.88
427-2-200-016-000	GLOBE LIFE PAYABLE	86.76
427-6-639-270-000	PAYMENT OF HOSPITAL	14,366.17
432-2-200-016-000	GLOBE LIFE PAYABLE	61.40
432-7-761-237-000	SUBSCRIPTIONS/PUBLIC	16.96
435-2-200-016-000	GLOBE LIFE PAYABLE	25.21
437-6-659-242-000	LANDFILL EXPENSES	15,023.19
452-2-200-016-000	GLOBE LIFE PAYABLE	306.62
452-8-832-223-000	VEHICLE FUELS	4,388.33
452-8-832-251-000	RENTALS	301.86
631-8-883-230-000	SUPPLIES	1,870.16
635-6-671-409-000	CITY OF ROSWELL SPECI	181,116.06
635-6-682-247-000	CONSTRUCTION PROJEC	10,520.81
650-6-684-230-000	SUPPLIES/TOOLS	1,925.76
650-6-684-268-000	HOUSING OF PRISONERS	3,308.80

Account Summary

Account Number	Account Name	Expense Amount
650-6-684-341-000	UTILITIES	574.83
650-6-684-371-000	EQUIPMENT/MACHINER	26,245.00
670-6-671-375-000	LEASE PURCHASE PAYME	372.64
	Grand Total:	363,689.35

Project Account Summary

Project Account Key	Expense Amount
None	363,689.35
Grand Total:	363,689.35

[Handwritten signature: Lucia Senano]



Chaves County, NM

Expense Approval Register

Packet: APPKT02997 - CHECK RUN 2 5/24/24

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: OLIVE TREE INVESTMENTS, LLC					
OLIVE TREE INVESTMENTS, L	CC026144	05/23/2024	110 E MESCALERO	635-6-682-375-000	15,000.00
Vendor OLIVE TREE INVESTMENTS, LLC Total:					15,000.00
Vendor: WAIDE SAND & GRAVEL CO					
WAIDE SAND & GRAVEL CO	130227-1	05/08/2024	BITUMUNIOUS SURFACE TREA	402-6-653-290-000	9,331.98
WAIDE SAND & GRAVEL CO	130257-1	05/09/2024	BITUMINOUS SURFACE TREA	402-6-653-290-000	5,399.88
Vendor WAIDE SAND & GRAVEL CO Total:					14,731.86
Grand Total:					29,731.86

Fund Summary

Fund	Expense Amount
402 - ROAD FUND	14,731.86
635 - EMERGENCY/CAPITAL OUTLAY	15,000.00
Grand Total:	29,731.86

Account Summary

Account Number	Account Name	Expense Amount
402-6-653-290-000	PAVING PROJECTS-COOP	14,731.86
635-6-682-375-000	LEASE PURCHASES	15,000.00
	Grand Total:	29,731.86

Project Account Summary

Project Account Key	Expense Amount
None	29,731.86
Grand Total:	29,731.86





Chaves County, NM

Expense Approval Register

APPKT03004 - ACH ROADRUNNER PMT 5/31/24

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ROADRUNNER HEALTH SERVICES, LLC ROADRUNNER HEALTH SERVI	1384	05/01/2024	MEDICAL INMATE CARE/ FY	427-6-639-268-000	<u>196,817.23</u>
			Vendor ROADRUNNER HEALTH SERVICES, LLC Total:		<u>196,817.23</u>
			Grand Total:		<u><u>196,817.23</u></u>

Fund Summary

Fund	Expense Amount
427 - INDIGENT HOSPITAL CLAIMS	<u>196,817.23</u>
Grand Total:	196,817.23

Account Summary

Account Number	Account Name	Expense Amount
427-6-639-268-000	CARE OF PRISONER SER	<u>196,817.23</u>
	Grand Total:	196,817.23

Project Account Summary

Project Account Key	Expense Amount
None	<u>196,817.23</u>
Grand Total:	196,817.23



Chaves County, NM

Expense Approval Register

et: APPKT03007 - CHECK RUN (ARPA) 5/31/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: SAFARI MICRO, INC.					
SAFARI MICRO, INC.	SM417146	05/14/2024	Extreme Switch Replacemen	441-6-637-299-000	130,432.68
SAFARI MICRO, INC.	SM417179	05/17/2024	Extreme Switch Replacemen	441-6-637-299-000	46,278.38
			Vendor SAFARI MICRO, INC. Total:		176,711.06
			Grand Total:		176,711.06

Fund Summary

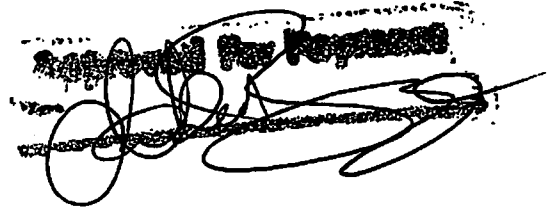
Fund	Expense Amount
441 - AMERICAN RESCUE PLAN ACT 2021	<u>176,711.06</u>
Grand Total:	176,711.06

Account Summary

Account Number	Account Name	Expense Amount
441-6-637-299-000	AMERICAN RESCUE PLA	<u>176,711.06</u>
	Grand Total:	176,711.06

Project Account Summary

Project Account Key	Expense Amount
None	<u>176,711.06</u>
Grand Total:	176,711.06

A handwritten signature in black ink is written over a rectangular stamp. The signature is cursive and appears to be 'John J. [unclear]'. The stamp is mostly illegible but seems to contain some text and possibly a date or time.



Expense Approval Register

Packet: APPKT03009 - CHECK RUN 5/31/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ARTESIA FIRE EQUIPMENT INC.					
ARTESIA FIRE EQUIPMENT IN	83124	05/01/2024	EQUIPMENT FOR FIRE SERVI	410-8-816-233-000	1,495.66
ARTESIA FIRE EQUIPMENT IN	83672	05/23/2024	EQUIPMENT FOR FIRE SERVI	411-8-814-230-000	1,750.00
ARTESIA FIRE EQUIPMENT IN	83674	05/23/2024	QUARTERLY AIR QUALITY TES	411-8-814-221-000	537.61
Vendor ARTESIA FIRE EQUIPMENT INC. Total:					3,783.27
Vendor: AXON ENTERPRISE, INC.					
AXON ENTERPRISE, INC.	INUS245330	05/01/2024	AXON TASER BATTERY PACKS	401-7-752-230-000	3,084.40
Vendor AXON ENTERPRISE, INC. Total:					3,084.40
Vendor: BELL GAS INC.					
BELL GAS INC.	39297	05/23/2024	ACCT# 10693	402-6-653-223-000	21,170.06
BELL GAS INC.	39322	05/21/2024	ACCT# 11020	452-8-832-223-000	3,187.38
Vendor BELL GAS INC. Total:					24,357.44
Vendor: BELL GAS INC					
BELL GAS INC	319091	05/15/2024	ICE FOR ROAD	402-6-653-230-000	242.50
BELL GAS INC	319114	05/23/2024	CUST# 460785	452-8-832-230-000	42.50
Vendor BELL GAS INC Total:					285.00
Vendor: BRUCKNER TRUCK SALES					
BRUCKNER TRUCK SALES	XA10704714001	05/06/2024	PARTS	402-6-653-221-000	83.84
BRUCKNER TRUCK SALES	XA10704777301	05/22/2024	PARTS	402-6-653-221-000	1,891.15
Vendor BRUCKNER TRUCK SALES Total:					1,974.99
Vendor: CHARACTER COUNTS IN CHAVES COUNTY					
CHARACTER COUNTS IN CHA	RPGC-FY24	05/28/2024	GRAD PROJECT CELEBRATIO	432-7-761-267-000	5,000.00
Vendor CHARACTER COUNTS IN CHAVES COUNTY Total:					5,000.00
Vendor: CINTAS CORPORATION #2					
CINTAS CORPORATION #2	8406833091	05/24/2024	CUST # 10187763	402-6-653-230-000	164.57
Vendor CINTAS CORPORATION #2 Total:					164.57
Vendor: COMPLETE FIRE PROTECTION LLC					
COMPLETE FIRE PROTECTIO	1527	05/23/2024	REPAIRED LEAKS IN FIRE SUP	401-6-696-257-000	2,376.30
Vendor COMPLETE FIRE PROTECTION LLC Total:					2,376.30
Vendor: COUNTY OF LINCOLN					
COUNTY OF LINCOLN	CC026145	05/23/2024	INMATE HOUSING	650-6-684-268-000	648.00
Vendor COUNTY OF LINCOLN Total:					648.00
Vendor: DEXTER CONSOLIDATED SCHOOLS					
DEXTER CONSOLIDATED SCH	VPGC-FY24	05/28/2024	FY24 DEXTER PROJECT CELEB	432-7-761-267-000	2,500.00
Vendor DEXTER CONSOLIDATED SCHOOLS Total:					2,500.00
Vendor: DOMINION VOTING SYSTEM INC					
DOMINION VOTING SYSTEM	DVS154741	05/28/2024	BATTERY CARTRIDGE REPLAC	401-7-722-230-000	383.90
Vendor DOMINION VOTING SYSTEM INC Total:					383.90
Vendor: ERGON ASPHALT EMULSIONS INC					
ERGON ASPHALT EMULSION	9403187204	05/22/2024	CUST# 926628	402-6-653-291-000	6,528.80
Vendor ERGON ASPHALT EMULSIONS INC Total:					6,528.80
Vendor: INLAND KENWORTH INC					
INLAND KENWORTH INC	91277	05/08/2024	3BKZL40X4PF267176	402-6-681-373-000	253,163.00
Vendor INLAND KENWORTH INC Total:					253,163.00
Vendor: J & G ELECTRIC CO					
J & G ELECTRIC CO	32944	05/23/2024	INSTALLED SIGN FOR WALKI	631-8-886-267-000	1,915.09
Vendor J & G ELECTRIC CO Total:					1,915.09

Expense Approval Register

Packet: APPKT03009 - CHECK RUN 5/31/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: JOHN H SCOTT					
JOHN H SCOTT	1891	05/01/2024	INSTALLED 2 WATER HEATER	401-6-691-257-000	2,556.44
					Vendor JOHN H SCOTT Total:
					2,556.44
Vendor: JOHNSON SEPTIC TANK CO.					
JOHNSON SEPTIC TANK CO.	10321	05/01/2024	BI MONTHLY GREASE TRAP CL	401-6-696-257-000	747.41
					Vendor JOHNSON SEPTIC TANK CO. Total:
					747.41
Vendor: KANSAS STATE BANK OF MANHATTAN					
KANSAS STATE BANK OF MA	56805-05-2024	05/25/2024	ACCT# 3356805	402-6-653-251-000	1,584.93
KANSAS STATE BANK OF MA	57431-05-2024	05/20/2024	ACCT# 3357431	402-6-653-251-000	1,647.40
					Vendor KANSAS STATE BANK OF MANHATTAN Total:
					3,232.33
Vendor: KS STATE BANK					
KS STATE BANK	51	05/30/2024	ACCT# 3380675	635-6-682-375-000	13,634.11
					Vendor KS STATE BANK Total:
					13,634.11
Vendor: LISSA PILLEY					
LISSA PILLEY	CC026148	05/30/2024	REIMBURSE FUEL PURCHASE	401-7-752-223-000	29.20
					Vendor LISSA PILLEY Total:
					29.20
Vendor: MCLL INC					
MCLL INC	FC24049	05/23/2024	VIN:1GB5YLE77RF239016	401-6-619-231-000	63,111.00
					Vendor MCLL INC Total:
					63,111.00
Vendor: MESA TRACTOR INC.					
MESA TRACTOR INC.	6257	05/22/2024	WALKER MOWER/ DECK 48"	401-6-691-231-000	20,500.00
					Vendor MESA TRACTOR INC. Total:
					20,500.00
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	INV0011791	05/30/2024	NM RETIREE HEALTH CARE P	401-2-200-020-000	7,675.72
NM RETIREE HEALTH CARE A	INV0011791	05/30/2024	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,890.18
NM RETIREE HEALTH CARE A	INV0011791	05/30/2024	NM RETIREE HEALTH CARE P	427-2-200-020-000	122.52
NM RETIREE HEALTH CARE A	INV0011791	05/30/2024	NM RETIREE HEALTH CARE P	432-2-200-020-000	189.57
NM RETIREE HEALTH CARE A	INV0011791	05/30/2024	NM RETIREE HEALTH CARE P	435-2-200-020-000	138.02
NM RETIREE HEALTH CARE A	INV0011791	05/30/2024	NM RETIREE HEALTH CARE P	437-2-200-020-000	81.12
NM RETIREE HEALTH CARE A	INV0011791	05/30/2024	NM RETIREE HEALTH CARE P	452-2-200-020-000	646.52
NM RETIREE HEALTH CARE A	INV0011791	05/30/2024	NM RETIREE HEALTH CARE P	628-2-200-020-000	314.91
NM RETIREE HEALTH CARE A	INV0011792	05/30/2024	NM Retiree HealthCare Law	401-2-200-020-000	3,261.34
					Vendor NM RETIREE HEALTH CARE AUTHORITY Total:
					14,319.90
Vendor: PORTABLE MICROGRAPHICS, INC.					
PORTABLE MICROGRAPHICS,	3968	05/20/2024	DIGITIZING PROBATE RECOR	401-7-721-267-000	17,418.07
					Vendor PORTABLE MICROGRAPHICS, INC. Total:
					17,418.07
Vendor: QUADIENT FINANCE USA, INC					
QUADIENT FINANCE USA, IN	CC026146	05/22/2024	ACCT# 7900044080967452	401-6-619-339-000	3,500.00
					Vendor QUADIENT FINANCE USA, INC Total:
					3,500.00
Vendor: REDDEN PLUMBING & MECHANICAL					
REDDEN PLUMBING & MECH	12498	05/07/2024	JET RODDER CONSULTATION	401-6-696-257-000	145.66
					Vendor REDDEN PLUMBING & MECHANICAL Total:
					145.66
Vendor: RELADYNE WEST LLC					
RELADYNE WEST LLC	CC026147	05/23/2024	OILS AND LUBES	402-6-653-230-000	677.50
					Vendor RELADYNE WEST LLC Total:
					677.50
Vendor: ROSWELL DAILY RECORD					
ROSWELL DAILY RECORD	00298112	05/23/2024	LEGAL AD 00298112	631-8-872-230-000	1,731.73
ROSWELL DAILY RECORD	00298174	05/24/2024	LEGAL AD# 00298174	631-8-872-230-000	116.33
ROSWELL DAILY RECORD	00298188	05/24/2024	LEGAL AD # 00298188	401-6-625-252-000	45.01
					Vendor ROSWELL DAILY RECORD Total:
					1,893.07
Vendor: SOUTH MAIN METAL BUILDING SUPPLY INC					
SOUTH MAIN METAL BUILDI	61633	05/30/2024	REPLACED TRANSLUSCENT S	401-6-694-257-000	2,374.63
					Vendor SOUTH MAIN METAL BUILDING SUPPLY INC Total:
					2,374.63
Vendor: STARR JANITORIAL INC.					
STARR JANITORIAL INC.	94905	05/22/2024	SUPPLIES	401-6-691-230-000	30.07

Expense Approval Register

Packet: APPKT03009 - CHECK RUN 5/31/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STARR JANITORIAL INC.	94925	05/23/2024	SUPPLIES	402-6-653-230-000	190.33
Vendor STARR JANITORIAL INC. Total:					220.40
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0011785	05/30/2024	000454540-MENDOZA	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0011787	05/30/2024	000480470- SANCHEZ	401-2-200-018-000	160.46
STATE OF NEW MEXICO	INV0011788	05/30/2024	000207794- HUERTA	402-2-200-018-000	189.69
Vendor STATE OF NEW MEXICO Total:					483.07
Vendor: TEXAS CHILD SUPPORT SDU					
TEXAS CHILD SUPPORT SDU	INV0011786	05/30/2024	0013625446-COBOS	401-2-200-018-000	327.23
Vendor TEXAS CHILD SUPPORT SDU Total:					327.23
Vendor: TEXAS UNITED CORP					
TEXAS UNITED CORP	91028737	05/01/2024	SOFTENER SALT	401-6-696-230-000	2,499.00
Vendor TEXAS UNITED CORP Total:					2,499.00
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	36564320	05/14/2024	ACCT# 020-1854206-000	401-7-741-375-000	247.16
VISUAL EDGE IT, INC	36564325	05/14/2024	ACCT# 025-1768634-000	401-6-691-375-000	203.27
VISUAL EDGE IT, INC	36621796	05/22/2024	ACCT# 016-1539862-000	401-7-741-375-000	162.47
Vendor VISUAL EDGE IT, INC Total:					612.90
Grand Total:					454,446.68

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	130,971.66
402 - ROAD FUND	289,423.95
410 - MIDWAY VOLUNTEER FIRE FND	1,495.66
411 - BERRENDO VOLUNTEER FIRE	2,287.61
427 - INDIGENT HOSPITAL CLAIMS	122.52
432 - DWI GRANT FUNDS	7,689.57
435 - CORRECTION GRANTS	138.02
437 - ENVIRONMENTAL TAX	81.12
452 - FLOOD CONTROL	3,876.40
628 - PROPERTY VALUATION	314.91
631 - OTHER GRANTS & CONTRACTS	3,763.15
635 - EMERGENCY/CAPITAL OUTLAY	13,634.11
650 - DETENTION INMATE EXPENSES	648.00
Grand Total:	454,446.68

Account Summary

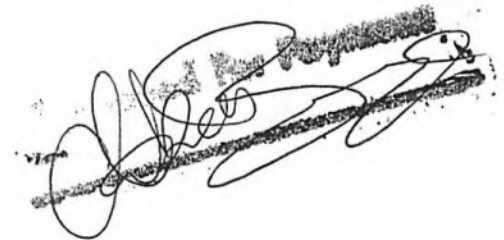
Account Number	Account Name	Expense Amount
401-2-200-018-000	CHILD ENFORCEMENT P	620.61
401-2-200-020-000	RETIREE H/C PAYABLE	10,937.06
401-6-619-231-000	NON-EXPENDABLE SUPP	63,111.00
401-6-619-339-000	POSTAGE/FREIGHT	3,500.00
401-6-625-252-000	PRINTING/PUBLISHING	45.01
401-6-691-230-000	SUPPLIES/TOOLS	30.07
401-6-691-231-000	NON-EXPENDABLE SUPP	20,500.00
401-6-691-257-000	FACILITY MAINT/REPAIR	2,556.44
401-6-691-375-000	LEASE PURCHASE	203.27
401-6-694-257-000	FACILITY MAINT/REPAIR	2,374.63
401-6-696-230-000	SUPPLIES/TOOLS	2,499.00
401-6-696-257-000	FACILITY MAINT/REPAIR	3,269.37
401-7-721-267-000	CONTRACTUAL SERVICES	17,418.07
401-7-722-230-000	SUPPLIES/TOOLS	383.90
401-7-741-375-000	LEASE PURCHASES	409.63
401-7-752-223-000	VEHICLE FUELS	29.20
401-7-752-230-000	SUPPLIES/TOOLS	3,084.40
402-2-200-018-000	CHILD ENFORCEMENT P	189.69
402-2-200-020-000	RETIREE H/C PAYABLE	1,890.18
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	1,974.99
402-6-653-223-000	VEHICLE FUELS	21,170.06
402-6-653-230-000	SUPPLIES/TOOLS	1,274.90
402-6-653-251-000	RENTALS	3,232.33
402-6-653-291-000	ROAD PROJECTS-OTHER	6,528.80
402-6-681-373-000	HEAVY EQUIPMENT	253,163.00
410-8-816-233-000	AIR PACKS & BUNKER GE	1,495.66
411-8-814-221-000	VEH/HVY EQUIP. REPAIR	537.61
411-8-814-230-000	SUPPLIES/TOOLS	1,750.00
427-2-200-020-000	RETIREE H/C PAYABLE	122.52
432-2-200-020-000	RETIREE H/C PAYABLE	189.57
432-7-761-267-000	CONTRACTUAL SERVICES	7,500.00
435-2-200-020-000	RETIREE H/C PAYABLE	138.02
437-2-200-020-000	RETIREE H/C PAYABLE	81.12
452-2-200-020-000	RETIREE H/C PAYABLE	646.52
452-8-832-223-000	VEHICLE FUELS	3,187.38
452-8-832-230-000	SUPPLIES/TOOLS	42.50
628-2-200-020-000	RETIREE H/C PAYABLE	314.91
631-8-872-230-000	2024 PRIMARY ELECTIO	1,848.06
631-8-886-267-000	CONTRACTUAL SERVICES	1,915.09
635-6-682-375-000	LEASE PURCHASES	13,634.11

Account Summary

Account Number	Account Name	Expense Amount
650-6-684-268-000	HOUSING OF PRISONERS	648.00
	Grand Total:	454,446.68

Project Account Summary

Project Account Key	Expense Amount	
None	454,446.68	
	Grand Total:	454,446.68

A handwritten signature in black ink is written over a rectangular stamp. The signature is highly stylized and cursive. The stamp is mostly illegible but appears to contain some text and possibly a date or time.

Local Budget Adjustment

May 2024

<u>Account</u>	<u>Desc</u>	<u>Amount</u>
401-6-691-247-000	Local BAR- May 2024	(1,000.00)
401-6-691-221-000	Local BAR- May 2024	1,000.00
401-6-691-242-000	Local BAR- May 2024	(1,000.00)
401-6-691-221-000	Local BAR- May 2024	1,000.00
401-6-691-243-000	Local BAR- May 2024	(3,000.00)
401-6-691-221-000	Local BAR- May 2024	3,000.00
401-6-691-225-000	Local BAR- May 2024	(1,000.00)
401-6-691-221-000	Local BAR- May 2024	1,000.00
401-6-691-256-000	Local BAR- May 2024	(600.00)
401-6-691-231-000	Local BAR- May 2024	600.00
401-6-691-256-000	Local BAR- May 2024	(3,000.00)
401-6-691-230-000	Local BAR- May 2024	3,000.00
401-6-692-257-000	Local BAR- May 2024	(15,000.00)
401-6-694-230-000	Local BAR- May 2024	15,000.00
401-6-696-257-000	Local BAR- May 2024	(8,000.00)
401-6-696-230-000	Local BAR- May 2024	8,000.00
401-6-696-225-000	Local BAR- May 2024	(2,000.00)
401-6-696-257-000	Local BAR- May 2024	2,000.00
401-6-699-256-000	Local BAR- May 2024	(5,000.00)
401-6-699-257-000	Local BAR- May 2024	5,000.00
401-6-699-256-000	Local BAR- May 2024	(1,000.00)
401-6-699-230-000	Local BAR- May 2024	1,000.00
401-7-731-339-000	Local BAR- May 2024	(2,500.00)
401-7-731-260-000	Local BAR- May 2024	2,500.00
401-7-751-230-000	Local BAR- May 2024	(10,000.00)
401-7-752-238-000	Local BAR- May 2024	10,000.00
401-7-752-230-000	Local BAR- May 2024	(5,000.00)
401-7-752-238-000	Local BAR- May 2024	5,000.00
401-7-751-251-000	Local BAR- May 2024	(5,500.00)
401-7-752-238-000	Local BAR- May 2024	5,500.00
401-7-752-224-000	Local BAR- May 2024	(3,626.00)
401-7-752-238-000	Local BAR- May 2024	3,626.00
401-7-751-260-000	Local BAR- May 2024	(1,000.00)
401-7-752-238-000	Local BAR- May 2024	1,000.00
401-7-722-104-000	Local BAR- May 2024	(17,419.00)
401-7-721-267-000	Local BAR- May 2024	17,419.00
411-8-814-372-000	Local BAR- May 2024	(25,000.00)
411-8-814-221-000	Local BAR- May 2024	25,000.00
452-8-832-238-000	Local BAR- May 2024	(3,600.00)
452-8-832-221-000	Local BAR- May 2024	3,600.00
452-8-832-260-000	Local BAR- May 2024	(5,200.00)

452-8-832-230-000	Local BAR- May 2024	5,200.00
401-7-722-104-000	Local BAR- May 2024	(4,000.00)
401-7-721-375-000	Local BAR- May 2024	4,000.00
401-7-722-104-000	Local BAR- May 2024	(100.00)
401-7-722-226-000	Local BAR- May 2024	100.00
430-7-753-225-000	Local BAR- May 2024	(717.00)
430-7-753-230-000	Local BAR- May 2024	717.00
430-7-753-225-000	Local BAR- May 2024	(931.00)
430-7-753-231-000	Local BAR- May 2024	931.00
401-7-751-249-000	Local BAR- May 2024	(26,066.00)
401-7-752-238-000	Local BAR- May 2024	26,066.00

MAY 2024 PCARD REPORT

Account	Department	Item Total
401-6-611 Total	Commissioners	\$497.99
401-6-612 Total	County Manager	\$965.66
401-6-613 Total	Human Resources	\$3,293.08
401-6-614 Total	Safety	\$4,931.73
401-6-616 Total	Fire & Emergency Services	\$28.87
401-6-619 Total	Working Capital	\$78,716.81
401-6-621 Total	Public Works	\$1,128.19
401-6-622 Total	Information Technology	\$32,426.85
401-6-624 Total	Planning & Zoning	\$614.90
401-6-625 Total	Purchasing	\$29.03
401-6-631 Total	Finance Dept	\$146.55
401-6-632 Total	Community Development	\$34.03
401-6-641 Total	Detention Administration	\$388.29
401-6-642 Total	Adult Detention	\$5,083.15
401-6-645 Total	Juvenile CCJD	\$230.00
401-6-691 Total	Facility Maintenance	\$3,633.52
401-6-692 Total	Courthouse Maintenance	\$1,011.96
401-6-693 Total	Facility Maint. Health Dept.	\$698.86
401-6-694 Total	Facility Maint. CC Road Dept.	\$895.87
401-6-696 Total	Operating Exp - CCDC	\$5,806.30
401-6-699 Total	St. Mary Complex	\$65.20
401-7-721 Total	Clerk Admin	\$178.38
401-7-722 Total	Clerk Bureau Elec.	\$393.19
401-7-731 Total	Assessor Admin	\$2,270.28
401-7-732 Total	Assessor Appriaisal	\$389.97
401-7-741 Total	Treasurer Dept.	\$865.77
401-7-751 Total	Sheriff Admin	\$2,089.07
401-7-752 Total	Sheriff Patrol & Investigation	\$7,738.21
402-6-651 Total	Road Admin	\$589.41
402-6-652 Total	Road Shop	\$441.86
402-6-653 Total	Road Construction & Maintenance	\$2,153.43
402-6-654 Total	Road Vector Control	\$110.00
407-8-811 Total	Dunken FD	\$200.45
408-8-812 Total	East Grand Plains FD	\$183.50
409-8-813 Total	Penasco FD	\$711.96
410-8-816 Total	Midway FD	\$1,944.19
411-8-814 Total	Berrendo FD	\$11,736.76
411-8-828 Total	Berrendo FD	\$325.98
412-8-815 Total	Sierra FD	\$7,811.34
413-8-818 Total	Rio Felix FD	\$211.69
414-8-819 Total	Fire District #8	\$3,023.38
427-6-638 Total	Indigent	\$449.28
430-7-753 Total	Law Enforcement	\$930.23
432-7-761 Total	DWI	\$1,608.40
452-8-832 Total	Flood Dept.	\$8,193.27

MAY 2024 PCARD REPORT

631-8-872 Total	Other Grant's & Contracts	\$246.21
631-8-886 Total	Other Grant's & Contracts	\$118.22
650-6-684 Total	CCDC Construction Fund	\$18,714.67
670-6-671 Total	Internal Services	\$1,442.88
Grand Total		\$215,698.82

Bids/RFPs/SS/Emergency Procurements

FY24 BIDS

ITB #	Description	Advertise	Open	Project Manager	Status
ITB-24-1	Public Health Office	10/08/23	11/07/23	Mac Rogers	Rejected
ITB-24-1	Public Health Office (Rebid)	11/19/23	12/12/23	Alex Palomino	Terminated
ITB-24-2	PVRCC Renovation	08/13/23	09/12/23	Mac Rogers	Rejected
ITB-24-2	PVRCC Renovation (Rebid)	10/01/23	11/07/23	Alex Palomino	Terminated
ITB-24-3	Court Compliance Remodel	11/12/23	12/12/23	Anabel Barazza	Awarded
ITB-24-4	Bituminous Surface Treatment	09/17/23	10/10/23	Joe West	Awarded
ITB-24-5	County Road 184 Brasher Rd Improve.	03/17/24	04/09/24	Alex Palomino	Awarded
ITB-24-6	Corn Ranch EWP Repair	01/21/24	02/27/24	Brian Houghtalin	Awarded
ITB-24-7	Pine Lodge Rd	05/12/24	05/28/24	Alex Palomino	NOA Pending
ITB-24-8	Vector Chemicals	TBD	TBD	Ana Nieto	Pending docs...

FY24 RFPS

RFP #	Description	Advertise	Open	Project Manager	Status
RFP-24-1	Youth Club 23-ZH9177	08/15/23	09/05/23	Anabel Barraza	Awarded
RFP-24-2	Youth Mentoring Services 23-ZH9178	08/15/23	09/05/23	Anabel Barraza	Awarded

FY24 Sole Source

SS #	Description	Posted	Awarded	Amount
SS-24-1	Tyler Technologies	06/06/23	07/07/23	Est. \$300,000 annually
SS-24-2	WINGS for L.I.F.E	05/22/23	06/23/23	\$28,050.00
SS-24-3	CASA-Gender Specific Program	05/22/23	06/23/23	\$15,840.00
SS-24-4	CASA - Alternative Education Program	05/22/23	06/23/23	\$36,000.00
SS-24-5	CASA - Court Youth Advocacy Program	05/22/23	06/23/23	\$56,000.00
SS-24-6	Jail Management System	07/05/23	07/06/23	\$42,000.00
SS-24-7	Economic Development Corporation	09/19/23	10/20/23	\$150,000 annually
SS-24-8	Firearm Virtual Training System	09/20/23	10/23/23	\$69,500.00
SS-24-9	Courthouse Windows Phase IV	10/26/23	11/27/23	\$290,577.00
SS-24-10	Motorgrader Warranty	12/04/23	01/08/24	\$37,956.00
SS-24-11	EDC - Special Project	12/04/23	01/08/24	\$50,000.00

FY24 Emergency

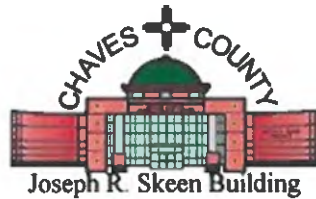
EM #	Description	Contractor	Posted	Amount
EM-24-1	Inmate Medical Services	Roadrunner Health Services	07/18/23	\$1,928,569.00

FY24 Quotes over \$30k

Project Description	Quote 1	Quote 2	Quote 3
Clerk Scanning	Docufree - \$15,400.00	Portable Micro. - \$35,625.67	PDS - \$67,714.15
CCDC Fencing	Circle F Enterprises - \$43,217.06	American Fence - \$95,766.89	Scott's Fencing - \$208,396.00
CCCH Exterior Painting	Al Almond - \$16,992.44	Brockman Painting - \$47,121.49	Fuentes & Sons - \$29,502.28
CCDC KeyWatcher	Morse Watchman - \$32,244.80	KeyWarden - \$36,674.75	Genesis Resource - \$31,180.80

COUNTY MANAGER

Bill Williams
PO Box 1817
Roswell, NM 88202-1817
575-624-6602
FAX 575-624-6631
Email:
bill.williams@chavescounty.gov



COMMISSIONERS

- Dara Dana > District 1
- T. Calder Ezzell Jr. > District 2
- Jeff Bilberry > District 3
- Richard C. Taylor > District 4
- Michael J. Perry > District 5

Chaves County Clerk

Summary Report

05/01/2024-05/31/2024

CLERK FEES (EQUIPMENT)	\$ 4,655.00
GEN CLERK'S FEES	\$ 14,082.50
LIQUOR LICENSE	\$ -
CHILDREN'S TRUST FUND	\$ 510.00
PROBATE	\$ 476.50
PHOTOCOPIES.....	\$ 538.50
GOVT GROSS RECEIPTS TAX	\$ -
TOTAL AMOUNT:	\$20,262.50
TOTAL DOCUMENTS FILED	696
NEW MARRIAGE LICENSES	34
NEW PROBATES	12
NEW SURVEYS	10
NEW PLATS	2
VOTER CHANGES	124
NEW REGISTRANTS	46
REPUBLICANS	17452
DEMOCRATS	8648
LIBERTARIANS	385
OTHER	8079

CCSO Mileage Report
May 2024

Unit #	Year	Make	Model	Assigned to	Mileage Beg.	Mileage End	Total
900	2013	Ford	Taurus	Spare-Damaged County Yard	161,774	161,774	0
901	2016	Ford	F-250 Crew Cab	Spare	135,512	135,512	0
902	2009	Ford	F-150	Serrano, Agustin	197,791	199,071	1280
903	2014	Ford	F-150	Serna, Jimmy	161,488	163,120	1632
904	2005	Ford	F-550 Diesel	Command Post			0
905	2017	Ford	F-150	Spare	109,185	109,185	0
907	2011	Ford	F-250 Crew Cab	Spare-Damaged County Yard	230,916	230,916	0
908	2013	Ford	Taurus	Ramirez, Giovanni	167,616	168,581	965
909	2019	Ford	F-150	Pineda, Anthony	77,246	78,718	1472
910	2014	Ford	F-150 4x4	Spare	132,823	132,823	0
913	2016	Ford	Expedition 4x4	Spare	103,606	103,606	0
915	2008	Dodge	Charger	Spare	109,542	109,542	0
916	2018	Ford	Explorer	Beagles-Clark, Amanda	126,531	126,941	410
917	2018	Ford	Explorer	Pilley, Lissa	95,431	97,757	2326
918	2006	Ford	Van	Transport Van	121,690	121,690	0
922	2018	Ford	Explorer	Spare K-9	104,739	104,739	0
929	2013	Ford	Explorer	Perez, Agustin	99,162	99,602	440
930	2014	Ford	Taurus	Spare	74,004	74,004	0
933	2017	Ford	Explorer	De La Cerda, Nathaniel	151,227	153,868	2641
934	2017	Ford	Explorer	White, John	152,664	154,263	1599
935	2017	Ford	Explorer	Spare-Damaged County Yard	151,157	151,157	0
941	2014	Ford	Taurus	McDowell, Teddy	130,580	131,884	1304
944	2014	Ford	Taurus	Spare-Damaged County Yard	113,629	113,629	0
945	2014	Ford	Taurus	Spare-Damaged County Yard	137,976	137,976	0
946	2014	Ford	Taurus	Leyva, Claudia	159,810	160,855	1045
951	2010	Ford	Crown Victoria	Spare	107,970	107,970	0
955	2013	Ford	Focus	Bell, Sarah	96,675	96,721	46
956	2014	Ford	Taurus	Spare-Damaged County Yard	149,343	149,343	0
957	2014	Ford	Taurus	Spare	149,328	149,328	0
961	2018	Ford	Van	Transport	34,429	35,334	905
962	2015	Dodge	Caravan	Transport-Academy	163,592	164,601	1009
966	2020	Ford	F-150	Ray, Mike	23,107	23,557	450
967	2019	Ford	F-150	Spare-engine issues	89,808	89,808	0
968	2019	Ford	F-150	Dictson, Daniel	46,874	49,893	3,019
969	2019	Ford	F-150	Spare	53,202	53,202	0
970	2019	Ford	F-150	Shaw, Aleina	62,779	65,815	3,036
971	2019	Ford	F-150	Martinez, Joshua	66,568	68,800	2,232
977	2019	Ford	F-150	Silvas, Pedro	113,942	115,351	1409
978	2019	Ford	F-150	Castro, Elijah	66,971	68,157	1186
979	2020	Ford	F-150	Conklin, Benjaman	85,488	88,119	2,631
980	2020	Ford	F-150	Spare-engine issues	62,347	62,347	0
981	2020	Ford	F-150	Cottrell, Matthew	79,944	82,847	2903
982	2020	Ford	F-150	Salas, Lorenzo	94,463	98,122	3,659
983	2020	Ford	F-150	Gomez, Gilbert	81,360	85,478	4,118
985	2020	Dodge	Caravan	Transport	48,423	49,264	841
994	2020	Ford	F-150	Avalos, Jacob	88,368	91,907	3,539
995	2020	Ford	F-150	Cardona, Lorenzo	76,600	80,695	4,095

996	2020	Ford	F-150	spare	79,670	79,670	0
997	2020	Ford	F-150	McKelvey, Josh	73,561	75,329	1,768
999	2001	Ford	F-550 Diesel	Crime Scene Truck	217,877	217,877	0
1000	2021	Chevy	Silverado	Herrington, Mike	17,458	18,551	1,093
1001	2021	Chevy	Silverado	Yslas, Charles	21,782	22,467	685
1002	2021	Chevy	Silverado	Drake, Charles	31,749	33,135	1,386
1003	2019	Chevy	Silverado	Padilla, Olivia	158,900	160,108	1,208
1004	2021	Chevy	Tahoe	Cobos, Isaac	35,077	36,013	936
1005	2017	Ford	Explorer	Hardy, Travis	167,535	168,015	480
1008	2022	Ford	F-150	Sanchez, Jacob	19,978	21,507	1,529
1009	2022	Ford	F-150	Salas, Andres	11,069	12,613	1,544
1010	2022	Ford	F-150	Hohle, Doug	8,975	9,214	239
1011	2023	Dodge	Ram	Parmer, Jeremy	3,834	5,850	2,016
1012	2023	Dodge	Ram	Nava, Isaac	2,511	3,945	1,434
1013	2023	Dodge	Ram	Hendrix, Scott	4,323	6,607	2,284
1014	2017	Ford	F-150	Ramos, Raul	159,426	159,743	317
1015	2017	Ford	Explorer	Delgado, Ricardo	165,486	167,009	1,523
TOTAL:							68634

Sheriff's Office
CHAVES COUNTY

#1 Saint Mary's Place
P.O. Box 1396
Roswell, New Mexico 88203
(575) 624-6500

Mike Herrington, Sheriff

Sheriff's Monthly Statistics Report
May 2024

Total Number of Arrests: 93
Adult: 91
Juvenile: 2

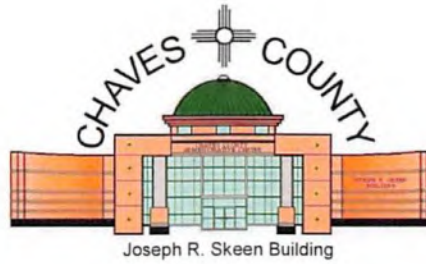
Total Number of DWI's: 15

Total Number of Arrest Citations: 9
Adult: 2
Juvenile: 7

Total Number of Non-Traffic Citations: 0
Total Number of Traffic Citations: 343
Total Number of Warning Traffic Citations: 8

Total Number of Accident Reports: 26

**CHAVES COUNTY
ROAD DEPARTMENT**
1505 East Brasher Road
Roswell, New Mexico 88203
Phone: 575-624-6610
Fax: 575-627-4360



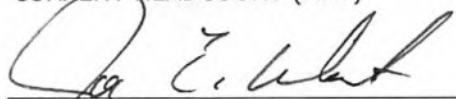
COMMISSIONERS
Dara Dana · District 1
T. Calder Ezzell Jr. · District 2
Jeff Bilberry · District 3
Richard C. Taylor · District 4
Michael Perry · District 5

Road Operations Director
Joe E. West

County Manager
Bill Williams

May 2024

MAN-HOURS	6,326.75	
MANPOWER COST		\$254,186.26
ON-CALL MANPOWER COST		\$1,600.00
MAN-HOURS ON ROAD PROJECTS	5,000.50	
MANPOWER COST ON ROAD PROJECTS		\$204,608.69
MILES BLADED	125.40	
VEHICLE MILEAGE and OFF-ROAD HOURS	4,182.05	
VEHICLE AND EQUIPMENT COSTS		\$158,478.55
GALLONS WATER HAULED	304,875.00	
COST OF CITY WATER		\$1,219.50
COST OF PRIVATE BILLED WATER		\$0.00
MATERIAL USED (cubic yards)		
CHIPS USED ON ROAD PROJECTS	350.00	\$6,842.50
BASE COURSE USED ON ROAD PROJECTS	280.00	\$935.20
COLD MIX USED ON ROAD PROJECTS	38.70	\$3,579.75
FINES USED ON ROAD PROJECTS	0.00	\$0.00
MILLINGS	0.00	\$0.00
PIT RUN USED ON ROAD PROJECTS	0.00	\$0.00
RIP RAP USED ON ROAD PROJECTS	0.00	\$0.00
ROAD OIL		\$52,254.75
DEMURRAGE		\$0.00
GAS (gallons)	1497.10	\$3,987.95
DIESEL (gallons)	4389.90	\$13,315.75
GAS - Dunken (gallons)	155.90	\$418.82
DIESEL - Dunken (gallons)	184.00	\$557.41
COST OF ROADWORK		\$446,198.87
COST OF SOLID WASTE		\$12,381.83
OFFICIAL HEADCOUNT		44
HEADCOUNT ADJUSTMENTS (MAY)		0
HEADCOUNT ADDITIONS (MAY)		2
CURRENT HEADCOUNT (MAY)		34


JOE E. WEST
ROAD OPERATIONS DIRECTOR

**CHAVES COUNTY TREASURER'S OFFICE
DISBURSEMENT REPORT - MAY 2024**

Created Date	Payee	Check #	Amount	Note	Voided	Processed	By
May 03 2024	CARDENAS, HECTOR E; CARDENAS, SAMANTHA	11608	\$4.40	OVERPAYMENT		May 03 2024 03:44:24 PM	kgonzales
May 03 2024	DASH FIVE LLC	11609	\$519.96	OVERPAYMENT		May 03 2024 03:45:08 PM	kgonzales
May 03 2024	CORELOGIC, INC	11610	\$8,743.69	OVERPAYMENT		May 03 2024 03:45:59 PM	kgonzales
May 03 2024	DIAMOND ESCROW CORP	11611	\$283.64	OVERPAYMENT		May 03 2024 03:48:03 PM	kgonzales
May 06 2024	ANITA SALAS RABB	11612	\$51.16	OVERPAYMENT		May 06 2024 04:36:22 PM	kgonzales
May 08 2024	CORELOGIC	11613	\$465.69	OVERPAYMENT		May 08 2024 01:33:35 PM	kgonzales
May 08 2024	LERETA, LLC	11614	\$98.40	OVERPAYMENT		May 08 2024 01:34:11 PM	kgonzales
May 08 2024	PAULA S CAMPBELL	11615	\$48.82	OVERPAYMENT		May 08 2024 01:34:47 PM	kgonzales
May 08 2024	WALKER, BARBARA K	11616	\$200.00	OVERPAYMENT		May 08 2024 03:41:28 PM	kgonzales
May 09 2024	ARTESIA SCHOOLS	11617	\$4,532.16	disbursement from 03/31/2024 to 04/30/2024		May 09 2024 11:42:49 AM	kgonzales
May 09 2024	ARTESIA SCHOOLS	11618	\$555.69	disbursement from 03/31/2024 to 04/30/2024		May 09 2024 11:43:44 AM	kgonzales
May 09 2024	ARTESIA SCHOOLS	11619	\$2,323.82	disbursement from 03/31/2024 to 04/30/2024		May 09 2024 11:44:41 AM	kgonzales
May 09 2024	DEXTER SCHOOLS	11620	\$70,125.26	Grouped Check		May 09 2024 11:45:40 AM	kgonzales
May 09 2024	EASTERN NM UNIVERSITY-ROSWELL	11621	\$106,452.81	disbursement from 03/31/2024 to 04/30/2024		May 09 2024 11:46:30 AM	kgonzales
May 09 2024	ELIDA PUBLIC SCHOOLS #27	11622	\$370.69	Grouped Check		May 09 2024 11:47:50 AM	kgonzales
May 09 2024	ELIDA PUBLIC SCHOOLS #28	11623	\$74.80	Grouped Check		May 09 2024 11:48:45 AM	kgonzales
May 09 2024	HAGERMAN SCHOOLS	11624	\$30,711.57	Grouped Check		May 09 2024 11:49:55 AM	kgonzales
May 09 2024	LAKE ARTHUR SCHOOLS	11625	\$53,767.68	Grouped Check		May 09 2024 11:50:40 AM	kgonzales
May 09 2024	ROSWELL INDEPENDENT SCHOOL DIST.	11626	\$752,168.76	disbursement from 03/31/2024 to 04/30/2024		May 09 2024 11:51:30 AM	kgonzales
May 09 2024	SYDNEY GUTIERREZ MIDDLE SCHOOL	11627	\$3,932.14	disbursement from 03/31/2024 to 04/30/2024		May 09 2024 11:52:09 AM	kgonzales
May 09 2024	CENTRAL VALLEY SOIL & WATER	11628	\$52.77	disbursement from 03/31/2024 to 04/30/2024		May 09 2024 11:52:45 AM	kgonzales
May 09 2024	CHAVES COUNTY SOIL & WATER	11629	\$14,034.93	disbursement from 03/31/2024 to 04/30/2024		May 09 2024 11:53:16 AM	kgonzales
May 09 2024	CITY OF ROSWELL	11630	\$511,356.78	disbursement from 03/31/2024 to 04/30/2024		May 09 2024 11:54:20 AM	kgonzales
May 09 2024	CITY OF ROSWELL	11631	\$520.76	disbursement from 03/31/2024 to 04/30/2024		May 09 2024 11:54:57 AM	kgonzales
May 09 2024	CONSERVANCY	11632	\$328,968.86	disbursement from 03/31/2024 to 04/30/2024		May 09 2024 11:55:43 AM	kgonzales
May 09 2024	COTTONWOOD-WALNUT CREEK S & W	11633	\$53.29	disbursement from 03/31/2024 to 04/30/2024		May 09 2024 11:56:14 AM	kgonzales
May 09 2024	DFA - ADMINISTRATIVE SERVICES	11634	\$157,983.01	Grouped Check		May 09 2024 11:57:16 AM	kgonzales
May 09 2024	HAGERMAN-DEXTER SOIL & WATER	11635	\$1,803.59	disbursement from 03/31/2024 to 04/30/2024		May 09 2024 11:57:56 AM	kgonzales
May 09 2024	NEW MEXICO TAXATION AND REVENUE	11636	\$9,389.98	disbursement from 03/31/2024 to 04/30/2024		May 09 2024 11:58:37 AM	kgonzales
May 09 2024	PENASCO SOIL & WATER	11637	\$341.18	disbursement from 03/31/2024 to 04/30/2024		May 09 2024 11:59:10 AM	kgonzales
May 09 2024	STATE OF NEW MEXICO - CTF	11638	\$435.00	disbursement from 03/31/2024 to 04/30/2024		May 09 2024 12:00:21 PM	kgonzales
May 09 2024	TOWN OF DEXTER	11639	\$1,478.89	disbursement from 03/31/2024 to 04/30/2024		May 09 2024 12:01:21 PM	kgonzales
May 09 2024	TOWN OF HAGERMAN	11640	\$1,313.70	disbursement from 03/31/2024 to 04/30/2024		May 09 2024 12:01:48 PM	kgonzales
May 09 2024	TOWN OF LAKE ARTHUR	11641	\$345.62	disbursement from 03/31/2024 to 04/30/2024		May 09 2024 12:02:16 PM	kgonzales
May 09 2024	CORTEZ PIPELINE COMPANY	11642	\$7,609.96	OVERPAYMENT		May 09 2024 04:13:28 PM	kgonzales
May 10 2024	LERETA, LLC	11643	\$9.39	OVERPAYMENT		May 10 2024 04:15:10 PM	kgonzales
May 14 2024	CORELOGIC TAX SERVICES, LLC	11644	\$161.98	OVERPAYMENT		May 14 2024 11:53:58 AM	kgonzales
May 14 2024	PERALES, LEEANNA	11645	\$111.30	OVERPAYMENT		May 14 2024 11:54:45 AM	kgonzales
May 14 2024	MICHELLE LAWRENCE	11646	\$1.62	OVERPAYMENT		May 14 2024 11:55:35 AM	kgonzales
May 14 2024	NEW MEXICO GAS COMPANY	11647	\$1,527.50	OVERPAYMENT		May 14 2024 02:18:18 PM	kgonzales
May 20 2024	OFFICE OF THE STATE ENGINEER	11648	\$727.04	3RD QTR FY 2024		May 20 2024 11:53:38 AM	kgonzales
May 21 2024	ARENIVAS, ADALBERTO ; ARENIVAS, LUCY G	11649	\$7.70	OVERPAYMENT		May 21 2024 04:49:59 PM	kgonzales
May 23 2024	CHAVES COUNTY DOOR & SUPPLY INC	11650	\$490.60	OVERPAYMENT		May 23 2024 02:19:28 PM	kgonzales
May 31 2024	HERNANDEZ, ANTONIO	11651	\$25.00	OVERPAYMENT		May 31 2024 12:07:00 PM	kgonzales

\$2,074,181.59

**April 2024 Distribution - Taxing Authorities
Refunds/Overpayments**

\$2,053,093.74

\$21,087.85

\$2,074,181.59

Cheryl Ruy
Chief Deputy Treasurer