

## QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

### AGENDA REGULAR SESSION QUAY COUNTY BOARD OF COMMISSIONERS February 24, 2014

#### 9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session February 13, 2014

Approval/Amendment of Agenda

#### Public Comment

#### Ongoing Business - None

#### New Business

- I. **Bryan Rinestine, DWI Grant Coordinator**
  - Request Approval of 2013-2014 Resolution No. 27 Authorizing the Submission of an Application to Participate in the Local DWI Grant and Distribution Program
  - Request Approval of 2014-2015 DWI Grant/Distribution Funding Application
- II. **Janie Hoffman, Quay County Assessor**
  - Annual Assessor's Report
- III. **Larry Moore, Quay County Road Superintendent**
  - Road Update
- IV. **Richard Primrose, Quay County Manager**
  - Request Approval of Bid #2014-03 QCDC HVAC Replacement Award Recommendation to Steel Heating, Cooling and Electric, Inc.
  - Request Approval of Contract with Steel Heating, Cooling & Electric, Inc.
  - Proposal of Professional Services Agreement with Dr. Karen Raburn for Inmate Competency Examinations
  - Proposal of Commission Meeting Schedule for Outlying Communities
  - Correspondence



DOC #CM-00329

03/26/2014 11:04 AM Doc Type: COCOM

Fee (No FieldTag Finance.Total Fees found)

Quay County, NM

Veronica Marez, County Clerk

Pages: 46



**V. INDIGENT CLAIMS BOARD**

- Call Meeting to Order
- Request Approval of Indigent Minutes for the January 27, 2014 Meeting
- Review February Claims Presented by Julie Lafferty
- Adjourn

**VI. Request Approval of Accounts Payable**

**VII. Other Quay County Business That May Arise During Commission Meeting**

**VIII. Request for Closed Executive Session Pursuant to Section 10-15-1(H) 2. The New Mexico Open Meetings Act to Discuss Limited Personnel Matters**

**IX. Any Action That May Arise as a Result of Closed Executive Session**

**Adjourn**

*Lunch- Time and Location to be Announced*

# REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

February 24, 2014

9:00 a.m.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 24th day of February, 2014 at 9:00 a.m. in the Commissioners' Room of the Quay County Courthouse, Tucumcari, New Mexico for the purpose of taking care of any business that may come before them.

## PRESENT & PRESIDING:

Brad Bryant, Chairman  
Sue Dowell, Member  
Mike Cherry, Member  
Richard Primrose, County Manager  
Veronica Marez, County Clerk

## OTHERS PRESENT:

Larry Moore, Quay County Road Superintendent  
Cheryl Simpsons, Quay County Manager's Office  
Janie Hoffman, Quay County Assessor  
Steve Hansen, Quay County Sun  
Russell Braziel, KQAY  
Bryan Rinstine, DWI Grant Coordinator  
Jeane O'Dean, Chief Knowledge Officer of G-Tech  
Donald Adams, Quay County Fire Marshall

The meeting was called to order by Chairman Brad Bryant. Richard Primrose led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes as prepared. MOTION carried with all members voting "aye".

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the agenda with changes moving item 3 to item 1. MOTION carried with all members voting "aye".

PUBLIC COMMENT: Donald Adams, Quay County Fire Marshall attended an Extraction training for 8 hours on Saturday at Ed's Recycling and Quay County Fairground. It was attended by 63 volunteers from 12 departments.

## ONGOING BUSINESS:

## NEW BUSINESS:

Larry Moore, Quay County Road Superintendent presented the following report:

1. Crew's bladed 15.88 miles
2. Crew's finished 4<sup>th</sup> mile on Quay Road R in Nara Visa and material hauled on 4/10 of 5<sup>th</sup> mile.
3. Road Department has blade training tomorrow on new blades.
4. Moore will be attending the RPO meeting in Eagle Nest on Wednesday.
5. Crew's installed 2 cattle guards on Quay Road J.

6. Repaired a cattle guard on Quay Road R.

Bryan Rinstine, DWI Grant Coordinator requested Approval of 2013-2014 Resolution No. 27 Authorizing the Submission of an Application to Participate in the Local DWI Grant and Distribution Program. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve said Resolution. MOTION carried with all members voting "aye". Copy of said Resolution is attached and made a part of these minutes.

Requested Approval of 2014-2015 DWI Grant/Distribution Funding Application. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve said Application. MOTION carried with all members voting "aye". Copy of said Application is attached and made a part of these minutes.

Janie Hoffman, Quay County Assessor gave the Annual Assessor's Report. Copy of said report is attached and made a part of these minutes.

Richard Primrose gave the following County Manager's Report:

1. Requested approval of Bid #2014-03; HVAC replacement for Quay County Detention Center. Award recommendation is to Steel Heating, Cooling and Electric, Inc. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve Bid. MOTION carried with all members voting "aye".
2. Primrose requested approval of Contract with Steel Heating, Cooling & Electric, Inc. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve said Contract. MOTION carried with all members voting "aye". Copy of said Contract is attached and made a part of these minutes.
3. Primrose requested approval of a Proposal of Professional Services Agreement with Dr. Karen Raburn for Inmate Competency Examinations. Commissioners have agreed to table Agreement pending State Certification. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to table said Agreement. MOTION carried with all members voting "aye".
4. Primrose presented proposal of Commission Meeting schedule for outlying Communities. Commissioners agreed on schedule.

#### CORRESPONDENCE:

1. Primrose prepared a letter of support for Relissa Nials and the Quay County Fair Board as they pursue funding to update cooling systems, cages and general maintenance at the Poultry and Rabbit Fair Barn.
2. Capital Outlay has been approved by Legislative and pending Governor signature in the amount of \$186,000 for Quay County Detention Center roof.
3. Primrose presented agenda for NM Interstate Stream Commission meeting in Albuquerque, NM on February 26, 2014. Larry Wallin from Village of Logan will attend.
4. Presented February Gross Receipts report.
5. Primrose and Commissioner Cherry attended the Lesser Prairie Chicken meeting on February 18<sup>th</sup>.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to go into session as the Indigent Claim Board. MOTION carried with all members voting "aye". Time noted 10:10 a.m.

-----INDIGENT CLAIMS BOARD-----

Return to regular session. Time noted 10:15 a.m.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell, to go into executive session pursuant to the Open Meetings Act 10-15-1(H)2. The New Mexico Open Meetings Act to Discuss Limited Personnel Matters. MOTION made with Dowell voting "aye", Cherry voting "aye". Bryant voting "aye". Time noted 10:15am.

-----EXECUTIVE SESSION-----

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell that only pending litigation was discussed during Executive Session and no action was taken. MOTION made with Dowell voting "aye", Cherry voting "aye", Bryant voting "aye".

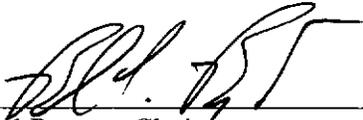
Return to regular session. Time noted 11:00 am.

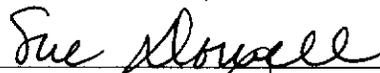
UNDER OTHER BUSINESS: NONE

CHECKS WERE REVIEWED. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the expenditures as presented. MOTION carried with all members voting "aye". A copy of the expenditure report is attached and made a part of these minutes.

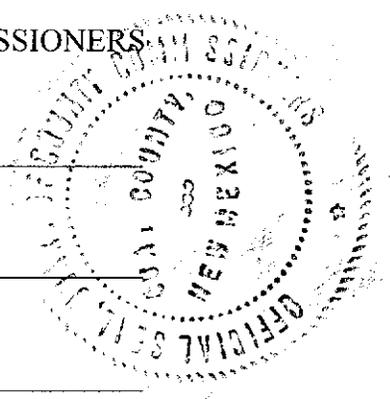
There being no further business, a MOTION was made by Mike Cherry, SECONDED by Sue White to adjourn the regular meeting of the Board of Quay County Commissioners until the next regular meeting set for March 10, 2014, unless sooner called. The Commissioners announced they would be having lunch at Kix and all those in attendance were invited. MOTION carried with all members voting "aye". Time noted 12:00p.m.

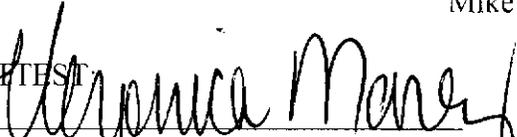
BOARD OF QUAY COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Brad Bryant, Chairman

  
\_\_\_\_\_  
Sue Dowell, Member

  
\_\_\_\_\_  
Mike Cherry, Member



ATTEST:  
  
\_\_\_\_\_  
Veronica Marez, Quay County Clerk

**COUNTY OF Quay**  
Resolution No. 27

2013-2014

**A RESOLUTION**

**AUTHORIZING THE COUNTY TO SUBMIT AN APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION TO PARTICIPATE IN THE LOCAL DWI GRANT AND DISTRIBUTION PROGRAM.**

**WHEREAS**, the Legislature enacted Section 11-6A-1 through 11-6A-6 NMSA 1978 as amended to address the serious problems of Driving While Intoxicated in the State; and

**WHEREAS**, a program is established to make grant and distribution funding available to counties and municipalities for new, innovative or model programs, services or activities to prevent or reduce the incidence domestic abuse related to DWI, DWI, alcoholism and alcohol abuse; and

**WHEREAS**, the county DWI planning council and other governmental entities approval must be received in order to apply for grant and distribution funding; and

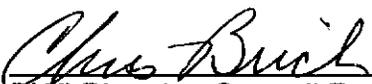
**WHEREAS**, the County along with participating agencies is making application to the Department of Finance and Administration, Local Government Division for program funding.

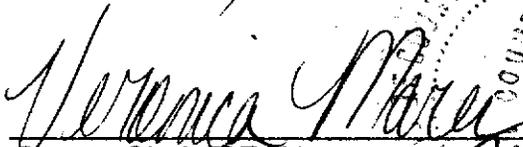
**NOW THEREFORE, BE IT RESOLVED** by the governing body of Quay County that the County Chairperson on behalf of the County and all participating entities is authorized to submit an application for Distribution and Grant \_\_\_\_\_  
(DISTRIBUTION AND/OR GRANT)

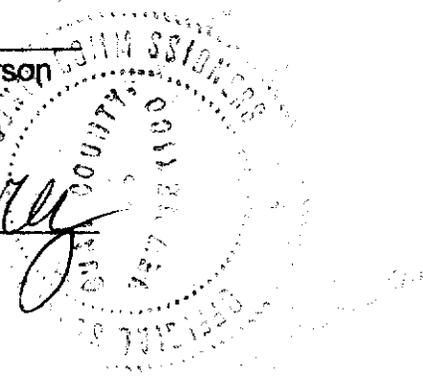
FY15 program funding under the regulations established by the Local Government Division.

**APPROVED AND ADOPTED** by the governing body at its meeting of February 24, 2014.

  
\_\_\_\_\_  
County Commission Chairperson

Attest:  
  
\_\_\_\_\_  
DWI Planning Council Representative

  
\_\_\_\_\_  
County Clerk (SEAL)



**STATEMENT OF ASSURANCES**  
**Local DWI Grant and Distribution Program**  
**Project Year 15: July 1, 2014 – June 30, 2015**

The applicant hereby assures and certifies compliance with the following statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the New Mexico Local DWI Grant and Distribution Program:

1. Compliance with the provisions of the New Mexico Local DWI Grant Program Act, Sections 11-6A-1 through 11-6A-6 NMSA 1978 as amended, the regulations, and the approved LDWI Guidelines.
2. The applicant has the responsibility and legal authority to receive and expend funds as described in the grant and distribution project description, as well as to finance the grantee share (if any) of costs of the project, including all project overruns.
3. Compliance with the State Procurement Code, with the exception of Home Ruled Governments, and submission of all related procurement documents to the Local Government Division for administrative review and approval, prior to execution, including, but not limited to: requests for professional services (RFPs); advertisements; minutes of pertinent meetings; contract selection and award criteria. All project-related services, activities or programs done through a service provider must be implemented through a professional services contract. Any project-related contract, subcontract, or agreement and related amendments, providing services to the grant or distribution program, must be submitted for administrative review by the Division prior to execution.
4. Adherence to all financial, accounting, and reporting requirements of the Department of Finance and Administration. Distribution programs will include with each quarterly narrative progress report the Grant Fund Agreement Exhibit F, The Local DWI Distribution Program Financial Status Report. Grant programs will include with each quarterly narrative progress report the Local DWI Program Request for Payment/Financial Status Report, Exhibit D. The said reports shall contain narrative and/or bulleted highlights of accomplishments and/or problems and delays encountered to date, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the Managerial Data Set, Planning Council meeting agendas and minutes, and such other information following the objectives of the county's evaluation as may be of assistance to the Division in its evaluation.
5. Compliance with the requirement to not budget, nor expend, any of the grant amount awarded or the amount distributed for **indirect administrative costs** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall document all direct program administrative expenditures and in-kind/match administrative expenditures.

6. Compliance with the requirement to not budget, nor expend, greater than **ten percent** of the grant amount awarded or the amount distributed for **capital outlay** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall specify all capital outlay expenditures. **The ten percent cap for capital outlay does not exist with detoxification funding grants.**
7. Compliance with all required reports, including but not limited to: the first quarter narrative and fiscal reports due on the last working day of October; the second quarter narrative and fiscal reports due on the last working day of January; and the third quarter narrative and fiscal reports due on the last working day of April; the fourth and the final quarter narrative and fiscal reports for the fiscal year due the 15<sup>th</sup> of July; required screening, treatment, and compliance monitoring protocols; required evaluation plans; required fiscal reports; required screening and tracking managerial data reports; and required annual reports.
8. Compliance with the current Local DWI Grant Program Screening Guidelines. To avoid any conflict of interest, or appearance of conflict of interest, screeners should not be affiliated with any contracted treatment agency. Clients will be given options for treatment and will not be *mandated* to treatment with the same agency that does the screening.
9. If applicable to the applicant, compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Department of Health and Human Services regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
10. Any distribution program under run amount for the fiscal year must be returned to the Local DWI Grant Fund by September 30 of the following fiscal year. Failure to remit an under run to the Local DWI Grant Fund will cause suspension of grant reimbursements and/or future distributions until the remittance is made.
11. Grant program under runs revert to the Local DWI Grant Fund.
12. Compliance with all applicable conditions and requirements prescribed by the Division in relation to receipt/accountability of state General Funds.
13. The grant applicant will follow the scope of work for the grant program, as negotiated with the Local Government Division, and in accordance with the local planning council's approved plan. The applicant will submit any proposed modifications/amendments to the scope of work to the Division for its approval, prior to execution.
14. The distribution program applicant will follow the local planning council's application as approved by DWI Grant Council in the application review process. The applicant Quay County

will submit any proposed modifications/amendments to this proposal to the Division for its written approval, prior to execution of changes to programs.

15. Compliance with conflict of interest prohibitions whereby no member, officer, or employee of the grant or the distribution program, or its designee or agents, no voting member of the local planning council or of the governing body of the locality in which the program is situated, and no other public official of such locality 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 subcontract for work to be performed in the program. The grant and/or the distribution program shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of these stated provisions.
16. Compliance with the maintenance of records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the grant or distribution agreement period, the purpose of undertaking for which such funds were used and the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of all the conditions of the grant agreement and the distribution program administrative guidelines.
17. The applicant will provide access to authorized State officials and representatives of all books, accounts, records, reports, files, and other papers, things, or property pertaining to the project in order to make audits, examinations, excerpts and transcripts.
18. The applicant will provide DFA's auditor and evaluator timely access to all program records and information. Additionally, the applicant will assure that records of subcontractors working for the applicant are retained and made available to DFA's auditor and evaluator.

Brad Bryant

County Commission Chairperson (or Municipal Mayor)

(Please Type)

Signature

Date

2/24/2014

## MEMORANDUM OF UNDERSTANDING

The County/City of Quay DWI Program (hereinafter referred to as the "Program") and the New Mexico Department of Finance and Administration/Local Government Division/Driving While Intoxicated Program (hereinafter referred to as "Agency") hereby exchange the following assurances and enter into the following Memorandum of Understanding (MOU):

The Agency assures:

1. That Agency is in full compliance with the provisions concerning research activities in Section 2.52 of the Federal Confidentiality of Alcohol & Drug Abuse Patient Records regulations, 42 CFR Part 2, including Section 2.16.
2. That client identifying information will not be re-disclosed except back to the Program from which the information was obtained, or according to the terms of this MOU.
3. That in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, the Agency acknowledges it is bound by the provisions of the Federal Confidentiality of Alcohol and Drug Abuse Patient Records regulations, 42 CFR Part 2.
4. That the Agency shall undertake to resist any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the Federal Confidentiality of Alcohol & Drug Abuse Patient Records regulations, 42 CFR Part 2.
5. That the Agency is not a "covered entity" as defined by the Department of Health and Human Services Regulations entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA); (the HIPAA Regulations).
6. That the Agency shall never possess treatment or maintain any "individually identifiable health information" or transmit "protected health information" as defined by the HIPAA Regulations and in the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

The Program agrees to:

1. Upon request, provide the Agency or other parties authorized with client records for those clients provided services through the Local Government

Division DWI Grant Program, for the purpose of conducting outcome monitoring research activities, and evaluation of LDWI Program interventions.

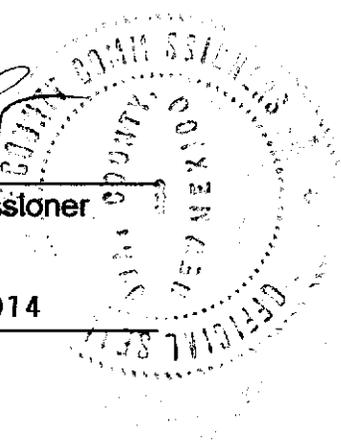
2. If applicable, comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and the Department of Health and Human Services Regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
3. Report or transmit data to the Agency that deletes and contains no "individually identifiable health information" or "protected health information" as defined by the HIPAA Regulations and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Wayne Sowell, Director  
Department of Finance & Administration  
Local Government Division  
DWI Program  
Bataan Memorial Building, Suite 203  
Santa Fe, New Mexico 87501

  
\_\_\_\_\_  
County Commissioner

2/24/2014  
\_\_\_\_\_  
Date



## **DOH ASSURANCES AND COOPERATIVE AGREEMENT**

The Quay County/City DWI Program referred to as the "Program" and the New Mexico Department of Health (DOH), Epidemiology and Response Division hereby receives the following assurances and enters into the following cooperative agreement, to carry out the requirements of the evaluation MOU between DOH and DFA:

The DOH:

1. Acknowledges that it is in full compliance with the provisions concerning research activities in Section 2.52 of Federal confidentiality regulations, 42 CFR Part 2, including:
  - a. That a research protocol is maintained in accordance with the security requirements of § 2.16 of 42 CFR Part 2; and
  - b. That client identifying information will not be re-disclosed except back to the Program from which the information was obtained; and no individual client will be identified in any report resulting from any epidemiologic research; and
  - c. That the Epidemiology and Response Division has provided a satisfactory written statement that a group of three or more individuals who are independent of the research project has reviewed the protocol and determined that:
    - (i) The rights and welfare of clients will be adequately protected; and
    - (ii) The risks in disclosing client identifying information are outweighed by the potential benefits of the research.
2. Acknowledges that in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, the Epidemiology and Response Division is fully bound by the provisions of the Federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2: and
3. Undertakes to resist in judicial proceedings any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the Federal confidentiality regulations, 42 CFR Part 2.

The Program:

1. Agrees to allow the Epidemiology and Response Division access to client records from the web based client screening and tracking system for those

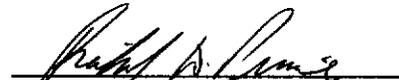
clients provided services through the Local Government Division DWI Grant Program, for the purpose of conducting outcome monitoring research activities.

This agreement will become effective on July 1, 2014.

This agreement will expire on June 30, 2015.

---

Michael Landen, MD, MPH,  
State Epidemiologist and  
Director Epidemiology and Response Division  
New Mexico Department of Health  
Harold Runnels Building  
1190 St. Francis Drive  
Santa Fe, NM 87502



---

County Manager or other  
authorized official

# Memorandum

**To:** Quay County Commissioners  
**From:** Janie Hoffman, Quay County Assessor  
**Date:** February 24, 2014  
**Re:** Quay County Assessor's Annual Report

---

Pursuant to section 7-31-16 (E) NMSA 1978 Annotated Property Tax Code, the following report concerning assessments and property valuations for the tax year 2002, is submitted to the Quay County Board of Commissioners. (Copy sent to Property Tax Division.)

|                                |                   |
|--------------------------------|-------------------|
| Additions Residential          | 2,148,304         |
| Additions Non-residential      | 1,058,614         |
| Deletions Residential          | 17,615,777        |
| Deletions Non-Residential      | 261,789           |
| Manufactured Housing Additions | 250,403           |
| Manufactured Housing Deletions | <u>172,486</u>    |
| <b>Total additions</b>         | <b>3,457,321</b>  |
| <b>Total deletions</b>         | <b>18,050,052</b> |

This will be an decrease over last year's assessed values. If you have any questions concerning this matter, we will be glad to answer them.

Thank you!

Janie Hoffman, Quay County Assessor

**Grant/Distribution Funding Application Cover Sheet  
Local DWI Grant Program  
Local Government Division - DFA**

County: Quay

Application No. \_\_\_\_\_ Date: \_\_\_\_\_  
(Office Only) (of Application)

**Contact Person or Project Director:**  
Name: Bryan Rinestine  
Address: PO Box 1011  
City, Zip: Tucumcari, NM 88401  
Telephone: 575-461-6096  
E-Mail: quaydwi@plateautel.net  
Fax: 575-461-0645

**Fiscal Agent:**  
Name: Quay County  
Contact Person: Richard Primrose  
Mailing Address: PO Box 1246  
City, Zip: Tucumcari, NM 88401  
Telephone: 575-461-2112  
E-Mail: richard.primrose@quaycc  
Fax: 575-461-6208

**Categories of Program Areas to be Addressed by Proposed Project**

[Indicate amounts budgeted for each program area.]

|                   | <u>Grant</u>               | <u>Distribution</u>           | <u>Component Total</u>       |
|-------------------|----------------------------|-------------------------------|------------------------------|
| Prevention:       | <u>16,150.00</u>           | <u>23,913.00</u>              | <u>40,063.00</u>             |
| Enforcement       | _____                      | _____                         | -                            |
| Screening         | _____                      | _____                         | -                            |
| Domestic Abuse    | _____                      | _____                         | -                            |
| Treatment         | _____                      | _____                         | -                            |
| Compl. Mtr./track | _____                      | <u>37,802.00</u>              | <u>37,802.00</u>             |
| Coord/Plan& Eval. | _____                      | <u>15,398.00</u>              | <u>15,398.00</u>             |
| Alt. Sentencing   | _____                      | _____                         | -                            |
| <b>Total</b>      | <u><u>16,150.00</u></u>    | <u><u>77,113.00</u></u>       | <u><u>93,263.00</u></u>      |
|                   | <b>Total Grant Request</b> | <b>Total Distrib. Request</b> | <b>Total Program Request</b> |

**Certification:**

The attached resolution adopted by the governing body of Quay on 2/24/2014  
(Applicant) (Date)  
authorizes the applicant to file this application for assistance from the State of New Mexico.

To the best of my knowledge, the information presented in this application is true and correct.

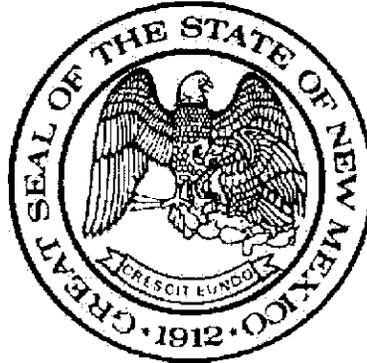
\_\_\_\_\_  
Signature of County Commission Chairperson or Mayor



# AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT FORMS - LUMP SUM PRICE OR UNIT PRICE  
Section 00510

Contract No. \_\_\_\_\_



Distribution to:

- Owner
- Contractor
- Architect/Engineer
- Finance Dept.
- CDBG Project Manager

[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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the parties as follows:

**THE OWNER:**

Quay County  
P. O. Box 1246  
Tucumcari, NM 88401

Telephone: 575-461-2112  
Fax: 575-461-6208

E-mail :  
Richard.primrose@quaycounty-nm.gov

**THE CONTRACTOR:**

Steel Heating, Cooling & Electric  
P. O. Box 715  
Tucumcari, NM 88401

Telephone: 575-461-3164  
Fax: 575-461-7981  
E-mail address:

For the following Project: Quay County Detention Facility – HVAC Replacement Project

Project Number: 2014-03

**ARCHITECT/ENGINEER OF RECORD:**

ARSED Engineering Group LLC  
4700 Lincoln Road NE  
Albuquerque, NM 87109  
Telephone: 505-761-3100  
Fax: 505-761-3105  
E-mail address: arsed@arsedengr.com

## RECITALS

WHEREAS, Quay County

(insert funding authority); 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 February 24, 2014;

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
- Contractor Certification Concerning Labor Standards and Prevailing Wage Requirements, Form 1421
- Subcontractor Certification Concerning Labor Standards and prevailing Wage Requirements Form 1422
- 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:

Detention Center HVAC Replacement

### 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 Sixty (60) 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 Five Hundred Dollars (\$500.00) 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 Eighty-Nine Thousand, Five Hundred Dollars Dollars (\$ 89,500.00 ).

4.2 The Contract sum is determined as follows:

|                       |                     |
|-----------------------|---------------------|
| Base Bid              | \$ <u>66,313.83</u> |
| Alternatives (if any) | \$ <u>16,460.71</u> |
| NM GRT @ 8.125 %      | \$ <u>6,725.46</u>  |
| Contract Sum          | \$ <u>89,500.00</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 5<sup>th</sup> day of the month as follows:

5.2 Not later than twenty-one (21) 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).

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-43        |
| Performance Bond                       | 4A-49        |
| Labor and Material Payment Bond        | 4A-51        |
| Agent's Affidavit                      | 4A-27/55     |
| Certificate of Insurance               | 4A-41        |

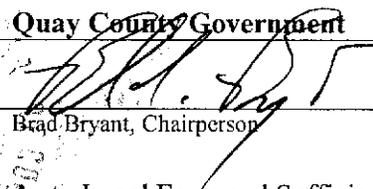
|   |       |
|---|-------|
| Assignment of Antitrust Claims  | 4A-59 |
| Table A Subcontracts Breakdown  | 4A-   |
| Table B Estimated Project Workforce Breakdown   | 4A-   |
| Contractor Certification Concerning Labor Standards and Prevailing Wage Requirements, Form 1421   | 4A-   |
| Subcontractor Certification Concerning Labor Standards and prevailing Wage Requirements Form 1422 | 4A-   |
| General Conditions  | 4A-63 |
| Supplementary Conditions  | 4A-75 |
| Technical Specifications - Division 1-1   |       |

Approved by the Governing Body at its meeting of Quay County Commissioners

Feb. 24

, 2014

**OWNER:** Quay County Government

  
Brad Bryant, Chairperson

Date: \_\_\_\_\_

Reviewed:

As to Legal Form and Sufficiency

By: Tim Rose  
Title: District Attorney

Date: \_\_\_\_\_

As to Budget Sufficiency

By: \_\_\_\_\_  
Title: Richard Primrose  
County Manager

Date: \_\_\_\_\_

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

**CONTRACTOR:** Steel Heating, Cooling & Electric, Inc.

By: \_\_\_\_\_  
Title: Frank Gillard  
President

Date: \_\_\_\_\_

Federal Tax ID N°: 85-0475709

State Tax ID N°: 02-460501-008

**AGENCY CONCURRENCE:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNMENT OF ANTITRUST CLAIMS**

(To be executed by Suppliers, Subcontractors, and Sub-Subcontractors of Contractors)

BONDS, CERTIFICATES, AND NOTICES  
Section 00661

**This Form Must Be Submitted  
Within 10 Days of Bid Award**

Project: \_\_\_\_\_ Project Number: \_\_\_\_\_

\_\_\_\_\_ agrees that any and all claims which it may have or may inure to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to the Owner, but only to the extent that such overcharges are passed on to the Owner.

It is agreed that the undersigned retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the Owner, including the right to any treble damages attributable thereto.

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Signed by Individual Empowered to Obligate Supplier,  
Subcontractor, or Sub-Subcontractor

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# CERTIFICATE OF OWNER'S ATTORNEY

BONDS, CERTIFICATES, AND NOTICES  
Section 00670

I, the undersigned, \_\_\_\_\_, the duly authorized and acting  
legal representative of the (municipality/county) of \_\_\_\_\_  
do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligation upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone N<sup>o</sup>. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_



**TABLE B  
ESTIMATED PROJECT WORKFORCE BREAKDOWN**

| Column 1                        | Column 2                  | Column 3   | Column 4                                | Column 5                                  |
|---------------------------------|---------------------------|--|---|---|
| Job Category                    | Total Estimated Positions | Number Positions Currently Occupied by Permanent Employees | Number Positions Not Currently Occupied | Number Positions to be filled with LIPAR* |
| Officers/Supervisors            |                           |  |   |   |
| Professionals                   |                           |  |   |   |
| Technicians                     |                           |  |   |   |
| Housing Sales/Rental Management |                           |  |   |   |
| Office Clerical                 |                           |  |   |   |
| Service Workers                 |                           |  |   |   |
| Others                          |                           |  |   |   |
| <b>TRADE:</b>                   |                           |  |   |   |
| Journeyman                      |                           |  |   |   |
| Helpers                         |                           |  |   |   |
| Apprentices                     |                           |  |   |   |
| Maximum Number of Trainees      |                           |  |   |   |
| Others                          |                           |  |   |   |
| <b>TRADE:</b>                   |                           |  |   |   |
| Journeyman                      |                           |  |   |   |
| Helpers                         |                           |  |   |   |
| Apprentices                     |                           |  |   |   |
| Maximum Number of Trainees      |                           |  |   |   |
| Others                          |                           |  |   |   |

\*Lower Income Project Area Residents. Individuals residing within the Municipality/County of \_\_\_\_\_ whose family income does not exceed 80% of the median income of the State.

\_\_\_\_\_  
Company

**CONTRACTOR'S CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

To (Appropriate Recipient):

Date

c/o

Project Number (if any)

Project Name

1. The undersigned, having executed a contract with \_\_\_\_\_ for the construction of the above-identified project, acknowledges that:
- (a) The Labor Standards provisions are included in the aforesaid contract;
  - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

**2. He certifies that:**

- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

**4. He certifies that:**

- (a) The legal name and the business address of the undersigned are:

<  
<  
<

- (b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP

(3) A CORPORATION ORGANIZED IN THE

STATE OF \_\_\_\_\_

<

(2) A PARTNERSHIP

(4) OTHER ORGANIZATION (Describe)

- (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME

TITLE

ADDRESS

<  
<  
<

- (d) The names and addresses of all other persons, both natural and Corporate, having a substantial interest in the undersigned, and the nature of the interest are (If none, so state):

| NAME | ADDRESS | NATURE OF INTEREST |
|------|---------|--------------------|
| <    |         |                    |
| <    |         |                    |
| <    |         |                    |
| <    |         |                    |

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are *(if none, so state)*:

| NAME | ADDRESS | TRADE CLASSIFICATION |
|------|---------|----------------------|
| <    |         |                      |
| <    |         |                      |
| <    |         |                      |
| <    |         |                      |

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

By \_\_\_\_\_

**WARNING**

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**SUBCONTRACTOR'S CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

To (Appropriate Recipient):

Date

c/o

Project Number (If any)

Project Name

1. The undersigned, having executed a contract with \_\_\_\_\_  
(Contractor or Subcontractor)

for \_\_\_\_\_  
(Nature of work)

\_\_\_\_\_ in the amount of \$ \_\_\_\_\_, in the construction of the above-identified project, certifies that:

(a) The Labor Standards Provisions of the Contract for Construction are included in the aforesaid contract;

(b) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).

(c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the lower tier subcontractor, in duplicate.

(a) The workmen will report for duty on or about \_\_\_\_\_  
Date

**3. He certifies that:**

(a) The legal name and the business address of the undersigned are:

<  
<  
<

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP

(3) A CORPORATION ORGANIZED IN THE  
STATE OF \_\_\_\_\_

<

(2) A PARTNERSHIP

(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME

TITLE

ADDRESS

<  
<  
<

HUD-1422 (6-75)

(d) The names and addresses of all other persons, both natural and Corporate, having a substantial

**SUBCONTRACTOR'S CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

To (Appropriate Recipient):

Date

c/o

Project Number (If any)

Project Name

1. The undersigned, having executed a contract with \_\_\_\_\_  
(Contractor or Subcontractor)

\_\_\_\_\_ for \_\_\_\_\_  
(Nature of work)

\_\_\_\_\_ in the amount of \$ \_\_\_\_\_, in the construction of the above-identified project, certifies that:

(a) The Labor Standards Provisions of the Contract for Construction are included in the aforesaid contract;

(b) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).

(c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the lower tier subcontractor, in duplicate.

(a) The workmen will report for duty on or about \_\_\_\_\_  
Date

**3. He certifies that:**

(a) The legal name and the business address of the undersigned are:

<  
<  
<

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP

(3) A CORPORATION ORGANIZED IN THE

STATE OF \_\_\_\_\_

<

(2) A PARTNERSHIP

(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME

TITLE

ADDRESS

<  
<  
<

HUD-1422 (6-75)

(d) The names and addresses of all other persons, both natural and Corporate, having a substantial

Quay County Detention Facility -HVAC Replacement : Wage Decision # QU-14-0092 B  
 Quay County Detention Center Rooftop Unit replacement

**Type "B" - GENERAL BUILDING Effective January 1, 2014**

| Trade Classification                     | Base Rate | Fringe Rate | Apprenticeship | Subsistence & Incentive Rates |
|--|-----------|-------------|----------------|-------------------------------|
| Asbestos Worker - Heat & Frost Insulator | 27.35     | 10.23       | \$0.20         |                               |
| Boilermaker                              | 18.40     | 3.78        | \$0.20         |                               |
| Bricklayer/Blocklayer/Stonemason         | 22.85     | 6.00        | \$0.74         |                               |
| Carpenter/Lather                         | 20.86     | 6.25        | \$0.36         |                               |
| Cement Mason                             | 17.72     | 7.45        | \$0.34         |                               |
| <b>Electricians</b>                      |           |             |                |                               |
| <b>Outside Classifications</b>           |           |             |                |                               |
| Groundman                                | 22.32     | 8.62        | \$0.36         |                               |
| Equipment Operator                       | 25.14     | 8.62        | \$0.36         |                               |
| Lineman/Tech                             | 25.73     | 8.62        | \$0.36         |                               |
| Cable Splicer                            | 26.91     | 8.62        | \$0.36         |                               |
| <b>Inside Classifications</b>            |           |             |                |                               |
| Wireman/Technician                       | 27.80     | 8.06        | \$0.37         | Refer to Note 1               |
| Cable Splicer                            | 29.53     | 8.06        | \$0.37         |                               |
| <b>Sound Classifications</b>             |           |             |                |                               |
| Installer                                | 23.39     | 8.31        | \$0.24         |                               |
| Technician                               | 24.94     | 8.31        | \$0.24         |                               |
| Soundman                                 | 27.01     | 8.31        | \$0.24         |                               |
| Elevator Constructor                     | 33.61     | 14.99       | \$0.24         |                               |
| Elevator Constructor Helper              | 15.55     | 3.56        | \$0.25         |                               |
| Glazier                                  | 20.15     | 4.15        | \$0.35         |                               |
| Ironworker                               | 25.00     | 10.00       | \$0.53         | Refer to Note 2               |
| Painter (Brush/Roller/Spray)             | 16.60     | 3.88        | \$0.36         |                               |
| Paper Hanger                             | 19.71     | 8.42        | \$0.35         |                               |
| Drywall Finisher/Taper                   | 19.64     | 3.91        | \$0.34         |                               |
| Plasterer                                | 18.65     | 7.15        | \$0.35         |                               |
| Plumber/Pipefitter                       | 28.30     | 11.00       | \$0.63         | Refer to Note 3               |
| Roofer                                   | 15.18     | 0.50        | \$0.54         |                               |
| Sheetmetal Worker                        | 26.56     | 13.41       | \$0.45         | Refer to Note 4               |
| Soft Floor Layer                         | 20.74     | 4.40        | \$0.35         |                               |
| Sprinkler Fitter                         | 24.41     | 11.27       | \$0.28         |                               |
| Tile Setter                              | 14.80     | 1.20        | \$0.00         |                               |
| Tile Setter Helper                       | 13.00     | 1.02        | \$0.00         |                               |
| <b>Laborers</b>                          |           |             |                |                               |
| Group I                                  | 15.04     | 4.25        | \$0.27         |                               |
| Group II                                 | 15.61     | 4.25        | \$0.27         |                               |
| Group III                                | 15.91     | 4.25        | \$0.27         |                               |
| Group IV                                 | 16.01     | 4.25        | \$0.27         |                               |
| Group V                                  | 16.21     | 4.25        | \$0.27         |                               |
| Group VI                                 | 16.36     | 4.25        | \$0.27         |                               |
| <b>Operators</b>                         |           |             |                |                               |
| Group I                                  | 28.03     | 5.16        | \$0.50         |                               |
| Group II                                 | 29.07     | 5.16        | \$0.50         |                               |
| Group III                                | 29.15     | 5.16        | \$0.50         |                               |
| Group IV                                 | 29.21     | 5.16        | \$0.50         |                               |
| Group V                                  | 29.27     | 5.16        | \$0.50         |                               |
| Group VI                                 | 29.37     | 5.16        | \$0.50         |                               |
| Group VII                                | 29.47     | 5.16        | \$0.50         |                               |
| Group VIII                               | 30.55     | 5.16        | \$0.50         |                               |
| <b>Truck Drivers</b>                     |           |             |                |                               |
| Group I                                  | 20.56     | 5.34        | \$0.55         |                               |
| Group II                                 | 20.68     | 5.34        | \$0.55         |                               |
| Group III                                | 20.76     | 5.34        | \$0.55         |                               |
| Group IV                                 | 20.88     | 5.34        | \$0.55         |                               |
| Group V                                  | 20.93     | 5.34        | \$0.55         |                               |
| Group VI                                 | 21.03     | 5.34        | \$0.55         |                               |
| Group VII                                | 21.13     | 5.34        | \$0.55         |                               |
| Group VIII                               | 21.27     | 5.34        | \$0.55         |                               |
| Group IX                                 | 21.42     | 5.34        | \$0.55         |                               |

**NOTE: SUBSISTENCE AND INCENTIVE RATES BY TRADE & LOCATION**

#1 - Inside Electricians working at a Los Alamos County job site get \$4.10/hr. subsistence pay plus base/fringe. Inside Electricians working at a Lea Co. job site get \$75.00/day subsistence pay plus base/fringe.

#2 - Ironworkers working on projects 50+ miles over the most direct regularly traveled route from Albuquerque, or the employee's home, whichever is closer, shall be paid \$5.00/hr. subsistence plus base/fringe. The "Big I" Interchange in Albuquerque, or the employee's home, respectively shall be used as basing points. The current State of New Mexico Official Highway Map shall be the reference for routes and distances. All of Santa Fe County shall be \$5.00/hr subsistence area.

#3 - Plumbers/Pipefitters working at a Los Alamos County job site get \$.80/hr. incentive pay plus base/fringe.

#4 - Sheet Metal Workers working at a Los Alamos County job site get \$2.00/hr. incentive pay plus base/fringe.  
 #4 - Sheet Metal Workers living 60+ miles from a San Juan County job site get \$3.00/hr. subsistence pay plus base/fringe. Sheet Metal Workers working 90+ miles from Contractors Homebase & employees home get \$50.00/day subsistence pay plus base/fringe regardless of county.

# REPLACEMENT ROOFTOP UNIT SCHEDULE

| SYMBOL | AREA SERVED                          | MFG'R<br>or<br>EQUAL | MODEL    | SEER | NOM<br>TONS | SUPPLY<br>AIR<br>CFM | ESP<br>(IN.<br>W.C.) | COOLING CAPACITY @95°F |          |          |          |              | INPUT<br>HEATING<br>CAPACITY<br>BTUH | MOTOR<br>OPER<br>POWER<br>BHP | ELECTRICAL   |          | WGHT<br>(LBS) |             |
|--------|--------------------------------------|----------------------|----------|------|-------------|----------------------|----------------------|------------------------|----------|----------|----------|--------------|--------------------------------------|-------------------------------|--------------|----------|---------------|-------------|
|        |                                      |                      |          |      |             |                      |                      | ENTERING               |          | LEAVING  |          | TOTAL<br>MBh |                                      |                               | SENS.<br>MBh | VOLTAGE  |               | UNIT<br>MCA |
|        |                                      |                      |          |      |             |                      |                      | db<br>°F               | wb<br>°F | db<br>°F | wb<br>°F |              |                                      |                               |              |          |               |             |
| RTU-1  | JUVENILE STAFF<br>NORTH EAST BLDG    | CARRIER              | 48EZ-A30 | 13.5 | 2.5         | 1000                 | 0.50                 | 86.5                   | 62.0     | 58.0     | 57.75    | 27.11        | 23.12                                | 60                            | 0.5          | 208/1/60 | 25.3          | 600         |
| RTU-2  | TOWER/ISOLATION<br>SOUTH WEST BLDG   | CARRIER              | 48EZ-A30 | 13.5 | 2.5         | 1000                 | 0.50                 | 86.5                   | 62.0     | 58.0     | 57.75    | 27.11        | 23.12                                | 60                            | 0.5          | 208/1/60 | 25.3          | 600         |
| RTU-3  | OFFICE/LOBBY<br>SOUTH EAST BLDG      | CARRIER              | 48EZ-A36 | 13.5 | 3.0         | 1200                 | 0.50                 | 86.5                   | 62.0     | 58.0     | 57.75    | 32.53        | 25.72                                | 60                            | 0.5          | 208/1/60 | 31.3          | 600         |
| RTU-4  | ISOLATION/HALL<br>SOUTH EAST BLDG    | CARRIER              | 48EZ-A30 | 13.5 | 2.5         | 1000                 | 0.50                 | 86.5                   | 62.0     | 58.0     | 57.75    | 27.11        | 23.12                                | 60                            | 0.5          | 208/1/60 | 25.3          | 600         |
| RTU-5  | BOOKING/DISPATCH/<br>SOUTH EAST BLDG | CARRIER              | 48EZ-A30 | 13.5 | 2.5         | 1000                 | 0.50                 | 86.5                   | 62.0     | 58.0     | 57.75    | 27.11        | 23.12                                | 60                            | 0.5          | 208/1/60 | 25.3          | 600         |

- MISCELLANEOUS ITEMS TO BE FURNISHED BY MECHANICAL CONTRACTOR:
- |   |  |  |  |
|---|--|--|--|
| <input checked="" type="checkbox"/> MANUFACTURER CURB                 | <input checked="" type="checkbox"/> LOW VOLTAGE TRANSFORMER  | <input checked="" type="checkbox"/> BELT GUARDS      | <input type="checkbox"/> CRANKCASE HEATERS               |
| <input checked="" type="checkbox"/> SECURITY BARS AT ROOF PENETRATION | <input checked="" type="checkbox"/> MANUFACTURER'S ECONOMIZER CONTROLS                                       | <input checked="" type="checkbox"/> HAIL GUARDS      | <input checked="" type="checkbox"/> LOW AMBIENT CONTROLS |
| <input checked="" type="checkbox"/> FAN AND MOTOR ISOLATORS           | <input checked="" type="checkbox"/> SMOKE DETECTOR ALL UNITS (>=2000CFM)                                     | <input checked="" type="checkbox"/> LOW LEAK DAMPERS | <input checked="" type="checkbox"/> ECONOMIZER SECTION   |
| <input checked="" type="checkbox"/> FILTERS                           | <input checked="" type="checkbox"/> PROGRAMMABLE THERMOSTAT WITH FAN "ON-AUTO" AND SYSTEM FLOW COOL-OFF-AUTO | <input checked="" type="checkbox"/> FUSED DISCONNECT | <input checked="" type="checkbox"/> R-410a REFRIGERANT   |
| <input checked="" type="checkbox"/> NATURAL GAS HEATING               |  |  |  |

## 100% OUTSIDE MAKE-UP AIR UNIT

| SYMBOL | MANUFACTURER | MODEL  | CFM  | ESP    | HEATING<br>INPUT<br>BTUH | COOLING<br>CAPACITY<br>BTUH | SA FAN<br>HP | FAN VOLTAGE   | UNIT<br>WEIGHT | COMMENTS |
|--------|--------------|--------|------|--------|--------------------------|-----------------------------|--------------|---------------|----------------|----------|
| OAU-1  | MODINE       | HDP350 | 2828 | 0.5"WC | 350,000                  | EVAPORATIVE                 | 1-1/2        | 208V/1PH/60HZ | 2000 LBS       |          |

- MISCELLANEOUS ITEMS TO BE FURNISHED BY MECHANICAL CONTRACTOR:
- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> NATURAL GAS, INDIRECT FIRED | <input checked="" type="checkbox"/> SECURITY BARS AT ROOF PENETRATION | <input checked="" type="checkbox"/> FREEZE PROTECTION  |
| <input checked="" type="checkbox"/> VERTICAL DISCHARGE          | <input checked="" type="checkbox"/> STAINLESS STEEL HEAT EXCHANGER    | <input checked="" type="checkbox"/> EVAPORATIVE COOLING, WITH WATER PUMP                                 |
| <input checked="" type="checkbox"/> FAN AND MOTOR ISOLATORS     | <input checked="" type="checkbox"/> AGA LISTED                        | <input checked="" type="checkbox"/> WEATHER HOOD WITH BIRDSCREEN   |
| <input checked="" type="checkbox"/> DOUBLE WALL INSULATION      | <input checked="" type="checkbox"/> ORIFICED FOR SITE ELEVATION       | <input checked="" type="checkbox"/> DUCTSTAT, MAXITROL 92 WITH FLOW PROVING SWITCH                       |
| <input checked="" type="checkbox"/> STAINLESS STEEL DRAIN PAN   | <input checked="" type="checkbox"/> LOW VOLT. TRANSFORMER             | <input checked="" type="checkbox"/> HEATING/COOLING CONTROL PANEL, MODEL TSCP LOCATED ON WALL IN KITCHEN |
|   | <input checked="" type="checkbox"/> ALUMINUM MESH FILTERS             | <input checked="" type="checkbox"/> FACTORY ROOF CURB  |
|   | <input checked="" type="checkbox"/> TWO STAGE HEATING                 |  |
- NOTE: DISCONNECTS BY ELECTRICAL CONTRACTOR. SUBSTITUTE MANUFACTURERS MUST BE APPROVED BY ENGINEER PRIOR TO PURCHASE

Project Title:  
**HVAC Unit Replacement  
 Quay County Detention Center  
 Tucumcari, NM**

Drawing Title:  
**MECHANICAL  
 SCHEDULES**

| No.       | Date | Description |
|-----------|------|-------------|
| REVISIONS |      |             |

**ArSed Engineering Group, LLC.**  
 505.761.3100  
 505.761.3105(fax)  
 4700 Lincoln Road, NE  
 Albuquerque, NM 87109  
 arsed@arsedengr.com

Drawn By: **MTD**  
 Date: **December 19, 2013**  
 Checked By: **PS**  
 Date: **December 19, 2013**

Drawing No.

M-13

# ADD ALTERNATE KEYED NOTES:

## ADD ALTERNATE #1

16. LOCATION OF DUCTWORK ON ROOF. DUCT IS CURRENTLY ENCASED IN ROOF INSULATION. INSULATION TO BE REMOVED FROM DUCT. DUCT ON ROOF TO BE REPLACED. ORIGINAL SIZE OF DUCT TO REMAIN. DUCT TO HAVE 1 1/2" FIBER GLASS INSULATION, R=8, WITH RIGID ALUMINUM JACKETING. DUCT TO BE SEALED TO BE AIR AND WATER TIGHT. DUCT TO TRANSITION AND ELEVATED TO MAINTAIN 24" CLEAR ABOVE CURRENT ROOF INSULATION TO AID IN FUTURE ROOF REPLACEMENT. DUCT TO BE ELEVATED AND SUPPORTED BY 1-1/2"x1-1/2"x1/4" WELDED ANGLE IRON "H" FRAME, WITH 4"x4"x1/4" WELDED STEEL BASE PLATE, 48" ON CENTER. DUCT SIZE TO BE VERIFIED.

PROVIDE WATER PROOF ROOF PATCH USING TWO PARTS URETHANE FOAM.

17. UNIT TO BE REMOVED. FACTORY FURNISHED 14" CURB FOR TRANE YSC048 TO BE INSTALLED. ROOFTOP UNIT TO BE REINSTALLED. REINSTALLATION TO INCLUDE ALL CONNECTIONS TO ELECTRIC, DUCT, GAS, AND CONDENSATE. UNIT TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. UNIT SERVES FRONT JUVENILE 5 & 6. NEW CONDENSATE LINES TO BE PROVIDED. CURB TO HAVE BUILT IN COUNTER FLASHING.

## ADD ALTERNATE #2

18. LOCATION OF DUCTWORK ON ROOF. DUCT IS CURRENTLY ENCASED IN ROOF INSULATION. INSULATION TO BE REMOVED FROM DUCT. DUCT ON ROOF TO BE REPLACED. ORIGINAL SIZE OF DUCT TO REMAIN. DUCT TO HAVE 1 1/2" FIBER GLASS INSULATION, R=8, WITH RIGID ALUMINUM JACKETING. DUCT TO BE SEALED TO BE AIR AND WATER TIGHT. DUCT TO TRANSITION AND ELEVATED TO MAINTAIN 24" CLEAR ABOVE CURRENT ROOF INSULATION TO AID IN FUTURE ROOF REPLACEMENT. DUCT TO BE ELEVATED AND SUPPORTED BY 1-1/2"x1-1/2"x1/4" WELDED ANGLE IRON "H" FRAME, WITH 4"x4"x1/4" WELDED STEEL BASE PLATE, 48" ON CENTER. DUCT SIZE TO BE VERIFIED.

PROVIDE WATER PROOF ROOF PATCH USING TWO PARTS URETHANE FOAM.

## ADD ALTERNATE #3

19. UNIT TO BE REMOVED. FACTORY FURNISHED 14" CURB FOR CARRIER 48TFE007 TO BE INSTALLED. ROOFTOP UNIT TO BE REINSTALLED. REINSTALLATION TO INCLUDE ALL CONNECTIONS TO ELECTRIC, DUCT, GAS, AND CONDENSATE. UNIT TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. UNIT SERVES POD C & D. NEW CONDENSATE LINES TO BE PROVIDED. CURB TO HAVE BUILT IN COUNTER FLASHING.

PROVIDE WATER PROOF ROOF PATCH USING TWO PARTS URETHANE FOAM.

20. UNIT TO BE REMOVED. FACTORY FURNISHED 14" CURB FOR TRANE YSC060 TO BE INSTALLED. ROOFTOP UNIT TO BE REINSTALLED. REINSTALLATION TO INCLUDE ALL CONNECTIONS TO ELECTRIC, DUCT, GAS, AND CONDENSATE. UNIT TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. UNIT SERVES POD A & B. NEW CONDENSATE LINES TO BE PROVIDED. CURB TO HAVE BUILT IN COUNTER FLASHING.

PROVIDE WATER PROOF ROOF PATCH USING TWO PARTS URETHANE FOAM.

\*SEE QUAY COUNTY BID FORM FOR COMPLETE INFORMATION AND INSTRUCTIONS.

| Project Title:<br><b>HVAC Unit Replacement<br/>Quay County Detention Center<br/>Tucumcari, NM</b>  |  | Drawing Title:<br><b>MECHANICAL<br/>ADD ALTERNATE<br/>KEYED NOTES</b> |  |            |  |      |             |             |           |  |  |
|--|--|---|--|------------|--|------|-------------|-------------|-----------|--|--|
|  505.761.3100<br>505.761.3105(fax)<br>4700 Lincoln Road, NE<br>Albuquerque, NM 87109<br>arsed@arsedengr.com |  | Drawn By: <b>MTD</b>  | <table border="1"> <thead> <tr> <th>No.</th> <th>Date</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center;">REVISIONS</td> </tr> </tbody> </table> |            |  | No.  | Date        | Description | REVISIONS |  |  |
|  |  | No.   |  |            |  | Date | Description |             |           |  |  |
| REVISIONS  |  |   |  |            |  |      |             |             |           |  |  |
| Date: <b>December 19, 2013</b>   |  |   |  |            |  |      |             |             |           |  |  |
| Checked By: <b>PS</b>  |  |   |  |            |  |      |             |             |           |  |  |
| Date: <b>December 19, 2013</b>   |  |   |  |            |  |      |             |             |           |  |  |
|  |  | Drawing No.:  |  | <b>M-8</b> |  |      |             |             |           |  |  |

# QUAY COUNTY DETENTION FACILITY – HVAC REPLACEMENT

## SECTION 01 1000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and drawing conventions.
7. Miscellaneous provisions.

##### B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

#### 1.2 PROJECT INFORMATION

##### A. Project Identification: Quay County Courthouse Roof Replacement

1. Project Location: 300 South Third Street Tucumcari, NM 88401.

##### B. Owner: Quay County Government 300 South Third Street Tucumcari, NM 88401

1. Owner's Representative: Richard Primrose, Quay County Manager (575) 461-2112

##### C. Engineer: ArSed Engineering Group, LLC, 4700 Lincoln Rd., Albuquerque, NM 87109.

1. Engineer's Representative: Michelle Damon (505) 761-3100, mdamon@arsedengr.com

#### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

##### A. The Work of the Project is defined by the Contract Documents and consists of the following:

1. Removal and replacement of select rooftop HVAC units in Quay County Detention Facility. Rooftop units to be replaced with new units with new roof curbs.

##### B. Type of Contract:

1. Project will be constructed under a single prime contract.

#### 1.4 PHASED CONSTRUCTION

## QUAY COUNTY DETENTION FACILITY – HVAC REPLACEMENT

- A. The Work shall be conducted in a single phase.

### 1.5 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Limits: Confine construction operations to limits necessary to perform the work.
  - 2. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Maintain all portions of existing building to a weather tight condition throughout construction period, and repair any damage caused by construction activities.

### 1.6 COORDINATION WITH OCCUPANTS

- A. Owner Occupancy: Owner will occupy the building during the HVAC replacement. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage of the building. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits.
- B. Maintain access to existing walkways, parking areas, and other adjacent occupied or used facilities. Do not close or obstruct walkways, parking areas, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

### 1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours:
  - 1. Work Week Hours: No restrictions
  - 2. Weekend Hours: No restrictions
  - 3. Hours for Utility Shutdowns: As agreed to by Owner
- A. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

## QUAY COUNTY DETENTION FACILITY – HVAC REPLACEMENT

1. Notify Owner not less than two days in advance of proposed utility interruptions.
  2. Obtain Owner's written permission before proceeding with utility interruptions.
- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
1. Notify Owner not less than two days in advance of proposed disruptive operations.
  2. Obtain Owner's written permission before proceeding with disruptive operations.
- D. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8) of entrances, operable windows, or outdoor-air intakes.
- E. Controlled Substances: Use of controlled substances on Project site is not permitted.
- F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
1. Maintain list of approved screened personnel with Owner's representative.

### 1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 100

# QUAY COUNTY DETENTION FACILITY – HVAC REPLACEMENT

## SECTION 01 2300 - ALTERNATES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes: Procedures and descriptions for alternates which decrease or increase scope of project.
- B. Related documents and sections:
  - 1. Document 00100 - Instructions to Bidders:
  - 2. Document 00310 -Bid Form

#### 1.2 CONDITIONS

- A. All requirements of General and Supplementary Conditions, applicable sections of Specifications, and applicable portions of Drawings shall govern scope, quality, and execution of alternates.
- B. Alternates will be selected in order listed on Bid Form and as allowed by available funding.
- C. Alternate requires Provision for replacing mortar with sealant in coping stones.

#### 1.3 PROCEDURES

- A. Consider all work that must be accomplished for complete incorporation of alternates including modifications to Base Bid items.
- B. Include in lump sum prices for alternates all costs of labor, materials, equipment, permits, fees, insurance, bonds, overhead, and profit.
- C. Immediately after award of Contract, advise all necessary personnel and suppliers as to which alternates have been selected by Owner. Use all means necessary to alert those personnel and suppliers involved as to all changes in the work caused by Owner's selection or rejection of alternates.
- D. Coordinate related work and modify surrounding work to integrate work of each alternate.

### PART 2 - PRODUCTS

Not used.

### PART 3 - EXECUTION

Not used.

END OF SECTION

# QUAY COUNTY DETENTION FACILITY – HVAC REPLACEMENT

## SECTION 01 2500 - SUBSTITUTION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
  - 2. Divisions 02 through 33 Sections for specific requirements and limitations for substitutions.

#### 1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

#### 1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use CSI Form 13.1 A.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design

## QUAY COUNTY DETENTION FACILITY – HVAC REPLACEMENT

- characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from ICC- ES.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Engineer's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Engineer does not issue a decision on use of a proposed substitution within time allocated.

### 1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

### 1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

## PART 2 - PRODUCTS

## QUAY COUNTY DETENTION FACILITY – HVAC REPLACEMENT

### 1.7 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Engineer will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Engineer.
1. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - d. Substitution request is fully documented and properly submitted.
    - e. Requested substitution will not adversely affect Contractor's construction schedule.
    - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - g. Requested substitution is compatible with other portions of the Work.
    - h. Requested substitution has been coordinated with other portions of the Work.

QUAY COUNTY DETENTION FACILITY – HVAC REPLACEMENT

- i. Requested substitution provides specified warranty.
- j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

# QUAY COUNTY DETENTION FACILITY – HVAC REPLACEMENT

## SECTION 01 2600 - CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
  - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

#### 1.2 MINOR CHANGES IN THE WORK

- A. Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

#### 1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Engineer are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 10 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
    - e. Quotation Form: Use CSI Form 13.6D, "Proposal Worksheet Summary," and Form 13.6C, "Proposal Worksheet Detail".
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Engineer.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey

## QUAY COUNTY DETENTION FACILITY – HVAC REPLACEMENT

- data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use CSI Form 13.6A, "Change Order Request (Proposal)," with attachments CSI Form 13.6D, "Proposal Worksheet Summary," and Form 13.6C, "Proposal Worksheet Detail."

### 1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor.

### 1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Engineer may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  2. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

# QUAY COUNTY DETENTION FACILITY – HVAC REPLACEMENT

## SECTION 01 2900 - PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

#### 1.2 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

#### 1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Engineer at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Contractor's name and address.
    - c. Date of submittal.
  - 2. Arrange schedule of values consistent with format of AIA Document G703.
  - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents.
  - 4. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
  - 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

## QUAY COUNTY DETENTION FACILITY – HVAC REPLACEMENT

- a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
6. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in- place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
7. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include each Change Order as a separate line item.

### 1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
  1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
  1. Provide certificate of insurance for stored materials.
  2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

## QUAY COUNTY DETENTION FACILITY – HVAC REPLACEMENT

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
  1. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  1. List of subcontractors.
  2. Schedule of values.
  3. Contractor's construction schedule (preliminary if not final).
  4. Copies of building permits.
- I. Application for Payment at Substantial Completion: After Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. AIA Document 0707, "Consent of Surety to Final Payment."
  7. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2900

# QUAY COUNTY DETENTION FACILITY – HVAC REPLACEMENT

## SECTION 01 3100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. Requests for Information (RFI's).
  - 4. Project meetings.
- B. Related Requirements:
  - 1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
  - 2. Section 017300 "Execution" for procedures for coordinating general installation and field- engineering services, including establishment of benchmarks and control points.
  - 3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

#### 1.2 DEFINITIONS

- A. RFI: Request from Owner, Engineer, or Contractor seeking information required by or clarifications of the Contract Documents.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion Of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CST Form 1 .5A. Include the following information in tabular form:
- B. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 1. Number and title of related Specification Section(s) covered by subcontract.
  - 2. Drawing number and detail references, as appropriate, covered by subcontract.
- C. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone n umbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
  - 1. Post copies of list in temporary field office. Keep list current at all times.
- D. Coordination Plan: Within 10 days of starting construction operations, submit a plan for coordinating all of the Mechanical, Electrical, and Plumbing Equipment. Refer to article 1.5.

#### 1.4 GENERAL COORDINATION PROCEDURES

New Mexico Department of Workforce Solutions  
Public Works  
625 Silver Ave SW, Suite 410, Albuquerque, NM 87102  
Phone: (505)-841-4400 fax to: (505) 841-4423 or Email to: [public.works@state.nm.us](mailto:public.works@state.nm.us)

Wage Decision # **QU-14-0092 B**

**NOTIFICATION OF AWARD (NOA)**

**THIS WAGE DECISION # EXPIRES FOR BIDS ON** **05/17/14**

**Description and Location of Work:** Quay County Detention Facility -HVAC Replacement  
Quay County Detention Center Rooftop Unit replacement

City of Tucumcari County of Quay 300 S. Third St

**REMINDER for Agency Conducting BID Process:** If bids are NOT submitted before new wage rates go into effect, a NEW wage decision WILL be required.

After the Contracting Agency awards this project the Wage Rate Poster and the Wage Rate Packet, excluding this NOA and Subcontractor List, must be delivered to the **GENERAL/PRIME CONTRACTOR**. The Contracting Agency or its agent must complete this form (including the next page listing all of the subcontractors including all tiers of subcontractors) and fax or mail it to the address above. **If the project is canceled**, this form must be completed by the Contracting agency conducting the bid process and the wording "Cancelled" written on the form and send to the Labor Relations Division. Failure to submit the NOA in a timely manner is a violation of paragraph 11.1.2.9.B (3) of the Public Works Minimum Wage Act Policy Manual.

General/Prime Contractor Company Name: **Steel Heating, Cooling & Electrical** License#: 885199

Address: 525 Railroad Ave City: Tucumcari State: NM Zip: 88401

Telephone: 575-461-3164 Fax: 575-461-7981

Project Contact's name: Frank Gillard E-Mail: \_\_\_\_\_

Approximate Date Work to Start: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

Estimated Cost of Project: \_\_\_\_\_

Bid Opening Date: February 10, 2014

Note: The General/Prime Contractor **MUST** mail/fax in their Statement of Intent to Pay Prevailing Wages to the Contracting Agency or its agent before beginning work on the project. Each Subcontractor (and all tiers of subcontractors) **MUST** also mail/fax their Statement of Intent to Pay Prevailing Wages to the General/Prime Contractor 3 days after award of project. After work on the project is completed **and before, final payment**, is made to subcontractors and all tiers of subcontractors, the contractor and sub-contractors must mail/fax their Affidavit of Wages paid to the Contracting Agency for final payment.

Signature for Contracting Agency (or agent) [Signature]

Printed Name Quay County Brad Bryant, Chair

Email address for Contracting Agency (not agent) richard.primrose@quaycounty-nm.gov **Required Field**

Date February 24, 2014

8/29/13

