



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 8, 2016

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

Pledge of Allegiance

Approval of Minutes-Regular Session January 25, 2016

Approval/Amendment of Agenda

**Public Comment**

**Ongoing Business**

**New Business**

- I. Don Weidemann, Dan C. Trigg Memorial Hospital Administrator**
  - Approval of Mill Levy and GRT Payment for 3rd and 4th Quarter
- II. Brenda Bishop, Quay County Extension Service Program Director**
  - Quarterly Report – October – December 2015
- III. Russell Shafer, Quay County Sheriff**
  - Sheriff's Report
- IV. Donald Adams, Quay County Fire Marshall**
  - Request Approval to Bid for Fire District 1 Brush Fire Truck
- V. Larry Moore, Quay County Road Superintendent**
  - Road Update
- VI. Richard Primrose, Quay County Manager**
  - Request Approval of FY2015-2016 Resolution #24 to Support SB 121
  - Request Approval of Quay County Detention Center and NCA Architects, LLC Agreement
  - Correspondence



**VII. Request Approval of Accounts Payable**

**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
- Pursuant to Section 10-15-1(H) 7. The New Mexico Open Meetings Act Pertaining to Threatened or Pending Litigation

**IX. Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners**

**Adjourn**

*Lunch-Time and Location to be Announced*

**REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS**

**February 8, 2016**

**9:00 a.m.**

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 8th of February, 2016, at 9:00 a.m. at the Commission Chamber, Tucumcari, New Mexico for the purpose of taking care of any business that may come before them.

**PRESENT & PRESIDING:**

Franklin McCasland, Chairman  
Sue Dowell, Member  
Mike Cherry, Member  
Richard Primrose, County Manager  
Veronica Marez, Quay County Clerk

**OTHERS PRESENT:**

Larry Moore, Quay County Road Supervisor  
Vic Baum, Quay County Assessor  
Patsy Gresham, Quay County Treasurer  
Pat Vanderpool, Greater Tucumcari Economic Development Corp Director  
Thomas Garcia, Quay County Sun  
Russell Shafer, Quay County Sheriff  
Russell Braziel, KTNM Radio  
Brenda Bishop, Quay County Extension Service Program Director  
Gail Houser, Tucumcari Mainstreet Director  
Becky Wallace, Quay County Medical Clinic Administrator  
Craig Cosner, Dan C. Trigg Memorial Chairman of the Board  
Don Weidemann, Dan C. Trigg Memorial Hospital Administrator  
Donald Adams, Quay County Fire Marshall  
Ellen White, Quay County Chief Deputy Clerk  
Cheryl Simpson, Quay County Manager's Office

The meeting was called to order by Chairman McCasland. Russell Shafer led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the January 25, 2016 regular commission meeting. MOTION carried. Copy of said minutes is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the agenda. MOTION carried. Copy of said agenda is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

PUBLIC COMMENT: Quay County resident Marsha Valencia asked the Commissioners if they could possibly reconsider changing the qualifications of income for indigent claims, regarding household income. Chairman McCasland informed Valencia that they will look into it.

ONGOING BUSINESS: None

OLD BUSINESS: None

NEW BUSINESS:

Craig Cosner, Dan C. Trigg Chairman of the Board introduced the new hospital administrator as Don Weidemann. Commissioner Dowell asked Weidemann

Commissioner Dowell asked Weidemann if the inpatient limit at the hospital is solely based on how much staff is available. Weidemann informed Commissioner Dowell as of today only 5 patients can be admitted in the hospital. He also informed her that when the hospital is fully staffed every bed in the hospital can be used. Commissioner Dowell asked if in the original agreement between Presbyterian Hospital and Quay County are their specifics in there about the level of service patient acceptability. Weidemann said he has not read the agreement. Commissioner Dowell informed Weidemann that the citizens vote to support the hospital and it is vitally important that they continue to support it. We want to make sure the citizens get what they were promised in the agreement. Weideman said the hospital does not want to be known as a transfer station. He has been sharing with the employees that they need to treat the patients the best they can. Dowell said she had a concerned citizen that had seen several medical journals with recruitment advertisements from Presbyterian Hospitals and Tucumcari was not listed. Widermann said the hospital is expanding the places they advertise and they are opening up to other recruiters. Dowell asked about the accessibility on OBGYN and prenatal care

update. Weidemann said they are proposing to a couple of groups in Clovis to come up with a protocol that would allow Trigg Memorial Hospital to be part of the prenatal care.

Don Weidemann, Dan C Trigg Memorial Hospital Administrator requested approval of Mill Levy and GRT payment for 3<sup>rd</sup> and 4<sup>th</sup> Quarter. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the mill levy and GRT payment in the amount for February \$250,000 and April \$250,000. MOTION carried.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

Brenda Bishop, Quay County Extension Agent presented the Extension Office Quarterly Report. A copy of the report is attached and made a part of these minutes.

Russell Shafer, Quay County Sheriff, presented the December-February 2nd Activity Report. A copy of the report is attached and made a part of these minutes.

Donald Adams, Quay County Fire Marshall requested approval to go out for bid for Fire District 1 Brush Fire Truck. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the request to bid for Fire District 1 Brush Fire Truck. MOTION carried.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

Chairman McCasland requested a 10 minute break. Time noted 9:50 a.m.

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

1. Presented blade report
2. Blademen were catching up on roads from snow storm.
3. Crews were finishing up roads in caprock area.
4. Moore has been working on Coop School Bus Project 2016-2017 for Quay Rd Y and Quay Rd W.
5. Moore visited with David Trujillo, NMDOT District 4 Engineer on donating millings. Moore said they would probably have to file for hardship status or purchase what he needed.

Richard Primrose gave the following County Manager’s Report:

Requested approval of 2015-2016 Resolution No. 24 to support Senate Bill 121. A MOTION was made by Sue Dowell, SECONDED Mike Cherry to approve Resolution. MOTION carried. Copy of said Resolution is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

Requested approval of Agreement between Quay County and NCA Architects, LLC for Detention Center. A MOTION was made by Sue Dowell, SECONDED Mike Cherry to approve agreement. MOTION carried. Copy of said agreement is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

CORRESPONDENCE:

1. Resilience in New Mexico Agriculture March 9<sup>th</sup> at the Tucumcari Convention Center at 9 am.
2. Adult Probation moved to Juvenile Detention Center side of building.
3. All-American Makers premier episode will be shown at the Elks Lodge at 8:30 pm featuring The Survival Flashlight.
4. City of Tucumcari Town Hall meeting will be held on Tuesday at Convention Center at 5:30 pm.
5. Reminded Commissioners we will be having a Special Meeting at 1 pm for CDBG.

CHECKS WERE REVIEWED.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the expenditures as presented. MOTION carried. A copy of the expenditure report is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell, to go into executive session pursuant to Section 10-15-1(H)2. The New Mexico Open Meetings Act to Discuss Limited Personnel Matters. Pursuant to the Section 10-15-1(H)7. The New Mexico Open Meetings Act to Discuss Threatened or Pending Litigation. MOTION carried. ROLL CALL; Dowell voting “aye”, Cherry voting “aye”, McCasland voting “aye”. Time noted 10:20 a.m.

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

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell that only limited personnel matters and Threatened or Pending Litigation was discussed during Executive

Session and no action was taken. MOTION carried. ROLL CALL; Bryant voting "aye", Cherry voting "aye", Dowell voting "aye".

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

Under Other Business That May Arise During the Commission Meeting and/or Comments from the Commissioners. NONE

There being no further business, a MOTION was made by Sue Dowell, SECONDED by Mike Cherry to adjourn the regular meeting of the Board of Quay County Commissioners until the next regular meeting set for February 23, 2015 unless sooner called. The Commissioners announced they would be having lunch at Kix and all those in attendance were invited. MOTION carried.

Commissioners Voted:

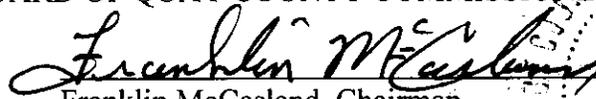
McCasland – "YES"

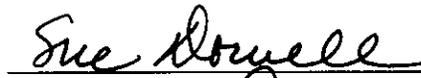
Dowell – "YES"

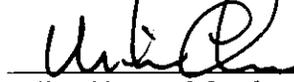
Cherry – "YES"

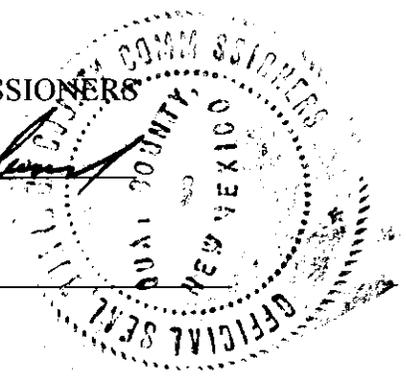
Time noted 11:30 a.m.

BOARD OF QUAY COUNTY COMMISSIONERS

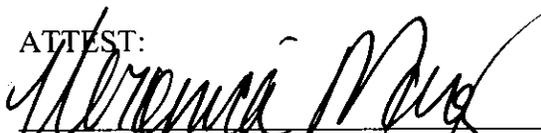
  
Franklin McCasland, Chairman

  
Sue Dowell, Member

  
Mike Cherry, Member



ATTEST:

  
Veronica Marez, Quay County Clerk



# Quay County Extension Service

College of Agricultural, Consumer and Environmental Sciences

## Quarterly Report – October – December 2015

Brenda Bishop, Home Economist, County Program Director

Jason Lamb, Agriculture Agent

Bev Lake, Secretary

Joyce Runyan, Program Assistant

### Quay County 4-H Program

#### Livestock Program

26 youth participated at the 2015 Eastern New Mexico State Fair competing in the swine, goat, Lamb, steer and heifer shows this year. Quay County youth placed two Champion Swine, two second place lambs and a third place steer in the junior livestock sale. The agent advised youth on feeding, handling and showing their livestock as well as helping getting livestock prepared for the show. The agent also assisted in selling packer animals and finding transportation. Youth learn responsibility for their animals and good working skills that can benefit them in the future.

The Jingle Bell Classic Steer and Heifer Jackpot was held this year at the Quay County Fair Grounds where 31 steers and 15 heifers were exhibited. 23 youth from around the state attended with two separate jackpots being held. The agent assisted with the set-up and running of the jackpot and was the ring-man during the show. 75 people in all attended. The jackpot assists exhibitors in learning showmanship and preparation skills for the upcoming fairs. It also contributes to the local economy through hotel stays and restaurants.

#### 4-H Project Workshops

Two 4-Hers attended the sewing orientation workshop where they learned about the parts of a sewing machine, basic sewing tools and how to operate the sewing machine. After they demonstrated that they could control the machine, while sewing designs on paper, they made pin cushions and scrunchies to take home.

Baking Impossible Workshop was held for 4-H members in baking projects. They were divided into groups and each group made 4 types of cookies. They learned kitchen safety, how to measure and mix ingredients, follow recipes and decorate cookies. The bakers made 8 containers of cookies to give to different people in the community to show their appreciation for supporting 4-H programs and service to the community. Cookies were delivered to the Tucumcari Police Station, Quay County Sheriff, Quay County Manager, Quay County Sun, KTNM/KQAY Radio Station, Fairground Staff, Tucumcari Ambulance Services, and QCES Maintenance Staff. Seven people attended.

## **Cloverbud Workshops**

A Cloverbud Workshop was held in December. Cloverbuds made a Santa decoration to put on the doors of residents at Quail Ridge Assisted Living Facility. Their craft was a beanie hat with a pom-pom tree ornament. They also made a sleigh with candy canes, frosting and graham crackers for their snack. The Cloverbuds delivered the door decoration to Quail Ridge and sang some Christmas songs for the residents for community service. Ten people attended.

## **STEM Workshops**

**Motion Commotion: National Youth Science Day** - This workshop was held as a part of National 4-H Week promotion for Quay County. The focus of the workshop was investigating motion, inertia, and human factors involved with motion. This was a 2 part investigation. The first part was centered on the relation between speed, momentum, kinetic energy and what happens when an object in motion stops. They used a model car, racetrack, clay figures, and obstacles. The second part investigated reaction times under different circumstances. The point was to illustrate the hazards of distracted driving when talking, eating or texting. The conclusion was that if an activity required more attention, it resulted in a delayed or longer reaction time. This workshop was open to the public. There were 18 participants

We decided that the science time we had started was not as successful as we had hoped and that the 4-Hers were not getting to explore each topic enough. It was decided to refocus the workshops. A curriculum on geospatial information was purchased from the 4-H Mall and workshops were held for 3 consecutive Fridays.

The emphasis of this series was to learn about geospatial/geographical information. Members learned about using a compass, mapping, positions, GPS units, and eventually how to make a trail/map within a designated area. This series used science as members discover more about magnetic fields in the earth, longitude and latitude, and reading/making maps. The first week participants made a paper compass to become familiar with how a compass is designed. After that each person used a real compass to locate positions. They also made "compass quesadillas" as a snack. There were 7 participants.

The focus of the second week was using a GPS unit to navigate to specific waypoints. Participants had to acquire a satellite signal to get the GPS unit in the correct location. They also learned about how the unit worked and its different settings. Waypoints had been located earlier for them to find. They had to enter the coordinates into the GPS unit and track the location. There was only a problem with one waypoint not being accurate. A snack was provided at the end of the workshop. There were 4 participants.

The focus for the last week was using the GPS unit to discover a geocache and make a geocache at the Extension Office for other people to find. Participants used their GPS's to lead groups to hidden treasure. They helped come up with the clues and name for the geocache at the Office. Participants also helped in marking waypoints for a trail project with the Quay County Health Council. This trail will be available to community members or for tourists to walk and exercise. There were 7 participants.

## **Other Activities**

Quay County 4-H celebrated 4-H Week with a newspaper article, radio program, radio advertising, Facebook posts with the 4-H Grows Campaign and a display at Tractor Supply. Council officers and clubs represented 4-H on different days.

4-H Record Books are turned in during October. The Program Assistant was assigned the task of preparing judging lists and working with the county judging. Throughout the month, Home Economist and Program Assistant worked with families one-on-one to help them complete the record books. Fifteen cloverbuds turned in a cloverbud book and received a cup full of goodies at the awards program. Forty-four record books were turned in for judging. All 59 were eligible to attend the record book reward activity which this year was a movie, including drink and popcorn at the Odeon theater. The movie was Goosebumps and 59 people attended for the reduced price, 34 that attended received a free movie admission.

Quay County leaders, older 4-hers and office staff judged Roosevelt County's record books over a 2 day period.

Wranglers 4-H Club hosted a veteran's appreciation dinner for area veterans. Home Economist assisted the club with logistics on preparing the food and the program. Assisted the Wranglers 4-H Club with coordinating their poinsettia fundraiser. Collected the sold forms from the 4-Hers and combined them into an order and delivery routes.

The highlight of the year is the end of the year achievement program. Every 4-Her who completes a completion form or record book is recognized in some way during this event. Business and others who contribute to the program are recognized for their help and some 4-H leaders are recognized. The afternoon involves a full meal and entertaining activity. This year the activity was a talent show and each club provided at least one short skit. One Hundred and Sixty-one people signed in. The program is run by the Council Officers. Office staff prepare the awards, program, script and lists. The office also coordinates the food. Office staff present a few of the larger awards and install the new officers. A practice is a few days before to help the officers become comfortable with reading their part and properly presenting awards. New award this year was the 4-H letterman award. Criteria was established at the beginning of the year. Eight 4-Hers received their letters in 2016. Many more are working on the requirements to receive theirs over the next few years.

**Tractor Supply Clover Days:** The Council Officers decided to include Clover Days in their National 4-H Week activities. The Officers were at the store on October 7 from 5:30 – 7:30 pm to talk to customers and help them take purchased items to vehicles. A display board about 4-H clubs, projects and activities was designed to leave during the Clover promotion. In addition, several clubs held activities at the store during the two weeks of Clover Days. As a result, the Quay County Council received \$510.00 from Clover Dollar donations.

## **Home Economics**

### **Food and Nutrition**

"Ins and Outs of Omega 3s" was presented as a community program. There were 5 people present. Participants learned the health benefits of consuming Omega 3 Fatty Acids and the foods which are high in Omega 3s. They learned how to incorporate the foods into their daily diet and received recipes. Participants in the community program were able to taste a pudding made with Chia seeds and cookies made with Flax seed. The information was also prepared as a leader script and provided to the Extension Clubs for their monthly program.

Was requested to present to the Powderhorn Cattle Women (A combined group from De Baca, Guadalupe, and Quay Counties) on easy slow cooker meals. During research, I expanded the program to include a variety of electric cooking appliances and pros and cons to each. Participants learned safety tips for keeping food safe while cooking in these appliances and tips for successfully preparing foods. There were 13 women present.

### **Health and Wellness**

The 6<sup>th</sup> Annual Quay County Fun Run/Walk was held with 140 participants walking and 70 volunteers. The morning started with thunder and lightning storms, which fortunately moved out of the area 30 minutes before the start of the walk. Agent assisted people with getting to the registration tables and the volunteers to their assignment. Agent monitored an intersection for walkers to cross and cheered the participants as they passed. Prior to the event, agent chaired the committee and made sure everything was covered.

One motivational participant is several hundred pounds overweight and in past years has helped us with registration and street monitoring. She started walking in May, just a few blocks at a time, and over the next few months encouraged others to join her in the evenings at 7:00 p.m. or in the gym in the mornings at 6:00 a.m. She was beginning a life-changing journey which she kept people updated over Facebook. She pushed herself a little further each day. It was a painful struggle which required special support braces for her ankles. By the time the fun run/walk came, she was able to complete the 5K route including with the challenging hill. She has also lost almost 80 pounds. She was radiant as she passed my station, even though she was struggling to get it done.

As a training exercise the fire department ran or walked in full gear including oxygen tanks and masks. Some newer members struggled at the end, but were cheered on by fellow firemen and the community members. They also had large grins as they finished.

The GROW Healthy Children Walking paths project committee has been working hard to finalize plans and provide information to funders, so we can receive draw downs and begin work. During October, the agent prepared a fact sheet and presented to the County and City Commissions for their endorsement of the project. The committee has been working with officials on signage placement and designing a logo and stencil to mark the routes on the sidewalk. During November, the agent worked with the committee to prepare a marketing plan, revise signage, prepared information for property owners and a permission form for painting on sidewalks in front of businesses. The events committee met and prepared a proposal for 6 walking events to provide to the funders. Home Economist formalized the plan and provided a budget to be approved by the committee. During our December meeting the plans were approved for 6 walking events to be held in the Spring and Early Summer. Work

will continue after the first of the year. Program Assistant assists the committee by serving as secretary and making follow up calls.

Presented a program to the Tucumcari Chapter of the National Association of Retired Federal Employees. The program was on busting the after holiday blues with exercises you can do inside. Each participant was provided an exercise band and learned exercises to do with the bands. They also learned about a website for Senior Citizens to track their progress. Some easy exercises using a chair were also practiced. The exercises discussed included stretching, balance and strength building. Twelve people were in attendance.

### **Strong Seniors Stay Young**

A fall session of Strong Seniors Stay Young was held with Mesalands Community College. The new fitness center director at the Community College is the co-teacher, he has been learning the routine. He has used his previous experiences to increase the number of stretching and balance exercises that we choose from and the length of time we spend on these areas. The participants feel they are doing better with balance and they hurt less when class is attended. Thirty were enrolled in the class at the beginning of the session in August and 20 completed the session in December.

### **Resource Management**

A community program was held on "Creating a Household Inventory." Participants learned about the need for an inventory and how it can help them save money and protect assets. They learned various methods for tracking items and how to store the inventory. They were given suggestions on how to get started and things to think about in each room. They were provided an NMSU publication on the topic and some lists prepared by the insurance association. There were 13 participants. Two participants committed to starting an inventory right away.

Prepared a leader training for Quay County Extension Clubs on "Creating a Household Inventory". Included was information on the new cards and how they will work to help reduce identify theft, but that is not enough consumers will still need to be cautious. Participants learned tips for protecting their identity when they are shopping online and in person.

### **Extension Association (Extension Homemakers)**

The Quay County Extension Association's Community Service Project is Care Bags for people receiving Chemotherapy and Dialysis. 150 bags were prepared with a variety of comfort items. These bags were delivered to facilities in Clovis and Albuquerque. The ladies work all year to gather or make items for the bags. Home Economist assists with inventory and storage and helps put the bags together.

In the role of State Advisor, assisted the State Extension Association with preparations for the 2015 State Meeting. During the state meeting was their educational speaker and installed the new officers. The educational program, called "Are We Lost In The Gap", focused on the differences within generations and looked at how the organization will need to change to meet

needs of younger generations on their levels. Over 60 women attended. Have been invited to present this program to other groups.

## **Agriculture**

### **Production**

The agent assisted with the Bull test weigh days in which 144 bulls were weighed. Eleven people assisted with 5 college students learned about handling cattle. Bulls are weighed one every month to measure average daily gain and feed efficiency. The bull test is an ongoing effort that measures local producer's livestock in an effort to enhance genetic traits and increase profits. 26 producers benefit from the direct sell of their livestock.

The agent conducted the annual Quay County Private Applicators workshop where 20 people attended. Topics presented were Pesticide laws, Rodenticide training and Sugar Cane Aphid monitoring. The Private applicators exam was administered by NMDA. Nine people took the applicators exam with nine participants passing the exam, which allows producers to purchase restricted chemicals that can enhance their production.

Winter storm Goliath impacted Quay County in late December in which the agent distributed information to local producers about government programs and waste disposal of dead animals. Daily conference calls were also attended to keep up-to-date on the progress of emergency efforts for storm victims.

### **Horticulture**

Six Garden minutes were written and recorded to be played over the local radio station. Each garden minute airs approximately 48 times. Topics were: soil testing, natural fertilizers, hoop house construction, tree pruning, caring for house plants and backyard composting.

October is a time for reporting in the Extension System and December is a time to prepare programs for the upcoming year. In addition, the information in these reports was shared during our annual Advisory Committee meeting.

**Total personal contacts by staff at the Quay County Extension Service for October – December 2015 was 8,279. Media contacts was 9,572 for a total 18,851.**

### **Follow Us:**

**Webpage:** <http://quayextension.nmsu.edu/>

**FaceBook:** <https://www.facebook.com/pages/Quay-County-Cooperative-Extension-Service/136226003111147?ref=bookmarks>

**Home Ec Blog:** <http://nmsuquayhomeec.blogspot.com/>

**Ag Blog:** <http://nmsuquayag.blogspot.com/>



**QUAY COUNTY  
SHERIFF'S OFFICE**  
*SHERIFF RUSSELL SHAFER  
CHIEF DEPUTY DENNIS GARCIA*



**Quay County Sheriff's Office Monthly Activity Report**

**December 22, 2015-February 2, 2016**

Total Calls for Service Responded to: 325

Total Civil Process: 286

Total Transports: In State: 15 Out of State: 1

Total Citations: 17

Total Arrests/Warrants Served: 9

**FY 2015-2016  
QUAY COUNTY  
RESOLUTION NO. 24**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF  
QUAY COUNTY SUPPORTING SENATE BILL 121 AN ACT RELATING TO  
HEALTH CARE PROFESSIONAL LIABILITY; ENSURING ACCESS TO  
OUT-OF-STATE HEALTH CARE PROVIDERS; BARRING ACTIONS  
ARISING OUT OF SERVICES RENDERED BY A HEALTH CARE  
PROVIDER THAT IS LICENSED, REGISTERED, CERTIFIED OR  
OTHERWISE AUTHORIZED TO PROVIDE SERVICES IN ANOTHER  
JURISDICTION FOR CARE PROVIDED OUT-OF-STATE.**

**WHEREAS**, Quay County on the east, borders the State of Texas; and,

**WHEREAS**, residents of Quay County have access to quality health care in the City of Tucumcari, Village of Logan, and other areas; and,

**WHEREAS**, often, residents of Quay County, as well as other counties within the State of New Mexico find it necessary to seek health care outside of New Mexico, including health care in Amarillo and Lubbock, Texas; and,

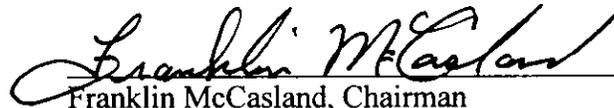
**WHEREAS**, litigation in New Mexico against an out-of-state physician pertaining to medical treatment, lack of medical treatment or other claim departures from accepted standard of health care which occurred or took place outside of New Mexico will seriously impair Quay County residents from being able to obtain out-of-state health care; and,

**WHEREAS**, Senate Bill 121 introduced by Senator Stuart Ingle addresses and attempts to resolve these issues by creation of a new section of Chapter 41 NMSA 1978.

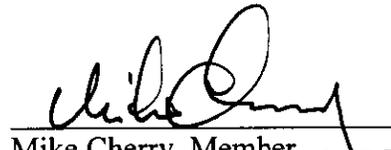
**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Quay County, which is the governing body of Quay County, that it supports the adoption and approval of Senate Bill 121 into law and ask for the New Mexico Legislature and the Honorable Susana Martinez, Governor of the State of New Mexico, to support the same.

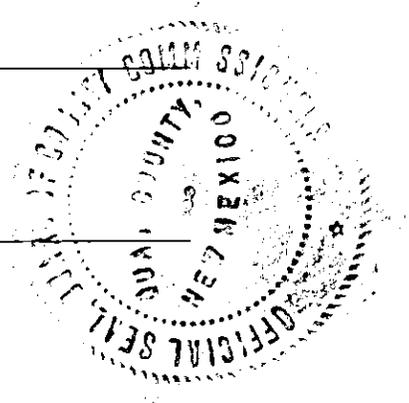
**PASSED, APPROVED AND ADOPTED** this 8th day of February, 2016.

**BOARD OF QUAY COUNTY COMMISSIONERS**

  
Franklin McCasland, Chairman

  
Sue Dowell, Member

  
Mike Cherry, Member



ATTEST:

  
Veronica Marez, Quay County Clerk

# AIA<sup>®</sup> Document B104<sup>™</sup> – 2007

## **Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope**

**AGREEMENT** made as of the Twenty-sixth day of January in the year Two Thousand Sixteen

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:

*(Name, legal status, address and other information)*

Quay County, County Government  
300 South Third Street  
Tucumcari, New Mexico 88401  
Telephone Number: (575) 461-2112  
Fax Number: (575) 461-6208

and the Architect:

*(Name, legal status, address and other information)*

NCA Architects, LLC, Limited Liability Company  
1306 Rio Grande NW  
Albuquerque, New Mexico 87104  
Telephone Number: (505)255-6400  
Fax Number: (505)268-6954

for the following Project:

*(Name, location and detailed description)*

Quay County Detention Center  
Tucumcari, New Mexico  
Project includes mechanical retrofit to include exhaust system at all Pod toilet and shower areas and secure exterior mechanical chase for exhaust system ductwork to outside.

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

init.

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

Project scope will include design of mechanical exhaust system at the toilet and shower locations within each housing pods of the Quay County Adult Detention Center. Cost of work will be provided with a cost estimate at end of design documentation. Quay County will seek funding for the project once design documentation is completed.

Design Consultant Team is as follows:

Mechanical Engineer: ArSed Engineering

Electrical Engineer: AC Engineering

Cost Estimator: Balis and Company

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

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§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### § 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

### § 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL - Not Applicable. Construction phase is not part of this scope.

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*(Paragraphs deleted)*

§ 3.4.2 EVALUATIONS OF THE WORK – Not Applicable. Construction phase is not part of this scope.

*(Paragraphs deleted)*

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR – Not Applicable. Construction phase is not part of this scope.

*(Paragraphs deleted)*

§ 3.4.4 SUBMITTALS – Not Applicable. Construction phase is not part of this scope.

*(Paragraphs deleted)*

§ 3.4.5 CHANGES IN THE WORK – Not Applicable. Construction phase is not part of this scope.

§ 3.4.6 PROJECT COMPLETION – Not Applicable. Construction phase is not part of this scope.

#### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

*(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)*

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

*(Paragraphs deleted)*

§ 4.2.1 If the services covered by this Agreement have not been completed within Three ( 3 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

*(Paragraph deleted)*

**ARTICLE 6 COST OF THE WORK – Not Applicable. Construction phase is not part of this scope.**

*(Paragraphs deleted)*

**ARTICLE 7 COPYRIGHTS AND LICENSES**

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*

### § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

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§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

\$10,000.00 plus all applicable gross receipts tax.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Not Applicable for defined scope of work.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Not Applicable for defined scope of work.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent ( 1.15 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	Fifty percent (	50	%)
Construction Documents Phase	Fifty percent (	50	%)
Construction Phase	N/A percent (		%)
<hr/>			
Total Basic Compensation	one hundred percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See attached Hourly Billing Rates Exhibit

<b>Employee or Category</b>	<b>Rate</b>
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**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent ( 1.15 %) of the expenses incurred.

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of

the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

N/A

**§ 11.10 PAYMENTS TO THE ARCHITECT**

§ 11.10.1 An initial payment of Zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

N/A

**ARTICLE 13 SCOPE OF THE AGREEMENT**

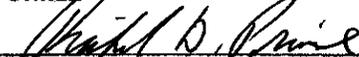
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:

*(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)*

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

OWNER



*(Signature)*

Richard Primrose, County Manager

*(Printed name and title)*

ARCHITECT



*(Signature)*

Robert Calvani, President

*(Printed name and title)*

Int.

## **Additions and Deletions Report for AIA® Document B104™ – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 07:27:55 on 01/26/2016.

PAGE 1

AGREEMENT made as of the Twenty-sixth day of January in the year Two Thousand Sixteen

...

Quay County, County Government  
300 South Third Street  
Tucumcari, New Mexico 88401  
Telephone Number: (575) 461-2112  
Fax Number: (575) 461-6208

...

NCA Architects, LLC, Limited Liability Company  
1306 Rio Grande NW  
Albuquerque, New Mexico 87104  
Telephone Number: (505)255-6400  
Fax Number: (505)268-6954

...

Quay County Detention Center  
Tucumcari, New Mexico  
Project includes mechanical retrofit to include exhaust system at all Pod toilet and shower areas and secure exterior mechanical chase for exhaust system ductwork to outside.

PAGE 2

Project scope will include design of mechanical exhaust system at the toilet and shower locations within each housing pods of the Quay County Adult Detention Center. Cost of work will be provided with a cost estimate at end of design documentation. Quay County will seek funding for the project once design documentation is completed.

Design Consultant Team is as follows:  
Mechanical Engineer: ArSed Engineering  
Electrical Engineer: AC Engineering  
Cost Estimator: Balis and Company

PAGE 3

§ 3.4.1 GENERAL – Not Applicable. Construction phase is not part of this scope.  
§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™ – 2007, Standard Form of Agreement Between Owner and Contractor for

Additions and Deletions Report for AIA Document B104™ – 2007. Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 07:27:55 on 01/26/2016 under Order No.4480717099\_1 which expires on 12/12/2016, and is not for resale.

User Notes:

(1416843110)

a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

~~§ 3.4.1.2~~ The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

~~§ 3.4.1.3~~ Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### **§ 3.4.2 EVALUATIONS OF THE WORK - Not Applicable. Construction phase is not part of this scope.**

~~§ 3.4.2.1~~ The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

~~§ 3.4.2.2~~ The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

~~§ 3.4.2.3~~ The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

~~§ 3.4.2.4~~ When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

~~§ 3.4.2.5~~ The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR - Not Applicable. Construction phase is not part of this scope.**

~~§ 3.4.3.1~~ The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

~~§ 3.4.3.2~~ The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.4.4 SUBMITTALS – Not Applicable. Construction phase is not part of this scope.**

~~§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.~~

~~§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.~~

~~§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.~~

**§ 3.4.5 CHANGES IN THE WORK**

~~The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. – Not Applicable. Construction phase is not part of this scope.~~

**§ 3.4.6 PROJECT COMPLETION – Not Applicable. Construction phase is not part of this scope.**

~~The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.~~

**PAGE 4**

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

...

~~§ 4.2.1 The Architect has included in Basic Services ( ) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.~~

~~§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.~~

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User Notes:

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~~§ 4.2.3~~ ~~4.2.1~~ If the services covered by this Agreement have not been completed within Three ( 3 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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~~§ 5.8~~ The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents, provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

~~§ 5.9~~ The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

**ARTICLE 6 COST OF THE WORK – Not Applicable. Construction phase is not part of this scope.**

~~§ 6.1~~ For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

~~§ 6.2~~ The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, the Contractor's methods of determining bid prices, or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

~~§ 6.3~~ In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

~~§ 6.4~~ If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

~~§ 6.5~~ If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

~~§ 6.6~~ If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- ~~1~~ give written approval of an increase in the budget for the Cost of the Work;
- ~~2~~ authorize rebidding or renegotiating of the Project within a reasonable time;
- ~~3~~ terminate in accordance with Section 9.5;
- ~~4~~ in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- ~~5~~ implement any other mutually acceptable alternative.

~~§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

PAGE 6

Arbitration pursuant to Section 8.3 of this Agreement

PAGE 8

\$10,000.00 plus all applicable gross receipts tax.

...

Not Applicable for defined scope of work.

...

Not Applicable for defined scope of work.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent ( 1.15 %), or as otherwise stated below:

PAGE 9

Design Phase	<u>Fifty</u> percent (	<u>50</u>	) %
Construction Documents Phase	<u>Fifty</u> percent (	<u>50</u>	) %
Construction Phase	<u>N/A</u> percent (		) %

...

See attached Hourly Billing Rates Exhibit

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent ( 1.15 %) of the expenses incurred.

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N/A

...

§ 11.10.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to ~~off-set~~ ~~offset~~ sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

...

N/A

...

Richard Primrose, County Manager

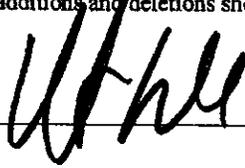
Robert Calvani, President

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Robert M. Calvani, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 07:27:55 on 01/26/2016 under Order No. 4460717099\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2007, Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)



(Title)

PRINCIPAL IN CHARGE

(Dated)

1.26.2016

**NCA ARCHITECTS**  
**FEE SCHEDULE**

<u>Personnel</u>	<u>Hourly Rate</u>
Principal Architect .....	\$225.00
Project Architect .....	\$175.00
Project Manager .....	\$150.00
Intern Architect .....	\$100.00
Senior CADD Operator .....	\$85.00
Clerical .....	\$50.00
Per Diem (4-7 hours).....	\$22.00 / Day
Per Diem (7-12 hours).....	\$35.00 / Day
Mileage .....	\$0.50 / Mile

Additional services will be billed at the normal hourly rates listed above.

All other reimbursable costs, including outside photographic work, consultants, printing, postage, processing fees, long distance telephone rates, etc., or as agreed upon, will be billed as invoiced plus 15% .

**NOTE: THE ABOVE COSTS DO NOT INCLUDE NEW MEXICO GROSS RECEIPTS TAX.**

Current as of January 1, 2016