CIBOLA COUNTY BOARD OF COMMISSIONERS

T. Walter Jaramillo Chairman Robert Armijo 1st Vice Chairman Jack Moleres
2nd Vice Chairman

Patrick Simpson Commissioner Lloyd F. Felipe Commissioner

Regular Meeting
March 23, 2016
5:00 p.m.
Cibola County Courthouse

- 1. Call to Order
- 2. Roll Call
- 3. Pledge of Allegiance
- 4. Prayer
- 5. Approval of Agenda
- 6. Approval of Minutes:
 - a. February 17, 2016 Regular Commission Meeting
 - b. March 8, 2016 Special Meeting

7. Reports

- a. Monthly Sheriff's Department Activity Report
- b. Monthly Detention Report
 - i. PREA
- c. Monthly Road Department Report
- d. County Complex Remodel Expense Report
- e. Update on Taxation and Revenue Audit

8. Public Comment

The Public has the opportunity to provide comment at this time regarding any agenda item only. Your Comments will be limited to three minutes unless the Board of County Commissioners requests more information. The time limit is given in an effort to allow public input but also to move the agenda forward in a prompt yet efficient manner.

9. Presentations

- a. Employee of the Month
- b. 7 Cities Production Barbara Wesley
- c. Ernie Byers & Associates

10. <u>Unfinished Business—Action May Be Taken</u>

- a. Consideration of RFP On-Call Architect Services
- b. Consideration of Intergovernmental Agreements for Housing Inmates between Cibola County and the following County Detention Centers and Transport Agencies:

Bernalillo San Miguel City of Grants

CatronSocorroUSPTSMcKinleyTaosPTSMoraValenciaSTSRio ArribaVillage of MilanAPPO

Sandoval

11. Action Items

- a. Consideration of Resolution 16-18, Juvenile Adjudication Program
- b. Consideration of Resolution 16-19, Budget Adjustment
- c. Consideration of Resolution 16-20, Inspection of Public Record
- d. Consideration of Resolution 16-21, Amend 15-34 at to Laguna Precinct 22
- e. Jaynes Construction Gross Maximum Price Proposal
- f. Knights of Columbus Building

12. Manager's Report

13. Comments

- a. Staff
- b. Commissioners

14. Executive Closed Session

Pursuant to Section 10-15-1 (H) (2) (5) (7) & (8) the following matter may be discussed in closed session: a) personnel: b) collective bargaining: CPSO; b). pending or threatened litigation: c) real property: proceedings; specific limited topics that are allowed or authorized under the stated statute.

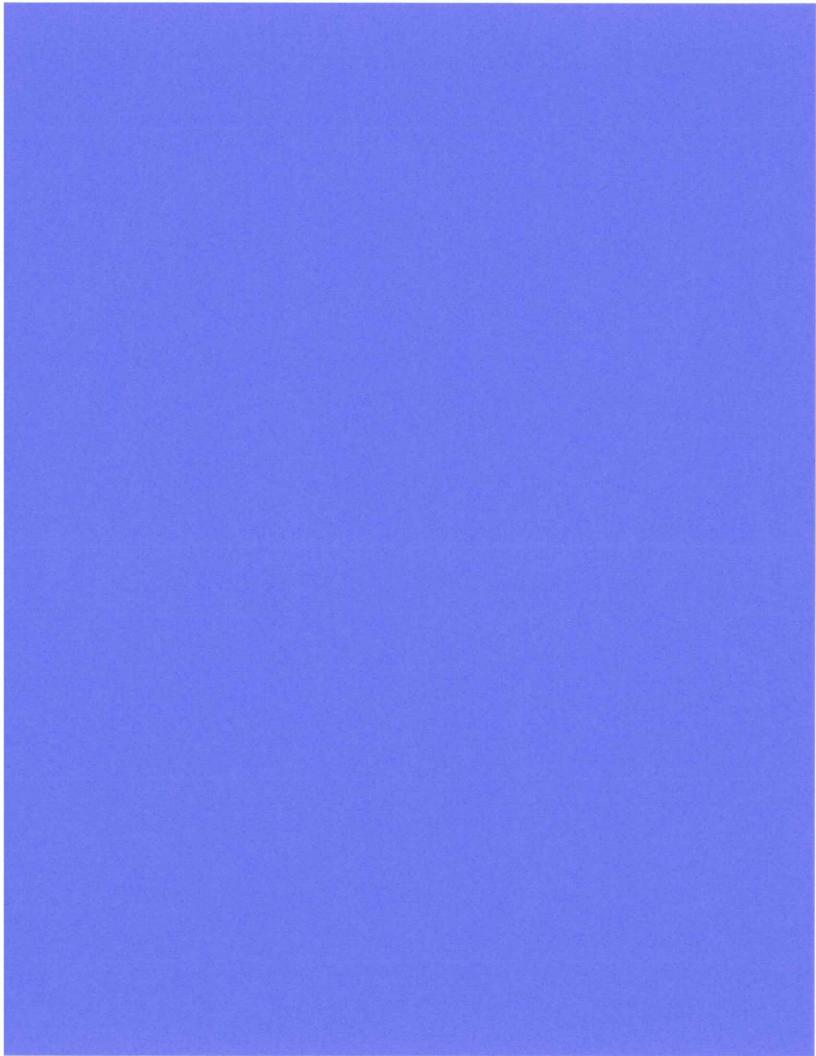
- Motion and roll call vote to go into Executive Session for the state reasons
- Board meets in closed session
- Motion and vote to go back into regular session
- Summary of items discussed in closed session
- Motion and roll call vote that matters discussed in closed session were limited to those specified in Motion.

For closure and that no final action was taken, pursuant to the authority in § 10-15-1 NMSA 1978.

15. Announcements

The next Regular Commission Meeting will be held on Wednesday, March 23, 2016 at 5:00 p.m. immediately following the Board of Finance Meeting in the County Convention Room.

16. Adjournment



Cibola County Commission Regular Meeting Wednesday, February 17, 2016

The Cibola County Commission held a Regular Meeting on Wednesday February 17, 2016 at 5:30 pm in the Cibola County Commission Center

Elected Officials Present Staff

T. Walter Jaramillo, Chairman Robert Armijo, 1st Vice Chairman Jack Moleres, 2nd Vice Chairman Patrick Simpson, Commissioner Lloyd Felipe, Commissioner

Tony Boyd, County Manager
Joseph Sanders, Financial Analyst
Elisa Bro, County Clerk
Doreen Esparza, Recording/Filing Clerk

1. Call to Order

Chairman T. Walter Jaramillo, called the meeting to Order at 5:30 p.m.

2. Roll Call

Chairman T. Walter Jaramillo, does roll call-5-5 Commissioners in attendance.

3. Pledge of Allegiance

4. Prayer

2nd Vice Chairman Moleres led us in Prayer.

5. Approval of Agenda

Manager Tony Boyd removed Action Item G due to the GHS Baseball Team needing to gather more information and not able to make the presentation.

Motion to approve the agenda made by $1^{\rm st}$ Vice Chairman Armijo, second by Commissioner Felipe 5-5 affirmative.

6. Approval of Minutes

a. January 6, 2016 Special Meeting.

Motion to Approve Minutes made by 1st Vice Chairman Armijo, second by 2nd Vice Chairman Moleres, Commissioner Felipe abstained was absent from the meeting 4-5 affirmative.

b. January 27, 2016 Regular Commission Meeting.

Correction on Item K. should have read Commissioner Simpson made motion to appoint Robert Armijo and Julie Quintana to the NWNMCOG Board second by Chairman Jaramillo 3-3 affirmative.

Motion to Approve Minutes made by 1st Vice Chairman Armijo, second by Commissioner Simpson, 2nd Vice Chairman Moleres abstained was absent from the meeting 4-5 affirmative.

7. Reports

a. Monthly Sheriff's Department Activity Report

Sheriff Tony Mace mentioned that they were waiting for the bid on the new body camera's and dash camera's and that the Body Armor came in on Tuesday February 16, 2016. Sheriff Mace mentioned that everything is updated and that they are fully staffed. He also said that they will be getting a 3 year old male K9 transferred from Bernalillo County for free.

b. Monthly Detention Report

Michael Dodds mentioned to the Commissioners that the monthly PREA report had 1 claim for the month of January that is currently under investigation. They started the PREA in August and did the policy procedure manual update, establish the gay & lesbian Intersex transgender policy, established a PREA coordinator and PREA investigator. And also established an MOU for the rape crisis center for the State of New Mexico. And updated the camera system.

c. Monthly Road Department Report

Gary Porter was absent due to having a doctor appoint. County Manager Tony Boyd mentioned to the Commissioners for the Month of January most of the regular maintenance was due to snow removal. He also mentioned that they are looking at an auction coming up in June from the State Department of Transportation. And looking at getting some hardship money from the State and also getting some other equipment.

d. County Complex Remodel Expense Report

County Manager Tony Boyd said the Current Activity report was 1,885,199.48 and total encumbered is 2,313,630.55 includes payments to NCA Architect, Jaynes Corporation, and some other small contractors that had to do some other projects on the side that included High Desert Roofing as well as Southwest Abatement. They have gutted the old Firestone building and will finish getting the roof done. And they have held off on getting the TG&Y roof replacement until they can do soft cuts and get some pillars put in.

8. Public Comments

Dr. Marc Gladney said that they are waiting for a decision from Cibola General Hospital Board on whether they can allow dental surgical services at the hospital. After the State announced late year that reimbursement payments for dental surgical services is being reduced the hospital then announced that they would no longer offer those services because the new amount would cut into their revenue. Dr. Gladney thanked the Commissioners for their efforts in trying to help the hospital and A to Z Dental come to a solution once again. On February 29, 2016 the Board is expected to make a decision.

9. Presentations

a. Employee of the Month

Manager Tony Boyd wanted to Thank Anna Larson and her hard work and dedication and presented her with Employee of the month for February 2016.

b. Wolf Program – Anita A. Hand, Catron County

Anita A. Hand gave a presentation on the Mexican Gray Wolves she mentioned that they were listed as an endangered species in 1976 after the U.S Fish and Wildlife service determined that they were endangered of becoming extinct. In 1982 the Mexican Gray Wolf recovery plan was formed with the goal of maintaining a captive breeding program and re-established the species in what they considered their destroyed habitat. They got into a lawsuit with some environmental group, because they went moving fast enough. And in 1996 a proposed experimental rule and final environmental impact statement was published. In the mid 1990's the Catron County commission approached the Fish and Wildlife service with their concerns over the program. In 1998 the designation of the non-essential experiential population was accompanied by ESA or the endangered species act. And in 1998 the Mexican Gray wolf partied on the endangered species list and was re-introduced by the Federal Government into the Blue Ray recovery area. The Tax Base in Catron County is Agriculture, Livestock, and Hunting. In 2006 they had 1,036 cattle that where killed by wolves. And in 2015 they had 72 wolf incidents.

c. Uranium Capitol Speedway's 2016 Season - Keith Ford

Keith Ford President and Jason Bodley Vice President spoke with the Commissioners that they would like some help from the County so they can put up a new wall and fence and are also needing to upgrade the facility and wanting to add to the Grand Stand and put 250 seats and asking for \$4000.00 and \$7500.00 for a Brick Wall. Mr. Ford spoke to Walter Meech and said he would give some cement blocks with a discount of \$60.00 a block and also need fencing and fence posts. Mr. Ford said they have thousands of tires that they need to get rid of and County Manager Tony Boyd said they might be able help them out with the tires, because they are working with the Environmental Department to get a grant to clean up some of the dump sites within the County. Mr. Ford also said that they are open from April through October. Chairman Jaramillo and Commissioner Simpson asked them to check back in June when the new budget comes up and they will see how they can help them out.

10. Unfinished Business - Action May Be Taken

a. Purchase of Land East of La Mesa Mall

Josephine Hurtado from Quest Title said that the original owners where 7 owners and several of them have passed away. One 7th entrance owned by Freight Trails looks like there is some Probate issues that were not properly set up and transferred and the Personal Representative of Mr. Pitchford Estates are not willing to give up to turn over any documents to prove that he has authorization to transfer the property, so the one 7th entrance they may be looking at a quiet title lawsuit in order to get a clear title for the County.

11. Action Items

a. Consideration of WH Pacific Engineering Firm Services Agreement

Motion to approve Consideration of WH Pacific Engineering Firm Services Agreement made by 1st Vice Chairman Armijo, second by Commissioner Simpson 5-5 affirmative.

b. Consideration of RFP On-Call Architect Services

Motion to table Consideration of RFP On-Call Architect Services made by Commissioner Felipe, second by 1st Vice Chairman Armijo 5-5 affirmative.

c. Consideration of Resolution 16-14, Budget Adjustment

Motion to approve Consideration of Resolution 16-14, Budget Adjustment made by Commissioner Felipe, second by Commissioner Simpson 5-5 affirmative.

d. Consideration to Resolution 16-15, Opposing U.S. Fish & Wildlife Service Wolf Recovery Program

Motion to approve Consideration to Resolution 16-15, Opposing U.S. Fish & Wildlife Service Wolf Recovery Program made by Commissioner Simpson, second by 1st Vice Chairman Armijo. Felipe motioned no to gather further information 4-5 affirmative.

e. Consideration of Sunnyland Offer

Motion to approve Consideration of Sunnyland Offer 2nd Vice Chairman Moleres motioned as a rejected offer, second by 1st Vice Chairman Armijo 5-5 affirmative.

f. Run for the Wall

Motion to approve Run for the Wall made by Commissioner Felipe, second by Commissioner Simpson 5-5 affirmative.

g. GHS Baseball Team Score Board

Motion to table GHS Baseball Team Score Board until next month's meeting.

h. County Logo Contest

Motion to approve County Logo Contest made by 2^{nd} Vice Chairman Moleres, second by 1^{st} Vice Chairman Armijo 5-5 affirmative.

i. Bataan Memorial

Motion to approve Bataan Memorial made by Commissioner Felipe, second by 2nd Vice Chairman Armijo 5-5 affirmative.

j. Mirabal Park Multi – Purpose Flood Control Facility

Motion to approve Mirabal Park Multi – Purpose Flood Control Facility made by Commissioner Simpson, second by 1st Vice Chairman Armijo 5-5 affirmative.

k. Knights of Columbus Building

Item K. Is on the agenda until future action and all paper work is complete.

I. Consideration of Intergovernmental Agreements for Housing Inmates between Cibola County and the following County Detention Centers and Transport Agencies.

Motion to table made by 1st Vice Chairman Armijo, second by Commissioner Felipe. Chairman Jaramillo motioned no 4-5 affirmative.

12. Manager's Report

County Manager Tony Boyd mentioned to the Commissioners that he received a letter of support for land swap at Bluewater Lake. Mr. and Mrs. Virgil Ford has a Ranch in McKinley County and there is 40 acres of State Park land that is owned by the Bureau of Land Management and the State Parks Division. And the Fords own another 40 acres that is right within the boundaries of Bluewater Lake State Park and have been working on the land swap for several years and will swap land straight across. It will take 40 acres off the County Tax roll, but it will make it to where the State Parks division specifically Law Enforcement will be able to enforce their regulations on that land. The State is trying to get that property to better control and enforce the park rules. He also mentioned that they have issued a PO for the garage building at El Morro Ranches Fire Department and should be working on that in the next 30 to 45 days.

13. Comments

a. Staff

County Clerk Elisa Bro mentioned to the Commissioners that we will have to move Precinct 22 from Bender Hall in Paguate to the New Recreation Center for the upcoming Primary Election, because there is no internet service or phone service, so they will have to submit a letter which will be brought to the Commissioners then a resolution will be set and a court order will be approved.

b. Commissioners

No Comments at this time.

14. Executive Closed Session

Commissioners did not go into Executive Session at this time.

15. Announcements

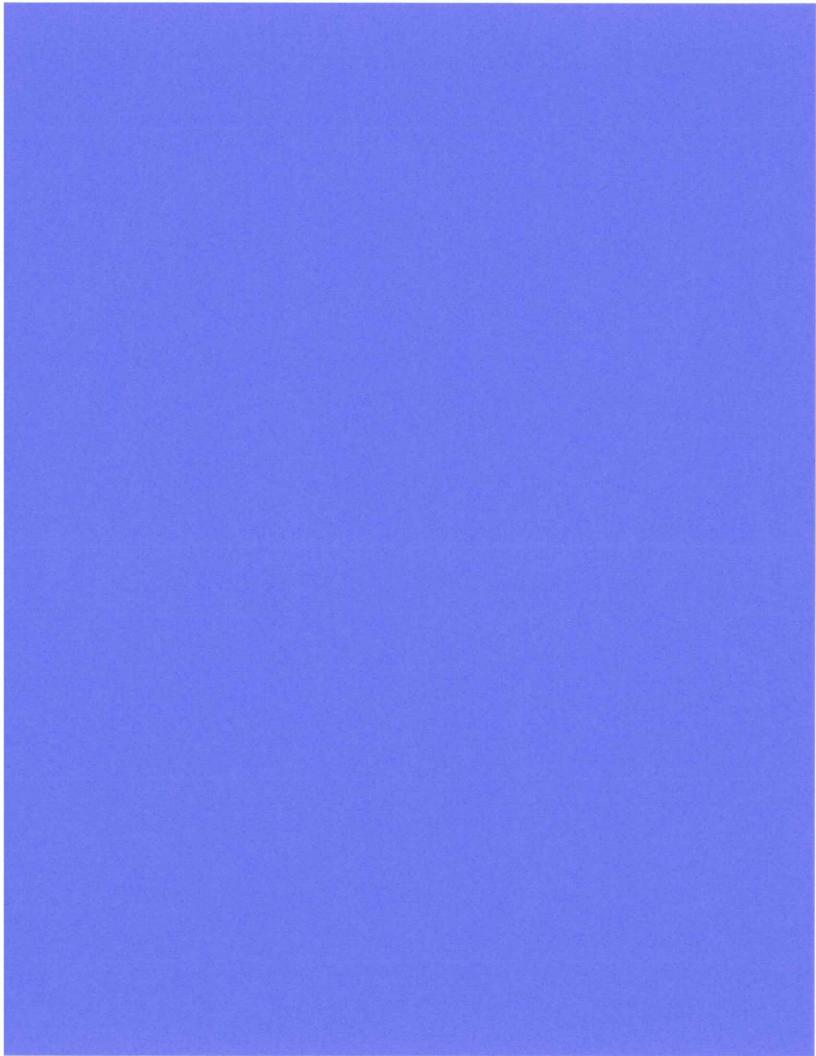
The next Regular Commission Meeting will be held on Wednesday, March 23, 2015 at 5:00 p.m. immediately following the Finance Meeting in the County Convention Room.

16. Adjournment

Motion to adjourn meeting made by 1st Vice Chairman Armijo, second by Commissioner Simpson at 9:28 p.m.

BOARD OF CIBOLA COUNTY COMMISSIONERS

T. Walter Jaramillo, Chairman		
Robert Armijo, 1 st Vice Chairman		
Nobell Allingo, I vice Cilalinali		
Jack Moleres, 2 nd Vice Chairman		
Patrick Simpson, Commissioner		
Lloyd Felipe, Commissioner		
ΔΤΤΕςΤ·		
ATTEST:	Makas	
Cibola County Clerk	Date:	



Cibola County Commission Special Meeting Tuesday March 8, 2016

The Cibola County Commission held a Special Meeting on Tuesday March 8, 2016 at 12:00 pm in the Cibola County Commission Room

Elected Officials Present Staff

T. Walter Jaramillo, Chairman Robert Armijo 1st Vice Chairman Jack Moleres, 2nd Vice Chairman Tony Boyd, County Manager
Joseph Sanders, Financial Analyst
Elisa Bro, County Clerk
Doreen Esparza, Recording/Filing Clerk

1. CALL TO ORDER

Chairman Jaramillo called the meeting to Order at 12:06 pm.

2. ROLL CALL

Chairman Jaramillo does roll call- 3-5 Commissioners in attendance. Commissioner Simpson was absent, Commissioner Felipe absent.

3. Pledge of Allegiance

4. Prayer

Prayer led by County Manager Tony Boyd.

5. Approval of Agenda

Motion to approve Agenda made by 1st Vice Chairman Armijo, second by 2nd Vice Chairman Moleres, 3-3 affirmative.

6. Action Items

a. Consideration of Resolution 16-16, Hardship Waiver

Motion to approve Resolution 16-16, Hardship Waiver made by $2^{\rm nd}$ Vice Chairman Moleres, second by $1^{\rm st}$ Vice Chairman Armijo 3-3 affirmative.

b. Consideration of Resolution 16-17, LDWI Grant

Motion to approve Resolution 16-17, LDWI Grant made by 1st Vice Chairman Armijo, Second by 2nd Vice Chairman Moleres 3-3 affirmative.

c. Cibola General Hospital Contract Amendment

Motion to approve Cibola General Hospital Contract Amendment made by 1st Vice Chairman Armijo, second by 2nd Vice Chairman Moleres 3-3 affirmative.

- d. Wells Fargo Issue Update.
- e. Workshop- For Land Use Ordinance 3/18/2016
- f. Workshop- For Land Use Ordinance 3/18/2016

Motion to approve Action Items E and F made by 1st Vice Chairman Armijo, second by 2nd Vice Chairman Moleres 3-3 affirmative.

Workshop on 3/17/2016 at 5:30 p.m.

7. Announcements

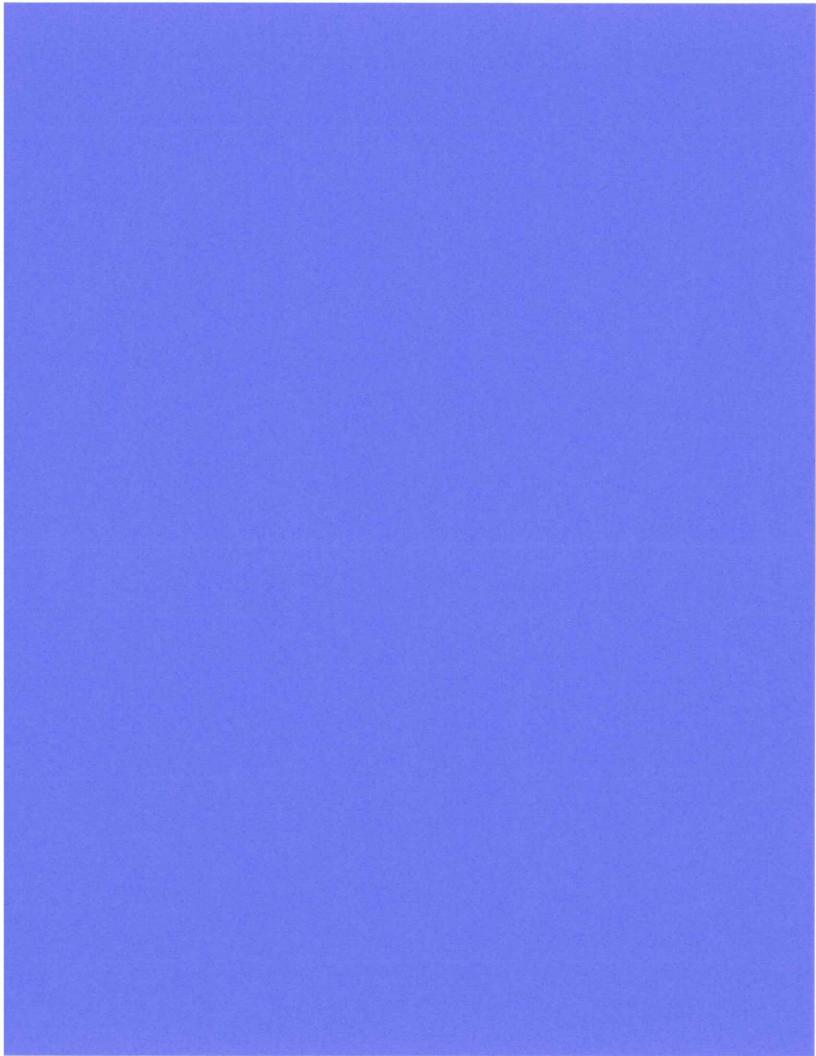
The next Regular Commission Meeting to be help on Wednesday, March 23, 2016 Immediately following the Board of Finance Meeting in the County Convention Room.

8. Adjournment

Motion to adjourn meeting made by 1st Vice Chairman Armijo, second by 2nd Vice Chairman Moleres at 12:35 p.m.

BOARD OF CIBOLA COUNTY COMMISSIONERS

T. Walter Jaramillo, Chairman	
Robert Armijo, 1 st Vice Chairman	· · · · · · · · · · · · · · · · · · ·
Jack Moleres, 2 nd Vice Chairman	
Patrick Simpson, Commissioner	
Lloyd Felipe, Commissioner	
Lioya i elipe, cominissionei	
ATTEST:	
	Date:
Cibola County Clerk	





Cibola County Sheriff's Office

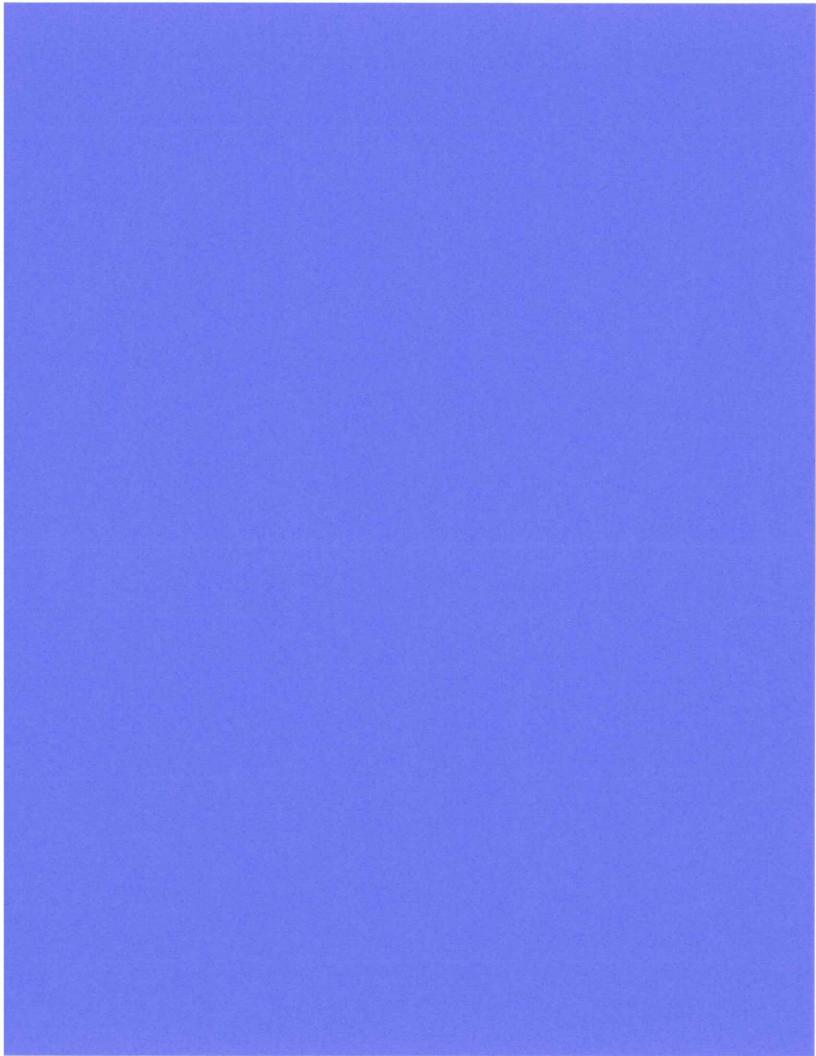
Office: 505-876-2040 Dispatch: 505-287-9476 Fax: 505-876-2090 Sheriff Tony Mace
tnymace@yahoo.com
Undersheriff P. Michael Munk
mmunk@co.cibola.nm.us

Physical: 114 McBride Road Grants, NM 87020 Mailing: 515 W. High St. Grants, NM 87020

The following are statistics for the Cibola County Sheriff's Department for FEBRUARY 1, 2015 through FEBRUARY 29, 2015.

Accidents	9	PREVIOUS YR 2015 14
Arrests	64	60
Transports	33	29
Warrant Transports	29	22
Calls	678	520
Citations	26	12
Warnings	38	4
Civil Papers	61	46
Incidents	40	46
Animal Control Calls	31	23

Please note the above information will change as deputies do all above duties as it occurs.



JANUARY 2016 COMMISSION REPORT

Bookings For January 2016
Bookings For December 2016

 Bookings
 Releases

 247
 284

 249
 242

Daily Average Inmate Count for January 2016
Daily Average Inmate Count for December 2015
Highest facility count for the month of January 2016

 Male
 Female

 140
 58

 125
 41

 144
 69

Total

199
Total
213

Revenue Collected for January 2016				
Co. Correctional Fac GRT.	\$38,168.07	January 2016 For December 2015		
Housing	\$126,396.21	Collected in January 2016		
Federal Transports		Collected in January 2016		
Medical	\$4,131.72	Reimbursements & Fees		
All Other	\$1,546.20	Inmate Fees, Commissions, Other Revenue		
Correction Fees				
Total	\$170 242 20			

Rent paid for January 2016	\$9,821.00	From State to General fund
Juvenile Care paid for January		Juvenile's are currently held at the

TOTAL BILLING DAYS FOR JANUARY 2016 = 2,198

Paying January 2016]				
County, City & Federal	# of Inmates	Average # of Billing Days	Billing Days	Rate	Total
City of Grants	142	3.8	545	52.00	\$24,048.00
Village of Milan	6	6.3	38	54.00	\$1,485.00
United States Marshals	27	27.3	737	50.13	\$36,945.81
Valencia County	16	19.9	319	60.00	\$17,226.00
Socorro County	2	23	46	54.00	\$2,484.00
Rio Arriba County	31	13.6	423	54.00	\$22,842.00
Mora County	2	27.5	55	54.00	\$2,970.00
Catron County					
SanMiguel County				54.00	
Prisoner Transportation Services	2	1	2	57.00	\$114.00
Security Transport Services	8	1	8	57.00	\$456.00
Air Force Nuclear Weapons Center	1	25	25	65.00	\$1.625.00
Pueblo of Acoma	1	20	20	00.00	φ1,020.00
Totals	237	148.4	2198		\$110,195.81

January 2016 Nor	n Paying				
Non Paying	# of Inmates	Average # of Billing Days	Billing Days	Rate	Total
APPO	39	15.5	606	57.00	\$24,823.50
Magistrate Court	192	10.4	2,002	57.00	\$100,776.00
District Court	75	22	1,653	57.00	\$82,507.50
Totals	306	47.9	4,261		\$208,107.00

JUVENILE DETENTION LISTING JANUARY 2016

FROM DATE	TO DATE	Man - Days	Total
1/1/16 0:00	1/5/16 12:48	4 DAYS & 12 HOURS	\$791.25
1/10/16 0:57	1/22/16 7:39	12 DAYS & 30 1/2 HOURS	\$2,322.65
1/29/16 17:05	1/31/16 16:59	1 DAY & 24 HOURS	\$350.00
1/29/16 0:00	1/29/16 18:43	18 & 1/2 HOURS	\$135.05

Total Man · Days: 22

Rate Per Day: \$108.00

Total Due: \$3,598.95

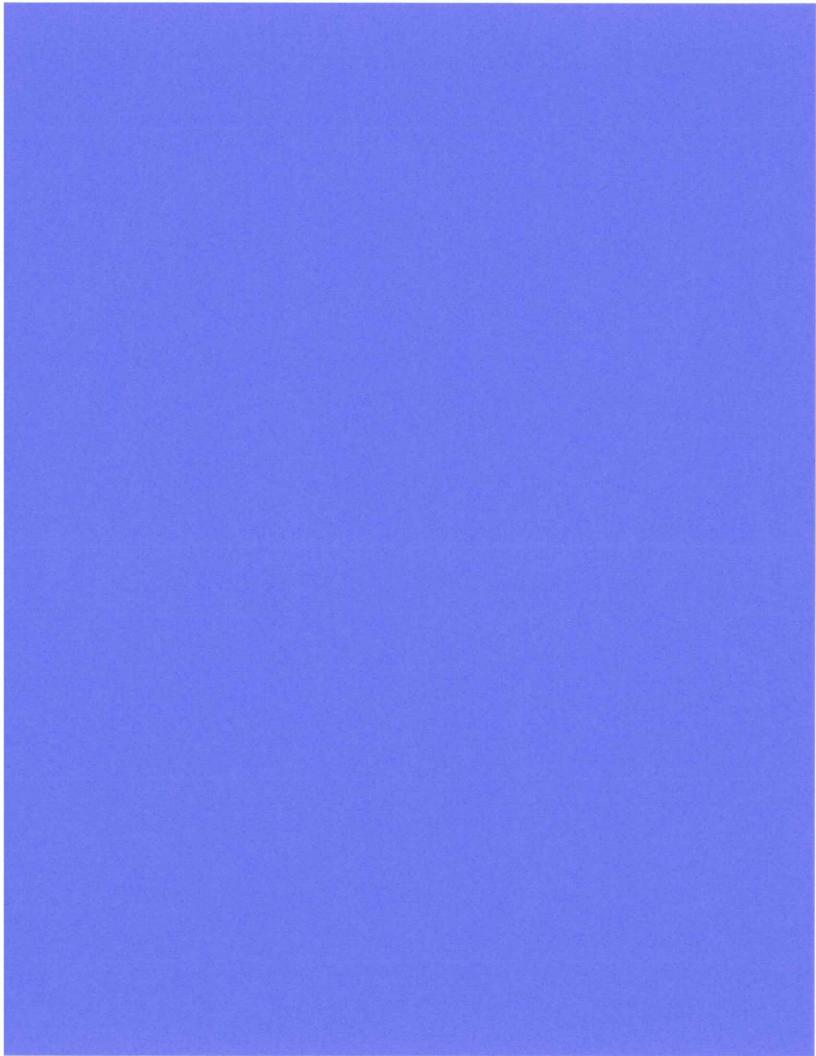
Year To	Date
Month	Amount
July	\$5,395.95
August	\$10,723.86
September	\$10,922.31
October	\$13,472.08
November	\$8,415.40
December	\$4,291.25
January	\$3,598.95
February	
March	
April	
May	
June	

Total To Date:

\$56,819.80

Prison Rape Elimination Act (PREA) MONTHLY Reporting Data Cibola County Detention Center

1)	How many persons unde	er the supervion	of your fa	acility were-
	CONFINED in the month Feb-16 333	of February? -		
2)	For the month of FEBRUA Feb-16 Male		he averag Female	ge daily population of your confinement facility? 43
3)	For the month of FEBRU.	ARY, how many	allegatior	ns of inmate-on-inmate NONCONSENSUAL SEXUAL ACTS were reported
4)	Of the allegations report	ed in item 3, ho	w many v	vere-
a.	Substantiated	Feb	0	_
b.	Unsubstantiated	Feb	0	_
c.	Unfounded	Feb	0	_
d.	Investigation Ongoing	Feb	0	_
5)	For the month of FEBRU.	ARY how many a	allegation	s of inmate-on-inmate ABUSIVE SEXUAL CONTACT were reported?
6)	Of the allegations report	- ed in item 5. ho	w many v	vere-
	Substantiated	Feb	0	
b.	Unsubstantiated	Feb	0	-
c.	Unfounded	Feb	0	-
d.	Investigation Ongoing	Feb	0	-
7)	For the month of FERRIL	— ΔRY how many :	allegation	- s of inmate-on-inmate SEXUAL HARRASSMENT were reported?
,,	Feb 0	-	медатюн	30 minute on minute 32x0/12 m/m//33/MENT were reported.
8)	Of the allegations report	ed in item 7. ho	w manv v	vere-
	Substantiated	Feb	0	
b.	Unsubstantiated	Feb	0	-
c.	Unfounded	Feb	0	-
d.	Investigation Ongoing	Feb	0	<u>-</u>
9)		ARY how many a	allegation	s of STAFF SEXUAL MISCONDUCT were reported?
401		-		
	Of the allegations report			vere-
	Substantiated	Feb	0	-
	Unsubstantiated	Feb Feb	0	-
	Unfounded Investigation Ongoing	Feb	1	-
		0		-
11)	Feb 0	ARY, how many -	allegatior	ns of STAFF SEXUAL HARASSEMENT were reported?
12)	Of the allegations report	ed in item 11, h	ow many	were-
a.	Substantiated	Feb	0	_
b.	Unsubstantiated	Feb	0	_
c.	Unfounded	Feb	0	_
d.	Investigation Ongoing	Feb	0	



Cibola County Road Dept.

515 W. High Street Grants NM 87020 505-285-2570 Phone 505-285 3656 Fax



Tuesday, March 15, 2016

To: Tony Boyd - County Manager

Fr: Gary Porter - Public Works Director

Re: Monthly Report: 1/29/16 -2/29/16 (February)

Regular Maintenance

Blade & Shape

<u>Road</u>		<u>Description</u>	<u>Miles</u>
C52	El Gallo Rd.		0.840
C63	Anaconda Rd.		5.931
C41	Pie Town Rd.		10.714
<i>C1</i>	Marquez Rd.		17.208
C42	Back Country Byway		36.087
		Total Miles	70.780

Special Projects

	Spread base course at El Morro Fire Station.
	Rio San Jose Project - Clean ditch.
C63	Anaconda Rd Haul dirt from shoulder.
C29	Plano Colorado - Fix & clean cattle guard - patching.
C29A	Old Bluewater Acres Rd Fix & clean cattle guards.
C49	Zuni Canyon Rd Fix & clean cattle guards & culverts - patching.
C28A	Plano Colorado Frontage Rd Patching.
C24	Elkins, Berry Hill, Tietjen Rd Patching.
C17	Mt. Taylor Addition - Make speed hump, paint speed humps.
<i>C7</i>	Cubero Loop & Village Roads - Shoulder work - paint speed humps.
C5	Moquino & Bibo Loop - Working on crossing & patching.
<i>C6</i>	Seboyeta - Bibo - Moquino Roads - Sweep, work on crossing, paint speed humps.

C1	Marquez Rd Shoulder work.
C58	San Rafael - Pick up trash, paint speed humps.
C28	Bluewater Village - Install speed humps.
C57	E. Circle/W. Circle - Install speed hump, sweep.
C18A	Lobo Creek Rd Shoulder work.
C20	San Mateo Roads - Haul dirt.
C35	Fence Lake Community Roads - Haul base course, check cattle guards.
C47	Mesa Ridge Rd Fix cattle guard.
C34	Pine Hill Rd Check cattle guard.
C33	Candy Kitchen Rd Check cattle guards.
	Snow Removal
C30	Snow Removal Bluewater South
C30 C49	
	Bluewater South
C49	Bluewater South Zuni Canyon Rd.
C49 C19B	Bluewater South Zuni Canyon Rd. La Mosca Tank Rd.
C49 C19B C18A	Bluewater South Zuni Canyon Rd. La Mosca Tank Rd. Lobo Creek Rd.
C49 C19B C18A C47	Bluewater South Zuni Canyon Rd. La Mosca Tank Rd. Lobo Creek Rd. Mesa Ridge Rd.
C49 C19B C18A C47 C45	Bluewater South Zuni Canyon Rd. La Mosca Tank Rd. Lobo Creek Rd. Mesa Ridge Rd. Camino De Turquesa
C49 C19B C18A C47 C45 C48	Bluewater South Zuni Canyon Rd. La Mosca Tank Rd. Lobo Creek Rd. Mesa Ridge Rd. Camino De Turquesa Mallery Rd.

Cibola County Road Dept.

515 W. High Street Grants NM 87020 505-285-2570 Phone Fax 505-287-3656



MAINTENANCE REPORT

February 2016

Road Dept.	151	17.18	0.5	\$	11.00	\$	22.68
Road Dept.	152	27.48	0.5	\$	11.00	\$	32.98
riodd Zopii	702	27.40	0.0	 	77.00	Ψ	02.00
Road Dept.	154	\$17.44	0.5	\$	11.00	\$	22.94
				TO	TAL	\$	78.60

L

Cibola County Road Dept.
515 W. High Street
Grants NM 87020 505-285-2570 Phone 505-287-3656 Fax



FUEL REPORT - CIBOLA COUNTY ROAD DEPARTMENT February 2016

		UN	LEADED			
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TO	TAL COST
G-18461	#VALUE!	#VALUE!	N/U	0.000	\$	=
G-18473	0.50	3.03	91	30.000	\$	45.26
G-18464	0.15	9.78	352	36.000	\$	54.39
G-02084	#VALUE!	#VALUE!	N/U	0.000	\$	-
G-15638	#VALUE!	#VALUE!	N/U	0.000	\$	-
G-29800	0.00	#DIV/0!	38	0.000	\$	-
G-29091	0.09	16.29	228	14.000	\$	21.13
G-23696	0.14	10.73	307	28.600	\$	43.18
G-23697	0.12	13.13	105	8.000	\$	12.08
G-39980	0.11	13.28	478	36.000	\$	54.37
G-39988	#VALUE!	#VALUE!	N/U	0.000	\$	-
G-57384	0.14	10.50	903	86.000	\$	129.80
G-57619	0.29	5.14	72	14.000	\$	21.13
G-57618	#VALUE!	#VALUE!	N/U	0.000	\$	1 .
146	#VALUE!	#VALUE!	N/U	0.000	\$	-
G-66164	0.08	18.08	N/U	22.400	\$	33.82
G-66165	#VALUE!	#VALUE!	N/U	0.000	\$	-
G-70482	0.06	23.90	196	8.200	\$	12.37
G-78718	0.11	13.31	1,804	135.500	\$	204.55
G-64239	0.07	22.65	1,076	47.500	\$	71.72
G-86952	0.05	29.54	582	19.700	\$	29.76
G-86953	0.07	21.03	999	47.500	\$	71.74
G-86954	0.07	20.65	1,332	64.500	\$	97.41
G-91750	0.08	19.77	1,518	76.800	\$	115.97
G-34769	#VALUE!	#VALUE!	N/U	0.000	\$	-
503	4.64	0.35	69	196.300	\$	320.46
Extra card	#VALUE!	#VALUE!	N/U	5.300	\$	13.05

	DIESEL FUEL								
VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TC	TAL COST			
G-50237	0.21	7.84	189	24.100	\$	39.41			
G-18484	#VALUE!	#VALUE!	N/U	0.000	\$	-			
G-18476	#VALUE!	#VALUE!	N/U	0.000	\$	-			
G-18795	#VALUE!	#VALUE!	N/U	0.000	\$	-			
G-30550	0.28	5.87	985	167.700	\$	271.64			
G-30549	0.38	4.27	400	93.700	\$	153.22			
G-38441	#VALUE!	#VALUE!	N/U	0.000	\$	-			
G-67372	0.34	4.77	1,019	213.600	\$	346.41			
G-67371	0.30	5.33	1,127	211.400	\$	341.37			
G-70782	0.10	16.07	733	45.600	\$	74.55			
Distributor	#VALUE!	#VALUE!	N/U	0.000	\$,-1			
Water Truck	#VALUE!	#VALUE!	N/U	0.000	\$	-			
New Transport	0.70	2.60	467	179.500	\$	326.18			
305	0.00	#DIV/0!	38	0.000	\$	-			
306	0.00	#DIV/0!	16	0.000	\$	-			
307	5.70	0.29	68	238.500	\$	387.76			
308	1.40	1.16	94	81.200	\$	131.87			
309	#VALUE!	#VALUE!	N/U	0.000	\$	-			
310	#VALUE!	#VALUE!	N/U	0.000	\$	-			
311	2.37	0.68	17	25.100	\$	40.35			
312	#VALUE!	#VALUE!	N/U	0.000	\$	-			
313	#VALUE!	#VALUE!	N/U	0.000	\$	-			
314	4.24	0.39	59	153.000	\$	250.23			
416	5.97	0.27	106	390.400	\$	632.99			
417	5.04	0.32	92	286.600	\$	463.76			
418	6.48	0.25	28	111.700	\$	181.30			
501	4.64	0.35	69	196.300	\$	320.46			
Extra card	#VALUE!	#VALUE!	N/U	0.000	\$.=			
	TC	EL	2418.400	\$	3,961.50				

Cibola County Road Dept.

515 W. High Street Grants NM 87020 505-285-2570 Phone 505-287-3656 Fax



FUEL REPORT CIBOLA COUNTY BY DEPARTMENT February 2016

SHERIFF'S DEPARTMENT

VEHCLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-85515	0.09	16.53	1,845	111.591	\$ 170.99
G-85514	\$0.11	15.05	3,234	214.946	\$ 340.90
G-61113	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-68384	\$0.00	#DIV/0!	33	0.000	\$ -
G-68920	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-68922	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-68921	\$0.15	10.08	956	94.800	\$ 143.12
G-68418	\$0.30	5.45	206	37.800	\$ 61.81
G-72224	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-72225	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-75188	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-78152	#VALUE!	#VALUE!	DNTI	8.200	\$ 12.37
G-78153	#VALUE!	#VALUE!	DNTI	0.000	\$ -

					_	
G-78154	#VALUE!	#VALUE!	DNTI	0.000	\$	-
G-78717	\$0.00	#DIV/0!	93	0.000	\$	
G-78720	\$0.09	16.13	1,266	78.500	\$	118.50
G-78721	#VALUE!	#VALUE!	DNTI	0.000	\$	
G-78722	\$0.10	15.89	507	31.900	\$	48.19
G-78723	#VALUE!	#VALUE!	DNTI	0.000	\$	-
G-86096	\$0.14	11.78	3,315	281.384	\$	459.16
G-86996	#VALUE!	#VALUE!	DNTI	0.000	\$	-
G-85471	<i>\$0.15</i>	12.66	2,076	163.970	\$	309.99
A-190-ULS	#VALUE!	#VALUE!	N/U	0.000	\$	
G-88607	\$0.12	12.32	3,459	280.800	\$	423.81
G-88606	\$0.13	11.65	3,025	259.600	\$	391.98
G-88608	\$0.10	14.49	1,052	72.610	\$	105.00
G-88605	\$0.07	23.01	5,422	235.609	\$	362.11
Max Pro Armored Truck	#VALUE!	#VALUE!	DNTI	0.000	\$	-
G-90204	\$0.09	17.65	3,248	184.000	\$	277.81
G-90205	\$0.06	24.68	3,090	125.200	\$	188.96
3035	\$0.02	68.41	6,478	94.700	\$	142.97
4479	\$0.13	11.52	2,246	195.005	\$	296.27
4481	\$0.12	12.96	3,422	264.130	\$	398.33
207902	<i>\$0.14</i>	14.02	5,536	394.749	\$	764.70
259	\$0.08	21.24	4,279	201.500	\$	329.48
443	\$0.14	11.16	2,433	217.988	\$	332.96
445	\$0.11	13.16	2,201	167.300	\$	252.58
9058	\$0.10	15.31	2,908	190.000	\$	286.88

	T								
2219	\$0.09	17.62	3,601	204.400	\$ 308.60				
	TOTAL SHE	RIFF'S		4110.682	\$ 6,527.47				
	MANAGERS								
VEHCLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST				
7466	\$0.11	18.75	430	22.939	\$ 47.00				
	TOTAL MAN	AGERS		22.939	\$ 47.00				
		<u>RURAL A</u>	<i>DDRESSIN</i>	<u>G</u>					
VEHCLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST				
G60137	\$0.17	9.95	135	13.570	\$ 22.51				
TC	OTAL RURAL A	DDRESSING	3	13.570	\$ 22.51				
				•					
	<u>E</u>	MERGENCY	MANAGEN	<u>MENT</u>					
VEHCLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST				
G-86167	\$0.19	10.37	1,376	132.630	\$ 262.60				
TOTAL	L EMERGENCY	MANAGEM	ENT	132.630	\$ 262.60				
		<u>BUILDING</u>	& GROUN	<u>DS</u>					
VEHCLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST				
G-67587	\$0.09	21.86	433	19.809	\$ 39.00				
ТО	TAL BUILDING	& GROUND	os	19.809	\$ 39.00				
		I.T.(DATA	PROCESSII	V <i>G)</i>					
VEHCLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST				
									

G-90878	\$0.15	11.26	326	28.952	\$ 48.00
G-53547	\$0.39	4.12	66	16.022	\$ 25.62
T	44.974	\$ 73.62			

ASSESSORS

VEHCLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL	COST
G-78714	#VALUE!	#VALUE!	N/U	0.000	\$	-
G-78715	#VALUE!	#VALUE!	N/U	0.000	\$	-
G-81964	#VALUE!	#VALUE!	N/U	0.000	\$	-
	TOTAL ASSE	0.000	\$	-		

DETENTION

VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST
G-60185	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-24336	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-57383	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-59969	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-60180	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-61368	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-63072	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-73152	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-78719	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-79636	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-79879	#VALUE!	#VALUE!	DNTI	0.000	\$ -
G-85729	#VALUE!	#VALUE!	DNTI	0.000	\$ -

X-tra Card	#VALUE!	#VALUE!	DNTI	0.000	\$	-
	TOTAL DETENTION					-

ROAD DEPT. MOTORPOOL

VEHCLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTA	L COST
G-18474	#VALUE!	#VALUE!	N/U	0.000	\$	-
TOTA	AL ROAD DEPT	. MOTORPO	OOL	0.000	\$	-

CONSOLIDATED DISPATCH

VEHCLE #	COST/MILE	MPG	MILES	TOTAL GAL	TO	TAL COST
G-70403	0.38	4.36	143	32.8	\$	55.05
Generator	#VALUE!	#VALUE!	N/U	0	\$	-
TOTA	L CONSOLIDA	32.800	\$	55.05		

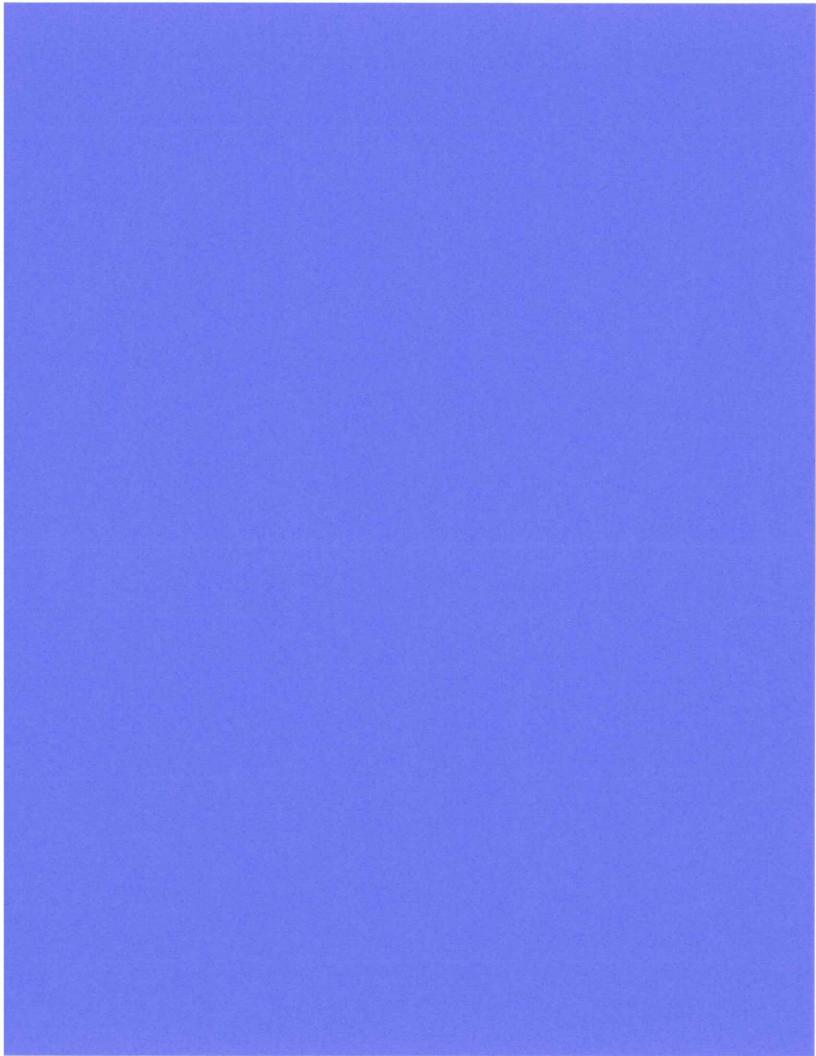
CLERKS OFFICE

VEHCLE #	COST/MILE	MPG	MILES	TOTAL GAL	TOTAL COST	
G-64240	#VALUE!	#VALUE!	N/U	0.000	\$	
G55649	0.18	9.76	621	63.643	\$	112.00
G-72255	0.00	#DIV/0!	28	0.000	\$	-
G-86995	0.09	18.59	255	13.718	\$	23.75
	77.361	\$	135.75			

<u>DWI PROGRAM</u>									
G-53823	#VALUE!	#VALUE!	N/U	0.000	\$	-			
G-45051	#VALUE!	#VALUE!	DNTI	0.000	\$	-			

G-85669	0.03	54.99	374	6.801	\$ 11.28
	6.801	\$ 11.28			

*DNTI = DID NOT TURN IN / *N/U = NOT USED





Detail Report with Activity and Encumbrance Account Detail

Date Range: 02/01/2016 - 02/29/2016

Account			Name			Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance
Fund: 563 - CONSTRUCT	TION FUND										
563-085-445-00101			PROFESSIONAL SERV.			1,885,199.48	1,682.00	1,886,881.48	2,313,630.55	-1,682.00	2,311,948.55
Post Date	Packet Nu	mber	Number	nber Description		P	Project Account		Running Balance	Encumbrance	Running Balance
02/23/2016	APPKT0038	31	004	SMITH'S RE	E-ROOF			1,682.00	1,886,881.48		
	Vendor:	28596 - I	HIGH DESERT ROOFING, IN	IC.	Payment Number: 84544						
02/23/2016			39758	AUGUST 2:	1, 2015					-1,682.00	2,311,948.55
	Vendor:	HIGH DE	SERT ROOFING, INC 285	96						•	
						1 005 100 10	1 500 00	4 000 004 40	2 242 522 55	4 500 00	
			101	al Fund: 563	B - CONSTRUCTION FUND:	1,885,199.48	1,682.00	1,886,881.48	2,313,630.55	-1,682.00	2,311,948.55
					Grand Totals:	1,885,199.48	1,682.00	1,886,881.48	2,313,630.55	-1,682.00	2,311,948.55

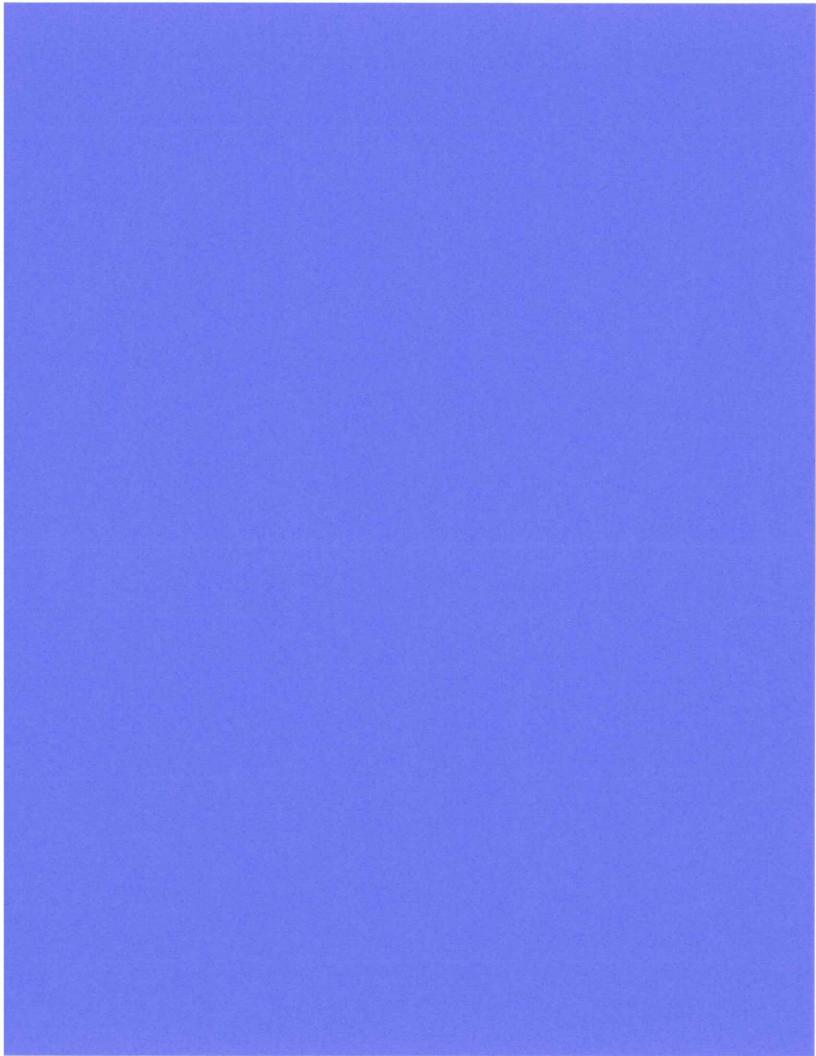
3/21/2016 8:12:25 AM Page 1 of 2

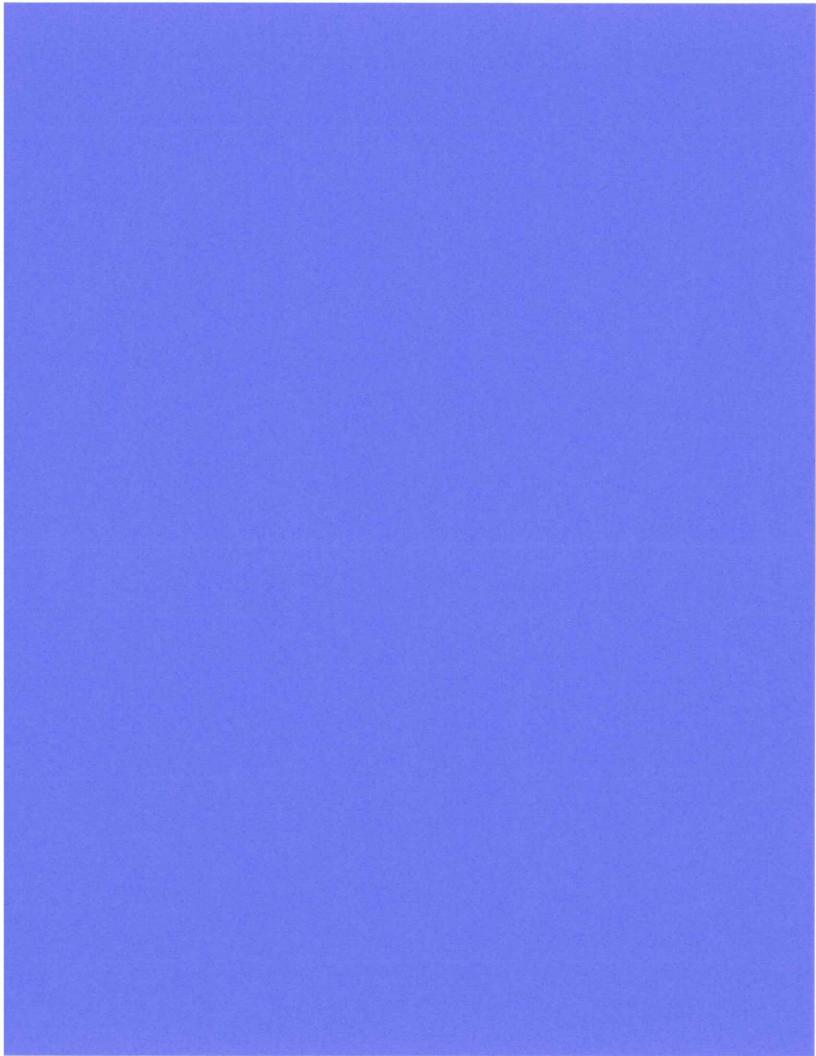
Date Range: 02/01/2016 - 02/29/2016

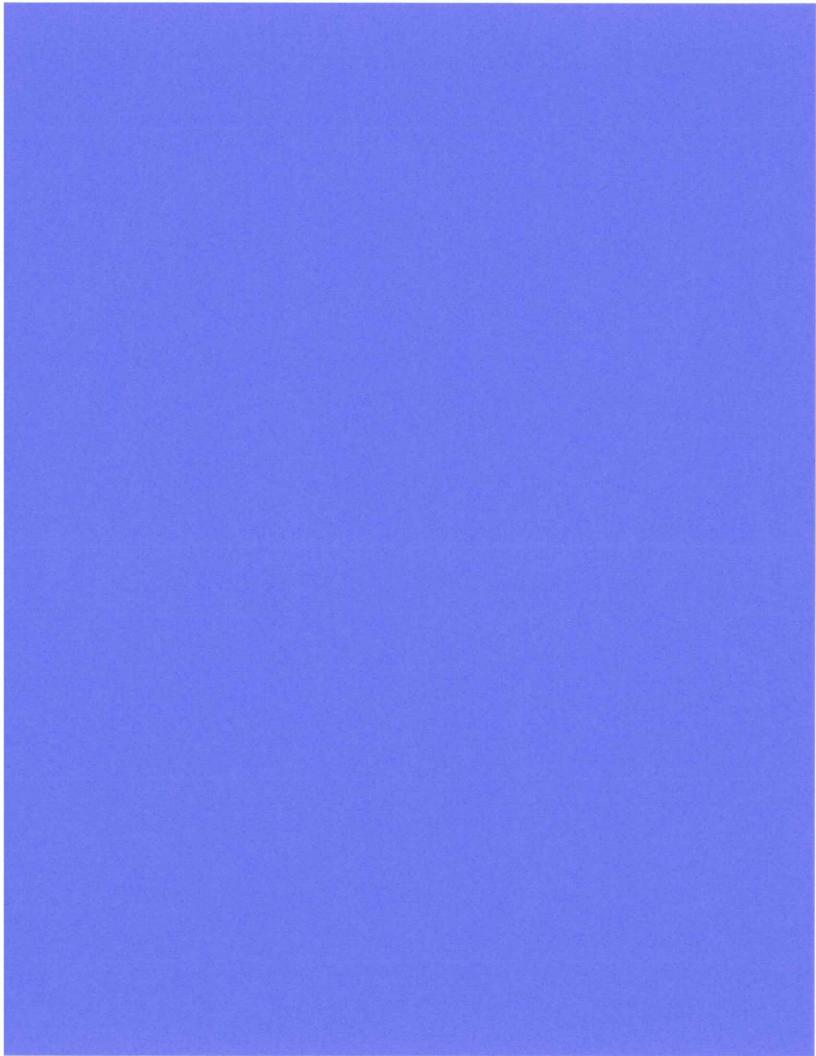
Fund Summary

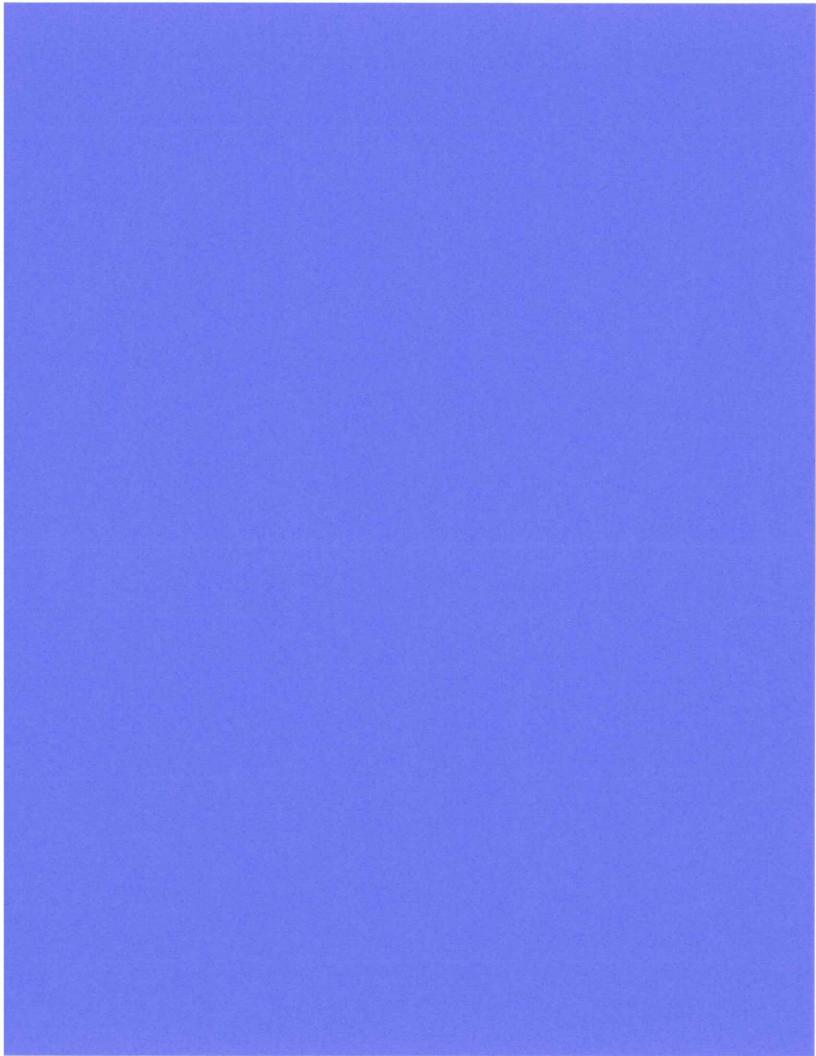
Fund		Beginning Balance	Total Activity	Ending Balance	Beginning Enc. Balance	Total Enc. Activity	Ending Enc. Balance
563 - CONSTRUCTION FUND		1,885,199.48	1,682.00	1,886,881.48	2,313,630.55	-1,682.00	2,311,948.55
G	Grand Total:	1,885,199.48	1,682.00	1,886,881.48	2,313,630.55	-1,682.00	2,311,948.55

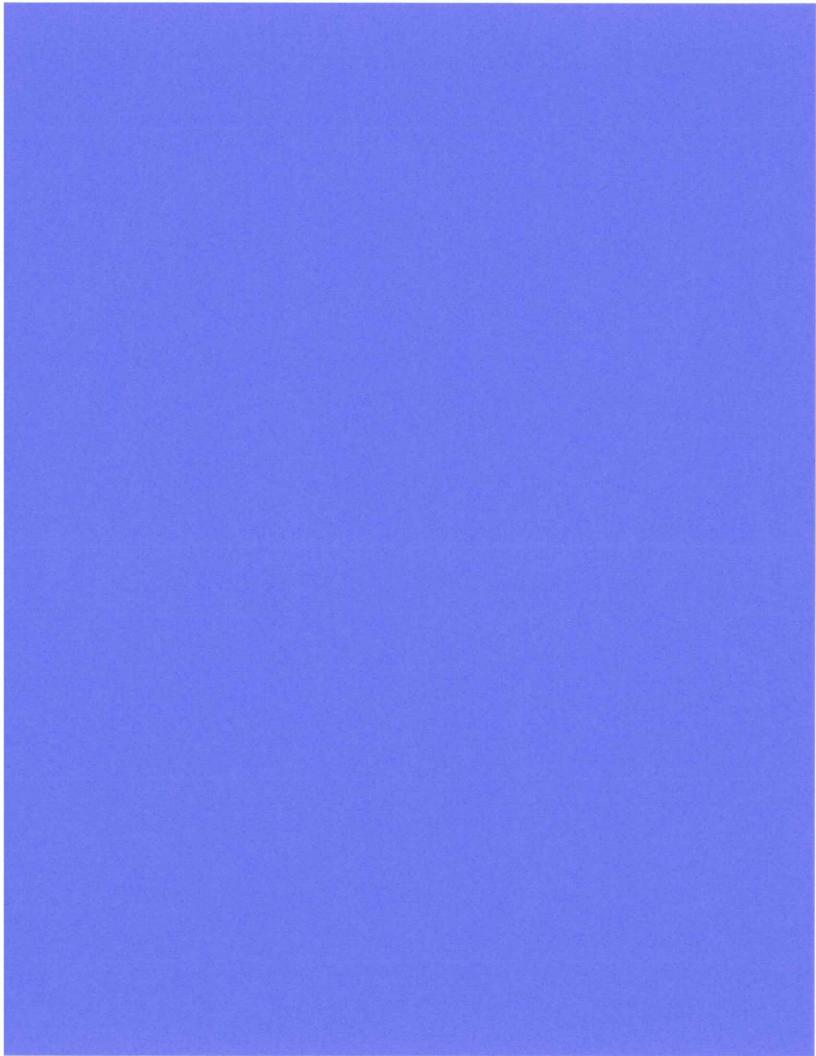
3/21/2016 8:12:25 AM Page 2 of 2













Cibola County Purchasing

Frances R Medina CPO, Purchasing Agent 515 West High Street Grants, New Mexico 87020 Phone (505) 285-2513 • Fax (505) 285-5434

Date: February 11, 2016

To: Cibola County Commissioners

Subject: Proposal # CC-2016-0002 for an On-Call Architectural Firm

Cibola County recently went out for proposal # CC-2016-0002 for an On-Call Architectural Firm. The following firms presented proposals which were opened on the 29th day of January at 3:30pm.

- > NRWM
- ➤ Huitt-Zollars
- Molzencorbin
- New Republic
- Wilson and Company
- > NCA

The designated committee consisting of County Manager, Tony Boyd; Finance Director, Joseph Sanders; Projects Coordinator, Judy Horacek, and Purchasing Agent, Frances Medina has evaluated the proposals received using the evaluation criteria identified in the RFP. The Committee is recommending that Huitt-Zollars be given the On-Call Architect Contract. With your Approval the Committee will be contacting the above-mentioned bidder soon to negotiate a contract.

NOW, THEREFORE BE IT RESOLVED THAT THE BOARD HEREBY, Approves Huitt-Zollars as the On-Call Architect for Cibola County for Proposal # CC-2016-0002.

APPROVED, AND PASSED on this 23rd day of March, 2016.

Robert Armijo
Commissioner, District I

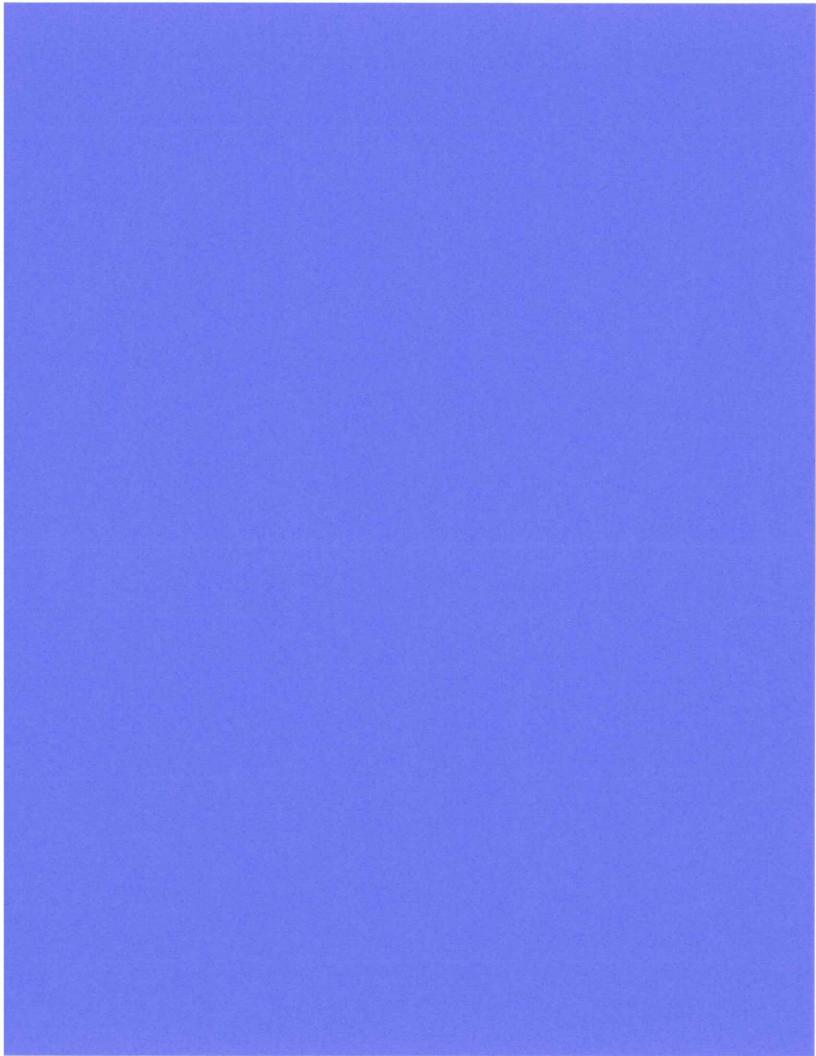
T. Walter Jaramillo
Commissioner, District II

Fatrick Simpson
Commissioner, District IV

Lloyd Felipe
Commissioner, District V

Attest:

Elisa Bro
Cibola County Clerk



County Detention Center	Proposed Bed Rate	Current Bed Rate	Number of Inmates currently housed
Bernalillo	75.00	54.00	0
Catron	75.00	54.00	1
McKinley	70.00	57.00	7
Mora	75.00	54.00	1
Rio Arriba	65.00	54.00	19
Sandoval	72.00	0.00	0
San Miguel	75.00	54.00	1
Socorro	72.00	54.00	2
Taos	67.00	54.00	0
Valencia	67.00	54.00	14
Village of Milan	65.00	54.00	7
City of Grants	65.00	52.00	58
USPTS	75.00	57.00	0
PTS	75.00	57.00	0
STS	75.00	57.00	1
USAF		57.00	.0
Pueblo of Laguna	×	54.00	1
Pueblo of Acoma	27	54.00	0
USMS	2	50.13	23
АРРО	\$70.00	\$57.00	1
V =		*	
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	*		
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Average			

INTERGOVERNMENAL AGREEMENT BETWEEN CIBOLA COUNTY AND ADULT PROBATION/PAROLE OFFICE FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the	day of	, 2016 by and
between the Board of County Commissioners of Cibola		
"Cibola", and the Administrators/Directors of Adult Pr	obation Parole	Office, hereinafter referred
to as "(A.P.P.O.)," both political subdivisions of the St	ate of New Me	xico.

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. BASIC SERVICES. It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of (A.P.P.O.) at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.

2. MEDICAL SERVICES.

- a. (A.P.P.O.) will not deliver to the Facility inmates who are:
 - i. mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
 - ii. have current off-site appointments;
 - iii. afflicted with air pathogen diseases or HIV;
 - iv. rejected by Cibola upon initial medical screening.

b. (A.P.P.O.) <u>will</u>:

- i. Upon delivery of an inmate to the Facility, furnish to the Facility a <u>Health Status Transfer Form</u>. If the inmate does not meet qualified conditions, the Facility may return the inmate.
- ii. Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola will:

- i. Provide (A.P.P.O.) inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;
- ii. Contact (A.P.P.O.) for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.
- iii. Notification for emergency situations will be made as soon as practicable utilizing an agreed upon <u>ER/Hospitalization Reporting Form</u>.

3. TRANSPORTATION.

a. Responsibilities of (A.P.P.O.).

- i. Transporting inmates to the Facility.
- ii. Returning inmates to (A.P.P.O.) who are not accepted into the Facility.

b. Responsibilities of Cibola.

- i. Return to (A.P.P.O.).
- ii. Transport to Court when requested by (A.P.P.O.).

4. PRISON RAPE ELIMINATION ACT OF 2003

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

- a. (A.P.P.O.) agrees to pay Cibola at the rate of seventy dollars (\$70.00) per day per inmate.
 - i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.
 - ii. A partial day will be considered a full day.
 - iii. Medical services may be billed separately.
 - iv. (A.P.P.O.) agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.
 - v. Any charges billed to (A.P.P.O.), not belonging to (A.P.P.O.), may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.

C. INSPECTION

- a. <u>In Person</u>. Cibola agrees to allow reasonable periodic inspections of the Facility by (A.P.P.O.) personnel. Findings by (A.P.P.O.) will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for (A.P.P.O.) inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of (A.P.P.O.) or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.
- b. <u>Audits</u>. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to (A.P.P.O.) for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit (A.P.P.O.) to audit, examine, and make excerpts or transcripts from such records relating to (A.P.P.O.) inmates and this Agreement.

c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. (A.P.P.O.) agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that (A.P.P.O.) failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when (A.P.P.O.) removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

- a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.
- b. <u>Surplus Funds</u>. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to (A.P.P.O.) and the fees received by Cibola will be transferred to the Cibola general fund as required by law.
- c. <u>Strict Accountability</u>. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

- a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

- c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.
- d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.
- e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.
- f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.
- g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

- a. This Agreement shall be governed by the laws of the State of New Mexico.
- b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and (A.P.P.O.) shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of (A.P.P.O.) for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the (A.P.P.O.) Administrators/Directors making the appropriations necessary for the performance of this Agreement.

To Cibola County: Michael Dodo	s follows: ds, Director,	
APPROVED, ADOPTED, AND PA	ASSED on this day of	, 2016
BOARD OF COUNTY	COMMISSIONERS OF CIBOLA CO	INTY
,		
		: : : : : : : : : : : : : : : : : : :
Robert Armijo Commissioner, District I	T. Walter Jaramillo, Chairman Commissioner, District II	
ommissioner, District 1	Commissioner, District II	
	D. 11.0	
Tack Moleres Commissioner, District III	Patrick Simpson Commissioner, District IV	
	Commissioner, District 14	
Lloyd F. Felipe		
Commissionen	, District v	
Commissioner,		
Commissioner,	# # # # # # # # # # # # # # # # # # #	
Commissioner, Attest:		

Elisa Bro Cibola County Clerk APPROVAL OF COUNTY OF (A.P.P.O.) (ATTACHED)

INTERGOVERNMENAL AGREEMENT BETWEEN CIBOLA COUNTY AND BERNALILLO COUNTY FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the	day of	, 2016 by and
between the Board of County Commissioners of Cibols	a County, he	ereinafter referred to as
"Cibola", and the Board of County Commissioners of I	Bernalillo Co	ounty, hereinafter referred to
as "Bernalillo," both political subdivisions of the State	of New Me	xico.

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. BASIC SERVICES. It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of Bernalillo County at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.

2. MEDICAL SERVICES.

- a. Bernalillo will not deliver to the Facility inmates who are:
 - i. mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
 - ii. have current off-site appointments;
 - iii. afflicted with air pathogen diseases or HIV;
 - iv. rejected by Cibola upon initial medical screening.

b. Bernalillo will:

- i. Upon delivery of an inmate to the Facility, furnish to the Facility a <u>Health Status Transfer Form</u>. If the inmate does not meet qualified conditions, the Facility may return the inmate.
- ii. Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola will:

- i. Provide Bernalillo inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;
- ii. Contact Bernalillo for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.
- iii. Notification for emergency situations will be made as soon as practicable utilizing an agreed upon <u>ER/Hospitalization Reporting Form</u>.

3. TRANSPORTATION.

a. Responsibilities of Bernalillo.

- i. Transporting inmates to the Facility.
- ii. Returning inmates to Bernalillo who are not accepted into the Facility.

b. Responsibilities of Cibola.

- i. Return to Bernalillo.
- ii. Transport to Court when requested by Bernalillo.

4. PRISON RAPE ELIMINATION ACT OF 2003

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

- a. Bernalillo agrees to pay Cibola at the rate of seventy-five dollars (\$75.00) per day per inmate.
 - i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.
 - ii. A partial day will be considered a full day.
 - iii. Medical services may be billed separately.
 - iv. Bernalillo agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.
 - v. Any charges billed to Bernalillo, not belonging to Bernalillo, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.

C. INSPECTION

- a. <u>In Person</u>. Cibola agrees to allow reasonable periodic inspections of the Facility by Bernalillo personnel. Findings by Bernalillo will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for Bernalillo inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of Bernalillo or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.
- b. <u>Audits</u>. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Bernalillo for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Bernalillo to audit, examine, and make excerpts or transcripts from such records relating to Bernalillo inmates and this Agreement.

c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. Bernalillo agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that Bernalillo failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Bernalillo removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

- a. <u>Property</u>. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.
- b. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Bernalillo and the fees received by Cibola will be transferred to the Cibola general fund as required by law.
- c. <u>Strict Accountability</u>. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

- a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

- c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.
- d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.
- e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.
- f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.
- g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

- a. This Agreement shall be governed by the laws of the State of New Mexico.
- b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and Bernalillo Counties shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of Bernalillo County for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Bernalillo County Board of Commissioners making the appropriations necessary for the performance of this Agreement.

K. NOTICES		
Any notice required to be given to either p delivered in person, by courier service or t receipt requested, postage prepaid, as follows:	by U.S. mail, either first class or certif	
To Cibola County: Michael Dodds, Di	rector,	
To County of Bernalillo:		
APPROVED, ADOPTED, AND PASSE	D on this day of	, 2016.
BOARD OF COUNTY COM	MISSIONERS OF CIBOLA COU	NTY
Robert Armijo	T. Walter Jaramillo, Chairman	
Commissioner, District I	Commissioner, District II	
Jack Moleres	Patrick Simpson	
Commissioner, District III	Commissioner, District IV	
Lloyd F. Felipe Commissioner, Dist	rict V	
Attest:		
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Elisa Bro Cibola County Clerk

APPROVAL OF COUNTY OF BERNALILLO (ATTACHED)

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INTERGOVERNMENAL AGREEMENT BETWEEN CIBOLA COUNTY AND CATRON COUNTY FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the	day of _	, 2016 by and
between the Board of County Commissioners of Cibola	County, l	nereinafter referred to as
"Cibola", and the Board of County Commissioners of C	Catron Cou	inty, hereinafter referred to as
"Catron," both political subdivisions of the State of New		

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. BASIC SERVICES. It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of Catron County at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.

2. MEDICAL SERVICES.

- a. Catron will not deliver to the Facility inmates who are:
 - i. mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
 - ii. have current off-site appointments;
 - iii. afflicted with air pathogen diseases or HIV;
 - iv. rejected by Cibola upon initial medical screening.

b. Catron will:

- i. Upon delivery of an inmate to the Facility, furnish to the Facility a <u>Health Status Transfer Form</u>. If the inmate does not meet qualified conditions, the Facility may return the inmate.
- ii. Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola will:

- i. Provide Catron inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;
- ii. Contact Catron for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.
- iii. Notification for emergency situations will be made as soon as practicable utilizing an agreed upon <u>ER/Hospitalization Reporting Form</u>.

3. TRANSPORTATION.

a. Responsibilities of Catron.

- i. Transporting inmates to the Facility.
- ii. Returning inmates to Catron who are not accepted into the Facility.

b. Responsibilities of Cibola.

- i. Return to Catron.
- ii. Transport to Court when requested by Catron.

4. PRISON RAPE ELIMINATION ACT OF 2003

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

- a. Catron agrees to pay Cibola at the rate of seventy-five dollars (\$75.00) per day per inmate.
 - i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.
 - ii. A partial day will be considered a full day.
 - iii. Medical services may be billed separately.
 - iv. Catron agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.
 - v. Any charges billed to Catron, not belonging to Catron, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.

C. INSPECTION

- a. <u>In Person</u>. Cibola agrees to allow reasonable periodic inspections of the Facility by Catron personnel. Findings by Catron will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for Catron inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of Catron or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.
- b. <u>Audits</u>. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Catron for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Catron to audit, examine, and make excerpts or transcripts from such records relating to Catron inmates and this Agreement.

c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. Catron agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that Catron failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Catron removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

- a. <u>Property</u>. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.
- b. <u>Surplus Funds</u>. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Catron and the fees received by Cibola will be transferred to the Cibola general fund as required by law.
- c. <u>Strict Accountability</u>. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

- a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

- c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.
- d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.
- e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.
- f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.
- g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

- a. This Agreement shall be governed by the laws of the State of New Mexico.
- b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and Catron Counties shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of Catron County for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Catron County Board of Commissioners making the appropriations necessary for the performance of this Agreement.

	arty by this Agreement shall be in writing and shall y U.S. mail, either first class or certified, return ws:	be
To Cibola County: Michael Dodds, Dire	ector,	
To County of Catron:		
APPROVED, ADOPTED, AND PASSED	on this day of, 2016.	
BOARD OF COUNTY COM	MISSIONERS OF CIBOLA COUNTY	
Robert Armijo	T. Walter Jaramillo, Chairman	
Commissioner, District I	Commissioner, District II	
Jack Moleres	Patrick Simpson	
Commissioner, District III	Commissioner, District IV	
Lloyd F. Felipe		
Commissioner, Distri	ct V	
Attest:		

Elisa Bro

Cibola County Clerk

APPROVAL OF COUNTY OF CATRON (ATTACHED)

INTERGOVERNMENAL AGREEMENT BETWEEN CIBOLA COUNTY AND THE CITY OF GRANTS FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the ____ day of ______, 2016 by and between the Board of County Commissioners of Cibola County, hereinafter referred to as "Cibola", and the City of Grants, hereinafter referred to as "Grants," both political subdivisions of the State of New Mexico.

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 3-18-20 (1965) provides that, "a municipality may use the county jail for the confinement or punishment of offenders subject to the requirements imposed by law and the board of county commissioners," and;

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. Scope of Responsibilities

- 1. Municipal Inmate. Cibola agrees to confine and house individuals, who are over the age of eighteen (18), arrested my Municipal Law Enforcement Officers for violation of the Municipality's laws or who are sentenced to detention or confinement by the City of Grants Municipal Court (hereinafter "Municipal Inmates") subject to the terms and restrictions of this Agreement, at the Cibola County Detention Center ("Facility").
- 2. Acceptance of Municipal Inmate. The admission to the Facility of a Municipal Inmate is dependent upon:
 - i. Cibola will be responsible for the care, custody, and control of inmates after such time that the inmates are delivered and accepted to the Facility's custody, along with the necessary paperwork.
 - ii. Available Space.
 - iii. Full Compliance with Section A (4) of this Agreement.
- 3. Standards of Care. It shall be the responsibility of Cibola to confine and supervise municipal inmates at the Facility. Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.

4. Medical Services.

- a. Grants will furnish to the Facility a <u>Health Status Transfer Form</u>. The Facility will not accept Municipal Inmates if they do not clear the Facility's initial medical assessment. It is the responsibility of Grants to transport and obtain medical or psychological treatment for those persons in the custody of Grants who have not been accepted by the Facility.
- b. Grants will be responsible for authorized off-site medical expenses incurred;
- c. Grants will be responsible for off-site emergency medical expenses incurred;

- d. Notification for emergency situations will be made by the Facility as soon as possible by means of an <u>ER/Hospitalization Reporting Form</u>.
- e. Cibola will contact the City of Grants Municipal Judge for prior written authorization for any inmate requiring off-site, non-emergency, medical attention by using an Off-Site Healthcare Referral Form.

5. Transportation

- a. Responsibilities of Grants.
 - i. Transporting inmates to the Facility.
 - ii. Returning inmates who are not accepted into the Facility.

b. Responsibilities of Cibola.

- i. Return to Grants.
- ii. Transport to Court when requested by Grants.

6. Prison Rape Elimination Act of 2003

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. Compensation

- a. Grants agrees to pay Cibola at the rate of sixty-five dollars (\$65.00) per day per inmate.
 - i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.
 - ii. A partial day will be considered a full day.
 - iii. Medical services may be billed separately.
 - iv. Grants agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.
 - v. Any charges billed to Grants, not belonging to Grants, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.
 - vi. If an inmate is incarcerated by order of more than one Court or detained on more than one jurisdiction's criminal charges, the cost of detaining that inmate shall be prorated among the respective responsible jurisdictions.

C. Inspection

a. <u>In Person</u>. Cibola agrees to allow reasonable periodic inspections of the Facility by Grants personnel. Findings by Grants will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for Grants

inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of the City of Grants or Cibola County or to the inmate population; during inmate count or special operation of the Facility in progress.

- b. <u>Audits</u>. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Grants for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Grants to audit, examine, and make excerpts or transcripts from such records relating to Grants inmates and this Agreement.
- c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. Grants agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that Grants failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. Term and Termination

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Grants removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. Property/Surplus Funds/Strict Accountability/Lead Agency

- a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.
- b. <u>Surplus Funds</u>. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Grants and the fees received by Cibola will be transferred to the Cibola general fund as required by law.
- c. <u>Strict Accountability</u>. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

d. <u>Lead Agency</u>. Cibola is designated as the lead agency and shall monitor the actions of Grants as they pertain to this Agreement and may take corrective action or terminate this Agreement in the event that, following the receipt of written notice from Cibola to Grants that Grants is in breach of its payment obligation sunder the Agreement, Grants fails to make payment within thirty (30) days after receipt of such notice. Grants and Cibola shall report and/or confer with one another upon specific requests.

F. Agreement and Amendment

- a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
- c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.
- d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.
- e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.
- f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.
- g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. Governing Law

- a. This Agreement shall be governed by the laws of the State of New Mexico.
- b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and Grants Counties shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1,

et. seq., NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978 as amended.

I. Independent Contractor

Neither Cibola County nor its employees are considered to be employees of Grants County for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. Appropriations

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon Grants making the appropriations necessary for the performance of this Agreement.

K. Notices

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

	day of, 2016. NERS OF CIBOLA COUNTY
APPROVED, ADOPTED, AND PASSED on this	day of, 2016. NERS OF CIBOLA COUNTY
Robert Armijo T. Walte	NERS OF CIBOLA COUNTY
Robert Armijo BOARD OF COUNTY COMMISSION T. Walte	NERS OF CIBOLA COUNTY
Robert Armijo T. Walte	2
20 20 20 70 20 70 70 70 70 70 70 70 70 70 70 70 70 70	r Israerilla Chairman
Commissioner District I Commis	r Jaramillo, Chairman
Commissioner, District 1	sioner, District II
	ų.
Jack Moleres Patrick S Commissioner, District III Commis	Simpson sioner, District IV

Page 6 of 7

Lloyd F. Felipe Commissioner, District V

Attest:

Elisa Bro Cibola County Clerk

APPROVAL OF CITY OF GRANTS (ATTACHED)

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INTERGOVERNMENAL AGREEMENT BETWEEN CIBOLA COUNTY AND MCKINLEY COUNTY FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the	day of	, 2016 by and
between the Board of County Commissioners of Cibol	a County, herei	nafter referred to as
"Cibola", and the Board of County Commissioners of	McKinley Cour	nty, hereinafter referred to
as "McKinley," both political subdivisions of the State	e of New Mexic	0.

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. BASIC SERVICES. It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of McKinley County at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.

2. MEDICAL SERVICES.

- a. McKinley will not deliver to the Facility inmates who are:
 - i. mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
 - ii. have current off-site appointments;
 - iii. afflicted with air pathogen diseases or HIV;
 - iv. rejected by Cibola upon initial medical screening.

b. McKinley will:

- i. Upon delivery of an inmate to the Facility, furnish to the Facility a <u>Health Status Transfer Form</u>. If the inmate does not meet qualified conditions, the Facility may return the inmate.
- ii. Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola will:

- i. Provide McKinley inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;
- ii. Contact McKinley for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.
- iii. Notification for emergency situations will be made as soon as practicable utilizing an agreed upon ER/Hospitalization Reporting Form.

3. TRANSPORTATION.

a. Responsibilities of McKinley.

- i. Transporting inmates to the Facility.
- ii. Returning inmates to McKinley who are not accepted into the Facility.

b. Responsibilities of Cibola.

- i. Return to McKinley.
- ii. Transport to Court when requested by McKinley.

4. PRISON RAPE ELIMINATION ACT OF 2003

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

- a. McKinley agrees to pay Cibola at the rate of seventy dollars (\$70.00) per day per inmate.
 - i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.
 - ii. A partial day will be considered a full day.
 - iii. Medical services may be billed separately.
 - iv. McKinley agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.
 - v. Any charges billed to McKinley, not belonging to McKinley, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.

C. INSPECTION

- a. <u>In Person</u>. Cibola agrees to allow reasonable periodic inspections of the Facility by McKinley personnel. Findings by McKinley will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for McKinley inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of McKinley or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.
- b. <u>Audits</u>. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to McKinley for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit McKinley to audit, examine, and make excerpts or transcripts from such records relating to McKinley inmates and this Agreement.

c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. McKinley agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that McKinley failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when McKinley removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

- a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.
- b. <u>Surplus Funds</u>. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to McKinley and the fees received by Cibola will be transferred to the Cibola general fund as required by law.
- c. <u>Strict Accountability</u>. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

- a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

- c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.
- d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.
- e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.
- f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.
- g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

- a. This Agreement shall be governed by the laws of the State of New Mexico.
- b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and McKinley Counties shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of McKinley County for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the McKinley County Board of Commissioners making the appropriations necessary for the performance of this Agreement.

K.	NOTI	CES
W W &	110 44	CAN

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To Cibola County	y: Michael Dodds, D	Director,	
To County of Mc	Kinley:		W L
			*
APPROVED, ADO	PTED, AND PASS	ED on this day of	, 201
BOARD	OF COUNTY CO	MMISSIONERS OF CIBOLA COU	INTY
	01 0001111 00		
Robert Armijo		T. Walter Jaramillo, Chairman	e
Commissioner, Distr	ict I	Commissioner, District II	
Jack Moleres		Patrick Simpson	
Commissioner, Distr	ict III	Commissioner, District IV	
		*	
	Lloyd F. Felipe Commissioner, Dis	strict V	
	Commissioner, Di	Suiter	
Attest:			9
Attest.		*	
Elisa Bro			
Cibola County Clerk			

APPROVAL OF COUNTY OF MCKINLEY (ATTACHED)

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INTERGOVERNMENAL AGREEMENT BETWEEN CIBOLA COUNTY AND MORA COUNTY FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the day of	, 2016 by and
between the Board of County Commissioners of Cibola County, hereinafter refe	
"Cibola", and the Board of County Commissioners of Mora County, hereinafter	referred to as
"Mora," both political subdivisions of the State of New Mexico.	

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. BASIC SERVICES. It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of Mora County at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.

2. MEDICAL SERVICES.

- a. Mora will not deliver to the Facility inmates who are:
 - i. mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
 - ii. have current off-site appointments;
 - iii. afflicted with air pathogen diseases or HIV;
 - iv. rejected by Cibola upon initial medical screening.

b. Mora <u>will</u>:

- i. Upon delivery of an inmate to the Facility, furnish to the Facility a <u>Health Status Transfer Form</u>. If the inmate does not meet qualified conditions, the Facility may return the inmate.
- ii. Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola will:

- i. Provide Mora inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;
- ii. Contact Mora for prior written authorization for any inmate requiring offsite medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.
- iii. Notification for emergency situations will be made as soon as practicable utilizing an agreed upon <u>ER/Hospitalization Reporting Form</u>.

3. TRANSPORTATION.

a. Responsibilities of Mora.

- i. Transporting inmates to the Facility.
- ii. Returning inmates to Mora who are not accepted into the Facility.

b. Responsibilities of Cibola.

- i. Return to Mora.
- ii. Transport to Court when requested by Mora.

4. PRISON RAPE ELIMINATION ACT OF 2003

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

- a. Mora agrees to pay Cibola at the rate of seventy-five dollars (\$75.00) per day per inmate.
 - i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.
 - ii. A partial day will be considered a full day.
 - iii. Medical services may be billed separately.
 - iv. Mora agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.
 - v. Any charges billed to Mora, not belonging to Mora, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.

C. INSPECTION

- a. <u>In Person</u>. Cibola agrees to allow reasonable periodic inspections of the Facility by Mora personnel. Findings by Mora will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for Mora inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of Mora or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.
- b. <u>Audits</u>. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Mora for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Mora to audit, examine, and make excerpts or transcripts from such records relating to Mora inmates and this Agreement.

c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. Mora agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that Mora failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Mora removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

- a. <u>Property</u>. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.
- b. <u>Surplus Funds</u>. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Mora and the fees received by Cibola will be transferred to the Cibola general fund as required by law.
- c. <u>Strict Accountability</u>. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

- a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

- c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.
- d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.
- e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.
- f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.
- g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

- a. This Agreement shall be governed by the laws of the State of New Mexico.
- b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and Mora Counties shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of Mora County for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Mora County Board of Commissioners making the appropriations necessary for the performance of this Agreement.

	as follows:	
	lds, Director,	
To County of Mora:		
APPROVED, ADOPTED, AND P	ASSED on this day of	, 2016.
BOARD OF COUNTY	COMMISSIONERS OF CIBOLA COU	NTY
Robert Armijo	T. Walter Jaramillo, Chairman	
Commissioner, District I	Commissioner, District II	
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Jack Moleres	7.11.0	
Jack ivioletes	Patrick Simpson	
	Patrick Simpson Commissioner, District IV	
Commissioner, District III Lloyd F. Felip	Commissioner, District IV	
Commissioner, District III	Commissioner, District IV	
Commissioner, District III Lloyd F. Felip	Commissioner, District IV	
Commissioner, District III Lloyd F. Felip	Commissioner, District IV	
Commissioner, District III Lloyd F. Felip Commissione	Commissioner, District IV	
Commissioner, District III Lloyd F. Felip Commissione	Commissioner, District IV	
Commissioner, District III Lloyd F. Felip	Commissioner, District IV	

APPROVAL OF COUNTY OF MORA (ATTACHED)

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INTERGOVERNMENAL AGREEMENT BETWEEN CIBOLA COUNTY AND

PRISNOR TRANSPORT SERVICES (P.T.S.) FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the	day of	, 2016 by and
between the Board of County Commissioners of Cibol	a County politic	al subdivisions of the
State of New Mexico, hereinafter referred to as "Cibol	a", and the Adm	inistrators/Directors of
Prisoner Transport Services, hereinafter referred to as	"(P.T.S.)," A tra	insport contractor for
governments.		

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

<u>AGREEMENT</u>

A. SERVICES

1. BASIC SERVICES. It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of (P.T.S.) at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the Adult Federal Detention Center Standards common to jails.

2. MEDICAL SERVICES.

- a. (P.T.S.) will not deliver to the Facility inmates who are:
 - i. mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
 - ii. have current off-site appointments;
 - iii. afflicted with air pathogen diseases or HIV;
 - iv. rejected by Cibola upon initial medical screening.

b. (P.T.S.) will:

- i. Upon delivery of an inmate to the Facility, furnish to the Facility a <u>Health Status Transfer Form</u>. If the inmate does not meet qualified conditions, the Facility may return the inmate.
- ii. Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola will:

i. Provide (P.T.S.) inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;

- ii. (P.T.S.) for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.
- iii. Notification for emergency situations will be made as soon as practicable utilizing an agreed upon <u>ER/Hospitalization Reporting Form</u>.

3. TRANSPORTATION.

- a. Responsibilities of (P.T.S.).
 - i. Transporting inmates to the Facility.
 - ii. Returning inmates to (P.T.S.) who are not accepted into the Facility.

b. Responsibilities of Cibola.

i. Return to (P.T.S.).

4. PRISON RAPE ELIMINATION ACT OF 2003

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

- a. (P.T.S.) agrees to pay Cibola at the rate of seventy-five dollars (\$75.00) per day per inmate.
 - i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.
 - ii. A partial day will be considered a full day.
 - iii. Medical services may be billed separately.
 - iv. (P.T.S.) agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.

C. INSPECTION

a. <u>In Person</u>. Cibola agrees to allow reasonable periodic inspections of the Facility by (P.T.S.) personnel. Findings by (P.T.S.) will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for (P.T.S.) inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of (P.T.S.) or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.

- b. <u>Audits</u>. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to (P.T.S.) for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit (P.T.S.) to audit, examine, and make excerpts or transcripts from such records relating to (P.T.S.) inmates and this Agreement.
- c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. (P.T.S.) agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that (P.T.S.) failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when (P.T.S.) removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

- a. <u>Property</u>. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.
- b. <u>Surplus Funds</u>. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to (P.T.S.) and the fees received by Cibola will be transferred to the Cibola general fund as required by law.
- c. <u>Strict Accountability</u>. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

- a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
- c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.
- d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.
- e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.
- f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.
- g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

- a. This Agreement shall be governed by the laws of the State of New Mexico.
- b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and (P.T.S.) shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of (P.T.S.) for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the (P.T.S.) authorized Administrators/Directors making the appropriations necessary for the performance of this Agreement.

K. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To Cibola County: Michael Dodds, I	Director,
To (P.T.S.) Administrator/Director:	

Intentionally left blank

APPROVED, AI	OOPTED, AND PASS	SED on this day of	, 2016
BOA	RD OF COUNTY CO	OMMISSIONERS OF CIBOLA COU	NTY
Robert Armijo		T. Walter Jaramillo, Chairman	6
Commissioner, D	istrict I	Commissioner, District II	
Jack Moleres		Patrick Simpson	41
Commissioner, D	istrict III	Commissioner, District IV	
	Lloyd F. Felipe Commissioner, D	District V	
#			
Attest:			
	g		
Elisa Bro	2	<u>a</u> — — — — — — — — — — — — — — — — — — —	
Cibola County Cl	erk	8	

APPROVAL OF COUNTY OF (P.T.S.) (ATTACHED)

INTERGOVERNMENAL AGREEMENT BETWEEN CIBOLA COUNTY AND RIO ARRIBA COUNTY FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the ____ day of _____, 2016 by and between the Board of County Commissioners of Cibola County, hereinafter referred to as "Cibola", and the Board of County Commissioners of Rio Arriba County, hereinafter referred to as "Rio Arriba," both political subdivisions of the State of New Mexico.

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. BASIC SERVICES. It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of Rio Arriba County at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.

2. MEDICAL SERVICES.

- a. Rio Arriba will not deliver to the Facility inmates who are:
 - i. mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
 - ii. have current off-site appointments;
 - iii. afflicted with air pathogen diseases or HIV;
 - iv. rejected by Cibola upon initial medical screening.

b. Rio Arriba will:

- i. Upon delivery of an inmate to the Facility, furnish to the Facility a <u>Health</u> Status Transfer Form. If the inmate does not meet qualified conditions, the Facility may return the inmate.
- ii. Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola will:

- i. Provide Rio Arriba inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;
- ii. Contact Rio Arriba for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.
- iii. Notification for emergency situations will be made as soon as practicable utilizing an agreed upon <u>ER/Hospitalization Reporting Form</u>.

3. TRANSPORTATION.

a. Responsibilities of Rio Arriba.

- i. Transporting inmates to the Facility.
- ii. Returning inmates to Rio Arriba who are not accepted into the Facility.

b. Responsibilities of Cibola.

- i. Return to Rio Arriba.
- ii. Transport to Court when requested by Rio Arriba.

4. PRISON RAPE ELIMINATION ACT OF 2003

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

- a. Rio Arriba agrees to pay Cibola at the rate of sixty-five dollars (\$65.00) per day per inmate.
 - i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.
 - ii. A partial day will be considered a full day.
 - iii. Medical services may be billed separately.
 - iv. Rio Arriba agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.
 - v. Any charges billed to Rio Arriba, not belonging to Rio Arriba, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.

C. INSPECTION

- a. <u>In Person</u>. Cibola agrees to allow reasonable periodic inspections of the Facility by Rio Arriba personnel. Findings by Rio Arriba will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for Rio Arriba inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of Rio Arriba or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.
- b. <u>Audits</u>. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Rio Arriba for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Rio Arriba to audit, examine, and make excerpts or transcripts from such records relating to Rio Arriba inmates and this Agreement.
- c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. Rio Arriba agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in

whole or part that Rio Arriba failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Rio Arriba removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

- a. <u>Property</u>. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.
- b. <u>Surplus Funds</u>. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Rio Arriba and the fees received by Cibola will be transferred to the Cibola general fund as required by law.
- c. <u>Strict Accountability</u>. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

- a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
- c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.
- d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.

- e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.
- f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.
- g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

- a. This Agreement shall be governed by the laws of the State of New Mexico.
- b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and Rio Arriba Counties shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of Rio Arriba County for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Rio Arriba County Board of Commissioners making the appropriations necessary for the performance of this Agreement.

K. NOTICES

delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows: To Cibola County: Michael Dodds, Director, _____ To County of Rio Arriba: APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2016. BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY Robert Armijo T. Walter Jaramillo, Chairman Commissioner, District I Commissioner, District II Patrick Simpson Jack Moleres Commissioner, District III Commissioner, District IV Lloyd F. Felipe Commissioner, District V Attest: Elisa Bro Cibola County Clerk

Any notice required to be given to either party by this Agreement shall be in writing and shall be

APPROVAL OF COUNTY OF RIO ARRIBA (ATTACHED)

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INTERGOVERNMENAL AGREEMENT BETWEEN CIBOLA COUNTY AND SAN MIGUEL COUNTY FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the	day of	, 2016 by and
between the Board of County Commissioners of Cibola	County, here	inafter referred to as
"Cibola", and the Board of County Commissioners of S	an Miguel Co	unty, hereinafter referred to
as "San Miguel," both political subdivisions of the State	e of New Mex	ico.

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. BASIC SERVICES. It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of San Miguel County at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.

2. MEDICAL SERVICES.

- a. San Miguel will not deliver to the Facility inmates who are:
 - i. mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
 - ii. have current off-site appointments;
 - iii. afflicted with air pathogen diseases or HIV;
 - iv. rejected by Cibola upon initial medical screening.

b. San Miguel will:

- i. Upon delivery of an inmate to the Facility, furnish to the Facility a <u>Health Status Transfer Form</u>. If the inmate does not meet qualified conditions, the Facility may return the inmate.
- ii. Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola will:

- i. Provide San Miguel inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;
- ii. Contact San Miguel for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon <u>Off-Site Healthcare Referral Form</u>.
- iii. Notification for emergency situations will be made as soon as practicable utilizing an agreed upon <u>ER/Hospitalization Reporting Form</u>.

3. TRANSPORTATION.

a. Responsibilities of San Miguel.

i. Transporting inmates to the Facility.

ii. Returning inmates to San Miguel who are not accepted into the Facility.

b. Responsibilities of Cibola.

i. Return to San Miguel.

ii. Transport to Court when requested by San Miguel.

4. PRISON RAPE ELIMINATION ACT OF 2003

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

a. San Miguel agrees to pay Cibola at the rate of seventy-five dollars (\$75.00) per day per inmate.

i. A day shall refer to a calendar day of twenty-four (24) hours measured

from midnight.

ii. A partial day will be considered a full day.

iii. Medical services may be billed separately.

iv. San Miguel agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.

v. Any charges billed to San Miguel, not belonging to San Miguel, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.

C. INSPECTION

- a. <u>In Person</u>. Cibola agrees to allow reasonable periodic inspections of the Facility by San Miguel personnel. Findings by San Miguel will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for San Miguel inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of San Miguel or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.
- b. <u>Audits</u>. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to San Miguel for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit San Miguel to audit, examine, and make excerpts or transcripts from such records relating to San Miguel inmates and this Agreement.

c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. San Miguel agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that San Miguel failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when San Miguel removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

- a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.
- b. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to San Miguel and the fees received by Cibola will be transferred to the Cibola general fund as required by law.
- c. <u>Strict Accountability</u>. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

- a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

- c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.
- d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.
- e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.
- f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.
- g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

- a. This Agreement shall be governed by the laws of the State of New Mexico.
- b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and San Miguel Counties shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of San Miguel County for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the San Miguel County Board of Commissioners making the appropriations necessary for the performance of this Agreement.

K. NOTICES Any notice required to be given to either padelivered in person, by courier service or be receipt requested, postage prepaid, as follows:	arty by this Agreement shall be in writing and shall be by U.S. mail, either first class or certified, return ws:
	rector,
10 County of San Miguel:	
APPROVED, ADOPTED, AND PASSE	D on this, 2016.
BOARD OF COUNTY COM	IMISSIONERS OF CIBOLA COUNTY
8	
Robert Armijo	T. Walter Jaramillo, Chairman
Commissioner, District I	Commissioner, District II
T. 1.2.6.1	
Jack Moleres	Patrick Simpson
Commissioner, District III	Commissioner, District IV
II1P.P.1'	s
Lloyd F. Felipe Commissioner, Distr	riot V
Commissioner, Distr	ict v
W 200	
Attest:	

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Cibola County Clerk

Elisa Bro

APPROVAL OF COUNTY OF SAN MIGUEL (ATTACHED)

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INTERGOVERNMENAL AGREEMENT BETWEEN CIBOLA COUNTY AND SANDOVAL COUNTY FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the	day of	, 2016 by and
between the Board of County Commissioners of Cibol	a County, herei	nafter referred to as
"Cibola", and the Board of County Commissioners of S	Sandoval Coun	ty, hereinafter referred to as
"Sandoval," both political subdivisions of the State of	New Mexico.	

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. BASIC SERVICES. It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of Sandoval County at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.

2. MEDICAL SERVICES.

- a. Sandoval will not deliver to the Facility inmates who are:
 - i. mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
 - ii. have current off-site appointments;
 - iii. afflicted with air pathogen diseases or HIV;
 - iv. rejected by Cibola upon initial medical screening.

b. Sandoval will:

- i. Upon delivery of an inmate to the Facility, furnish to the Facility a <u>Health Status Transfer Form</u>. If the inmate does not meet qualified conditions, the Facility may return the inmate.
- ii. Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola will:

- i. Provide Sandoval inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;
- ii. Contact Sandoval for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.
- iii. Notification for emergency situations will be made as soon as practicable utilizing an agreed upon <u>ER/Hospitalization Reporting Form</u>.

3. TRANSPORTATION.

a. Responsibilities of Sandoval.

- i. Transporting inmates to the Facility.
- ii. Returning inmates to Sandoval who are not accepted into the Facility.

b. Responsibilities of Cibola.

- i. Return to Sandoval.
- ii. Transport to Court when requested by Sandoval.

4. PRISON RAPE ELIMINATION ACT OF 2003

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

- a. Sandoval agrees to pay Cibola at the rate of seventy-two dollars (\$72.00) per day per inmate.
 - i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.
 - ii. A partial day will be considered a full day.
 - iii. Medical services may be billed separately.
 - iv. Sandoval agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.
 - v. Any charges billed to Sandoval, not belonging to Sandoval, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.

C. INSPECTION

- a. <u>In Person</u>. Cibola agrees to allow reasonable periodic inspections of the Facility by Sandoval personnel. Findings by Sandoval will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for Sandoval inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of Sandoval or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.
- b. <u>Audits</u>. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Sandoval for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Sandoval to audit, examine, and make excerpts or transcripts from such records relating to Sandoval inmates and this Agreement.

c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. Sandoval agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that Sandoval failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Sandoval removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

- a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.
- b. <u>Surplus Funds</u>. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Sandoval and the fees received by Cibola will be transferred to the Cibola general fund as required by law.
- c. <u>Strict Accountability</u>. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

- a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

- c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.
- d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.
- e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.
- f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.
- g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

- a. This Agreement shall be governed by the laws of the State of New Mexico.
- b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and Sandoval Counties shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of Sandoval County for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Sandoval County Board of Commissioners making the appropriations necessary for the performance of this Agreement.

10 Cibola County: Michael Dodds.	, Director,	
		V.
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APPROVED, ADOPTED, AND PAS	SSED on this day of	, 2016.
BOARD OF COUNTY O	COMMISSIONERS OF CIBOLA COU	INTY
Robert Armijo	T. Walter Jaramillo, Chairman	11
Commissioner, District I	Commissioner, District II	
8	2	
ack Moleres	Patrick Simpson	
Commissioner, District III	Commissioner, District IV	
a j		
Lloyd F. Felipe		
Lioya F. Felipe	District V	
Commissioner, I		
Commissioner, I		
Commissioner, I		

Elisa Bro Cibola County Clerk

APPROVAL OF COUNTY OF SANDOVAL (ATTACHED)

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INTERGOVERNMENAL AGREEMENT BETWEEN CIBOLA COUNTY AND SOCORRO COUNTY FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the	day of	, 2016 by and
between the Board of County Commissioners of Cibol		
"Cibola", and the Board of County Commissioners of S	Socorro County,	hereinafter referred to as
"Socorro," both political subdivisions of the State of N	lew Mexico.	

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. BASIC SERVICES. It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of Socorro County at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.

2. MEDICAL SERVICES.

- a. Socorro will not deliver to the Facility inmates who are:
 - i. mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
 - ii. have current off-site appointments;
 - iii. afflicted with air pathogen diseases or HIV;
 - iv. rejected by Cibola upon initial medical screening.

b. Socorro will:

- i. Upon delivery of an inmate to the Facility, furnish to the Facility a <u>Health Status Transfer Form</u>. If the inmate does not meet qualified conditions, the Facility may return the inmate.
- ii. Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola will:

- i. Provide Socorro inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;
- ii. Contact Socorro for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.
- iii. Notification for emergency situations will be made as soon as practicable utilizing an agreed upon <u>ER/Hospitalization Reporting Form</u>.

3. TRANSPORTATION.

a. Responsibilities of Socorro.

- i. Transporting inmates to the Facility.
- ii. Returning inmates to Socorro who are not accepted into the Facility.

b. Responsibilities of Cibola.

- i. Return to Socorro.
- ii. Transport to Court when requested by Socorro.

4. PRISON RAPE ELIMINATION ACT OF 2003

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

- a. Socorro agrees to pay Cibola at the rate of seventy dollars (\$70.00) per day per inmate.
 - i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.
 - ii. A partial day will be considered a full day.
 - iii. Medical services may be billed separately.
 - iv. Socorro agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.
 - v. Any charges billed to Socorro, not belonging to Socorro, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.

C. INSPECTION

- a. <u>In Person</u>. Cibola agrees to allow reasonable periodic inspections of the Facility by Socorro personnel. Findings by Socorro will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for Socorro inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of Socorro or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.
- b. <u>Audits</u>. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Socorro for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Socorro to audit, examine, and make excerpts or transcripts from such records relating to Socorro inmates and this Agreement.

c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. Socorro agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that Socorro failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Socorro removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

- a. <u>Property</u>. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.
- b. <u>Surplus Funds</u>. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Socorro and the fees received by Cibola will be transferred to the Cibola general fund as required by law.
- c. <u>Strict Accountability</u>. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

- a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

- c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.
- d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.
- e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.
- f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.
- g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

- a. This Agreement shall be governed by the laws of the State of New Mexico.
- b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and Socorro Counties shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of Socorro County for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Socorro County Board of Commissioners making the appropriations necessary for the performance of this Agreement.

K. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To County of Bocorro.	
	ASSED on this day of, 2
BOARD OF COUNTY	COMMISSIONERS OF CIBOLA COUNTY
Robert Armijo Commissioner, District I	T. Walter Jaramillo, Chairman Commissioner, District II
Jack Moleres Commissioner, District III	Patrick Simpson Commissioner, District IV
Lloyd F. Felip Commissioner	
Attest:	
Attest: Elisa Bro Cibola County Clerk	

APPROVAL OF COUNTY OF SOCORRO (ATTACHED)

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INTERGOVERNMENAL AGREEMENT BETWEEN CIBOLA COUNTYAND SECURITY TRANSPORT SERVICES (S.T.S.) FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the _	day of	, 2016 by and
between the Board of County Commissioners of Cibo	ola County poli	tical subdivisions of the
State of New Mexico, hereinafter referred to as "Cibo	la", and the Ac	lministrators/Directors of
United States Prisoner Transport Services, hereinafter	referred to as	"(P.T.S.)," A transport
contractor for governments.		

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. BASIC SERVICES. It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of (S.T.S.) at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the Adult Federal Detention Center Standards common to jails.

2. MEDICAL SERVICES.

- a. (S.T.S.) will not deliver to the Facility inmates who are:
 - i. mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
 - ii. have current off-site appointments;
 - iii. afflicted with air pathogen diseases or HIV;
 - iv. rejected by Cibola upon initial medical screening.

b. (S.T.S.) will:

- i. Upon delivery of an inmate to the Facility, furnish to the Facility a <u>Health Status Transfer Form</u>. If the inmate does not meet qualified conditions, the Facility may return the inmate.
- ii. Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola will:

i. Provide (S.T.S.) inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;

- ii. (S.T.S.) for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.
- iii. Notification for emergency situations will be made as soon as practicable utilizing an agreed upon <u>ER/Hospitalization Reporting Form</u>.

3. TRANSPORTATION.

- a. Responsibilities of (P.T.S.).
 - i. Transporting inmates to the Facility.
 - ii. Returning inmates to (S.T.S.) who are not accepted into the Facility.
- b. Responsibilities of Cibola.
 - i. Return to (P.T.S.).

4. PRISON RAPE ELIMINATION ACT OF 2003

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

- a. (S.T.S.) agrees to pay Cibola at the rate of seventy-five dollars (\$75.00) per day per inmate.
 - i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.
 - ii. A partial day will be considered a full day.
 - iii. Medical services may be billed separately.
 - iv. (S.T.S.) agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.

C. INSPECTION

a. <u>In Person</u>. Cibola agrees to allow reasonable periodic inspections of the Facility by (S.T.S.) personnel. Findings by (S.T.S.) will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for (S.T.S.) inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of (S.T.S.) or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.

- b. <u>Audits</u>. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to (S.T.S.) for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit (S.T.S.) to audit, examine, and make excerpts or transcripts from such records relating to (S.T.S.) inmates and this Agreement.
- c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. (S.T.S.) agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that (S.T.S.) failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when (S.T.S.) removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

- a. <u>Property</u>. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.
- b. <u>Surplus Funds</u>. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to (S.T.S.) and the fees received by Cibola will be transferred to the Cibola general fund as required by law.
- c. <u>Strict Accountability</u>. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

- a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
- c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.
- d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.
- e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.
- f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.
- g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

- a. This Agreement shall be governed by the laws of the State of New Mexico.
- b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and (S.T.S.) shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of (S.T.S.) for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the (S.T.S.) authorized Administrators/Directors making the appropriations necessary for the performance of this Agreement.

K. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To Cibola County: Michael Dodds, Direct	or,	
To (S.T.S.) Administrator/Director:		

Intentionally left blank

APPROVED, ADOPTE	D, AND PASSE	E D on this	day of	, 2016.
BOARD OF	COUNTY CO	MMISSION	ERS OF CIBOLA	COUNTY
			e 3	
Robert Armijo		T. Walter	Jaramillo, Chairma	1
Commissioner, District I		Commiss	ioner, District II	Ç
Jack Moleres		Patrick Si	impson	
Commissioner, District II	I		ioner, District IV	
Llo	yd F. Felipe			
Co	mmissioner, Dis	trict V		
	e			
Attest:			e	
Elisa Bro	161			
Cibola County Clerk				

APPROVAL OF COUNTY OF (P.T.S.) (ATTACHED)

INTERGOVERNMENAL AGREEMENT BETWEEN CIBOLA COUNTY AND TAOS COUNTY FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the	day of	, 2016 by and
between the Board of County Commissioners of Cibol	la County, herei	nafter referred to as
"Cibola", and the Board of County Commissioners of		
"Taos," both political subdivisions of the State of New		

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. BASIC SERVICES. It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of Taos County at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.

2. MEDICAL SERVICES.

- a. Taos will not deliver to the Facility inmates who are:
 - i. mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
 - ii. have current off-site appointments;
 - iii. afflicted with air pathogen diseases or HIV;
 - iv. rejected by Cibola upon initial medical screening.

b. Taos will:

- i. Upon delivery of an inmate to the Facility, furnish to the Facility a <u>Health Status Transfer Form</u>. If the inmate does not meet qualified conditions, the Facility may return the inmate.
- ii. Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola will:

- i. Provide Taos inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;
- ii. Contact Taos for prior written authorization for any inmate requiring offsite medical attention in all non-emergency situations using an agreed upon <u>Off-Site Healthcare Referral Form</u>.
- iii. Notification for emergency situations will be made as soon as practicable utilizing an agreed upon <u>ER/Hospitalization Reporting Form</u>.

3. TRANSPORTATION.

a. Responsibilities of Taos.

- i. Transporting inmates to the Facility.
- ii. Returning inmates to Taos who are not accepted into the Facility.

b. Responsibilities of Cibola.

- i. Return to Taos.
- ii. Transport to Court when requested by Taos.

4. PRISON RAPE ELIMINATION ACT OF 2003

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

- a. Taos agrees to pay Cibola at the rate of seventy-five dollars (\$75.00) per day per inmate.
 - i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.
 - ii. A partial day will be considered a full day.
 - iii. Medical services may be billed separately.
 - iv. Taos agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.
 - v. Any charges billed to Taos, not belonging to Taos, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.

C. INSPECTION

- a. <u>In Person</u>. Cibola agrees to allow reasonable periodic inspections of the Facility by Taos personnel. Findings by Taos will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for Taos inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of Taos or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.
- b. <u>Audits</u>. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Taos for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Taos to audit, examine, and make excerpts or transcripts from such records relating to Taos inmates and this Agreement.

c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. Taos agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that Taos failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Taos removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

- a. <u>Property</u>. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.
- b. <u>Surplus Funds</u>. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Taos and the fees received by Cibola will be transferred to the Cibola general fund as required by law.
- c. <u>Strict Accountability</u>. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

- a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

- c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.
- d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.
- e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.
- f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.
- g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

- a. This Agreement shall be governed by the laws of the State of New Mexico.
- b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and Taos Counties shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of Taos County for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Taos County Board of Commissioners making the appropriations necessary for the performance of this Agreement.

Any notice required to be given to either delivered in person, by courier service or	party by this Agreement shall be in w by U.S. mail, either first class or certifications.	riting and shall fied, return
receipt requested, postage prepaid, as fol	lows:	
	Director,	
To County of Taos:	(6)	
ë		
APPROVED, ADOPTED, AND PASS	ED on this day of	, 2016.
BOARD OF COUNTY CO	OMMISSIONERS OF CIBOLA COU	INTV
BOTALD OF COUNTY CO	MINISTONERS OF CIBOLA CO	
Robert Armijo	T. Walter Jaramillo, Chairman	, ,
Commissioner, District I	Commissioner, District II	
Jack Moleres	Patrick Simpson	
Commissioner, District III	Commissioner, District IV	
Lloyd F. Felipe		
Commissioner, Dis	strict V	
		₩ #
	,	ii .
Attest:		
Elisa Bro	no. 19	

APPROVAL OF COUNTY OF TAOS (ATTACHED)

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INTERGOVERNMENAL AGREEMENT BETWEEN CIBOLA COUNTYAND UNITED STATES PRISINER TRANSPORT SERVICES (U.S.P.T.S.) FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the ____ day of ______, 2016 by and between the Board of County Commissioners of Cibola County political subdivisions of the State of New Mexico, hereinafter referred to as "Cibola", and the Administrators/Directors of United States Prisoner Transport Services, hereinafter referred to as "(P.T.S.)," A transport contractor for governments.

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. BASIC SERVICES. It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of (U.S.P.T.S.)at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the Adult Federal Detention Center Standards common to jails.

2. MEDICAL SERVICES.

- a. (U.S.P.T.S.)will not deliver to the Facility inmates who are:
 - i. mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
 - ii. have current off-site appointments;
 - iii. afflicted with air pathogen diseases or HIV;
 - iv. rejected by Cibola upon initial medical screening.

b. (U.S.P.T.S.)will:

- i. Upon delivery of an inmate to the Facility, furnish to the Facility a <u>Health</u> Status Transfer Form. If the inmate does not meet qualified conditions, the Facility may return the inmate.
- ii. Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola will:

i. Provide (U.S.P.T.S.)inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;

ii. (U.S.P.T.S.) for prior written authorization for any inmate requiring offsite medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.

iii. Notification for emergency situations will be made as soon as practicable

utilizing an agreed upon ER/Hospitalization Reporting Form.

3. TRANSPORTATION.

- a. Responsibilities of (P.T.S.).
 - i. Transporting inmates to the Facility.
 - ii. Returning inmates to (U.S.P.T.S.) who are not accepted into the Facility.
- b. Responsibilities of Cibola.
 - i. Return to (P.T.S.).

4. PRISON RAPE ELIMINATION ACT OF 2003

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

a. (U.S.P.T.S.)agrees to pay Cibola at the rate of seventy-five dollars (\$75.00) per day per inmate.

i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.

ii. A partial day will be considered a full day.

iii. Medical services may be billed separately.

iv. (U.S.P.T.S.)agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.

C. INSPECTION

a. <u>In Person</u>. Cibola agrees to allow reasonable periodic inspections of the Facility by (U.S.P.T.S.)personnel. Findings by (U.S.P.T.S.)will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for (U.S.P.T.S.)inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of (U.S.P.T.S.)or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.

- b. Audits. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to (U.S.P.T.S.) for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit (U.S.P.T.S.) to audit, examine, and make excerpts or transcripts from such records relating to (U.S.P.T.S.) inmates and this Agreement.
- c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. (U.S.P.T.S.)agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that (U.S.P.T.S.)failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when (U.S.P.T.S.)removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

- a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.
- b. <u>Surplus Funds</u>. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to (U.S.P.T.S.) and the fees received by Cibola will be transferred to the Cibola general fund as required by law.
- c. <u>Strict Accountability</u>. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

- a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
- c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.
- d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.
- e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.
- f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.
- g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

- a. This Agreement shall be governed by the laws of the State of New Mexico.
- b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and (U.S.P.T.S.)shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of (U.S.P.T.S.) for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the (U.S.P.T.S.)authorized Administrators/Directors making the appropriations necessary for the performance of this Agreement.

K. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To Cibola County: Michael Dodds, Direc	etor,
To (U.S.P.T.S.)Administrator/Director: _	

Intentionally left blank

APPROVED, ADOPTED, AND PASS	ED on this	day of _		, 2016.
BOARD OF COUNTY CO	MMISSION	ERS OF C	IBOLA COU	NTY
21 · · · · · · · · · · · · · · · · · · ·				т.
Robert Armijo Commissioner, District I		Jaramillo, ioner, Dist		
Jack Moleres Commissioner, District III	Patrick S Commiss	impson ioner, Dist	rict IV	0
				ŧ ,
Lloyd F. Felipe Commissioner, Di	istrict V	W 5		
Attest:				
Elisa Bro Cibola County Clerk	- , , , , , , , , , , , , , , , , , , ,			

APPROVAL OF COUNTY OF (P.T.S.) (ATTACHED)

INTERGOVERNMENAL AGREEMENT BETWEEN CIBOLA COUNTY AND THE VILLAGE OF MILAN FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the	day of	, 2016 by and
between the Board of County Commissioners of Cibola	County, hereir	after referred to as
"Cibola", and the Village of Milan, hereinafter referred	to as "Village of	of Milan," both political
subdivisions of the State of New Mexico.		

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 3-18-20 (1965) provides that, "a municipality may use the county jail for the confinement or punishment of offenders subject to the requirements imposed by law and the board of county commissioners," and;

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. Scope of Responsibilities

- 1. Municipal Inmate. Cibola agrees to confine and house individuals, who are over the age of eighteen (18), arrested my Municipal Law Enforcement Officers for violation of the Municipality's laws or who are sentenced to detention or confinement by the Village of Milan Municipal Court (hereinafter "Municipal Inmates") subject to the terms and restrictions of this Agreement, at the Cibola County Detention Center ("Facility").
- 2. Acceptance of Municipal Inmate. The admission to the Facility of a Municipal Inmate is dependent upon:
 - i. Cibola will be responsible for the care, custody, and control of inmates after such time that the inmates are delivered and accepted to the Facility's custody, along with the necessary paperwork.
 - ii. Available Space.
 - iii. Full Compliance with Section A (4) of this Agreement.
- 3. Standards of Care. It shall be the responsibility of Cibola to confine and supervise municipal inmates at the Facility. Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.

4. Medical Services.

- a. Village of Milan will furnish to the Facility a <u>Health Status Transfer Form</u>. The Facility will not accept Municipal Inmates if they do not clear the Facility's initial medical assessment. It is the responsibility of Village of Milan to transport and obtain medical or psychological treatment for those persons in the custody of Village of Milan who have not been accepted by the Facility.
- b. Village of Milan will be responsible for authorized off-site medical expenses incurred;

- c. Village of Milan will be responsible for off-site emergency medical expenses incurred;
- d. Notification for emergency situations will be made by the Facility as soon as possible by means of an <u>ER/Hospitalization Reporting Form</u>.
- e. Cibola will contact the Village of Milan Municipal Judge for prior written authorization for any inmate requiring off-site, non-emergency, medical attention by using an <u>Off-Site Healthcare Referral Form</u>.

5. Transportation

- a. Responsibilities of Village of Milan.
 - i. Transporting inmates to the Facility.
 - ii. Returning inmates who are not accepted into the Facility.
- b. Responsibilities of Cibola.
 - i. Return to Village of Milan.
 - ii. Transport to Court when requested by Village of Milan.

6. Prison Rape Elimination Act of 2003

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. Compensation

- a. Village of Milan agrees to pay Cibola at the rate of sixty-five dollars (\$65.00) per day per inmate.
 - i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.
 - ii. A partial day will be considered a full day.
 - iii. Medical services may be billed separately.
 - iv. Village of Milan agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.
 - v. Any charges billed to Village of Milan, not belonging to Village of Milan, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.
 - vi. If an inmate is incarcerated by order of more than one Court or detained on more than one jurisdiction's criminal charges, the cost of detaining that inmate shall be prorated among the respective responsible jurisdictions.

C. Inspection

- a. <u>In Person</u>. Cibola agrees to allow reasonable periodic inspections of the Facility by Village of Milan personnel. Findings by Village of Milan will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for Village of Milan inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of the Village of Milan or Cibola County or to the inmate population; during inmate count or special operation of the Facility in progress.
- b. Audits. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Village of Milan for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Village of Milan to audit, examine, and make excerpts or transcripts from such records relating to Village of Milan inmates and this Agreement.
- c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. Village of Milan agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that Village of Milan failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. Term and Termination

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Village of Milan removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. Property/Surplus Funds/Strict Accountability/Lead Agency

- a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.
- b. <u>Surplus Funds</u>. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Village of Milan and the fees received by Cibola will be transferred to the Cibola general fund as required by law.

- c. <u>Strict Accountability</u>. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.
- d. <u>Lead Agency</u>. Cibola is designated as the lead agency and shall monitor the actions of Village of Milan as they pertain to this Agreement and may take corrective action or terminate this Agreement in the event that, following the receipt of written notice from Cibola to Village of Milan that Village of Milan is in breach of its payment obligation sunder the Agreement, Village of Milan fails to make payment within thirty (30) days after receipt of such notice. Village of Milan and Cibola shall report and/or confer with one another upon specific requests.

F. Agreement and Amendment

- a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
- c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.
- d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.
- e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.
- f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.
- g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. Governing Law

- a. This Agreement shall be governed by the laws of the State of New Mexico.
- b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and Village of Milan Counties shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978 as amended.

I. Independent Contractor

Neither Cibola County nor its employees are considered to be employees of Village of Milan County for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. Appropriations

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon Village of Milan making the appropriations necessary for the performance of this Agreement.

Intentionally left Blank

K. Notices		
Any notice required to be given to either pardelivered in person, by courier service or by receipt requested, postage prepaid, as follow	y U.S. mail, either first class or certif	iting and shall be ĭed, return
To Cibola County: Michael Dodds, Dire	ector,	
To Village of Milan:		
APPROVED, ADOPTED, AND PASSED	on this day of	, 2016.
BOARD OF COUNTY COM	MISSIONERS OF CIBOLA COU	NTY
Robert Armijo Commissioner, District I	T. Walter Jaramillo, Chairman Commissioner, District II	ž.
Jack Moleres Commissioner, District III	Patrick Simpson Commissioner, District IV	8
Lloyd F. Felipe Commissioner, Distr	rict V	
		o.
Attest:		
Elisa Bro		
Cibola County Clerk		

APPROVAL OF VILLAGE OF MILAN (ATTACHED)

INTERGOVERNMENAL AGREEMENT BETWEEN CIBOLA COUNTY AND VALENCIA COUNTY FOR THE HOUSING OF INMATES

THIS AGREEMENT is made and entered into the	day of	, 2016 by and
between the Board of County Commissioners of Cibola	a County, here	inafter referred to as
"Cibola", and the Board of County Commissioners of V	Valencia Coun	ty, hereinafter referred to as
"Valencia," both political subdivisions of the State of N	New Mexico.	

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, NMSA 1978, Section 13-1-98(A) (2013) specifically exempts from the procurement code the "procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978."

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

A. SERVICES

1. BASIC SERVICES. It shall be the responsibility of Cibola to confine and supervise adult inmates committed to or in the custody of Valencia County at the Cibola County Detention Center (hereinafter "Facility"). Cibola shall provide to such inmates care, including the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; to make certain that sentences and orders of the presiding courts are effectively managed and executed; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the American Correctional Association standards common to jails.

2. MEDICAL SERVICES.

- a. Valencia will not deliver to the Facility inmates who are:
 - i. mental patients requiring twenty-four (24) hour care or who are assigned to the medical pod;
 - ii. have current off-site appointments;
 - iii. afflicted with air pathogen diseases or HIV;
 - iv. rejected by Cibola upon initial medical screening.

b. Valencia will:

- i. Upon delivery of an inmate to the Facility, furnish to the Facility a <u>Health Status Transfer Form</u>. If the inmate does not meet qualified conditions, the Facility may return the inmate.
- ii. Pay any medical expenses incurred, without limitation, including medically related transportation or security.

c. Cibola will:

- Provide Valencia inmates who require removal from the Facility for emergency medical services with the same medical care and services provided to Cibola inmates;
- ii. Contact Valencia for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations using an agreed upon Off-Site Healthcare Referral Form.
- iii. Notification for emergency situations will be made as soon as practicable utilizing an agreed upon <u>ER/Hospitalization</u> Reporting Form.

3. TRANSPORTATION.

a. Responsibilities of Valencia.

- i. Transporting inmates to the Facility.
- ii. Returning inmates to Valencia who are not accepted into the Facility.

b. Responsibilities of Cibola.

- i. Return to Valencia.
- ii. Transport to Court when requested by Valencia.

4. PRISON RAPE ELIMINATION ACT OF 2003

a. The Facility agrees to provide all inmates with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility has zero tolerance of all forms of sexual misconduct between inmates, staff, contractors, volunteers, and other inmates, and complies with the Prison Rape Elimination Act of 2003 for prevention, detention, reporting, and treatment of victims of sexual misconduct.

B. COMPENSATION

- a. Valencia agrees to pay Cibola at the rate of sixty-seven dollars (\$67.00) per day per inmate.
 - i. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.
 - ii. A partial day will be considered a full day.
 - iii. Medical services may be billed separately.
 - iv. Valencia agrees to pay Cibola within thirty (30) days of receipt of monthly invoice.
 - v. Any charges billed to Valencia, not belonging to Valencia, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.

C. INSPECTION

- a. <u>In Person</u>. Cibola agrees to allow reasonable periodic inspections of the Facility by Valencia personnel. Findings by Valencia will be shared with the facility administrator in order to promote improvements to the Facility operations or conditions of confinement for Valencia inmates. Cibola may postpone such inspection if, in its sole discretion, Cibola determines that such access to the Facility could pose a health or safety risk to personnel of Valencia or Cibola Counties or to the inmate population; during inmate count or special operation of the Facility in progress.
- b. <u>Audits</u>. Upon at least five (5) business days written notice and during normal business hours, there shall be made available to Valencia for examination all of Cibola's records with respect to the areas covered by this Agreement. Cibola shall permit Valencia to audit, examine, and make excerpts or transcripts from such records relating to Valencia inmates and this Agreement.
- c. Records. Records shall be maintained by Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. Valencia agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in

whole or part that Valencia failed to disclose any inmate information in violation of the Freedom of Information Act or the Inspection of Public Records Act.

D. TERM AND TERMINATION

This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Valencia removes its last inmate from the Facility and compensates Cibola for all amounts due and owning under this Agreement.

E. PROPERTY/SURPLUS FUNDS/STRICT ACCOUNTABILITY

- a. Property. No property shall be acquired as a result of this Agreement that does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.
- b. Surplus Funds. There will be no surplus money as a result of this Agreement as the fees billed by Cibola are for services rendered to Valencia and the fees received by Cibola will be transferred to the Cibola general fund as required by law.
- c. <u>Strict Accountability</u>. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

F. AGREEMENT and AMENDMENT

- a. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- b. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
- c. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola's compensation, which are mutually agreed upon by and between the parties, shall be incorporated in written amendment(s) to this Agreement.
- d. All prior written agreements between the parties for the housing of inmates are repealed with the approval of this Agreement.

- e. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonable capable of completion.
- f. Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to adhere to each applicable provision of this Agreement.
- g. Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

G. GOVERNING LAW

- a. This Agreement shall be governed by the laws of the State of New Mexico.
- b. In the event of litigation, venue shall be in the Thirteenth Judicial District Court, Cibola County.

H. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Cibola and Valencia Counties shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978 as amended.

I. INDEPENDENT CONTRACTOR

Neither Cibola County nor its employees are considered to be employees of Valencia County for any purpose whatsoever. Cibola is considered an Independent Contractor at all times in the performance described herein.

J. APPROPRIATIONS

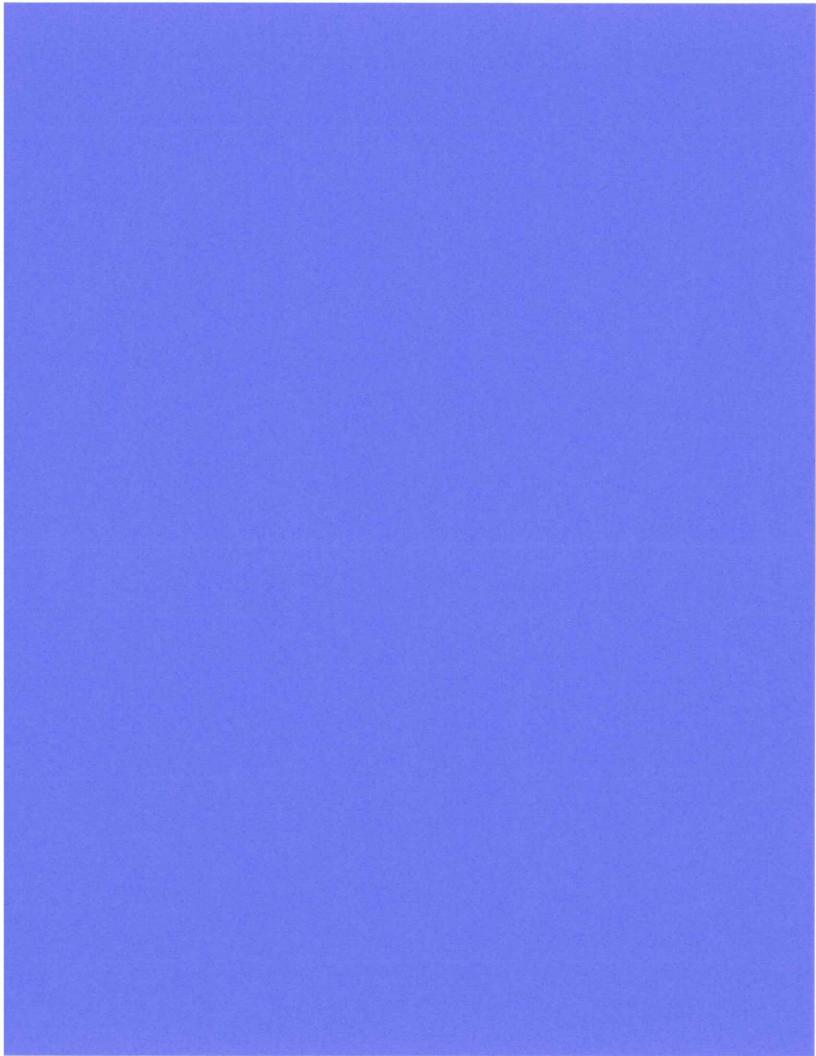
Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Valencia County Board of Commissioners making the appropriations necessary for the performance of this Agreement.

K. NOTICES

Cibola County Clerk

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows: To Cibola County: Michael Dodds, Director, To County of Valencia: APPROVED, ADOPTED, AND PASSED on this day of , 2016. BOARD OF COUNTY COMMISSIONERS OF CIBOLA COUNTY Robert Armijo T. Walter Jaramillo, Chairman Commissioner, District II Commissioner, District I Jack Moleres Patrick Simpson Commissioner, District III Commissioner, District IV Lloyd F. Felipe Commissioner, District V Attest: Elisa Bro

APPROVAL OF COUNTY OF VALENCIA (ATTACHED)



SAMPLE RESOLUTION FOR COUNTY AS FISCAL AGENT

COUNTY OF

Resolution No. 16-18

A RESOLUTION

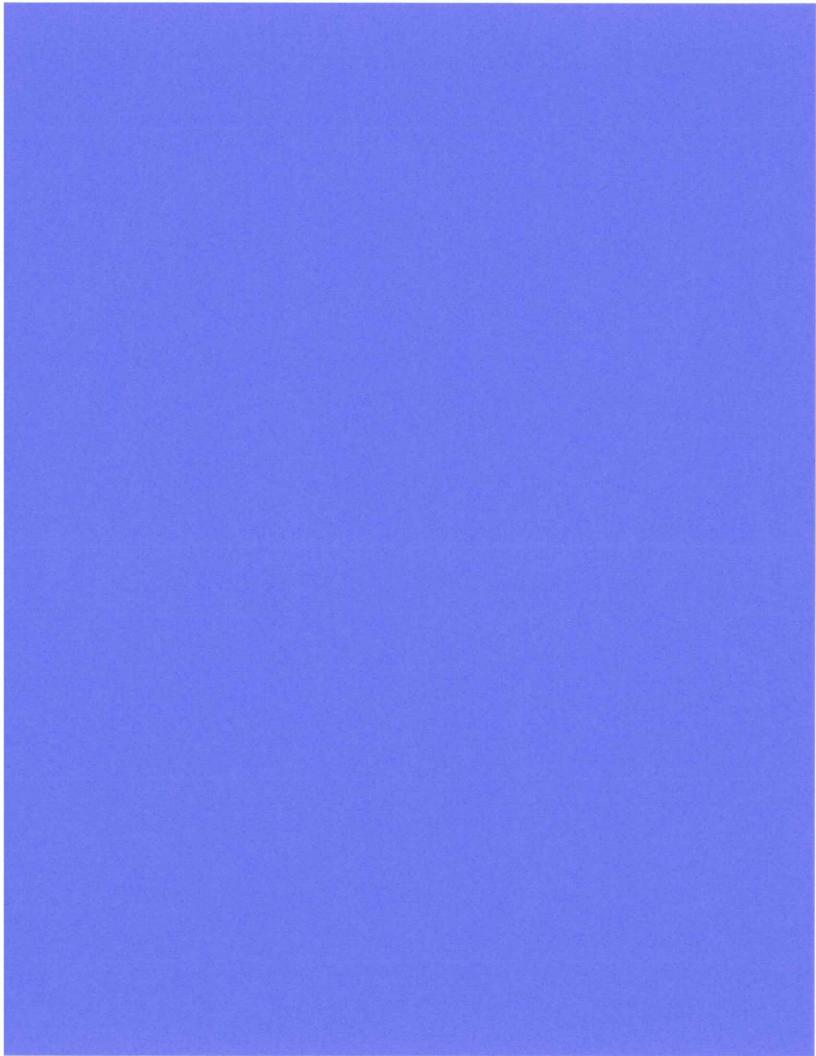
AUTHORIZING THE COUNTY/MUNICIPALITY TO SUBMIT AN APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION TO PARTICIPATE IN THE JUVENILE ADJUDICATION PROGRAM.

WHEREAS, the Legislature enacted Section 34-16-1 NMSA 1978 establishing a juvenile adjudication fund grant program to fund programs providing alternative procedures of adjudication for juveniles charged with traffic offenses and other misdemeanors.; and

WHEREAS, the Legislature enacted Section 66-8-116.3 NMSA 1978 as amended, creating the juvenile adjudication fund by assessing fees levied and collected; and

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

County of	IT HEREBY RESOLVED that the Governing Body of the State of New Mexico hereby authorizes the
submission of the FY17 applica established by the Local Govern	tion for the Juvenile Adjudication Fund under the regulations
APPROVED AND ADOF	PTED by the governing body at its meeting of
	County Chairperson
Attest:	
County Clerk (SEAL)	



Cibola County Commission

T. Walter Jaramillo, Chairman Robert Armijo, 1st Vice-Chair Jack Moleres, 2nd Vice-Chair Patrick Simpson, Commissioner Lloyd F. Felipe, Commissioner

Cibola County 515 West High Street

Grants, New Mexico 87020 Phone (505) 287-9431 – Fax (505) 285-5434



Tony Boyd County Manager

Resolution No. 16-19

Fiscal Year 2016 BUDGET ADJUSTMENT No. 4

- **WHEREAS,** the Board of County Commissioners of the County of Cibola is the duly constituted governing body of the County and serves *ex officio* as the County Board of Finance with authority for establishing, monitoring, and adjusting the County's budget; and
- **WHEREAS,** budget adjustments are required to establish new transfers; to allow for budget increases and decreases to revenues and expenditures to offset any unanticipated revenues and/or expenditures; and to correct amounts when required; and
- **WHEREAS**, the budget adjustments and the associated line items with amounts stated on the <u>attached</u>, *Schedule of Budget Adjustments* is essential.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS of the COUNTY OF CIBOLA, STATE OF NEW MEXICO, ex officio COUNTY BOARD OF FINANCE that the adjustments included in this document are deemed necessary to the operations of the County for the 2015 fiscal year ending June 30, 2016.

PASSED, APPROVED and ADOPTED by the governing body at its regular meeting on the 23rd day of March 2016.

THE BOARD OF COUNTY COMMISSIONERS:

	T. Walter Jaramillo, Chairman
T III III II	Robert Armijo, 1st Vice-Chair
ATTEST:	
	Jack Moleres, 2 nd Vice-Chair
Elisa Bro, County Clerk	
•	Lloyd F. Felipe, Member
	Patrick Simpson, Member

Department of Finance and Administration Local Government Division Financial Management Bureau SCHEDULE OF BUDGET ADJUSTMENTS

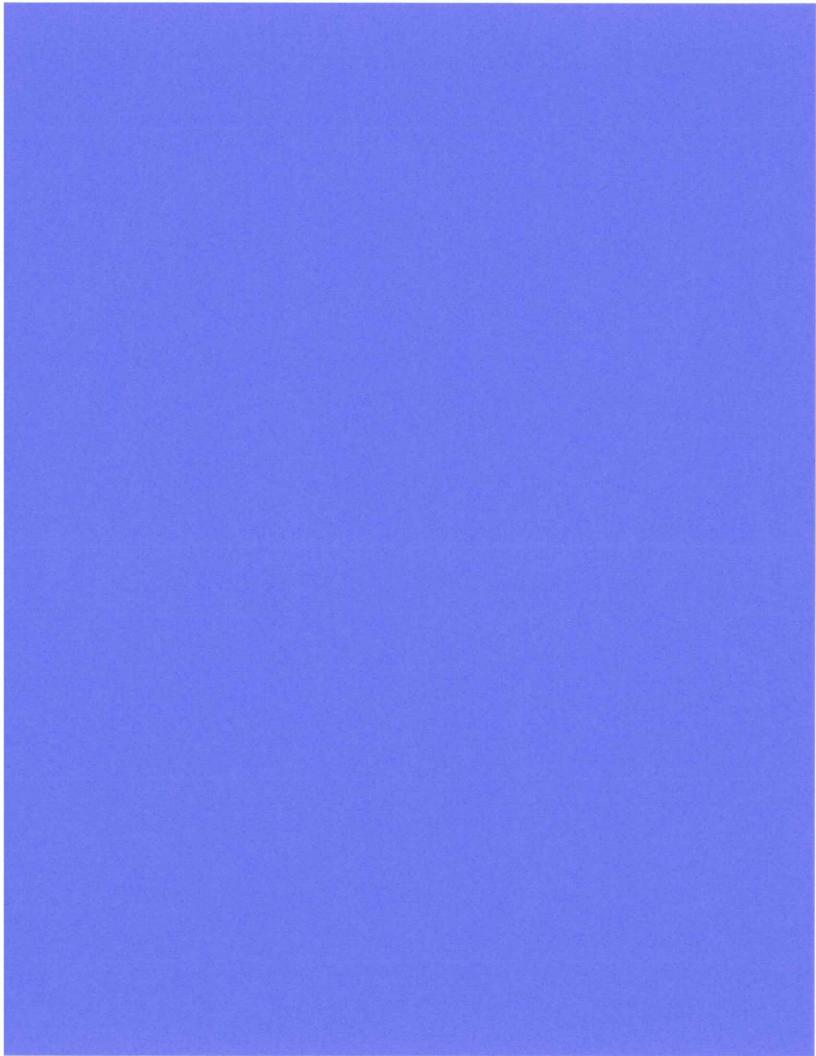
REVISED	12/08/06
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ENTITY NAME:	Cibola County
FISCAL YEAR:	2015-2016
DFA Resolution Number:	

or	Local	Government	Division	use only:	

(B)	(C)	(D)	(E)	(F)	(G)
FUND	EXPENDITURE TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT	ADJUSTED BUDGET	PURPOSE
209	EXPENDITURE	\$620,025	\$2,010		Increase in expenditure for Candy Kitchen and Fence Lake VFD's to use
					carry over funds
					Increase to show exposes related to intercepted amount from GRT
					Decrease in revenue to reflect change in Hospital agreement
		-\$2,370,538	-\$1,048,104		Increase in transfer out to cover adjustment in Indigent, and short fall
101	TRANSFER TO	\$781,013	\$30,000	\$811,013	at detention center in revenue and temporary transfer to Emergency Mgt
				\$0	to cover while pending revenue is received.
				\$0	
				\$0	
	REVENUE	\$268,575	-\$118,104	\$150,471	Decrease in revenue to adjust for change in revenue
220	TRANSFER TO	\$0	\$118,104	\$118,104	Transfer to cover the decrease in revenue
				\$0	
299	TRANSFER TO	\$76,630	\$30,000	\$106,630	Temporary Transfers to and from Emergency Mgt.
299	TRANSFER FROM	\$0	-\$30,000	(\$30,000)	
				\$0	
500	TRANSFER TO	\$1,159,260	\$900,000	\$2,059,260	Increase in transfer to Detention Center to cover shortfall in revenue
				\$0	
				\$0	
				\$0	
				\$0	
				\$0	
				\$0	
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				\$0	
				\$0	
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				\$0	
	FUND 209 101(Sanitation) 101(Charges for Service 101 101 220(Miscellaneous) 220 299 299	REVENUE EXPENDITURE TRANSFER (TO or FROM)	REVENUE EXPENDITURE TRANSFER (TO or FROM) BUDGET	REVENUE EXPENDITURE TRANSFER (TO or FROM) BUDGET ADJUSTMENT	REVENUE EXPENDITURE TRANSFER (TO or FROM) BUDGET BUDGET BUDGET

ATTEST:			
Title	(Date)	Mayor/Board Chairman	(Date



Cibola County Commission

T. Walter Jaramillo, Chairman Robert Armijo, 1st Vice-Chair Jack Moleres, 2nd Vice-Chair Patrick Simpson, Commissioner Lloyd F. Felipe, Commissioner

Cibola County 515 West High Street

Grants, New Mexico 87020 Phone (505) 287-9431 – Fax (505) 285-5434



Tony M. Boyd County Manager

RESOLUTION NO. 16-20 INSPECTION OF PUBLIC RECORDS

WHEREAS, the Board of County Commissioners of Cibola County, met upon notice of a duly published Regular Business meeting on March 23, 2016, at 5:00 P.M. in the Cibola County Convention Room, 515 West High Street, Grants, NM 87020, and,

WHEREAS, Section 14-2-7 of the Inspection of Public Records Act (NMSA 1978, Section 14-2-1 to −12) states that each public body shall designate at least one custodian of public records who shall: Receive and respond to requests to inspect public records, provide proper and reasonable opportunities to inspect public records, and provide reasonable facilities to make or furnish copies of the Public Records during usual business hours; and,

WHEREAS, Article 9 Section 14 of the Constitution of the State of New Mexico holds in part that, "the state nor any county, school district or municipality" shall, "make any donation to or in aid of any person, association or public or private corporation..."; and,

WHEREAS, the reproduction of public records by electronic or traditional means is an expense to the taxpayers of the County both financially and through the use of staff time; and,

WHEREAS, NMSA 1978, Section 14-2-9 (1993) provides that a Custodian of Public records of the State or one of its political subdivisions, "(1) may charge reasonable fees for copying the public records, unless a different fee is otherwise prescribed by law; (2) shall not charge fees in excess of one dollar (\$1.00) per page for documents eleven inches by seventeen inches in size or smaller; (3) may require advance payment of the fees before making copies of public records; (4) shall not charge a fee for the cost of determining whether any public record is subject to disclosure; and (5) shall provide a receipt, upon request"; and,

WHEREAS, the Board of County Commissioners of Cibola County adopted Resolution: Implementing a Uniform Fee Schedule for Reproducing Public Records in the Custody of the County of Cibola, which details copy fees for administrative offices of the County and elected offices not otherwise set by statute; and,

WHEREAS, the public and staff would benefit from having all copying fees accessible in one resolution and updated as needed yearly in January during the Reorganizational Business Meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Cibola County Commission that the following Inspection of Public Records Procedures is hereby adopted.

Section I. Designation of Custodian of Public Records

The Cibola County Commission designates Natalie Grine, Recording and Filing Deputy Clerk, as its custodian of public records.

Section II. Duties of the Public Records Custodian.

The Custodian of Public Records shall:

- **A.** Receive and respond to requests to inspect County Commission public records;
- **B.** Provide proper and reasonable opportunities to inspect County Commission public records; and
- **C.** Provide reasonable facilities to make or furnish copies of County Commission public records during usual business hours.

Section III. Submission of Public Records Requests

- A. Requests to inspect public records should be submitted to the records custodian, Natalie Grine, located at 515 West High Street, Grants, NM 87020, (505) 285-2535, (505) 285-2562 (facsimile), ngrine@co.cibola.nm.us.
- **B.** In accordance with the Inspection of Public Records Act, a person desiring to inspect public records may submit a request to the records custodian orally or in writing, though the procedures and penalties prescribed by the Act apply only to written requests.
- **C.** A written request must contain the name, address and telephone number of the person making the request.
- **D.** Written requests may be submitted in person or sent via US mail, email or facsimile.
- **E.** The request must describe the records sought in sufficient detail to enable the records custodian to identify and locate the requested records.

Section IV. Procedures for Inspection

- **A.** The records custodian must permit inspection immediately or as soon as practicable, but no later than fifteen calendar days after the records custodian receives the inspection request.
- **B.** If inspection is not permitted within three business days, the person making the request will receive a written response explaining when the records will be available for inspection or when the public body will respond to the request.
- **C.** If any of the records sought are not available for public inspection, the person making the request is entitled to a written response from the records custodian explaining the reasons inspection has been denied. The written denial shall be delivered or mailed within fifteen calendar days after the records custodian received the request for inspection.

Section V. Inspection Fees

If a person requesting inspection would like a copy (paper or electronic) of a public record, a reasonable fee may be charged, as detailed in the list below, which the records custodian may request be paid before the copies are made. A receipt indicating that the fees have been paid for making copies of public records will be provided upon request to the person requesting the copies.

A. Photo Copies up to 11"x17" (excluding Assessor's GIS copies)

- a. \$0.50/ one-sided page
- b. \$0.75/ two-sided page
- c. \$0.50/ one-sided page in excess of 3 pages for Summary of Tax statements (Treasurer's Office)
- d. \$0.50/ one-sided page in excess of 3 pages for Property Records cards (Assessor's Office)

B. Large Documents/plots (excluding Assessor's Office GIS copies)

- e. \$3.00/ copy larger than 11 x 17 up to 18 x 23
- f. \$5.00/ copy size 18 x 24
- g. \$8.00/ copy size larger than 18 x 24 (fulfilled with County Clerk equipment)

C. Assessor's Office GIS copies and Electronic Data

a. Hard Copy Rates

Page Size	Black & White	Aerial/Color
A- 8 ½" x 11"	\$0.50	\$1.00
8 ½" x 14"	\$1.75	\$3.50
B- 11" x 17"	\$2.25	\$4.25
C- 17" x 22"	\$3.50	\$6.75
D- 22" x 34"	\$4.25	\$8.50
E- 28" x 40"	\$5.50	\$11.00
36" x 36"	\$7.00	\$14.00
F- 34" x 44"	\$8.50	\$17.00
36" plus-per ft.	\$2.50	\$5.00

- b. \$15.00/hr. for custom mapping plus material rates per chart above
- c. \$15.00/hr. for research and retrieval of general electronic data
- d. \$10.00 for postage and material for general electronic data
- e. \$350.00 for GIS data disk (includes postage and material)

D. Electronic Data (exists in electronic format at time of request)

- a. \$10.00 per CD
- b. No fee to email existing documents

E. Documents Scanned or Faxed

- a. \$2.50 per document scanned to electronic format plus electronic data fees per #4 above (for documents that do not exist in electronic format at time of request)
- b. \$2.50 per document faxed (for documents that exist in hard copy format at time of request)
- c. \$2.50 per document faxed plus copy fees per #1 above (for documents that do not exist in hard-copy format at time of request)

F. Postage Fees

a. Actual fees associated with mailing request via USPS certified, return receipt

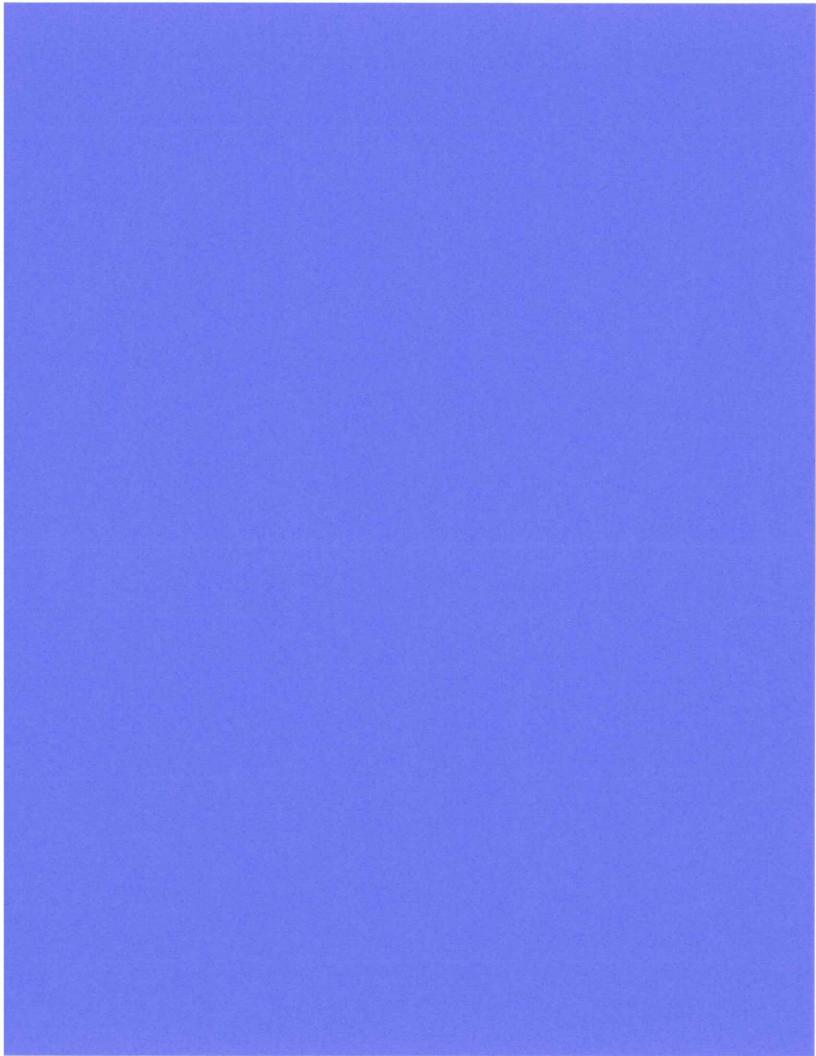
Section VI. Application

This Resolution applies to all records in the County's for which fees and/or procedures have not been set by statute.

APPROVED, ADOPTED, AND PASSED on this 23rd day of March, 2016.

BOARD OF COUNTY COMMISSIONERS

Robert Armijo, 1 st Vio Commissioner, Distri	T. Walter Jaramillo, Chairman Commissioner, District II
Jack Moleres, 2 nd Vio Commissioner, Distri	Patrick Simpson Commissioner, District IV
-	F. Felipe oner, District V
Attest:	
Elisa Bro Cibola County Clerk	_





CIBOLA COUNTY BOARD OF COUNTY COMMISSIONERS RESOLUTION № 16-21

A RESOLUTION AMENDING RESOLUTION No. 15-34 AS TO LAGUNA PRECINCT 22

WHEREAS, on October 28, 2016 the Cibola County Board of Commissioners designated polling places for the 2016 Primary and General Elections in accordance with NMSA 1978, Section 1-3-2 and 1-3-7 (2011) via "A Resolution Designating the Polling Places for the 2016 Primary and General Elections for Cibola County";

WHEREAS, on February 19, 2016 Cibola County Clerk Elisa Bro received a petition from the Pueblo of Laguna requesting that the physical location of Laguna Precinct 22 be changed from Paguate Pender Hall, 6 Stone Ridge Road, Paguate, NM 87040 to Paguate Community Center, 60 Paguate Day School Road, Paguate, NM 87040;

WHEREAS, the proposed new location was designed and constructed with the intent to be used for public and community events: it has American with Disabilities Act (ADA) compliant facilities, internet access, and sufficient parking space; offering superior amenities to those of Paguate Bender Hall;

WHEREAS, the Paguate Community Center is the most convenient and suitable public building in the precinct that can be obtained, pursuant to NMSA 1978, Section 1-3-7(B);

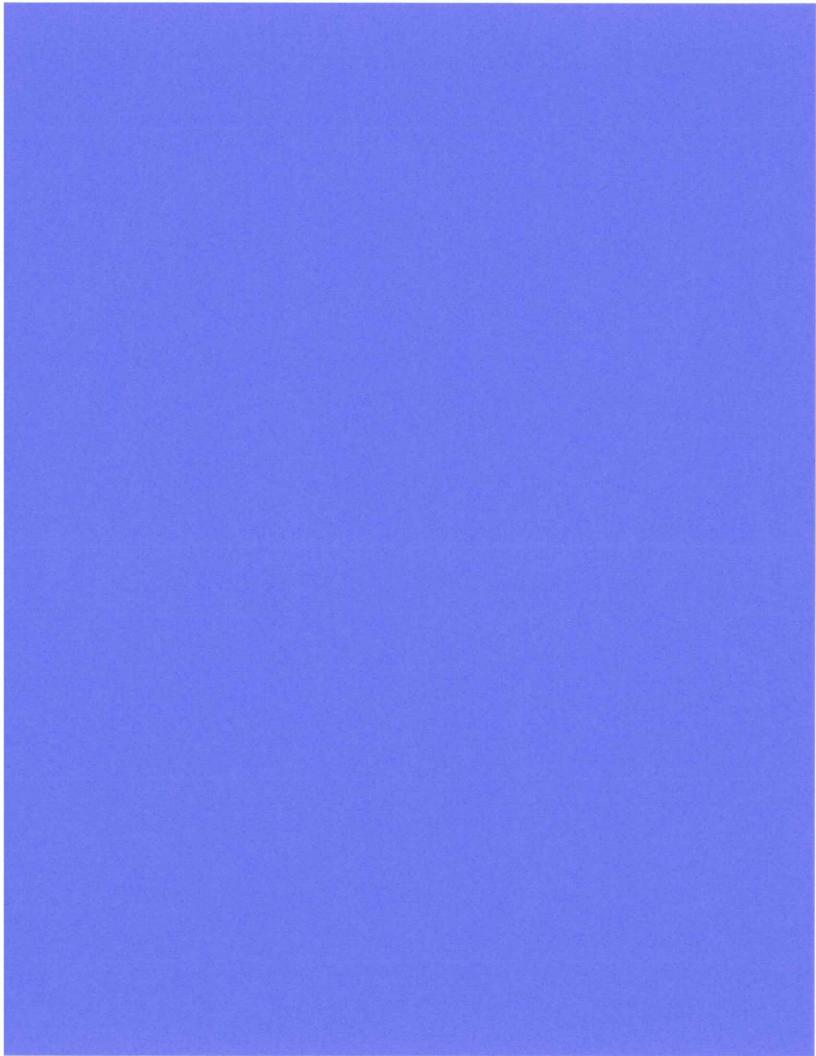
WHEREAS, the Board of County Commissioners recognizes that in order to validly effect this change within four (4) months of an election, the District Court must issue an Order pursuant to NMSA 1978, Section 1-3-5.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Cibola County Commission that the Polling Place for Precinct 22 be the Paguate Community Center, 60 Paguate Day School Road, Paguate, New Mexico 87040 subject to the approval of the District Court.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a certified copy of this Resolution, and the accompanying court order, be sent to the Secretary of State and to the County Chairpersons of each major political party; and, that this Resolution be published in a newspaper as provided in the Election Code pursuant to NMSA 1978, Section 1-3-8.

APPROVED, ADOPTED, AND PASSED on this 23rd day of March, 2016.

Robert Armijo, 1 st Vi Commissioner, Distr		T. Walter Jaramillo, Chairman Commissioner, District II
Jack Moleres, 2 nd V Commissioner, Distr		Patrick Simpson Commissioner, District IV
	Lloyd F. Commissione	
Attest:		
Elisa Bro Cibola County Clerk		





Cibola County

Cibola County Administration and Judicial Complex

700 Roosevelt Ave Grants, NM 87020

GMP Proposal – 100% Construction Documents with Alternates 1-11 3/14/2016

The Basis of **GMP Proposal – 100% Construction Documents with Alternates 1-11** is a written explanation clarifying the assumptions and exclusions used in establishing the budget cost model dated 3/17/2016.

The Basis of GMP Proposal – 100% Construction Documents with Alternates 1-11 is organized in the MasterFormat 2010 Numbers and Titles cost model. Components include Specified General conditions as defined in the contract, Cost of Work budget line items, Contingency, Required Add-Ons and a Construction Manager Fee as defined in the contract with Cibola County. New Mexico Gross Receipts Tax is not included within the overall budget Maximum Allowable Construction Costs (MACC) but is shown as an informational item for the owner.

The GMP Amount is \$10,603,040.38 (without NMGRT), and \$11,501,808 with NMGRT.

The Guaranteed Maximum Price (GMP) is based upon the anticipated Substantial Completion of Wednesday, December 07, 2016.

Jaynes requests that the Owner accept the GMP on or before Tuesday, March 31, 2016.

DRAWINGS AND SPECIFICATIONS

GENERAL

ADDENDUM #1 - Dated 11/25/2015 ADDENDUM #2 - Dated 12/4/2015 ADDENDUM #3 - Dated 02/26/2016



SPECIFICATIONS

VOLUME 01

DIVISION 00 BIDDING AND CONTRACT REQUIREMENTS

00-0020 PROJECT DIRECTORY

00-0050 TABLE OF CONTENTS

00-6600 MINIMUM WAGE RATES

00-8200 GEOTECHNICAL CONDITIONS

00-8510 DRAWINGS INDEX

DIVISION 01 GENERAL REQUIREMENTS

01-1000 SUMMARY

01-2300 ALTERNATES

01-2500 SUBSTITUTION PROCEDURES

01-2600 CONTRACT MODIFICATION PROCEDURES

01-2900 PAYMENT PROCEDURES

01-3100 PROJECT MANAGEMENT AND COORDINATION

01-3200 CONSTRUCTION PROGRESS DOCUMENTATION

01-3233 PHOTOGRAPHIC DOCUMENTATION

01-3300 SUBMITTAL PROCEDURES

01-4000 QUALITY REQUIREMENTS

01-5000 TEMPORARY FACILITIES AND CONTROLS

01-6000 PRODUCT REQUIREMENTS

01-7300 EXECUTION

01-7329 CUTTING AND PATCHING

01-7700 CLOSEOUT PROCEDURES

01-7823 OPERATION AND MAINTENANCE DATA

01-7839 PROJECT RECORD DRAWINGS

01-7900 DEMONSTRATION AND TRAINING

DIVISION 02 EXISTING CONDITIONS

02-4119 SELECTIVE STRUCTURE DEMOLITION

DIVISION 03 CONCRETE

03-1000 CONCRETE FORMING AND ACCESSORIES

03-2000 CONCRETE REINFORCEMENT

03-3000 CAST IN PLACE CONCRETE

DIVISION 04 MASONRY

04-2200 REINFORCED UNIT MASONRY

DIVISION 05 METALS

05-1000 STRUCTURAL STEEL 05-2100 STEEL JOISTS 05-3000 METAL DECKING

3/18/2016

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05-4000 COLD FORMED METAL FRAMING

DIVISION 06 WOOD, PLASTICS, AND COMPOSITES

06-1053 MISCELLANEOUS ROUGH CARPENTRY

06-1600 SHEATHING

06-4023 INTERIOR ARCHITECTURAL WOODWORK

DIVISION 07 THERMAL AND MOISTURE PROTECTION

07-2100 THERMAL INSULATION

07-2413 POLYMER-BASED EXTERIOR INSULATION AND FINISH SYSTEM (EIFS)

07-5423 FULLY ADHERED THERMOPLASTIC POLYOLEFIN (TPO) ROOFING

07-6200 SHEET METAL FLASHING AND TRIM

07-7100 ROOF SPECIALTIES

07-7200 ROOF ACCESSORIES

07-4243 COMPOSITE WALL PANELS

07-8413 PENETRATION FIRESTOPPING

07-9200 JOINT SEALANTS

DIVISION 08 OPENINGS

08-1113 HOLLOW METAL DOORS AND FRAMES

08-1416 FLUSH WOOD DOORS

08-3113 ACCESS DOORS AND FRAMES

08-3460 DETENTION STEEL DOORS

08-4113 ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

08-4413 GLAZED ALUMINUM CURTAIN WALLS

08-7100 DOOR HARDWARE

08-7100A DOOR HARDWARE INDEX

08-7160 DETENTION HARDWARE

08-8000 GLAZING

08-8850 SECURITY GLAZING

DIVISION 09 FINISHES

09-2216 NON-STRUCTURAL METAL FRAMING

09-2900 GYPSUM BOARD

09-3000 TILING

09-5123 ACOUSTICAL TILE CEILINGS

09-6513 RESILIENT BASE AND ACCESSORIES

09-6519 RESILIENT TILE FLOORING

09-6816 TILE CARPETING

09-9113 EXTERIOR PAINTING

09-9123 INTERIOR PAINTING

09-9300 STAINING AND TRANSPARENT FINISHING

DIVISION 10 SPECIALTIES

10-1100 VISUAL DISPLAY SURFACES 10-1400 SIGNAGE

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10-2113 TOILET COMPARTMENTS

10-2800 TOILET, BATH, AND LAUNDRY ACCESSORIES

10-4413 FIRE EXTINGUISHER CABINETS

10-4416 FIRE EXTINGUISHERS

DIVISION 11 EQUIPMENT

11-1713 THRU-GLASS SPEAK-THRUS

11-1723 STAINLESS STEEL DEAL TRAYS

11-1900 DETENTION EQUIPMENT GENERAL REQUIREMENTS

11-1970 DETENTION FASTENERS

DIVISION 12 FURNISHINGS

12-7700 BENCHES AND PEWS

DIVISION 21 FIRE SUPPRESSION

No Specification provided, but scope provided to meet applicable building codes.

DIVISION 22 PLUMBING

22 0500 COMMON WORK RESULTS FOR PLUMBING

22 0519 METERS AND GAGES FOR PLUMBING PIPING

22 0523 GENERAL DUTY VALVES FOR PLUMBING PIPING

22 0529 HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

22 0700 PLUMBING INSULATION

22 1116 DOMESTIC WATER PIPING

22 1119 DOMESTIC WATER PIPING SPECIALTIES

22 1123 DOMESTIC WATER PUMPS

22 1316 SANITARY WASTE AND VENT PIPING

22 3400 FUEL FIRED DOMESTIC WATER HEATERS

22 4000 PLUMBING FIXTURES

22 4700 DRINKING FOUNTAINS AND WATER COOLERS

DIVISION 23 HEATING VENTILATING AND AIR CONDITIONING

23 0500 COMMON WORK RESULTS FOR HVAC

23 0519 METERS AND GAGES FOR HVAC PIPING

23 0523 GENERAL DUTY VALVES FOR HVAC PIPING

23 0553 IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

23 0593 TESTING, ADJUSTING, AND BALANCING FOR HVAC

23 0700 HVAC INSULATION

23 0900 INSTRUMENTATION AND CONTROL FOR HVAC

23 1123 FACILITY NATURAL-GAS PIPING

23 2113 HYDRONIC PIPING AND PIPING SPECIALTIES

23 2123 HYDRONIC PUMPS

23 2500 HVAC WATER TREATMENT

23 3113 DUCTWORK

23 3300 AIR DUCT ACCESSORIES

23 3423 HVAC POWER VENTILATORS

3/18/2016

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23 3713 DIFFUSERS, REGISTERS, AND GRILLES

23 5216 CONDENSING BOILER

23 6500 COOLING TOWER

23 7200 AIR-TO-AIR ENERGY RECOVERY SYSTEM

23 8146 WATER SOURCE UNITARY HEAT PUMPS

DIVISION 26 ELECTRICAL

26-0510 GENERAL ELECTRICAL REQUIREMENTS

26-0519 CONDUCTORS

26-0526 GROUNDING

26-0533 RACEWAYS, BOXES, AND FITTINGS

26-0536 CABLE TRAY SYSTEM

26-0553 ELECTRICAL IDENTIFICATION

26-2416 PANELBOARDS

26-2726 WIRING DEVICES AND PLATES

26-3100 FIRE DETECTION AND ALARM

26-4313 SURGE PROTECTION DEVICE (SPD)

26-5113 LIGHTING EQUIPMENT

DIVISION 27 COMMUNICATIONS

27-1500 DATACOMMUNICATIONS

DIVISION 28 ELECTRONIC SAFETY AND SECURITY

28-3100 FIRE ALARM

DIVISION 31 EARTHWORK

31-1000 SITE CLEARING

31-2200 GRADING

31-2311 EARTHWORK FOR BUILDING CONSTRUCTION

31-2316 EXCAVATION

31-2316.13 TRENCHING

31-3700 RIP RAP

DIVISION 32 EXTERIOR IMPROVEMENTS

32-1123 AGGREGATE BASE COURSES

32-1216 ASPHALT PAVING

32-1313 CONCRETE PAVING

32-1713 PARKING BUMPERS

32-1723.13 PAINTED PAVEMENT MARKINGS

32-3113 CHAIN LINK FENCES AND GATES

32-8400 LANDSCAPE IRRIGATION SYSTEM

32-9300 PLANTS

DIVISION 33 UTILITIES

33-1000 SITE CLEARING

33-1116 SITE WATER UTILITY DISTRIBUTION PIPING

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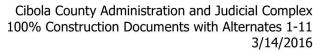


33-1300 DISINFECTING OF WATER UTILITY DISTRIBUTION 33-3111 SITE SANITARY UTILITY SEWERAGE PIPING

DRAWINGS G-000 COVER SHEET

G-000	COVER SHEET
G-101	GENERAL INFORMATION
G-102	ADA INFORMATION
G-201	BUILDING A CODE PLAN WEST
G-202	BUILDING A CODE PLAN EAST
G-203	BUILDING B CODE PLAN
G-204	CODE ANALYSIS BUILDING A & B
CG-001	GENERAL NOTES & DRAWING INDEX
C-101	GRADING AND DRAINAGE PLAN
C-102	DETAILED GRADING AND DRAINAGE PLAN
C-103	SITE UTILITY PLAN
C-501	MISC-DETAILS
C-502	MISC-DETAILS
C-503	MISC-DETAILS
LS-101	LANDSCAPE CONSTRUCTION PLAN
LI-101	IRRIGATION PLAN
S-001	ABBREVIATIONS AND LEGEND
S-002	GENERAL STRUCTURAL NOTES
S-003	SPECIAL INSPECTION TABLES
S-A101	BUILDING A OVERALL FOUNDATION PLAN
S-A102	BUILDING A FOUNDATION PLAN WEST
S-A103	BUILDING A FOUNDATION PLAN EAST
S-A111	BUILDING A OVERALL ROOF FRAMING PLAN
S-A112	BUILDING A ROOF FRAMING PLAN WEST
S-A113	BUILDING A ROOF FRAMING PLAN EAST
S-B101	BUILDING B FOUNDATION PLAN
S-B111	BUILDING B ROOF FRAMING PLAN
S-301	FOUNDATION SECTIONS
S-311	ROOF FRAMING SECTIONS
S-312	ROOF FRAMING SECTIONS
S-501	TYPICAL FRAMING DETAILS
S-601	SCHEDULES
S-701	TYPICAL CONCRETE DETAILS
S-711	TYPICAL MASONRY DETAILS
DAS-101	ARCHITECTURAL SITE DEMO PLAN
AS-101	OVERALL ARCHITECTURAL SITE PLAN
AS-102	ENLARGED ARCHITECTURAL SITE PLANS
AS-103	SURVEY
AS-A501	SITE DETAILS
AD-A101	BUILDING A OVERALL DEMOLITION FLOOR PLAN
AD-B101	BUILDING B DEMOLITION FLOOR PLAN
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CONFIDENTIAL





A-A426

3/18/2016

Build. Lead. Grow.®	
AD-A102	BUILDING A DEMOLITION FLOOR PLAN WEST
AD-A111	DEMOLITION ROOF PLANS
AD-A201	BUILDING A DEMOLITION EXTERIOR ELEVATIONS
AD-A301	BUILDING A DEMOLITION WALL SECTIONS
A-A101	BUILDING A OVERALL FLOOR PLAN
A-B101	BUILDING B FLOOR PLAN
A-A102	BUILDING A FLOOR PLAN WEST
A-A103	BUILDING A FLOOR PLAN EAST
A-A104	BUILDING A DIMENSION & PARTITION TYPE PLAN WEST
A-A105	BUILDING A DIMENSION & PARTITION TYPE PLAN EAST
A-B102	BUILDING B DIMENSION PLAN & PARTITION TYPES
A-A111	BUILDING A OVERALL ROOF PLAN
A-B111	BUILDING B ROOF PLAN
A-A121	BUILDING A REFLECTED CEILING PLAN WEST
A-A122	BUILDING A REFLECTED CEILING PLAN EAST
A-B121	BUILDING B REFLECTED CEILING PLAN
A-A131	BUILDING A FINISH FLOOR PLAN WEST
A-A132	BUILDING A FINISH FLOOR PLAN EAST
A-B131	BUILDING B FINISH FLOOR PLAN
A-A201	BUILDING A EXTERIOR ELEVATIONS
A-B201	BUILDING B EXTERIOR ELEVATIONS
A-A301	BUILDING A BUILDING SECTIONS
A-A302	BUILDING A BUILDING SECTIONS
A-A303	BUILDING A BUILDING SECTIONS
A-A304	BUILDING A BUILDING SECTIONS
A-B301	BUILDING B BUILDING SECTIONS
A-A311	BUILDING A WALL SECTIONS
A-A312	BUILDING A WALL SECTIONS
A-A313	BUILDING A WALL SECTIONS
A-A314	BUILDING A WALL SECTIONS
A-A315	BUILDING A WALL SECTIONS
A-A401	BUILDING A ENLARGED TOILET PLANS, INTERIOR ELEVATIONS, TILE LEGEND AND ACCESSORY
A-A402	BUILDING A ENLARGED TOILET PLANS, INTERIOR ELEVATIONS, TILE LEGEND AND ACCESSORY
A-A403	BUILDING A ENLARGED TOILET PLANS, INTERIOR ELEVATIONS, TILE LEGEND AND ACCESSORY
A-A404	BUILDING A ENLARGED TOILET PLANS, INTERIOR ELEVATIONS, TILE LEGEND AND ACCESSORY
A-A405	BUILDING A ENLARGED DETENTION PLANS, INTERIOR ELEVATIONS AND DETENTION ACCESSOF
A-B401	BUILDING B ENLARGED TOILET PLANS, INTERIOR ELEVATIONS, TILE LEGEND AND ACCESSORY
A-A411	BUILDING A ENLARGED FLOOR PLAN
A-A412	BUILDING A ENLARGED FLOOR PLANS
A-B411	BUILDING B CASEWORK ENLARGED PLANS AND INTERIOR ELEVATIONS
A-A421	BUILDING A INTERIOR ELEVATIONS
A-A422	BUILDING A INTERIOR ELEVATIONS
A-A423	BUILDING A INTERIOR ELEVATIONS
A-A424	BUILDING A INTERIOR ELEVATIONS
A-A425	BUILDING A INTERIOR ELEVATIONS

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BUILDING A INTERIOR ELEVATIONS

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A-A501	BUILDING A PLAN DETAILS
A-A502	BUILDING A PLAN DETAILS
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A-A504	BUILDING A PLAN DETAILS
A-B501	BUILDING B PLAN DETAILS
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A-531	CASEWORK DETAILS
A-532	CASEWORK DETAILS
A-533	CASEWORK DETAILS
A-534	CASEWORK DETAILS
A-551	DOOR AND WINDOW DETAILS
A-552	DOOR AND WINDOW DETAILS
A-553	DOOR AND WINDOW DETAILS
A-554	DOOR AND WINDOW DETAILS
A-555	DOOR AND WINDOW DETAILS
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A-612	FINISH LEGEND
A-621	DOOR SCHEDULE
A-622	DOOR SCHEDULE
A-631	DOOR TYPES, INTERIOR FRAME TYPES, AND GLAZING SCHEDULE
A-632	EXTERIOR FRAME TYPES AND GLAZING SCHEDULE
P-A001	PLUMBING SCHEDULE
P-A101	BUILDING A - WASTE AND VENT PIPING WEST
P-A102	BUILDING A - WASTE AND VENT PIPING EAST
P-A201	BUILDING A - WATER PIPING WEST
P-A202	BUILDING A - WATER PIPING EAST
P-A301	BUILDING A - ROOF DRAIN PIPING PLAN
P-A401	PLUMBING DETAILS ROOF DRAIN PIPING PLAN
P-B001	BUILDING B PLUMBING SCHEDULE
P-B101	BUILDING B WASTE AND VENT FLOOR PLAN
P-B102	BUILDING B WATER PIPING FLOOR PLAN
P-B103	BUILDING B NATURAL GAS PIPING FLOOR PLAN
M-A001	MECHANICAL GENERAL NOTES BUILDING A
M-A002	MECHANICAL SCHEDULES BUILDING A
M-A003	MECHANICAL VENTILATION CALCULATIONS BUILDING A
M-A101	WEST MECHANICAL FLOOR PLAN BUILDING A
M-A102	EAST MECHANICAL FLOOR PLAN BUILDING A
M-A103	WEST MECHANICAL FLOOR PLAN BUILDING A
M-A104	EAST MECHANICAL PIPING PLAN BUILDING A
M-A105	MECHANICAL ROOF PLAN BUILDING A
M-A201	MECHANICAL VRF PIPING SCHEMATIC
M-A202	MECHANICAL VRF WIRING DIAGRAMS
M-A301	MECHANICAL DETAILS BUILDING A
M-A301	MECHANICAL PIPING SCHEMATIC & ENLARGED PLAN BUILDING A
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M-A401	MECHANICAL CONTROLS BUILDING A
M-A402	MECHANICAL CONTROLS BUILDING A
M-A403	MECHANICAL CONTROLS BUILDING A
M-A501	MECHANICAL DETAILS BUILDING A
M-A502	MECHANICAL DETAILS BUILDING A
M-BOO1	MECHANICAL SCHEDULE BUILDING B
M-BOO2	MECHANICAL SCHEDULE BUILDING B
M-B101	MECHANICAL FLOOR PLAN BUILDING B
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ES-101	OVERALL ELECTRICAL SITE PLAN
EL-A101	BUILDING A ELECTRICAL REFLECTED CEILING PLAN WEST
EL-A102	BUILDING A ELECTRICAL REFLECTED CEILING PLAN EAST
EL-A103	BUILDING A ELECTRICAL REFLECTED CEILING PLAN EAST - ALTERNATES
EL-B101	BUILDING B ELECTRICAL REFLECTED CEILING PLAN
EP-A101	BUILDING A ELECTRICAL FLOOR PLAN WEST - POWER
EP-A102	BUILDING A ELECTRICAL FLOOR PLAN EAST - POWER
EP-B101	BUILDING B ELECTRICAL FLOOR PLAN - POWER
EH-A101	BUILDING A ELECTRICAL FLOOR PLAN WEST - HVAC POWER
EH-A102	BUILDING A ELECTRICAL FLOOR PLAN EAST - HVAC POWER
EH-B101	BUILDING B HVAC POWER PLAN
EY-A101	BUILDING A ELECTRICAL FLOOR PLAN WEST - SPECIAL SYSTEMS
EY-A102	BUILDING A ELECTRICAL FLOOR PLAN EAST - SPECIAL SYSTEMS
EY-B101	BUILDING B ELECTRICAL FLOOR PLAN - SPECIAL SYSTEMS & FIRE ALARM
FA-A101	BUILDING A ELECTRICAL FLOOR PLAN WEST - FIRE ALARM
FA-A102	BUILDING A ELECTRICAL FLOOR PLAN EAST - FIRE ALARM
EP-A501	POWER RISER DIAGRAM BUILDING A
EP-A502	PANEL SCHEDULES BUILDING A
EP-A503	PANEL SCHEDULES BUILDING A
EP-B501	BUILDING B POWER RISER DIAGRAM PANEL SCHEDULES
E-601	ELECTRICAL DETAILS
E-602	ELECTRICAL DETAILS

ASSUMPTIONS AND CLARIFICATIONS

GENERAL

3/18/2016

- All budget lines are based upon 100% Construction Documents with Alternates 1-11 produced by NCA Architects and Planners Inc..
- All alternates are being treated as additive alternates for the selection of the owner above a beyond the construction of A Building minus the alternates, and the installation of the building B roof, windows, and doors with no interior renovations.
- Contractor at Risk Contingency is included for items that have not been 100% Construction Documents with Alternates 1-11

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identified as trade specific scope with the 100% Construction Documents with Alternates 1-11 set of documents and may require further clarification or coordination. The **Contractor at Risk Contingency** can be used at Jaynes' discretion to cover costs anticipated but not committed on the current documents. These costs may include "scope gaps", coordination issues between trades, missed scope during the subcontractor budgeting process and inefficiencies created by such items as missed coordination, mishaps, and etcetera. The **Contractor at Risk Contingency** does not account for design revisions, additional scope requests made by the owner or end user or architect. Any undefined scope of work that is not listed below may be considered as outside of the scope of work for this budget or excluded.

 Jaynes has assumed regular working hours and a schedule that is not currently accelerated with normal procurement lead times expected.

02 00 00 EXISTING CONDITIONS

- Demolition and removal of Existing Asphalt, Sidewalk, Valley Gutter.
- Interior and Exterior Demolition as noted on Demolition Sheets at Building A and Building B
- Structural Demolition as noted on Structural Demolition Sheets

03 00 00 CONCRETE

- Building and masonry rebar material supplied allowance as shown
- Rebar installation
- Standard cast in place formed spot and continuous foundations
- Standard grey concrete finish on interior slabs and exterior site concrete
- Precast Concrete Boncos as noted at entry

04 00 00 MASONRY

- Scope as defined by drawings at level of Early Package 002
- CMU walls are grouted solid as noted in Structural
- Color of CMU will be from standard colors of local supplier
- Bullnose finish as noted at detention areas
- Splitface CMU Block as noted per elevations
- Vertical Masonry Rebar and installation as required per structural Building A and B – Base Bid

05 00 00 METALS

Scope as defined by drawings at level of Early Package 002

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100% Construction Documents with Alternates 1-11 Jaynes Corporation © 2016 PAGE 10 of 16



Structural steel per AISC standards fabricated and detailed for items listed below

Columns

Beam framing

Tube framing

Ledger angles at roof areas

Bent plate at second floor with rebar or studs

Angle kickers

Beam bearing embeds

Beam to wall connections

Guardrails

Joist with bridging

Roof Decking

Steel erection

06 00 00 Woods, Plastics and Composites

- Building A Scope Only Base Bid
- Rough Carpentry budget place holder for quantity shown
- Plastic laminate casework
- Plastic laminate countertops
- Courtroom, Commission Chambers, and Hearing Room laminate millwork diewall fabrications including diewall millwork framing
- Millwork wall paneling at location per revised contract drawings
- Plastic laminate ceiling clouds with associated framing and all thread attachments
- Millwork courtroom and Security Area gates
- Hardwood base
- Hardwood stained wall caps
- Hardwood stained handrails and chair rails
- Quartz countertops and countertop supports

07 00 00 THERMAL AND MOISTURE PROTECTION

- 6" or 3 ½" Thermafiber "SAFB" in Interior wall partitions sound attenuation or fire blanket as indicated using glue pins to secure in place
- 60 mil TPO roofing with mechanically fastened 3" poly-iso system with 20 year
 N.D.L. warranty Building A
- 60 mil TPO roofing fully adhered 3" poly-iso system with 20 year N.D.L. warranty
 Building B Base Bid
- Roof flashing to walls, curbs or eaves to strict manufacturers 20 year warranty
- Roof hatch Building A
- Fire stopping as shown in partition schedule
- Joint sealants
- Tilt-up Panel Joint Sealants
- Building Perimeter Caulking Building A
- EIFS System as detailed Building A

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08 00 00 OPENINGS

- 5-ply grade 'A' clear finish birch wood doors with standard
- Standard hollow metal frames without STC ratings
- Finish hardware per hardware schedule at time of GMP document approval
- Overhead coiling doors Building A and Building B
- Aluminum storefront, curtain wall, and doors
- Glazing
- Restroom mirror glazing for quantity shown

09 00 00 FINISHES

- Exterior Framing Building A
- Interior framing Building A
- Gypsum wallboard –Building A
- Tape and Texture as indicated Building A
- Ceramic Tile as detailed
- Carpet Tile as detailed
- Exterior Building Sand Stone as detailed
- Wood Ceilings as detailed
- Acoustical Ceiling Tile as specified
- Typical interior and exterior paint application
- Concrete sealer as shown

10 00 00 SPECIALTIES

- \$20,000 LCD Monitor Allowance
- Aluminum dimensional lettering for counts and sizes noted
- Interior signage
- Corner Guards
- Toilet accessories
- Toilet Partitions
- Fire extinguisher cabinets and blanket shelves to be aluminum non-rated with 10lb ABC extinguishers
- Emergency Key Cabinets
- Three (3) Flag Poles

11 00 00 EQUIPMENT

- Detention Accessories
- Detention fasteners as required as holding cell areas

12 00 00 FURNISHINGS



Entrance Floor Mats and Frames

13 00 00 SPECIAL CONSTRUCTION

N/A

14 00 00 CONVEYING EQUIPMENT

N/A

21 00 00 FIRE SUPPRESSION

System to comply with NFPA 13, local codes and Fire Marshal involvement

22 00 00 - 23 00 00 MECHANICAL

- Provide detailed line items
- Ductwork as required
- Mechanical piping and plumbing work
- Duct & piping insulation
- Refrigeration pipe and insulation
- Hoisting of equipment and materials
- Diakin VRF System
- Controls
- Test and Balance
- Start-up of equipment
- Operations and maintenance training
- BIM coordination

26 00 00 - 28 00 00 ELECTRICAL

- Complete Power roughin and required cabling to meeting design
- Complete Data roughin only
- Lighting per revised lighting substitution package
- Fire Alarm
- Data Horizontal
- Installation per NEC and local codes

31 00 00 EARTHWORK

Base bid site improvements package

32 00 00 EXTERIOR IMPROVEMENTS

■ Complete site fencing package as depicted in documents 100% Construction Documents with Alternates 1-11 Jaynes Corporation © 2016 PAGE 13 of 16



- Landscaping as depicted in documents
- Associated site power as depicted in alternates
- Base bid site improvements package

33 00 00 UTILITIES

- Scope defined as depicted in EWP-002 Scope
- Site water line tap and routing into building
- Site fire line
- Gas Line modifications into building
- Sanitary Sewer Modifications
 - END OF ASSUMPTIONS AND CLARIFICATIONS

ALLOWANCES

ALLOWANCE ITEMS

- \$20,000 LCD Monitors
- \$30,000 Testing Allowance

- END OF ALLOWANCES



ALTERNATES

Base Bid - \$11,501,808 w/ NMGRT

Alternate 001 - Additive: Parking Lot Striping - \$11,345 w/ NMGRT

Alternate 002 - Additive: Landscape Swale at Site Entrance - \$30,352 w/ NMGRT

Alternate 003 - Additive: North East Parking Lot - \$53,959 w/ NMGRT

Alternate 004 - Additive: Micro Surfacing at South Parking Lot - \$68,270 w/ NMGRT

Alternate 005 - Additive: Building B - \$512,495 w/ NMGRT

Alternate 006 - Additive: Site Fencing at Secure Parking - \$176,827 w/ NMGRT

Alternate 007 - Additive: Landscaping - \$73,939 w/ NMGRT

Alternate 008 - Additive: Warm Shell Space B160 - \$50,814 w/NMGRT

Alternate 009 - Additive: Acoustic Cloud/ Lighting Soffit System - \$81,012 w/ NMGRT

Alternate 010 - Additive: Tiled Wainscot - \$33,843 w/ NMGRT

Alternate 011 - Additive: Concrete Floor Finish - \$24,850 w/ NMGRT

- END OF COST REDUCTIONS

EXCLUSIONS

EXCLUSION ITEMS

- Galvanizing of steel material
- Dry-pipe sprinkler system
- Audio Visual equipment or cabling
- Wire trellis system as a landscaping element for building courtyard
- Non standard color selections or specialty colors for materials
- Engineering and/or engineering fees
- Electronic architectural drawing or CAD fees
- Any additional work shown on drawings or specifications that are not listed above in the assumptions and Clarifications section
- NMGRT
- Asbestos Abetment
- Temp electricity power consumption costs
- Expansion fees Utility, or Building
- Commissioning
- Color Concrete
- Additional Repair to existing structure
- Countertop Hardwood Edging
- Wood Entry Doors and Frames
- Wood Window Frames
- Wood Window Sills
- Water Softener System
- Vapor Barriers

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100% Construction Documents with Alternates 1-11
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- Specialty Aluminum Framing Color
- Custom Aluminum Color
- EIFS Dust Control
- Level 5 Finish
- Anti-Static Carpet
- Door hardware not scheduled or shown
- Furnishing of metal lockers
- Corner Guards
- Residential appliances including refrigerator, dishwasher, microwave, etc.
- Furnishing of offices
- Open office cubicles/chairs
- All Design fees
- Dry fire suppression protection system
- Bird netting or pest management and/or deterrent measures
- Building Expansion Joints
- Exterior/interior Expansion Joints
- Sunshades or Canopy Shades
- Wood frames
- Facility Keying
- Thermal or Heavy Wall Doors
- Fire rated aluminum frames
- Column covers
- Tyvek
- Resin Panels
- Custom Aluminum color selections
- Translucent Wall Panels
- Water Testing of aluminum systems
- Elevator
- Data Network equipment, and Racks
- Cable and equipment for CCTV. (Rough-in only)
- Cable and equipment for security system. (Rough-in only)
- Grounding counterpoise around building.
- Lightning protection
- Main building transformer by Continental Divide Electric Co-Op. Secondary terminations by McDade Woodcock Inc..
- Existing Utility Repair at point of connections

- END OF EXCLUSIONS -

Cibola Cou	unty Administration Building GMP Schedule	Page	e 1 of 8				Project Date: 16-Mar-16
ctivity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Activity % Complete	
						Complete	
Cibola C	County Administration Building	207	187	15-Feb-16 A	07-Dec-16		▼ 07-Dec-16, Cibola County Administration
Pre-Con	struction	32	32	15-Mar-16	28-Apr-16	i i	▼ 28-Apr-16, Pre-Construction
A2470	Submit GMP For County Approval	0	0	15-Mar-16*		0%	0% ♦ Submit GMP For County Approval
A6200	County Commission Workshop For GMP Approval	0	0	17-Mar-16*		0%	0%
A6090	County Commission Meeting For GMP Approval	0	0	23-Mar-16*		0%	0%
A2490	Issue Contracts	0	0	24-Mar-16		0%	0%
A2280	FF&E Selection	0	0		31-Mar-16*	0%	0%
A2930	Issue Contracts To Subcontractors & Suppliers	10	10	07-Apr-16	20-Apr-16	0%	0% Issue Contracts To Subcontractors & Suppliers
A2380	Submit Permit Set To Fire Marshal	0	0	28-Apr-16		0%	0% Submit Permit Set To Fire Marshal
BIMS CO	OORDINATION STAGE	69	69	23-Mar-16	28-Jun-16		▼ 28-Jun-16, BIMS COORDINATION STAGE
A3810	BIMS Coordination Area C	0	0	23-Mar-16		0%	0% BIMS Coordination Area C
A3820	Bims Coordination Area B	0		01-Apr-16*		0%	550 A 50 5 5 5 5 6 7 5 5 5 6 7 5 5 5 6 7 5 5 5 6 7 5 5 5 6 7 5 5 5 6 7 5 5 6 7
A3830	BIMS Coordination Area A	0	0	08-Apr-16*		0%	0% BIMS Coordination Area A
A5260	BIMS Coordination Building B	1		28-Jun-16*	28-Jun-16	0%	
	TAL STAGE	94		15-Feb-16 A	27-Jun-16		₹ 27-Jun-16, SUBMITTAL STAGE
	CTOR FOUNDATION & STRUCTURAL SUBMITTALS	22		15-Feb-16 A	16-Mar-16		16-Mar-16, CONTRACTOR FOUNDATION & STRUCTURAL SUBMITTALS
A5660	Masonry Door Jamb Submittals	5		15-Feb-16 A	16-Mar-16	60%	The contract of the contract o
A5580	Building B Roofing Submittals	2		15-Mar-16	16-Mar-16	0%	
	CTOR SUBMITTALS	27		24-Mar-16	29-Apr-16	0 /0	29-Apr-16, CONTRACTOR SUBMITTALS
A3010	Submit Framing & Drywall	10		24-Mar-16	06-Apr-16	0%	- · · · · · · · · · · · · · · · · · · ·
A3070	Submit Special System Shop Drawings	10		24-Mar-16	06-Apr-16	0%	
A3090	Submit Casework Shop Drawings	10		24-Mar-16	06-Apr-16	0%	
A3120	Submit Bath Accessories	10		24-Mar-16	06-Apr-16	0%	
A3140	Submit Bath Partitions	10		24-Mar-16	06-Apr-16	0%	
A3230	Submit Plumbing Fixtures	10		24-Mar-16	06-Apr-16	0%	
A3240	Submit Light Fixtures	10	1000	24-Mar-16	06-Apr-16	0%	· ·
A3270	Ceiling Grid & Acoustic Tile Submittals	10		24-Mar-16	06-Apr-16	0%	
A3280	Ceramic Tile Submittals	10		24-Mar-16	06-Apr-16	0%	
A3320	EFIS Submittals	10		24-Mar-16	06-Apr-16	0%	
A3670	Submit Metal Soffit Panels	10	30.000	24-Mar-16	06-Apr-16	0%	
A3700	Flooring Submittals	10	80.40	24-Mar-16	06-Apr-16	0%	2000-09 200
A3050	Submit Fire Protection Shop Drawings	10	0225	14-Apr-16	27-Apr-16	0%	
A6080	Special Systems Submittal	10		18-Apr-16	29-Apr-16	0%	According to the second
ARCHITE	The Harmonian control of the Control	52		03-Mar-16 A	13-May-16	0,0	13-May-16, AR CHITECT / ENGINEER SUBMITTAL REVIEW STAGE
A5960	Submit Steel Shop Drawings	10		03-Mar-16 A	28-Mar-16	0%	
A5980	Building B Roofing Submittals	5		17-Mar-16	23-Mar-16	0%	
A6020	Masonry Door Jamb Submittals	10		17-Mar-16	30-Mar-16	0%	
A6070	Special Systems Submittal	10		02-May-16	13-May-16	0%	
	& LONG LEAD PROCUREMENT SUBMITTALS	27		24-Mar-16	29-Apr-16	0.70	29-Apr-16, CRITICAL & LONG LEAD PROCUREMENT SUBMITTALS
A2970	Submit Hardware & HM Jambs	10		24-Mar-16	06-Apr-16	0%	

Cibola Cour	nty Administration Building GMP Schedule	Page	2 of 8				Project				D	ate: 16-M	1ar-16					
Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Activity % Complete		М	JJ	A	S	0	N	D	J		М	
-							12201120	-			2011:	20012	2 3 0 1 2	2 2 0 1 1	200	1 2 2 0 1	1201	1 2 0 0 1
A3030	Submit Electrical Panels & Switchgear	10		24-Mar-16	06-Apr-16	0%			Panels & Switch	•								
A3210	Mechanical Equipment Submittals	10		24-Mar-16	06-Apr-16	0%			ment Submittals	3								
A3310	Exterior Stone Submittals	10	10	24-Mar-16	06-Apr-16	0%	Exterior	Stone S	ubmittals									
A3360	Detention Equipment Submittals	10	10	24-Mar-16	06-Apr-16	0%	Detenti	on Equipn	nent Submittals									
A3380	Storefront, Glazing & Curtian Wall Submittals	10	10	24-Mar-16	06-Apr-16	0%	Storefre	ont, Glazir	ng & Curtian Wa	II Submittals								
A3980	Fire Alarm Drawings & Submittals	10	10	24-Mar-16	06-Apr-16	0%	Fire Ala	ırm Drawi	ngs & Submittal:	5								
A4010	Variable Refrigerant Units Submittals	10	10	24-Mar-16	06-Apr-16	0%	Variable	e Refrigera	ant Units Submit	tals								
A5400	Raised Flooring Submittals	10	10	18-Apr-16	29-Apr-16	0%		Raised FI	ooring Submitta	s								
CRITICAL 8	LONG LEAD PROCUREMENT	40	40	07-Apr-16	02-Jun-16		· ·	•	7 02-Jun-16, CF	RITICAL & LO	ONG LEA	PROCL	JREMENT	Ī				
A3170	HVAC Submittals	10	10	07-Apr-16	20-Apr-16	0%	H\	AC Subm	ittals									
A2980	Order Hardware & HM Jambs	20	20	07-Apr-16	04-May-16	0%		Order H	lardware & HM	Jambs								
A3990	Order Fire Alarm Equipment	20	20	07-Apr-16	04-May-16	0%		Order F	ire Alarm Equip	ment								
A3220	Order Mechanical Equipment	30	30	07-Apr-16	18-May-16	0%		Ord	der Mechanical I	Equipment								
A3370	Order Detention Equipment	30	30	07-Apr-16	18-May-16	0%		Ord	der Detention Ed	quipment								
A3390	Order Storefronts & Glazing	30	30	07-Apr-16	18-May-16	0%		Ord	der Storefronts 8	& Glazing								
A4020	Order Variable Refrigent Units	30	30	07-Apr-16	18-May-16	0%		Ord	der Variable Ref	rigent Units								
A3040	Order Electrical Panels & Switchgear	30	30	21-Apr-16	02-Jun-16	0%		-	Order Electric	al Panels & S	witchgear							
PROCURE	MENT STAGE	78	74	07-Mar-16 A	27-Jun-16	-	_		▼ 27-Ju	n-16, PROC	UREMEN	T STAGE						
A5880	Order Utility Materials	10	9	14-Mar-16 A	25-Mar-16	10%	Order Utility	y Materials	5									
A3180	Order HVAC Materials	5	5	07-Apr-16	13-Apr-16	0%	■ Orde	r HVAC M	1aterials									
A3020	Order Framing & Drywall Materials	10	10	07-Apr-16	20-Apr-16	0%	Or Or	der Frami	ing & Drywall Ma	aterials								
A3260	Order Ceiling Grid and Tile	15		07-Apr-16	27-Apr-16	0%			ling Grid and Til									
A3710	Order Flooring Materials	20	20	07-Apr-16	04-May-16	0%		Order F	looring Material	S								
A2940	Order Plumbing Fixtures	30	30	07-Apr-16	18-May-16	0%		Ord	der Plumbing Fix	dures								
A3130	Order Bath Partions	30		07-Apr-16	18-May-16	0%		Ord	der Bath Partion	S								
A3250	Order Light Fixtures	30		07-Apr-16	18-May-16	0%			der Light Fixture									
A3290	Order Ceramic Tile	30		07-Apr-16	18-May-16	0%			der Ceramic Tile									
A3330	Order EFIS Materials	10		21-Apr-16	04-May-16	0%			FIS Materials									
A3350	Order Masonry Materials	10		21-Apr-16	04-May-16	0%			Masonry Materia	s								
A3940	Order Electrical Floor Boxes	10		21-Apr-16	04-May-16	0%			lectrical Floor B									
A5670	Order HM Jambs	15		21-Apr-16	11-May-16	0%			r HM Jambs									
A3100	Order Casework	20		21-Apr-16	18-May-16	0%			der Casework									
A3110	Order Bath Accessories	20		21-Apr-16	18-May-16	0%			der Bath Access	ories								
A3300	Order Exterior Tile	20		21-Apr-16	18-May-16	0%			der Exterior Tile									
A3680	Order Metal Soffit Panels	20		21-Apr-16	18-May-16	0%			der Metal Soffit F	Panels								
A3060	Order Fire Protection Materials	10		28-Apr-16	11-May-16	0%			r Fire Protection									
A5410	Order Rised Flooring	20		02-May-16	27-May-16	0%			Order Rised Flo									
A3080	Order Special System Equipment	30		16-May-16	27-Way-10 27-Jun-16	0%			Order Rised Fic		em Fauin	ment						
	ON & STRUCTURAL PROCUREMENT	39		07-Mar-16 A		078			16, FOUNDATI				EMENIT					
A3190	Order Steel Plates For Window Openings	5	10.00	07-Mar-16 A	16-Mar-16	60%	Order Steel Pl	,			O I OIVAL I	NOCOK	LIVILIN I					
A5680	Order Masonry Materials	10		15-Mar-16 A	28-Mar-16	0%	Order Ma			<i>,</i> -								
A5590	Order Roofing Materials Building B	15		24-Mar-16	13-Apr-16	0%			Materials Buildir	na B								

AND THE PERSON ASSESSMENT OF THE PERSON ASSESSMENT	ty Administration Building GMP Schedule	Page 3 of 8					Project Date: 16-Mar-16
tivity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Activity % Complete	M A M J J A S O N D J F M A N 122011220112201122001230122011220112201
A2690	Order Structural Steel & Joists	25	25	29-Mar-16	02-May-16	0%	Order Structural Steel & Joists
A5690	Order Masonry Jambs	20	20	31-Mar-16	27-Apr-16	0%	Order Masonry Jambs
CONSTRU	ICTION STAGE	190	187	07-Mar-16 A	07-Dec-16		▼ 07-Dec-16, CONSTRUCTION STAGE
	ON & STRUCTAL ACTIVITIES	63	60	07-Mar-16 A	07-Jun-16		▼ 07-Jun-16, FOUNDATION & STRUCTAL ACTIVITIES
A3440	Underground Plumbing R.I. Area B	15	8	07-Mar-16 A	24-Mar-16	46.67%	Underground Plumbing R.I. Area B
A6130	Demo Concrete Panels North End	5	5	14-Mar-16 A	21-Mar-16	0%	Demo Concrete Panels North End
A3910	Sawcut & Remove Concrete for UG Electrical	5	5	15-Mar-16	21-Mar-16	0%	■ Sawcut & Remove Concrete for UG Electrical
A6170	Install Roof Decking North Side	10	10	15-Mar-16 A	28-Mar-16	0%	Install Roof Decking North Side
A3740	Install Steel Plates at Window Openings	7	7	17-Mar-16	25-Mar-16	0%	☐ Install Steel Plates at Window Openings
A3920	UG Electrical R.I. Area C	5	5	22-Mar-16	28-Mar-16	0%	☐ UG Electrical R.I. Area C
A6210	Exterior Footings North End	5	5	22-Mar-16	28-Mar-16	0%	☐ Exterior Footings North End
A5550	Underground Electrical Area B	5	5	24-Mar-16	30-Mar-16	0%	Underground Electrical Area B
A3430	Underground Plumbing R.I. Area C	10		25-Mar-16	07-Apr-16	0%	Underground Plumbing R.I. Area C
A5920	Prep & Pour Holding Cell & Restroom Slabs Area B	5		29-Mar-16	04-Apr-16	0%	□ Prep & Pour Holding Cell & Restroom Slabs Area B
A6160	Demo Joists South End Area B	5	~~	29-Mar-16	04-Apr-16	0%	■ Demo Joists South End Area B
A3420	Underground Plumbing R.I. Area D	10		08-Apr-16	21-Apr-16	0%	Underground Plumbing R.I. Area D
A3450	Underground Plumbing R.I. Area A	5		22-Apr-16	28-Apr-16	0%	☐ Underground Plumbing R.I. Area A
A5650	Install Jambs Mas Walls Area B	5		28-Apr-16	04-May-16	0%	■ Install Jambs Mas Walls Area B
	Notice and the second s	0			04-Way-16		
A6040	Start Masonry			02-May-16*	07.1440	0%	◆ Start Masonry
A5630	Masonry Walls Area B	20		02-May-16	27-May-16	0%	Masonry Walls Area B
A6050	Start Steel Erection	0		03-May-16*		0%	♦ Start Steel Erection
A3480	Erect Steel Columns, Beams & Joists	15		03-May-16	23-May-16	0%	Erect Steel Columns, Beams & Joists
A4050	Install Roof Decking Area C South Side	10		24-May-16	07-Jun-16	0%	Install Roof Decking Area C South Side
SITEWORK		66		28-Mar-16	28-Jun-16		28-Jun-16, SITEWORK
A2520	Site Utilities	10		28-Mar-16	08-Apr-16	0%	Site Utilities
A2510	Site Demo	5		14-Apr-16	20-Apr-16	0%	☐ Site Demo
A2530	Site Concrete	15	15	08-Jun-16	28-Jun-16	0%	Site Concrete
A3340	Landscape (Latest Start Date)	0	0	27-Jun-16*		0%	◆ Landscape (Latest Start Date)
A5730	Alternate 1 Striping (Latest Start Date)	0	0	27-Jun-16*		0%	◆ Alternate 1 Striping (Latest Start Date)
A5740	Alternate 2 Landscape Swale (Latest Start Date)	0	0	27-Jun-16*		0%	◆ Alternate 2 Landscape Swale (Latest Start Date)
A5750	Alternate 3 (Latest Start Date)	0	0	27-Jun-16*		0%	◆ Alternate 3 (Latest Start Date)
A5760	Alternate 4 Resurface Existing Asphalt (Latest Start Date)	0	0	27-Jun-16*		0%	◆ Alternate 4 Resurface Existing Asphalt (Latest Start Date)
Area D (A	ITORNEY)	125	125	15-Mar-16	08-Sep-16		▼ 08-Sep-16, Area D (ATTORNEY)
A3510	Overhead HVAC R.I. Area D	15	15	15-Mar-16	04-Apr-16	0%	Overhead HVAC R.I. Area D
A3490	Install H.M. Jambs	10	10	22-Mar-16	04-Apr-16	0%	Install H.M. Jambs
A3690	Sawcut Window Openings in Concrete Panels	15	15	22-Mar-16	11-Apr-16	0%	Sawcut Window Openings in Concrete Panels
A3720	Overhead Electrical R.I.	15	15	05-Apr-16	25-Apr-16	0%	Overhead Electrical R.I.
A3500	Frame Interior Walls	20		05-Apr-16	02-May-16	0%	Frame Interior Walls
A3730	Overhead Plumbing R.I.	15		26-Apr-16	16-May-16	0%	Overhead Plumbing R.I.
A3590	Frame Restroom Ceilings	5		03-May-16	09-May-16	0%	Frame Restroom Ceilings
A3530	Electrical Wall R.I.	10		03-May-16	16-May-16	0%	Electrical Wall R.I.

Cibola County	Administration Building GMP Schedule	Pag	e 4 of 8				Project Date: 16-Mar-16
Activity ID	Activity Name	Original		Start	Finish		M A M J J A S O N D J F M A
		Duration	Duration			Complete	122011120012201122011201123011230122011200123012201112001230
A3560	Plumbing Wall R.I.	10	10	03-May-	16 16-May-16	0%	Plumbing Wall R.I.
A3600	R.I Restroom Ceilings	5	5	10-May-	16 16-May-16	0%	R.I Restroom Ceilings
A3520	Overhead F.P. R.I.	10	10	12-May-	16 25-May-16	0%	Overhead F.P. R.I.
A3610	Sheetrock Tape Bed & Texture Ceilings in Restrooms	7	7	17-May-	16 25-May-16	0%	■ Sheetrock Tape Bed & Texture Ceilings in Restrooms
A3540	Insulate Walls	10	10	17-May-	16 31-May-16	0%	Insulate Walls
A3860	Overhead Plumbing R.I.	15	15	17-May-	16 07-Jun-16	0%	Overhead Plumbing R.I.
A4040	Install Variable Refrigeratiant Units Area D	10	10	19-May-	16 02-Jun-16	0%	Install Variable Refrigeratiant Units Area D
A3620	Paint Restroom Ceilings	5	5	26-May-	16 02-Jun-16	0%	☐ Paint Restroom Ceilings
A3550	Sheetrock Tape Bed & Texture Walls	15	15	01-Jun-1	16 21-Jun-16	0%	Sheetrock Tape Bed & Texture Walls
A3790	Install Electrical Panels	1	1	03-Jun-1	16 03-Jun-16	0%	I Install Electrical Panels
A3570	Install Ceramic Tile in Restrooms	10	10	03-Jun-1	16 16-Jun-16	0%	Install Ceramic Tile in Restrooms
A3890	Install Cable Tray	10	10	08-Jun-1	16 21-Jun-16	0%	Install Cable Tray
A3630	Install Plumbing Fixtures in Restrooms	1	1	17-Jun-1	16 17-Jun-16	0%	Install Plumbing Fixtures in Restrooms
A3750	Plumbing Trim Out	10	10	17-Jun-1	16 30-Jun-16	0%	Plumbing Trim Out
A3640	Install Bath Partions & Accessories	10	10	20-Jun-1	16 01-Jul-16	0%	Install Bath Partions & Accessories
A3580	Paint Interior Walls	10	10	22-Jun-1	16 06-Jul-16	0%	Paint Interior Walls
A3900	Install OH Data Cables	10	10	22-Jun-1	16 06-Jul-16	0%	Install OH Data Cables
A3760	Install Ceiling Grid Area D	10	10	07-Jul-16	6 20-Jul-16	0%	Install Ceiling Grid Area D
A3780	Electrical Trim out	10	10	07-Jul-16	6 20-Jul-16	0%	Electrical Trim out
A4030	Install Interior Storefronts	10	10	07-Jul-16	6 20-Jul-16	0%	Install Interior Storefronts
A3960	Install Casework Area D	5	5	21-Jul-16	6 27-Jul-16	0%	■ Install Casework Area D
A3770	Install Light Fixtures	10	10	21-Jul-16	6 03-Aug-16	0%	Install Light Fixtures
A4000	Special System & F.A. Trimout	10	10	21-Jul-16	6 03-Aug-16	0%	Special System & F.A. Trimout
A5390	HVAC Trim Out Area D	10	10	21-Jul-16	6 03-Aug-16	0%	HVAC Trim Out Area D
A5340	Install Flooring Area D	10	10	28-Jul-16	6 10-Aug-16	0%	Install Flooring Area D
A5500	Install Owner FFE Area A	15	15	11-Aug-	16 31-Aug-16	0%	Install Owner FFE Area A
A5450	Final Clean Area D	5	5	01-Sep-	16 08-Sep-16	0%	Final Clean Area D
AREA C (CO	UNTY MGR.TREASURE ASSESSOR)	100	100	14-Apr-1	16 02-Sep-16		▼ 02-Sep-16, AREA C (COUNTY MGR.TREASURE ASSESSOR)
A4100	Overhead HVAC R.I. Area C	20	20	14-Apr-1	16 11-May-16	0%	Overhead HVAC R.I. Area C
A4110	Layout Walls & Install H.M. Jambs	10	10	21-Apr-1	16 04-May-16	0%	Layout Walls & Install H.M. Jambs
A4120	Overhead F.P. R.I.	10	10	28-Apr-1	16 11-May-16	0%	Overhead F.P. R.I.
A4130	Frame Interior Walls & Soffits	15	15	28-Apr-1	16 18-May-16	0%	Frame Interior Walls & Soffits
A4160	Frame Restroom Ceilings	5	5	03-May-	16 09-May-16	0%	☐ Frame Restroom Ceilings
A4170	Electrical Wall R.I.	10	10	05-May-	16 18-May-16	0%	Electrical Wall R.I.
A4180	Plumbing Wall R.I.	10	10	05-May-	16 18-May-16	0%	Plumbing Wall R.I.
A4210	Install Electrical Panels	5	5	09-May-	16 13-May-16	0%	☐ Install Electrical Panels
A4200	R.I Restroom Ceilings	5	5	10-May-	16 16-May-16	0%	R.I Restroom Ceilings
A4150	Overhead Electrical R.I.	15	15	12-May-	16 02-Jun-16	0%	Overhead Electrical R.I.
A4230	Insulate Walls	10	10	19-May-	16 02-Jun-16	0%	Insulate Walls
A4190	Overhead Plumbing R.I.	15	15	19-May-	16 09-Jun-16	0%	Overhead Plumbing R.I.
A4060	Exterior Framing & Sheathing at Entrance	10	10	24-May-	16 07-Jun-16	0%	Exterior Framing & Sheathing at Entrance
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Cibola Count	y Administration Building GMP Schedule	Page	e 5 of 8				Project Date: 16-Mar-16
Activity ID	Activity Name	Original		Start	Finish		
		Duration	Duration			Complete	$ ^{\mathrm{te}}) 1 2 2 0 1 1 2 0 0 1 2 2 0 1 1 2 0 1 1 2 3 0 1 1 2 0 0 1 2 3 0 1 $
A4240	Overhead HWR & HWS R.I.	15	15	26-May-	-16 16-Jun-16	0%	% Overhead HWR & HWS R.I.
A4280	Install Cable Tray	10	10	03-Jun-	16 16-Jun-16	0%	Install Cable Tray
A4140	Install Variable Refrigerant Units Area C	10	10	03-Jun-	16 16-Jun-16	0%	Install Variable Refrigerant Units Area C
A4260	Sheetrock Tape Bed & Texture Walls	15	15	03-Jun-	16 23-Jun-16	0%	% Sheetrock Tape Bed & Texture Walls
A4070	Install Metal Cladding at entrance	10	10	08-Jun-	16 21-Jun-16	0%	Install Metal Cladding at entrance
A5470	Exterior Tile at Entrance	15	15	08-Jun-	16 28-Jun-16	0%	Exterior Tile at Entrance
A4320	Paint Interior Walls	10	10	10-Jun-	16 23-Jun-16	0%	Paint Interior Walls
A4340	Electrical Trim out	10	10	17-Jun-	16 30-Jun-16	0%	% Electrical Trim out
A4350	Install Interior Storefronts	10	10	17-Jun-	16 30-Jun-16	0%	Install Interior Storefronts
A4080	Install EFFIS at entrance	10	10	22-Jun-	16 06-Jul-16	0%	Install EFFIS at entrance
A4330	Install OH Data Cables	10	10	24-Jun-	16 08-Jul-16	0%	Install OH Data Cables
A4370	Special System & F.A. Trimout	10	10	24-Jun-	16 08-Jul-16	0%	Special System & F.A. Trimout
A4220	Sheetrock Tape Bed & Texture Ceilings in Restrooms	7	7	29-Jun-	16 08-Jul-16	0%	% Sheetrock Tape Bed & Texture Ceilings in Restrooms
A4360	Install Ceiling Grid Area C	10	10	01-Jul-1	16 15-Jul-16	0%	7/2 Install Ceiling Grid Area C
A4090	Install Curtainwall At Entrance	10	10	07-Jul-1	16 20-Jul-16	0%	% Install Curtainwall At Entrance
A4250	Paint Restroom Ceilings	5	5	11-Jul-1	6 15-Jul-16	0%	7/8 Paint Restroom Ceilings
A4380	Install Light Fixtures	10	10	11-Jul-1	6 22-Jul-16	0%	7 Install Light Fixtures
A5700	Install Casework Area C	10	10	11-Jul-1	6 22-Jul-16	0%	Install Casework Area C
A4270	Install Ceramic Tile in Restrooms	10	10	14-Jul-1	l6 27-Jul-16	0%	Install Ceramic Tile in Restrooms
A6180	Install Raised Flooring Area C (Commission Chambers)	5	5	18-Jul-1	l6 22-Jul-16	0%	Install Raised Flooring Area C (Commission Chambers)
A4290	Install Plumbing Fixtures in Restrooms	5	5	21-Jul-1	l6 27-Jul-16	0%	Install Plumbing Fixtures in Restrooms
A4300	Plumbing Trim Out	10	10	21-Jul-1	16 03-Aug-16	0%	% Plumbing Trim Out
A5330	Install Flooring Area C	5	5	25-Jul-1	l6 29-Jul-16	0%	√ Install Flooring Area C
A4310	Install Bath Partions & Accessories	10	10	28-Jul-1	16 10-Aug-16	0%	% Install Bath Partions & Accessories
A5510	Install Owner FFE Area C	15	15	01-Aug-	-16 19-Aug-16	0%	Install Owner FFE Area C
A5460	Final Clean Area C	10	10	22-Aug-	-16 02-Sep-16	0%	% Final Clean Area C
AREA B (CO	OURTS)	130	130	12-May-	-16 14-Nov-16		▼ 14-Nov-16, AREA B (COURTS)
A4390	Overhead HVAC R.I. Area B	25	25	12-May-	-16 16-Jun-16	0%	% Overhead HVAC R.I. Area B
A4400	Layout Walls & Install H.M. Jambs	10	10	19-May-	-16 02-Jun-16	0%	% Layout Walls & Install H.M. Jambs
A4430	Install Variable Refrigerant Units	10	10	19-May-	-16 02-Jun-16	0%	Install Variable Refrigerant Units
A4440	Overhead Electrical R.I.	15	15	19-May-	-16 09-Jun-16	0%	% Overhead Electrical R.I.
A4410	Overhead F.P. R.I.	10	10	26-May-	-16 09-Jun-16	0%	% Overhead F.P. R.I.
A4420	Frame Interior Walls & Soffits	15	15	03-Jun-	16 23-Jun-16	0%	Frame Interior Walls & Soffts
A4450	Frame Restroom Ceilings	5	5	10-Jun-	16 16-Jun-16	0%	76 Frame Restroom Ceilings
A4500	Install Electrical Panels	5	5	10-Jun-	16 16-Jun-16	0%	Install Electrical Panels
A4470	Plumbing Wall R.I.	10	10	10-Jun-	16 23-Jun-16	0%	Plumbing Wall R.I.
A4480	Overhead Plumbing R.I.	15	15	10-Jun-	16 30-Jun-16	0%	Overhead Plumbing R.I.
A4490	R.I Restroom Ceilings	5	5	17-Jun-	16 23-Jun-16	0%	R.I Restroom Ceilings
A5420	Install Raised Flooring	5	5	17-Jun-	16 23-Jun-16	0%	Install Raised Flooring
A4460	Electrical Wall R.I.	10	10	17-Jun-	16 30-Jun-16	0%	Electrical Wall R.I.
A4520	Insulate Walls	10	10	01-Jul-1	l6 15-Jul-16	0%	// Insulate Walls

Cibola Coun	ity Administration Building GMP Schedule	Page	e 6 of 8				Project Date: 16-Mar-16
Activity ID	Activity Name		Remaining	Start	Finish	Activity %	
		Duration	Duration			Complete	
A4530	Overhead HWR & HWS R.I.	15	15	01-Jul-1	l6 22-Jul-16	0%	Overhead HWR & HWS R.I.
A4510	Sheetrock Tape Bed & Texture Ceilings in Restrooms	7	7	07-Jul-1	16 15-Jul-16	0%	Sheetrock Tape Bed & Texture Ceilings in Restrooms
A4540	Paint Restroom Ceilings	5	5	18-Jul-1	l6 22-Jul-16	0%	Paint Restroom Ceilings
A4550	Sheetrock Tape Bed & Texture Walls	15	15	18-Jul-1	l6 05-Aug-16	0%	Sheetrock Tape Bed & Texture Walls
A4560	Install Ceramic Tile in Restrooms	10	10	25-Jul-1	l6 05-Aug-16	0%	Install Ceramic Tile in Restrooms
A4610	Paint Interior Walls	10	10	25-Jul-1	l6 05-Aug-16	0%	Paint Interior Walls
A4570	Install Cable Tray	10	10	25-Jul-1	16 05-Aug-16	0%	Install Cable Tray
A4580	Install Plumbing Fixtures in Restrooms	10	10	08-Aug-	-16 19-Aug-16	0%	Install Plumbing Fixtures in Restrooms
A4590	Plumbing Trim Out	10	10	08-Aug-	-16 19-Aug-16	0%	Plumbing Trim Out
A4630	Electrical Trim out	10	10	08-Aug-	-16 19-Aug-16	0%	Electrical Trim out
A4620	Install OH Data Cables	10	10	08-Aug-	-16 19-Aug-16	0%	Install OH Data Cables
A4640	Install Interior Storefronts	10	10	08-Aug-	-16 19-Aug-16	0%	Install Interior Storefronts
A4650	Install Ceiling Grid Area B	10	10	15-Aug-	-16 26-Aug-16	0%	Install Ceiling Grid Area B
A4660	Special System & F.A. Trimout	10	10	15-Aug-	-16 26-Aug-16	0%	Special System & F.A. Trimout
A4600	Install Bath Partions & Accessories	10	10	22-Aug-	-16 02-Sep-16	0%	Install Bath Partions & Accessories
A4670	Install Light Fixtures	10	10	22-Aug-	-16 02-Sep-16	0%	Install Light Fixtures
A5540	Frame Raised Flooring at Courtroom	10	10	29-Aug-	-16 12-Sep-16	0%	Frame Raised Flooring at Courtroom
A6190	Install Wood Veneer Clouds in Courtrooms	15	15	29-Aug-	-16 19-Sep-16	0%	Install Wood Veneer Clouds in Courtrooms
A5710	Install Casework Courtroom	20	20	29-Aug-	-16 26-Sep-16	0%	Install Casework Courtroom
A5350	HVAC Trimout Atea B	10	10	13-Sep-	-16 26-Sep-16	0%	HVAC Trimout Atea B
A5310	Install Flooring Area B	10	10	20-Sep-	-16 03-Oct-16	0%	Install Flooring Area B
A5520	Install Owner Furnishings Area B	20	20	04-Oct-	16 31-Oct-16	0%	Install Owner Furnishings Are a B
A5440	Final Clean Area B	10	10	01-Nov-	-16 14-Nov-16	0%	Final Clean Area B
AREA A (H	EARING OFFICER EVIDENCE ROOM)	103	103	19-May	-16 13-Oct-16		▼ 13-Oct-16, AREA A (HEARING OFFICER EVIDENCE ROO
A4680	Overhead HVAC R.I. Area A	15	15	19-May	-16 09-Jun-16	0%	Overhead HVAC R.I. Area A
A4690	Layout Walls & Install H.M. Jambs	15	15	26-May	-16 16-Jun-16	0%	Layout Walls & Install H.M. Jambs
A4700	Overhead F.P. R.I.	10	10	03-Jun-	16 16-Jun-16	0%	Overhead F.P. R.I.
A4720	Install WaterSource Heat Pumps	10	10	10-Jun-	16 23-Jun-16	0%	Install WaterSource Heat Pumps
A4730	Overhead Electrical R.I.	15	15	10-Jun-	16 30-Jun-16	0%	Overhead Electrical R.I.
A4710	Frame Interior Walls & Soffits	20	20	10-Jun-	16 08-Jul-16	0%	Frame Interior Walls & Soffits
A4770	Overhead Plumbing R.I.	15	15	01-Jul-1	l6 22-Jul-16	0%	Overhead Plumbing R.I.
A4790	Install Electrical Panels	1	1	11-Jul-1	6 11-Jul-16	0%	I Install Electrical Panels
A4740	Frame Restroom Ceilings	5	5	11-Jul-1	6 15-Jul-16	0%	☐ Frame Restroom Ceilings
A4750	Electrical Wall R.I.	10	10	11-Jul-1	6 22-Jul-16	0%	Electrical Wall R.I.
A4760	Plumbing Wall R.I.	10	10	11-Jul-1	6 22-Jul-16	0%	Plumbing Wall R.I.
A4780	R.I Restroom Ceilings	5	5	18-Jul-1	16 22-Jul-16	0%	R.I Restroom Ceilings
A4800	Sheetrock Tape Bed & Texture Ceilings in Restrooms	7	7	25-Jul-1	l6 02-Aug-16	0%	
A4810	Insulate Walls	10	10	25-Jul-1	l6 05-Aug-16	0%	
A4820	Overhead HWR & HWS R.I.	15	15	25-Jul-1		0%	
A4860	Install Cable Tray	10	10	01-Aug-		0%	Install Cable Tray
A4830	Paint Restroom Ceilings	5	5	03-Aug-		0%	

Cibola Coun	ty Administration Building GMP Schedule	Page	e 7 of 8				Project Date: 16-Mar-16
Activity ID	Activity Name		Remaining Duration	Start	Finish	Activity %	
		Duration	Duration			Complete	122011200122011220112011230122011220112
A4910	Install OH Data Cables	10		08-Aug-	-16 19-Aug-16	0%	Install OH Data Cables
A4840	Sheetrock Tape Bed & Texture Walls	15	15	08-Aug-	-16 26-Aug-16	0%	Sheetrock Tape Bed & Texture Walls
A4850	Install Ceramic Tile in Restrooms Area A	10	10	10-Aug-		0%	Install Ceramic Tile in Restrooms Area A
A4900	Paint Interior Walls	10	10	15-Aug-	-16 26-Aug-16	0%	Paint Interior Walls
A4870	Install Plumbing Fixtures in Restrooms	5	5	24-Aug-		0%	Install Plumbing Fixtures in Restrooms
A4880	Plumbing Trim Out	10	10	24-Aug-	-16 07-Sep-16	0%	Plumbing Trim Out
A4940	Install Ceiling Grid Area A	10	10	29-Aug-	-16 12-Sep-16	0%	Install Ceiling Grid Area A
A4930	Install Interior Storefronts	10	10	29-Aug-	-16 12-Sep-16	0%	Install Interior Storefronts
A4890	Install Bath Partions & Accessories	10	10	31-Aug-	-16 14-Sep-16	0%	Install Bath Partions & Accessories
A5370	HVAC Trim Out Area A	5	5	06-Sep-	-16 12-Sep-16	0%	HVAC Trim Out Area A
A4960	Install Light Fixtures Area A	10	10	06-Sep-	-16 19-Sep-16	0%	Install Light Fixtures Area A
A4920	Electrical Trim out Area A	10	10	06-Sep-	-16 19-Sep-16	0%	Electrical Trim out Area A
A4950	Special System & F.A. Trimout	10	10	06-Sep-	-16 19-Sep-16	0%	Special System & F.A. Trimout
A5320	Install Flooring Area A	10	10	09-Sep-	-16 22-Sep-16	0%	Install Flooring Area A
A5720	Install Casework Area A	10		13-Sep-	-16 26-Sep-16	0%	Install Casework Area A
A5530	Install Owner Furnishings Area A	5	5	23-Sep-	-16 29-Sep-16	0%	Install Owner Furnishings Area A
A5430	Final Clean Area A	10	10	30-Sep-	-16 13-Oct-16	0%	Final Clean Area A
BUILDING E	3	98	98	03-Jun-	16 20-Oct-16		▼ 20-Oct-16, BUILDING B
A4970	Overhead HVAC R.I. Building B	10	10	03-Jun-	16 16-Jun-16	0%	Overhead HVAC R.I. Building B
A4980	Layout Walls & Install H.M. Jambs	10	10	10-Jun-	16 23-Jun-16	0%	Layout Walls & Install H.M. Jambs
A5770	Building B (Latest Start Date)	0	0	13-Jun-	16*	0%	◆ Building B (Latest Start Date)
A3970	Sawcut & Remove Concrete for Electrical UG	5	5	13-Jun-	16 17-Jun-16	0%	□ Sawcut & Remove Concrete for Electrical UG
A4990	Overhead F.P. R.I.	10	10	17-Jun-	16 30-Jun-16	0%	Overhead F.P. R.I.
A5020	Overhead Electrical R.I.	10	10	17-Jun-	16 30-Jun-16	0%	Overhead Electrical R.I.
A5010	Install WaterSource Heat Pumps	10	10	17-Jun-	16 30-Jun-16	0%	Install WaterSource Heat Pumps
A5000	Frame Interior Walls	5	5	24-Jun-	16 30-Jun-16	0%	Frame Interior Walls
A5080	Install Electrical Panels	1	1	01-Jul-1	16 01-Jul-16	0%	Install Electrical Panels
A5030	Frame Restroom Ceilings	5	5	01-Jul-1	16 08-Jul-16	0%	☐ Frame Restroom Ceilings
A5040	Electrical Wall R.I.	10	10	01-Jul-1	16 15-Jul-16	0%	Electrical Wall R.I.
A5050	Plumbing Wall R.I.	10	10	01-Jul-1	16 15-Jul-16	0%	Plumbing Wall R.I.
A5060	Overhead Plumbing R.I.	15	15	01-Jul-1	16 22-Jul-16	0%	Overhead Plumbing R.I.
A5070	R.I Restroom Ceilings	5	5	11-Jul-1	6 15-Jul-16	0%	☐ R.I Restroom Ceilings
A5090	Sheetrock Tape Bed & Texture Ceilings in Restrooms	7	7	18-Jul-1	16 26-Jul-16	0%	Sheetrock Tape Bed & Texture Ceilings in Restrooms
A5100	Insulate Walls	10	10	18-Jul-1	16 29-Jul-16	0%	Insulate Walls
A5110	Overhead HWR & HWS R.I.	15	15	25-Jul-1	16 12-Aug-16	0%	Overhead HWR & HWS R.I.
A5120	Paint Restroom Ceilings	5	5	27-Jul-1	16 02-Aug-16	0%	☐ Paint Restroom Ceilings
A5130	Sheetrock Tape Bed & Texture Walls	15	15	01-Aug-	-16 19-Aug-16	0%	Sheetrock Tape Bed & Texture Walls
A5140	Install Ceramic Tile in Restrooms	10	10	03-Aug-	-16 16-Aug-16	0%	Install Ceramic Tile in Restrooms
A5850	Install RTU Building B	5	5	09-Aug-	-16 15-Aug-16	0%	☐ Install RTU Building B
A5150	Install Cable Tray	10	10	15-Aug-	-16 26-Aug-16	0%	Install Cable Tray
A5160	Install Plumbing Fixtures in Restrooms	5	5	17-Aug-	-16 23-Aug-16	0%	☐ Install Plumbing Fixtures in Restrooms

100% CD w.VE 3.4.2016 Date: March 18, 2016 March 18, 2016 **Cibola County Adiministration and Judicial Building** Project: **Project description:** enter here 12 **Duration:** Months Sq Feet **New Building Size** 0 **Remodel Building Size:** 68,000 Sq Feet Site Size: O Sa Feet **Published MACC:** \$ 10,828,000 Detail 68,000 ENTER 1 IN CELL FOR TOTAL DESCRIPTION NOTES DIVISION QUANTITY RATE 0 COST UNIT PRICING M GENERAL REQUIREMENTS \$126,943 01 **GENERAL CONDITIONS** \$126,943 01 00 00 01 00 00 **Specified General Conditions** \$0 Cost of Work General Conditions (non-specified) \$126,943 01 10 00 01 21 00 **General Conditions** 1.00 0.00 Is \$0 Cash Allowances 1.00 0.00 \$0 01 21 00 Is 01 41 00 Permits 1.00 Is 0.00 \$0 **Existing Building Conditions Verification** 01 45 00 1.00 Is 0.00 \$0 01 45 00 Mock-up Requirements 1.00 Is 0.00 \$0 01 45 00 **Testing and Inspection Services** 30.000.00 1.00 \$30,000 Is 01 52 19 **Temporary Toilet** 1.00 Is 0.00 \$0 01 51 00 Temporary Electricity 0.00 \$0 1.00 Is 01 51 00 Temporary Heating, and Cooling 1.00 Is 0.00 \$0 01 51 00 **Temporary Lighting** 1.00 15.388.00 \$15,388 **Temporary Structural Shoring** 01 51 00 1.00 Is 0.00 \$0 01 51 00 **Temporary Drinking Water** 1.00 0.00 \$0 01 51 13 **Final Utilities** 1.00 Is 0.00 \$0 01 51 30 **Barriers** 1.00 ls 0.00 \$0 01 52 00 Sanitary Facilities 1.00 Is 0.00 \$0 01 53 00 **Photographs** 1.00 982.00 \$982 01 53 50 Masonry Bracing 1.00 0.00 \$0 01 54 00 **Forklift** 1.00 0.00 \$0 01 5700 Snow Removal 1.00 0.00 \$0 01 56 00 **Fences** 1,000.00 0.00 \$0 01 5700 **SWPPP Erosion and Sediment Control** 1.00 Is 0.00 \$0 01 58 00 **Owner Project Signs** 1.00 Is 0.00 \$0 01 58 00 **Contractor Project Signs** 1.00 Is 0.00 \$0 OFCI Contractor Installed 01 64 00 0.00 \$0 1.00 Is 01 64 00 **OFOI Owner Install Contractor Unload** 1.00 0.00 \$0 Is 01 72 00 **Construction Layout** 0.00 \$0 1.00 Is 01 72 00 1.00 0.00 \$0 Surveying Is Final Cleaning 27,200.00 01 74 00 \$27,200 1.00 Is 52,873.00 01 74 00 **Progress Cleaning** 1.00 \$52.873 Is 01 74 00 **Dumpsters** 1.00 Is 0.00 \$0 01 77 00 Closeout Documents 1.00 Is 500.00 \$500 01 77 00 BluePrint/Printing 1.00 Is 0.00 \$0 01 80 00 Consumable/Expendable Tools 1.00 Is 0.00 \$0 02 **EXISTING CONDITIONS** \$2,951 DEMOLITION \$2,951 02 41 00 02 41 00 Demolition 1.00 2,951.00 \$2,951 In Site Clearing 02 41 13 Selective Site Demolition \$0 **Building "B" Roofing Demolition** 02 41 16 1.00 Is 0.00 \$0 02 41 19 Selective Demolition 1.00 Is 0.00 \$0 02 41 00 Placeholder \$0 **Facility Remediation** 02 00 00 \$0 CONCRETE \$22,125 03 31000 **CONCRETE FORMING AND ACCESSORIES** \$0 03 21 00 CONCRETE REINFORCEMENT \$22,125 03 30 00 **CAST-IN-PLACE CONCRETE** 03 30 00 Cast-in-Place Concrete \$22,125 03 31 00 **Building Foundation Concrete and Slab** 1.00 Is 0.00 \$0 03 31 00 Concrete Slab Sawcut and Demo 1.00 0.00 \$0 ea 03 31 00 Tilt-up Panel Removal In Concrete Slab Sawcut and Demo \$0 03 40 00 **Pre-Cast Concrete Bancos** 1.00 22,125.00 \$22,125 03 30 00 Placeholder \$0 MASONRY 04 \$0 05 METALS \$0 06 **WOODS and PLASTICS** \$447,742 **ROUGH CARPENTRY** \$27,179 06 10 00 06 10 00 **Rough Carpentry** \$27,179 15,179.00 06 10 00 Misc. Rough Carpentry 1.00 \$15,179 06 16 00 Wood Sheathing 1.00 Is 12,000.00 \$12,000 06 10 00 Placeholder \$0 06 40 00 ARCHITECTURAL WOODWORK \$418,063 06 41 00 **Architectural Wood Work** \$418,063 **Architectural Wood Casework** 1.00 463,114.00 \$463,114 06 41 00 Is 06 42 00 **Wood Paneling** In Casework \$0 Wood Railing \$0 06 43 16 In Casework

100% CD w.VE 3.4.2016 Date: March 18, 2016 March 18, 2016 **Cibola County Adiministration and Judicial Building** Project: **Project description:** enter here 12 **Duration:** Months Sq Feet **New Building Size** 0 **Remodel Building Size:** 68,000 Sq Feet Site Size: 0 Sa Feet **Published MACC:** \$ 10,828,000 Detail 68,000 ENTER 1 IN CELL FOR TOTAL NOTES DIVISION DESCRIPTION QUANTITY RATE 0 COST UNIT PRICING M Ornamental Wood Work 06 44 00 In Casework \$0 06 41 00 Placeholder \$0 06 60 00 **Plastic Fabrications** \$2,500 06 60 00 **Plastic Fabrications** \$2,500 06 64 00 Plastic Reinfored Paneling (FRP) 1.00 ls 2,500.00 \$2,500 06 41 00 Placeholder 07 THERMAL AND MOISTURE PROTECTION \$450,930 07 10 00 DAMPPROOFING AND WATERPROOFING THERMAL PROTECTION \$149.290 07 21 00 Thermal Protection 07 21 00 \$149,290 149,290,26 07 21 16 Blanket Insulation 1.00 Is \$149,290 07 21 00 Placeholder **EXTERIOR INSULATION AND FINISH SYSTEM** \$130,118 07 24 00 Exterior Insulation and Finish Systems (EIFS) 07 24 00 \$130,118 07 24 00 **EIFS** 1.00 Is 130,118.34 \$130,118 07 24 00 Placeholder 1.00 Is 0.00 \$0 07 25 00 **WEATHER BARRIERS** \$0 07 50 00 **MEMBRANE ROOFING** \$61,100 07 50 00 Membrane Roofing \$61,100 07 54 00 **TPO Roofing Main Work Package** 1.00 61,100.00 \$61,100 07 54 00 **TPO Roofing Building B** 1.00 ls 0.00 \$0 07 54 23 Placeholder \$0 07 60 00 **FLASHING AND SHEET METAL** 07 70 00 **ROOF SPECIALTIES AND ACCESSORIES** \$94,285 07 70 00 **Roof Specialties and Accessories** \$0 07 71 00 Roof Specialties (Roof Hatch) 1.00 0.00 \$0 07 72 00 Roof Accessories 1.00 Is \$0 0.00 07 72 00 Placeholder 07 84 00 Fire stopping \$94,285 Penetration Firestopping 07 84 13 94,285.08 1.00 \$94,285 07 84 00 Placeholder \$0 07 92 00 JOINT SEALERS \$16,136 07 92 00 **Joint Sealants** \$16,136 07 92 00 Joint Fillers & Sealants 1.00 Is 16,136,28 \$16,136 07 92 00 **Tilt-Up Panel Joint Sealants** 1.00 Is 0.00 \$0 07 92 00 Placeholder \$0 07 95 00 EXPANSION CONTROL 08 **DOORS and WINDOWS** \$601,855 08 10 00 **DOORS AND FRAMES** \$279,070 08 10 00 **Doors and Frames** \$279,070 08 11 00 Metal Doors and Frames Material 252,095.00 \$252,095 1.00 08 11 00 Install Hollow Metal Frames 1.00 Is 7.978.00 \$7.978 **Grout Hollow Metal Frames** 1.00 08 11 00 9.397.00 \$9.397 Is Wood Doors 08 14 00 In Metal Doors and Frames Material \$0 Finish Hardware 08 71 00 In Metal Doors and Frames Material \$0 Distribute & Layout of Frames 08 11 13 \$9,600 1.00 Is 9,600,00 Installation Doors & Hardware 08 11 13 In Metal Doors and Frames Material \$0 08 31 13 Access Doors and Frames 1.00 Is 0.00 \$0 08 10 00 Placeholder \$0 08 30 00 SPECIALTY DOORS \$26,003 08 33 00 Coiling Doors and Grilles \$26,003 08 33 23 Overhead Coiling Doors - Building A 1.00 Is 5,125.00 \$5,125 08 33 23 Overhead Coiling Doors - Building B 1.00 20.878.00 \$20,878 **ENTRANCES, STOREFRONT AND CURTAIN WALLS** 08 40 00 08 50 00 **WINDOWS** \$296,782 08 80 00 GLAZING 08 81 00 **Glass Glazing** \$296,782 08 81 00 295,680.00 Glass and Glazing 1.00 Is \$295,680 08 81 00 Placeholder 08 83 00 Mirrors \$0 08 88 00 Special Function Glazing \$0 09 **FINISHES** \$1,772,072 PLASTER AND GYPSUM BOARD 09 20 00 \$900.525 Plaster aNd Gypsum Board Assemblies 09 21 00 \$900.525 09 21 16 **Gypsum Board Assemblies** 1.00 Is 900.525.36 \$900,525 09 21 16 Early Work Package Parapets 1.00 Is 0.00 \$0 09 21 16 **Exterior Framing and Sheathing** In Gypsum Board Assemblies \$0 09 21 00 Placeholder \$0 09 22 00 Supports for Plaster and Gypsum Board \$0

100% CD w.VE 3.4.2016 Date: March 18, 2016 March 18, 2016 **Cibola County Adiministration and Judicial Building** Project: **Project description:** enter here 12 **Duration:** Months **New Building Size** Sq Feet 0 68,000 Sq Feet **Remodel Building Size:** Site Size: 0 Sa Feet **Published MACC:** \$ 10,828,000 Detail 68,000 ENTER 1 IN CELL FOR TOTAL DESCRIPTION NOTES DIVISION QUANTITY RATE 0 COST UNIT PRICING M 09 24 00 Cement Plastering \$0 09 30 00 TILING \$139,109 09 30 00 Tiling \$139,109 09 30 13 Porcelain Floor Tiling In Tile Carpet \$0 09 30 16 Porcelain Wall Tiling In Tile Carpet \$0 09 30 16 Ceramic Base 1.00 0.00 \$0 Is 09 30 16 Terrazo Tile Flooring 1.00 Is 0.00 \$0 09 30 16 Exterior Tile - Sand Stone 139,109 \$139,109 1.00 Is 09 30 00 Placeholder \$0 09 50 00 CEILINGS \$132,646 **Acoustical Ceilings** \$132,646 09 51 00 09 51 23 **Acoustical Tile Ceilings** 1.00 Is 132,646,00 \$132,646 Acoustical Wood Ceilings 09 51 26 In Casework \$0 Placeholder 09 51 00 \$0 **Acoustical Ceiling Suspension Assemblies** 09 53 00 \$0 09 57 00 **Special Function Ceilings** \$0 09 60 00 **FLOORING** \$339,705 09 65 00 Resilient Flooring Is 0.00 \$0 09 68 00 Carpeting 0.00 \$339,705 09 68 13 Tile Carpet 1.00 339,705 \$339,705 Is 09 68 00 Placeholder \$0 09 69 00 **Access Flooring** 0.00 ls 0.00 \$0 Allowance in Building B 09900 **PAINTING AND COATING** \$260,087 09 91 00 Painting \$260,087 09 91 13 **Exterior Painting** 1.00 260,086.74 \$260,087 09 91 23 Interior Painting 1.00 0.00 09 91 00 Placeholder \$0 10 **SPECIALTIES** \$115,750 VISUAL DISPLAY BOARDS \$20,000 10 10 00 10 11 00 Marker Boards \$20,000 10 11 13 1.00 20,000.00 \$20,000 ALLOWANCE LCD Monitors 10 11 16 Markerboards 1.00 ea 0.00 \$0 \$0 10 11 00 Placeholder SIGNAGE \$31,454 10 14 00 10 14 00 **Plaques** \$31,454 10 14 16 **Plaque** 0.00 ea 0.00 10 14 19 **Dimensional Letter Signage** 1.00 Is 31,454.00 \$31,454 10 14 23 **Panel Signage** 0.00 ea 0.00 \$0 10 14 00 Placeholder \$0 10 20 00 **INTERIOR SPECIALTIES** \$53,592 10 21 00 **Compartments and Cubicles** \$21,424 10 21 13 **Metal Toilet Compartments** 1.00 Is 21,424.00 \$21,424 10 21 00 Placeholder 10 26 00 **Wall and Door Protection** \$720 1.00 720.00 \$720 10 26 13 **Corner Guards** 10 26 00 Placeholder \$31,448 10 28 00 Toilet, Bath and Laundry Accessories 10 26 13 **Toilet Accessories** 1.00 31,448.00 \$31,448 10 28 00 Placeholder \$0 10 40 00 **FIRE PROTECTION SPECIALTIES** \$6,704 10 41 00 **Emergency Access and Information Cabinets** \$1,600 10 41 16 **Emergency Key Cabinets** 800.00 \$1,600 2.00 ea 10 41 00 Placeholder \$0 Fire Protection Specialties 10 44 00 \$5,104 **Fire Protection Cabinets** 10 44 13 1.00 5.104.00 \$5,104 Is 10 44 16 In Fire Protection Cabinets Fire Extinguishers \$0 10 44 00 Placeholder \$0 STORAGE SPECIALTIES 10 50 00 10 70 00 **EXTERIOR SPECIALTIES** \$4,000 10 75 00 Flag Poles \$4,000 **Ground-Set Flagpoles** 2.000.00 \$4,000 10 75 16 2.00 ea Wall-Mounted Flagpoles \$0 10 75 23 1.00 ea 0.00 \$0 10 75 00 Placeholder 11 **EQUIPMENT** \$109,020 11 10 00 VEHICLE AND PEDESTRIAN EQUIPMENT \$0 11 30 00 RESIDENTIAL EQUIPMENT \$0 11 51 00 **EDUCATIONAL AND SCIENTIFIC EQUIPMENT** \$0 11 90 00 Other Equipment \$109,020 11 98 00 Detention Equipment \$109,020

		JAYNES	BUILD. LEA	D. GROW.							
				100% CD w.VE					Date:	March 18, 2016	March 18, 2016
D	roject de	:Project :scription		County Adiministration and	Judicial B	uilding					
F	oject de	scription.	enter here								
	New Bui odel Buil	Duration: Iding Size ding Size: Site Size:		12 0 68,000 0		Months Sq Feet Sq Feet Sq Feet					
	Publish	ed MACC:		\$	10,828,000						
								Detail		68,000	
DIVISION	ı	DESCRIPTI	ON			ENTER 1 IN CELL FOR UNIT PRICING	QUANTITY	U O M	RATE	TOTAL COST	NOTES
			11 98 00 11 98 00	Detention Doors Detention Equipment			1.00 In Det	Is ention	109,020.00 Doors	\$109,020 \$0	
			11 65 00	Placeholder			III Det	citton	Doors	\$0	
12	FURNIS 12 20 00		TREATMEN	TS						\$7,875 \$0	
	124000	FURNISHI		CCESSORIES						\$7,875	
		12 48 00	Rugs and I 12 48 13	Mats Entrance Floor Mats and Frames			1.00	Is	7,875.00	\$7,875 \$7,875	
			12 48 00	Placeholder			1.00		1,010.00	\$0	
21	FIRE SU 21 10 00	JPPRESSION AND THE PROPERTY OF		SUPPRESSION SYSTEM						\$166,460 \$166,460	
	21 10 00	21 13 00		ession Sprinkler System						\$166,460	
			21 13 13 21 13 13	Wet-Pipe Sprinkler System Fire Riser Relocation			1.00 1.00	ls Is	166,460.00 0.00	\$166,460 \$0	
			21 13 13	Placeholder			1.00	15	0.00	\$0	
22-23	MECHA		lumbina Cu	¥						\$1,681,463	
	23 05 00	HVAC & P 23 05 00		umbing System						\$1,681,463 \$1,681,463	
			23 05 00 23 05 00	HVAC /Plumbing HVAC /Plumbing Early Work Pack	200		1.00 1.00	ls Is	1,681,463.21 0.00	\$1,681,463 \$0	
			23 05 00	Culinary Arts HVAC Replacement	age		1.00	Is	0.00	\$0	
26	ELECTR	PICAL	23 05 00	Placeholder						\$0 \$1,446,117	
20	26 05 00		AL POWER							\$1,446,117	
		26 05 00	Electrical A	Assemblies Building Power / Lighting			1.00	Is	1,446,117.00	\$1,446,117 \$1,446,117	
			27 05 00	Communication System			inclu	ided al	bove	\$0	
			27 40 00 28 05 00	Classroom Audio-Visual Syste Fire Alarm	m			ided al		\$0 \$0	
			28 05 00	Security Access			1.00	Is	0.00	\$0	
			27 40 00 26 05 00	PA Speaker Placeholder			inclu	ıded al	bove	\$0 \$0	
31-33		NSTRUCT	TION							\$304,955	
	31 00 00	31 00 00	Earthwork							\$125,579 \$125,579	
			31 11 00	Site Clearing			1.00	Is	125,579.00	\$125,579	
			31 22 19 31 25 00	Topsoil and Finishing Grading Soil Erosion and Sediment Contro	ı		1.00	ls Is	0.00	\$0 \$0	
			31 37 00	Rip Rap Placeholder			1.00	Is	0.00	\$0	
	32 00 00	EXTERIOR	31 37 00 R IMPROVEN							\$179,376	
		32 00 00	Site Work/ 32 00 00	Landscaping Site Concrete			1.00	Is	153,050.00	\$166,596 \$153,050	
			32 00 00	Landscaping/Irrigation			1.00	Is	13,546.00	\$13,546	
			32 00 00 32 00 00	Secure Parking Fence Placeholder			1.00	Is	0.00	\$0 \$0	
		32 10 00	Bases, Bal	lasts, and Paving						\$12,780	
			32 10 00 32 10 00	Asphalt Striping			In Si 1.00	te Clea	9,230.00	\$0 \$12,780	
			32 10 00	Seal Coat			1.00	Is	0.00	\$0	
	33 00 00	Utilities	32 10 00	Placeholder						\$0 \$0	
	00 00 00	Guines		COST OF WORK S	SUBTOTAL		(C.O.W.)			\$7,256,258	
20	Profess	ional Serv	ices							\$0	
30	General	Contracto		struction						\$0	
40	Conting		uildina Dict	Contingency			\$7 DEC DEC	COW	0.0000/	\$72,563	
	00040 00040		r at Risk Co	c Contingency ntingency			\$7,256,258 \$7,256,258		0.000% 1.000%	\$0 \$72,563	Reducted From 2.0% to 1.0%
					UBTOTAL	•				\$7,328,820	
50	Require 00050	d Add Ons Sub Bond					\$7,328,820	rata	0.2500%	\$530,920 \$18,322	
	00050	Warranty					\$7,328,820		0.2500%	\$6,596	
	00050	BIM					\$7,328,820	rate	0.0734%	\$5,379	
	00050 00050	QA Insurance					\$7,328,820 In Spi	rate ecified	0.0609%	\$4,463 \$0	
ı	00000	mourance					шэр	u	. 50 5	\$0	l

4 of 5 2014 © Jaynes Corporation

CONFIDENTIAL



BUILD. LEAD. GROW. 100% CD w.VE 3.4.2016 Date: March 18, 2016 March 18, 2016 Project: **Cibola County Adiministration and Judicial Building Project description:** enter here 12 **Duration: Months New Building Size** Sq Feet Remodel Building Size: 68,000 Sq Feet Site Size: 0 Sq Feet **Published MACC:** 10,828,000 \$ Detail 68,000 ENTER 1 IN CELL FOR UNIT PRICING TOTAL DIVISION DESCRIPTION QUANTITY RATE NOTES 0 COST M 00050 \$7,363,581 \$294,543 **Contractor Fee** rate 4.000% 00050 **Pre-Construction Fee** 1 Is \$0 \$0 00050 **Specified General Conditions** 1.00 Is \$201,615.75 \$201,616 SUBTOTAL \$7,859,740 **Taxes** \$618,955 00060 **EXCLUDED New Mexico Gross Receipts Tax** \$7,859,740 rate 7.875% \$618,955 \$8,478,694 TOTAL **Executed Construction Contract Ammendments** \$3,023,114 **Decking Removal and Replacement** 00070 \$179,527 00070 **Decking Credit from Early Work Package** (\$36,282 00070 **Culinary Arts Renovations - EWP-001** (\$5,000 00070 **Culinary Arts Renovation** \$27,397 00070 **Additional Parapet Bracing** \$2,179 00070 EWP-001 Specified GC's \$167,304 EWP-002 Specified GC's 00070 \$108,747 00070 **Pre-Construction Fee** \$53,938 Early Work Package-001 \$1,066,772 00070 00070 Early Work Package-002 \$1,458,532 **GMP Amount** \$11,501,808 Jaynes Corp Construction Contract Additional Owner Contracts \$1,478,590

TOTAL

NMGRT

Abatement

FF&E

Architect Fees

Smith's Reroofing

Transformer Removal

60

70

80

00080

00080

00080

08000

00080

\$81,929

\$1,089,183

\$12,980,399

\$225,478

\$80,000

\$2,000

SWA

NCA Architects

Alternate 001

March 17, 2016

Date:

Project: Cibola County Administration and Judicial Building

Project description:

Parking Lot Striping

								68,000			\$10,517
DIVISION	ı	DESCRIPT	ION				ENTER 1 IN CELL FOR UNIT PRICING	TOTAL COST		COST per Bldg SF	% of Costs w/o NMGRT
01	GENERA	L REQUI	REMENTS						\$0	\$0.000	0.000%
02	EXISTING	CONDIT	TIONS						\$0	\$0.000	0.000%
	CONCRE	TE							\$0	\$0.000	0.000%
04	MASONR	Y									0.000%
	METALS										0.000%
	WOODS										0.000%
				ROTECTION							0.000%
08	DOORS a		ows								0.000%
	FINISHES										0.000%
_	SPECIAL								ō.		0.000%
	EQUIPME										0.000%
	FURNISH FIRE SUF		ON								0.000%
21 22-23	MECHAN		JN								0.000%
	ELECTRI										0.000% 0.000%
	SITE CON		CION					¢0.0			94.752%
	31 00 00	EARTHW						\$0	05	\$0.000	0.000%
	32 00 00		R IMPROVEM	ENTS				\$9,965		\$0.147	94.752%
		32 00 00		Landscaping				\$0		\$0.000	0.000%
		32 10 00		asts, and Paving				\$9,965		\$0.147	94.752%
			32 10 00	Asphalt					\$0	\$0.000	0.000
			32 10 00	Striping				\$9,		\$0.147	94.752
			32 10 00	Seal Coat					\$0	\$0.000	0.000
	33 00 00	Utilities	32 10 00	Placeholder				\$0	\$0	\$0.000 \$0.000	0.000%
	33 00 00	Othities		(OST OF WORK	SUBTOTAL		\$9,965		\$0.147	94.752%
20	Profession	nal Servi	ices					\$0		\$0.000	0.000%
	General (Contracto	or Pre-Cons	truction				\$0		\$0.000	0.000%
40	Continge	ncies						\$100		\$0.001	0.948%
	00040	Owner's E	Building Risk	Contingency					\$0		
	00040	Contracto	r at Risk Con	tingency				\$	100		
						SUBTOTAL		\$10,065		\$0.148	95.700%
50	Required	Add Ons	3					\$452			
	00050	Sub Bond	s						\$25		
	00050	Warranty							\$9		
	00050	BIM							\$7		
	00050	QA							\$6		
	00050	Insurance)						\$0		
	00050	Contracto						\$4	404		
	00050		truction Fee						\$0		
	00050	Specified	General Cond	ditions					\$0		
						SUBTOTAL		\$10,517		\$0.155	100.000%
60	Taxes							\$828			
	00060	EXCLUDE	D New Mexic	o Gross Receipt	s Tax				828	190000000	
						TOTAL		\$11,345		\$0.167	107.875%
		NIMACDT									
		NMGRT									
		NIVIGRI									

Alternate 002

March 17, 2016

Date:

Project: Cibola County Adiministration and Judicial Building

Project description:

Landscaping Swale at Site Entrance

								68,000			\$28,136
DIVISION	1	DESCRIPTI	ON				ENTER 1 IN CELL FOR UNIT PRICING	TOTAL COST		COST per Bldg SF	% of Costs w/o NMGRT
01			REMENTS							\$0.000	0.000%
02		CONDIT	IONS						\$0	\$0.000	0.000%
03 04	CONCRE								\$0 \$0	\$0.000 \$0.000	0.000% 0.000%
05	METALS	X I							\$0 \$0	\$0.000	0.000%
06	WOODS	and PLAS	STICS						\$0	\$0.000	0.000%
07				ROTECTION					\$0	\$0.000	0.000%
08		and WIND							\$0	\$0.000	0.000%
09	FINISHES	3							\$0	\$0.000	0.000%
10	SPECIAL	TIES							\$0	\$0.000	0.000%
11	EQUIPME	ENT							\$0	\$0.000	0.000%
12	FURNISH								\$0	\$0.000	0.000%
21		PRESSIC	ON						\$0	\$0.000	0.000%
22-23	MECHAN								\$0	\$0.000	0.000%
26	ELECTRI							400	\$0	\$0.000	0.000%
31-33		NSTRUCT							,660		94.752%
	31 00 00	EARTHWC 31 00 00	Earthwork					\$0		\$0.000 \$0.000	0.000% 0.000%
		31 00 00	31 11 00	Site Clearing				φU	\$0	\$0.000	0.000%
			31 22 19	Topsoil and Finishin	g Grading				\$0	\$0.000	0.000%
			31 25 00	Soil Erosion and Sec	diment Control				\$0	\$0.000	0.000%
			31 37 00	Rip Rap					\$0	\$0.000	0.000%
	22.00.00	EVTERIOR	31 37 00	Placeholder				toc cco	\$0	\$0.000	0.000%
	32 00 00	32 00 00	R IMPROVEM Site Work/ I	Landscaping				\$26,660 \$16,950		\$0.392 \$0.249	94.752% 60.242%
		02 00 00	32 00 00					Ψ10,550	\$0		0.000%
			32 00 00	Landscaping/Irrigati	on			\$10	6,950	\$0.249	60.242%
			32 00 00	Secure Parking Fend	ce				\$0	\$0.000	0.000%
		00.40.00	32 00 00	Placeholder				\$0.740	\$0	\$0.000	0.000%
		32 10 00	32 10 00	asts, and Paving Asphalt				\$9,710	9,710	\$0.143 \$0.143	34.510% 34.510%
			32 10 00	Striping				Φ:	\$0	\$0.143	0.000%
			32 10 00	Seal Coat					\$0	\$0.000	0.000%
			32 10 00	Placeholder					\$0	\$0.000	0.000%
	33 00 00	Utilities						\$0		\$0.000	0.000%
		33 00 00	Utilities	Manhalas and Cimen	· · · · · ·			\$0	¢0	\$0.000	0.000%
			33 05 13 33 11 16	Manholes and Struct Site water Utility Dis					\$0	\$0.000 \$0.000	0.000% 0.000%
			33 31 11	Sanitary Utility	mounom				\$0	\$0.000	0.000%
			33 00 00	Placeholder					\$0	\$0.000	0.000%
		33 40 00	Storm Drain					\$0		\$0.000	0.000%
			33 41 11	Site Storm Drainage	Utilities				\$0	\$0.000	0.000%
			33 40 00	Placeholder	OF WORK SU	IRTOTAL		\$26,660	\$0	\$0.000 \$0.392	0.000% 94.752%
				COSI	OF WORK SU	BIUIAL		\$20,000		\$0.332	94.7 32 /6
20	Profession	onal Servi	ces					\$0		\$0.000	0.000%
30			r Pre-Cons	truction				\$0		\$0.000	0.000%
40	Continge							\$267		\$0.004	0.948%
	00040		uilding Risk	Contingency					\$0		
	00040	Contractor	r at Risk Con	tingency					\$267		
50	Required	Add Ons	•		SU	JBTOTAL		\$26,927 \$1,210		\$0.396	95.700%
	00050	Sub Bonds						Ψ1,210	\$67		
	00050	Warranty							\$24		
	00050	BIM							\$20		
	00050	QA							\$16		
	00050	Insurance							\$0		
	00050	Contractor	r Fee					\$,082		
l	00050	Pre-Const	ruction Fee						\$0		
					10 of 2 2014 © Jaynes (CON	FIDENTIAL



Alternate 002

March 17, 2016

Date:

Project: Cibola County Adiministration and Judicial Building

Project description:

Landscaping Swale at Site Entrance

				68,000		\$28,136
DIVISION	ı	DESCRIPTION	ENTER 1 IN CELL FOR UNIT PRICING	TOTAL COST	COST per Bldg SF	% of Costs w/o NMGRT
	00050	Specified General Conditions		\$0		
			SUBTOTAL	\$28,136	\$0.414	100.000%
60	Taxes			\$2,216		
	00060	EXCLUDED New Mexico Gross Receipts Tax		\$2,216		
			TOTAL	\$30,352	\$0.446	107.875%
		NMGRT				

CONFIDENTIAL

BUILD. LEAD. GROW.

Alternate 003

March 17, 2016

Date:

Project: Cibola County Adiministration and Judicial Building

Project description:

North East Parking Lot

								68,000	Sq Ft	\$50,020
DIVISION		DESCRIPT	ION				ENTER 1 IN CELL FOR UNIT PRICING	TOTAL COST	COST per Bldg SF	% of Costs w/o NMGRT
01			REMENTS					\$0	•	0.000%
2		G CONDIT	TIONS					\$0	\$0.000	0.000%
3	CONCRE							\$0 \$0	\$0.000	0.000%
)4)5	MASONF METALS							\$0 \$0	\$0.000	0.000%
)6		and PLAS	STICS					\$0 \$0	\$0.000 \$0.000	0.000% 0.000%
7				ROTECTION				\$0 \$0	\$0.000	0.000%
8		and WIND		KOTEOTION				\$0 \$0		0.000%
9	FINISHE							\$0	•	0.000%
0	SPECIAL							\$0		0.000%
11	EQUIPMI							\$0		0.000%
2	FURNISH							\$0		0.000%
21	FIRE SUI	PPRESSI	ON					\$0	\$0.000	0.000%
22-23	MECHAN	NICAL						\$0	\$0.000	0.000%
26	ELECTR	ICAL						\$0	\$0.000	0.000%
31-33	SITE CO	NSTRUC1	ΓΙΟΝ					\$47,395	\$0.697	94.752%
	31 00 00	EARTHW						\$0	\$0.000	0.000%
	32 00 00		R IMPROVEM					\$47,395	\$0.697	94.752%
		32 00 00	Site Work/ L 32 00 00	.andscaping Site Concrete				\$0 \$0	\$0.000 \$0.000	0.000% 0.000
			32 00 00	Landscaping/		Base Bid		\$0	\$0.000	0.000
			32 00 00			Add Alternate 002		\$0	\$0.000	0.000
			32 00 00	Secure Parkir				\$0	\$0.000	0.000
		32 10 00		asts, and Pavin	g			\$47,395	\$0.697	94.752%
				Asphalt				\$45,605		
			32 10 00	Striping				\$1,790		
			32 10 00 32 10 00	Seal Coat Placeholder				\$0 \$0	*******	0.000 0.000
	33 00 00	Utilities	32 10 00	riacenoidei				\$0	\$0.000	0.000%
	and a property of the control of the	100000000000000000000000000000000000000			COST OF	WORK SUBTOT	AL	\$47,395	\$0.697	94.752%
00	D ()	1.0						40	***	0.0004
20		onal Serv						\$0	\$0.000	
30			or Pre-Cons	truction				\$0 \$474	\$0.000	
40	Continge		ovildina Diak	Cantingana				\$474	\$0.007	0.948%
	00040 00040		Building Risk					\$0 \$474		
		Contracto	r at Risk Con	ungency		SUBTOT		\$47,869	 \$0.704	95.700%
50	Required	d Add Ons	2			300101	AL	\$2,151	ψ0.704	33.70070
	00050	Sub Bond						\$120		
	00050	Warranty						\$43		
	00050	BIM						\$35		
	00050	QA						\$29		
	00050	Insurance						\$0		
	00050	Contracto	r Fee					\$1,924		
	00050	Pre-Const	truction Fee					\$0		
	00050	Specified	General Cond	ditions				\$0		
						SUBTOT	AL	\$50,020	\$0.736	100.000%
60	Taxes							\$3,939		
	00060	EXCLUDE	D New Mexic	o Gross Receip	ts Tax			\$3,939		
						ТОТ	AL	\$53,959	\$0.794	107.875%

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Alternate 004

March 17, 2016

Date:

Project: Cibola County Adiministration and Judicial Building

Project description:

Micro Surfacing at South Parking Lot

								68,000		Sq Ft	\$63,286
DIVISION	ı	DESCRIPTI	ON				ENTER 1 IN CELL FOR UNIT PRICING	TOTAL COST		COST per Bldg SF	% of Costs w/o NMGRT
01	GENERA	L REQUIF	REMENTS						\$0	\$0.000	0.000%
02	EXISTING	G CONDIT	IONS						\$0	\$0.000	0.000%
03	CONCRE	TE							\$0	\$0.000	0.000%
04	MASONR	Y							\$0	\$0.000	0.000%
05	METALS								\$0	\$0.000	0.000%
06	WOODS a	and PLAS	TICS						\$0	\$0.000	0.000%
07	THERMA	L AND MO	DISTURE P	ROTECTION					\$0	\$0.000	0.000%
80	DOORS a	and WIND	OWS						\$0	\$0.000	0.000%
09	FINISHES	3							\$0	\$0.000	0.000%
10	SPECIAL	TIES							\$0	\$0.000	0.000%
11	EQUIPME	ENT							\$0	•	0.000%
12	FURNISH								\$0	•	0.000%
21		PRESSIC	ON						\$0	• 10-21-0-10-10-1	0.000%
22-23	MECHAN								\$0	0.0	0.000%
26	ELECTRI									146	0.000%
31-33	SITE CON		TON					\$50		the Control of the Co	94.752%
31-00		EARTHWO						\$0 \$0	300	\$0.000	0.000%
İ	32 00 00		R IMPROVEME	FNTS				\$59,965		\$0.882	94.752%
İ	02 00 00	32 00 00	Site Work/ L					\$0		\$0.000	0.000%
		32 10 00		asts, and Paving	a			\$59,96 5		\$0.882	94.752%
		* — ~	32 10 00	Asphalt	5			* 5 5 2 8 8 80 10	\$0	\$0.000	
İ			32 10 00	Striping					\$0	\$0.000	
			32 10 00	Seal Coat				\$59	,965	\$0.882	94.752%
			32 10 00	Placeholder					\$0	\$0.000	
	33 00 00	Utilities			COCT OF WORK	CURTOTAL		\$0 *FO.OCE		\$0.000	0.000%
					COST OF WORK	SUBTOTAL		\$59,965		\$0.882	94.752%
20	Professio	onal Servi	ces					\$0		\$0.000	0.000%
30	General C	Contracto	r Pre-Const	truction				\$0		\$0.000	0.000%
40	Continge	ncies						\$600		\$0.009	0.948%
	00040		Building Risk (Contingency					\$0		
1			r at Risk Cont					5	\$600		
1						SUBTOTAL		\$60,565	,,,,,,	 \$0.891	95.700%
50	Required	Add Ons	±			000.0		\$2,721		* 5	******
	00050	Sub Bonds							\$151		
		Warranty	•						\$55		
	00050	BIM							\$44		
	00050	QA							\$37		
	00050	Insurance							\$0		
	00050	Contractor						¢2	•		
								Ψ.	,434		
	00050		ruction Fee						\$0		
		SHACITION		ditions					\$0		400.000%
	00050	Specified	General Cond			CLIDTOTAL		462 786		EU 031	7
60		Specified				SUBTOTAL		\$63,286 \$4,984		\$0.931	100.000%
60	Taxes				4- Tou	SUBTOTAL		\$4,984	004	\$0.931	100.000%
60				o Gross Receip	its Tax	SUBTOTAL TOTAL		\$4,984	,984	\$0.931 \$1.004	

NMGRT



Alternate 005

March 17, 2016

Date:

Cibola County Adiministration and Judicial Building Project:

Project description: Building B

							68,000	Sq Ft	\$475,082
DIVIDION.		DECODIDE	ION			ENTER 1 IN	TOTAL	COST per	% of
DIVISION		DESCRIPT	ION			CELL FOR UNIT PRICING	COST	Bldg SF	Costs w/o NMGRT
06	WOODS	and PLAS	STICS				\$2,400	\$0.035	0.505%
	06 40 00	ARCHITE	CTURAL WO	ODWORK			\$2,400	\$0.035	0.505%
		06 41 00	Architectur	al Wood Work			\$2,400	\$0.035	0.505%
			06 41 00	Architectural Wood Case	work		\$2,400	\$0.035	Mar 23 (30 4 (3) 4))))))))))))))))))))))))))))))))
07				ROTECTION			\$26,160		5.506%
	07 24 00			N AND FINISH SYSTEM			\$26,160	\$0.385	5.506%
		07 24 00		ulation and Finish Systems	s (EIFS)		\$26,160	\$0.385	5.506%
			07 24 00	EIFS - Building B			\$26,160	\$0.385	the second second second second
08	DOORS	and WIND	07 24 00	EIFS			\$0	\$0.000	
UO	08 10 00		ND FRAMES				\$3,891	\$0.057 \$0.057	0.819% 0.819%
	00 10 00	08 10 00	Doors and I	Frames			\$3,891	\$0.057	0.819%
		00 10 00	08 11 00	Metal Doors and Frames	Material		\$3,891	\$0.057	
09	FINISHES	S	00 11 00	motal Boolo and Framos			\$127,852		26.912%
	09 20 00		AND GYPSU	IM BOARD			\$81,925	\$1.205	17.244%
		09 21 00		Gypsum Board Assemblie	s		\$81,925	\$1.205	17.244%
			09 21 16	Gypsum Board Assembli	es		\$81,925	\$1.205	17.244%
	09 50 00	CEILINGS					\$7,525	\$0.111	1.584%
		09 51 00	Acoustical				\$7,525	\$0.111	1.584%
			09 51 23	Acoustical Tile Ceilings			\$7,525	\$0.111	THE SECRETARY AND ADDRESS.
	09 60 00	FLOORING					\$38,402	\$0.565	8.083%
		09 65 00	Resilient Fl	ooring Resilient Base and Acces	oorioo		\$18,402	\$0.271 \$0.271	3.873% 3.873%
		09 69 00	Access Flo		Sories		\$18,402 \$20,000	\$0.271	4.210%
		05 05 00	09 69 13	Rigid-Grid Access Floori	na		\$20,000	\$0.294	
10	SPECIAL	TIES					\$0	\$0.000	0.000%
22-23	MECHAN	IICAL					\$128,912	\$1.896	27.135%
	23 05 00	HVAC & P	lumbing Sys	tems			\$128,912	\$1.896	27.135%
		23 05 00		ımbing System			\$128,912	\$1.896	27.135%
			23 05 00	HVAC /Plumbing			\$128,912	\$1.896	
26	ELECTRI						\$160,937		33.876%
	26 05 00		AL POWER				\$160,937	\$2.367	33.876%
		26 05 00	Electrical A 26 05 00		i		\$160,937 \$160,937	\$2.367	33.876% 33.876%
			26 05 00	Building Power / Lighting	WORK SUBTOTAL		\$450,152	\$2.367 \$6.620	
40	Contingo	ncios		COST OF	WORK SUBIUIAL		\$4,502	\$0.020	
40	Continge 00040		uilding Dick	Contingency			\$4,502	\$0.000	0.940 /
	00040		r at Risk Con				\$4,502		
		Contracto	at Kisk Con	iningericy	SUBTOTAL		\$454,654	\$6.686	95.700%
50	Peguired	Add Ons			SOBIOTAL		\$20,429	ψ0.000	33.70070
30	00050	Sub Bond					\$1,137		
	00050	Warranty	3				\$409		
		BIM							
	00050 00050	QA					\$334 \$277		
	00050						\$0		
	00050	Insurance Contracto							
							\$18,272		
	00050		ruction Fee	ditions			\$0 \$0		
Ī	00050	Specified	General Con-	uid0115 	SUBTOTAL		\$0 \$475,082	 \$6.987	100.000%
					SUBIUIAL		74/7-UX/	an ux/	100.000%
60	Toyes				SODICIAL	Ü	We have an a factor and a	Ψ0.301	100100070
60	Taxes	EVOLUDE	D Now May!-	on Grace Bessints Tay	SOBIOTAL		\$37,413	Ψ0.307	1001000 //
60	Taxes 00060	EXCLUDE	D New Mexic	o Gross Receipts Tax	TOTAL		We have an a factor and a	\$7.537	107.875%



Alternate 006

March 17, 2016

Date:

Cibola County Adiministration and Judicial Building

Project description: Site Fencing at Secure Parking

				68,000	Sq Ft	\$163,919
DIVISION		DESCRIPTION	ENTER 1 IN CELL FOR UNIT PRICING	TOTAL COST	COST per Bldg SF	% of Costs w/o NMGRT
31-33	SITE CO	NSTRUCTION		\$155,317	\$2.284	94.752%
	32 00 00	EXTERIOR IMPROVEMENTS		\$155,317	\$2.284	94.752%
		32 00 00 Site Work/ Landscaping		\$155,317	\$2.284	94.752%
		32 00 00 Secure Parking Fence		\$155,317	\$2.284	94.752%
		COST OF WORK SUBTOTA	<u>L</u>	\$155,317	\$2.284	94.752%
40	Continge	ncies		\$1,553	\$0.023	0.948%
	00040	Owner's Building Risk Contingency		\$0		
	00040	Contractor at Risk Contingency		\$1,553		
		SUBTOTA	_	\$156,870	\$2.307	95.700%
50	Required	Add Ons		\$7,049		
	00050	Sub Bonds		\$392		
	00050	Warranty		\$141		
	00050	BIM		\$115		
	00050	QA		\$96		
	00050	Insurance		\$0		
	00050	Contractor Fee		\$6,305		
	00050	Pre-Construction Fee		\$0		
	00050	Specified General Conditions		\$0		
		SUBTOTA	 L	\$163,919	 \$2.411	100.000%
60	Taxes			\$12,909	•	
	00060	EXCLUDED New Mexico Gross Receipts Tax		\$12,909		
		TOTA		\$176,827	\$2.600	107.875%



Alternate 007

March 17, 2016

Date:

Project: Cibola County Adiministration and Judicial Building

Project description:

ALTERNATE 007 - Landscaping

				68,000	Sq Ft	\$68,542
DIVISION	ſ	DESCRIPTION	ENTER 1 IN CELL FOR UNIT PRICING	TOTAL COST	COST per Bldg SF	% of Costs w/o NMGRT
31-33		DNSTRUCTION		\$64,945		94.752%
	32 00 00	EXTERIOR IMPROVEMENTS		\$64,945	\$0.955	94.752%
l		32 00 00 Site Work/ Landscaping		\$64,945	\$0.955	94.752%
		32 00 00 Landscaping	-	\$64,945	\$0.955	
		COST OF WORK SUBTOTA	<u>L</u>	\$64,945	\$0.955	
40	Continge			\$649	\$0.010	0.948%
	00040	Owner's Building Risk Contingency		\$0		
l	00040	Contractor at Risk Contingency		\$649		
		SUBTOTA	\L	\$65,594	\$0.965	95.700%
50	Required	d Add Ons		\$2,947		
	00050	Sub Bonds		\$164		
l	00050	Warranty		\$59		
	00050	BIM		\$48		
	00050	QA		\$40		
	00050	Insurance		\$0		
l	00050	Contractor Fee		\$2,636		
İ	00050	Pre-Construction Fee		\$0		
i	00050	Specified General Conditions		\$0		
		SUBTOTA	 \L	\$68,542	 \$1.008	100.000%
60	Taxes			\$5,398	·	
	00060	EXCLUDED New Mexico Gross Receipts Tax		\$5,398		
		TOTA	ÅL.	\$73,939	\$1.087	107.875%

Date:

BUILD. LEAD. GROW.

Alternate 008

March 17, 2016

Project: Cibola County Adiministration and Judicial Building

Project description:

Warm Shell for Shell Space B160

							-			
							68	3,000	Sq Ft	\$47,105
DIVISION		DESCRIPTI	ON			ENTER 1 IN CELL FOR		OTAL	COST per	% of Costs
						UNIT PRICING	С	OST	Bldg SF	w/o NMGRT
01		AL REQUIF							\$0.000	0.000%
02		G CONDIT	IONS					\$0		0.000%
03	CONCRI							\$0	The second second second	0.000%
04	MASON							\$0	\$0.000	0.000%
05	METALS	6						\$0	• 80 80 80	0.000%
06	WOODS	and PLAS	TICS					\$0		0.000%
07	THERMA	AL AND MO	DISTURE P	ROTECTION				\$4,724	\$0.069	10.029%
	07 10 00			WATERPROOFING			\$0		\$0.000	0.000%
	07 21 00		PROTECTIO				\$3,874		\$0.057	8.224%
		07 21 00	Thermal Pro				\$3	3,874	\$0.057	8.224%
			07 21 16	Blanket Insulation				\$3,874	\$0.057	8.224%
	07 24 00	EVTERIOR	07 21 00	Placeholder	м		¢0	\$0	\$0.000	0.000%
	07 24 00 07 25 00		BARRIERS	N AND FINISH SYSTE	IVI		\$0		\$0.000 \$0.000	0.000% 0.000%
	07 50 00		IE ROOFING				\$0		\$0.000	0.000%
l	07 60 00		AND SHEET	METAL			\$0		\$0.000	0.000%
	07 70 00			ND ACCESSORIES			\$0		\$0.000	0.000%
	07 92 00	JOINT SEA					\$850		\$0.013	1.804%
		07 92 00	Joint Sealar	nts			\$	850	\$0.013	1.804%
			07 92 00	Joint Fillers & Sealar				\$850	\$0.013	1.804%
			07 92 00	Tilt-Up Panel Joint S	ealants			\$0	\$0.000	0.000%
			07 92 00	Placeholder				\$0	\$0.000	0.000%
	07 95 00		N CONTROL				\$0		\$0.000	0.000%
80		and WIND	ows					\$0	· I TO COLUMN TOWN THE	0.000%
09	FINISHE							\$28,076	The second second	59.603%
	09 20 00		AND GYPSU				\$8,424	101	\$0.124	17.884%
		09 21 00	09 21 16	Gypsum Board Asser			\$8	59.424	\$0.124	17.884%
			09 21 16	Gypsum Board Asse Early Work Package				\$8,424 \$0	\$0.124 \$0.000	17.884% 0.000%
			09 21 16	Exterior Framing and	· · · · · · · · · · · · · · · · · · ·			\$0 \$0	\$0.000	0.000%
			09 21 00	Placeholder	u Sheathing			\$0	\$0.000	0.000%
		09 22 00		r Plaster and Gypsum	Board			\$0	\$0.000	0.000%
		09 24 00	Cement Plas					\$0	\$0.000	0.000%
	09 30 00	TILING		J			\$0	• 00	\$0.000	0.000%
	09 50 00	CEILINGS					\$0		\$0.000	0.000%
	09 60 00	FLOORING	3				\$15,450		\$0.227	32.799%
		09 65 00	Resilient Flo	ooring				\$0	\$0.000	0.000%
		09 68 00	Carpeting				\$1	5,450	\$0.227	32.799%
			09 68 13	Tile Carpet				\$15,450	\$0.227	32.799%
		00 00 00	09 68 00	Placeholder				\$0	\$0.000	0.000%
l	09900	09 69 00	Access Floo				\$4,202	\$0	\$0.000 \$0.062	0.000% 8.921%
	03300	09 91 00	Painting Painting	10				,202	\$0.062	8.921%
		03 31 00	09 91 13	Exterior Painting			Ψ	\$0	\$0.000	0.000%
			09 91 23	Interior Painting				\$4,202	\$0.062	8.921%
			09 91 00	Placeholder				\$0	\$0.000	0.000%
10	SPECIA	LTIES						\$0	\$0.000	0.000%
11	EQUIPM	IENT						\$0	\$0.000	0.000%
12	FURNIS							\$0	\$0.000	0.000%
21		PPRESSIC	N					\$0	\$0.000	0.000%
22-23	MECHAI							\$0	\$0.000	0.000%
	23 05 00		lumbing Syst	ems			\$0	**	\$0.000	0.000%
		23 05 00		mbing System				\$0	\$0.000	0.000%
			23 05 00	HVAC /Plumbing				\$0	\$0.000	0.000%
			23 05 00	HVAC /Plumbing Ear	rly Work Package			\$0	\$0.000	0.000%
			23 05 00	Culinary Arts HVAC	Replacement			\$0	\$0.000	0.000%
			23 05 00	Placeholder				\$0	\$0.000	0.000%
26	ELECTR							\$11,833		25.121%
	26 05 00		AL POWER				\$11,833		\$0.174	25.121%
I		26 05 00	Electrical As		htina		\$1	1,833	\$0.174	25.121%
			26 05 00 27 05 00	Building Power / Lig				\$11,833 \$0	\$0.174 \$0.000	25.121% 0.000%
			21 03 00	Communication (•			Φ U	φυ.υυυ	U.UUU %
					17 of 21	etion			2011	EIDENTIAL
					2014 © Jaynes Corpora	iuOH			CONF	FIDENTIAL

Alternate 008

March 17, 2016

Date:

Project: Cibola County Adiministration and Judicial Building

Project description:

Warm Shell for Shell Space B160

						68,000	Sq Ft	\$47,105
DIVISION		DESCRIPTION			ENTER 1 IN CELL FOR UNIT PRICING	TOTAL COST	COST per Bldg SF	% of Costs w/o NMGRT
		27 40 00	Classroom Audio	-Visual System		\$0	100 July 10 Ju	
		28 05 00	Fire Alarm			\$0		
		28 05 00	Security Access			\$0		
l		27 40 00	PA Speaker			\$0		
34 00	2:== 00	26 05 00	Placeholder			\$0		
31-33	SITE CO	NSTRUCTION				\$0		0.000%
<u> </u>			COST	OF WORK SUBTOTAL		\$44,633	\$0.656	94.752%
20	Profession	onal Services				\$0	\$0.000	0.000%
30	General (Contractor Pre-Cons	struction			\$0	\$0.000	0.000%
40	Continge	encies				\$446	\$0.007	0.948%
Á	00040	Owner's Building Risk	Contingency			\$0		
1	00040	Contractor at Risk Con	ntingency			\$446		
				SUBTOTAL		\$45,079	\$0.663	95.700%
50	Required	d Add Ons				\$2,026		
1	00050	Sub Bonds				\$113		
1	00050	Warranty				\$41		
A	00050	BIM				\$33		
A	00050	QA				\$27		
	00050	Insurance				\$0		
	00050	Contractor Fee				\$1,812		
1	00050	Pre-Construction Fee				\$0		
1	00050	Specified General Con				\$0		
				SUBTOTAL		\$47,105	\$0.693	100.000%
60	Taxes					\$3,710		
1	00060	EXCLUDED New Mexi	co Gross Receipts Tax			\$3,710		
A				TOTAL		\$50,814	\$0.747	107.875%



Alternate 009

March 17, 2016

68,000

Date:

\$75,098

Sq Ft

Project: Cibola County Adiministration and Judicial Building

Project description:

ALTERNATE 009 - Acoustic Cloud/ Lighting Soffit System

										+ ,
DIVISION	ı İ	DESCRIPTI	ION			ENTER 1 I CELL FOF UNIT PRICII	R	OTAL OST	COST per Bldg SF	% of Costs w/o NMGRT
06	WOODS	and PLAS	STICS					\$38,124	\$0.561	50.766%
	06 40 00		CTURAL WO	ODWORK			\$38,124		\$0.561	50.766%
	ATITA Managara	06 41 00		ral Wood Work				3,124	\$0.561	50.766%
İ			06 41 00	Architectural Woo	d Casework			\$38,124		58/15/
09	FINISHES	S								12.899%
	09 50 00	CEILINGS	<u> </u>				\$9,167		\$0.135	12.207%
i		09 51 00	Acoustical	Ceilings			A 10	,167	\$0.135	12.207%
İ			09 51 23	Acoustical Tile Ce	ilings			\$9,167		100
i	09900	PAINTING	AND COATI		-		\$520		\$0.008	0.692%
i		09 91 00	Painting				\$!	520	\$0.008	0.692%
i			09 91 13	Exterior Painting				\$520	\$0.008	0.692%
22-23	MECHAN							\$14,680	\$0.216	19.548%
	23 05 00	HVAC & P	Plumbing Sys				\$14,680		\$0.216	19.548%
		23 05 00	HVAC & Plu	umbing System			\$1 <i>4</i>	1,680	\$0.216	19.548%
			23 05 00	HVAC /Plumbing				\$14,680	\$0.216	19.548%
26	ELECTRI	ICAL						\$8,666	\$0.127	11.540%
	26 05 00	ELECTRIC	CAL POWER				\$8,666		\$0.127	11.540%
1		26 05 00	Electrical A	Assemblies			\$8	,666	\$0.127	11.540%
			26 05 00	Building Power / L	.ighting			\$8,666	\$0.127	11.540%
<u> </u>				COS	ST OF WORK SUBT	OTAL	<u>\$71</u>	,157	\$1.046	94.752%
40	Continge	encies					\$7	712	\$0.010	0.948%
1	00040		Building Risk	Contingency			-	\$0		
1	00040		or at Risk Cor					\$712		
	000-10	Oomacic	Tat ition Co.	ittilgency	SUBT	TOTAL	\$71	,869	 \$1.057	95.700%
50							the state of the s			
4	Required	1 Add Ons	3				\$3,	,229		
Y .	Required 00050	d Add Ons Sub Bond					\$3,	, 229 \$180		
	-	Sub Bond	ds				\$3	\$180		
	00050 00050	Sub Bond Warranty	ds				\$3	\$180 \$65		
	00050 00050 00050	Sub Bond Warranty BIM	ds				\$3	\$180 \$65 \$53		
	00050 00050 00050 00050	Sub Bond Warranty BIM QA	ds				\$3	\$180 \$65 \$53 \$44		
	00050 00050 00050 00050 00050	Sub Bond Warranty BIM QA Insurance	ds				\$3	\$180 \$65 \$53 \$44 \$0		
	00050 00050 00050 00050 00050	Sub Bond Warranty BIM QA Insurance Contracto	e or Fee				\$3	\$180 \$65 \$53 \$44 \$0 \$2,888		
	00050 00050 00050 00050 00050 00050	Sub Bond Warranty BIM QA Insurance Contracto Pre-Const	ds e or Fee truction Fee				\$3	\$180 \$65 \$53 \$44 \$0 \$2,888 \$0		
	00050 00050 00050 00050 00050	Sub Bond Warranty BIM QA Insurance Contracto Pre-Const	e or Fee	ditions				\$180 \$65 \$53 \$44 \$0 \$2,888 \$0 \$0		
	00050 00050 00050 00050 00050 00050 00050	Sub Bond Warranty BIM QA Insurance Contracto Pre-Const	ds e or Fee truction Fee	ditions	SUBT	ΓΟΤΑΙ	\$75	\$180 \$65 \$53 \$44 \$0 \$2,888 \$0 \$0		100.000%
60	00050 00050 00050 00050 00050 00050 00050	Sub Bond Warranty BIM QA Insurance Contracto Pre-Const Specified	e or Fee truction Fee General Con				\$75	\$180 \$65 \$53 \$44 \$0 \$2,888 \$0 \$0 \$0	 \$1.104	100.000%
60	00050 00050 00050 00050 00050 00050 00050	Sub Bond Warranty BIM QA Insurance Contracto Pre-Const Specified	e or Fee truction Fee General Con	nditions co Gross Receipts Ta	ax		\$75 , \$5,	\$180 \$65 \$53 \$44 \$0 \$2,888 \$0 \$0	 \$1.104	

Alternate 010

March 17, 2016

Date:

Project: Cibola County Adiministration and Judicial Building

Project description:

Tiled Wainscot

								68,000		Sq Ft	\$31,372
DIVISION		DESCRIPT	ION				ENTER 1 IN CELL FOR UNIT PRICING	TOTAL COST		COST per Bldg SF	% of Costs w/o NMGRT
01	GENER/	AL REQUII	REMENTS						\$0	\$0.000	0.000%
02	EXISTIN	G CONDIT	TIONS						\$0	\$0.000	0.000%
03	CONCRE	ETE							\$0	\$0.000	0.000%
04	MASON								\$0	\$0.000	0.000%
05	METALS								\$0	\$0.000	0.000%
06		and PLAS							\$0	\$0.000	0.000%
07				ROTECTION					\$0	\$0.000	0.000%
80		and WIND	ows					400	\$0	\$0.000	0.000%
09	FINISHE		AND OVER	M DOADD					726	\$0.437	94.752%
	09 20 00 09 30 00	TILING	AND GYPSU	M BOARD				\$0 \$0		\$0.000 \$0.000	0.000% 0.000%
	09 50 00	CEILINGS						\$0		\$0.000	0.000%
	09 60 00	FLOORING						\$25,626		\$0.377	81.684%
		09 65 00	Resilient Flo	ooring				\$0		\$0.000	0.000%
		09 68 00	Carpeting					\$25,626		\$0.377	81.684%
			09 68 13	Tile Carpet				\$25	,626	\$0.377	81.6849
		09 69 00	09 68 00	Placeholder				\$0	\$0	\$0.000 \$0.000	0.000% 0.000%
	09900		Access Floo AND COATII	_				\$4,100		\$0.000 \$0.060	13.069%
	00000	09 91 00	Painting					\$4,100		\$0.060	13.069%
			09 91 13	Exterior Paintin	ıg			0 20	,100	\$0.060	13.069%
			09 91 23	Interior Paintin	g				\$0	\$0.000	0.0009
			09 91 00	Placeholder					\$0	\$0.000	0.000%
10	SPECIAL								\$0	\$0.000	0.000%
11	EQUIPM								\$0	\$0.000	0.000%
12	FURNISH		211						\$0	\$0.000	0.000%
21		PPRESSION	ON						\$0	\$0.000	0.000%
22-23 26	MECHAN ELECTR								\$0	\$0.000	0.000%
31-33		NSTRUCI	TION						\$0 \$0		0.000% 0.000%
31-33	0112 00	MOTROCI		C	OST OF WORK	SUBTOTAL		\$29,726	ΨΟ	\$0.437	94.752%
20		onal Serv						\$0		\$0.000	0.000%
30			or Pre-Cons	truction				\$0 ************************************		\$0.000	0.000%
40	Continge							\$297	•	\$0.004	0.948%
	00040		Building Risk						\$0		
	00040	Contracto	r at Risk Con	tingency		CURTOTAL			297	CO 442	OF 700%
50	Poquiro	4			i	SUBTOTAL		\$30,023 \$1,349		\$0.442	95.700%
50	00050	d Add Ons Sub Bond						φ1,349	\$75		
	00050	Warranty							\$27		
	00050	BIM							\$22		
	00050	QA							\$18		
	00050	Insurance	r.						\$0		
	00050	Contracto						\$1	,207		
	00050		truction Fee					•	\$0		
	00050		General Cond	ditions					\$0		
						SUBTOTAL		\$31,372		\$0.461	100.000%
60	Taxes							\$2,471			
	00060	EXCLUDE	D New Mexic	o Gross Receipts	s Tax			\$2	,471		

Alternate 011

March 17, 2016

Date:

Project: Cibola County Adiministration and Judicial Building

Project description:

Concrete Floor Finish

								68,000		Sq Ft	\$23,036
DIVISION	1	DESCRIPTI	ON				ENTER 1 IN CELL FOR UNIT PRICING	TOTAL COST		COST per Bldg SF	% of Costs w/o NMGRT
01		L REQUIF								\$0.000	0.000%
02	EXISTING	G CONDIT	IONS						\$0	\$0.000	0.000%
03	CONCRE	TE							\$0	\$0.000	0.000%
04	MASONR	RY							\$0	\$0.000	0.000%
05	METALS								\$0	\$0.000	0.000%
06	WOODS	and PLAS	TICS						\$0	\$0.000	0.000%
07	THERMA	L AND M	DISTURE	PROTECTION					\$0	\$0.000	0.000%
80	DOORS a	and WIND	OWS						\$0	\$0.000	0.000%
09	FINISHES	3						\$21,	827	\$0.321	94.752%
	09 20 00		AND GYPS	UM BOARD				\$0		\$0.000	0.000%
	09 30 00	TILING						\$0		\$0.000	0.000%
	09 50 00	CEILINGS						\$0		\$0.000	0.000%
	09 60 00	FLOORING						\$18,207		\$0.268	79.038%
		09 65 00	Resilient I	looring				\$0 \$48.207		\$0.000 \$0.000	0.000%
		09 68 00	Carpeting 09 68 13	Tile Carpet				\$18,207	,315	\$0.268 \$0.211	79.038% 62.142%
			09 68 00	Minor Slab P	ren				,892	\$0.211	16.895%
		09 69 00	Access FI		iep			\$0	,032	\$0.000	0.000%
	09900		AND COAT	_				\$3,620		\$0.053	15.715%
		09 91 00	Painting					\$3,620		\$0.053	15.715%
10	SPECIAL	TIES	J					, •	\$0	\$0.000	0.000%
11	EQUIPME	ENT							\$0	\$0.000	0.000%
12	FURNISH	IINGS							\$0		0.000%
21	FIRE SUF	PRESSIC	ON						\$0		0.000%
22-23	MECHAN										0.000%
26	ELECTRI									\$0.000	0.000%
31-33	SITE CON		ION								0.000%
					COST OF WORK	SUBTOTAL		\$21,827	•	\$0.321	94.752%
								2.0			
20	Profession							\$0		\$0.000	0.000%
30		Contracto	r Pre-Con	struction				\$0		\$0.000	0.000%
40	Continge	ncies						\$218		\$0.003	0.948%
	00040	Owner's B	uilding Ris	k Contingency					\$0		
	00040	Contracto	r at Risk Co	ntingency					\$218		
						SUBTOTAL		\$22,045		\$0.324	95.700%
50	Required	Add Ons						\$991			
	00050	Sub Bond	s						\$55		
	00050	Warranty							\$20		
	00050	BIM							\$16		
	00050	QA							\$13		
	00050	Insurance							\$0		
	00050	Contracto	r Fee						\$886		
	00050	Pre-Const	ruction Fee						\$0		
	00050	Specified	General Co	nditions					\$0		
						SUBTOTAL		\$23,036		\$0.339	100.000%
60	Taxes							\$1,814			
	00060	EXCLUDE	D New Mex	ico Gross Recei	pts Tax			•	,814		
						TOTAL		\$24,850		\$0.365	107.875%
								_T = -1300		,	~

Alternate 011

March 16, 2016

Date:

Project: Cibola County Adiministration and Judicial Building

Project description:

Concrete Floor Finish

								68,000		Sq Ft	\$23,036
DIVISION		DESCRIPTI	ON				ENTER 1 IN CELL FOR UNIT PRICING	TOTAL COST		COST per Bldg SF	% of Costs w/o NMGRT
01	GENERA	L REQUIF	REMENTS						\$0	\$0.000	0.000%
02	EXISTIN	G CONDIT	IONS						\$0	\$0.000	0.000%
03	CONCRE	TE							\$0	\$0.000	0.000%
04	MASONF	RY							\$0	\$0.000	0.000%
05	METALS								\$0	\$0.000	0.000%
06	WOODS	and PLAS	TICS						\$0	\$0.000	0.000%
07	THERMA	L AND MO	DISTURE	PROTECTION					\$0	\$0.000	0.000%
80	DOORS a	and WIND	OWS						\$0	\$0.000	0.000%
09	FINISHES	S						\$21	,827	\$0.321	94.752%
	09 20 00		AND GYPS	SUM BOARD				\$0		\$0.000	0.000%
	09 30 00	TILING						\$0		\$0.000	0.000%
	09 50 00	CEILINGS						\$0		\$0.000	0.000%
	09 60 00	FLOORING						\$18,207		\$0.268	79.038%
		09 65 00 09 68 00	Resilient					\$0 \$18,207		\$0.000 \$0.268	0.000% 79.038%
		09 00 00	Carpeting 09 68 13	Tile Carpet				the same of the sa	4,315	\$0.200	62.142%
			09 68 00	Minor Slab P	ren				3,892	\$0.057	16.895%
		09 69 00	Access F					\$0	,,,,,,,	\$0.000	0.000%
	09900		AND COA	_				\$3,620		\$0.053	15.715%
		09 91 00	Painting					\$3,620		\$0.053	15.715%
10	SPECIAL	TIES							\$0	\$0.000	0.000%
11	EQUIPMI	ENT							\$0	\$0.000	0.000%
12	FURNISH	HINGS							\$0	\$0.000	0.000%
21	FIRE SUI	PPRESSIO	ON						\$0	\$0.000	0.000%
22-23	MECHAN	IICAL							\$0	\$0.000	0.000%
26	ELECTRI	ICAL							\$0	\$0.000	0.000%
31-33	SITE CO	NSTRUCT	ION						\$0	\$0.000	0.000%
					COST OF WORK	SUBTOTAL		\$21,827		\$0.321	94.752%
20	Duefeesi	anal Cami						60		#0.000	0.000%
20 30	9	onal Servi		otruction				\$0 \$0		\$0.000	
		Contracto	r Pre-Cor	istruction						\$0.000	
40	Continge			l. 0 4'				\$218	^	\$0.003	0.948%
	00040			k Contingency					\$0		
	00040	Contracto	r at RISK Co	ontingency		CURTOTAL			\$218	 	05 700%
50	Doguiros	1				SUBTOTAL		\$22,045 \$991		\$0.324	95.700%
30	00050	d Add Ons Sub Bond						4991	\$55		
			5								
	00050 00050	Warranty BIM							\$20 \$16		
	00050	QA							\$16		
	00050	Insurance							\$13		
	00050	Contracto							\$886		
	00050		r ree ruction Fee						\$000		
	00050		General Co						\$0 \$0		
	00000	Specified	General Co			SUBTOTAL		\$23,036	φU	\$0.339	100.000%
60	Taxes					SUBTUTAL		\$23,030 \$1,814		Ψ0.539	100.000 /0
50	00060	EXCLUDE	D New Mey	ico Gross Recei	nte Tay			•	1,814		
l	50000	LACLODE	- IAGAA IAIGA	ico Cioss Necel	pto Tux	TOTAL		\$24,850		\$0.365	107.875%
						IOIAL		φ ∠ 1 ,030		Ψ0.505	107.07370



Jaynes Structures Millwork

2906 Broadway NE, PO Box 26841 Albuquerque, NM 87125 PH (505)264-3699 Fax (505)345-8598 NM License # 4866 DOL # 01856552011514

EstimateR004

Date 03/08/16

To: Jaynes Corporation 2906 Broadway NE Albuquerque, NM 87107

> Phone (505) 345-8591 Fax (505) 345-8598

Ship To: Cibola County Judicial Complex

Grants, NM

Attention : Andrew Tryon

Project Desc. : Cibola County Judicial Complex Casework Terms : Net 30

Revision # : n/a

Project Id : 277

Ship Via : Our Truck P.O. Number : n/a

Salesperson: Andrew Sisneros

Per NCA 100% drawings and addendum 003 we hereby submit a proposal to fabricate and install interior architectural mill work to include :

Inclusions:

Plastic laminate casework

Plastic laminate countertops

Courtroom, Commission Chambers, and Hearing Room laminate millwork diewall fabrications including diewall millwork framing

Millwork wall paneling at location per revised contract drawings

Plastic laminate ceiling clouds with associated framing and all thread attachments

Millwork courtroom and Security Area gates

Hardwood base

Hardwood stained wall caps

Hardwood stained handrails and chair rails

Quartz countertops and countertop supports

All work to be to AWI custom standards. Our AWI Mill # is 32-41.

Exclusions: Sales tax, bond, countertop hardwood edging, stone countertops in-wall blocking, electrical fixtures, plumbing fixtures, entry doors and frames, window frames, window sills, painting, tempered glass, caulking and any items not listed above.

Description	Qty UOM	Selling Price

Revised 100% Drawing Pricing Addenda 003

Casework

Base Cab 2 Door 2 Drawer

Drawer Stack 3H 1 Reg 1 Float 1 File

2 ea

Wall Cab 1 Dags	
Wall Cab 1 Door	1 ea
Base Cab 1 Door 1 Drawer	1 ea
Wall Cab 1 Door	1 ea
Wall Cab 2 Door	4 ea
CounterTop w/ BackSplash	2 ea
Wall Cab 0 Door FinInt	2 ea
Wall Cab 2 Door	4 ea
Base Cab 2 Door 2 Drawer	2 ea
CounterTop w/ BackSplash	1 ea
Base Cab 2 Door 2 Drawer	4 ea
Drawer Stack 3H 1 Reg 1 Float 1 File	2 ea
Base Cab 0 Door 0 Drawer FinInt	12 ea
Wall Cab 2 Door	2 ea
Wall Cab 0 Door FinInt	3 ea
CounterTop w/ BackSplash	3 ea
Base Cab 1 Door 1 Drawer	1 ea
Base Cab 2 Door 2 Drawer	4 ea
CounterTop w/ BackSplash	1 ea
Base Cab 2 Door 2 Drawer	1 ea
Base Cab 1 Door 1 Drawer	1 ea
Base Cab Sink 2 Door 0 DrwFalse	1 ea
CounterTop w/ BackSplash	1 ea
Base Cab Sink 2 Door 0 DrwFalse	1 ea
Drawer Stack 3 Equal Drawers	1 ea
·	
Wall Cab 1 Door	1 ea
Wall Cab 2 Door	4 ea
Base Cab 1 Door 1 Drawer	1 ea
Under Counter Drawers	1 ea
Base Cab 2 Door 2 Drawer	2 ea
Base Cab 1 Door 1 Drawer	2 ea
Drawer Stack 3 Equal Drawers	2 ea
Plam Panel	1 ea
Millwork Gate	1
Stained Wood Wall Cap	16 lin ft
· ·	
Die Wall Flat Vertical	1 ea
CounterTop w/ BackSplash	1 ea
CounterTop w/ BackSplash ADA Sink Apron w/ Panel & Leg	1 ea 6 ea
CounterTop w/ BackSplash	1 ea
CounterTop w/ BackSplash ADA Sink Apron w/ Panel & Leg	1 ea 6 ea
CounterTop w/ BackSplash ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg	1 ea 6 ea 6 ea
CounterTop w/ BackSplash ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg Base Cab 1 Door 1 Drawer	1 ea 6 ea 6 ea 6 ea 1 ea
CounterTop w/ BackSplash ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg Base Cab 1 Door 1 Drawer Drawer Stack 3H 1 Reg 1 Float 1 File	1 ea 6 ea 6 ea 6 ea 1 ea 1 ea
CounterTop w/ BackSplash ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg Base Cab 1 Door 1 Drawer Drawer Stack 3H 1 Reg 1 Float 1 File CounterTop w/ BackSplash	1 ea 6 ea 6 ea 6 ea 1 ea 1 ea 1 ea
CounterTop w/ BackSplash ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg Base Cab 1 Door 1 Drawer Drawer Stack 3H 1 Reg 1 Float 1 File CounterTop w/ BackSplash Drawer Stack 3H 1 Reg 1 Float 1 File	1 ea 6 ea 6 ea 6 ea 1 ea 1 ea 1 ea
CounterTop w/ BackSplash ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg Base Cab 1 Door 1 Drawer Drawer Stack 3H 1 Reg 1 Float 1 File CounterTop w/ BackSplash Drawer Stack 3H 1 Reg 1 Float 1 File CounterTop w/ BackSplash	1 ea 6 ea 6 ea 6 ea 1 ea 1 ea 1 ea 1 ea
CounterTop w/ BackSplash ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg Base Cab 1 Door 1 Drawer Drawer Stack 3H 1 Reg 1 Float 1 File CounterTop w/ BackSplash Drawer Stack 3H 1 Reg 1 Float 1 File CounterTop w/ BackSplash Base Cab 2 Door 2 Drawer	1 ea 6 ea 6 ea 6 ea 1 ea 1 ea 1 ea 1 ea 1 ea
CounterTop w/ BackSplash ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg Base Cab 1 Door 1 Drawer Drawer Stack 3H 1 Reg 1 Float 1 File CounterTop w/ BackSplash Drawer Stack 3H 1 Reg 1 Float 1 File CounterTop w/ BackSplash Base Cab 2 Door 2 Drawer CounterTop w/ BackSplash	1 ea 6 ea 6 ea 6 ea 1 ea 1 ea 1 ea 1 ea 1 ea 1 ea
CounterTop w/ BackSplash ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg Base Cab 1 Door 1 Drawer Drawer Stack 3H 1 Reg 1 Float 1 File CounterTop w/ BackSplash Drawer Stack 3H 1 Reg 1 Float 1 File CounterTop w/ BackSplash Base Cab 2 Door 2 Drawer	1 ea 6 ea 6 ea 6 ea 1 ea 1 ea 1 ea 1 ea 1 ea
CounterTop w/ BackSplash ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg Base Cab 1 Door 1 Drawer Drawer Stack 3H 1 Reg 1 Float 1 File CounterTop w/ BackSplash Drawer Stack 3H 1 Reg 1 Float 1 File CounterTop w/ BackSplash Base Cab 2 Door 2 Drawer CounterTop w/ BackSplash	1 ea 6 ea 6 ea 6 ea 1 ea 1 ea 1 ea 1 ea 1 ea 1 ea
CounterTop w/ BackSplash ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg Base Cab 1 Door 1 Drawer Drawer Stack 3H 1 Reg 1 Float 1 File CounterTop w/ BackSplash Drawer Stack 3H 1 Reg 1 Float 1 File CounterTop w/ BackSplash Base Cab 2 Door 2 Drawer CounterTop w/ BackSplash Drawer Stack 3H 1 Reg 1 Float 1 File	1 ea 6 ea 6 ea 6 ea 1 ea 1 ea 1 ea 1 ea 1 ea 1 ea 1 ea
CounterTop w/ BackSplash ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg Base Cab 1 Door 1 Drawer Drawer Stack 3H 1 Reg 1 Float 1 File CounterTop w/ BackSplash Drawer Stack 3H 1 Reg 1 Float 1 File CounterTop w/ BackSplash Base Cab 2 Door 2 Drawer CounterTop w/ BackSplash Drawer Stack 3H 1 Reg 1 Float 1 File Base Cab 1 Door Base Cab 2 Door	1 ea 6 ea 6 ea 1 ea 1 ea 1 ea 1 ea 1 ea 1 ea 1 ea 1
CounterTop w/ BackSplash ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg Base Cab 1 Door 1 Drawer Drawer Stack 3H 1 Reg 1 Float 1 File CounterTop w/ BackSplash Drawer Stack 3H 1 Reg 1 Float 1 File CounterTop w/ BackSplash Base Cab 2 Door 2 Drawer CounterTop w/ BackSplash Drawer Stack 3H 1 Reg 1 Float 1 File Base Cab 1 Door Base Cab 2 Door Wall Cab 0 Door FinInt	1 ea 6 ea 6 ea 1 ea 1 ea 1 ea 1 ea 1 ea 1 ea 1 ea 1
CounterTop w/ BackSplash ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg Base Cab 1 Door 1 Drawer Drawer Stack 3H 1 Reg 1 Float 1 File CounterTop w/ BackSplash Drawer Stack 3H 1 Reg 1 Float 1 File CounterTop w/ BackSplash Base Cab 2 Door 2 Drawer CounterTop w/ BackSplash Drawer Stack 3H 1 Reg 1 Float 1 File Base Cab 1 Door Base Cab 2 Door Wall Cab 0 Door FinInt Cubby Cabinet FinInt	1 ea 6 ea 6 ea 6 ea 1 ea 1 ea 1 ea 1 ea 1 ea 1 ea 1 ea 1
CounterTop w/ BackSplash ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg ADA Sink Apron w/ Panel & Leg Base Cab 1 Door 1 Drawer Drawer Stack 3H 1 Reg 1 Float 1 File CounterTop w/ BackSplash Drawer Stack 3H 1 Reg 1 Float 1 File CounterTop w/ BackSplash Base Cab 2 Door 2 Drawer CounterTop w/ BackSplash Drawer Stack 3H 1 Reg 1 Float 1 File Base Cab 1 Door Base Cab 2 Door Wall Cab 0 Door FinInt Cubby Cabinet FinInt Wall Cab 2 Door	1 ea 6 ea 6 ea 6 ea 1 ea 1 ea 1 ea 1 ea 1 ea 1 ea 1 ea 1
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Base Cab 0 Door 0 Drawer FinInt	1 ea	
Base Cab 1 Door 1 Drawer	1 ea	
	1 ea	
Drawer Stack 3H 1 Reg 1 Float 1 File		
CounterTop w/ BackSplash	1 ea	
Ceiling Millwork Panels		
Ceiling Type Millwork Panels	50	
Ceiling Millwork Ladder Frame Substrate and All Thread Hangers	1	
Celling Mill work Ladder I fame Substrate and All Thread Hangers	<u>I</u>	
arge Courtroom		
Base Cab 0 Door 0 Drawer FinInt	1 ea	
CounterTop No Splash - Wood	5 ea	
Die Wall Flat Vertical	20 ea	
Millwork Gates	1	
Stained Wood Wall Cap	210 lin ft	
Footrail	60 lin ft	
Custom Stained Handrail	190 lin ft	
Base Cab 1 Door 1 Drawer	3 ea	
Base Cab 2 Door 2 Drawer	1 ea	
Drawer Stack 3H 1 Reg 1 Float 1 File	2 ea	
and Countroon		
Small Courtroom Resp. Cab A Dear A Drawer Finish	2 00	
Base Cab 0 Door 0 Drawer FinInt	3 ea	
CounterTop No Splash - Wood	5 ea	
Die Wall Flat Vertical	21 ea	
Millwork Gates	1	
Stained Wood Wall Cap	210 lin ft	
Footrail	60 lin ft	
Custom Stained Handrail	130 lin ft	
Base Cab 1 Door 1 Drawer	3 ea	
Base Cab 2 Door 2 Drawer	1 ea	
Drawer Stack 3H 1 Reg 1 Float 1 File	2 ea	
Hearing Courtroom		
Base Cab 0 Door 0 Drawer FinInt	3 ea	
CounterTop No Splash - Wood	5 ea	
Die Wall Flat Vertical	9 ea	
Millwork Gates	1	
Stained Wood Wall Cap	120 lin ft	
Custom Stained Handrail	80 lin ft	
Base Cab 1 Door 1 Drawer	3 ea	
Base Cab 2 Door 2 Drawer	1 ea	
Drawer Stack 3H 1 Reg 1 Float 1 File	2 ea	
Drawer stack off fried fried	2 00	
Hearing Room, Large Courtroom, and Small Courtroom Wall Panels		
Wall Wood Veneer Panels	39	
Oranis de la constante de la c		
Commission Chambers	20 " "	
Stained Wood Wall Cap	30 lin ft	
Custom Stained Handrail	150 lin ft	
CounterTop No Splash - Wood	3 ea	
Die Wall Flat Vertical	7 ea	
Chair Bail		
Chair Rail Stained Wood Chair Rail	1,640 lin ft	
Stained Wood Oriali Itali	1,040 11111	
Countertop Supports		
Countertop Supports	1	
0		
Quartz Countertops	1	
Quartz Countertops	1 1	
Sub Decks	ı	

		TOTAL	\$ 458,587.00		
Alternates / Change Orders					
Commission Chamber, Larg	ge Courtroom, Small Court	room, and Hearing	Room Raised Platfe	orm Ma	terials and
Installation Raised Platforms				1	
Commission Chamber, La Materials and Installation	arge Courtroom, Small Court	room, and Hearing	Room Raised Platforn	n 1	\$ 50,051.00
Deductive Alternate 005 - D Deductive Alternate 005 - De				1	
Deductive Alternate 005 -	· Delete Building B			1	(\$ 2,400.00)
Deductive Alternate 009 - D Deductive Alternate 009 - De		els		1	
Deductive Alternate 009 -	- Delete Ceiling Millwork Pane	els		1	(\$ 38,124.00)
Additive Alternate - Stained Millwork Cloud Upgrade	Veneer Millwork Clouds In	ı Lieu of Plastic La	minate (Pending)	1	
Additive Alternate - Stain	ed Veneer Millwork Clouds In	n Lieu of Plastic Lan	ninate	1	\$ 4,600.00
Please Note: Prices valid	for 30 days.				
Acceptance of Estimate					
The above prices, specifications and Payment will be made as outlined ab		hereby accepted. You a	are authorized to do the wo	ırk as spe	ecified.
Accepted: Jaynes Corporation	Ву:			ate:	

Proposal

Firebird Structures

PO Box 93685, Albuquerque, NM 87199 (505) 554-1146 Fax (505) 554-1639 License. #369376

Date: REVISED 3/2/16	Job Name & Location: Cibola County Admin Main Package
PROPOSAL SUBMITTED TO:	Grants, NM
Jaynes Corporation	•
ATTN: A	
ATTN: Andrew Sutliff/Rusty Hiers	Date of Plans: Through Addenda 3
Phone #: Fax #:	Architect:
I .	

We hereby submit a proposal for the following work:

EIFS/Weather Barrier:

- 1. Install new weather barrier over the new exterior sheathing at locations of stone and EIFS.
- 2. Install new EIFS system over the weather barrier at locations shown to be EIFS
- 3. EIFS system to include weather barrier, insulation in thicknesses shown, basecoat and reinforcing mesh (high impact resistance included at the sidewalk to 8' AFF), and an acrylic finish coat.
- 4. Separate EIFS price is provided to install a new EIFS system on the south and a portion of the east side of the building as shown on the revised Building B floor plan.

Exclusions:

New Mexico Gross Receipts Tax, P&P Bonds, temporary partitions, dust control, barricades, caulking, sealants, temporary power, water or lighting, door frame installation, insulation, layout, backing, blocking, non-standard work hours or overtime, or any work not mentioned above

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Building A EIFS/Weather Barrier

\$127,567.00

Building B EIFS/Weather Barrier at south and part of east side \$26,160.00

Qualifications of proposal:

- 1. Payment to made as follows: Net 21 Days. No retainage may be held upon acceptance of this proposal. If payment is not made in full, 1.5% interest per month will be owed on past due monies per the Retainage Act of New Mexico § 57-28-5 NMSA 1978.
- 2. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner or general contractor is responsible to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.
- 3. Work to be carried out according to a schedule that is agreed upon by both the general contractor and Firebird Structures
- 4. This proposal may be withdrawn by us if not accepted within 30 days by written commitment.

A		
Authorized Signature:		



Southwest Glass & Glazing, Inc.

7301 Bluewater Rd., NW Albuquerque, New Mexico 87121

P.O. Box 90367 Albuquerque, New Mexico 87199 505-345-5565 505-345-5964 fax

Mobile # - (505) 453-8325

www.southwestglass.com NM License # 10764 - GS-14

D.O.L Registration # 002272920110706 Expires -7/6/2016

Resident Contractor # L0095673920

Project Information:				
Job Name:	Cibola County Admin/Judicial Complex			
Location:	Grants, NM			
Architect:	NCA			
Contractor:	Jaynes Corporation			
E-Mail	andrew.sutliff@jaynescorp.com			
Phone:	345-8591			
Attention:	Andrew Sutliff/Rusty Heirs			

Date	Time of Bid Opening:				
03/07/16					
Estimator:					
David Lopez					

Quotation

SECTION		supply/install
74243	Composite Wall Panels, .125 Aluminum Column Covers 2ea. Priced	Yes
84113	Aluminum Framed Entrances and Storefronts	Yes
84413	Glazed Aluminum Curtain Walls	Yes
88000	Glazing ,Per Glazing types on A -631 & 632	Yes
88850	Security Glazing per addendum 2	Yes
111713	Thru- Glass Speak Thrus	Yes
No spec.	Bullet Resistant Level III Glazing	Yes
	Bond Premium Included!	
	SWG&G will provide insurance as required by the specifications only. Any additional	
	insurance required by the GC beyond the specified requirements will be furnished at the GC's	
	expense, SWG&G will not offer any Warranties beyond our Manufacturer's stated Warranties.	
	Hollow metal glazing price is based on frames being provided with glass stops installed at proper depth to receive specified glazing and all screws installed.	
	DUE TO THE INSTABILITY OF MATERIAL PRICES, THIS QUOTE IS VALID FOR 30	
	DAYS ONLY. ALL ORDERS RECEIVED FOR QUOTATIONS OVER 30 DAYS OLD	
	ARE SUBJECT TO REVIEW!	
	Addendum #3 Base Bid	\$301,680.00

Exclusions: Cleaning, protection of jobsite stored or installed material, gross receipts tax, intial installation of hollow

hollow metal stops, installation of wood stops, finish hardware, custom color, exotic or XL paint, vapor barriers.

NOTES:



Proposal

7401 Los Volcanes NW, Albuquerque, NM 87121

Phone: 505-883-1967, Fax: 505-883-3256

New Mexico Lic. # 23723

Project: Cibola Cty Admin

Location: Grants NM

Addenda: 1,2,3

Adj. Total

Bid Date: 3/4/2016

To: Jaynes Corporation, Attn: Andrew Tryon Estimator: Gerald Lucero Sections Description Amount **Ceramic Tile** \$185,369.00 **Exterior Stone Tile Work** \$129,720.00 Resilient Flooring and Base \$32,744.00 Carpeting \$165,620.00 **Excludes anti-static carpet in building "B" **Bond** \$4,596.00 TOTAL: \$518,049.00 QUALIFICATION F.O.B.: EXCLUSIONS: Taxes, major floor preparation, gringing, final cleaning, and protection ALTERNATES: \$18,402.00 ALT #5 Bldg B - Delete all finishes **DEDUCT** ALT #8 Warm Shell - Add carpet tile and vinyl base ADD \$15,450.00 Delete tiled wainscot in rooms B102, B108, B107, B109, and B126 **ALT #10 DEDUCT** \$25,626.00 DEDUCT ALT #11 Delete all finishes in Bldg. B except for vinyl base and carpet in room E103 \$14,315.00

Thank You



www.eaglerocknm.com

Job Name: Cibola County Administrative Complex A&B

Job Location: Grants, NM

Date: September 30, 2015 / October 23, 2015 / December 3, 2015 / January 13, 2016 / January 19, 2016 / March 8, 2016

Addendum: Quote based on 100% documents

In accordance with the plans and specifications and/or as hereon, we hereby agree to furnish $% \left(1\right) =\left(1\right) \left(1\right) +\left(1\right) \left(1\right) \left(1\right) +\left(1\right) \left(1\right)$

ALL LABOR AND MATERIALS NECESSARY TO COMPLETELY INSTALL

ACOUSTICAL CEILING: SECTION: 095100

TYPE OF MATERIAL BID:

Building A Artic #661 (40,400 SqFt)

Artic #660 (8,200 SqFt) 15/16 grid (48,600 SqFt)

Building B

Artic #661 (3,500 SqFt) 15/16 grid (3,500 SqFt) Total: <u>\$146,738.00</u>

Building B: \$7,525.00

Dispatch: \$4,515.00 **EMS:** \$3,010.00

Credit Shell B160: \$9,167.00

 4" Linear Wood *Armstrong:
 \$64,021.00

 4" Linear Metal Wood *Rockfon:
 \$45,041.00

 2 x2 Lay In Wood *Armstrong:
 \$41,610.00

 2 x2 Metal Wood *Rockfon:
 \$37,603.00

EXCLUSIONS: FOLLOWING ITEMS ARE NOT INCLUDED IN THIS BID

- 1. NO TAX NO BOND / IF BOND APPLY ADD 3%
- 2. NO HANGER WIRE ON LIGHT FIXTURES OF ANY KIND, NO WIRE ON DIFFUSERS
- 3. IF SPECS REQUIRE WIRES FOR LIGHTS ADD \$8.00 PER STANDARD LAY IN LIGHT MAX 2 WIRES PER LIGHT ON DIAGONAL CORNERS
- 4. NO ACCESS PANELS OF ANY KIND
- 5. NO EXPANSION JOINTS OF ANY KIND
- 6. NO CAULKING OF WALL ANGLE
- 7. NO PATCH OF ANY KIND UNLESS OTHERWISE NOTED

INCLUDED SISMIC BRACING - UP TO HEIGHT AS SPEC IN PLANS

THIS BID IS GOOD FOR 30 DAYS FROM BID DATE

	ign & email / fax <u>erocknm.com</u> / 505.828.3534	Respectfully Submitted, Andrew Salas
(Contractor)	(Owner)	andrew@eaglerocknm.com
Ву		NM License #60444
Date _	Sub	Reg. #002309920110831
	7700 Florence Ave NE + Albuque	erque, NM 87122 • (505) 828-2535 • Fax: (505) 828-3534



ROCKING THE SOUTHWEST FOR OVER 50 YEARS

116 Industrial Ave NE (505) 345-8283

Fax (505) 345-7528

Albuquerque , NM 87107 www.lesfiledw.com

NM License # 006221 NM Dept. of Labor Registration # 0002120060701 100% Documents Budget only

Bid:	Cibola County Admin Building	Date:	3/9/2016	
Attn:	Estimating Department	Plan Date:	10/30/2015	
Addendur	n: 2	Contact:	Bruce	Cell: 505-480-2292

Bid Sections	054000 Light Gage Metal Framing				
	061600 Sheathing				
	092900Gypsum Board Assemblies				
	,				
	Alt 5 \$81,925				
	Alt 8 \$8,424				
	Total Base Bid:	\$	963,217		
Add options:	Hollow Metal Door Frame Install \$21,346.00				
*****	ADD FOR BOND NOT INCLUDED IN BASE BID 1.03%	•	0.055.00		
	ADD FOR BOND NOT INCLUDED IN BASE BID 1.03% PROPOSAL VALID FOR 30 DAYS FROM BID DATE	Ф	9,955.06		
	MATERIAL QUOTES GOOD THROUGH 4th QTR. 2015. MUST BE				
	NOTIFIED WITHIN 30 DAYS OF BID DATE TO SECURE MATERIAL QUOTES				
	INOTH IED WITHIN 30 DATS OF BID DATE TO SECONE WATERIAL QUOTES				

Job Specific Inclusions: cdx back sides of parapit

Job Specific Exclusions: CDX AND floor FRAMING IN COURTROOMS and between grid e10-e11Tie-in or reframing for H/M jambs not on site during the framing process (tie-in will be charged 1hr @ T&M rates per jamb). Any work associated with Metal building: purlins,panels etc. Tyvek wrap, building paper, sheathing joint treatment

Standard Exclusions: Layout, Blocking, Gauged Metal or Wood Backing, Wood or Plywood, Hot Formed Steel, Clip Angles to straighten structure, Architectural and or exposed Caulking, Acoustical Caulking, Fire Caulking At Top of Drywall Partitions, Fire Penetrations, Grout, Perimeter/Foundation Insulation, Thermal Building Insulation, Sound Batt Insulation, Insulation in Built up Components (ie:lintels, trimmers), Isolation Foam Gaskets at studs or track, Access Doors, Door & Window Frames, Gyp On Roof Deck, Temporary Heating For Drywall or Stucco, Secondary Water or Weather Barrier, all Flashings, Roof Flashing or Roof Fry Reglet, Sub-Framing for Metal Veneers/Panels, Prep Work For Tile Setter On Dura-a-rock or Dens-shield, Primer Before Texturing, Prep Coat Before level 5 Finish, Supply or install anchor bolts in concrete. Repair and Patch of any Trade Damage to our scope of Work, Color Boards, Shop Drawings, Engineering, Shoring, Pollution Liability Insurance with Mold Insurance Rider, Tax, and Bond.

Customer to pay NM gross receipts and applicable Indian tax on price and provide non-taxable transaction certificate.



207 Old Coors Drive SW Albuquerque, NM 87121 Office: (505) 268-8452 Cell: (505) 980-1718

Fax: (505) 352-6224

PROPOSAL

March 7, 2016

Jaynes Corporation Albuquerque, NM

Attention: R. Heirs

RE: CIBOLA ADMIN - PRICING PER ADDENDUM 3

Dear Rusty,

The base bid and scope of work for the above referenced project is as follows per addendum **3** three:

Base Bid \$260,086.74

Scope:

- Interior Paint
- Exterior Paint

> Alternate #8 \$4,202.00

> Alternate #9 \$520.00

> Alternate #10 \$4,100.00

> Alternate #11 \$3,620.00



To: Andrew Sutliff, Jaynes

From: Eddy Mindlin

Subj: Cibola Admin Bldg/ Mats: AS SPECIFIED

Date: March 8, 2016

Hi Andrew:

Product= SafeTrack recessed aluminum foot grille with frames for level base application, no drain pan.

3' 4" x 8' 4" = \$2,448.00 each

Total cost for THREE MATS (all the same size) materials and freight: \$7875.00.

Thanks very much.

Sheet: 1 of 2



Proposal

National Heating & Ventilating 818 Iron SE

Albuquerque, New Mexico 87102

Office: 505.242.5828 FAX: 505.243.7626

Bid Date: 03/08/2016
BS#: 15-129
Addendums: 3
License # 1076
NM DOL # 2309020110826

Base On Plans Dated: See List Below

Submitted to: BIDDERS Attention: ESTIMATOR JOB NAME Cibola Admin VE Admin #3 **LOCATION: Grants NM** We offer the following price(s), firm for 30 days from bid date for performance Of work and furnishing of materials for Mechanical Work covered by applicable plans and specifications as follows: Mechanical, General, and Special Conditions as applicable We propose to install per the plans and specifications complete HVAC and Plumbing Systems during standard working hours. We have included with our Pricing: SCOPE: DIVISION 22 & 23 Plumbing and HVAC: All Equipment, Fixtures, Vents and Piping Insulation, Piping that is our work to five feet outside the building foot print. HVAC Duct, HVAC Controls, Equipment Startups, HVAC Duct Insulation. That is Identified on the Plan Sheets: M -001 7/23/2014, MD-101B1 7/23/2014, MD -102B1 7/23/2014, MH101B1 7/23/2014, MH-102B1 7/23/2014, P-001 7/23/2014, P-601 7/23/2014, P-801 7/23/2014, PP-101B1 7/23/2014, PP-102B1 7/23/2014, PP-10BB1 7/23/2014 We have Included One Commissioning Team Member in our Pricing. We will Test and Prove Alf Our Work. DIV 22 & 23 | MECHANICAL CONTRACTOR BASE BID **HVAC Including:** Supply and Install HVAC Ductwork, and Equipment Identified on the Plans Air Distribution, Start-up of Equipment, Furnish Only, Architectural Access Doors for our Contract Furnished Equipment Vibration Isolation (HVAC Equipment /Duct ONLY), Dampers, hand, splitter, control, fire, smoke & backdraft where noted on mech. drawings only Demo/Relocation per Mechanical Plans, Piping and Ductwork Insulation (external), HVAC Controls, HVAC Insulation Plumbing Including: Plumbing and Piping: Domestic water, Sewer, HVAC Piping, Plumbing Excavation Piping Insulation Plumbing Equipment TOTAL BASE BID \$1,878,206 0001 DEDUCTIVE ALTERNATE BUILDING B All Labor And Material To Complete Building B DEDUCT TOTAL \$128,912 0002 DEDUCT PER ASI#05 Labor & Material To Deduct Five (5) Penal Fixtures Per DEDUCT TOTAL \$14,68

Exclusions:

Hold Harmless Premium Cost

Gross Receipts Tax

Bond Premium Fee (1.5% if needed)

Waiver of Subrogation

Master Meter Responsibility, Temporary Sewer, Toilet Facilities, Heat or Water

Trenching & Backfill for Perimeter Insulation and Perimeter Insulation

Trench, Backfill, Concrete, or Other Materials for Underground Ducts (Foreign fill)

Cutting or Patching of Architectural Surfaces, Including Pipe or Duct Penetration

Carpentry, all Painting, Formed Concrete, or Rebar

Concrete Ex-Rays, Cutting, Removal, or Replacement of Concrete or Asphalt

Fire Rated Enclosures at Diffusers and Grease Exhaust Ducts

Engineering Surveying, Soil Tests, or Compaction Tests

Fire stopping of Penetrations through Fire Rated Construction

Electric Wiring; Starters; Disconnects (except where specified on mechanical drawings)

Structural Roof Curbs and structural supports for Mechanical Equipment

Pro-Rate Utility Costs, Restoration Fees, Utility Expansion Charges, and Standby Charges

Temporary Utilities and Facilities

Wood Supports and Wood Curbs Irrigation, Landscaping, or Dewatering

irrigation, Landscaping, or Dewaterin

Asbestos Abatement

Labor and Material Not Related to Included Items

Architectural Louvers

Ceiling, Wall, Floor, Roof Openings or Associated Frames

Fire Dampers (Not Clearly Shown on Mech. Drawings)

Metal Grating

Temporary Heating and Cooling

Cleaning of Existing HVAC Equipment and Ductwork

Security Bars (Fabricate and Install)

Utilities

Fire Protection

BIM Drawings

Structural Stands (On Structural Drawing)

Additional Insured T&B: By Owner

<u>NOTICE</u>: Neither the Contractor's License Bond nor the license issued under 60-13-19 of the Construction Industries Licensing Act protects the consumer if the contractor defaults on this contract.

Payment will be made as follows:

Upon completion of the work or on a monthly schedule, whichever is sooner.

Sheet: 2 of 2



Proposal

National Heating & Ventilating 818 Iron SE

Albuquerque, New Mexico 87102

Office: 505.242.5828 FAX: 505.243.7626

Bid Date: 03/08/2016 BS#: 15-129 Addendums: 3 License # 1076 NM DOL # 2309020110826

Base On Plans Dated: See List Below

Attention: ESTIMATOR Submitted to: BIDDERS

JOB NAME Cibola Admin VE Admin #3

LOCATION: Grants NM

Acceptance proposal --- the above prices, specifications and conditions are satisfactory and are hereby accepted to do the work as specified. Payment to be made as outlined above.

John Pike (Plumbing / Piping Estimator)

OFFICE: 505,242,5828 Cell: 505.362-2972 Ext. 107

Cesar Uriarte (HVAC) Estimator

OFFICE: 505.242.5828 Ext. 106

Cell: 505-362-3783

Tapatan Control of the Control of th	
As of bid date of March 8, 2016 National is holding a control number that we feel is above what actual cost should be. Per the explanation from both the engineer and the equipment manufacture controls for the Daikin system are to be stand alone and primarily supplied and commissioned by Varitec. Therefore as of time of bid we are confident that the control/wiring price can be significantly lower than the price we are holding within the proposal. At this time we are still waiting on two vendors to	,
1 submit their pricing to National. Possible savings:	Unknown
Per our equipment supplier: Due to Daikin being in the last month of their fiscal year (March) if we were to place the order for the entire Daikin system before March 31, 2016 the manufacture is ready 2 to provide an overall discount of the following. All of which would be passed directly to Jaynes Corp.	\$30k



McDADE-WOODCOCK, INC.

3/8/2016

Jaynes Corporation 2906 Broadway Ave Albuquerque, NM 87107

Attention: Andrew Sutliff

Reference: Cibola County Judicial Complex – 100% Proposal GMP Pricing

Dear Mr. Sutliff:

McDade-Woodcock, Inc. is pleased to provide our proposal for the electrical work on the above referenced project.

Our Proposal is based on the following documents as prepared by AC Engineering dated 10/30/2015:

I. Drawings: E-001 thru E-602, DS-101 and DS-301

II. Specifications: Division 26 – Electrical, Division 27 – Data-communications, Division 28-3100 Fire Alarm

We acknowledge the following addenda:

Addendum #001 – Dated 11/25/15 Addendum #002- Dated 12/04/15 Addendum #003 – Dated 03/01/16

The following Clarifications and Exclusions are an integral part of this proposal.

Our Proposal is based on the following:

- 1. An acceptable subcontract and project schedule. We have based this proposal on an anticipated 11 month construction schedule.
- 2. A normal work week of forty (40) hours in accordance with local rules and practices.
- 3. We have included the additional Zone 4 hourly wage increase to comply with the requirements of the Wage Decision issued for this project.
- 4. Electrical Permit fees have been included.
- 5. We have included clean-up of our own identifiable debris to a dumpster furnished by others.
- 6. The project schedule is to be provided by others. McDade-Woodcock, Inc. will provide electrical activities and durations for input by others.
- 7. This scope letter will become an integral part of the contractual agreement should McDade-Woodcock, Inc. be awarded this project.

CORPORATE

2404 Claremont Ave. NE Albuquerque, NM 87107

Mailing Address P.O. Box 11592 Albuquerque, NM 87192

Ph 505-884-0155 Fax 505-884-6073

DENVER

15335 E. Fremont Drive Centennial, CO 80112

Ph 303-803-1809 Fax 303-803-1818

COLORADO SPRINGS

7222 Commerce Center Drive Suite 245 Colorado Springs, CO 80919 Mailing Address P.O. Box 7349

Colorado Springs, CO 80933 Ph 719-264-1236

Fax 719-264-1450

Page 2

Cibola County Judicial Complex – 100% Proposal GMP Pricing

Clarifications Continued:

- 8. McDade-Woodcock, Inc. will not accept any retention provisions that are greater than those held on the general contractor by the owner and do not accept pay when or if paid clauses.
- 9. This proposal is based on all storage trailers and material being staged on site.
- 10. Overhead coiling doors, door motor operators/control stations and associated miscellaneous equipment are to be furnished and installed by others. McDade-Woodcock, Inc. has included one-point power/control connections to equipment furnished by others as shown on the electrical drawings.
- 11. We take exception to the specification requirement for "Center-hung" ladder-type cable tray. Our proposal is based on providing basket type cable tray of equal capacity supported by conventional trapezes and/or wall brackets.
- 12. The following special systems are included in our proposal per the drawings and specifications:
 - a) Fire Alarm System
 - b) Tele/Data System which includes the following:
 - i) Category 6 Cabling
 - ii) Equipment Racks and Cable Management per Sheet E-602
 - iii) IT Room Ladder Type Cable Tray
- 13. Per Addendum #2, the rough-in system is not included in our base bid for the following systems:
 - a) Security Access Control System
 - b) CCTV System
 - c) Audio/Visual System

The rough-in and equipment will be under a separate contract with Cibola County.

- 14. We have include the 120 volt connection power to the damper motors and the duct smoke detectors for the Holding Cell Smoke Removal System per the boxed note on Mechanical Drawing M-A102. All other equipment, remote switches, control wiring, etc. shall be provided by others.
- 15. All lighting and power branch wiring will consist of MC cabling within wall partitions and above ceilings. EMT conduit with die-cast fittings will be utilized for home-runs and mechanical equipment wiring.
- 16. We take exception to the specification requirement for 200% neutrals for the branch circuit wiring. Our proposal is based on using dedicated neutrals for each phase conductor sized at 100%.
- 17. As per Specification Section 11-1900 we have included rough-in only for DEC (Detention Equipment Contractor) and ESSC (Electronic Security Systems Contractor) only, equipment and cabling shall be by others for all security, access control and CCTV for detention area only. The equipment and cabling is to be provided and installed by others.
- 18. We have included installation of the (2) 75kw owner furnished generators. The ATS's are to be furnished and installed by McDade-Woodcock per drawing EP-B501.

Page 3

Cibola County Judicial Complex – 100% Proposal GMP Pricing

Clarifications continued:

- 19. Demolition is included for the existing Electrical Distribution System consisting of existing panelboards, switchboards, metering enclosures, dry-type transformers, exposed feeder conduits and cabling. All underground feeder conduits shall be cut of flush with grade and abandoned in place.
- 20. Our proposal includes pricing for an "As-Specified" light fixture package. We have provided a cost deduct for an "Substitute" light fixture package. Please refer to the attached Substitute Light Fixture Submittal Literature.
- 21. Our proposal incorporates the following VE options:
 - a) Distribution Equipment:
 - i) Provide series rated system.
 - ii) Delete the Surge Protection Devices from all branch panelboards. Provide one (1) main Surge Protection Device in Panel "4DP".
 - iii) Allow standard type dry transformers with aluminum windings in lieu of K-Factor Type, copper wound transformers.
 - b) Materials and Methods:
 - i) Delete the requirement for #10 neutral conductors for branch circuits.
 - ii) Allowed shared #12 neutral conductors for all branch circuiting. Circuit breaker handle ties would be provided for all multi-wire branch circuits as allowed by NEC.
 - iii) Allow MC cable homeruns to a gutter/wireway above panelboards. Conduit would extend from the wireway to the panelboard.
 - iv) Allow die-cast fittings in lieu of steel.
 - v) Substitute basket type cable tray in lieu of center-hung ladder tray.
 - vi) Allow the use of PVC 90 degree elbows in branch circuit underground conduit runs in lieu of taped or PVC coated rigid steel conduit.
 - vii) Aluminum conductors were utilized for all feeders. (allowed as an option per the drawings).
 - c) Special Systems:
 - i) Allow plenum rated fire alarm cabling without conduit. Conduit will stub from wall outlets to the ceiling space.
 - d) General Contractor Items:
 - i) Waive or eliminate Textura Fees.
 - ii) Provide crane or hoisting for installation of parking lot lighting poles.

We exclude the following:

- 1. Bond Premium (available on request).
- 2. Gross Receipts, Sales, USE, State and all miscellaneous taxes.
- 3. Document Development Fees, Engineering Fees and Document Reproduction Fees.
- 4. Heat Trace, Snow Melt, and Cathodic Protection.
- 5. Rock excavation and disposal.
- 6. Utility Company coordination, engineering, development/design and application fees for temporary or permanent power.

Page 4

Cibola County Judicial Complex – 100% Proposal GMP Pricing

Exclusions continued:

- 7. Temporary Construction Power. We have included an estimated cost adder below.
- 8. Consumption charges for temporary and permanent power or other utilities such as telephone, water, sewer, etc.
- 9. Cutting, patching, any and all painting and all other miscellaneous coatings.
- 10. Fire sealing, fireproof patching, damp proofing and water stops at conduit entrances/penetrations into buildings.
- 11. Penetrations and sealing of roofing, under building slab and roof membranes.
- 12. X-Ray or Ground Penetrating Radar Technology for wall, floor and ceiling penetrations.
- 13. Formed concrete including equipment pads, leveling channels, conduit curbs, pole bases.
- 14. Any and all grouting.
- 15. Temporary heat and all associated temporary power requirements.
- 16. Temporary facilities such as water, ice, sanitary and first aid facilities.
- 17. Independent testing laboratory services including concrete and compaction/density testing.
- 18. Surveying, Dust control, Seeding, Traffic Control, Barricading and Erosion Control.
- 19. Asbestos abatement and all work associated with hazardous materials.
- 20. Builders Risk Insurance.
- 21. Modification to existing construction to facilitate new installation and the repair, patching and modification of existing construction where demolition is required.
- 22. Control devices specified under equipment sections. McDade-Woodcock, Inc. has included power/control connections and installation of control devices furnished by others when indicated on the electrical drawings.
- 23. Work and costs associated with repairing and/or relocating existing underground electrical and communications conduits/cables affected by construction unless specifically indicated on the electrical drawings.
- 24. Costs associated with underground utility location services.
- 25. Smoke Control, BAS, HVAC instrumentation, Direct Digital Controls, Pneumatic Controls and Temperature Controls, including wiring, conduit and devices.
- 26. Plywood backboards as required in telecom/data and specialty areas.
- 27. The following Tele/Data items are specified and indicated on the drawings to be provided by the owner and therefore not included in our proposal:
 - a) Fiber Optic Cabling, termination and testing.
 - b) Category 6 Tele/Data devices, termination and testing
- 28. Access Doors/Hatches in walls and ceilings.
- 29. Construction Photographs and/or Videotaping of instructional and training sessions.
- 30. All Fencing and any associated grounding.
- 31. Third party testing of electrical systems.
- 32. Diesel fuel for generators for start-up, testing and final fill.
- 33. Work associated with Dispatch Antenna.

Page 5

Cibola County Judicial Complex – 100% Proposal GMP Pricing

Our Pricing is as Follows:

Base Bid \$ 1,627,104.00

Deductive Alternate #5 (Bldg B Electrical) Deduct <\$ 160,937.00 >

Deductive Alternate #9 (Bldg A Lighting) Deduct <\$ 5,017.00 >

Use Substitute Light Fixture Package Deduct <\$ 20,992.00 >

Includes Building A & B

(see attached submittal package)

Delete Tele/Data Conduit Stubs From Wall Deduct <\$ 20,194.00 >

Outlet to Ceiling Space – Provide Pullstrings to Plaster Ring

Estimated Temporary Construction Power Add \$ 15,000.00

Bond Add 0.65 %

Our subcontractor listing information is as follows:

NM Contractor's License Number: 017754 Classifications: EE98 & EL01& GA01

New Mexico State Resident Veteran Contractor Certification Number: L1244329280 New Mexico Department of Workforce Solutions Registration Number: 0188122011604

Please feel free to contact us if you require any clarification.

Sincerely,

McDade-Woodcock, Inc.

Randy Dupuy

New Mexico Operations Manager

randyd@mwieic.com (505) 884-0155 office

(505) 681-1972 cell

(505) 884-6073 fax

cc: Rob Rives - President/CEO

Randy Marci – Chief Estimator

attachments



332 Muriel NE Albuquerque, NM 87123

estimating@accustripe.com

Phone: 505-296-7529 Fax: 505-292-6190

NM Contractors License #. 25282

Quote Number: 40160 A rev Quote Date: Mar 4, 2016 Good Thru: Apr 3, 2016

Contact:

ANDREW SUTLIFF

Phone:

345-8591

Cell: Fax: 307-6467 345-8598

Email:

ANDREW.SUTLIFF@JAYNESCORP.COM

Page:

1

JAYN-ANDSUTL

JAYNES CORPORATION

P.O. BOX 26841

Company:

ALBUQUERQUE, NM 87125

Project Name:

CIBOLA COUNTY ADMIND BLDG

Job #40160

700 E. ROOSEVELT AVE

GRANTS, NM addenda 3

PAVEMENT MARKING SERVICES Since 1980!

Quantity	Unit	Description			Total
267 12 6	<each EA EA EA</each 	***ACCUSTRIPE ACKNOWLEDGES THAT THIS PROJECT HAS A PREVAILING WAGE RATE*** ***LAYOUT AND STRIPE NEW ASPHALT ONE COAT OF REFLECT PAINT PER SPECIFICATION*** *PER ANDREW TRYON 12/01/2015 NORTHWEST PARKING LOT WORK IS EXCLUDED IN BASE BID AND ACCOUNTE FOR IN ADDITIVE ALTERNATIVE # 3 BELOW *BASE BID: NORTH EAST/MAIN/AND BBUILDING B PARKING LOT REFLECTORIZED PARKING SPACES - SINGLE LINE - YELLOW REFLECTORIZED HANDICAPPED ACCESS AISLES MITH ASILON	NG:		à
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		GROUND MOUNT			
Payment is due u	Payment is due upon completion of work. We gladly accept VISA and MASTERCARD f your payment convenience. Sales Tay Thank you for the opportunity to Bid!				Continued Continued
estimating@accustripe.com Total			Continued		



estimating@accustripe.com *Phone:* 505-296-7529 *Fax:* 505-292-6190

NM Contractors License #. 25282

Contact: Phone: ANDREW SUTLIFF 345-8591

Cell:

307-6467

Fax:

345-8598

Email:

ANDREW.SUTLIFF@JAYNESCORP.COM

Job#

Page:

40160 A rev

Quote Date:

Mar 4, 2016 Good Thru:

Apr 3, 2016

2

Company:

JAYN-ANDSUTL

JAYNES CORPORATION

P.O. BOX 26841

ALBUQUERQUE, NM 87125

Project Name:

CIBOLA COUNTY ADMIND BLDG

700 E. ROOSEVELT AVE

GRANTS, NM addenda 3

Quantity	Unit	Description			Total
46 290 500	EA LF LF	LUMP SUM: * *ALTERNATE #1 - PARKING LOT STRIPING IN IN AREA DESI BY KEYNOTE AD-1 SHEET AS-101* REFLECTORIZED PARKING SPACES - SINGLE LINE - YELLO REFLECTORIZED CENTERLINES OF DOUBLE BAYS - 4" REFLECTORIZED CROSSHATCHED ISLANDS LF NO MOBILIZATION CHARGE WILL BE ADDED IF DONE AT S TIME AS BASE BID, SEPARATE MOBILIZATIONS ADD \$500.00 LUMP SUM:	TE #1 - PARKING LOT STRIPING IN IN AREA DESIGNATED OTE AD-1 SHEET AS-101* ORIZED PARKING SPACES - SINGLE LINE - YELLOW ORIZED CENTERLINES OF DOUBLE BAYS - 4" ORIZED CROSSHATCHED ISLANDS LF IZATION CHARGE WILL BE ADDED IF DONE AT SAME ASE BID, SEPARATE MOBILIZATIONS ADD \$500.00 EA		9,965.00 1,115.00
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Payment is due	У	n of work. We gladly accept VISA and MASTERCARD four payment convenience.	Subtotal Sales Tax		Continued Continued
		u for the opportunity to Bid! ing@accustripe.com	Total		Continued



estimating@accustripe.com *Phone:* 505-296-7529 *Fax:* 505-292-6190

NM Contractors License #. 25282

Contact: Phone:

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307-6467 345-8598

Email:

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Job#

Page:

40160 A rev

Quote Date:

Mar 4, 2016

Apr 3, 2016

Good Thru:

3

Company:

JAYN-ANDSUTL

JAYNES CORPORATION

P.O. BOX 26841

ALBUQUERQUE, NM 87125

Project Name:

CIBOLA COUNTY ADMIND BLDG

700 E. ROOSEVELT AVE

GRANTS, NM addenda 3

Quantity	Unit	Description		Total
1	EA	POSTS - HANDICAP IN ASPHALT FURNISH AND INSTALL SEVEN LOOP POWDER COATED BIKE SURFACE MOUNTED LUMP SUM:	RACK	\$ 3,550.00
Payment is due	upon completio	on of work. We gladly accept VISA and MASTERCARD f	ubtotal	\$ 20,985.00
		Sa u for the opportunity to Bid!	les Tax	
	estimat	ting@accustripe.com	Total	\$ 20,985.00



estimating@accustripe.com Phone: 505-296-7529

505-292-6190 NM Contractors License #.

Contact: **ANDREW SUTLIFF**

Phone: 345-8591 Cell: 307-6467

Fax: 345-8598

Company:

Email: ANDREW.SUTLIFF@JAYNESCORP.COM

> JAYN-ANDSUTL **Project Name:**

CIBOLA COUNTY ADMIN BUILDING

700 E ROOSEVELT AVE

25282

Job #40160

40160 B REV

Quote Date:

Mar 4, 2016

Apr 3, 2016

Good Thru:

Page:

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GRANTS, NM addenda 3

JAYNES CORPORATION

P.O. BOX 26841 ALBUQUERQUE, NM 87125

Quantity	Unit	Description		Total
267	<each< td=""><td>***ACCUSTRIPE ACKNOWLEDGES THAT THIS PROJECT PREVAILING WAGE RATE*** ***LAYOUT AND STRIPE NEW ASPHALT - ONE COAT OF *PER ANDREW TRYON 12/01/2015 NORTHWEST PARKIN WORK IS EXCLUDED IN BASE BID AND ACCOUNTE FOR ADDITIVE ALTERNATIVE # 3 BELOW *BASE BID: NORTH EAST/MAIN/AND BBUILDING B PARK *ALTERNATE BID: VALUE ENGINEERING, ELIMINATE RE PAINT* PARKING SPACES - SINGLE LINE</td><td>PAINT*** G LOT IN (ING LOTS*</td><td></td></each<>	***ACCUSTRIPE ACKNOWLEDGES THAT THIS PROJECT PREVAILING WAGE RATE*** ***LAYOUT AND STRIPE NEW ASPHALT - ONE COAT OF *PER ANDREW TRYON 12/01/2015 NORTHWEST PARKIN WORK IS EXCLUDED IN BASE BID AND ACCOUNTE FOR ADDITIVE ALTERNATIVE # 3 BELOW *BASE BID: NORTH EAST/MAIN/AND BBUILDING B PARK *ALTERNATE BID: VALUE ENGINEERING, ELIMINATE RE PAINT* PARKING SPACES - SINGLE LINE	PAINT*** G LOT IN (ING LOTS*	
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		GROUND MOUNT		
Payment is due t		n of work. We gladly accept VISA and MASTERCARD four payment convenience.	Subtotal Sales Tax	Continued Continued
		ı for the opportunity to Bid! ing@accustripe.com	Total	Continued



estimating@accustripe.com Phone: 505-296-7529

Fax: 505-292-6190

NM Contractors License #. 25282

Quote Number: 40160 B REV Quote Date: Mar 4, 2016 Good Thru: Apr 3, 2016

Contact:

ANDREW SUTLIFF

Phone:

345-8591

Cell: Fax: 307-6467 345-8598

Email:

ANDREW.SUTLIFF@JAYNESCORP.COM

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JAYN-ANDSUTL

JAYNES CORPORATION

P.O. BOX 26841

ALBUQUERQUE, NM 87125

Project Name:

CIBOLA COUNTY ADMIN BUILDING

700 E ROOSEVELT AVE

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Quantity	Unit	Description		T	otal
46 290 500	EA LF LF	LUMP SUM: * *ALTERNATE #1 - PARKING LOT STRIPING IN IN AREA DE BY KEYNOTE AD-1 SHEET AS-101* PARKING SPACES - SINGLE LINE - YELLOW CENTERLINES OF DOUBLE BAYS - 4" CROSSHATCHED ISLANDS LF NO MOBILIZATION CHARGE WILL BE ADDED IF DONE AT TIME AS BASE BID, SEPARATE MOBILIZATIONS ADD \$500 LUMP SUM:	SAME	\$	9,965.00
34 2 1 71 1 2 1	EA EA LF EA EA EA	*ALTERNATE #3- NORTHWEST PARKING LOT* PARKING SPACES - SINGLE LINE - YELLOW HANDICAPPED SYMBOLS - standard HANDICAPPED ACCESS AISLES WITH 12" NO PARKING S CENTERLINES OF DOUBLE BAYS - 4" CROSSHATCHED CROSSWALK MOTORCYCLE PARKING SPACES - SINGLE LINE STENCIL-8" - "MOTORCYCLE" NO MOBILIZATION CHARGE WILL BE ADDED IF DONE AT TIME AS BASE BID, SEPARATE MOBILIZATIONS ADD \$500 LUMP SUM: * ALTERNATE #3 - SIGNAGE / BUMPER BLOCKS / BIKE RAG FURNISH AND INSTALL - 6' CONCRETE BUMPER BLOCKS	SAME 0.00 EA CKS:	\$	595.00
2	EA	ASPHALT FURNISH AND INSTALL SIGNS ON 1 3/4" TELSPAR BREAD POSTS - HANDICAP IN ASPHALT	KAWAY		
Payment is due u	У	n of work. We gladly accept VISA and MASTERCARD four payment convenience.	Subtotal Sales Tax	С	ontinued ontinued
		u for the opportunity to Bid! ing@accustripe.com	Total	С	ontinued



estimating@accustripe.com

Phone: 505-296-7529
Fax: 505-292-6190
NM Contractors License #.

25282

40160 B REV Quote Date: Mar 4, 2016 Good Thru: Apr 3, 2016

Contact:

ANDREW SUTLIFF

Phone:

345-8591

Cell: Fax: 307-6467 345-8598

Email:

ANDREW.SUTLIFF@JAYNESCORP.COM

Job#

Page: 3

Company:

JAYN-ANDSUTL

JAYNES CORPORATION

P.O. BOX 26841

ALBUQUERQUE, NM 87125

Project Name:

CIBOLA COUNTY ADMIN BUILDING

700 E ROOSEVELT AVE

GRANTS, NM addenda 3

Quantity	antity Unit Description		Total
1		FURNISH AND INSTALL SEVEN LOOP POWDER COATED BIKE RACK SURFACE MOUNTED LUMP SUM:	\$ 3,550.00
	,		
Payment is due	y	Subtota of work. We gladly accept VISA and MASTERCARD f our payment convenience. Sales Tax	
	Thank you estimat	u for the opportunity to Bid! ing@accustripe.com Tota	\$ 20,140.00



Custom Grading, Inc.

PO Box 94088 Albuquerque, NM 87199 michael@cginm.com Office: 505-897-4225 Fax: 505-792-2399

March 7th, 2016

JAYNES CORPORATION

ATTN: ANDREW/RUSTY

RE: SITEWORK: CIBOLA COUNTY ADMIN BLDG (Revised w/3 addendums)

SITEWORK TO INCLUDE:

(BASE BID)

PRICE: \$125,579.00

DEMOLITION AND REMOVAL OF EXISTING ASPHALT, SIDEWALK, VALLEY GUTTER.

HAUL ALL DEBRIS OFF SITE (All other demo or Interior scope Excluded)

CUT, FILL AND COMPACT SITE, HAUL ALL EXCESS SOIL OFF SITE

GRADE FOR SITE CONCRETE +/-.10' AS PER PLANS

RETURN TRIP TO FINISH GRADE SITE TO +/- 0.10' AS PER PLANS

12" SUBGRADE PREP OF ENTIRE PAVING AREA --- BACK/EAST PAVING AREAS

PROVIDE, PLACE AND COMPACT 6" OF AGGREGATE BASECOURSE AS PER PLANS

FINE GRADE AREA TO RECEIVE NEW ASPHALT PAVING

INSTALL 3" OF NEW ASPHALT, PROPERLY ROLL AND COMPACT (APPROX 26,112 SF)

NOTE: SECTION PER PATCH DETAIL ON LANDSCAPE PLAN

SITEWORK TO INCLUDE:

(ALT #2)

PRICE: \$9,710.00

Scope to demo/dispose of existing asphalt for two new entry islands (approx. 4,800 SF), rough/finish grade for curb and island backfill. Excludes any landscape work. Any/all patch or sawcut per unit cost below.

SITEWORK TO INCLUDE:

(ALT #3)

PRICE: \$45,605.00

Entire Scope to demo, grade and re-pave the rear/west parking area (APPROX 16,842 SF). Asphalt section will be same assumed section as above, 3" asphalt over 6" ABC. Only valid if done along with base bid.

SITEWORK TO INCLUDE:

(SEALCOAT ONLY)

PRICE: \$59,965.00

SWEEP AND BLOW OFF ENTIRE AREA TO BE SEAL COATED

FILL CRACKS OVER 1/4" WITH HOT POUR MATERIAL (TOTAL LF: 24,080 LF)

PREPARE ENTIRE SURFACE FOR INSTALLAION OF SEAL COAT MATERIALS

APPLY SEAL COAT PER MANUFACTURES SPECIFICATIONS (APPROX 206,775 SF). Area per AS-101 limits NOTE - NOT A "MICRO-SEAL". PRICE BASED ON STANDARD SEAL COAT PRODUCT FROM SEALMASTERS.

SAWCUTTING TO INCLUDE:

PRICE: \$1.25/LF

SAWCUT ASPHALT OR CONCRETE PER UNIT COST ABOVE – not to exceed 6" cut depth

ASPHALT PATCHING TO INCLUDE:

PRICE: \$7.25/ S.F.

CLEAN AND TACK EDGES FOR AREA TO BE REPAIRED

6" SUBGRADE PREP OF EXISTING SOIL. PROVIDE/PLACE 6" AGGREGATE BASE.

INSTALL AND COMPACT 3" OF ASPHALT PAVING @ Any curb patch or R&R needed in front or back Note: \$1,000 minimum mobilization fee for patch crew. Unit cost will apply to any base bid patch @ ALT #3

DOES NOT INCLUDE:

SWPPP/NOI- PERMITS OR MEASURES

SURVEY OR CONSTRUCTION STAKING - ALL BY GC

ASPHALT MATERIAL PRICING VALID FOR 6 MONTH PERIOD - PRICES MAY CHANGE

OVEREXCAVATION BELOW FOUNDATIONS, SLAB, SITE CONCRETE OR PAVING

INTERIOR/STRUCTURAL DEMOLITION OR HAUING OF RELATED MATERIALS

REMOVAL OR DISPOSAL OF HAZARDOUS OR CONTAMINATED MATERIALS REMOVE OR REPLACE UNSUITABLE SOIL OR REPLACE SUBSURFACE TRASH OR DEBRIS

AGGREGATES BELOW CONCRETE OR EROSION CONTROL

ASPHALT STRIPING, SAWCUTTING ANY MATERIAL

SHORING OR BRACING OF EXCAVATIONS OR STRUCTURES

PAYMENT FOR TESTING LAB SERVICES

DEWATERING OR SOIL STABILIZATION IF NEEDED DUE TO WATERTABLE

DEMOLITION, GRADING, HAULING, OR EXCAVATION OTHER THAN LISTED ABOVE

EXTRA EXPENSES DUE TO FROZEN GROUND OR ROCK

ASPHALT SEAL OR TACK COATS, WEED KILLER, PATCHING OR SOIL STERILANTS

REPAIR FOR DAMAGED UNCHARTED UTILITIES

SALES TAX, BONDS, OR PERMIT FEES (BOND RATE 1.5% IF NEEDED)

PROVIDE WORK, PERMITS OR BARRICADES IN THE PUBLIC RIGHT-OF-WAY

NM STATE LICENSE NUMBER - 27988

PUBLIC WORKS REGISTRATION NUMBER: 002325120110921

EXP. DATE 9/21/2016

STATE OF NM RESIDENT CONTRACTOR CERTIFICATE #: L0602103360

THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE.





March 3, 2016

Page 1 of 1

Cibola County Administration Building Grants, NM

Base Bid - Landscaping and Irrigation

- 166 1 gallon Shrubs, Plants, Vines, and Ornamental Grasses
- 45 5 gallon Shrubs, Plants, Vines, and Ornamental Grasses
- 8 15 Gallon Evergreen Trees
- 37 2" caliper Shade TreesBrown or Gold Gravel over Filter FabricIrrigation per Irrigation Plan

Total \$64,945.00

Additive Alternate #2 - Landscaping and Irrigation

- 8 5 gallon Shrubs, Plants, Vines, and Ornamental Grasses
- 16 2" caliper Shade TreesBrown or Gold Gravel over Filter FabricIrrigation per Irrigation Plan

Total \$16,950.00

NOTES:

This price acknowledges the receipt of addenda #1-3

Jamar Industries, DBA The Hilltop Public Works Registration # 0024168201020323

Exclusions:

New Mexico gross receipts tax and performance bond

Any and all site furnishings

Water source of pvc material located in landscape planting bed

Power source and hard wire of irrigation controller and hot box enclosure

All concrete, decorative concrete, and asphalt paving

Protection and guarantee of all existing landscaping to remain

Utility bills for construction usage during construction

All grading to 3" below curb in all planting beds, smooth, clean, and free of debris

Any and all utility bills for water and power usage during construction

Traffic control and barricading

Any and soils testing

Any and all landscape maintenance following project completion

Revegitation seeding for site areas not shown on landscaping plan

Any and all survey, staking, wall and patio layout

All demo, removal and cutting of existing asphalt or concrete for irrigation sleeving installation

Patching or replacement of asphalt or concrete for irrigation installation

GATE-IT ACCESS SYSTEMS

110 DENNY RD BERNALILLO, NM 87004

Voice: 505-771-4283 Fax: 505-867-6098 License # 93709

GB98

Federal ID #20-3113089 DOL # 01751320110210



QUOTATION

Quote Number: EMAIL3693 Quote Date: Dec 11, 2015

Page: 1

911	110	To:	

JAYNES CORP. 2906 BROADWAY BLVD NE

ALBUQUERQUE, NM 87107-1506

Quoted To:	
JAYNES CORP. 2906 BROADWAY BLVD NE ALBUQUERQUE, NM 87107-1506	

Customer ID	Good Thru	Payment Terms	Sales Rep
JAYNESCORP	1/10/16	Prepaid	
Telephone #		Fax #	
345-8591		345-8598	

Quantity	Description	Unit Price	Amount
	CIBOLA COUNTY ADMINISTRATION JUDICIAL COMPLEX		
	PROPOSAL FOR GATES AND FENCING, VALUE ENGINEERED FENCE AND GATE	3	
	SPEC.		
	BASE BID. DETAIL 4/A, C/4		
4.00	4 EACH 10' TALL X 12' (OR AS NEEDED) WIDE INDUSTRIAL ENCLOSED TRACK		
	CANTILEVER GATES. GALVANIZED TRUSSED FRAME WITH CHAIN LINK AND		
	PRIVACY SLATS		
8.00	4' ROUND SCH 40 SUPPORT POST SET IN 4' CONCRETE FOUNDATIONS		
4.00	CANTILEVER TROLLEY WHEEL SETS WITH POST BRACKETS		
4.00	MAX CONTROL 2200 INDUSTRIAL / COMMERCIAL GATE OPERATOR		
	**THERE IS NOT ONE SINGLE GATE OPERATOR THAT MEETS 100% OF THE		
	SPEC.		
4.00	GATE OPERATOR STANDS		
8.00	SAFETY LOOP SENSORS 2 PER GATE		
4.00	UL325 SAFETY TO INCLUDE 1 PHOTO EYE, 1 MILLER EDGE SENSOR PER GATE		
4.00	SIREN/STROBE LIGHT FOR GATE OPENING		
	VALUED ENGINEERED FENCE OPTION, SEE DRAWING PROVIDED		
1.00	SUPPLY AND INSTALL 525' OF 10' TALL CHAIN LINK FENCE WITH PRE INSERTED		
	PRIVACY SLATS		
	CHANGE POST FROM 4" 10' ON CENTER TO 2-7/8" 8' ON CENTER. CORNER		
	POST TO REMAIN 4"		

	Subtotal	Continued
	Sales Tax	Continued
	FREIGHT	
ACCEPTANCE SIGNATURE	TOTAL	Continued
We can accept your VISA or MASTERCARD payments by phone!		



GATE-IT ACCESS SYSTEMS

110 DENNY RD BERNALILLO, NM 87004

Voice: 505-771-4283 Fax: 505-867-6098

License # 93709

GB98

Federal ID #20-3113089 DOL # 01751320110210



QUOTATION

Quote Number: EMAIL3693 Quote Date: Dec 11, 2015

2

Page:

Ship	To:
Omp	

JAYNES CORP. 2906 BROADWAY BLVD NE

ALBUQUERQUE, NM 87107-1506

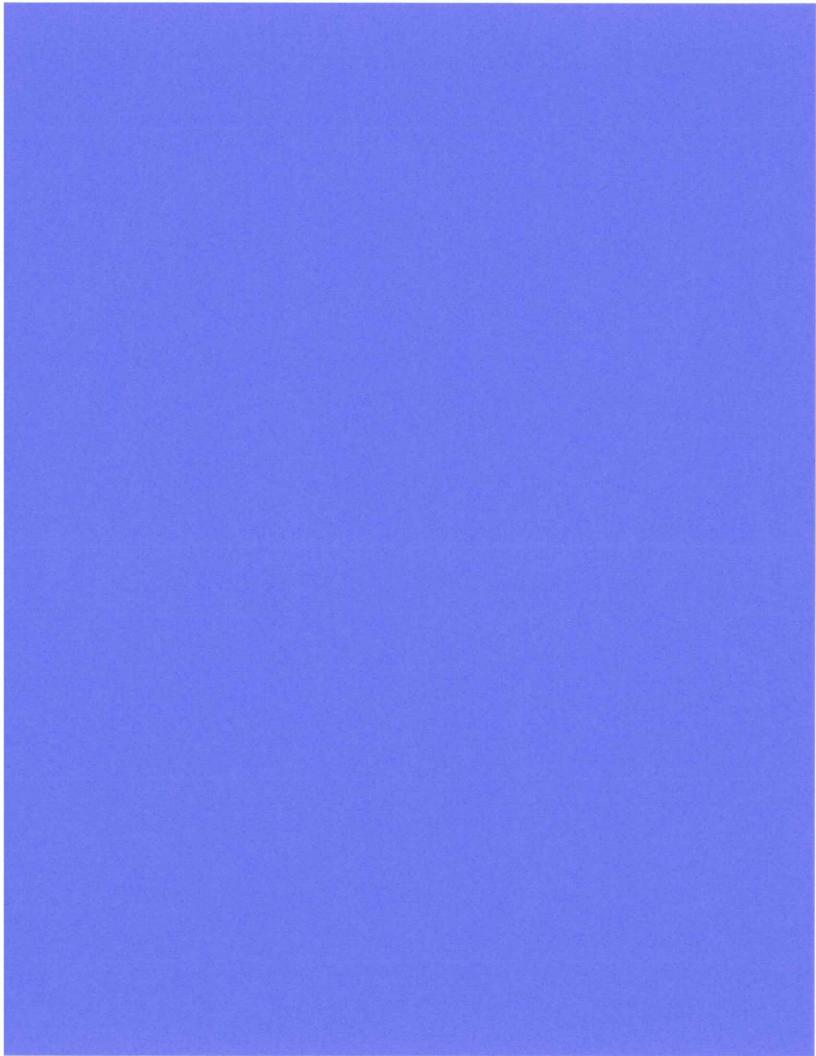
Quoted To:	
JAYNES CORP.	
2906 BROADWAY BLVD NE	
ALBUQUERQUE, NM 87107-1506	

Customer ID	Good Thru	Payment Terms	Sales Rep
JAYNESCORP	1/10/16	Prepaid	
Telephone #		Fax #	
345-8591		345-8598	

Quantity	Description	Unit Price	Amount
4.00	3'X10' TALL CHAIN LINK PEDESTRIAN GATES PEDESTRIAN		
	PEDESTRIAN GATE TO INCLUDE 1 EACH MAG LOCK, SELF CLOSER, FREE EXIT		
1.00	TOTAL INSTALLED BASE BID	110,417.00	110,417.00
	BID ALTERNATE 3		
2.00	2 ADDITIONAL AUTOMATED GATES TO MEET SAME SPEC.		
1.00	SUPPLY AND INSTALL 175' OF 10' TALL CHAIN LINK FENCE WITH PRE INSERTED		
	PRIVACY SLATS, 2-78 LINE POST 8' ON CENTER. 4" CORNER		
2.00	3'X10' TALL CHAIN LINK PEDESTRIAN GATES PEDESTRIAN		
	PEDESTRIAN GATE TO INCLUDE 1 EACH MAG LOCK, SELF CLOSER, FREE EXIT		
1.00	TOTAL INSTALLED JOB COST FOR BID ALTERNATE 3	44,900.00	44,900.00
	EXCLUSIONS: PROVIDING REQUIRED POWER TO GATE OPERATORS, OTHER		
	ACCESS CONTROLS NOT LISTED ABOVE		
	STAKING, GRADING, TRENCHING, BACK FILL, MARKING PRIVATE UNDER		
	GROUND LINES.		
	ADD 2.5 % IF BID BOND IS REQUIRED		

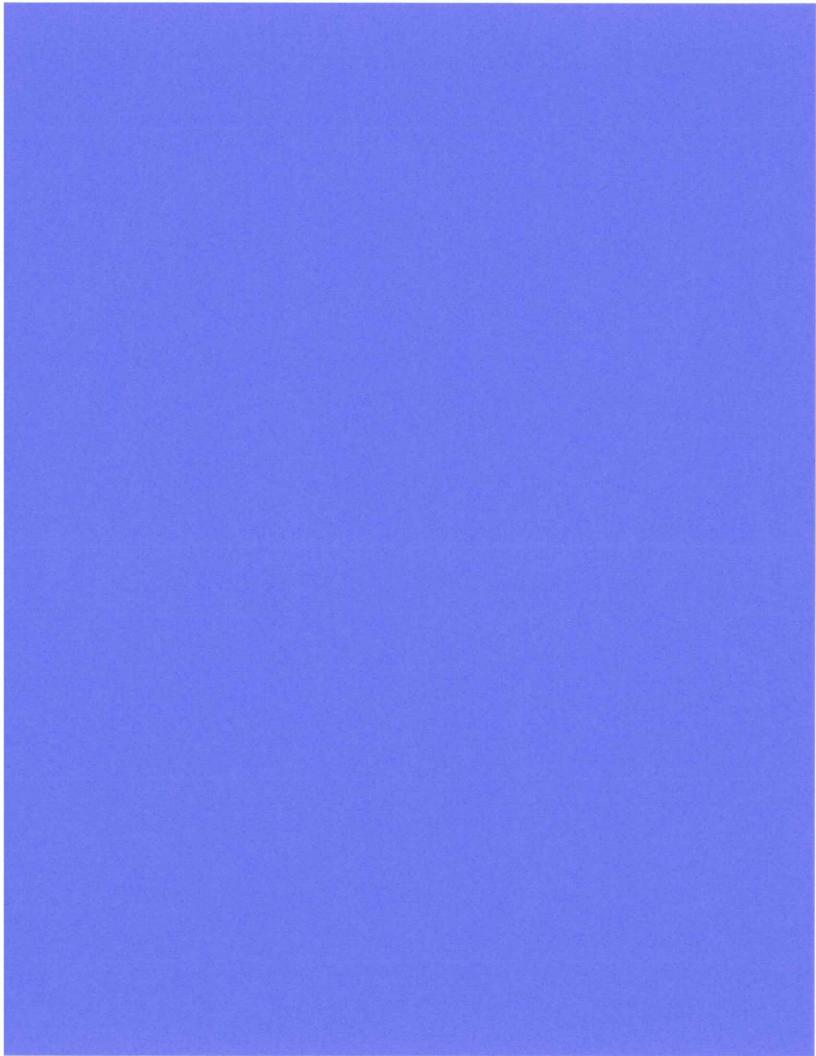
	Subtotal	155,317.00
	Sales Tax	
	FREIGHT	
ACCEPTANCE SIGNATURE	TOTAL	155,317.00
We can accept your VISA or MASTERCARD payments by phone!	And a second sec	





No Documentation

For this Item



No Documentation

For this Item