



**TORRANCE COUNTY  
COMMISSION MEETING**

**June 10, 2020**

**9:00 A.M.**

**For Public View  
Do Not Remove**



***Torrance County***  
BOARD OF COUNTY COMMISSIONERS (BCC)  
**Kevin McCall, District 1**  
**Ryan Schwebach, District 2**  
**Javier Sanchez, District 3**

**Wayne Johnson, County Manager**

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**ADMINISTRATIVE MEETING  
AGENDA**

**WEDNESDAY, JUNE 10, 2020 @ 9:00 AM**

- 1. Call to Order**
- 2. Invocation and Pledge of Allegiance**
- 3. Changes to the Agenda**
- 4. PROCLAMATIONS**
- 5. CERTIFICATES AND AWARDS**
- 6. BOARD AND COMMITTEE APPOINTMENTS**
- 7. PUBLIC COMMENT and COMMUNICATIONS**
- 8. APPROVAL OF MINUTES**
  - A. COMMISSION:** Motion to approve the May 27, 2020 Torrance County Board of County Commission Minutes.
- 9. APPROVAL OF CONSENT AGENDA**
  - FINANCE:** Approval of Payables.
- 10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**
  - A. MANAGER:** First reading and motion to approve publication of amendments to the Torrance County Zoning Ordinance.
- 11. ADOPTION OF RESOLUTION**
- 12. APPROVALS**

- A. **MANAGER:** Administrative Building Stucco and Gutter project. Motion to approve \$54,694.73 in capital funding to replace the stucco on the Administrative building and install a new gutter system.
- B. **SAFETY COMMITTEE:** Motion to approve a Purchase Order (PO) and payment that exceeded the limit of \$2499.99 (Torrance County Purchasing Policy 2.9 A) for Cintas, First Aid cabinet restock. (Nick Sedillo)
  
- C. **DWI PREVENTION PROGRAM:** Motion to approve Local DWI Grant Agreement 21-D-G-31.
  
- D. **DWI PREVENTION PROGRAM:** Motion to approve contract between Torrance County and Adrian Ortiz for Teen Court Services.
  
- E. **DWI PREVENTION PROGRAM:** Motion to approve contract between Torrance County and John Steiner for Evaluation Services.
  
- F. **CLERK:** Canvass of the 2020 Primary Election.

13. **DISCUSSION**

- A. **MANAGER:** Presentation of the Torrance County Organization Charts.

14. **EXECUTIVE SESSION**

- A. **COMMISSION:** Pursuant to Section 10-15-1(H)(2), discuss County Manager Position.

15. **Announcement of the next Board of County Commissioners Meeting:**  
June 24, 2020 @ 9:00 AM

16. **Signing of Official Documents**



*Agenda Item  
No. 1*





*Agenda Item*  
*No. 2*



*Agenda Item  
No. 3*



*Agenda Item  
No. 4*

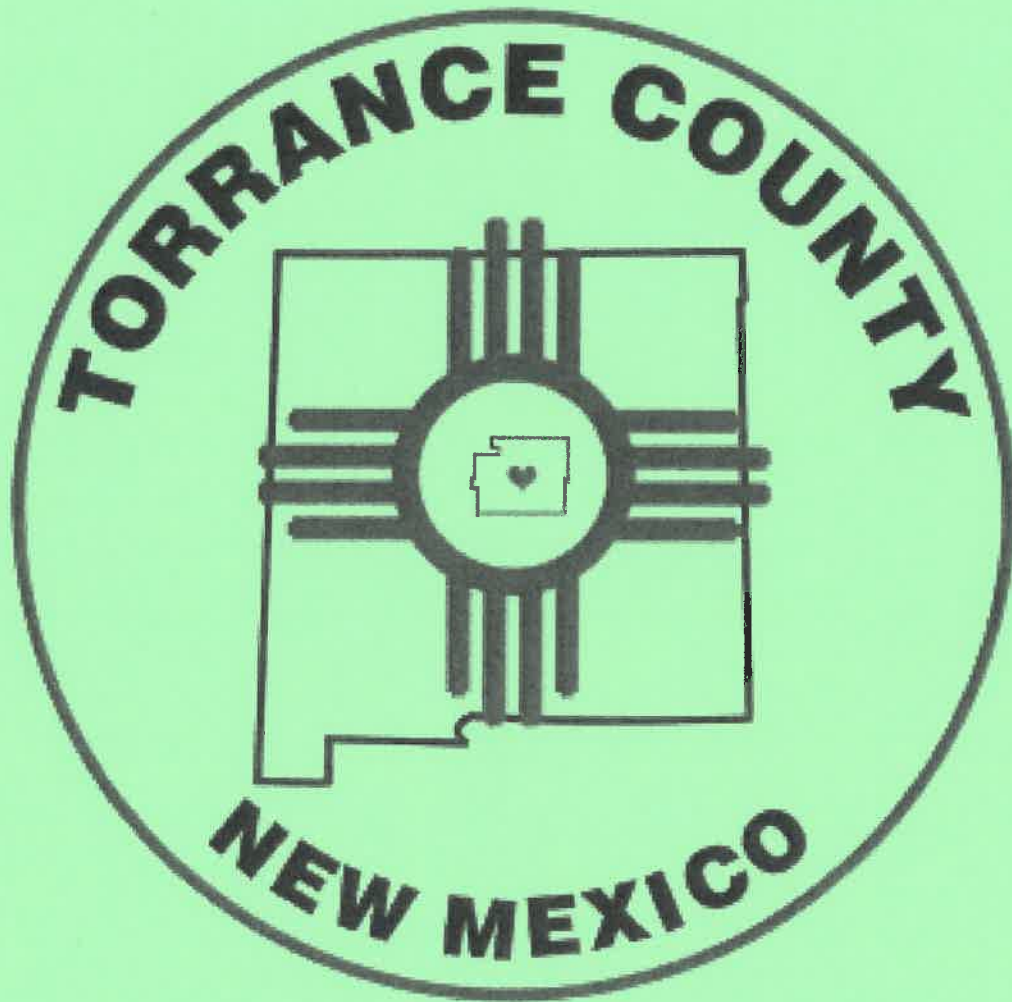


*Agenda Item  
No. 5*



*Agenda Item  
No. 6*





*Agenda Item  
No. 7*



*Agenda Item  
No. 8-A*

**DRAFT COPY  
TORRANCE COUNTY BOARD OF COMMISSIONERS  
COMMISSION MEETING  
MAY 27, 2020**

**COMMISSIONERS PRESENT:** RYAN SCHWEBACH –CHAIRMAN  
KEVIN MCCALL- DISTRICT 1  
JAVIER SANCHEZ –DISTRICT 3

**OTHERS PRESENT:** WAYNE JOHNSON-COUNTY MANGER  
JANICE BARELA-DEPUTY COUNTY MANAGER  
JOHN BUTRICK-COUNTY ATTORNEY  
SYLVIA CHAVEZ-ADMIN. ASST.

**1.) CALL MEETING TO ORDER**

**Chairman Schwebach** calls the May 27, 2020 Commission Meeting to order at 9:05 A.M.

**2.) INVOCATION AND PLEDGE**

**Pledge led by Chairman Schwebach  
Invocation led by Commissioner McCall**

**3.) CHANGES TO THE AGENDA**

No Changes

**4.) PROCLAMATIONS**

There were no items presented

**5.) CERTIFICATES AND AWARDS**

There were no items presented

**6.) BOARD AND COMMITTEE APPOINTMENTS**

There were none for this meeting

**7.) PUBLIC COMMENT and COMMUNICATIONS**

**Linda Jaramillo, County Clerk** states she would like to give the Commission an update on the 2020 Primary Election. So far in Absentee by mail we have 1213 ballots in and 1150 ballots out. Ms. Jaramillo encourages those that still have a ballot out to get them in. May 28 is the last day to mail out a ballot and we can receive ballots up until 7pm election night. On May 28 the absentee board will start the processing the ballots that are on hand, within the law she can start the process. Voters can bring their ballots to the Clerk's office or one of the early voting sites in Estancia or at the alternate site at the Moriarty Civic Center as well as on election day at any of the polling sites. We will have runners that will go to any of the polling sites that have ballots to be picked up.

**Commissioner McCall** asks Ms. Jaramillo to speak a little about in person voting,



**Ms. Jaramillo** states that in person voting ends this Saturday (May 30) at both locations, Moriarty Civic Center and here at the Torrance County Admin Bldg. from 10am to 6pm. Both locations will also be open on Friday as well. Ms. Jaramillo encourages those that have ballots to take them to one of these sites or on election day to the polling sites because the mail can be slow at times. The polling sites are, Estancia High School Gym, Torreon Community Center, Manzano Center, Moriarty-Edgewood School Admin Bldg, Moriarty Civic Center, McIntosh Fire Station, Willard Community Center, Dr. Saul Community Center (Mountainair), Encino Community Center and Tajique Community Center. All polling sites will have PPE, the Secretary of State made sure each site has plenty of PPE. Each site will have a doorbell in place to allow voters in. There will only be 2 voters allowed in at a time. Everything will be sanitized after each voter; we are asking that everyone wear a mask, but no one will be denied their right to vote if they do not have a mask. Ms. Jaramillo encourages everyone to exercise their right to vote.

**Kassandra Sandy, Torrance County Complete Count Coordinator** states she wants to give a brief update on where the County stands with everything going on. The Governor gave an order to have the funding used by June 30<sup>th</sup>, which is roughly \$7000.00. Ms. Sandy explains that those funds are pending in invoices right now. Notice was given that there can be an extension given for those funds if needed. The additional \$12,000.00 for funding has a deadline of June 30, 2021. The money can be used for ads on the radio or social media. They have purchased swag material, and are waiting for the material to come in. Any money that is not used will be returned to the state. As it stands now Torrance County is 21% counted and 69% of the County has not received their initial packet. Due to COVID-19 some of the deadlines have been pushed back. From June 1 to August 1 the 69% that did not receive their packet will be targeted to get their info and get them counted. Though it will be a slower process because its people on the ground doing the research. Ms. Sandy encourages everyone to be counted.

## **8.) APPROVAL OF MINUTES**

**A.) COMMISSION:** Motion to approve the May 13, 2020 Torrance County Board of County Commission Regular Minutes.

**ACTION TAKEN:** **Commissioner McCall** makes a motion to approve the May 13, 2020 Regular Commission Meeting minutes. **Chairman Schwebach** seconds the motion. No further discussion, all in favor. **MOTION CARRIED**

## **9.) APPROVAL OF THE CONSENT AGENDA**

**A.) Finance:** Approval of Payables

**ACTION TAKEN:** **Chairman Schwebach** makes a motion to approve the payables. **Commissioner McCall** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

## **10.) ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**

**A.) MANAGER:** Motion to authorize publication of the Torrance County Financial Reserve Ordinance.

**County Manger Johnson** explains to the Commission that this approval is to advertise for the ordinance to establish an additional reserve funding through the PILT monies the County will be receiving with the new wind projects.

**Commissioner McCall** states that this will not conflict with the current reserves the County is required to have by DFA.

**County Manager Johnson** explains that this will be additional reserves the County will establish with the new money from the wind projects. The County has historically experienced economic downturns and unforeseen increases in expenses. With the County's enhanced revenue picture it will provide the opportunity to create an additional reserve to address future economic crises. County Manager Johnson states the way the process will be done is when 40% of the annual PILT funds received in excess of \$800,000.00 shall be placed in the County reserve, it will not exceed 1/3 of the total amount of the County reserve annually. Once the PILT funds placed in the reserve has reached 1/3 of the reserve or the reserve is fully funded 100% of the PILT revenue shall be placed in the County's General Fund. County Manager Johnson states to think of the COVID situation and any expenses related to the pandemic, the additional reserve would help with those costs. Documentation hereto attached. **ACTION TAKEN: Chairman Schwebach** makes a motion to approve the publication of the Torrance County Financial Reserve Ordinance. **Commissioner McCall** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

**B.) PLANNING & ZONING:** Annual renewal of Solid Waste Facility Permit. **(PUBLIC HEARING)**

**Steve Guetschow, P/Z Director** informs the Commission that this is the annual renewal of the solid waste permit for Special Waste Disposal, Inc. The site is located at 91 Liberty Valley Rd, Mountainair NM. Mr. Guetschow goes over the list of exhibits and needs to correct a typo. Exhibit 3 should read May 6, 2020 draft minutes. The P/Z board did recommend a Do Pass for the renewal.

**Adrian Montano, Representative for Special Waste Disposal Inc.** thanks the Commission for the opportunity to be here and for the long-standing partnership with the County. Mr. Montano explains that all the employees excluding himself are Torrance County residents. So Special Waste Disposal Inc., has employed local people for 3 decades.

**Commissioner McCall** wants it to be on the record that Special Waste Disposal Inc., has not had any violations in the last year.

**Mr. Montano** replies that, no, there were no violations.

*There was no public comment in favor or against.*

**ACTION TAKEN: Chairman Schwebach** makes a motion to close the Public Hearing for approval of the renewal for the Solid Waste Facility Permit. **Commissioner McCall** seconds the motion. No further discussion, all in favor. **MOTION CARRIED. (PUBLIC HEARING CLOSED)**

**ACTION TAKEN: Commissioner McCall** makes a motion to approve the annual renewal Solid Waste Facility Permit for Special Waste Disposal Inc. **Chairman Schwebach** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

**C.) PLANNING & ZONING:** Special use Approval for Zia RV Park, Tract 2 Long Horn Ranch Subdivision. **(PUBLIC HEARING)**

**Steve Guetschow, P/Z Director** explains that he needs to correct a typo on the list of exhibits/ Exhibit 3 should read May 6, 2020 draft minutes. Mr. Guetschow goes over the list of exhibits in the packet. The RV park went out of business in 2009 and Mr. Clyde is in the process to get the park in compliance and is meeting the current regulations. The P/Z board did recommend a Do Pass.

**Roger Clyde** states that he moved to the County in 2005 and his place is close to the RV park. At that time, the park was up and running and Mr. Clyde thought it would be a nice place if it was cleaned up. When the property went up for sale, he purchased it. The park will be opened initially as a dry park with 48 spaces with water only. On the day it is opened there will be 23 spaces that are full hook-ups. The water system will be restored, and they will be undergoing monthly testing as required. Mr. Clyde's goal is to replace all the old structures within 5 years. He feels this will be a great revitalization of the Long Horn Area. The one thing Mr. Clyde is asking for is a waiver on the fence, the fence will take away from the view. Mr. Clyde mentions that some of the surrounding neighbors have stopped by to thank him for cleaning up the park. He envisions having chili cook off's there and it will be open for people to stop in and have a picnic at no charge.

**Commissioner McCall** thanks Mr. Clyde for his vision on getting the RV park up and operating.

**Mr. Guetschow** states that part of the do pass recommendation from the P/Z board is the waiver of the privacy fence. There are beautiful views in that area and would do it no justice by blocking the views. If the park stays in compliance there will be no problems, and this will be a benefit to the area.

*There was no public comment in favor or against.*

**ACTION TAKEN:** **Commissioner McCall** makes a motion to close the Public Hearing for a Special Use for Zia RV Park, Tract 2 Long Horn Ranch Subdivision. **Chairman Schwebach** seconds the motion. No further discussion. **MOTION CARRIED. (PUBLIC HEARING CLOSED)**

**ACTION TAKEN:** **Chairman Schwebach** makes a motion to approve the Special Use for Zia RV Park, Tract 2 Long Horn Ranch. **Commissioner McCall** seconds the motion. No further discussion. **MOTION CARRIED.**

## **11.) ADOPTION OF RESOLUTION**

**A.) MANAGER:** Motion to approve Resolution 2020-18, The Torrance County Fiscal Agent Policy.

Resolution hereto attached. **ACTION TAKEN:** **Chairman Schwebach** makes a motion to approve Resolution 2020-18 Torrance County Fiscal Agency Policy. **Commissioner McCall** seconds the motion.

County Manger Johnson explains that this policy will require any governmental entity or non-governmental entity who seek grant funding or legislative capital outlay funds and want to have the County serve as their fiscal agent, must obtain Commission approval prior to applying funding.

All in favor. **MOTION CARRIED.**

**B.) MANAGER:** Motion to approve Resolution 2020-19, Switching PERA Police Plan to Municipal Police Plan 4 and set Election day.

Kristen Oliver, HR Director explains that this resolution will set the election date to start the process of switching the PERA plan for the Sheriff's office.

John Butrick, County Attorney explains the changes that were made to the original resolution, it was the years of service and the percentage amount that was changed.

County Manager Johnson states that the timeline is set by PERA, the County will still implement the raises in July and they will still contribute the current amount into PERA and the Sheriff's department is aware what they pay now and they are aware that the amount they contribute will increase.

Ms. Oliver states that the election will be in August and the new PERA will take effect in September.

Resolution hereto attached. **ACTION TAKEN:** Chairman Schwebach makes a motion to approve Resolution 2020-18 Switching PERA Police Plan to Municipal Police 4 and set election day. Commissioner McCall seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

**C.) FIRE:** Motion to approve Resolution No. 2020-20, Imposing burn restrictions

Lester Gary, Fire Chief explains to the Commission that he has been working with the Cibola Forest Service out of Mountainair and the Forest service and State Forestry have put burn restrictions in place on state and federal lands due to the increase of temperature. Chief Gary would like to follow suit and place restriction for the County, this is different than a ban. The restriction will be for certain fires that are out in the public. Those restrictions are open burns, ceremonial burn or recreational burns. Chief Gary will be handling burns on a case to case basis if they absolutely need to be done. Due to the predicated dry conditions and the persistent COVID-19 emergency, Chief Gary has requested the County declare a fire danger emergency.

County Manger Johnson states that if there were to be a large fire this would put a strain on the County's resources and Firefighters. Also, County Manager Johnson mentions that ordinance 87-2 needs to be looked and revised, the wording needs to include the Fire Chief. He also informs the Commission that they can repeal this resolution at any time after.

Resolution hereto attached. **ACTION TAKEN:** Chairman Schwebach makes a motion to approve Resolution 2020-20 Imposing Fire Restrictions. Commissioner McCall seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

## **12.) APPROVALS**

None

### 13.) DISCUSSION

**A.) MANAGER/GRANT COORDINATOR:** Presentation and discussion of the draft of Southern Torrance County Economic Development Plan 2020. **Deferred from the 3/25/2020 Meeting.**

**Cheryl Allen, Grant Coordinator** explains that the County contracted with Site Southwest to development the Southern Torrance County Economic Development Plan. The draft copy has been available since March.

**Phyllis Taylor, Sites SW** states that she is presenting the draft copy of the Southern T.C. Economic Development. They went into the Communities and asked what their thoughts were on what economic development meant to them, each community identified better job opportunities that would keep the kids in the valley, success for local businesses and bring new businesses into the Communities. There were meetings held in the Communities, with land grants and local farmers to get their input. One of their concerns was how to grow the tax base in the County. There were also meetings with the local stake holders and their thoughts were about local resources and moving forward what will be available for the Communities. Marketing the local grass-fed beef, movie locations, the National Monuments, and the scenic by-ways. Ms. Taylor mentions that now will be great time to really advertise the locally grown foods due to the COVID pandemic we are currently in. Torrance County is close enough to Albuquerque to have the grass-fed beef in places like Noble Meats. Torrance County is producing alternate energy through the wind farms and solar energy. Mesa Land Community College is also helping promote alternate energy by offering courses here locally within the school districts. Ms. Taylor states that the local industries support is available but there is no coordination that comes with that. There is local hiring for potential skilled laborers. Ms. Taylor will now turn it over to Ms. Rosemary (Rosie) Dudley to go over the revitalization of the Torrance County Fair Grounds.

**Rosie Dudley, Sites SW** states that they met with the Torrance County Fair board to discuss what their 20-year vision would be for the fair grounds. Their thoughts are for the grounds to be a year-round destination. It will have a space to showcase the cultures within the County and to show the County's heritage. there will be a space for indoor and outdoor events. The grounds have two entry and exit areas. The thought would be to open the north part of the fence that leads to Arthur Park and a walking path within the grounds to bring people in the area. There will be a Community Garden that people can sit and enjoy the garden area. they would like to reconstruct the barn area which would be a secured barn for the steers, goats & sheep, the show barn, chicken & rabbits, the pig barn and the red barn. This secured barn area will be within the adobe wall that already part of the grounds. They would like to have a cover installed over the rodeo arena. Ms. Dudley states that the reconstruction can be done over the years in phases. The current exhibit hall needs to be renovated as well; this building can be used for multiple things such as trainings.

Ms. Dudley mentions that they have received some comments back regarding the plan and they have been the following: consistency, improvement to the internet and cell phone areas. More assistance for the Seniors in the County. Also address homesteading vacant properties in the County to help revitalize the area. Promoting the Mountainair School System with their low teacher ratio. Currently Ms. Dudley asks if the Commission has any questions in regard to the economic plan.

**Commissioner Sanchez** asks if the comment section can be extended for a little longer, there are folks that have not had the opportunity to go over the plan.

**County Manager Johnson** states that the comment section will go on until the end of June, they are getting pressure from DFA to get the plan complete, but they will take comments until the end of June.

**DISCUSSION ONLY, NO ACTION WAS TAKEN.**

**Commissioner Sanchez** asks for a COVID update.

**County Manger Johnson** states that Emergency Manager Propp could not attend today's meeting. The ICE detainees were not supposed to be part of the County's count but that in fact is what has happened. The increase in numbers comes from the ICE detainees at the prison. 100% of the inmates were tested and there are 11 positive inmates, 2 of the 11 are systematic. There were 3 staff members that tested positive, but they were all A systematic, the facility is working with department of health to quarantine those positive cases.

**Commissioner Sanchez** states that looking at the numbers in the County and having those accounted for at the prison, the County currently has 12 cases and of those 12 how many are active cases?

**County Manager Johnson** replies, that the last he heard there are 5 active cases. The one death that the County has is someone that was in a long-term care facility and died there.

**Commissioner Sanchez** asks what the 5 cases are being advised to do.

**County Manager Johnson** replies that he assumes they are being advised to quarantine, but he does not know if they are home or at a long-term care facility. County Manager Johnson explains that some of these people may be A systematic. Emergency Manager Propp has mentioned that request for testing in the County has dramatically dropped. So, he is urging people that feel they have systems to go get tested. If people would like to get information on the latest information for the County you can go to [CV.NMHEALTH.ORG](http://CV.NMHEALTH.ORG).

**14.) EXECUTIVE SESSION**

**No Executive Session**

**15.) Announcement of next Board of County Commissioners Meeting**

**June 10, 2020 at the Torrance County Administrative Building at 9:00 AM**

**16.) Signing of Official Documents**

**\*ADJOURN**

**ACTION TAKEN:** **Chairman Schwebach** makes a motion to adjourn the May 27, 2020, Commission Meeting. **Commissioner McCall** seconds the motion. No further discussion, all in favor. **MOTION CARRIED**

**MEETING ADJOURNED AT 10:35 A.M.**

\_\_\_\_\_  
Ryan Schwebach-Chairman

\_\_\_\_\_  
Sylvia Chavez-Administrative Assistant

\_\_\_\_\_  
Date

***The video of this meeting can be viewed in its entirety on the Torrance County NM website, Audio discs of this meeting can be purchased in the Torrance County Clerk's office and the audio of this meeting will be aired on our local radio station KXNM.***





*Agenda Item  
No. 9-A*



C E R T I F I C A T I O N

TOTAL CHECKS PRINTED 111

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 356,404.01 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 06/04/2020 . WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

SIGNED ATTEST BY

----- Kevin McCall ----- Javier Sanchez ----- Ryan Schwedach ----- Linda Jaramillo -----

THE UNDERSIGNED COUNTY TREASURER DOES HEREBY CERTIFY THAT SUFFICIENT FUNDS EXIST FOR THESE ACCOUNTS PAYABLE CHECKS TO BE ISSUED ON THIS DATE AND DOES HEREBY AUTHORIZE THE FINANCE DEPARTMENT TO PROCESS THESE CHECKS.

----- Tracy L. Sedillo -----

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	111965	ALBUQUERQUE IMAGE PRODUCTS	CONTRACT OVERAGE CHARGE FOR THE	413-91-2271	4552820	05/28/2020		125.02
	125.02		3/1/2020 TO 3/31/2020 OVERAGE					
	05/28/2020		PERIOD TAX INVOICE#IN40838					
			ACT#TC04					

STATE FIRE ALLOTMENT 125.02								
01 O	111966	AMERIGAS PROPANE LP	EMERGENCY SERVICE TO REPLACE	911-80-2218	2852820	05/28/2020	35252	460.98
	460.98		REGULATORS ON PROPANE TANK				35252	
	05/28/2020		SUPPLYING EMERGENCY POWER				35252	
			GENERATOR AT CAPITULA PEAK				35252	
			COMMUNICATIONS SITE				35252	
			INVOICE#3107072028 ACCT#					
			202648943					

911-DISPATCH CENTER 460.98								
01 O	111967	ATLANTIC TACTICAL INC.	CM APPLIED PAYMENT FOR SALES	410-50-2222	3652820	05/28/2020		99.45
	99.45		REF PO#34027 INVOICE#SI-					
	05/28/2020		80677345					

COUNTY SHERIFF 99.45								
01 R	111968	BANK OF AMERICA	STAPLES ORDER	401-55-2219	4052820	05/28/2020	35140	48.23
	432.27		INVOICE#STAPLES					
	05/28/2020		RAFFLE TICKET STOCK	401-30-2219	4152820	05/28/2020	35155	84.04
			VENDOR - AMAZON					
			INVOICE#AMAZON	617-52-2221	4252820	05/28/2020	35177	300.00
			TWO WEEKS OF SOCIAL MEDIA				35177	
			ADVERTISING PURCHASE USING				35177	
			P-CARD FROM REAL TIME				35177	
			SOLUTIONS				35177	
			INVOICE#TBD					

FINANCE DEPARTMENT 48.23								
01 O	111969	BERNALILLO CTY JUVENILE DETENTION	APRIL BILLING (3 DEPENDANTS)	420-73-2218	3352820	05/28/2020	35214	330.98
	1485.00		TAX INVOICE#1201057 ACCT#3533					
	05/28/2020		62120					

JUVENILE INMATE CARE 1485.00								
01 O	111970	BI INC	APRIL BILLING (3 DEPENDANTS)	420-73-2218	3352820	05/28/2020	35214	330.98
	330.98		TAX INVOICE#1201057 ACCT#3533					
	05/28/2020							

COMMUNITY MONITORING 330.98								
01 O	111971	BOUND TREE MEDICAL, LLC	MEGAMOVER PLUS, GRAY	405-91-2230	552820	05/28/2020	35200	264.60
	264.60		DURABLEX TOTAL NON-REBREATHER				35200	
	05/28/2020		OXYGEN MASK				35200	
			INVOICE#83627226					

STATE FIRE ALLOTMENT 264.60								
01 O	111972	BUCKSTAFF PUBLIC SAFETY	RIPP RESTRAINTS MODULE H-100	401-50-2222	952820	05/28/2020	35214	370.30
	1323.86		HOBBLE				35214	
	05/28/2020		PERBLESS MODEL 705C-BLACK	401-50-2222			35214	598.80

SMITH & WESSON MODULE 300 BLUE 401-50-2222

/ /

35214  
35214

122.36

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			(BLACK) FINISH HINGED HANDCUFFS	401-50-2222			35214	
			ZAK TOOL #14P POLYMER POCKET	401-50-2222			35214	58.90
			HANDCUFF KEY (BLACK)				35214	
			SMITH & WESSON M&P LEVER LOCK	401-50-2222			35214	173.50
			HANDCUFFS (BLACK) CHAINED				35214	
			ESTIMATED SHIPPING & HANDLING				35214	
			TAX				35214	
			INVOICE#306879					

COUNTY SHERIFF		1323.86	
01 R	11973	CERVANTES, EUNICE	TRAVEL TO HOUSTON TX INMATE
	23.00		EXTRADITION/RETURN
	05/28/2020		420-74-2205
			3952820 05/28/2020
			23.00

TRANSPORTATION OF PRIS		23.00	
01 O	11974	CINTAS CORPORATION NO. 2	SHERIFF'S OFFICE FIRST AID
	895.99		410-50-2222
	05/28/2020		410-50-2222
			401-50-2222
			INVOICE#8404636797 ACCT#
			30009096
			FIRST AID KIT
			402-60-2248
			INVOICE#8404636797 ACCT#30009096
			QUARTERLY RESTOCK - FIRST AID
			911-80-2248
			INVOICE#8404636797 ACCT#30009096
			5752820 05/28/2020
			34161
			166.13

COUNTY SHERIFF		484.32		COUNTY ROAD DEPARTMENT		245.54		911-DISPATCH CENTER		166.13	
01 O	11975	COBURN AUTOMOTIVE & DIESEL	DOT INSPECTIONS FOR RESCUES	406-91-2201	2052820	05/28/2020	35065	75.00			
	450.00		1, 2, 3, 5, 3-2, & 1-2	408-91-2201		/ /	35065	150.00			
	05/28/2020			405-91-2201		/ /	35065	75.00			
				413-91-2201		/ /	35065	150.00			
			STATE FIRE ALLOTMENT								450.00

COUNTY SHERIFF		1740.00	
01 O	11976	CUSTOM HEALTH SERVICES, LLC	DOT PHYSICALS
	1740.00		FIRE DEPT PERSONNEL INVOICE#
	05/28/2020		TCFD-200601
			411-92-2271
			4752820 05/28/2020
			34502
			1740.00

COUNTY SHERIFF		397.65	
01 O	11977	DOOLEY ENTERPRISES, INC.	1500 ROUNDS .40 S&W 180 GR FMJ
	397.65		WINCHESTER USA Q4238
	05/28/2020		ESTIMATED SHIPPING & HANDLING
			TAX
			INVOICE#58066
			401-50-2231
			1052820 05/28/2020
			35213
			325.50

COUNTY SHERIFF		397.65	
01 O	11978	DT AUTOMOTIVE	OIL CHANGES, FILTER, OILS,
	2206.00		FLUIDS, FLUSHES, TIRES, MOUNT &
	05/28/2020		BALANCES, AND TCSO UNIT NEEDS
			APRIL 2020
			INVOICE#TCSO 35057
			401-50-2201
			2352820 05/28/2020
			35057
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			2206.00

COUNTY SHERIFF		2206.00	
01 O	11978	DT AUTOMOTIVE	OIL CHANGES, FILTER, OILS,
	2206.00		FLUIDS, FLUSHES, TIRES, MOUNT &
	05/28/2020		BALANCES, AND TCSO UNIT NEEDS
			APRIL 2020
			INVOICE#TCSO 35057
			401-50-2201
			2352820 05/28/2020
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			2206.00

COUNTY SHERIFF		2206.00	
01 O	11978	DT AUTOMOTIVE	OIL CHANGES, FILTER, OILS,
	2206.00		FLUIDS, FLUSHES, TIRES, MOUNT &
	05/28/2020		BALANCES, AND TCSO UNIT NEEDS
			APRIL 2020
			INVOICE#TCSO 35057
			401-50-2201
			2352820 05/28/2020
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			2206.00

1582.00

LINE  
IP: 02332G MILEAGE: 68,000

401-50-2201

2752820 05/28/2020

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330.00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
05/28/2020			LP: 02332G MILEAGE: 68.000	401-50-2201		/ /	35167	622.00
			TIRES	401-50-2201		/ /	35167	540.00
			LP: PWT341 MILEAGE: 35.000			/ /	35167	
			MOUNT AND BALANCE TIRES	401-50-2201		/ /	35167	90.00
			INVOICE#TCSO 35167					

COUNTY SHERIFF 1582.00								
01 O	111980	DT AUTOMOTIVE						
	770.00							
05/28/2020			TIRES	401-50-2201	3252820	05/28/2020	35254	540.00
			MOUNT AND BALANCE	401-50-2201		/ /	35254	60.00
			TRAILER PLUG	401-50-2201		/ /	35254	20.00
			GENERATOR REPAIRS	401-50-2201		/ /	35254	150.00
			TCSO COMMAND POST REPAIRS				35254	
			INVOICE# TCSO 35254					

COUNTY SHERIFF 770.00								
01 O	111981	EAST MOUNTAIN AUTO GLASS						
	285.00							
05/28/2020			WINDSHIELD AND INSTALL	604-83-2201	652820	05/28/2020	35187	285.00
			2005 FORD EXCURSION				35187	
			VIN 1FMSU41P95EC25085				35187	
			INVOICE#23571					

COMMUNICATIONS/EMS TAX 285.00								
01 O	111982	GRAINGER, INC.						
	1071.15							
05/28/2020			COLLAPSIBLE TRAFFIC CONE (4PK)	410-50-2222	852820	05/28/2020	35215	805.95
			MOTOROLA HT1250 RADIO BATTERY	410-50-2222		/ /	35215	265.20
			ESTIMATED SHIPPING & HANDLING TAX				35215	
			INVOICE#953826007/8538260069					

COUNTY SHERIFF 1071.15								
01 O	111983	GRAINGER, INC.						
	304.56							
05/28/2020			HUBBELL WIRING DEVICE-KELIEMS,	411-92-2248	4852820	05/28/2020	35107	112.48
			VACANCY SENSOR WITH NIGHT LIGHT				35107	
			EP MINERALS, LOOSE ABSORBANT	411-92-2248		/ /	35107	155.20
			SAFETY TECHNOLOGY INT'L WIRELESS	411-92-2248		/ /	35107	36.88
			DOORBELL CHIME WITH RECEIVER				35107	
			INVOICE#9509188356 ACCT#					
			818809576					

1/4* FIRE EXCISE TAX 304.56								
01 O	111984	GUSTIN HARDWARE INC.						
	9.33							
05/28/2020			MISC PARTS AND SUPPLIES TO	401-15-2215	3052820	05/28/2020	34720	9.33
			REPAIR ROOF VENT IN EARLY				34720	
			& HARDWARE SUPPLIES FOR BUILDING				34720	
			VOTING OFFICE COUNTY ADMTN				34720	
			CLERK OFFICE AREA INVOICE#					
			235483 & 235491 ACCT#125					

ADMINISTRATIVE OFFICERS 9.33								
01 V	111985	HOLLYFRONTIER REFINING &						
	29512.13							
05/28/2020			TONS FOG SEAL	402-64-2408	5352820	05/28/2020	35136	21056.27
			TONS FOG SEAL			/ /	35136	
			IFB 2020-03 CSS-1 FOG SEAL	402-62-2406		/ /	35136	8455.86
			NOT TO EXCEED 600 TONS				35136	
			INVOICE#2350-6299-5314-7862-8703					

SP PROJECT 21056.27 CAP PROJECT 8455.86







05/28/2020

S. FRAZAR & L. PENNINGTON  
MGRPT

911-85-2266

/ /

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CK# DATE Name Description Line Item Invoice # DATE PO # AMOUNT

DFA TRAINING GRANT 838.90  
 INVOICE#66927

01 O 111995 POWER PHONE INC 911-85-2266 1652820 05/28/2020 35220 258.00  
 271.22 A. REMMEY & W. RILEY 911-85-2266 35220 13.22  
 05/28/2020 SALES TAX 35220  
 INVOICE#68000

DFA TRAINING GRANT 211.22

01 O 111996 PRESBYTERIAN MEDICAL SERVICES MFHC RPHCA FY2020 FOR APRIL 616-18-2272 1452820 05/28/2020 7502.00  
 7502.00 2020 DAILY OPERATIONS FOR  
 05/28/2020 INVOICE APR-20

RPHCA GRANT FY20 7502.00

01 O 111997 PRO-VISION INC. 410-50-2222 1252820 05/28/2020 35219 698.00  
 783.00 HD BODY CAMERAS 35219 85.00  
 05/28/2020 ROTATING CLIPS  
 INVOICE#332291

COUNTY SHERIFF 783.00

01 O 111998 PRUDENTIAL OVERALL SUPPLY 401-15-2203 3752820 05/28/2020 35114 35.14  
 128.37 MATS AND MOPS COUNTY ADMIN 401-65-2236 37.61  
 05/28/2020 UNIFORMS/STETSON/ARRELY  
 MATS AND MOPS JUDICIAL COMPLEX 401-16-2203 55.62  
 INVOICE#450545325/450545324  
 ACCT#6528480

ADMINISTRATIVE OFFICES 35.14 OPERATIONS & MAINTENAN 37.61 JUDICIAL COMPLEX MAINT 55.62

01 R 111999 SANDIA OFFICE SUPPLY FIRST AID CABINETS 411-92-2230 4652820 05/28/2020 35199 1092.60  
 1092.60 INVOICE#855965-0 ACCT#FCNM

1/4% FIRE EXCISE TAX 1092.60

01 R 112000 SANDIA OFFICE SUPPLY 401-90-2219 4952820 05/28/2020 35233 29.99  
 165.90 COPY PAPER 401-90-2219 35233 7.76  
 05/28/2020 RUBBER FINGERS (COLORED) 401-90-2219 35233 3.11  
 RUBBER FINGERS 401-90-2219 35233 38.62  
 BLACK HP INK 401-90-2219 35233 25.55  
 COLOR HP INK 401-90-2219 35233 52.50  
 FILE FOLDERS 401-90-2219 35233 8.37  
 SHARPIE RETRACTABLE PENS  
 INVOICE#857524-0 ACCT#FCNM

PROBATE JUDGE 165.90

01 O 112001 SPECIALTY COMMUNICATIONS NX-5700KVHF (136-174MHZ), 409-91-2248 2152820 05/28/2020 35246 700.00  
 941.89 50 WATTS, RADIO 35246  
 05/28/2020 HI-GAIN ANTENNA KIT (ANTENNA, 409-91-2248 35246 58.50  
 COAX, & CONNECTOR) VHF 35246  
 LABOR TO INSTALL RADIOS AND 409-91-2248 35246 170.00  
 ANTENNA SYSTEMS 1 BRUSH UNIT 35246  
 TAX ON LABOR 409-91-2248 35246  
 NMSWPA# 70-000-16-00014  
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CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	112002	STAPLES BUSINESS ADVANTAGE	DESK (SHERIFF RIVERA), NOTEPADS, EXTERNAL HARD DRIVES, MEMO PADS, CATSE CABLES, DRAWER ORGANIZERS, CATSE HUB, CALCULATOR, ENVELOPES, ZEBRA PENS, PENTEL PENS (BLK & BLU), HIGHLIGHTERS, SHARPIES, POST-IT POPUP NOTES, STAPLES, CLASSIFICATION FOLDERS (RED & GREEN), CLIPBOARDS, BLUE FILE FOLDERS, THERMAL PAPER (UNIT PRINTERS).	401-50-2219	752120	05/21/2020	35173	1085.52
	05/28/2020		ACCT#70109685//INVOICE#3446567994 3446474911/3446474912/3446474913				35173	

01 O	112003	STAPLES BUSINESS ADVANTAGE	7"X10" FIRE EXTINGUISHER, ADHESIVE VINYL SIGNS	413-91-2248	452820	05/28/2020	35158	47.70
	05/28/2020		GE 19299 WIRELESS DOOR CHIME INVOICE#3446474909/3446474910	408-91-2218		/ /	35158	18.30

STATE FIRE ALLOTMENT								
01 O	112004	STAPLES BUSINESS ADVANTAGE	TAPE, INK CARTRIDGES, PAPER, INVOICE#3446798434	609-30-2219	5052820	05/28/2020	35194	30.21
	05/28/2020		ACCT#010					

COUNTY TREASURER								
01 O	112005	STAPLES BUSINESS ADVANTAGE	INK CARTRIDGES HP204	401-30-2219	5152820	05/28/2020	35195	266.81
	05/28/2020		INVOICE#3446798435 ACCT#010					

COUNTY TREASURER								
01 O	112006	STAPLES BUSINESS ADVANTAGE	MAXWELL CD-R INVOICE#3446843385	401-21-2219	5252820	05/28/2020		29.99
	05/28/2020		ACCT#394849					

ELECTIONS								
01 O	112007	STOP STICK, LTD.	9' STOP STICK KIT W/ STORAGE BAG	401-50-2222	1152820	05/28/2020	35222	3255.00
	05/28/2020		ESTIMATED SHIPPING & HANDLING TAX INVOICE#0071556-IN	401-50-2222		/ /	35222	82.00

COUNTY SHERIFF								
01 R	112008	TLC PLUMBING & UTILITY	REPLACE EXISTING WATER HEATER	621-96-2611	2952820	05/28/2020	35174	4146.45
	05/28/2020		MODEL M40T91-403 40 GALLON WITH NEW RG240T6N 40 GALLON ON ROOF FOR UPGRADE TO HVAC TAX			/ /	35174	326.53
			COUNTY ADMINISTRATION NMSWPA #90-000-18-00073 INVOICE#5M52540902 ACCT#21945				35174	

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CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	112009	TLC PLUMBING & UTILITY	REPLACE EXISTING WALL HYDRANT	401-15-2238	5452820	05/28/2020	35162	2162.89
	05/28/2020		CONSUMABLE/LABOR/MATERIAL				35162	
			TAX	401-15-2238		/	35162	170.33
			COUNTY ADMIN				35162	
			MMSWPA# 90-000-18-00073				35162	
			INVOICE#S52561301 ACCT#21945				35162	

ADMINISTRATIVE OFFICES 2333.22

01 O	112010	TLC UNIFORMS	BDU CAP; BDU PANTS (2); BDU	401-50-2236	3152820	05/28/2020	35169	360.55
			SHIRTS (2); NAMETAGS; NAME TAG				35169	
			SEWS, BLACK SHORTS (2); BLACK				35169	
			T-SHIRTS (2); SCREEN PRINTING;				35169	
			BLACK GLOVES; O. WALLACE ACADEMY				35169	
			INVOICE#225926					

COUNTY SHERIFF		360.55						
01 O	112011	TOBY'S DOORS INC.	REPAIR ROAD SHOP DOOR	402-61-2215	1752820	05/28/2020	35231	175.00
			INVOICE#6483					

COUNTY ROAD SHOP		175.00						
01 R	112012	U.S. POSTMASTER	POSTAGE FOR 2019 DELINQUENT	401-10-2206	5652820	05/28/2020	34607	5000.00
			NOTICES				34607	
			ACCT#BULK RATE PERMIT#12					

COUNTY MANAGER		5000.00						
01 O	112013	UTILITY TRAILER INTERSTATE	BRAKE DRUMS AND TARP PLUGS	402-60-2244	2452820	05/28/2020	34977	995.00
			SC4 AND SC3 BELLY DUMPS				34977	
			INVOICE#02M38888 ACCT#5623A					

COUNTY ROAD DEPARTMENT		995.00						
01 O	112014	VALLEY TRACTOR LLC	SHIFTING MECHANISM	402-60-2244	2552820	05/28/2020	35031	107.31
			SEAL FOR FRONT DRIVE LINE				35031	
			FOR NEW HOLLAND BLUE TRACTOR				35031	
			TC40DA					
			INVOICE#CT112336					

COUNTY ROAD DEPARTMENT		107.31						
01 O	112015	WAC UPFITTERS LLC	CURT BREAK CONTROLLER	604-83-2201	752820	05/28/2020	35244	99.16
			HARNES FOR 2017 RAM 1500	604-83-2201		/	35244	17.51
			HARNES FOR 2005 FORD EXCURSION	604-83-2201		/	35244	12.14
			LABOR/INSTALL/DECAL REMOVAL	604-83-2201		/	35244	552.50
			MAGNETIC MIC CONVERSION	604-83-2201		/	35244	69.90
			SHOP SUPPLIES	604-83-2201		/	35244	25.00
			TAX	604-83-2201		/	35244	43.51
			EMERGENCY MANAGER 2017			/	35244	
			BLACK DODGE RAM 1500 HEMI			/	35244	
			INVOICE#5927					

COMMUNICATIONS/EMS TAX 819.72

01 R 112016 WAGNER EQUIPMENT CO. TRENTH FOR ASPHALT ROAD ZIPPER 402-60-2244 2252820 05/28/2020 35193 504.00



CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
COUNTY ROAD DEPARTMENT 504.00								
01 O	112017	WILMER PUBLIC SAFETY GROUP	ULTRATEC BATTLE FOGGER SMOKE MACHINE, 110 VOLT, INCLUDE REMOTE TIMER - 110V W/TIMER REMOTE.	411-92-2248	1952820	05/28/2020		1206.59
	1306.63		ULTRATEC SMOKE MACHINE FLUID, PRO BEAM, 4 LITERS	411-92-2248		/		35096
	05/28/2020		HANDLING	411-92-2248		/		35096
			ESTIMATED SHIPPING	411-92-2248		/		35096
			INVOICE#2026027 ACCT#TORCCOU			/		35096
-----								
1/4% FIRE EXCISE TAX 1306.63								
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01 O	112020	ADVANCED COMMUNICATIONS &	INSTALL OF MOBILE RADIO TAX	829-78-2248	176320	06/03/2020		415.92
	415.92		REF PO#34739					
	06/03/2020							
-----								
DOH CITIES READINESS I 415.92								
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01 O	112021	AIRGAS USA LLC	CYLINDER RENT MED/XS OXYGEN	408-91-2230	266320	06/03/2020		313.78
	467.14		HAZMAT FEE SALES TAX INVOICE#					
	06/03/2020		9969861252 ACCT#2296717					
			RENT-CYLINDER MEDIUM/LARGE OXYGEN	405-91-2230	276320	06/03/2020		153.36
			RENT-CYLINDER MEDIUM/XS OXYGEN					
			HAZMAT FEE SALES TAX INVOICE#					
			9969061047 ACCT#2287851					
-----								
STATE FIRE ALLOTMENT 467.14								
-----								
01 O	112022	AXON ENTERPRISES, INC.	X2 TASER BATTERIES	401-50-2222	326320	06/03/2020		35208
	737.50		X2 TASER CARTRIDGES	401-50-2222		/		35208
	06/03/2020		ESTIMATED SHIPPING AND TAX			/		35208
			INVOICE#SI-1658281 ACCT#141778					
-----								
COUNTY SHERIFF 737.50								
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01 O	112023	C & H METALCRAFTS	TORRANCE COUNTY FIRE & RESCUE	413-91-2236	476320	06/03/2020		35106
	357.00		PATCHES			/		35106
	06/03/2020		SHIPPING	413-91-2236		/		35106
			INVOICE#1009					
-----								
STATE FIRE ALLOTMENT 357.00								
-----								
01 O	112024	CATERPILLAR FINANCIAL SVCS	CORCONTRACT 001-0767488-000	621-96-2613	446320	06/03/2020		1782.94
	1782.94		MONTH OF JUNE 2020 INVOICE#					
	06/03/2020		20995127 ACCT#24480					
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CAPITAL OUTLAY GROSS R 1782.94								
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01 O	112025	CORECTVIC INC.	INVOICE#USMS 042020 ACCT#	825-70-2172	506320	06/03/2020		88615.22
	88615.22		CORECTVIC/TORRANCE REIMBURSEMENT					
	06/03/2020		FOR HOUSING OF USMS INMATES					
			APRIL 2020 REIMBURSEMENT FOR					
			TRANSPORT USMS INMATES APRIL					
			2020 REIMBURSEMENT FOR MEDICAL					





CK# DATE Name Description Line Item Invoice # DATE PO # Amount

ADULT INMATE CARE	88615.22						
01 0 112026	CORRECTIV INC.	INMATE HOUSING	420-70-2172	516320	06/03/2020	47500.00	
47726.52		INMATE MEDICAL	420-70-2173	/	/	226.52	
06/03/2020		052020 ACCT#CORRECTIVC/TORRANCE					
		GUTIERREZ/SMITH THOMPSON/					
		SMITH					

ADULT INMATE CARE	47726.52						
01 0 112027	CORRECTIV INC.	INV TCDF CLIN 0003 0005-MAR	825-70-2172	526320	06/03/2020	63387.51	
63387.51		INV TCDF CLIN 00030005-FEB					
06/03/2020		INV TCDF CLIN 0003 0005-APR					
		INV TCDF CLIN 0003 0005-JAN					

ADULT INMATE CARE	63387.51						
01 0 112028	DE LAGE LANDEN FINANCIAL SERVICE CONTRACT FOR	STATE FIRE ALLOTMENT	288.19	186320	06/03/2020	34748	288.19
288.19		INVOICE#68135708 ACCT#25551986					
06/03/2020							

01 0 112029	DE LAGE LANDEN FINANCIAL SERVICE CONTRACT FOR	STATE FIRE ALLOTMENT	288.19	196320	06/03/2020	34749	318.62
318.62		INVOICE#68129392 ACCT#25569218					
06/03/2020							

COUNTY MANAGER	318.62						
01 0 112030	DE LAGE LANDEN FINANCIAL SERVICE CONTRACT FOR	COUNTY ASSESSOR	352.15	206320	06/03/2020	34747	352.15
352.15		INVOICE#68129405 ACCT#25569228					
06/03/2020							

COUNTY ASSESSOR	352.15						
01 0 112031	DE LAGE LANDEN FINANCIAL SERVICE CONTRACT FOR	FINANCE DEPARTMENT	318.62	216320	06/03/2020	34751	318.62
318.62		INVOICE#68129415 ACCT#25569230					
06/03/2020							

01 0 112032	DE LAGE LANDEN FINANCIAL SERVICE CONTRACT FOR	FINANCE DEPARTMENT	318.62	226320	06/03/2020	34757	328.70
328.70		INVOICE#68129395 ACCT#25569223					
06/03/2020							

01 0 112033	DE LAGE LANDEN FINANCIAL SERVICE CONTRACT FOR	PLANNING & ZONING	328.70	236320	06/03/2020	34752	258.11
258.11		INVOICE#38129429 ACCT#25569234					
06/03/2020							

01 0 112034	DE LAGE LANDEN FINANCIAL SERVICE CONTRACT TREASURE COPPER JUNE	WIND PILT	258.11	246320	06/03/2020	276.69	276.69
276.69		INVOICE#					
06/03/2020							

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CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	112035	DESIGN SILK SCREEN PRINTERS	2 - 12" DIAMETER 2 COLOR COUNTY	401-65-2248	546320	06/03/2020	35269	240.00
	300.00		DOOR LOGOS				35269	
	06/03/2020		REMOVE EXCESS GLUE	401-65-2248		/ /	35269	60.00
			UNIT M6				35269	
			INVOICE#35178 ACCT#1214					

OPERATIONS & MAINTENAN 300.00								
01 0	112036	DIRECTV, LLC.	BUSINESS SELECT PACK MAY 2020	411-92-2271	86320	06/03/2020		64.34
	64.34		INVOICE#3746399598 ACCT#					
	06/03/2020		069212456					

1/4% FIRE EXCISE TAX 64.34								
01 0	112037	DT AUTOMOTIVE	FUEL PUMP	401-50-2201	306320	06/03/2020	35264	430.00
	530.00		LABOR	401-50-2201		/ /	35264	100.00
	06/03/2020		LP: G99466				35264	
			MILEAGE: 117,979					
			INVOICE#TCSO 35264					

COUNTY SHERIFF 530.00								
01 0	112038	DT AUTOMOTIVE	TIRES	401-50-2201	316320	06/03/2020	35272	660.00
	720.00		MOUNT AND BALANCE	401-50-2201		/ /	35272	60.00
	06/03/2020		LP: G83666				35272	
			MILEAGE: 187,427					
			INVOICE#TCSO 35272					

COUNTY SHERIFF 720.00								
01 0	112039	DT AUTOMOTIVE	OIL CHANGES, TIRES, TIRE	401-50-2201	596320	06/03/2020	34935	2538.00
	2538.00		ROTATIONS, ALIGNMENTS, FILTERS,				34935	
	06/03/2020		FLUIDS, TIRE REPAIRS, AND TCSO				34935	
			UNIT MAINTENANCE					
			MARCH 2020/INVOICE#TCSO 34935					

COUNTY SHERIFF 2538.00								
01 0	112040	EMW GAS ASSOCIATION	MONTHLY GAS BILLING MAY 2020/	406-91-2209	16320	06/03/2020		49.30
	189.25		DIST 2 VFD/70-3680-000	418-91-2209		/ /		41.11
	06/03/2020		DIST 6 VFD/30-0500-000	405-91-2209		/ /		45.32
			DIST 5 VFD/71-6230-000	911-80-2209		/ /		53.52
			DISPATCH/60-9530-000					

STATE FIRE ALLOTMENT 135.73 911-DISPATCH CENTER 53.52								
01 0	112041	EMW GAS ASSOCIATION	MONTHLY GAS BILLING MAY 2020	402-61-2209	26320	06/03/2020		27.26
	247.67		ROAD/10-5690-000	413-91-2209		/ /		86.11
	06/03/2020		FIRE ADMIN/10-6140-001	408-91-2209		/ /		82.66
			DIST 3 VFD/60-5390-000	401-82-2209		/ /		51.64
			ANIMAL SERVICES/60-0580-010					

COUNTY ROAD SHOP 27.26 STATE FIRE ALLOTMENT 168.77 ANIMAL SERVICES 51.64								
01 0	112042	EMW GAS ASSOCIATION	MONTHLY GAS BILLING MAY 2020	405-91-2209	36320	06/03/2020		35.41
	370.52		DIST 5 VFD/71-4510-000	401-15-2209		/ /		154.61
	06/03/2020		COURTHOUSE/10-1850-000	408-91-2209		/ /		27.67
			DIST 3 VFD/60-9250-000					

STATE FIRE ALLOTMENT

63.08

ADMINISTRATIVE OFFICES

154.61

JUDICIAL COMPLEX MAINT

152.83

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401-16-2209

/ /

152.83

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	112043	EMW GAS ASSOCIATION	MONTHLY GAS BILLING MAY 2020	612-20-2308	46320	06/03/2020		24.82
	235.40		CLERK/VOTING/10-6380-000	402-61-2209		/		96.11
	06/03/2020		ROAD/10-1860-000	401-24-2209		/		50.48
			HEALTH DEPT/10-1990-010	401-36-2209		/		63.99

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
		COUNTY CLERK	COUNTY ROAD SHOP	96.11				50.48
		ESTANCLIA SENIOR CENTER	HEALTH DEPT BUDG MAINT					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	112044	EMW GAS ASSOCIATION	MONTHLY GAS BILLING MAY 2020	401-37-2209	56320	06/03/2020		72.91
	96.91		MORINARY SC/20-2330-010			/		
	06/03/2020		FAIR BOARD/10-4090-000	412-53-2209		/		24.00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
		MORINARY SENIOR CENTER	COUNTY FAIR	24.00				
		ESTANCLIA, TOWN OF	WATER DATE OF SERVICE 04/14/20	401-15-2210	76320	06/03/2020		187.61
			TO 05/14/20 ADMIN/1112			/		
			ROAD/1108	402-61-2210		/		180.76
			FAIR BOARD/750	412-53-2210		/		68.77
			HEALTH DEPT/373	401-24-2210		/		101.24
			FAIR BOARD/291	412-53-2210		/		44.73
			SENIOR CENTER/249	401-36-2210		/		113.57
			JUDICIAL/40	401-16-2210		/		240.33
			FIRE ADMIN/1380	413-91-2210		/		119.24

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
		ADMINISTRATIVE OFFICES	COUNTY ROAD SHOP	180.76				
		HEALTH DEPT BLDG MAINT	COUNTY FAIR	113.50				
		STATE FIRE ALLOTMENT	JUDICIAL COMPLEX MAINT	240.33				

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	112046	GRAINGER, INC.	FIRE LANE STENCIL 18"	621-96-2612	536320	06/03/2020		35156
	615.29		NO PARKING STENCIL 12"	621-96-2612		/		35156
	06/03/2020		BIKING LANE STENCIL 24"	621-96-2612		/		35156
			PAVEMENT STENCIL LINES 9"	621-96-2612		/		35156
			BIKE RACK, 2 SIDED 6 BIKES	621-96-2612		/		35156
			COUNTY ADMINISTRATION			/		35156
			PARKING LOT PROJECT			/		35156
			ACCT#818809576			/		35156

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
		CAPITAL OUTLAY GROSS R		615.29				
01 O	112047	HOLLYFRONTIER REFINING &	TONS FOG SEAL	402-64-2408	5352820	05/28/2020		35136
	28242.74		TONS FOG SEAL	402-62-2406		/		35136
	06/03/2020		IFB 2020-03 CSS-1 FOG SEAL			/		35136
			NOT TO EXCEED 600 TONS			/		35136
			INVOICE#2350-6299-5314-7862-8703			/		35136

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
		SP PROJECT	CAP PROJECT	7186.47				
01 O	112048	LOBO INTERNET SERVICES LTD	TORRANCE COUNTY ANIMAL SERVICES	401-82-2207	396320	06/03/2020		48.46
	48.46		JUNE 2020 REF#N12084-6 ACCT#			/		
	06/03/2020		12084			/		

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
		ANIMAL SERVICES		48.46				
01 O	112049	LUKE ARNOLD	TREATMENT CONTRACT INVOICE-WAY	605-03-2272	416320	06/03/2020		300.00
	300.00		2020			/		
	06/03/2020					/		



DATE: 07/04/20 12:08:16 (CHFC60) CHECK LISTING CHECKS PRINTED 05/22/2020 TO 06/04/2020

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	112050	MARLIN BUSINESS BANK	MONTHLY CONTRACT FOR COPIER	911-80-2203	66320	06/03/2020	34840	247.28
	247.28		INVOICE#18083112 ACCT#1441060					
	06/03/2020							

SP PROJECT	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
911-DISPATCH CENTER								
	247.28							
01 0	112051	MORTARIY CONCRETE PRODUCTS	TONS OF BASE COURSE	402-64-2408	606320	06/03/2020	35226	23511.30
	23511.30		SP-5-18(186) PROJECT					
	06/03/2020		HERITAGE ROAD					
			INVOICE#5-18/5-19/5-20					
			ACCT#100227					

SP PROJECT	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	112052	MOUNTAINAIR, TOWN OF	MONTHLY CHARGES MAY 2020	401-24-2210	386320	06/03/2020		96.84
	219.80		MOUNTAINAIR SENIOR CENTER					
	06/03/2020		ACCT#1716					

HEALTH DEPT BLDG MAINT	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	112053	MOUNTAINAIR, TOWN OF	LMI OVERTIME ACTIVITY MAY 19, 2020	605-03-2272	426320	06/03/2020		50.00
	50.00							
	06/03/2020							

DWI DISTRIBUTION GRANT	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	112054	MYERS ENTERPRISES, INC.	STUN-CUPF MAGNUM PLUS W/DATA	401-50-2222	336320	06/03/2020	35209	2000.00
	2025.00		PORT SYSTEM					
	06/03/2020		ESTIMATED SHIPPING/HANDLING & TAX					
			INVOICE#4369					

COUNTY SHERIFF	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	112055	ORTIZ, ADRIAN	TEEN COURT SERVICES MAY 2020	605-03-2271	586320	06/03/2020		3217.45
	3217.45		NMGRT INVOICE#5312020					
	06/03/2020							

DWI DISTRIBUTION GRANT	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	112056	PACIFIC OFFICE AUTOMATION, INC.	MANAGER EQUIPMENT MAINT 5/2020	401-10-2203	456320	06/03/2020		690.91
	805.93		ROAD EQUIPMENT MAINT 5/2020					
	06/03/2020		INVOICE#5567552 ACCT#1821290					

COUNTY MANAGER	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	112057	PITNEY BOWES	PURCHASE POWER	401-10-2206	566320	06/03/2020		2046.87
	2046.87		POSTAGE REFILL ON 4/27/20					
	06/03/2020		5/12/20 METER POSTAGE OVERAGE					
			FEE FINANCE CHARGE ACCT#					
			8000-9090-0137-3179					

COUNTY MANAGER	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	112058	PLATEAU WIRELESS	BUSINESS 2 NM TELEPHONE INTERNET	407-91-2207	436320	06/03/2020		145.05
	145.05		SERVICES PHONE #575-584-2244					
	06/03/2020							



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CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	AMOUNT
01 O	112059	PRUDENTIAL OVERALL SUPPLY	MATS AND MOPS COUNTY ADMIN	401-15-2203	256320	06/03/2020		35.14
	128.37		UNIFORMS STETSON/ARLEY	401-65-2236		/ /		37.61
	06/03/2020		JUDICIAL COMPLEX INVOICE#	401-16-2203		/ /		55.62
			45054-6119 & 45054-6118					
			ACCT#6529480					

ADMINISTRATIVE OFFICES	35.14	OPERATIONS & MAINTENAN	37.61	JUDICIAL COMPLEX MAINT	55.62			
01 O	112060	RICH FORD SALES	WORKS OIL CHANGE, 2 BATTERIES	604-83-2201	146320	06/03/2020		35189
	492.68		(INCL TAX, SHOP SUPPLIES)					35189
	06/03/2020		2005 FORD EXCURSION					35189
			VIN 1FMSU41P95EC25085					35189
			PLATE 08943G					35189

COMMUNICATIONS/EMS TAX	492.68							
01 O	112061	SANTA FE CNTY JUVENILE FACILITY/APRIL HOUSING	INVOICE#TOR04-2017	420-72-2172	286320	06/03/2020		3700.00
	3700.00							
	06/03/2020							

JUVENILE INMATE CARE	3700.00							
01 O	112062	SENERGY PETROLEUM, LLC	FUEL INVOICE#CPSI-2933	675-07-2202	376320	06/03/2020		50.87
	50.87							
	06/03/2020							

RURAL ADDRESSING	50.87							
01 O	112063	SIRCHE FINGERPRINT LABORATORIES/FINGERPRINT PAD	ADDITIONAL EVIDENCE SUPPLIES	401-50-2222	346320	/ /		35217
	619.94		ESTIMATED SHIPPING & HANDLING	401-50-2222		/ /		35217
	06/03/2020		TAX			/ /		35217
			INVOICE#0446936-IN					

COUNTY SHERIFF	619.94							
01 O	112064	STAPLES BUSINESS ADVANTAGE	ELECTRIC STAPLER, REGULAR	401-82-2219	296320	06/03/2020		35032
	58.50		REGULAR STAPLER, STAPLES.					35032
	06/03/2020		INVOICE#3446798433 ACCT#DAL					
			70109685					

ANIMAL SERVICES	58.50							
01 O	112065	TC AND F, LLC	5 GALLONS ROUND UP POWER MIX	401-15-2238	556320	06/03/2020		35275
	112.50		INVOICE#1659					112.50
	06/03/2020							

ADMINISTRATIVE OFFICES	112.50							
01 O	112066	TILLERY CHEVROLET GMC INC	OIL CHANGE/TIRE ROTATION	604-83-2201	156320	06/03/2020		35190
	101.63		SHOP SUPPLIES	604-83-2201		/ /		35190
	06/03/2020		TAX	604-83-2201		/ /		35190
			AIR FILTER	604-83-2201		/ /		35190
			2019 CHEVY TAHOE					35190
			VIN 1FMSU41P95EC25085					35190
			PLATE 08613G					35190

COMMUNICATIONS/EMS TAX 101.63

01 0 112067 TIC PLUMBING & UTILITY WATER LEAK REPAIR ABOVE HUMAN 621-96-2611 126320 06/03/2020 35146 2157.50

CK# DATE Name Description Line Item Invoice # DATE PO # Amount  
 2157.50  
 06/03/2020 RESOURCES OFFICE COUNTY 35146  
 ADMINISTRATION 35146  
 INVOICE#SMS2540904 ACCT#21945

CAPITAL OUTLAY GROSS R 2157.50  
 01 O 112068 TLC PLUMBING & UTILITY 401-15-2215 356320 06/03/2020 35207 3758.70  
 4054.70  
 06/03/2020 REPLACE THE SUPPLY AND RETURN CONTROL DAMPERS IN TWO OFFICES  
 ASSESSOR OFFICE - JESSE LUCERO  
 COUNTY ATTORNEY - JOHN BUTTRICK  
 TAX 401-15-2215  
 COUNTY ADMINISTRATION / /  
 MMWPA #90-000-18-00073  
 INVOICE#SMS2555403 ACCT#21945 35207 35207 35207

ADMINISTRATIVE OFFICES 4054.70  
 01 O 112069 TRIADIC INC. 641-09-2228 136320 06/03/2020 2409.68  
 2409.68  
 06/03/2020 TRIADIC PC INSTALLATION AND CONFIGURATION MILEAGE MMGR  
 REF PO #34861 INVOICE#1701252

WIND PILT 2409.68  
 01 O 112070 TRIADIC INC. 401-55-2219 466320 06/03/2020 100.00  
 212.84 401-55-2219 / / 34763 96.00  
 06/03/2020 1095 FORM 401-55-2219 / / 34763 16.84  
 SHIPPING INVOICE#1701280 ACCT#1425

FINANCE DEPARTMENT 212.84  
 01 O 112071 TWO GUNZ CUSTOMZ & HYDROGRAPHICENSTALL DOOR DECALS FOR BRUSH 4 - FORD F550 409-91-2248 366320 06/03/2020 35245 50.00  
 50.00 INVOICE#1715 35245

STATE FIRE ALLOTMENT 50.00  
 01 O 112072 U.S. POSTMASTER 610-40-2269 486320 06/03/2020 35291 208.00  
 208.00 DUES FOR ASSESSOR 35291  
 06/03/2020 ACCT#PERMIT NO 12

COUNTY ASSESSOR 208.00  
 01 O 112073 U.S. POSTMASTER 401-50-2269 496320 06/03/2020 35292 208.00  
 208.00 ANNUAL POST OFFICE BOX DUES FOR PO BOX 318 (TREASURER) 35292

COUNTY TREASURER 208.00  
 01 O 112074 UNIVERSAL BACKGROUND SCREENING PRE-EMPLOYMENT BACKGROUND CHECK 401-10-2271 576320 06/03/2020 34485 73.14  
 73.14 TORRANCE COUNTY STANDARD PACKAGE  
 J. FLORES J. GONZALES INVOICE#  
 202004013415

06/03/2020  
 COUNTY MANAGER 73.14

01 O 112075 US BANK CORPORATE PAYMENT SYSTEMVEHICLE FUEL APRIL/MAY 2020 406-91-2202 166320 06/03/2020 66.78  
 9254.26 DIST 2 VFD

DLST 3 VFD  
DIST 4 VFD

408-91-2202  
409-91-2202

/ /  
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258.04  
30.85

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			DIST 5 VFD	405-91-2202		/ /		280.37
			FIRE ADMIN	413-91-2202		/ /		635.24
			MANAGER	401-10-2202		/ /		94.81
			CIVIL DEFENSE	604-83-2202		/ /		295.12
			PZ	401-08-2201		/ /		247.59
			CLERK	401-21-2206		/ /		31.75
			TREASURER	401-30-2202		/ /		25.50
			OPS AND MAINT	401-65-2202		/ /		194.55
			ELECTRONIC MONITORING	420-73-2202		/ /		41.30
			ANIMAL SERVICES	401-82-2202		/ /		141.87
			SHERIFF	401-50-2202		/ /		5226.96
			TRANSPORT/ACCT#556963455537891	420-74-2202		/ /		1683.53

STATE FIRE ALLOTMENT 1271.28 COUNTY MANAGER 94.81 COMMUNICATIONS/EMS TAX 295.12  
 PLANNING & ZONING 247.59 ELECTIONS 31.75 COUNTY TREASURER 25.50  
 OPERATIONS & MAINTENAN 194.55 COMMUNITY MONITORING 41.30 ANIMAL SERVICES 141.87  
 COUNTY SHERIFF 5226.96 TRANSPORTATION OF PRIS 1683.53

01 O 112076 VEXUS  
 16.06 LONG DISTANT FAXES/CLERK 401-20-2207 4.01  
 06/03/2020 TREASURER MAY 2020 401-30-2207 4.01  
 ASSESSOR 401-40-2207 4.02  
 SHERIFF ACCT#85841014481 401-50-2207 4.02

COUNTY CLERK 4.01 COUNTY TREASURER 4.01 COUNTY ASSESSOR 4.02  
 COUNTY SHERIFF 4.02

01 O 112077 WASTE MANAGEMENT OF NM INC. DUMPSTER CHARGES FOR DIST 3 VFD 408-91-2210 96320 06/03/2020 437.69  
 961.23 SERVICES 753 SALT MISSION TRL  
 06/03/2020 INVOICE DATE 05/26/2020  
 INVOICE#8665398-0573-3 ACCT# 2-08123-14009

DUMPSTER CHARGES FOR DIST 5 VFD 405-91-2210 106320 06/03/2020 387.32  
 SERVICES 44 CARL CANNON RD  
 INVOICE DATE 05/26/2020 INVOICE #8673160-0573-7 ACCT#18-98130-33003

DUMPSTER CHARGES FOR ANIMAL 401-82-2210 116320 06/03/2020 136.22  
 SERVICES 751 SALT MISSION TRL  
 INVOICE DATE 05/26/2020 INVOICE #8673011-0573-2 ACCT#9-35442-03003

STATE FIRE ALLOTMENT 825.01 ANIMAL SERVICES 136.22  
 111 356404.01 / / TOTAL 29512.13 VOIDS

\*\* GRAND TOTAL \*\* 356,404.01

\*\*TOTAL 43,084.31

\*\*DEPT GENERAL FUND .00

401-08-2201 PLANNING & ZONING 576.29 .00

401-08-2203 MAINTENANCE & REPAIRS - VEHICLES 247.59 .00

401-10-2202 CONTRACTS - EQUIPMENT MAINT 328.70 .00

\*\*DEPT COUNTY MANAGER 8,224.35 .00

401-10-2202 SUPPLIES - VEHICLE FUEL 94.81 .00

401-10-2203 CONTRACTS - EQUIPMENT MAINT 1,009.53 .00

401-10-2206 POSTAGE 7,046.87 .00

401-10-2271 CONTRACT - OTHER SERVICES 73.14 .00

\*\*DEPT ADMINISTRATIVE OFFICES MAINTENAN 6,922.25 .00

401-15-2203 CONTRACTS - EQUIPMENT MAINT 70.28 .00

401-15-2209 UTILITIES - NATURAL GAS/PROPANE 154.61 .00

401-15-2210 UTILITIES - WATER 187.61 .00

401-15-2215 MAINTENANCE & REPAIRS-BUILD/STRU 4,064.03 .00

401-15-2238 MAINTENANCE & REPAIRS-GROUNDS/RO 2,445.72 .00

\*\*DEPT JUDICIAL COMPLEX MAINTENANCE 504.40 .00

401-16-2203 CONTRACTS - EQUIPMENT MAINT 111.24 .00

401-16-2209 UTILITIES - NATURAL GAS/PROPANE 152.83 .00

401-16-2210 UTILITIES - WATER 240.33 .00

\*\*DEPT COUNTY CLERK 4.01 .00

401-20-2207 TELECOMMUNICATIONS 4.01 .00

\*\*DEPT ELECTIONS 61.74 .00

401-21-2206 POSTAGE 31.75 .00

401-21-2219 SUPPLIES - GENERAL OFFICE 29.99 .00

\*\*DEPT HEALTH DEPT BLDG MAINTENANCE 371.52 .00

401-24-2209 UTILITIES - NATURAL GAS/PROPANE 173.44 .00

401-24-2210 UTILITIES - WATER 198.08 .00

\*\*DEPT COUNTY TREASURER 945.06 .00

401-30-2202 SUPPLIES - VEHICLE FUEL 25.50 .00

401-30-2203 CONTRACTS - EQUIPMENT MAINT 276.69 .00

401-30-2207 TELECOMMUNICATIONS 4.01 .00

401-30-2219 SUPPLIES - GENERAL OFFICE 350.85 .00

401-30-2221 PRINTING/PUBLISHING/ADVERTISING 80.01 .00

401-30-2269 SUBSCRIPTIONS & DUES 208.00 .00

\*\*DEPT ESTANCIA SENIOR CENTER MAINT 177.56 .00

401-36-2209 UTILITIES - NATURAL GAS/PROPANE 63.99 .00

401-36-2210 UTILITIES - WATER 113.57 .00

\*\*DEPT MORIARTY SENIOR CENTER MAINT 72.91 .00

401-37-2209 UTILITIES - NATURAL GAS/PROPANE 72.91 .00

\*\*DEPT COUNTY ASSESSOR 4.02 .00

401-40-2207 TELECOMMUNICATIONS 4.02 .00

\*\*DEPT COUNTY SHERIFF 23,468.15 .00

401-50-2201 MAINTENANCE & REPAIRS - VEHICLES 8,346.00 .00

401-50-2202 SUPPLIES - VEHICLE FUEL 5,226.96 .00

701-50-2219

TELECOMMUNICATIONS  
SUPPLIES - GENERAL OFFICE

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1,085.52

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401-50-2222 SUPPLIES - FIELD 8,047.45 .00  
 401-50-2231 SUPPLIES - WEAPONS/AMMUNITION 397.65 .00  
 401-50-2236 SUPPLIES - UNIFORMS 360.55 .00

\*\*DEPT  
 401-55-2203 FINANCE DEPARTMENT 579.69 .00  
 401-55-2219 CONTRACTS - EQUIPMENT MAINT 318.62 .00  
 SUPPLIES - GENERAL OFFICE 261.07 .00

\*\*DEPT  
 401-65-2202 OPERATIONS & MAINTENANCE 569.77 .00  
 401-65-2236 SUPPLIES - VEHICLE FUEL 194.55 .00  
 401-65-2248 SUPPLIES - UNIFORMS 75.22 .00  
 SUPPLIES - SAFETY 300.00 .00

\*\*DEPT  
 401-82-2202 ANIMAL SERVICES 436.69 .00  
 401-82-2207 SUPPLIES - VEHICLE FUEL 141.87 .00  
 401-82-2209 TELECOMMUNICATIONS 48.46 .00  
 401-82-2210 UTILITIES - NATURAL GAS/PROPANE 51.64 .00  
 401-82-2219 UTILITIES - WATER 136.22 .00  
 SUPPLIES - GENERAL OFFICE 58.50 .00

\*\*DEPT  
 401-90-2219 PROBATE JUDGE 165.90 .00  
 SUPPLIES - GENERAL OFFICE 165.90 .00

\*\*TOTAL  
 ROAD FUND 54,507.54 .00

\*\*DEPT  
 402-60-2203 COUNTY ROAD DEPARTMENT 2,274.37 .00  
 402-60-2244 CONTRACTS - EQUIPMENT MAINT 115.02 .00  
 402-60-2248 MAINTENANCE & REPAIRS-MACHINERY 1,913.81 .00  
 SUPPLIES - SAFETY 245.54 .00

\*\*DEPT  
 402-61-2209 COUNTY ROAD SHOP 479.13 .00  
 402-61-2210 UTILITIES - NATURAL GAS/PROPANE 123.37 .00  
 402-61-2215 UTILITIES - WATER 180.76 .00  
 MAINTENANCE & REPAIRS-BUILD/STRU 175.00 .00

\*\*DEPT  
 402-62-2406 CAP PROJECT 7,186.47 .00  
 CAP-5-18(542) 7,186.47 .00

\*\*DEPT  
 402-64-2408 SP PROJECT 44,567.57 .00  
 SP-5-18(186) 44,567.57 .00

\*\*TOTAL  
 DISTRICT 5 VFD 1,614.14 .00

\*\*DEPT  
 405-91-2201 STATE FIRE ALLIOTMENT 1,614.14 .00  
 405-91-2202 MAINTENANCE & REPAIRS - VEHICLES 75.00 .00  
 405-91-2209 SUPPLIES - VEHICLE FUEL 280.37 .00  
 405-91-2210 UTILITIES - NATURAL GAS/PROPANE 80.73 .00  
 405-91-2210 UTILITIES - WATER 387.32 .00  
 405-91-2230 SUPPLIES - MEDICAL 417.96 .00  
 405-91-2248 SUPPLIES - SAFETY 372.76 .00

\*\*TOTAL  
 DISTRICT 2 VFD 1,001.60 .00

\*\*DEPT  
 406-91-2201 STATE FIRE ALLIOTMENT 1,001.60 .00  
 406-91-2202 MAINTENANCE & REPAIRS - VEHICLES 75.00 .00  
 406-91-2209 SUPPLIES - VEHICLE FUEL 66.78 .00  
 406-91-2248 UTILITIES - NATURAL GAS/PROPANE 49.30 .00  
 406-91-2248 SUPPLIES - SAFETY 745.52 .00  
 406-91-2266 EMPLOYEE TRAINING 65.00 .00

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\*\*TOTAL

DISTRICT 1 VFD

517.81

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\*\*DEPT 407-91-2207 STATE FIRE ALLOTMENT 517.81 .00  
 407-91-2248 TELECOMMUNICATIONS 145.05 .00  
 SUPPLIES - SAFETY 372.76 .00  
 \*\*TOTAL DISTRICT 3 VFD 2,220.04 .00

\*\*DEPT 408-91-2201 STATE FIRE ALLOTMENT 2,220.04 .00  
 408-91-2202 MAINTENANCE & REPAIRS - VEHICLES 150.00 .00  
 408-91-2209 SUPPLIES - VEHICLE FUEL 258.04 .00  
 408-91-2210 UTILITIES - NATURAL GAS/PROPANE 110.33 .00  
 408-91-2218 UTILITIES - WATER 437.69 .00  
 408-91-2230 MAINTENANCE & REPAIR-FURN/FIX/EQ 18.30 .00  
 408-91-2248 SUPPLIES - MEDICAL 313.78 .00  
 SUPPLIES - SAFETY 931.90 .00  
 \*\*TOTAL DISTRICT 4 VFD 1,395.50 .00

\*\*DEPT 409-91-2202 STATE FIRE ALLOTMENT 1,395.50 .00  
 409-91-2248 SUPPLIES - VEHICLE FUEL 30.85 .00  
 SUPPLIES - SAFETY 1,364.65 .00  
 \*\*TOTAL L. E. PROTECTION FUND 2,433.77 .00

\*\*DEPT 410-50-2222 COUNTY SHERIFF 2,433.77 .00  
 SUPPLIES - FIELD 2,433.77 .00  
 \*\*TOTAL COUNTY FIRE PROTECTION FUND 4,508.13 .00

\*\*DEPT 411-92-2230 1/4% FIRE EXCISE TAX 4,508.13 .00  
 411-92-2248 SUPPLIES - MEDICAL 1,092.60 .00  
 411-92-2271 SUPPLIES - SAFETY 1,611.19 .00  
 CONTRACT - OTHER SERVICES 1,804.34 .00  
 \*\*TOTAL COUNTY PAIR 137.50 .00

\*\*DEPT 412-53-2209 COUNTY PAIR 137.50 .00  
 412-53-2210 UTILITIES - NATURAL GAS/PROPANE 24.00 .00  
 UTILITIES - WATER 113.50 .00  
 \*\*TOTAL FIRE DEPARTMENT ADMTN 2,432.64 .00

\*\*DEPT 413-91-2201 STATE FIRE ALLOTMENT 2,432.64 .00  
 413-91-2202 MAINTENANCE & REPAIRS - VEHICLES 150.00 .00  
 413-91-2209 SUPPLIES - VEHICLE FUEL 635.24 .00  
 413-91-2210 UTILITIES - NATURAL GAS/PROPANE 86.11 .00  
 413-91-2236 UTILITIES - WATER 119.24 .00  
 413-91-2248 SUPPLIES - UNIFORMS 357.00 .00  
 413-91-2266 SUPPLIES - SAFETY 606.84 .00  
 413-91-2271 EMPLOYEE TRAINING 65.00 .00  
 CONTRACT - OTHER SERVICES 413.21 .00  
 \*\*TOTAL DISTRICT 6 VFD 413.87 .00

\*\*DEPT 418-91-2209 STATE FIRE ALLOTMENT 413.87 .00  
 418-91-2248 UTILITIES - NATURAL GAS/PROPANE 41.11 .00  
 SUPPLIES - SAFETY 372.76 .00  
 \*\*TOTAL JAIL FUND 55,019.33 .00

\*\*DEPT

ADULT INMATE CARE

47,726.52

.00

	DEBITS	CREDITS	
420-70-2172	CARE OF INMATES	47,500.00	.00
420-70-2173	INMATE MEDICAL	226.52	.00
**DEPT	JUVENILE INMATE CARE	5,185.00	.00
420-72-2172	CARE OF INMATES	5,185.00	.00
**DEPT	COMMUNITY MONITORING	372.28	.00
420-73-2202	SUPPLIES - VEHICLE FUEL	41.30	.00
420-73-2218	MAINTENANCE & REPAIR-FURN/FIX/EQ	330.98	.00
**DEPT	TRANSPORTATION OF PRISONERS	1,735.53	.00
420-74-2202	SUPPLIES - VEHICLE FUEL	1,683.53	.00
420-74-2205	TRAVEL - EMPLOYEES	52.00	.00
**TOTAL	CIVIL DEFENSE FUND	1,994.15	.00
**DEPT	COMMUNICATIONS/EWS TAX	1,594.15	.00
604-83-2201	MAINTENANCE & REPAIRS - VEHICLES	1,699.03	.00
604-83-2202	SUPPLIES - VEHICLE FUEL	295.12	.00
**TOTAL	DWI PROGRAM FUND	3,567.45	.00
**DEPT	DWI DISTRIBUTION GRANT FY20	3,567.45	.00
605-03-2271	CONTRACT - OTHER SERVICES	3,217.45	.00
605-03-2272	CONTRACT - PROFESSIONAL SERVICES	350.00	.00
**TOTAL	TREASURER'S FEE	30.21	.00
**DEPT	COUNTY TREASURER	30.21	.00
609-30-2219	SUPPLIES - GENERAL OFFICE	30.21	.00
**TOTAL	PROPERTY VALUATION FUND	560.15	.00
**DEPT	COUNTY ASSESSOR	560.15	.00
610-40-2203	CONTRACTS - EQUIPMENT MAINT	352.15	.00
610-40-2269	SUBSCRIPTIONS & DUES	208.00	.00
**TOTAL	CLERK'S EQUIPMENT FUND	24.82	.00
**DEPT	COUNTY CLERK	24.82	.00
612-20-2308	VOTING MACHINE STORAGE	24.82	.00
**TOTAL	RHCA GRANT	7,502.00	.00
**DEPT	RHCA GRANT FY20	7,502.00	.00
616-18-2272	CONTRACT - PROFESSIONAL SERVICES	7,502.00	.00
**TOTAL	COMPLETE COUNT GRANT	2,435.00	.00
**DEPT	COMPLETE COUNT	2,435.00	.00
617-52-2221	PRINTING/PUBLISHING/ADVERTISING	300.00	.00
617-52-2271	CONTRACT - OTHER SERVICES	2,135.00	.00
**TOTAL	COUNTY INFRASTRUCTURE GRANT	4,800.00	.00
**DEPT	INFRASTRUCTURE GROSS RECEIPTS TX	4,800.00	.00
620-94-2618	CO - VEHICLES	4,800.00	.00
**TOTAL	CAPITAL OUTLAY GROSS RECEIPTS TX	9,028.71	.00

\*\*\*\*\*  
\*\*DEPT

CAPITAL OUTLAY GROSS RECEIPTS TX

9,028.71

00

621-96-2611 CO - BUILDINGS & IMPROVEMENTS 6,630.48 .00  
 621-96-2612 CO - LAND & LAND IMPROVEMENTS 615.29 .00  
 621-96-2613 CO-ROAD CONSTRUCTION/RECONSTRUCT 1,782.94 .00

\*\*\*TOTAL LOCAL GOVERNMENT PILOT 2,409.68 .00

\*\*DEPT 641-09-2228 WIND PILOT 2,409.68 .00  
 SOFTWARE 2,409.68 .00

\*\*\*TOTAL RURAL ADDRESSING 50.87 .00

\*\*DEPT 675-07-2202 RURAL ADDRESSING 50.87 .00  
 SUPPLIES - VEHICLE FUEL 50.87 .00

\*\*\*TOTAL DOMESTIC VIOLENCE GRANT 258.11 .00

\*\*DEPT 690-09-2203 WIND PILOT 258.11 .00  
 CONTRACTS - EQUIPMENT MAINT 258.11 .00

\*\*\*TOTAL IMMIGRATION & CUSTOMS ENFORCEMENT 152,002.73 .00

\*\*DEPT 825-70-2172 ADULT INMATE CARE 152,002.73 .00  
 CARE OF INMATES 152,002.73 .00

\*\*\*TOTAL NMDOH CITIES READINESS INITIATIV 415.92 .00

\*\*DEPT 829-78-2248 DOH CITIES READINESS INITIATIVE 415.92 .00  
 SUPPLIES - SAFETY 415.92 .00

\*\*\*TOTAL EMERGENCY-911 FUND 2,038.03 .00

\*\*DEPT 911-80-2203 911-DISPATCH CENTER 927.91 .00  
 CONTRACTS - EQUIPMENT MAINT 247.28 .00

911-80-2209 UTILITIES - NATURAL GAS/PROPANE 53.52 .00  
 911-80-2218 MAINTENANCE & REPAIR-FURN/FIX/EQ 460.98 .00  
 911-80-2248 SUPPLIES - SAFETY 166.13 .00

\*\*DEPT 911-85-2266 DFA TRAINING GRANT 1,110.12 .00  
 EMPLOYEE TRAINING 1,110.12 .00

BANK01 US BANK 356,404.01 .00  
 \*\* BANK TOTALS \*\* 356,404.01 .00



*Agenda Item  
No. 10-A*





# Torrance County Board of Commissioners

Meeting 6/10/2020

Item 10A

Department: Manager  
Prepared By: Wayne Johnson

## **Title: Torrance County Zoning Ordinance Amendments**

### **Sponsor:**

Manager

### **Action:**

Motion to approve publication of amendments to the Torrance County Zoning Ordinance.

### **Summary:**

The Planning and Zoning process has frustrated applicants due to unnecessary procedural challenges and a lack of clarity created by the inclusion of a Table of Land Uses. The amendments reinsert permissive and conditional uses into each defined zone district clarifying the code, removes the requirement for a second hearing by the BCC in the absence of an appeal, and shortens the time to file an appeal from 30 days to 15 days. The changes to the ordinance do not affect current land use zone districts, but rather clarify permissive and conditional uses.

### **Significant Issues:**

- Lack of clarity in the Land Use Table has led to costly litigation.
- Current timeframes can result in costly delays for applicants.
- Care has been taken to support current zoning and avoid unintended down zoning.
- A more predictable and efficient approval process benefits business owners and the public.
- This is a request for publication of the proposed amendments. County staff will place the amendments on the County website for public review.

### **Financial:**

None.

### **Staff Recommendation:**

Approval.

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**TORRANCE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
ORDINANCE NO. 2020-**

**TORRANCE COUNTY ZONING ORDINANCE AMENDMENTS**

**WHEREAS**, the current version of the Torrance County Zoning Ordinance was last revised in 2016; and,

**WHEREAS**, substantially identical to the original version passed in 1990, it introduced a Land Use Table that resulted in a lack of clarity for the public and staff; and,

**WHEREAS**, the 2016 version of the Torrance County Zoning Code requires a mandatory second hearing of all decisions regardless of whether an appeal has been filed; and,

**WHEREAS**, existing timelines for the filing of appeals often result months of unnecessary delay; and,

**WHEREAS**, unnecessary approval delays increase the cost of development for individuals and businesses which is an impediment to economic development; and,

**WHEREAS**, the Torrance County Board of Commissioners wishes to encourage and support proper development and minimize costs to landowners.

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY, NEW MEXICO** that the Torrance County Zoning Ordinance of 1990, last revised May 11, 2016 is hereby amended as follows:

**Section 8**

Re-letter Section 8C to 8D. Replace Section 8B with new sections 8B and 8C.

New text:

**B. Permissive Uses**. Any of the following permissive uses are allowed in this zone district:

1. Low intensity agricultural operations such as livestock grazing and related ranching activities; [REV: Ord. No. 95-5, 6/10/95; Ord. No. 95-11, 11/10/95]

- 1           2. Horse breeding, boarding and training;
- 2
- 3           3. Other low intensity production agriculture;
- 4
- 5           4. Cultivation and harvesting of plants and croplands;
- 6
- 7           5. Wood cutting and other activities related to harvesting trees;
- 8
- 9           6. Singular residential dwelling unit provided it is in compliance with the
- 10           requirements of the New Mexico Liquid Waste Disposal Regulations; and
- 11
- 12           7. Accessory uses and structures necessary to carry out the above listed
- 13           permissive uses.
- 14
- 15           8. Kennel, subject to the regulations of the Torrance County Animal Control
- 16           Ordinance. [REV: Ord. No. 95-11, 11/10/95; Ord. No. 2001-2, 3/14/01]
- 17

18 C. Conditional Uses. The following uses may be allowed in this district only upon  
19 permit granted by the Zoning Board:

- 20
- 21           1. Home occupations provided they are confined to the residence or
- 22           accessory structure, are clearly a secondary use of the structure and
- 23           present no visual impact to neighbors as viewed from adjoining property or
- 24           public thoroughfare;
- 25
- 26           2. Small Bed and Breakfast operations limited to two guest bathrooms;
- 27
- 28           3. Horseback riding stables, provided sufficient land exists to support the
- 29           number of animals maintained;
- 30
- 31           4. Dude ranch or other agricultural work experience operation;
- 32
- 33           5. Outfitters;
- 34
- 35           6. Essential public utility distribution structures;
- 36           [REV: Ord. No. 95-11, 11/10/95]
- 37
- 38           7. Communication structures and facilities; and
- 39           [REV: Ord. No. 90-4, 6/12/99]
- 40
- 41           8. One supplemental residential dwelling unit allowed on a parcel meeting
- 42           district minimum standards; 2 supplemental residential dwelling units
- 43           allowed on a parcel of at least eighty acres or 1/8 section.
- 44           [REV: Ord. No. 2001-2, 3/14/01]
- 45

1 **Section 8.1**

2 Re-letter Section 8.1C to 8.1D. Replace Section 8.1B with new sections 8.1B and 8.1C.

3 New text:

4 A. Permissive Uses. Any of the following permissive uses are allowed in this  
5 zone district:

- 6
- 7 1. Livestock grazing and related ranching activities;
- 8
- 9 2. Horse breeding, boarding or training activities;
- 10
- 11 3. Other livestock raising and breeding operations to include exotic birds and  
12 exotic wildlife; as long as such use is not a Feedlot. [REV: Ord. No. 2001-  
13 2, 3/14/01]
- 14
- 15 4. Cultivation and harvesting of plants and croplands;
- 16
- 17 5. Wood cutting and other activities related to harvesting of trees;
- 18
- 19 6. Livestock related training facilities, e.g. Rodeo training facilities, roping  
20 arenas, vet training facilities, etc.;
- 21
- 22 7. Single residential dwelling units; and
- 23
- 24 8. Accessory uses and structures necessary for the conduct of normal  
25 agricultural production including dwelling units for hired help and family  
26 members. [REV: Ord. No. 95-11, 11/10/95]
- 27
- 28
- 29 9. Kennel subject to the regulations of the Torrance County Animal Control  
30 Ordinance.

31

32 B. Conditional Uses. The following uses may be allowed in this zone district only  
33 upon permit granted by the Zoning Board:

- 34
- 35 1. Veterinary hospitals;
- 36 2. Home occupations provided they are clearly secondary to the  
37 agricultural use of the property;
- 38 3. Dude ranches or working ranch vacations/experiences;
- 39 4. Small Bed and Breakfast operations limited to two guest  
40 bathrooms;
- 41 5. Roadside stands which sell locally produced agricultural products  
42 or locally made home crafted items;
- 43 6. Convenience services along a highway such as a service/gas  
44 station, or restaurant; and
- 45 7. Essential public utilities distribution structures. [REV: Ord. No. 95-  
46 11, 11/10/95]

1 8. Communication structures and facilities; [REV: Ord. No. 90-4,  
2 6/12/99]

3 9. One supplemental residential dwelling unit allowed on a parcel  
4 meeting district minimum standards, 2 supplemental residential dwelling  
5 units allowed on a parcel of at least eighty acres or 1/8 section. [REV: Ord.  
6 No. 2001-2, 3/14/01]

7  
8 10. A Small Feedlot centered on at least 100 acres. A Feedlot is  
9 subject to the following requirements:

- 10 a. Areas devoted to livestock shall be maintained to discourage the  
11 concentration and breeding of insects and rodents that are  
12 detrimental to human habitation; and  
13 b. It shall be unlawful for an owner or keeper of livestock to allow  
14 livestock to run at large on public rights-of-way. [REV: Ord. No. 2001-  
15 2, 3/14/01]

## 17 **Section 9**

18 Re-letter Section 9C to 9D. Replace Section 9B with new sections 9B and 9C.

19 New text:

20 **B. Permissive Uses.** Any of the following permissive uses are allowed in this zone  
21 district:

- 22  
23 1. One singular dwelling unit per lot;  
24 [REV: Ord. No. 95-5, 6/10/95; Ord. No. 97-8, 6/27/97]  
25  
26 2. Cultivation and harvesting of plants and croplands;  
27  
28 3. Raising, breeding, management and sales of livestock, excluding  
29 pigs, as long as such use is not a Feedlot. [REV: Ord. No. 2001-2,  
30 3/14/01]

31  
32 AP-5 districts have the following restrictions on the number of  
33 livestock used as pleasure animals or animals for personal use  
34 according to lot size;

35 ½ to 1 acre: No more than two (2) horses or two (2) cows or an  
36 equivalent  
37 number of sheep or goats.

38  
39 Equivalency is determined as one (1) horse or cow equals three (3) goats  
40 or three (3) sheep or combination thereof.

41  
42 Additional livestock units allowed is based upon one (1) horse or cow unit  
43 per each additional acre of land.

44  
45 Exception: Livestock including pigs temporarily raised for educational

1 purposes by children belonging to a recognized organization such as 4H  
2 or Future Farmers  
3 of America.

- 4  
5 4. Kennel, subject to the regulations of Torrance County Animal Control  
6 Ordinance.  
7

8 C. Conditional Uses. The following uses may be allowed in this zone district only  
9 upon permit granted by the Zoning Board:  
10

- 11 1. One supplemental residential dwelling unit allowed on a parcel meeting  
12 district minimum standards; in the AP-5 and AP-10 zone districts, a  
13 temporary supplemental residential dwelling unit may only be used so that  
14 reasonably necessary medical or other care-taking services may be  
15 provided by a resident of the other on-site residential dwelling unit; in the  
16 AP-40 zone district, 2 supplemental residential dwelling units allowed on a  
17 parcel of at least eighty acres or 1/8 section.

18 [REV: Ord. No. 2001-2, 3/14/01]  
19

- 20 2. Home occupation, subject to the following provisions:  
21 [REV: Ord. No. 95-5, 6/10/95]  
22

23 a. Not more than 40 percent of the floor area of the dwelling unit, nor  
24 more than 800 square feet of an accessory building, shall be used in the  
25 conduct of the home occupation,  
26

27 b. No more than three (3) non-resident employees shall be stationed  
28 on the premises,  
29

30 c. There shall be no exterior storage of materials unless completely  
31 enclosed by a wall,  
32

33 d. No equipment or process shall be used in a home occupation which  
34 creates a nuisance such as noise, vibration, lighting, fumes, odors, or  
35 electrical interference detectable to the normal senses off the premises,  
36

37 e. If there is an occasional requirement to park additional vehicles or  
38 to provide temporary outside storage of equipment or materials on the  
39 premises, then such arrangements or conditions shall be stated fully on  
40 the permit application,  
41

42 f. There shall be no sales or traffic in connection with a home  
43 occupation that would disrupt the residential nature of the neighborhood,  
44 and  
45

1 g. There shall be no change in the outside appearance of the building,  
2 or other visible evidence of the conduct of a home occupation other than  
3 one (1) unobtrusive sign not to exceed six (6) square feet in size;  
4

5 3. Farm equipment stores, animal feed stores, tack shops, and other  
6 agricultural support services;  
7

8 4. Large-scale commercial processing of agricultural products;  
9

10 5. Business, service, and commercial establishments, primarily serving  
11 agricultural and agricultural-related uses;  
12 [REV: Ord. No. 2001-2, 3/14/01]  
13

14 6. Veterinary hospitals;  
15 [REV: Ord. No. 94-2, 2/4/94]  
16

17 7. Essential public utility distribution structures;  
18

19 8. Communication structures and facilities; and  
20 [REV: Ord. No. 90-4, 6/12/99]  
21

22 9. A Small Feedlot centered on at least 100 acres. A Feedlot is subject  
23 to the following requirements:  
24 [REV: Ord. No. 2001-2, 3/14/01]  
25

26 a. Areas devoted to livestock shall be maintained to discourage  
27 the concentration and breeding of insects and rodents that  
28 are detrimental to human habitation; and  
29

30 b. It shall be unlawful for an owner or keeper of livestock to  
31 allow livestock to run at large on public rights-of-way.  
32

### 33 **Section 10**

34 Re-letter Section 10C to 10D. Replace Section 10B with new sections 10B and 10C.

35 New text:

36 B. Permissive Uses. All Permissive Uses allowed in the RR District.  
37

38 C. Conditional Uses. The following uses may be allowed in this zone district only upon  
39 permit granted by the Zoning Board:  
40 [REV: Ord. No. 2001-2, 3/14/01]  
41

42 1. All Conditional Uses allowed in the RR District.  
43 [REV: Ord. No. 2001-2, 3/14/01]  
44

- 1           2. The Zoning Board may determine that a zone change or variance, instead  
2 of a Conditional Use Permit, is more appropriate for a proposed  
3 development in this zone district.  
4

## 5 **Section 11**

6 Re-letter Section 11C to 11D. Replace Section 11B with new sections 11B and 11C.

7 New text:

8  
9 **B. Permissive Uses.** Any of the following permissive uses are allowed in this zone  
10 district:

- 11  
12 1. One singular dwelling unit per lot;  
13  
14 2. Accessory uses and structures;  
15  
16 3. Cultivation and harvesting of croplands;  
17  
18 4. Raising, breeding, and sales of livestock, subject to the following  
19 requirements:

20  
21 a. Areas devoted to livestock shall be maintained to  
22 discourage the concentration and breeding of insects  
23 and rodents which are detrimental to human habitation,  
24 and

25  
26 b. It shall be unlawful for any owner or keeper of livestock  
27 to allow such livestock to run at large on public right-of-  
28 way;

29  
30 c. Such land use shall not constitute a Feedlot and the  
31 number of livestock on the parcel shall not exceed an  
32 average density of one head per two acres.

33 [REV: Ord. No. 2001-2, 3/14/01]

34 This does not apply to pleasure animals or animals for  
35 personal use which are subject to the following restrictions  
36 on numbers according to lot size;

- 37 d. ½ to 1 acre: No more than two (2) horses or cows or an  
38 equivalent number of sheep or goats. Equivalency is deter-  
39 mined as one (1) horse or cow equals three (3) goats or  
40 three (3) sheep or combination thereof.

41 Additional livestock units allowable is based upon one (1)  
42 horse or cow unit per each additional acre of land.

43 Exception: Livestock including pigs temporarily raised for  
44 educational purposes by children belonging to a recognized  
45 organization such as 4H or Future Farmers of America.  
46



1 5. Kennel, subject to the regulations of the Torrance County Animal Control  
2 Ordinance. The total number of pets shall not exceed five (5) of any species alone  
3 or in combination thereof.  
4

5 C. Conditional Uses. The following uses may be allowed in this zone district only  
6 upon permit granted by the Zoning Board:  
7

8 1. Home occupation, subject to the following provisions:  
9 [REV: Ord. No. 95-5, 6/10/95]  
10

11 a. Not more than 40 percent of the floor area of the  
12 dwelling unit, nor more than 800 square feet of an accessory  
13 building, shall be used in the conduct of the home occupation,  
14

15 b. No more than three (3) non-resident employees shall  
16 be stationed on the premises,  
17

18 c. There shall be no exterior storage of materials unless  
19 completely enclosed by a wall,  
20

21 d. No equipment or process shall be used in a home  
22 occupation which creates a nuisance such as noise, vibration,  
23 lighting, fumes, odors, or electrical interference detectable to the  
24 normal senses off the premises,  
25

26 e. If there is an occasional requirement to park additional  
27 vehicles or to provide temporary outside storage of equipment or  
28 materials on the premises, then such arrangements or conditions  
29 shall be stated fully on the permit application,  
30

31 f. There shall be no sales or traffic in connection with a  
32 home occupation that would disrupt the residential nature of the  
33 neighborhood, and  
34

35 g. There shall be no change in the outside appearance of  
36 the building, or other visible evidence of the conduct of a home  
37 occupation other than one (1) unobtrusive sign not to exceed six (6)  
38 square feet in size;  
39

40 2. Religious and educational institutions;  
41

42 3. One temporary supplemental residential dwelling unit allowed on a  
43 parcel meeting district minimum standards so that reasonably  
44 necessary medical or other care-taking services may be provided by  
45 a resident of the other on-site residential dwelling unit;  
46 [REV: Ord. No. 2001-2, 3/14/01]

- 1
- 2 4. Essential public utility distribution structures;
- 3
- 4 5. Boarding, rooming, or lodging house for no more than 12 residents;
- 5 [REV: Ord. No. 2001-2, 3/14/01]
- 6
- 7 6. Residential group training home for developmentally or physically
- 8 handicapped, and residential nursing home, providing for no more
- 9 than 12 persons at any one time; and
- 10 [REV: Ord. No. 2001-2, 3/14/01]
- 11
- 12 7. Day care or child care services as regulated by the New Mexico
- 13 Children Youth and Families Department.
- 14 [REV: Ord. No. 2001-2, 3/14/01]
- 15 [REV: Ord. No. 2008-003, 4/23/08]
- 16

## 17 **Section 12**

18 Re-letter Section 12C to 12D. Replace Section 12B with new sections 12B and 12C.

19 New text:

### 20

21 **B. Permissive Uses.** Any of the following permissive uses are allowed in this zone

22 district:

- 23
- 24 1. Accounting, bookkeeping, CPA;
- 25 2. Ambulance service, rescue service;
- 26 3. Antique dealers;
- 27 4. Appliance sales, service, and repair;
- 28 5. Art gallery or museum;
- 29 6. Bakery, confectionery;
- 30 7. Ballrooms, dancing instruction;
- 31 8. Bank, ATM, Savings and Loan, Credit Union;
- 32 9. Barber or beauty shop;
- 33 10. Books, video, compact disk sales, service, and rental;
- 34 11. Bowling alley, video game arcade;
- 35 12. Carpet, floor coverings, cleaning and sales;
- 36 13. Ceramics sales;
- 37 14. Clinic (dental or medical), hospital, sanatorium, nursing home;
- 38 15. Clothing or dry goods sales;
- 39 16. Club, lodge (without liquor license);
- 40 17. Data processing, computers, electronics, sales, service, repair;
- 41 18. Dermagraphics Studio;
- 42 19. Department store, variety store, sales;
- 43 20. Drug store, pharmacy, cosmetics, sales;
- 44 21. Dwelling unit (singular) one unit per lot;
- 45 22. Dwelling unit (multiple) subject to the following provisions;
- 46 a. Gross density for any lot shall not exceed three dwelling units per acre,

- 1                   b. The above stated gross density may be exceeded only upon permit  
2                   granted by the New Mexico Environment Department if site conditions  
3                   are suitable for compliance with the Liquid Waste Disposal Regulations,  
4                   and  
5                   c. If centralized water and sewer systems are available to the site, then a  
6                   floor area ratio of 0.3 is permitted for each lot;
- 7                   23. Dwelling unit (cluster) subject to the following provisions: [REV: Ord. No. 2008-  
8                   003, 4/23/09]
- 9                   a. A site development plan shall be provided to adequately describe a  
10                  unified scheme for residential and other supportive land uses which  
11                  cover any size acreage,  
12                  b. The site development plan shall include written statements and  
13                  information describing types and locations of structures, utilities, internal  
14                  circulation and traffic impact, landscaping and site drainage, and a  
15                  development phasing schedule if appropriate,  
16                  c. The gross density of a cluster development shall not exceed two  
17                  dwelling units per acre, however, structural densities shall be in  
18                  accordance with the water supply well and wastewater treatment  
19                  standards set by the New Mexico Environment Department,  
20                  d. A portion of the land within a cluster development, comprising no less  
21                  than 40 percent of the development site, shall be designated as open  
22                  space for the common use of the residents or for preservation of an  
23                  environmentally sensitive area,  
24                  e. Ownership of the common area shall be clearly defined with appropriate  
25                  covenants forbidding future partition, and the responsibility for  
26                  improvements and maintenance of the common area shall be  
27                  established with a procedure for funding such improvement and  
28                  maintenance of the common area,
- 29                  24. Dwelling, boarding, rooming, or lodging houses for no more than 12 residents;  
30                  25. Equipment and tools, rental, sales, or service;  
31                  26. Floral shop, plant store;  
32                  27. Food products, sales or storage;  
33                  28. Food store, grocery store, convenience store,  
34                  29. Funeral home, mortuary  
35                  30. Gift shop, crafts store, curios shop;  
36                  31. Glass products, sales, service, installation;  
37                  32. Greenhouse, nursery, landscaper;  
38                  33. Gunsmith, gun sales and service;  
39                  34. Hardware sales;  
40                  35. Hospital equipment and supplies, sales and services;  
41                  36. Home furnishings, sales and services;  
42                  37. Ice cream store;  
43                  38. Interior decorator;  
44                  39. Janitorial service and supplies;  
45                  40. Jewelry, sales and manufacture;

- 1 41. Kennel, subject to regulations of the Torrance County Animal Control
- 2 Ordinance,
- 3 42. Laboratory, dental or medical;
- 4 43. Laundromat, dry cleaner;
- 5 44. Library (Public);
- 6 45. Linen supply, sales, and service;
- 7 46. Locksmith;
- 8 47. Music store;
- 9 48. Offices, professional, semi-professional, administrative, clerical.
- 10 49. Office equipment and supplies, sales, and services.
- 11 50. Parcel, package, delivery services;
- 12 51. Pest control, exterminator;
- 13 52. Photographic (equipment, supplies, studio) sales, service, repair;
- 14 53. Piercing Studio;
- 15 54. Printing;
- 16 55. Reducing salon, health spa, aerobic exercise, racquetball court;
- 17 56. Restaurant, cafe, cafeteria, delicatessen, catering;
- 18 57. Shoes, boots, sales, repair;
- 19 58. Sporting goods, sales, services, rental;
- 20 59. Tailor shop;
- 21 60. Theater;
- 22 61. Vehicle parts, sales, supplies; and
- 23 62. Watch repair, sales, and service.
- 24 63. [REV: Ord. No. 95-9, 10/13/95]

25  
26 C. Conditional Uses. The following uses may be allowed in this zone district only  
27 upon permit granted by the Zoning Board:

- 28
- 29 1. Accessory buildings;
- 30 2. Automobile, truck, trailer, camper, RV, boat, sales, service, repair,
- 31 rental;
- 32 3. Bars, lounges, package liquor sales;
- 33 4. Bus (common carriers) depot;
- 34 5. Cabinets, furniture, upholstery, manufacture, sales, and services;
- 35 6. Cable TV, receiving center, distribution center, service center;
- 36 7. Churches, places of worship;
- 37 8. Club, lodge (with liquor license);
- 38 9. Construction contractor, building trade contractor, storage, sales,
- 39 and service;
- 40 10. Dwelling, temporary watchman or caretaker;
- 41 11. Farm supplies or equipment, sales and service;
- 42 12. Fireworks stand (temporary), sales;
- 43 13. Gasoline service station, commercial garage subject to the following
- 44 regulations;
- 45 a. All major repair work on vehicles shall be conducted
- 46 within an enclosed building,

1                                    b.     A solid wall or fence at least six feet high is erected  
2                                    between the activity and any abutting residential zone districts, and

3                                    c.     Outdoor storage of not more than three vehicles  
4                                    awaiting repair per enclosed service bay, provided such storage area  
5                                    is enclosed by a solid wall or fence at least six feet high;

- 6                                    14.   Home occupation;
- 7                                    15.   Hotel, motel, motor lodge;
- 8                                    16.   Motorcycles, sales, service, repair, rental;
- 9                                    17.   Offices, temporary;
- 10                                   18.   Ornamental iron products, sales, assembly, repair;
- 11                                   19.   Pawn shop, surplus, salvage goods, second-hand store, sales,  
12 trades (indoor only);
- 13                                   20.   Recreation hall, billiard parlor;
- 14                                   21.   Restaurant (with liquor license);
- 15                                   22.   Signs, sales and manufacture;
- 16                                   23.   Storage sheds, rental;
- 17                                   24.   Storage (outside), rental, warehousing, rental;
- 18                                   25.   Taxidermist; and
- 19                                   26.   Telephone switching facility (toll or local).

20                                   [REV: Ord. No. 95-9, 10/13/95]

## 21

### 22 **Section 13**

23 Re-letter Section 13C to 13D. Replace Section 13B with new sections 13B and 13C.

24 New text:

25

26 **B.**     **Permissive Uses.** Any of the following permissive uses are allowed in this zone  
27 district:

- 28
- 29     1. Accessory buildings;
- 30     2. All permissive uses allowed in the D-1 zone district;
- 31     3. Animal shelter, animal pound, animal kennel;
- 32     4. Auction house (excluding livestock);
- 33     5. Automobile, truck, trailer, camper, RV, boat, sales, service, repair, rental;
- 34     6. Bars, lounges, package liquor sales;
- 35     7. Bottling plant;
- 36     8. Bus (common carriers) depot;
- 37     9. Cabinets, furniture, upholstery, manufacture, sales, services;
- 38     10. Cable TV, receiving center, distribution center, service center;
- 39     11. Candle, manufacture;
- 40     12. Car wash;
- 41     13. Club, lodge (with liquor license);
- 42     14. Cold storage plant;
- 43     15. Construction contractor, building trade contractor, storage, sales, service;
- 44     16. Dairy products, wholesale;
- 45     17. Farm supplies or equipment, sales, service;
- 46     18. Hotel, motel, motor lodge;

- 1 19. Liquor wholesaler;
- 2 20. Lumber yard, sales and storage, firewood sales and storage;
- 3 21. Masonry, plastics, fiberglass, sales and service;
- 4 22. Mobile home sales, service, repair;
- 5 23. Motorcycle, sales, service, repair, rental;
- 6 24. Moving and transfer company (including warehouse);
- 7 25. Ornamental iron products, sales, assembly, repair;
- 8 26. Pawn shop, surplus, salvage goods, second-hand store, sales, trades (indoor
- 9 only);
- 10 27. Radio or microwave transmission, repeater, multiplexing, dispatching;
- 11 28. Recreation hall, billiard parlor;
- 12 29. Restaurant (with liquor license);
- 13 30. Shopping center;
- 14 31. Signs, sales, manufacture;
- 15 32. Skating rink;
- 16 33. Storage sheds, rental;
- 17 34. Taxidermist; and
- 18 35. Veterinary hospital (small animals).
- 19 [REV: Ord. No. 95-9, 10/13/95]
- 20

21 C. Conditional Uses. The following uses may be allowed in this zone district only  
22 upon permit granted by the Zoning Board;

- 23
- 24 1. Amusement parks, carnival, circus;
- 25 2. Ceramics, manufacture;
- 26 3. Churches, places of worship;
- 27 4. Dwelling, temporary watchman or caretaker;
- 28 5. Fireworks stand (temporary), sales;
- 29 6. Flea market subject to the following requirements;
- 30 a. Adequate off-street parking shall be provided to contain the largest
- 31 anticipated crowd,
- 32 b. The site shall be kept free of litter and adequate refuse containers shall be
- 33 provided,
- 34 c. Overnight storage of merchandise shall be prohibited, and
- 35 d. Adequate sanitary facilities (rest rooms) either portable or permanent shall
- 36 be provided on site for use by patrons;
- 37 7. Gasoline service station, commercial garage subject to the following
- 38 regulations:
- 39 a. All major repair work on vehicles shall be conducted within an enclosed
- 40 building
- 41 b. A solid wall or fence at least six feet high is erected between the activity
- 42 and any abutting residential zone district, and
- 43 c. Outdoor storage of not more than three vehicles awaiting repair per
- 44 enclosed service bay, provided such storage area is enclosed by a solid
- 45 wall or fence at least six feet high;
- 46 8. Home occupation;

- 1 9. Laboratory, research;
- 2 10. Offices, temporary;
- 3 11. Radio or television station;
- 4 12. Storage (outside), rental, warehousing, rental;
- 5 13. Telephone switching facility (toll or local);
- 6 14. Truck terminal and maintenance;
- 7 15. Utility company, service center, storage;
- 8 16. Veterinary hospital (large animals); and
- 9 17. Welding shop.

10 [REV: Ord. No. 95-9, 10/13/95]

## 11

### 12 **Section 14.0**

13 Re-letter Section 14.0C to 14.0D. Replace Section 14.0B with new sections 14.0B and 14.0C.

14 New text:

15 **B. Permissive Uses.** Any of the following permissive uses are allowed in this zone  
16 district:

17 [REV: Ord. No. 95-5, 6/10/95; Ord. No. 97-8, 6/27/97; Ord. No. 2001-2, 3/14/01]

- 18
- 19 1. One singular dwelling unit per lot, provided it is in compliance with the
- 20 requirements of the New Mexico Liquid Waste Disposal Regulations;
- 21
- 22 2. Accessory uses and structures.
- 23
- 24 3. Kennel, subject to the regulations of the Torrance County Animal Control
- 25 Ordinance.
- 26

27 **C. Conditional Uses.** The following uses may be allowed in this zone district only  
28 upon permit granted by the Zoning Board: All Conditional Uses allowed in the RR  
29 District and business, service and commercial establishments, primarily intended  
30 to service local residents.

31 [REV: Ord. No. 2001-2, 3/14/01]

## 32

### 33

### 34 **Section 14.0**

35 Re-letter Section 14.1C to 14.1D. Replace Section 14.1B with new sections 14.1B and 14.1C.

36 New text:

37 **B. Permissive Uses.** Any of the following permissive uses are allowed in this zone  
38 district:

- 39
- 40 1. Low intensity agricultural operations such as livestock grazing and related
- 41 ranching activities;
- 42
- 43 2. Horse breeding, boarding and training;
- 44
- 45 3. Other low intensity production agriculture;
- 46

- 1 4. Cultivation and harvesting of plants and croplands;
- 2
- 3 5. Woodcutting and other activities related to harvesting trees;
- 4
- 5 6. Singular residential dwelling unit provided it is in compliance with the requirements
- 6 of the New Mexico Liquid Waste Disposal Regulations; and
- 7
- 8 7. Accessory uses and structures necessary to carry out the above-listed permissive
- 9 uses.
- 10
- 11 8. Kennel, subject to the regulations of the Torrance County Animal Control
- 12 Ordinance.
- 13

14 C. Conditional Uses. The following uses may be allowed in this district only upon

15 permit granted by the Zoning Board:

- 16
- 17 1. Home occupations provided they are confined to the residence or
- 18 accessory structure, are clearly a secondary use of the structure and
- 19 present no visual impact to neighbors as viewed from adjoining
- 20 property or public thoroughfare;
- 21
- 22 2. Small Bed and Breakfast operations limited to two guest bathrooms;
- 23
- 24 3. Horseback riding stables, provided sufficient land exists to support the
- 25 number of animals maintained;
- 26
- 27 4. Dude ranch or other agricultural work experience operation;
- 28
- 29 5. Outfitters;
- 30
- 31 6. Essential public utility distribution structures;
- 32
- 33 7. Communication structures and facilities; and
- 34
- 35 8. One supplemental residential dwelling unit allowed on a parcel meeting
- 36 district minimum standards; 2 supplemental residential dwelling units
- 37 allowed on a parcel of at least eighty acres or 1/8 section.
- 38

### 39 **Section 5C Interpretation of Land Uses**

40 Remove reference to the Torrance County Zoning Table in sections 1. And 3.

41 New Text:

- 42 1. Request for Interpretation. Any request for an interpretation of a use of land
- 43 not specifically listed herein shall be submitted to the Zoning Board through
- 44 the Zoning Director. The Zoning Director may create forms for such an
- 45 application.



1           3.     The interpretation of land use shall be documented and a letter  
2                     summarizing the interpretation shall be mailed to the applicant, and shall  
3                     explain the reasons upon which the interpretation is based.

4           4.  
5  
6

## 7     **Section 6K**

8     Delete reference to The Torrance County Zoning Table of Land Uses. Permissive and conditional  
9     land uses are enumerated within the ordinance. Re-letter 6L and 6M as 6K and 6L respectively.  
10

## 11    **Section 16D**

12    Remove references to the Torrance County Zoning Table of Land Uses and replace with new text.  
13    New text:

14    D.     Uses Allowed in Special Use District. A Special Use District may be authorized  
15             only for uses designated by the County Commission that are not permissive or  
16             conditional uses as defined by the Zone Districts enumerated above. Designated  
17             uses for this zone district which are subject to specific requirements or regulations  
18             are prescribed as follows:

19             [REV: Ord. No. 2008-003, 4/23/08]  
20

## 21    **Section 24C**

22    Strike “The County Commission shall call for a public hearing in which to make its decision on  
23    an application for amendment to this Ordinance.” And replace with “A public hearing on all  
24    applications for a text change to the ordinances or change of the Zone Map, shall be held by the  
25    Torrance County Planning and Zoning Board.”  
26

## 27    **Section 24F**

28    Add new section 24F

29    New text:

30  
31    F.     Procedure. The Zoning Board shall make its decision on each application and shall  
32             make a recommendation to the Board of County Commissioners. The Board of  
33             County Commissioners shall act to uphold, overturn, or remand the decision to the  
34             Zoning Board no later than the next regularly scheduled meeting of the Board of  
35             County Commissioners expiration of the Appeal Period.  
36  
37

## 38    **Section 4B**

39    Add a new definition “Appeal Period” as Section 4B4 and renumber thereafter.

40    New text:

41    4.     “Appeal Period” – the fifteen (15) day period beginning on the day of the Planning and  
42    Zoning Boards determination and recommendation to the Board of County of County  
43    Commissioners.  
44

1 Section 25B  
2 Replace "30 days" with "fifteen (15) days"  
3

4 **DONE THIS 8<sup>th</sup> DAY OF JULY, 2020.**

5  
6

7 **APPROVED AS TO FORM ONLY: BOARD OF COUNTY COMMISSIONERS**

8  
9

10 \_\_\_\_\_  
County Attorney Date

\_\_\_\_\_  
Ryan Schwebach, Chair

11  
12

\_\_\_\_\_  
Javier Sanchez, Vice Chair

13  
14

\_\_\_\_\_  
Kevin McCall, Member

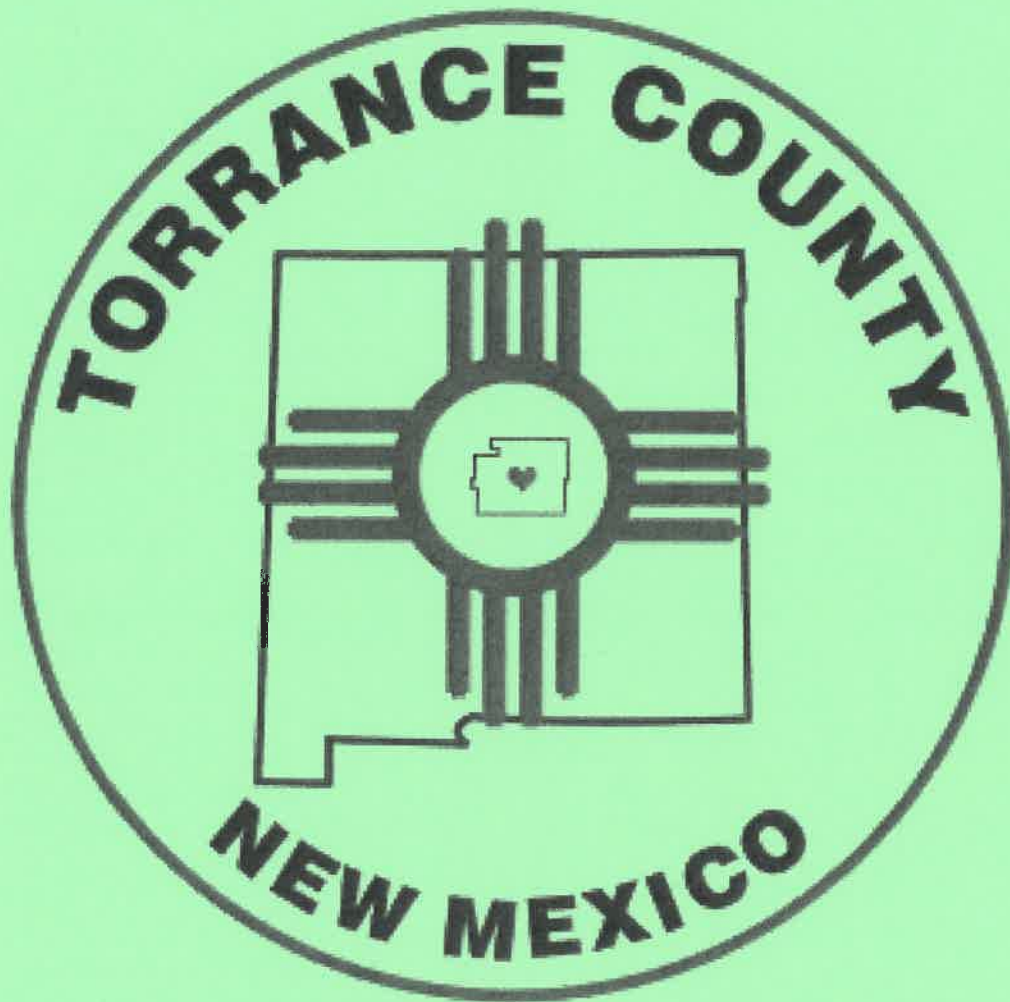
15 **ATTEST:**

16 \_\_\_\_\_  
17 Linda Jaramillo, County Clerk

18  
19 Date: \_\_\_\_\_



*Agenda Item  
No. 11*



*Agenda Item  
No. 12-A*



# Torrance County Board of Commissioners

Meeting 6/10/2020

Item 12A

Department: Manager

Prepared By: Janice Y. Barela

## **Title: Administrative Building Stucco and Gutter Project**

### **Sponsor:**

MANAGER

### **Action:**

Motion to approve \$54,694.73 in capital funding to replace the stucco on the Administrative building and install a new gutter system.

### **Summary:**

The County Administrative Building has been severely damaged due to poor and/or non-existent gutter system. Due to advanced deterioration, the Administrative Building requires new stucco. A new and upgraded gutter system will be required to preserve the new stucco. It is also necessary to divert runoff away from the electrical conduits and pedestrian walkways.

The Scope of Work for stucco replacement includes:

1. Construction Design and Engineering (if applicable), Building Construction Permits, General Liability and Builders Risk Insurance, Project Management and Coordination, Weekly Construction Progress Documents, Construction Administration, Submittals, Product Approval Process, Quality Assurance and Quality Control Inspections, Temporary Facilities, and Utilities, Waste Management, Regulatory Control, Safety Plan, Closeouts and Training.
2. Labor and material to power wash and remove loose stucco, apply a brown coat on the patch areas, and apply color coat to all the soffit.

The Scope of Work for the installation of new gutters includes:

#### *South Side of Building:*

1. Manufacture on site and install approximately 166 feet of exclusive 7-inch, 24-gauge commercial steel rain gutter across the entire south side to include hidden steel hangers, one (1) custom feed through collector box, one (1) 4X5 steel downspout and one (1) custom cut miter.
2. Install a roof run off diverter at the electrical conduits that cross over the overhang.
3. County road staff will cut the walkway creating a diversion to the adjacent parking area and off of the walkway.
4. Connect new gutter installed on east side (southeast corner), diverting partial south side run off into the existing sidewalk drain trough at the front of the building.

*East (Front) Side of Building:*

1. Remove old style gutter sections, downspouts, etc. (north and south ends) and recycle.
2. Manufacture and install approximately 96-feet of the same 7-inch, 24-gauge commercial steel rain gutter across both locations (north and south ends).
3. Divert the run off into the same sidewalk trough already in place.
4. Install hidden steel hangers, two (2) custom cut miters, two (2) 4X5 steel downspouts etc. for a complete, functional and connected system.

**Significant Issues:**

- Current stucco has been severely damaged by improper roof drainage.
- The stucco will need to be replaced in the near future to prevent more expensive structural damage.
- Drainage problems stem from the TPO roof that was installed several years ago. The contractor, either by design or by accident, covered original downspouts.
- The lack of roof run off control on the south side of the building creates a safety concern for pedestrians at the new walkway during winter months when temperature drops and ice builds up. This creates slippery, dangerous conditions.
- The lack of roof run off control on the south side of the building is causing damage to the façade in several locations.
- The existing gutter on the east side was installed incorrectly (over the drip edge) and in short 10-foot sections. Due to leaking, the façade of the structure was damaged.

**Financial:**

- The County exercised due diligence and per our Procurement Policy, acquired at least three quotes. Moreover, the quotes were provided under the New Mexico Statewide Price Agreements, Cooperative Educational Services Contracts and other general quotes. Only ABC Seamless quoted per the County's Scope of Work.
- On April 30, 2020, the County declared and notified the public, on the County website (per NMSA 13-1-128) of its intent to procure the gutter system via a sole source procurement. The County received no protests.
- State Statute requires at least thirty (30) days after public notice on website before the County awards a sole source contract (NMSA 13-1-126).
- The amount of ABC Seamless' quote is \$11,320.80 plus gross receipts tax (GRT).
- The amount of the Stucco quote is \$43,373.93 including GRT.
- The amount of the project will be paid out of Capital line item 621-96-2611 which has sufficient funds.

**Staff Recommendation:**

Approval.

# CONSTRUCTION COST PROPOSAL - Per the Construction Drawings

Date: 5/26/2020

RFE: 20-148

Torrance County  
Nick Sedillo  
205 S. Ninth St.

Cost Proposal Project Name: **SPA-Torrance County- Office Building- Repair Stucco R1**

Procurement Contract: SPA

Email address: [Nsedillo@tcnm.us](mailto:Nsedillo@tcnm.us)

Telephone # 505-544-4310

Physical Job Address: 205 S. Ninth St. Estancia, NM 87016

Plans and specifications provided by: FacilityBUILD

**Scope of Work:**

As per walkthrough between FacilityBUILD and Torrance County on 5/7/2020: Provide labor and material to power wash and remove loose stucco, apply a brown coat on the patch areas, and apply color coat to all the soffitt, upper soffitt, and sheriff's office.

**Includes:**

As needed: prevailing wages; performance and payment bonds; insurance; permits, - Unless specifically excluded in the scope of work:

**Clarifications:** Hazardous materials testing is included in this proposal. Abatement is not included.

**Excludes:**

Repair or replacement of existing architectural, structural, electrical, fire systems, life safety, code violations, hidden conditions or additional material testing, site improvements; Irrigation or landscape work or any design construction work not specifically described in the scope of work or construction documents :Abatement, Disposal, Fire Alarm and Fire Protection

NM GRT @	Estancia	8.1875%		\$40,091.44
				\$3,282.49
			<b>TOTAL</b>	<b>\$43,373.93</b>

FacilityBUILD's Authorized Signature:

Louie Campos Jr. [lcampos@facilitybuild.com](mailto:lcampos@facilitybuild.com)

date 5/26/2020

Acceptance: The above scope of work, cost-proposal and Services Agreement General Conditions are hereby accepted. You are authorized to do the work as specified. Costs are valid for 30 days.

**Project Name:** SPA-Torrance County- Office Building- Repair Stucco R1

**Client Authorized Signature:** \_\_\_\_\_

date \_\_\_\_\_

This agreement is the only agreement expressed or implied in which the work will be completed. The agreement takes precedent over any previous oral agreements and representations. See attached General Conditions on pages 3 and 4 of this proposal.

**FacilityBUILD, Inc.**

NM Contractors License: # 88676 - GB98, MM98, EE98, GA98, GF98, GF05 and GS04  
5904 Florence Avenue NE, Albuquerque, NM 87113 Phone (505) 828-0060 Fax: (505) 823-0616  
[www.facilitybuild.com](http://www.facilitybuild.com)

**Cost Proposal Project Name:** SPA-Torrance County- Office Building- Repair Stucco R1

**Physical Job Address:** 205 S. Ninth St. Estancia, NM 87016

**Cost Breakdown (Per CSI Division 1-16):**

<b>Div: 1</b>	<b>General Requirements:</b> Construction Design and Engineering (if applicable), Building Construction Permits, General Liability and Builders Risk Insurance, Project Management and Coordination, Weekly Construction Progress Documents, Construction Administration, Submittals, Product Approval Process, Quality Assurance and Quality Control inspections, Temporary Facilities and Utilities, Waste Management, Regulatory Control, Safety Plan, Closeouts and Training	<b>\$4,908.32</b>
<b>Div: 2</b>	<b>Site work/Demolition:</b> NA	<b>\$0.00</b>
<b>Div: 3</b>	<b>Concrete:</b> NA	<b>\$0.00</b>
<b>Div: 4</b>	<b>Masonry:</b> NA	<b>\$0.00</b>
<b>Div: 5</b>	<b>Metals:</b> NA	<b>\$0.00</b>
<b>Div: 6</b>	<b>Wood &amp; Plastics:</b> NA	<b>\$0.00</b>
<b>Div: 7</b>	<b>Thermal/Moisture:</b> NA	<b>\$0.00</b>
<b>Div: 8</b>	<b>Doors &amp; Windows:</b> NA	<b>\$0.00</b>
<b>Div: 9</b>	<b>Finishes:</b> Provide labor and material to power wash and remove loose stucco, apply a brown coat on the patch areas, and apply color coat to all the soffitt.	<b>\$35,183.12</b>
<b>Div: 10</b>	<b>Specialties:</b> NA	<b>\$0.00</b>
<b>Div: 11</b>	<b>Equipment:</b> NA	<b>\$0.00</b>
<b>Div: 12</b>	<b>Furnishings:</b> N/A	<b>\$0.00</b>
<b>Div: 14</b>	<b>Special Construction:</b> N/A	<b>\$0.00</b>
<b>Div: 15-3</b>	<b>Plumbing:</b>	<b>\$0.00</b>
<b>Div: 15-4</b>	<b>Fire Protection Systems:</b>	<b>\$0.00</b>
<b>Div: 15-5</b>	<b>Mechanical:</b>	<b>\$0.00</b>
<b>Div: 16</b>	<b>Electrical:</b> NA	<b>\$0.00</b>
<b>Div: 16-6</b>	<b>Fire Alarm/Data:</b>	<b>\$0.00</b>
		<b>\$40,091.44</b>
		<b>NM GRT @ 8.1875% \$3,282.49</b>
<b>TOTAL</b>		<b>\$43,373.93</b>



**Services Agreement/General Conditions****FacilityBUILD™**

1. **Scope of Work:** Contractor agrees to furnish necessary labor, materials, supplies, equipment; tools and subcontractors to perform and complete in a professional workmanlike manner, the services as described under the attached scope of work. All conclusions and recommendations regarding the work represent the professional opinions of Contractor personnel involved in the work and should not be considered a legal interpretation of existing codes or regulations. Contractor assumes no responsibility for errors in architectural plans/specifications, existing code deficiencies, or incorrect information provided by Owner/Client that Contractor relied on in preparing proposal/estimates.

2. **Payment:** 100% upon completion of scope of work unless credit arrangements have been made, or work duration is longer than one (1) month. Then the contractor will submit invoices monthly, or as otherwise agreed, for completed portions of services or additional work authorized pursuant to Paragraph 5 herein. Owner/Client agrees to pay the invoiced amount within 20 days from date of invoice. Any payment not received by Contractor within 30 days shall be considered delinquent and the amounts due contractor shall accrue a late charge of 1 1/2% per month for each month from date of invoice. In the event any payment due Contractor under the terms of this Agreement is delinquent, Contractor may suspend all services until all delinquent payments have been received.

3. **Additional Work:** The Owner/Client, without invalidating the Agreement, may order changes in the work within the general scope of the Agreement consisting of additions, deletions or revisions of the scope, cost of services and time being adjusted accordingly. All such changes in the work shall be authorized in writing. The cost or credit to the Owner/Client resulting from a change in the work shall be determined by one or more of the following: by mutual agreement of either a lump sum, and/or unit price to be multiplied by the units worked in determining the total sum; hourly rate per man hour multiplied by the man hours expended; or by other mutually agreeable cost methods. Where differing site conditions are encountered that materially affect the Contractor's cost of completing the scope of work, the Contractor will notify the Owner/Client and will use his best professional judgment in assisting the Owner/Client in deciding how to proceed. The cost of services will be equitably adjusted by written changer order or supplemental agreement between both parties within twenty (20) days from the first observance of the differing site condition.

4. **Access/ Approvals/ Permits:** Owner/Client shall arrange for access and make all provisions for Contractor to enter public and private property as required for Contractor to perform the specified services. Owner/Client shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approval and consent from others as may be necessary. Owner/Client is responsible for informing Contractor of the structures. Contractor will not be responsible for inadvertent damage to utility locations of any underground lines or other subsurface structures that were not made known to Contractor prior to the start of work pursuant to Paragraph 5 herein.

5. **Client Information:** Work will not commence until the Contractor has received a duly executed copy of this contract. The Owner/Client shall direct its officers, directors, employees, subcontractors and agents to render reasonable assistance and to provide (promptly upon request) any necessary or appropriate data to the Contractor in connection with its performance under this agreement. Any data furnished shall be furnished at the Owner/Client's expense, and the Contractor shall be entitled to rely upon its accuracy and completeness. The Owner/Client shall locate for the Contractor, and shall assume responsibility for the accuracy of his representations, as to the locations of all underground utilities, tanks, structures, or other installations, unless the express responsibility of the Contractor as stated in the "Scope of Work".

6. **Emergencies:** In an emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation and/or extension of time

claimed by the Contractor on account of emergency work shall be determined as set forth under Paragraph 3, Additional Work.

7. **Hazardous Substances:** Nothing herein shall be construed or interpreted as requiring Contractor to identify hazardous substances or assume the status of a generator of any hazardous substances or hazardous materials, as those terms are defined under any applicable federal, state and local laws, statutes regulations, ordinances, rules or orders. If any hazardous, toxic or dangerous substances as defined by federal, state or local laws, statutes, regulations, ordinances, rules or orders, ("Hazardous Substances") are encountered at the site, Contractor will stop work and advise the Owner/Client. It is the Owner/Client's responsibility to identify and inform Contractor of Hazardous Substances at the facility. If these Hazardous Substances require handling, transportation or disposal at an off-site facility, Contractor will assist in advising the Owner/Client of the Owner/Client's options. However, Contractor will not "arrange" for disposal of, accept title to, sign manifests for, or take control of any Hazardous Substances, unless expressly stated in the "Scope of Work". Owner/Client shall indemnify and hold Contractor harmless from any claims, damages, fines and fees, litigation or expenses, arising out of or in any way related to identification, handling, transportation and disposal of any Hazardous Substances in the course of Contractor's performance of this Agreement.

8. **Restoration:** The Owner/Client understands that in the normal course of construction work, some minor damage to property may occur including damage to landscaping, pavement, sprinkler systems, and interior building finishes. While the Contractor will act to minimize damage, some minor damages may occur.

9. **Independent Contractor:** Contractor shall perform all work under this agreement as an independent contractor, retaining complete control over its personnel and operations and conforming to all legal requirements with respect to its Representatives. Neither Contractor nor its Representatives shall be, or shall be construed to be, in any sense, Owner/Client's employees or agents, or have authority to bind Owner/Client in anyway.

10. **Insurance:** The Contractor shall maintain policies of insurance for the following types of coverage, each with a limit of liability of one million dollars per occurrence and in the aggregate: Worker's Compensation (statutory); Comprehensive General Liability; and Comprehensive Automotive Liability, unless otherwise expressly stated in the "Scope of Work".

11. **Indemnity:**

a. Contractor shall indemnify and hold harmless Owner/Client, and its respective officers, directors, employees, subcontractors, agents and assigns ("Representatives"), from and against any and all liabilities, claims, causes of action, suits, losses, damages, costs and demands, including reasonable attorneys' fees, resulting from or arising out of, personal injury, including death or property damage, to the extent such injury, death or property damage is caused by the negligence or willful misconduct of Contractor or its Representatives; and, provided that such injury, death, or property damage is not caused by the sole or contributory negligence of Owner/Client, or its Representatives; and provided further, that Contractor's liability hereunder shall be limited to and not exceed the insurance coverage and limits of liability identified in Paragraph 10 or the total cost of services under of this agreement, whichever amount is less.

b. Owner/Client shall indemnify and hold harmless Contractor, and its Representatives, from and against any and all liabilities, claims, causes of action, suits, losses, damages, costs and demands, including reasonable attorneys' fees, resulting from or arising out of, personal injury, including death or property damage, to the extent such injury, death or property damage is caused by the negligence or willful misconduct of Owner/Client or its Representatives; and provided further that such injury, death, or property damage is not caused by the sole or contributory negligence of Contractor or its Representatives.

**Services Agreement/General Conditions**

**FacilityBUILD™**

12. **Dispute Resolution:** All claims, disputes and other matters in question between the Contractor and Owner/Client arising out of, or relating to, this agreement or breach thereof, shall first be submitted to non-binding mediation. Then if still unresolved, the dispute will be decided by arbitration in accordance with the construction industry rules of the American Arbitration Association, unless the parties mutually agree otherwise. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of Demand for mediation arbitration shall be filed in writing with the other party to the contract agreement within 90 days after the claim, dispute or other matter in question has arisen.

13. **Termination:** If the work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, through no act or fault of the Contractor or its Representatives, or if the Owner/Client has failed to make payment as provided in this Agreement for work performed, then the Contractor may at his option provide three (3) days notice to the Owner/Client, terminate this agreement and recover from the Owner/Client, payment for all work completed, with all costs arising out of such termination, and for any proved loss sustained upon any materials, equipment, and tools including reasonable profit and damages.

14. **Safety/Health:** By virtue of entering into this Agreement and providing services hereunder, Contractor does not assume responsibility for any existing conditions at the site that may present a danger, either potential or real, to the health, safety or the environment, except as set forth in the "Scope of Work".

15. **Delays:** If the Contractor is delayed at any time in the progress of the work by an act or omission of the Owner/Client, or his employees or separate contractors employed by the Owner/Client, or by changes ordered in the work, or by labor disputes, fire, unusual delay in deliveries, adverse weather conditions, permit requirements, interpretive (subjectively/capriciously enforced) code review and inspections, unavoidable casualties or other causes beyond the Contractor's control, or by delay pending arbitration, or by other causes which the Owner/Client and Contractor agree may justify delay, then the contract time shall be reasonably extended.

16. **Standard of Care/Warranty:** The standard of care for all construction services performed under this Agreement shall be the care and skill ordinarily used by the construction trades working under similar conditions at the same time and locality. The Contractor warrants to the Owner/Client that the construction shall be new unless otherwise specified, of good commercial quality, in conformance with the Contract Documents and free of defects in materials and workmanship for one (1) year from substantial completion. This warranty does not apply to patch and repair work.

17. **Design - Build:** In addition to all other terms and conditions of this Agreement, the following articles are relevant to Design-Build projects where Contractor is acting in the capacity of Designer-Builder.

a. Owner/Client shall provide Contractor with Owner/Client's Project criteria. Project criteria includes: use, space, budget, time, site, performance and expandability requirements, limitations, objectives and other relevant information. Unless otherwise stated in the scope of work, the Owner/Client will also provide, at its own cost and expense, the following:

- \* Surveys describing the property, boundaries, topography and reference points for use during design and construction, including existing service and utility lines;
- \* Geotechnical studies describing soils and subsurface conditions;
- \* Legal description of the site;
- \* As-built facility drawings and construction documents, if available;
- \* Environmental site evaluations and impact studies identifying existing hazardous conditions.

b. The Contractor may establish an estimate for the work based upon the Contractor's understanding of the scope of work at the time of this Agreement. The estimate will be refined during design development and replaced by a Guaranteed Maximum Price (GMP) or as agreed to by the Owner/Client and the Contractor.

c. All drawings, specifications and other documents and electronic data furnished by Contractor to Owner/Client under this Agreement ("Work Produced") are deemed to be instruments of service and Contractor shall retain an ownership and property interest therein. In the event Owner/Client fails to enter into a design-build contract on the Project with Contractor and proceeds to design and construct the Project through its employees, agents or third parties, the Contractor shall grant Owner/Client a limited license to use the Work Product to complete the Project conditioned on the following:

- \* Use by Owner/Client of the Work Product is at Owner/Client's sole risk and without liability or legal exposure to Contractor or anyone working by or through Contractor, including design professionals, Owner shall defend, indemnify and hold harmless the Contractor, design professionals, and design-build subcontractors from any and all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from the Work Product.
- \* Owner/Client agrees to pay Contractor a reasonable agreed upon sum as compensation for the right to use the Work Product in accordance with this article.

d. The Contractor shall submit to Owner/Client interim design submissions to support the overall project schedule. When needed, the Owner/Client and Contractor shall meet and confer regarding the evolution of the design including changes and deviations. The Owner/Client shall review and provide responses to the interim submissions within the turnaround times set forth in the Project schedule or as agreed.

18. **Assignment:** Neither Contractor nor Owner/Client shall without written consent of the other party assign or transfer any portion or part of its obligations under this Agreement.

19. **Governing Law:** This Agreement shall be governed by the laws of Albuquerque, New Mexico, without giving effect to its conflict of law principles.

20. **Severability:** If any of these General Conditions shall be finally determined to be invalid and unenforceable in sole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the Agreement between them to replace any such invalid or unenforceable provision that comes as close as possible to the intention of the stricken provision.

21. **Limitations of Liability:** In no event will the contractor be liable to the Owner/Client or anyone else (including third-party beneficiaries), for any consequential, incidental, special or indirect damages, including lost revenue and profits, that result in anyway connected with the services provided herein. The Owner/Client agrees that the liability of the Contractor arising out of any kind of legal claim (whether in contract, tort or otherwise) in anyway connected with the services provided will not exceed the amount the Owner/Client originally paid the Contractor for the service or the insurance coverage and limits of liability identified in paragraph 10, whichever amount is less.

## Nick Sedillo

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**From:** DAVID BYRD <d\_byrd@centurylink.net>  
**Sent:** Friday, February 28, 2020 9:09 AM  
**To:** Nick Sedillo  
**Subject:** 205 S. Ninth Street. Estancia, NM. Torrence County office Bld. Custom Installation of the ABC Seamless 7-inch Commercial rain gutter system for the south and east side of the building.

February 28, 2020

ABC Seamless  
5500 Silver SE  
Albuquerque, NM. 87016

Torrence County  
205 S. Ninth Street  
Estancia, NM 87016

Attn: Mr. Nick Sedillo. (Please verify receipt of this email).  
Operations Manager Safety Officer

**Job Scope:**  
South and East sides of the Building.

South side.

1.) We understand that there are safety concerns for pedestrians at the new walkway for the south side because of the lack of roof run off control.

The lack of roof run off control along this side is causing damage to the facade in several locations.

Currently now in the winter months ice is building up, slippery, dangerous conditions etc.

East side.

2.) The existing gutter at the east side was installed incorrectly (over the drip edge) and in short 10-foot sections, leaking etc., thus causing damage to the facade of the structure.

South side.

It is the recommendation of ABC Seamless to manufacture on site and install (approx. 166-feet) of our exclusive 7-inch 24-ga. Steel Rain Gutter across the entire south side to include our hidden steel hangers, 1-custom feed thru collector box, 1-4x5 steel downspout, and 1-custom cut miter.

We will also install a roof run off divertor at the electrical conduits that cross over the overhang at that location.

Because we can essentially install a seamless product (with the use of the feed thru collector box) we can drain the long section of roof with only 1-downspout, as discussed.

Others will cut the walkway creating a diversion to the adjacent parking area and off of the walkway.

This design calls for connecting to our new gutter installed at the east side ie., (the south east corner), diverting partial south side run off into the existing sidewalk drain trough at the front of the building.

East side or the front of the Building.

We are recommending removing the old style gutter sections, downspouts etc. at this location (north and south ends) and recycle, for all of the reasons listed above.

We will manufacture and install (approx. 96-feet total) of the same 7-inch 24-ga. Commercial Steel rain gutter across both locations, (north and south ends).

The design calls for diverting the run off into the same sidewalk trough's already in place. This installation to also include our hidden steel hangers, 2-custom cut miters, 2-4x5 steel downspouts etc., for a complete, functional and connected system, all as discussed. ABC Seamless warranties are as follows: 10-years on the labor ie., leaks, loose fasteners, snow/ice damage etc., and the materials are covered for the life of the building ie., rust, peeling, flaking of the finish etc. Color selected is called "Almond"

Subtotal: \$11,320.80

Please note, all pricing reflects travel costs associated with this type of out of town project.

Option.

South side only.

No work on the east side, leaving all of the old system in place.

Please note our gutter and the old gutter at the east side have completely different profiles and cannot be connected in any way, non reusable.

1.) We will install the same 7-inch Commercial system already listed above.

The exception, we would have to install an additional 4x5 steel downspout at the south east corner for that single section of new gutter as we cannot connect to the existing gutter in place at the east side.

In doing that, others would have an additional side walk drain trough to install if desired.

Color and warranties are the same.

Subtotal: \$7,368.75

Subtotal: \$ \_\_\_\_\_.

Tax: \$ \_\_\_\_\_. Tax would be calculated on the labor only, or 60% of subtotal cost.

Total: \$ \_\_\_\_\_.

We accept all major credit cards, checks, etc.

Total due in full upon completion of the project.

Date of Acceptance: \_\_\_\_\_.

Buyer or responsible party: \_\_\_\_\_.

Thank you,

David E. Byrd  
Senior Product Consultant  
ABC Seamless  
505-268-6433- Office  
505-228-0785- Cell

**Project Location:**

**Torrance County Administrative Office**

**205 S Ninth Street**

**Estancia, NM 87016**

**POC (Point of Contacts):**

Nick Sedillo, Operations Manager (Office 505-544-4310/Mobile 505-315-5888)

[nsedillo@tcnm.us](mailto:nsedillo@tcnm.us)

Stetson Lujan, Maintenance Foreman (Office 505-544-4380/Mobile 505322-5570)

[slujan@tcnm.us](mailto:slujan@tcnm.us)

**Project Description:**

FURNISH THE MATERIALS AND LABOR NECESSARY FOR THE COMPLETION OF:

Install approximately 170' +- of seamless gutter 7" 24-gauge steel rain gutter across the south side of the building with 1 downspout in the middle. Also required is a runoff divertor at the electrical conduits over by the mini split for the server room.

Option #1 (East Side/Front of Building)

FURNISH THE MATERIALS AND LABOR NECESSARY FOR THE COMPLETION OF:

Remove old style gutter sections, downspouts etc. and install approximately 100' +- of the same 7" 24-gauge steel rain gutter across both locations. Designs is for diverting the run off into the same sidewalk through's already in place.

<u>Contractor</u>	<u>Quoted Amount</u>	<u>Comments</u>
ABQ Gutter Pros RoofCare	\$4,021.75 \$9,063.12	\$640.00 (Cost to remove and replace existing gutter on east side) plus NMGRT
*ABC Seamless	<b>\$11,320.80</b>	<b>South and East side of building</b>
ABC Seamless	\$7,368.75	South side of building
Sandia Seamless	\$1,147.80	North side of building - not part of the scope of work @ this time
	\$1,429.34	East side of building = front
	\$2,251.09	South side of building

\*ABC Seamless was the only contractor that quoted what our scope of work was. One seamless gutter on the south side of the building with only one downspout to avoid any trip hazards on the newly poured concrete. County will be responsible for the concrete cut to allow for water to be diverted out of only one location onto the parking lot. Also contractor will install a roof run off diverter at the electrical conduits that cross over the overhang at that location.

Recommendation from operations and maintenance is to go with ABC Seamless for the entire project being both East and South sides of building



# Torrance County

P.O. Box 48  
205 South Ninth Street  
Estancia, New Mexico 87016  
505-544-4700

**Ryan Schwebach,**  
*Chair*  
*District 2*

Torrance County, Estancia, New Mexico, hereby declares and notifies of its intent to procure the following via sole source procurement. Pursuant to NMSA 1978 Section 13-1-126 & Section 13-1-128.

**Kevin McCall**  
*District 1*

**Posting Date:** April 30, 2020

**Product/Service:** Gutter System

**Javier Sanchez**  
*District 3*

**Description:** Repair and replace the failed gutter system on the south and east side of the Torrance County Administration Building.

**Wayne A. Johnson**  
*County Manager*

**Vendor:** ABC Seamless  
5500 Silver SE  
Albuquerque, NM 87106

**Tracy Sedillo**  
*Treasurer*

**Amount:** \$11,320.80 + GRT

**Linda Jaramillo**  
*Clerk*

**Justification:** The current gutter system has failed, the new gutter must be constructed as to channel the water from the south and east sides to drain collectively through drain and channeled under the sidewalk via as to not drain onto the sidewalk in multiple locations or multiple drains. Further, to divert runoff from the electrical conduits that affixed to the outside of the building. By installing one central drain in the center of the south side to achieve preservation of the sidewalk, façade (stucco fascia), and existing electrical conduits.

**Jesse Lucero**  
*Assessor*

**Martin Rivera**  
*Sheriff*

**Josie Chavez**  
*Probate Judge*

**Contact:** Noah J. Sedillo – Chief Procurement Officer  
Office: 505-544-4730  
[njsedillo@tcnm.us](mailto:njsedillo@tcnm.us)

Any party wishing to protest the award of this sole source procurement shall submit such in writing to the contact above within fifteen calendar days of this posting, or no later than 5:00 pm on May 15, 2020.



# *Torrance County*

*P.O. Box 48  
205 South Ninth Street  
Estancia, New Mexico 87016  
505-544-4700*

***Ryan Schwebach,***  
*Chair*  
*District 2*

April 30, 2020

Re: Sole Source for Torrance County Administration Building Gutter Repair

***Kevin McCall***  
*District 1*

To Whom it May Concern:

***Javier Sanchez***  
*District 3*

Torrance County has exercised due diligence in seeking quotes to repair the south and east side gutter system at the Torrance County Administration Building 205 S Ninth Street, Estancia, NM 87016. Per the scope of work to remedy the failed gutter system multiple vendors have quoted the job, but not to the specifications (scope of work) presented by Torrance County which requires a designated channeling of water drainage. Moreover, the quotes have been provided under New Mexico Statewide Price Agreements, Cooperative Educational Services Contracts, and other general quotes. Again, none have quoted per the scope (see attached specifications) except one company – ABC Seamless, 5500 Silver NE, Albuquerque, NM 87016.

***Wayne A. Johnson***  
*County Manager*

***Tracy Sedillo***  
*Treasurer*

***Linda Jaramillo***  
*Clerk*

***Jesse Lucero***  
*Assessor*

Pursuant to NMSA 1978, Section 13-1-126 & Section 13-1-128, and the Torrance County Purchasing Policy (Resolution 2019-38) the Torrance County central purchasing office has determined the need to sole source the specified job per the quoted work (see attached).

***Martin Rivera***  
*Sheriff*

***Josie Chavez***  
*Probate Judge*

Please let me know if you have any questions.

Very Respectfully,

A handwritten signature in blue ink that reads "Noah Sedillo".

Noah Sedillo  
Chief Procurement Officer



## CONSTRUCTION COST PROPOSAL - Per the Construction Drawings

Date: 5/26/2020

RFE: 20-148

Torrance County  
Nick Sedillo  
205 S. Ninth St.

Cost Proposal Project Name: **SPA-Torrance County- Office Building- Repair Stucco R1**  
Procurement Contract: SPA  
Email address: [Nsedillo@tcnm.us](mailto:Nsedillo@tcnm.us)  
Telephone # **505-544-4310**

Physical Job Address: 205 S. Ninth St. Estancia, NM 87016  
Plans and specifications provided by: FacilityBUILD

**Scope of Work:**

As per walkthrough between FacilityBUILD and Torrance County on 5/7/2020: Provide labor and material to power wash and remove loose stucco, apply a brown coat on the patch areas, and apply color coat to all the soffitt, upper soffitt, and sheriff's office.

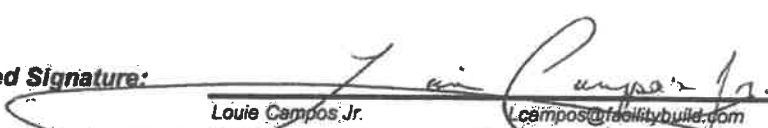
**Includes:**

As needed: prevailing wages; performance and payment bonds; insurance; permits, - Unless specifically excluded in the scope of work:

**Clarifications:** Hazardous materials testing is included in this proposal. Abatement is not included.

**Excludes:**

Repair or replacement of existing architectural, structural, electrical, fire systems, life safety, code violations, hidden conditions or additional material testing, site improvements; Irrigation or landscape work or any design construction work not specifically described in the scope of work or construction documents :Abatement, Disposal, Fire Alarm and Fire Protection

NM GRT @	Estancia	8.1875%		\$40,091.44
				\$3,282.49
			<b>TOTAL</b>	<b>\$43,373.93</b>
<b>FacilityBUILD's Authorized Signature:</b>				date
 Louie Campos Jr. <a href="mailto:lcampos@facilitybuild.com">lcampos@facilitybuild.com</a>				5/26/2020
Acceptance: The above scope of work, cost proposal and Services Agreement General Conditions are hereby accepted. You are authorized to do the work as specified. Costs are valid for 30 days.				
<b>Project Name:</b> SPA-Torrance County- Office Building- Repair Stucco R1				
<b>Client Authorized Signature:</b>				date
This agreement is the only agreement expressed or implied in which the work will be completed. The agreement takes precedent over any previous oral agreements and representations. See attached General Conditions on pages 3 and 4 of this proposal.				

**FacilityBUILD, Inc.**  
 NM Contractors License: # 88676 - GB98, MM98, EE98, GA98, GF98, GF05 and GS04  
 5904 Florence Avenue NE, Albuquerque, NM 87113 Phone (505) 828-0060 Fax: (505) 823-0616  
[www.facilitybuild.com](http://www.facilitybuild.com)

**Cost Proposal Project Name:** SPA-Torrance County- Office Building- Repair Stucco R1

**Physical Job Address:** 205 S. Ninth St. Estancia, NM 87016

**Cost Breakdown (Per CSI Division 1-16):**

<b>Div: 1</b>	<b>General Requirements:</b> Construction Design and Engineering (if applicable), Building Construction Permits, General Liability and Builders Risk Insurance, Project Management and Coordination, Weekly Construction Progress Documents, Construction Administration, Submittals, Product Approval Process, Quality Assurance and Quality Control inspections, Temporary Facilities and Utilities, Waste Management, Regulatory Control, Safety Plan, Closeouts and Training	<b>\$4,908.32</b>
<b>Div: 2</b>	<b>Site work/Demolition:</b> NA	<b>\$0.00</b>
<b>Div: 3</b>	<b>Concrete:</b> NA	<b>\$0.00</b>
<b>Div: 4</b>	<b>Masonry:</b> NA	<b>\$0.00</b>
<b>Div: 5</b>	<b>Metals:</b> NA	<b>\$0.00</b>
<b>Div: 6</b>	<b>Wood &amp; Plastics:</b> NA	<b>\$0.00</b>
<b>Div: 7</b>	<b>Thermal/Moisture:</b> NA	<b>\$0.00</b>
<b>Div: 8</b>	<b>Doors &amp; Windows:</b> NA	<b>\$0.00</b>
<b>Div: 9</b>	<b>Finishes:</b> Provide labor and material to power wash and remove loose stucco, apply a brown coat on the patch areas, and apply color coat to all the soffitt.	<b>\$35,183.12</b>
<b>Div: 10</b>	<b>Specialties:</b> NA	<b>\$0.00</b>
<b>Div: 11</b>	<b>Equipment:</b> NA	<b>\$0.00</b>
<b>Div: 12</b>	<b>Furnishings:</b> N/A	<b>\$0.00</b>
<b>Div: 14</b>	<b>Special Construction:</b> N/A	<b>\$0.00</b>
<b>Div: 15-3</b>	<b>Plumbing:</b>	<b>\$0.00</b>
<b>Div: 15-4</b>	<b>Fire Protection Systems:</b>	<b>\$0.00</b>
<b>Div: 15-5</b>	<b>Mechanical:</b>	<b>\$0.00</b>
<b>Div: 16</b>	<b>Electrical:</b> NA	<b>\$0.00</b>
<b>Div: 16-6</b>	<b>Fire Alarm/Data:</b>	<b>\$0.00</b>
		<b>\$40,091.44</b>
<b>NM GRT @ 8.1875%</b>		<b>\$3,282.49</b>
<b>TOTAL</b>		<b>\$43,373.93</b>

**Services Agreement/General Conditions****FacilityBUILD™**

1. **Scope of Work:** Contractor agrees to furnish necessary labor, materials, supplies, equipment, tools and subcontractors to perform and complete in a professional workmanlike manner, the services as described under the attached scope of work. All conclusions and recommendations regarding the work represent the professional opinions of Contractor personnel involved in the work and should not be considered a legal interpretation of existing codes or regulations. Contractor assumes no responsibility for errors in architectural plans/specifications, existing code deficiencies, or incorrect information provided by Owner/Client that Contractor relied on in preparing proposal/estimates.
2. **Payment:** 100% upon completion of scope of work unless credit arrangements have been made, or work duration is longer than one (1) month. Then the contractor will submit invoices monthly, or as otherwise agreed, for completed portions of services or additional work authorized pursuant to Paragraph 5 herein. Owner/Client agrees to pay the invoiced amount within 20 days from date of invoice. Any payment not received by Contractor within 30 days shall be considered delinquent and the amounts due contractor shall accrue a late charge of 1 1/2% per month for each month from date of invoice. In the event any payment due Contractor under the terms of this Agreement is delinquent, Contractor may suspend all services until all delinquent payments have been received.
3. **Additional Work:** The Owner/Client, without invalidating the Agreement, may order changes in the work within the general scope of the Agreement consisting of additions, deletions or revisions of the scope, cost of services and time being adjusted accordingly. All such changes in the work shall be authorized in writing. The cost or credit to the Owner/Client resulting from a change in the work shall be determined by one or more of the following: by mutual agreement of either a lump sum, and/or unit price to be multiplied by the units worked in determining the total sum; hourly rate per man hour multiplied by the man hours expended; or by other mutually agreeable cost methods. Where differing site conditions are encountered that materially affect the Contractor's cost of completing the scope of work, the Contractor will notify the Owner/Client and will use his best professional judgment in assisting the Owner/Client in deciding how to proceed. The cost of services will be equitably adjusted by written change order or supplemental agreement between both parties within twenty (20) days from the first observance of the differing site condition.
4. **Access/ Approvals/ Permits:** Owner/Client shall arrange for access and make all provisions for Contractor to enter public and private property as required for Contractor to perform the specified services. Owner/Client shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approval and consent from others as may be necessary. Owner/Client is responsible for informing Contractor of the structures. Contractor will not be responsible for inadvertent damage to utility locations of any underground lines or other subsurface structures that were not made known to Contractor prior to the start of work pursuant to Paragraph 5 herein.
5. **Client Information:** Work will not commence until the Contractor has received a duly executed copy of this contract. The Owner/Client shall direct its officers, directors, employees, subcontractors and agents to render reasonable assistance and to provide (promptly upon request) any necessary or appropriate data to the Contractor in connection with its performance under this agreement. Any data furnished shall be furnished at the Owner/Client's expense, and the Contractor shall be entitled to rely upon its accuracy and completeness. The Owner/Client shall locate for the Contractor, and shall assume responsibility for the accuracy of his representations, as to the locations of all underground utilities, tanks, structures, or other installations, unless the express responsibility of the Contractor as stated in the "Scope of Work".
6. **Emergencies:** In an emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation and/or extension of time claimed by the Contractor on account of emergency work shall be determined as set forth under Paragraph 3, Additional Work.
7. **Hazardous Substances:** Nothing herein shall be construed or interpreted as requiring Contractor to identify hazardous substances or assume the status of a generator of any hazardous substances or hazardous materials, as those terms are defined under any applicable federal, state and local laws, statutes regulations, ordinances, rules or orders. If any hazardous, toxic or dangerous substances as defined by federal, state or local laws, statutes, regulations, ordinances, rules or orders, ("Hazardous Substances") are encountered at the site, Contractor will stop work and advise the Owner/Client. It is the Owner/Client's responsibility to identify and inform Contractor of Hazardous Substances at the facility. If these Hazardous Substances require handling, transportation or disposal at an off-site facility, Contractor will assist in advising the Owner/Client of the Owner/Client's options. However, Contractor will not "arrange" for disposal of, accept title to, sign manifests for, or take control of any Hazardous Substances, unless expressly stated in the "Scope of Work". Owner/Client shall indemnify and hold Contractor harmless from any claims, damages, fines and fees, litigation or expenses, arising out of or in any way related to identification, handling, transportation and disposal of any Hazardous Substances in the course of Contractor's performance of this Agreement.
8. **Restoration:** The Owner/Client understands that in the normal course of construction work, some minor damage to property may occur including damage to landscaping, pavement, sprinkler systems, and interior building finishes. While the Contractor will act to minimize damage, some minor damages may occur.
9. **Independent Contractor:** Contractor shall perform all work under this agreement as an independent contractor, retaining complete control over its personnel and operations and conforming to all legal requirements with respect to its Representatives. Neither Contractor nor its Representatives shall be, or shall be construed to be, in any sense, Owner/Client's employees or agents, or have authority to bind Owner/Client in anyway.
10. **Insurance:** The Contractor shall maintain policies of insurance for the following types of coverage, each with a limit of liability of one million dollars per occurrence and in the aggregate: Worker's Compensation (statutory); Comprehensive General Liability; and Comprehensive Automotive Liability, unless otherwise expressly stated in the "Scope of Work".
11. **Indemnity:**
  - a. Contractor shall indemnify and hold harmless Owner/Client, and its respective officers, directors, employees, subcontractors, agents and assigns ("Representatives"), from and against any and all liabilities, claims, causes of action, suits, losses, damages, costs and demands, including reasonable attorneys' fees, resulting from or arising out of, personal injury, including death or property damage, to the extent such injury, death or property damage is caused by the negligence or willful misconduct of Contractor or its Representatives; and, provided that such injury, death, or property damage is not caused by the sole or contributory negligence of Owner/Client, or its Representatives; and provided further, that Contractor's liability hereunder shall be limited to and not exceed the insurance coverage and limits of liability identified in Paragraph 10 or the total cost of services under of this agreement, whichever amount is less.
  - b. Owner/Client shall indemnify and hold harmless Contractor, and its Representatives, from and against any and all liabilities, claims, causes of action, suits, losses, damages, costs and demands, including reasonable attorneys' fees, resulting from or arising out of, personal injury, including death or property damage, to the extent such injury, death or property damage is caused by the negligence or willful misconduct of Owner/Client or its Representatives; and provided further that such injury, death, or property damage is not caused by the sole or contributory negligence of Contractor or its Representatives.

**Services Agreement/General Conditions****FacilityBUILD™**

12. **Dispute Resolution:** All claims, disputes and other matters in question between the Contractor and Owner/Client arising out of, or relating to, this agreement or breach thereof, shall first be submitted to non-binding mediation. Then if still unresolved, the dispute will be decided by arbitration in accordance with the construction industry rules of the American Arbitration Association, unless the parties mutually agree otherwise. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of Demand for mediation arbitration shall be filed in writing with the other party to the contract agreement within 90 days after the claim, dispute or other matter in question has arisen.

13. **Termination:** If the work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, through no act or fault of the Contractor or its Representatives, or if the Owner/Client has failed to make payment as provided in this Agreement for work performed, then the Contractor may at his option provide three (3) days notice to the Owner/Client, terminate this agreement and recover from the Owner/Client, payment for all work completed, with all costs arising out of such termination, and for any proved loss sustained upon any materials, equipment, and tools including reasonable profit and damages.

14. **Safety/Health:** By virtue of entering into this Agreement and providing services hereunder, Contractor does not assume responsibility for any existing conditions at the site that may present a danger, either potential or real, to the health, safety or the environment, except as set forth in the "Scope of Work".

15. **Delays:** If the Contractor is delayed at any time in the progress of the work by an act or omission of the Owner/Client, or his employees or separate contractors employed by the Owner/Client, or by changes ordered in the work, or by labor disputes, fire, unusual delay in deliveries, adverse weather conditions, permit requirements, interpretive (subjectively/capriciously enforced) code review and inspections, unavoidable casualties or other causes beyond the Contractor's control, or by delay pending arbitration, or by other causes which the Owner/Client and Contractor agree may justify delay, then the contract time shall be reasonably extended.

16. **Standard of Care/Warranty:** The standard of care for all construction services performed under this Agreement shall be the care and skill ordinarily used by the construction trades working under similar conditions at the same time and locality. The Contractor warrants to the Owner/Client that the construction shall be new unless otherwise specified, of good commercial quality, in conformance with the Contract Documents and free of defects in materials and workmanship for one (1) year from substantial completion. This warranty does not apply to patch and repair work.

17. **Design - Build:** In addition to all other terms and conditions of this Agreement, the following articles are relevant to Design-Build projects where Contractor is acting in the capacity of Designer-Builder.

a. Owner/Client shall provide Contractor with Owner/Client's Project criteria. Project criteria includes: use, space, budget, time, site, performance and expandability requirements, limitations, objectives and other relevant information. Unless otherwise stated in the scope of work, the Owner/Client will also provide, at its own cost and expense, the following:

- \* Surveys describing the property, boundaries, topography and reference points for use during design and construction, including existing service and utility lines;
- \* Geotechnical studies describing soils and subsurface conditions;
- \* Legal description of the site;
- \* As-built facility drawings and construction documents, if available;
- \* Environmental site evaluations and impact studies identifying existing hazardous conditions,

b. The Contractor may establish an estimate for the work based upon the Contractor's understanding of the scope of work at the time of this Agreement. The estimate will be refined during design development and replaced by a Guaranteed Maximum Price (GMP) or as agreed to by the Owner/Client and the Contractor.

c. All drawings, specifications and other documents and electronic data furnished by Contractor to Owner/Client under this Agreement ("Work Produced") are deemed to be instruments of service and Contractor shall retain an ownership and property interest therein. In the event Owner/Client fails to enter into a design-build contract on the Project with Contractor and proceeds to design and construct the Project through its employees, agents or third parties, the Contractor shall grant Owner/Client a limited license to use the Work Product to complete the Project conditioned on the following:

\* Use by Owner/Client of the Work Product is at Owner/Client's sole risk and without liability or legal exposure to Contractor or anyone working by or through Contractor, including design professionals. Owner shall defend, indemnify and hold harmless the Contractor, design professionals, and design-build subcontractors from any and all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from the Work Product.

\* Owner/Client agrees to pay Contractor a reasonable agreed upon sum as compensation for the right to use the Work Product in accordance with this article.

d. The Contractor shall submit to Owner/Client interim design submissions to support the overall project schedule. When needed, the Owner/Client and Contractor shall meet and confer regarding the evolution of the design including changes and deviations. The Owner/Client shall review and provide responses to the interim submissions within the turnaround times set forth in the Project schedule or as agreed.

18. **Assignment:** Neither Contractor nor Owner/Client shall without written consent of the other party assign or transfer any portion or part of its obligations under this Agreement.

19. **Governing Law:** This Agreement shall be governed by the laws of Albuquerque, New Mexico, without giving effect to its conflict of law principles.

20. **Severability:** If any of these General Conditions shall be finally determined to be invalid and unenforceable in sole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the Agreement between them to replace any such invalid or unenforceable provision that comes as close as possible to the intention of the stricken provision.

21. **Limitations of Liability:** In no event will the contractor be liable to the Owner/Client or anyone else (including third-party beneficiaries), for any consequential, incidental, special or indirect damages, including lost revenue and profits, that result in anyway connected with the services provided herein. The Owner/Client agrees that the liability of the Contractor arising out of any kind of legal claim (whether in contract, tort or otherwise) in anyway connected with the services provided will not exceed the amount the Owner/Client originally paid the Contractor for the service or the insurance coverage and limits of liability identified in paragraph 10, whichever amount is less.



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor  
(43) Vendors

Telephone:

Price Agreement Number: 90-000-19-00057

Price Agreement Amendment No.: One

Term: July 18, 2019 – July 17, 2020

Ship To:  
All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public  
bodies allowed by law

Invoice:  
As Requested

Procurement Specialist: Michael Saavedra

Telephone No.: (505) 827-0610

Email: Michael.Saavedra@state.nm.us

Title: **General Construction Services - Statewide**

**This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.**

**This amendment is issued to reflect the following effective immediately:**

**Add the following vendor as an approved vendor on this Price Agreement:**

0000139642  
AGM Konstruction  
1570 Pacheco St., Suite E-6  
Santa Fe, NM 87504  
505-429-6072  
Ambrosecastellano274@gmail.com

See Attached pages for pricing.

**Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.**

Accepted for the State of New Mexico

*for*   
Mark Hayden, New Mexico State Purchasing Agent

Date: 8/14/2019

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 90-000-19-00057  
 Amendment No.: One

Projects UNDER Sixty Thousand (\$60,000.00)					
Item	Approx. Qty.	Unit	Article and Description		
001	1	Hr.	Superintendent, regular hours		
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
\$45.85	\$45.85	\$45.85	\$45.85	\$45.85	\$45.85

Item	Approx. Qty.	Unit	Article and Description		
002	1	Hr.	Superintendent, after hours		
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
\$50.85	\$50.85	\$50.85	\$50.85	\$50.85	\$50.85

Item	Approx. Qty.	Unit	Article and Description		
003	1	Hr.	Journeyman or Experience Worker, regular hours worked		
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
\$41.74	\$41.74	\$41.74	\$41.74	\$41.74	\$41.74

Item	Approx. Qty.	Unit	Article and Description		
004	1	Hr.	Journeyman or Experience Worker, after hours worked		
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
\$46.74	\$46.74	\$46.74	\$46.74	\$46.74	\$46.74

Item	Approx. Qty.	Unit	Article and Description		
005	1	Hr.	Laborer, regular hours worked.		
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
\$27.82	\$27.82	\$27.82	\$27.82	\$27.82	\$27.82

Item	Approx. Qty.	Unit	Article and Description		
006	1	Hr.	Laborer, after hours worked.		
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
\$29.50	\$29.50	\$29.50	\$29.50	\$29.50	\$29.50

Projects OVER Sixty Thousand (\$60,000.00) - Wage Decision Projects					
Item	Approx. Qty.	Unit	Article and Description		
007	1	Hr.	Superintendent, regular hours		
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
\$45.85	\$45.85	\$45.85	\$45.85	\$45.85	\$45.85

State of New Mexico  
 General Services Department  
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<b>Projects OVER Sixty Thousand (\$60,000.00) - Wage Decision Projects</b>					
<b>Item</b>	<b>Approx. Qty.</b>	<b>Unit</b>	<b>Article and Description</b>		
008	1	Hr.	Superintendent, after hours		
<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>	<b>Zone 5</b>	<b>Zone 6</b>
\$50.85	\$50.85	\$50.85	\$50.85	\$50.85	\$50.85

<b>Item</b>	<b>Approx. Qty.</b>	<b>Unit</b>	<b>Article and Description</b>		
009	1	Hr.	Journeyman or Experienced Worker, regular hours worked		
<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>	<b>Zone 5</b>	<b>Zone 6</b>
\$46.74	\$46.74	\$46.74	\$46.74	\$46.74	\$46.74

<b>Item</b>	<b>Approx. Qty.</b>	<b>Unit</b>	<b>Article and Description</b>		
010	1	Hr.	Journeyman or Experienced Worker, after hours worked		
<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>	<b>Zone 5</b>	<b>Zone 6</b>
\$27.45	\$27.45	\$27.45	\$27.45	\$27.45	\$27.45

<b>Item</b>	<b>Approx. Qty.</b>	<b>Unit</b>	<b>Article and Description</b>		
011	1	Hr.	Laborer, regular hours worked		
<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>	<b>Zone 5</b>	<b>Zone 6</b>
\$27.82	\$27.82	\$27.82	\$27.82	\$27.82	\$27.82

<b>Item</b>	<b>Approx. Qty.</b>	<b>Unit</b>	<b>Article and Description</b>		
012	1	Hr.	Laborer, after hours worked		
<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>	<b>Zone 5</b>	<b>Zone 6</b>
\$29.50	\$29.50	\$29.50	\$29.50	\$29.50	\$29.50

<b>Item</b>	<b>Approx. Qty.</b>	<b>Unit</b>	<b>Article and Description</b>	<b>Price</b>
013	1	Hr.	Diagnosis, project estimates, troubleshooting	<b>All Zones \$50.00</b>

<b>Item</b>	<b>Approx. Qty.</b>	<b>Unit</b>	<b>Article and Description</b>	<b>% Discount</b>
014	1	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.	<b>All Zones 5%</b>

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Item	Approx. Qty.	Unit	Article and Description	Price
015	1	\$/Per Day	Daily per diem rate for overnight stay needed. Including dinner and breakfast per person.	All Zones \$170.00

Item	Approx. Qty.	Unit	Article and Description	Price
016		Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. <b>Physical Address: 1570 Pacheco Street</b> <b>Company Name: AGM Konstruction</b> <b>Address: 1570 Pacheco Street, Suite E-6</b> <b>City: Santa Fe, NM 87506</b> <b>Zip: 87506</b>	All Zones \$170.00

\*\*\* 16 Items Total \*\*\*





**State of New Mexico  
General Services Department**

**Statewide Price Agreement**

**Awarded Vendors:**  
42 Vendors - See Page 6

Telephone No. \_\_\_\_\_

Price Agreement Number: 90-000-19-00057

Payment Terms: See page 6

F.O.B.: Destination

Delivery: See page 6

**Ship To:**  
All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public  
bodies allowed by law.

Procurement Specialist: Michael Saavedra

Telephone No.: 505-827-0610

Email: Michael.Saavedra@state.nm.us

**Invoice:**  
As Requested.

**Title: General Construction Services - Statewide**

**Term: July 18, 2019 – July 17, 2020**

**This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.**

**Accepted for the State of New Mexico**

A handwritten signature in black ink, appearing to read "Michael Saavedra", written over a horizontal line.

New Mexico State Purchasing Agent

Date: 07/18/2019

State of New Mexico  
General Services Department  
Purchasing Division  
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**Terms and Conditions**  
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
  - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor

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were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

**12. Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

**13. Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

**15. Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

**16. Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

**17. Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

**18. Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

**19. Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

**20. Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

**21. Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

**22. Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

### New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of

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any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://www.insurenemexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

### Statewide Price Agreement

#### Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

#### Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

#### Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

#### Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page I. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

#### Article V – Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This

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provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

**Article VI – Amendment**

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

**Article VII – Indemnity Clause**

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

**Article VIII – Issuance of Orders**

Only written signed orders are valid under this Price Agreement.

**Article IX – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article X – Price Schedule**

Prices as listed in the price schedule hereto attached are firm.

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**Awarded Vendors:**

(AA) 0000053415  
Advanced Environmental Solutions, Inc.  
2318 Roldan Drive  
Belen, NM 87002  
505-861-1700  
asaiz@aesnm.com

Payment Terms: Net 30 Days  
Delivery: Per Contract Specs.

(AB) 0000107401  
All-Rite Construction, Inc.  
DBA Ritecon  
539 Oliver Ross Dr. NW  
Albuquerque, NM 87121  
505-344-7663  
meshach@ritecon.com

Payment Terms: Net 30  
Delivery: Destination

(AC) 0000054601  
Anchorbuilt Inc.  
PO Box 27688  
Albuquerque, NM 87125  
505-342-2452  
Ray.zamora@anchorbuilt.com

Payment Terms: Net 30  
Delivery: As Requested

(AD) 0000097177  
APIC Solutions, Inc.  
5550 Midway Park Place NE  
Albuquerque, NM 87109  
505-345-1381  
orders@apicnm.com

Payment Terms: Net 30  
Delivery: As Requested

(AE) 0000131239  
Archuleta Restoration & Remodel  
3 Otto Rd.  
Santa Fe, NM 87508  
505-473-2848  
mark@archuletastore.com

Payment Terms: Net 30  
Delivery: As Requested

(AF) 0000046277  
B & D Industries, Inc.  
9720 Bell Avenue SE  
Albuquerque, NM 87123  
505-299-4464  
clinton@banddindustries.com

Payment Terms: Net 30 days  
Delivery: F.O.B. Destination

(AG) 0000051157  
Blue Sky Builders, Inc.  
PO Box 608  
Española, NM  
505-753-5907  
rob@blueskybuilders-inc.com / richard@blueskybuilders-inc.com

Payment Terms: NET30  
Delivery: As Requested

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(AH) 0000046029

Bradbury Stamm Construction, Inc.  
7110 2<sup>nd</sup> Street NW  
Albuquerque, NM 87107  
505-765-1200  
cschultz@bradburystamm.com / bids@bradburystamm.com

Payment Terms: Net 30  
Delivery: F.O.B. Destination

(AI) 0000051994

Classic Industries, Inc.  
P.O. Box 434  
Dona Ana  
575-523-2053  
Classic.industries@comcast.net

Payment Terms: Net 30  
Delivery: 5 days from Notice to Proceed

(AJ) 0000138100

Consolidated Builders of NM LLC  
PO Box 26785  
Albuquerque, NM 87125  
505-873-6139  
consolidatedbuilders@comcast.net / samia.CBNM@comcast.net

Payment Terms: Net 30  
Delivery: As Requested

(AK) 0000116075

Davenport Construction Management LLC  
141 Camino de las Crucitas  
Santa Fe, NM 87501  
505-660-7105  
mitch@dcmnm.com

Payment Terms: net 30  
Delivery: As Requested

(AL) 0000049445

ESA Construction, Inc.  
3435 Girard Blvd. NE  
Albuquerque, NM 87107  
505-884-2171  
spannell@esaconstruction.com

Payment Terms: Net 30  
Delivery: As required by contracts or  
purchase orders

(AM) 0000012754

FacilityBUILD, Inc.  
5904 Florence Ave, NE  
Albuquerque, NM 87113  
505-828-0060  
camkileup@facilitybuild.com

Payment Terms: Net 30  
Delivery: As requested by Owner

(AN) 0000043596

First Mesa Construction, Inc.  
8819 Second Street NW  
Albuquerque, NM 87114  
505-843-8990  
everett@firstmesa.net

Payment Terms: Net 30 days  
Delivery: First Mesa Construction, Inc.

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(AO) 0000049692  
Franken Construction Co., Inc.  
1025 Douglas Avenue  
Las Vegas, NM 87701  
505-425-7578  
jimfranken@frankenconstruction.com

Payment Terms: Net 30 days  
Delivery: 1025 Douglas Avenue  
Las Vegas, NM 87701

(AP) 0000141388  
GME General Building LLC  
5935 Agua Fria  
Santa Fe, NM 87507  
505-471-9981  
erik@gmgeneralbuilding.com

Payment Terms: Net 30  
Delivery: As requested

(AQ) 0000090285  
GM Emulsion, LLC  
5935 Agua Fria  
Santa Fe, NM 87507  
505-471-9981  
gabriel@gmemulsion.com

Payment Terms: Net 30  
Delivery: As requested

(AR) 0000009550  
GranCor Enterprises, Inc.  
2121 Menaul Blvd. NE  
Albuquerque, NM 87107  
505-872-0005  
jeremiaha@grancor.com / mariac@grancor.com

Payment Terms: Net 30  
Delivery: Construction Site

(AS) 0000052470  
HEI, Inc.  
PO Box 3130  
Albuquerque, NM 87190  
505-880-1819  
whumbard@heinm.com

Payment Terms: Net 30  
Delivery: F.O.B. Destination

(AT) 0000046616  
Highland Enterprises, Inc.  
P.O. Box 2409  
Las Cruces, NM 88004  
575-524-3551  
hei@highlandnm.com

Payment Terms: 0% discount. Invoice due within  
21 Days  
Delivery: Project Location

(AU) 0000049140  
Handiwork, Inc.  
4425 Juan Tabo Blvd NE, #208  
Albuquerque, NM 87111  
505-239-5575  
jshuster@swcp.com

Payment Terms: Net 30 days  
Delivery: As Requested, FOB Destination



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(AV) 0000046321

Jack B. Henderson Construction Co., Inc.  
501 Eubank Blvd. SE  
Albuquerque, NM 87123  
505-292-8955  
jeichhorst@jbhenderson.com

Payment Terms: Net 21  
Delivery: 501 Eubank Blvd. SE  
Albuquerque, NM 87123

(AW) 0000087051

La Mesilla Construction, LLC  
98 County Road 119  
Española, NM 87532  
505-927-6513  
lamesillaconstruction@gmail.com

Payment Terms: Net 30 days  
Delivery: Per Owner's Request

(AX) 0000055206

Lone Mountain Contracting, Inc.  
125 Bosque Farms Blvd.  
Bosque Farms, NM 87068  
505-869-2996  
tessie@lonemountain.com / nick@lonemountain.com

Payment Terms: Net 30  
Delivery: 125 Bosque Farms Blvd.  
Bosque Farms, NM 87068

(AY) 0000050594

Longhorn Construction Services, Inc  
9208 Lona Lane NE  
Albuquerque, NM 87111  
505-858-1360  
lcsinc@comcast.net / samlcs@comcast.net

Payment Terms: 30 Days  
Delivery: FOB job site

(AZ) 0000011272

Mechanical Controls Solutions  
DBA/MCS Co.  
4020 Vassar Dr NE Suite B  
Albuquerque, NM 87107  
505-888-1616  
mmacready@icsicontrols.com

Payment Terms: Net 45  
Delivery: As Requested

(BA) 0000086491

Mevacon LLC  
1207 Scoggins  
Las Cruces, NM 88005  
575-524-0327  
arivas@meva-con.com

Payment Terms: Per Terms and Conditions  
Delivery: 1207 Scoggins  
Las Cruces, NM 88005

(BB) 0000142244

MVT Contracting, LLC  
P.O. Box 1212  
Española, NM 87532  
505-470-0498  
MVT0498@yahoo.com

Payment Terms: 30 DAYS  
Delivery: F.O.B. is EA. Project Site

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(BC) 0000047175  
National Roofing Company, Inc.  
3408 Columbia Dr. NE  
Albuquerque, NM 87107  
505-883-3000  
Jackson@nationalroofing.com

Payment Terms: Net 30 days  
Delivery: As requested

(BD) 0000090738  
Nieto Custom Builders  
428 Condi Ln  
Corrales, NM 87048  
505-270-1346  
pnieto@ncbnmpro.com

Payment Terms: 30 days  
Delivery: Open

(BE) 0000138553  
Nine Degrees Construction, LLC.  
101 Maguey Ct. Suite 2  
Sunland Park, NM 88063  
915-526-8739  
cesarm@nine-degrees.com

Payment Terms: Net 21  
Delivery: As Requested

(BF) 0000114869  
Pluma, LLC  
6301 4<sup>th</sup> Street NW, Suite 1  
Albuquerque, NM 87107  
505-345-0755  
chris@plucys.com

Payment Terms: Net 30  
Delivery: Destination

(BG) 0000132517  
R and M Construction LLC  
P.O. Box 1026  
Alcalde, NM 87511  
505-927-2027  
robert@rmconstructionnm.com

Payment Terms: NET 30  
Delivery: e-mail or US Mail

(BH) 0000142264  
Red Seven Electric  
50 Manzano Rd  
Los Lunas, NM 87031  
505-733-7777  
mmedina@redsevenelectric.com

Payment Terms: Net 30  
Delivery: As requested by NM State Purchasing  
Agent

(BI) 0000072052  
Reineke Construction, LLC  
75 Canyon Rd  
Sandia Park, NM 87047  
505-270-6866  
mreineke@earthlink.net

Payment Terms: Net 30  
Delivery: as requested

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(BJ) 0000046339

Tresco Inc.  
1800 Copper Loop  
Las Cruces, NM 88005  
575-528-2218  
gblock@trescoinc.org / cboston@trescoinc.org

Payment Terms: Net 30  
Delivery: Based on customer request

(BK) 0000079533

Unified Contractor, Inc.  
P.O. Box 93984  
Albuquerque, NM 87199  
505-350-3324  
info@unifiedcontractor.com / ivan@unifiedcontractor.com

Payment Terms: Net 30  
Delivery: As Requested

(BL) 0000009760

Weil Construction, Inc.  
3344 Princeton Dr. NE  
Albuquerque, NM 87107  
505-899-3535  
c.mcmahan@weilconstruction.com / chris@weilconstruction.com

Payment Terms: Net 30  
Delivery: Destination

(BM) 0000052947

Western Mechanical Co.  
DBA/Western Mechanical HVAC & Plumbing  
3301 Girard Blvd NE  
Albuquerque, NM 87107  
505-341-4458  
westernmechanical@hotmail.com

Payment Terms: 30 Days  
Delivery: Hand Delivery

(BN) 0000050416

White Sands Construction, Inc.  
1700 10<sup>th</sup> Street  
Alamogordo, NM 88310  
575-437-7816  
catlin@whitesandsconstruction.com

Payment Terms: 21 Days after submission  
Delivery: FOB Project Jobsite or WSCI Office

(BO) 0000142246

Winter Finishes, LLC  
3424 Stanford Drive NE  
Albuquerque, NM 87107  
505-259-4576  
doug@winterfinishes.com

Payment Terms: Net 30 Days  
Delivery: 3424 Stanford Drive NE  
Albuquerque, NM 87107

(BP) 0000051414

WWRC, Inc.  
1716 W. 7<sup>th</sup>  
Clovis, NM 88101  
575-769-2618  
wwrc@wwrcinc.com / ricky@wwrcinc.com

Payment Terms: net 30 days  
Delivery: as requested

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The State of New Mexico wishes to establish a Statewide Price Agreement for on-call general construction services work by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements and new construction services for facilities and properties throughout the state of New Mexico.

**Term:**

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of two (2) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed three (3) years.

**Compensation Caps:**

The total cost of **each project**, including applicable gross receipts tax, shall not exceed One Million Dollars (\$1,000,000.00). **This cap includes all change orders associated with the project.**

The total cap for **this Statewide Price Agreement** is **Ten Million (\$10,000,000) per awarded Contractor** for the whole term of the Statewide Price Agreement.

There will be multiple Contractors awarded as a result of this solicitation.

The Contractor **MUST** report all work issued under this Price Agreement to State Purchasing Division every quarter so that the cap thresholds can be monitored. If no Purchase Orders (PO) have been issued for the year, a report must still be sent in before the renewal date. A copy of approved POs must be sent as well as a summary spreadsheet for the quarter. The spreadsheet shall contain the following columns:

- Name of entity issuing the PO
- Date of the PO
- PO number
- project name
- dollar amount of the PO

**Failure to do so will result in the yearly renewal of the Price Agreement being denied. Quarterly Spreadsheets MUST be sent to Michael Saavedra at [Michael.Saavedra@state.nm.us](mailto:Michael.Saavedra@state.nm.us).**

When the total cap of ten million (\$10,000,000) for this Statewide Price Agreement has been reached, the Contractor will be terminated from the Price Agreement.

**Insurance:**

The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, Workman's Compensation Insurance. The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules, when required to do so, this Price Agreement will be cancelled immediately.

Contractor shall indemnify and hold harmless the State and local public body, its officers, and employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from, Contractor's and/or its employees, own negligent acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Price Agreement. This Save Harmless and Indemnification Clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., NMSA 1978 Comp. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party beneficiary or to

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authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

The Contractor shall provide public liability insurance for the minimum amount of one hundred thousand dollars (\$100,000) for damage to or destruction of property arising out of each occurrence; the amount of three hundred thousand dollars (\$300,000) to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under the New Mexico Tort Claims Act; and the amount of five hundred thousand dollars (\$500,000) for all claims arising out of each occurrence. Umbrella or excess liability coverage shall not be considered as any part of the primary coverage.

All work covered by this Invitation to Bid shall be in accordance with applicable state laws, the International Building Code (IBC) and New Mexico building codes and is subject to the minimum wage rate determination issued by the New Mexico Department of Workforce Solutions, if applicable.

Wage Rates:

All work covered by this Invitation to Bid shall be in accordance with applicable state laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions if applicable.

A wage rate decision is required by the Public Works Minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars (\$60,000) or more and funded in part by state or local funding. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: <http://www.dws.state.nm.us>

Bonding:

A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the state of New Mexico will be required of the successful bidder(s) prior to each project over twenty-five thousand dollars (\$25,000). Said bonds must be provided to the requesting agency and are to be filed with the agencies purchasing office. Failure to comply shall result in the order being issued to another vendor and the difference being charged back to the awarded Contractor(s).

Other:

The awarded Contractor shall be responsible for all permits associated with this work as required by the State of New Mexico Construction Industries Division (CID) or the local Authority Having Jurisdiction (AHJ). The CID will issue permits for work performed at state-owned buildings.

Contractor Note:

No person shall act as a Contractor without a license issued by the Construction Industries Division, classified to cover the type of work to be performed. No bid on a contract shall be submitted unless the Contractor has a valid Contractor's license issued by the CID to bid and to perform the type of work to be undertaken, as set forth in § 60-13-12, NMSA 1978.

**Contractor shall provide the following information:**

**Contractor's New Mexico  
license no.:**

\_\_\_\_\_

**Contractor's classification  
no.:**

\_\_\_\_\_

**State tax identification no.:**

\_\_\_\_\_

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**Public Works Registration  
Number\*:**

\*Pursuant to: 13-4-13.1 Public Works Contracts; Registration of Contractors and Subcontractors

When submitting a bid for a specific project valued at more than sixty thousand dollars (\$60,000) for any portion of a public works project greater than sixty thousand dollars (\$60,000) that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its bid. The using agency may reject any bid that fails to provide a Public Works Registration Number for the prime Contractor and all other listed Contractors or subcontractors.

The Contractor will be contacted on an as needed, on-call basis to perform work associated with this Price Agreement. A Price Agreement award is without assurance of quantity or dollar amount of work to be performed. Failure to respond to the Using Agency's requests may be grounds for termination of this Price Agreement.

For questions, contact Michael Saavedra, State Purchasing Division, at (505) 827-0610.

**Scope of Work:**

Contractors will be contacted on an as needed basis to perform work associated with this Price Agreement. Contractors shall provide their cost for performing all the work called for in the Using Agency's scope of work for the project. Projects may be of short or long term duration, throughout the state in the designated Zones.

Contractors shall have the technical staff to perform diagnostic services; provide design services as needed; and to provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits. The Contractor is responsible for obtaining all required licenses, fees and permits required by government agencies to perform the work.

Contractors shall be "licensed Contractors" capable of providing all coordination, supervision and services required for comprehensive general building construction, renovations, upgrade and improvement projects and to provide new construction services including incidental design. The scope of an individual project may include equipment, fixtures and furniture whether attached or not to the building. It can include site and utility work including landscaping and parking lot/ minor road/ minor bridge work. The utility work can include building power systems such as solar panels, geothermal systems, water sourcing systems, water treatment and waste disposal/treatment systems. It may also include demolition and abatement projects. Identification and abatement of asbestos containing materials (ACM) may be performed under separate contracts. It can also include security and other low voltage installations with related controls and equipment.

Contractors shall provide all materials, labor, equipment and tools required to successfully complete the work requested. The Contractors shall be capable of providing a work force with supervision, adequate to perform work for a forty (40) hour work week during normal working hours with the option of working non normal or overtime hours if required.

Replacement systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards, if possible.

Subcontracting of work is allowed and shall be prior approved by the Using Agency. Subcontractors shall have the appropriate current and valid Contractor's licenses for their work.

Furnishing of submittal data for any/all new equipment and materials as well as O&M's when either/or are required, and deemed necessary for the facility is required. Training of site personnel for the proper operation of newly installed equipment/ systems and its related controls will be performed and required for completion. This training must be acceptable to the person in charge of the facility.

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Replacement mechanical/electrical/plumbing systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractor's work, to other areas, the contractor will be held responsible for repairing any damage done by his employees, subcontractors and vendors.

The Contractor shall, at his own cost, restore any damage to existing, adjacent finishes damaged as a result of performing its work and to make new work inconspicuous with the existing, adjacent finishes.

The Contractor shall provide all clean-up for its operations and control of all construction debris. All work areas shall be maintained in a neat and workmanlike manner. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The Using Agency's trash container for the building shall not be used for disposal of any construction debris.

All work shall be according to current applicable State and National codes. All work shall be in strict compliance with the national and state building mechanical, plumbing, fire and electrical codes including SMACNA, and ASHRAE standards.

Safety shall be of main concern and enforced by the contractor on site and will be periodically inspected by the State's qualified safety personnel. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The on-site Superintendent shall have a minimum OSHA 10 and preferably OSHA 30 card with him at all times when on the jobsite. The Using Agency shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safe guards, safety devices and protective equipment; take any actions necessary to protect the life and health of employees on the job; the safety of the public; and to protect the property of the Using Agency in connection with the performance of the work covered by this Price Agreement. Any work involving disconnect or switching of electrical service to a work area shall utilize LOCKOUT/TAGOUT identification practices.

All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Price Agreement. Journeymen level personnel shall have the ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

Contractor's price shall include all labor costs, tools, equipment, materials, permits, overhead, profit, insurance and any other fees necessary to perform the work called for in the Using Agency's scope of work and drawings for this project. Any equipment required to have licensed operators shall be the responsibility of the contractor before any equipment is turned on at the jobsite.

The bid price for this ITB shall not include New Mexico gross receipts tax or local option tax (es). Such tax or taxes shall be added by the Contractor to its quote (line item on schedule of values) at the current tax rate at the project's location. As a separate item, the Using Agency shall ensure the appropriate gross receipts tax is added to the Contractor's project proposal and that it is encumbered in the Purchase Order. The prices quoted for each project represent the total compensation to be paid by the Using Agency for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

The Contractor shall provide all the services needed and called for in the Using Agency's scope of work, in addition to the requirements set forth in this Price Agreement.

**Request for Quote (RFQ):**

Each project under this Price Agreement will be individually described in a "Request for Quote (RFQ)". The RFQ will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the

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space can be occupied or the Work used/operated and is turned over to the User Agency. Final completion is the date when the project is totally complete, the punchlist work complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Statewide Price Agreement will apply to all Purchase Orders which result from the accepted response to the RFQ. Any change orders to the project scope will require an additional RFQ with backup materials and labor costs.

All subcontractor quotes shall be broken down by labor and materials costs and the Contractor shall be allowed a maximum of eight percent (8%) markup for its administrative costs. Overall markup for General Conditions which includes project management, home office overhead, and other off site expenses will be limited to a maximum of ten percent (10%). Direct site expenses/overhead such as temporary toilets, fencing, scaffolding, equipment rental, dumpsters and other preapproved expenses will be allowed on a project by project basis.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the requesting Using Agency to not interfere with the daily operations of the Agency or to jeopardize the health, safety or welfare of the employees or general public conducting business with the Using Agency.

The Using Agency reserves the right to purchase materials directly from existing Statewide Price Agreements and other sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

The Using Agency reserves the right to procure specialty services directly from its other Statewide Price Agreements and other sources to the awarded Contractor. Specialty services provided from other Statewide Price Agreements and other sources shall be coordinated by the Contractor.

The Using Agency reserves the right to obtain quotes from multiple vendors covered under this Statewide Price Agreement and award a project to a contractor based on the quotes.

When a service is needed, the Using Agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.

If any equipment or building system cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information the need for replacement. If replacement is recommended, the Contractor will provide written justification for system and/or the model, size and type of unit recommended along with any applicable efficiency data. The Using Agency's standards will be discussed and taken into consideration when proposing replacement units or systems.

The Contractor shall visit the site and compare the Using Agency's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Price Agreement.

The Contractor will be required to provide a written quote, to include the work to be performed and the amount of time required for the completion of the project and submit to the Using Agency at no cost to the Using Agency.

Prior to commencement of any work performed the Using Agency will issue a notice to proceed for the work upon receipt of a purchase order, based on the prices set forth by Contractor's quote. The work on any project to be performed under this Contract shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed". On smaller projects, an email will suffice.

The Contractor shall begin the work based on the priority identified by the Using Agency. Any delay beyond the stated completion date shall be upon agreement by the Using Agency and the Contractor.

Where work is to be conducted in a state or local correctional or secured facility, security clearances and background checks that may be required by the facility for the Contractor and its employees must be obtained prior to



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commencement of any work at that facility. The Using Agency reserves the right to deny any employee of the Contractor, access to the facility should the employee be in violation of any criteria required for the security clearance.

The User Agency reserves the right to provide an escort and/or full time supervision of the Contractor and its employees during any or all phases of a project, should the Using Agency feel it is in its best interest to provide these extraordinary security services.

The Using Agency reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may immediately cancel this Price Agreement. Any employee of the Contractor found in violation of any law, while on the User Agency's property, will be prosecuted.

**Using Agency's obligations:**

- Shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.
- Allow the Contractor limited use of on-site utilities for projects at an existing building.
- Shall provide periodic or random inspections of its projects. Using Agencies shall be responsible for providing its inspections, the taking of any progress photographs of the work and preparation of field observation reports.
- Conduct weekly on-site meetings with the Contractor, or on an as-needed basis, to insure compliance with the scope of work for the project; provide assistance and guidance; to resolve problems arising during the project; and to ensure quality of work and materials being incorporated into the project.
- Process requests for payment within twenty-one (21) days of time/date stamped receipt of proper invoice and/or G702 & G703 Schedule of Values, Application and Certificate for Payment, when more than a single invoice applies to the contracted amount.
- If applicable, procure independent special inspections, commissioning, structural, soils testing with geotechnical reports and/or topographical survey.

**OTHER CONSTRUCTION RELATED TERMS AND CONDITIONS:**

**Time Considerations:**

The work on any project to be performed under this Agreement shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed". On smaller projects an email will suffice. The date of Substantial Completion shall be described in the RFQ. The date can be extended by the Using Agency by valid written Change Order.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work on the project within the time specified in the RFQ, the Contractor agrees, in partial consideration for the award of the Purchase Order, to pay to the Using Agency the amount of dollars named in the RFQ per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Purchase Order under this Price Agreement.

**Change Orders (CO) by Purchase Order:**

The need for any modifications, for additional work or for credit for work not performed, shall be accomplished and approved in advance by the contracting officer of the Using Agency by issuing a Change Order.

The RFQ may be amended by mutual agreement of the Using Agency and the Contractor upon written notice by either party to the other. Changes in the Work may be accomplished after execution of another Purchase Order without invalidating the original or all previous Purchase Orders. Any material change in the Work or Time requires a Change Order that has been finalized by agreement by the Using Agency and based on final accepted proposal from the Contractor. The only time that a superintendent's labor costs can be added to a Change Order are if there is a resultant time extension involved as supported by the effect to the critical path of the project work. This is based on the assumption that the superintendent is onsite for the project duration.

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If the Agencies propose to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the notice, have the option to terminate the Project or to agree to the reduced funding.

Mediation:

Any controversy or claim arising between the parties shall be settled by mediation if the parties cannot reach a mutually agreeable solution. The parties shall endeavor to resolve their disagreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA §13-4C-1 et seq.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of **sixty (60) days** from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

Inspection of Work:

If a Purchase Order is issued for the purchase of services, the following terms shall apply when applicable:

- A. The Contractor shall provide and maintain an inspection system acceptable to the Using Agency covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Using Agency or other party to the Purchase Order during the term of performance of the Work and for as long thereafter as required.
- B. The Using Agency has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. The Using Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- C. If the Using Agency performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- D. If any part of the services do not conform with the requirements, the Using Agency may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, the Using Agency may:
  - (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and
  - (2) reduce the Purchase Order price to reflect the reduced value of the services performed.
- E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements, the Using Agency may:
  - (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Using Agency that is directly related to the performance of such service; or
  - (2) cancel the Purchase Order for default.
- F. Services include services performed, workmanship, and material furnished or utilized in the performance of services.

**THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE USING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/PRICE AGREEMENT.**

Suspension, Delay or Interruption of Work:

The Using Agency may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the Using Agency may determine. The Purchase Order sum and time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the Purchase Order sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Purchase Order remedy. Any change in Total Compensation must be reflected in another Purchase Order executed.

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Time Extension Costs:

Agreed Compensation for Overhead "General Conditions" for Changes to Time for Completion or Contract Completion Date for Changes to the Work: If the change in the Work also changes the Time for Completion or the Agreement Completion Date by adding days to complete the Work, an itemized accounting of the following General Conditions costs for direct Site overhead set forth in the subparagraph below may be considered as allowable costs for compensation. Home office overhead and other indirect overhead expenses are to be considered included in the allowable markups and not added into the General Conditions expenses.

Direct Site Overhead Expenses:

The Contractor's per diem expenses, as shown by the itemized accounting, for the following allowable, applicable, direct Site overhead expenses: The Site superintendent's pro-rata salary, temporary Site office trailer, temporary fencing, building utility costs, security, temporary storage and temporary Site utilities including basic telephone service, electricity, heat, water, and sanitary / toilet facilities, etc. for each day added.

If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement Price beyond the deadlines or due to the Contractor's refusal to proceed with any of the approved Work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Contract Price.

Clean Up and Storage:

- A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. Using Agency's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. Contractor shall be responsible for the provision and maintenance of portable toilets.
- B. The Contractor on a daily basis shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall then thoroughly clean the premises and the site to the Using Agency's satisfaction.
- C. Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.
- D. Storage of materials and construction equipment shall be coordinated with the Using Agency.

Permits and Fees:

- A. IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.
- B. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.
- C. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to the Using Agency upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. Contractor shall deliver a photocopy of the Building Permit to the Design Professional and Using Agency as soon as it is obtained.

Schedule, Progress Meetings and Reports:

- A. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the Using Agency's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a

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GANTT type schedule and shall not exceed time limits allowed by the RFQ or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.

- B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Using Agency.
- C. Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three week look-ahead schedule should be presented at every project meeting. A new schedule shall be presented with any change orders.
- D. The Contractor shall prepare a Daily Report each day that Contractor, Subcontractors or any other entity are on the Project. The Daily Reports shall be maintained at the site and be well organized. The Using Agency may request copies at any time. The reports may include:
  - 1. report date and who prepared the report;
  - 2. weather conditions - low temp, high temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
  - 3. companies present by name and their number of workers, work location, total man hours that day for each company;
  - 4. equipment - type, source, units of work done, location of work, hour meter reading;
  - 5. material brought to site - description, units, quantity, quality, location, time;
  - 6. visitors to site - name, company, time;
  - 7. safety concerns - company, contact, noticed by, work activity, safety issue, requirement, outcome; and,
  - 8. quality assurance and control - company, description of issue, specification section, issued by.

Close-out Requirements:

The Contractor shall submit to the Using Agency a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements. The punch list of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:

- a. Work associated with Punch List(s);
- b. testing, balance or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;
- c. one hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to Using Agency;
- d. as-Built drawings delivered in AutoCAD or electronic format;
- e. written certification signed by Using Agency of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the Using Agency;
- f. delivery of all warranties required by the Work;
- g. all keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
- h. completed Operations Liability insurance policy certificate, if applicable;
- i. training of staff on all applicable building systems;
- j. all Storm Water Pollution Prevention Permits (SWPPP) have been updated or closed;
- k. utility transfer to User/Using Agency;
- l. Operations and Maintenance Manuals;
- m. a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

Warranty:

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The Contractor shall warrant its work, for materials and for workmanship furnished and performed under this Price Agreement for a period of one (1) year minimum from the date of acceptance or Substantial Completion. The Contractor shall warrant its work for repairs or restoration of existing systems, appliances and work for ninety (90) days from the date of acceptance or Substantial Completion. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied.

**Payment Provisions:**

Generally payments are made on a thirty (30) day billing cycle. Payment for projects of less than thirty (30) day duration shall be paid upon the Using Agency's acceptance of the work.

All payments under this Agreement are subject to the following provisions:

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the Agency shall determine if the Construction Work provided meets specifications. No payment shall be made for any work until the Work has been accepted in writing by the Using Agency. Unless otherwise agreed upon between the Using Agency and the Contractor, within fifteen (15) days from the date the Using Agency receives written notice from the Contractor that payment is requested for work, the Using Agency shall issue a written certification of complete or partial acceptance or rejection of the Work. Unless the Using Agency gives notice of rejection within the specified time period, the Work will be deemed to have been accepted.
- B. Payment of Invoice - Upon acceptance that the Work has been received and accepted, payment shall be tendered to the Contractor within twenty one (21) days after the date of acceptance of an undisputed invoice.
- C. The Contractor, before final payment of the amount due under this Contract, shall provide requested Close-out documents including any release of liens.

**BID INFORMATION:**

Hourly rates are requested for the three (3) levels of personnel. **All items for pricing must be filled in.** If one of the personnel listed is not relevant to your company, fill in a rate for a comparable employee that is on staff or could be on staff at a future time. For example, if the Superintendent also functions as the Journeyman or Experienced worker or vice versa, enter his rate for both items. Any blank items will cause a possible rejection of the bid for non-compliance.

**Superintendent:** a person with supervisory experience who maintains control of the work and work site. This person may or may not actually perform work on the project.

**Journeyman or Experienced Worker:** a person licensed by the State of New Mexico as a journeyman in the specialized field of work required and being performed or a person with many years of experience with a high rate of pay.

**Laborer:** a person with minimal experience, performing minor forms of labor.

**Materials and Parts:**

Contractor shall submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts. If there is no discount to be offered, enter zero. Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to the Using Agency for which the work was provided.

The State of New Mexico requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification will be permitted.

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**Mileage and Per Diem:** The work to be performed may be throughout the state based on the Zones. The Contractor's cost to perform the work may include any applicable per diem. Enter an amount even if it appears that none will be needed.

Contractors will be allowed travel time and mileage one way from vendor's place of business to jobsite in excess of fifty (50) miles. Mileage will be based on mapquest.com. The full round trip mileage will be calculated and then 100 miles will be subtracted in order to compute the allowable daily trip mileage for each project.

**Hours Worked**

**Regular Hours:** Monday through Friday and 8 am through 5 pm.

**After Hours:** All hours not within the days and times listed for "Regular Hours".

**The State of New Mexico reserves the right to award this Price Agreement to multiple vendors.**

Bids for these services are requested on a statewide basis. Separate awards for each or combinations of zones may be utilized. Vendors are encouraged to bid only in the zones where the bidder may adequately perform the service in an efficient manner. The State anticipates awards to Contractors in 6 zones. Each zone will be evaluated separately. A Contractor may bid on multiple zones. The intent in the bid tabulation is to add up all of the items in order to determine the low bidder. However, the State reserves the right to use any combination that is in the best interest of the State.

Zone ONE: San Juan, McKinley counties

Zone TWO: Colfax, Harding, Los Alamos, Mora, Rio Arriba, Santa Fe, San Miguel, Taos and Union counties.

Zone THREE: Bernalillo, Catron, Cibola, Sandoval, Socorro, Torrance and Valencia counties.

Zone FOUR: Dona Ana, Grant, Hidalgo, Lincoln, Luna, Otero, and Sierra counties.

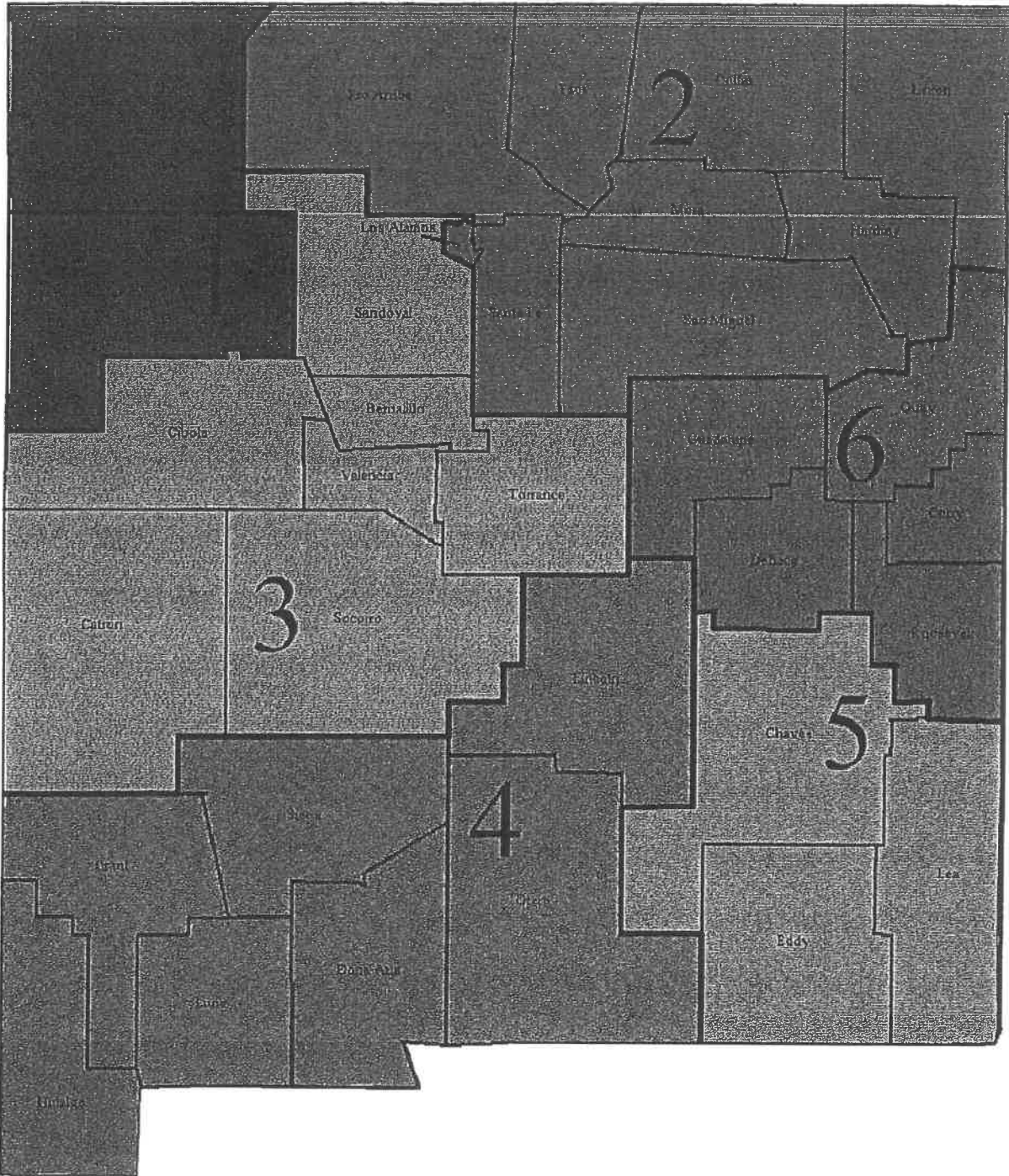
Zone FIVE: Chavez, Eddy, Lea counties

Zone SIX: Curry, De Baca, Guadalupe, Quay, Roosevelt counties

If the Contractor is bidding on multiple zones, it shall indicate applicable prices per zone where the work would be performed. See attached work zone map to determine zones bidding.

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Projects UNDER Sixty Thousand (\$60,000.00)						
Item	Approx. Qty.	Unit	Article and Description			
001	1	Hr.	Superintendent, regular hours			
Unit Price						
Vendor	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
(AB)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(AC)	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00
(AD)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(AE)	\$74.50			\$74.50	\$74.50	\$74.50
(AF)	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00
(AG)		\$63.25				
(AH)	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00
(AI)			\$77.30	\$62.52	\$77.30	\$78.30
(AJ)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(AK)	\$78.00	\$68.00			\$88.00	\$88.00
(AL)		\$55.63	\$55.63	\$55.63	\$55.63	
(AM)	\$67.00	\$67.00	\$67.00	\$67.00	\$67.00	\$67.00
(AN)	\$76.13	\$76.13	\$73.96	\$78.30	\$78.30	\$76.13
(AO)		\$51.72	\$51.72	\$51.72		\$51.72
(AP)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
(AQ)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
(AR)	\$89.63	\$89.63	\$89.63	\$89.63	\$89.63	\$89.63
(AS)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
(AT)	\$63.49	\$63.49	\$61.50	\$57.54	\$61.50	\$63.49
(AU)		\$68.00	\$68.00			
(AV)	\$62.87	\$60.70	\$58.54	\$62.87	\$65.04	\$60.70
(AW)	\$53.00	\$53.00	\$53.00	\$53.00	\$53.00	\$53.00
(AX)	\$43.56	\$43.56	\$43.56	\$43.56	\$43.56	\$43.56
(AY)	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00
(AZ)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(BA)	\$61.00	\$61.00	\$61.00	\$61.00	\$61.00	\$61.00
(BB)		\$31.05	\$31.05			
(BC)	\$85.00			\$85.00	\$85.00	\$85.00
(BD)	\$67.97	\$67.97	\$64.26	\$71.67	\$75.40	\$67.97
(BE)			\$61.25	\$51.75	\$56.50	
(BF)	\$69.00	\$69.00	\$65.00	\$69.00	\$75.00	\$69.00
(BG)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
(BH)	\$58.00	\$58.00	\$58.00	\$58.00	\$58.00	\$58.00
(BI)	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00
(BJ)				\$98.80		
(BK)	\$57.03	\$57.03	\$57.03			\$57.03
(BL)	\$65.76	\$65.76	\$65.76	\$65.76	\$65.76	\$65.76
(BM)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(BN)	\$90.00				\$80.00	
(BO)	\$53.55	\$53.55	\$53.55	\$53.55		\$53.55
(BP)	\$97.00				\$82.00	\$72.00



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Projects UNDER Sixty Thousand (\$60,000.00)						
Item	Approx. Qty.	Unit	Article and Description			
002	1	Hr.	Superintendent, after hours			
Unit Price						
Vendor	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(AB)	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
(AC)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
(AD)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(AE)	\$110.75			\$110.75	\$110.75	\$110.75
(AF)	\$81.00	\$81.00	\$81.00	\$81.00	\$81.00	\$81.00
(AG)		\$94.88				
(AH)	\$157.50	\$157.50	\$157.50	\$157.50	\$157.50	\$157.50
(AI)			\$108.57	\$93.79	\$108.57	\$109.57
(AJ)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(AK)	\$117.00	\$102.00			\$132.00	\$132.00
(AL)		\$55.63	\$55.63	\$55.63	\$55.63	
(AM)	\$67.00	\$67.00	\$67.00	\$67.00	\$67.00	\$67.00
(AN)	\$114.20	\$114.20	\$110.94	\$117.45	\$117.45	\$114.20
(AO)		\$77.58	\$77.58	\$77.58		\$77.58
(AP)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(AQ)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(AR)	\$89.63	\$89.63	\$89.63	\$89.63	\$89.63	\$89.63
(AS)	\$112.50	\$112.50	\$112.50	\$112.50	\$112.50	\$112.50
(AT)	\$95.20	\$95.20	\$92.26	\$86.30	\$92.26	\$95.23
(AU)		\$72.00	\$72.00			
(AV)	\$84.48	\$81.57	\$78.66	\$84.48	\$87.39	\$81.57
(AW)	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00
(AX)	\$43.56	\$43.56	\$43.56	\$43.56	\$43.56	\$43.56
(AY)	\$78.00	\$78.00	\$78.00	\$78.00	\$78.00	\$78.00
(AZ)	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00
(BA)	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00
(BB)		\$46.58	\$46.58			
(BC)	\$105.00			\$105.00	\$105.00	\$105.00
(BD)	\$70.97	\$70.97	\$67.26	\$74.67	\$78.40	\$70.97
(BE)			\$91.88	\$77.63	\$84.75	
(BF)	\$103.50	\$103.50	\$97.50	\$103.50	\$112.50	\$103.50
(BG)	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
(BH)	\$63.00	\$63.00	\$63.00	\$63.00	\$63.00	\$63.00
(BI)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
(BJ)				\$98.80		
(BK)	\$57.03	\$57.03	\$57.03			\$57.03
(BL)	\$65.76	\$65.76	\$65.76	\$65.76	\$65.76	\$65.76
(BM)	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
(BN)	\$190.00				\$125.00	
(BO)	\$80.32	\$80.32	\$80.32	\$80.32		\$80.32
(BP)	\$144.00				\$120.00	\$105.00

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 90-000-19-00057

Projects UNDER Sixty Thousand (\$60,000.00)						
Item	Approx. Qty.	Unit	Article and Description			
003	1	Hr.	Journeyman or Experienced Worker, regular hours worked			
Unit Price						
Vendor	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(AB)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
(AC)	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
(AD)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
(AE)	\$86.00			\$86.00	\$86.00	\$86.00
(AF)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(AG)		\$63.25				
(AH)	\$55.00	\$55.00	\$55.00	\$55.00	\$65.00	\$55.00
(AI)			\$48.26	\$47.26	\$47.26	\$48.26
(AJ)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(AK)	\$74.00	\$64.00			\$84.00	\$84.00
(AL)		\$46.55	\$46.55	\$46.55	\$46.55	
(AM)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(AN)	\$73.50	\$73.50	\$71.40	\$75.60	\$75.60	\$73.50
(AO)		\$48.53	\$48.53	\$48.53		\$48.53
(AP)	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
(AQ)	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
(AR)	\$41.85	\$41.85	\$41.85	\$41.85	\$41.85	\$41.85
(AS)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(AT)	\$36.43	\$36.43	\$35.30	\$33.02	\$35.30	\$36.43
(AU)		\$48.00	\$48.00			
(AV)	\$58.89	\$56.93	\$54.96	\$58.89	\$60.85	\$56.93
(AW)	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00
(AX)	\$36.30	\$36.30	\$36.30	\$36.30	\$36.30	\$36.30
(AY)	\$56.00	\$56.00	\$56.00	\$56.00	\$56.00	\$56.00
(AZ)	\$60.25	\$60.25	\$60.25	\$60.25	\$60.25	\$60.25
(BA)	\$57.00	\$57.00	\$57.00	\$57.00	\$57.00	\$57.00
(BB)		\$25.18	\$25.18			
(BC)	\$75.00			\$75.00	\$75.00	\$75.00
(BD)	\$54.88	\$54.88	\$51.79	\$57.97	\$61.06	\$54.88
(BE)			\$42.00	\$34.50	\$39.25	
(BF)	\$64.00	\$64.00	\$61.00	\$64.00	\$69.00	\$64.00
(BG)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(BH)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(BI)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(BJ)				\$90.00		
(BK)	\$45.35	\$45.35	\$45.35			\$45.35
(BL)	\$57.54	\$57.54	\$57.54	\$57.54	\$57.54	\$57.54
(BM)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(BN)	\$80.00				\$70.00	
(BO)	\$51.25	\$51.25	\$51.25	\$51.25		\$51.25
(BP)	\$86.00				\$73.00	\$65.00

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 90-000-19-00057

Projects UNDER Sixty Thousand (\$60,000.00)						
Item	Approx. Qty.	Unit	Article and Description			
004	1	Hr.	Journeyman or Experienced Worker, after hours worked			
			Unit Price			
Vendor	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
(AB)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
(AC)	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00
(AD)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
(AE)	\$122.00			\$122.00	\$122.00	\$122.00
(AF)	\$81.00	\$81.00	\$81.00	\$81.00	\$81.00	\$81.00
(AG)		\$94.88				
(AH)	\$82.50	\$82.50	\$82.50	\$82.50	\$97.50	\$82.50
(AI)			\$64.50	\$63.50	\$63.50	\$64.50
(AJ)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(AK)	\$111.00	\$96.00			\$126.00	\$126.00
(AL)		\$46.55	\$46.55	\$46.55	\$46.55	
(AM)	\$67.00	\$67.00	\$67.00	\$67.00	\$67.00	\$67.00
(AN)	\$110.25	\$110.25	\$107.20	\$113.40	\$113.40	\$110.25
(AO)		\$72.80	\$72.80	\$72.80		\$72.80
(AP)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
(AQ)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
(AR)	\$60.92	\$60.92	\$60.92	\$60.92	\$60.92	\$60.92
(AS)	\$97.50	\$97.50	\$97.50	\$97.50	\$97.50	\$97.50
(AT)	\$54.65	\$54.65	\$52.94	\$49.53	\$52.94	\$54.65
(AU)		\$52.00	\$52.00			
(AV)	\$75.72	\$73.11	\$70.50	\$75.72	\$78.33	\$73.11
(AW)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(AX)	\$54.45	\$54.45	\$54.45	\$54.45	\$54.45	\$54.45
(AY)	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00
(AZ)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
(BA)	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00
(BB)		\$37.78	\$37.78			
(BC)	\$95.00			\$95.00	\$95.00	\$95.00
(BD)	\$57.88	\$57.88	\$54.79	\$60.97	\$64.06	\$57.88
(BE)			\$63.00	\$51.75	\$58.88	
(BF)	\$96.00	\$96.00	\$91.50	\$96.00	\$103.50	\$96.00
(BG)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(BH)	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
(BI)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(BJ)				\$110.00		
(BK)	\$64.33	\$64.33	\$64.33			\$64.33
(BL)	\$86.31	\$86.31	\$86.31	\$86.31	\$86.31	\$86.31
(BM)	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
(BN)	\$180.00				\$115.00	
(BO)	\$76.88	\$76.88	\$76.88	\$76.88		\$76.88
(BP)	\$125.00				\$110.00	\$97.00

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 90-000-19-00057

Projects UNDER Sixty Thousand (\$60,000.00)						
Item	Approx. Qty.	Unit	Article and Description			
005	1	Hr.	Laborer, regular hours worked			
Unit Price						
Vendor	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
(AB)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(AC)	\$44.00	\$44.00	\$44.00	\$44.00	\$44.00	\$44.00
(AD)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
(AE)	\$42.06			\$42.06	\$42.06	\$42.06
(AF)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
(AG)		\$32.00				
(AH)	\$39.00	\$39.00	\$39.00	\$39.00	\$49.00	\$39.00
(AI)			\$35.27	\$34.27	\$34.27	\$35.27
(AJ)	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
(AK)	\$72.00	\$62.00			\$82.00	\$82.00
(AL)		\$29.56	\$29.56	\$29.56	\$29.56	
(AM)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
(AN)	\$52.50	\$52.50	\$51.00	\$54.00	\$54.00	\$52.50
(AO)		\$33.81	\$33.81	\$33.81		\$33.81
(AP)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
(AQ)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
(AR)	\$38.94	\$38.94	\$38.94	\$38.94	\$38.94	\$38.94
(AS)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(AT)	\$30.92	\$30.92	\$29.95	\$28.02	\$29.95	\$30.92
(AU)		\$26.00	\$26.00			
(AV)	\$43.79	\$42.28	\$40.77	\$43.79	\$45.30	\$42.28
(AW)	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00
(AX)	\$26.70	\$26.70	\$26.70	\$26.70	\$26.70	\$26.70
(AY)	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00
(AZ)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
(BA)	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00
(BB)		\$22.43	\$22.43			
(BC)	\$65.00			\$65.00	\$65.00	\$65.00
(BD)	\$43.10	\$43.10	\$40.91	\$45.40	\$47.68	\$43.10
(BE)			\$33.75	\$24.75	\$29.50	
(BF)	\$42.00	\$42.00	\$40.00	\$42.00	\$47.00	\$42.00
(BG)	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
(BH)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
(BI)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
(BJ)				\$77.63		
(BK)	\$33.67	\$33.67	\$33.67			\$33.67
(BL)	\$26.45	\$26.45	\$26.45	\$26.45	\$26.45	\$26.45
(BM)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
(BN)	\$60.00				\$50.00	
(BO)	\$34.41	\$34.41	\$34.41	\$34.41		\$34.41
(BP)	\$64.00				\$55.00	\$48.00

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 90-000-19-00057

Projects UNDER Sixty Thousand (\$60,000.00)						
Item	Approx. Qty.	Unit	Article and Description			
006	1	Hr.	Laborer, after hours worked			
Unit Price						
Vendor	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(AB)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
(AC)	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
(AD)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
(AE)	\$52.02			\$52.02	\$52.02	\$52.02
(AF)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(AG)		\$48.01				
(AH)	\$58.50	\$58.50	\$58.50	\$58.50	\$73.50	\$58.50
(AI)			\$45.01	\$44.01	\$44.01	\$45.01
(AJ)	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
(AK)	\$108.00	\$93.00			\$123.00	\$123.00
(AL)		\$29.56	\$29.56	\$29.56	\$29.56	
(AM)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
(AN)	\$78.75	\$78.75	\$76.50	\$81.00	\$81.00	\$78.75
(AO)		\$50.72	\$50.72	\$50.72		\$50.72
(AP)	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
(AQ)	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
(AR)	\$56.88	\$56.88	\$56.88	\$56.88	\$56.88	\$56.88
(AS)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
(AT)	\$46.37	\$46.37	\$44.92	\$42.02	\$44.92	\$46.37
(AU)		\$28.00	\$28.00			
(AV)	\$59.80	\$57.74	\$55.67	\$59.80	\$61.86	\$57.74
(AW)	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00
(AX)	\$40.05	\$40.05	\$40.05	\$40.05	\$40.05	\$40.05
(AY)	\$53.00	\$53.00	\$53.00	\$53.00	\$53.00	\$53.00
(AZ)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(BA)	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00
(BB)		\$33.63	\$33.63			
(BC)	\$85.00			\$85.00	\$85.00	\$85.00
(BD)	\$51.10	\$51.10	\$48.91	\$53.40	\$55.68	\$51.10
(BE)			\$50.63	\$37.13	\$44.25	
(BF)	\$63.00	\$63.00	\$60.00	\$63.00	\$70.50	\$63.00
(BG)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(BH)	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00
(BI)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(BJ)				\$77.63		
(BK)	\$46.81	\$46.81	\$46.81			\$46.81
(BL)	\$39.68	\$39.68	\$39.68	\$39.68	\$39.68	\$39.68
(BM)	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
(BN)	\$160.00				\$100.00	
(BO)	\$51.62	\$51.62	\$51.62	\$51.62	\$51.62	\$51.62
(BP)	\$96.00				\$82.00	\$74.00

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 90-000-19-00057

Projects OVER Sixty Thousand (\$60,000.00)						
Item	Approx. Qty.	Unit	Article and Description			
007	1	Hr.	Superintendent, regular hours worked			
			Unit Price			
Vendor	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00
(AB)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(AC)	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00
(AD)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(AE)	\$98.80			\$98.80	\$98.80	\$98.80
(AF)	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00
(AG)		\$63.25				
(AH)	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00
(AI)			\$77.30	\$62.52	\$77.30	\$78.30
(AJ)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(AK)	\$78.00	\$68.00			\$88.00	\$88.00
(AL)		\$55.63	\$55.63	\$55.63	\$55.63	
(AM)	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00
(AN)	\$72.97	\$72.97	\$70.89	\$75.04	\$75.04	\$72.97
(AO)		\$51.72	\$51.72	\$51.72		\$51.72
(AP)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
(AQ)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
(AR)	\$89.63	\$89.63	\$89.63	\$89.63	\$89.63	\$89.63
(AS)	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
(AT)	\$63.49	\$63.49	\$61.51	\$57.54	\$61.51	\$63.49
(AU)		\$72.00	\$72.00			
(AV)	\$60.70	\$58.54	\$56.37	\$60.70	\$62.87	\$58.54
(AW)	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
(AX)	\$43.56	\$43.56	\$43.56	\$43.56	\$43.56	\$43.56
(AY)	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00
(AZ)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(BA)	\$61.00	\$61.00	\$61.00	\$61.00	\$61.00	\$61.00
(BB)		\$55.48	\$55.48			
(BC)	\$105.00			\$105.00	\$105.00	\$105.00
(BD)	\$77.97	\$77.97	\$74.26	\$81.67	\$85.40	\$77.97
(BE)			\$71.50	\$60.75	\$65.25	
(BF)	\$69.00	\$69.00	\$65.00	\$69.00	\$75.00	\$69.00
(BG)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
(BH)	\$61.00	\$61.00	\$61.00	\$61.00	\$61.00	\$61.00
(BI)	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00
(BJ)				\$98.80		
(BK)	\$65.79	\$65.79	\$65.79			\$65.79
(BL)	\$65.76	\$65.76	\$65.76	\$65.76	\$65.76	\$65.76
(BM)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(BN)	\$90.00				\$80.00	
(BO)	\$53.55	\$53.55	\$53.55	\$53.55	\$53.55	\$53.55
(BP)	\$110.00				\$93.00	\$88.00



State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 90-000-19-00057

Projects OVER Sixty Thousand (\$60,000.00)						
Item	Approx. Qty.	Unit	Article and Description			
008	1	Hr.	Superintendent, after hours worked			
Unit Price						
Vendor	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
(AB)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
(AC)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
(AD)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(AE)	\$136.60			\$136.60	\$136.60	\$136.60
(AF)	\$81.00	\$81.00	\$81.00	\$81.00	\$81.00	\$81.00
(AG)		\$94.88				
(AH)	\$157.50	\$157.50	\$157.50	\$157.50	\$157.50	\$157.50
(AI)			\$108.57	\$93.79	\$108.57	\$109.57
(AJ)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(AK)	\$117.00	\$102.00			\$132.00	\$132.00
(AL)		\$55.63	\$55.63	\$55.63	\$55.63	
(AM)	\$92.00	\$92.00	\$92.00	\$92.00	\$92.00	\$92.00
(AN)	\$109.46	\$109.46	\$106.34	\$112.56	\$112.56	\$109.46
(AO)		\$77.58	\$77.58	\$77.58		\$77.58
(AP)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(AQ)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(AR)	\$89.63	\$89.63	\$89.63	\$89.63	\$89.63	\$89.63
(AS)	\$135.00	\$135.00	\$135.00	\$135.00	\$135.00	\$135.00
(AT)	\$95.24	\$95.24	\$92.25	\$86.31	\$92.26	\$95.23
(AU)		\$75.00	\$75.00			
(AV)	\$81.57	\$78.66	\$75.74	\$81.57	\$84.48	\$78.66
(AW)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(AX)	\$43.56	\$43.56	\$43.56	\$43.56	\$43.56	\$43.56
(AY)	\$78.00	\$78.00	\$78.00	\$78.00	\$78.00	\$78.00
(AZ)	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00
(BA)	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00
(BB)		\$83.21	\$83.21			
(BC)	\$125.00			\$125.00	\$125.00	\$125.00
(BD)	\$80.97	\$80.97	\$77.76	\$84.97	\$88.40	\$80.97
(BE)			\$107.25	\$91.13	\$97.88	
(BF)	\$103.50	\$103.50	\$97.50	\$103.50	\$112.50	\$103.50
(BG)	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
(BH)	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00
(BI)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
(BJ)				\$98.80		
(BK)	\$65.79	\$65.79	\$65.79			\$65.79
(BL)	\$65.76	\$65.76	\$65.76	\$65.76	\$65.76	\$65.76
(BM)	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
(BN)	\$190.00				\$125.00	
(BO)	\$80.32	\$80.32	\$80.32	\$80.32		\$80.32
(BP)	\$155.00				\$130.00	\$120.00

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 90-000-19-00057

Projects OVER Sixty Thousand (\$60,000.00)						
Item	Approx. Qty.	Unit	Article and Description			
009	1	Hr.	Journeyman or Experienced Worker, regular hours worked			
Unit Price						
Vendor	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
(AB)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
(AC)	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00	\$59.00
(AD)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(AE)	\$98.00			\$98.00	\$98.00	\$98.00
(AF)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(AG)		\$63.25				
(AH)	\$55.00	\$55.00	\$55.00	\$55.00	\$65.00	\$55.00
(AI)			\$72.62	\$71.62	\$72.62	\$72.62
(AJ)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(AK)	\$74.00	\$64.00			\$84.00	\$84.00
(AL)		\$47.87	\$47.87	\$47.87	\$47.87	
(AM)	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00
(AN)	\$70.44	\$70.44	\$68.43	\$72.45	\$72.45	\$70.44
(AO)		\$48.53	\$48.53	\$48.53		\$48.53
(AP)	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
(AQ)	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
(AR)	\$47.87	\$47.87	\$47.87	\$47.87	\$47.87	\$47.87
(AS)	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00
(AT)	\$54.02	\$54.02	\$52.33	\$48.95	\$52.33	\$54.02
(AU)		\$65.00	\$65.00			
(AV)	\$56.93	\$54.96	\$53.00	\$56.93	\$58.89	\$54.96
(AW)	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00
(AX)	\$36.30	\$36.30	\$36.30	\$36.30	\$36.30	\$36.30
(AY)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(AZ)	\$60.25	\$60.25	\$60.25	\$60.25	\$60.25	\$60.25
(BA)	\$57.00	\$57.00	\$57.00	\$57.00	\$57.00	\$57.00
(BB)		\$48.33	\$48.33			
(BC)	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
(BD)	\$64.88	\$64.88	\$61.79	\$67.97	\$71.06	\$64.88
(BE)			\$60.50	\$51.25	\$55.75	
(BF)	\$74.00	\$74.00	\$70.00	\$74.00	\$79.00	\$74.00
(BG)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
(BH)	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
(BI)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(BJ)				\$90.00		
(BK)	\$58.52	\$58.52	\$58.52			\$58.52
(BL)	\$57.54	\$57.54	\$57.54	\$57.54	\$57.54	\$57.54
(BM)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(BN)	\$80.00				\$70.00	
(BO)	\$51.25	\$51.25	\$51.25	\$51.25		\$51.25
(BP)	\$125.00				\$105.00	\$97.00



State of New Mexico  
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Projects OVER Sixty Thousand (\$60,000.00)						
Item	Approx. Qty.	Unit	Article and Description			
010	1	Hr.	Journeyman or Experienced Worker, after hours worked			
Unit Price						
Vendor	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00
(AB)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
(AC)	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
(AD)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(AE)	\$128.00			\$128.00	\$128.00	\$128.00
(AF)	\$81.00	\$81.00	\$81.00	\$81.00	\$81.00	\$81.00
(AG)		\$94.88				
(AH)	\$82.50	\$82.50	\$82.50	\$82.50	\$97.50	\$82.50
(AI)			\$100.04	\$98.54	\$100.04	\$101.04
(AJ)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(AK)	\$111.00	\$96.00			\$126.00	\$126.00
(AL)		\$71.81	\$71.81	\$71.81	\$71.81	
(AM)	\$96.00	\$96.00	\$96.00	\$96.00	\$96.00	\$96.00
(AN)	\$105.66	\$105.66	\$102.65	\$108.68	\$108.68	\$105.66
(AO)		\$72.80	\$72.80	\$72.80		\$72.80
(AP)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
(AQ)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
(AR)	\$67.83	\$67.83	\$67.83	\$67.83	\$67.83	\$67.83
(AS)	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00
(AT)	\$81.03	\$81.03	\$78.50	\$73.43	\$78.49	\$81.03
(AU)		\$68.00	\$68.00			
(AV)	\$73.11	\$70.50	\$67.89	\$73.11	\$75.72	\$70.50
(AW)	\$54.00	\$54.00	\$54.00	\$54.00	\$54.00	\$54.00
(AX)	\$54.45	\$54.45	\$54.45	\$54.45	\$54.45	\$54.45
(AY)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
(AZ)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
(BA)	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00
(BB)		\$72.50	\$72.50			
(BC)	\$115.00			\$115.00	\$115.00	\$115.00
(BD)	\$67.88	\$67.88	\$64.79	\$70.97	\$74.06	\$67.88
(BE)			\$90.75	\$76.88	\$83.63	
(BF)	\$110.00	\$110.00	\$105.00	\$110.00	\$115.00	\$110.00
(BG)	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
(BH)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
(BI)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(BJ)				\$110.00		
(BK)	\$76.10	\$76.10	\$76.10			\$76.10
(BL)	\$86.31	\$86.31	\$86.31	\$86.31	\$86.31	\$86.31
(BM)	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
(BN)	\$180.00				\$115.00	
(BO)	\$76.88	\$76.88	\$76.88	\$76.88		\$76.88
(BP)	\$165.00				\$150.00	\$145.00

State of New Mexico  
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Projects OVER Sixty Thousand (\$60,000.00)						
Item	Approx. Qty.	Unit	Article and Description			
011	1	Hr.	Laborer, regular hours worked			
Unit Price						
Vendor	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(AB)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(AC)	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00
(AD)	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
(AE)	\$48.00			\$48.00	\$48.00	\$48.00
(AF)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
(AG)		\$40.20				
(AH)	\$39.00	\$39.00	\$39.00	\$39.00	\$49.00	\$39.00
(AI)			\$47.03	\$41.23	\$47.03	\$48.03
(AJ)	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
(AK)	\$72.00	\$62.00			\$82.00	\$82.00
(AL)		\$32.39	\$32.39	\$32.39	\$32.39	
(AM)	\$56.00	\$56.00	\$56.00	\$56.00	\$56.00	\$56.00
(AN)	\$50.32	\$50.32	\$48.88	\$51.75	\$51.75	\$50.32
(AO)		\$33.81	\$33.81	\$33.81		\$33.81
(AP)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
(AQ)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
(AR)	\$38.83	\$38.83	\$38.83	\$38.83	\$38.83	\$38.83
(AS)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(AT)	\$39.33	\$39.33	\$38.10	\$35.65	\$38.10	\$39.33
(AU)		\$40.00	\$40.00			
(AV)	\$42.28	\$40.77	\$39.26	\$42.28	\$43.79	\$40.77
(AW)	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00
(AX)	\$26.70	\$26.70	\$26.70	\$26.70	\$26.70	\$26.70
(AY)	\$54.00	\$54.00	\$54.00	\$54.00	\$54.00	\$54.00
(AZ)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
(BA)	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00
(BB)		\$26.78	\$26.78			
(BC)	\$85.00			\$85.00	\$85.00	\$85.00
(BD)	\$48.10	\$48.10	\$45.91	\$50.40	\$52.68	\$48.10
(BE)			\$40.25	\$32.00	\$35.75	
(BF)	\$45.00	\$45.00	\$42.00	\$45.00	\$49.00	\$45.00
(BG)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(BH)	\$31.00	\$31.00	\$31.00	\$31.00	\$31.00	\$31.00
(BI)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
(BJ)				\$77.63		
(BK)	\$39.19	\$39.19	\$39.19			\$39.19
(BL)	\$26.45	\$26.45	\$26.45	\$26.45	\$26.45	\$26.45
(BM)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
(BN)	\$60.00				\$50.00	
(BO)	\$34.41	\$34.41	\$34.41	\$34.41		\$34.41
(BP)	\$80.00				\$68.00	\$62.00

State of New Mexico  
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Projects OVER Sixty Thousand (\$60,000.00)						
Item	Approx. Qty.	Unit	Article and Description			
012	1	Hr.	Laborer, after hours worked			
Unit Price						
Vendor	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(AB)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
(AC)	\$57.00	\$57.00	\$57.00	\$57.00	\$57.00	\$57.00
(AD)	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
(AE)	\$64.00			\$64.00	\$64.00	\$64.00
(AF)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(AG)		\$60.28				
(AH)	\$58.50	\$58.50	\$58.50	\$58.50	\$73.50	\$58.50
(AI)			\$63.16	\$61.86	\$63.16	\$64.16
(AJ)	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
(AK)	\$108.00	\$93.00			\$123.00	\$123.00
(AL)		\$32.39	\$32.39	\$32.39	\$32.39	
(AM)	\$86.00	\$86.00	\$86.00	\$86.00	\$86.00	\$86.00
(AN)	\$75.48	\$75.48	\$73.32	\$77.63	\$77.63	\$75.48
(AO)		\$50.72	\$50.72	\$50.72		\$50.72
(AP)	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
(AQ)	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
(AR)	\$55.35	\$55.35	\$55.35	\$55.35	\$55.35	\$55.35
(AS)	\$97.50	\$97.50	\$97.50	\$97.50	\$97.50	\$97.50
(AT)	\$59.00	\$59.00	\$57.15	\$53.46	\$57.15	\$59.00
(AU)		\$42.00	\$42.00			
(AV)	\$57.74	\$55.67	\$53.61	\$57.74	\$59.80	\$55.67
(AW)	\$38.00	\$38.00	\$38.00	\$38.00	\$38.00	\$38.00
(AX)	\$40.05	\$40.05	\$40.05	\$40.05	\$40.05	\$40.05
(AY)	\$56.00	\$56.00	\$56.00	\$56.00	\$56.00	\$56.00
(AZ)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(BA)	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00
(BB)		\$40.17	\$40.17			
(BC)	\$105.00			\$105.00	\$105.00	\$105.00
(BD)	\$51.10	\$51.10	\$48.91	\$53.40	\$55.68	\$51.10
(BE)			\$60.38	\$48.00	\$53.48	
(BF)	\$67.50	\$67.50	\$63.00	\$67.50	\$73.50	\$67.50
(BG)	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00
(BH)	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00
(BI)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(BJ)				\$77.63		
(BK)	\$50.94	\$50.94	\$50.94			\$50.94
(BL)	\$39.68	\$39.68	\$39.68	\$39.68	\$39.68	\$39.68
(BM)	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
(BN)	\$160.00				\$100.00	
(BO)	\$51.62	\$51.62	\$51.62	\$51.62		\$51.62
(BP)	\$120.00				\$100.00	\$95.00

State of New Mexico  
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Item	Approx. Qty.	Unit	Article and Description
013	1	Hr.	Diagnosis, project estimates, troubleshooting
<b>Vendor</b>	<b>Unit Price</b>		
(AA)	\$65.00		
(AB)	\$250.00		
(AC)	\$69.00		
(AD)	\$75.00		
(AE)	\$124.50		
(AF)	\$60.00		
(AG)	\$122.36		
(AH)	\$150.00		
(AI)	\$78.30		
(AJ)	\$125.00		
(AK)	\$125.00		
(AL)	\$0.00		
(AM)	\$90.00		
(AN)	\$90.00		
(AO)	\$50.00		
(AP)	\$0.00		
(AQ)	\$0.00		
(AR)	\$96.03		
(AS)	\$75.00		
(AT)	\$80.00		
(AU)	\$68.00		
(AV)	\$65.04		
(AW)	\$75.00		
(AX)	\$50.82		
(AY)	\$75.00		
(AZ)	\$65.00		
(BA)	\$18.50		
(BB)	\$85.00		
(BC)	\$85.00		
(BD)	\$75.00		
(BE)	\$115.00		
(BF)	\$45.00		
(BG)	\$75.00		
(BH)	\$85.00		
(BI)	\$100.00		
(BJ)	\$98.80		
(BK)	\$73.91		
(BL)	\$73.98		
(BM)	\$70.00		
(BN)	\$400.00		
(BO)	\$50.00		
(BP)	\$70.00		

State of New Mexico  
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Item	Approx. Qty.	Unit	Article and Description
014	1	Hr.	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.
<b>Vendor</b>	<b>Unit Price</b>		
(AA)	0%		
(AB)	5%		
(AC)	0.00%		
(AD)	0%		
(AE)	0.00%		
(AF)	-10%		
(AG)	0%		
(AH)	0.00%		
(AI)	2%/10 net 30		
(AJ)	2%		
(AK)	0.00%		
(AL)	0%		
(AM)	0.00%		
(AN)	0.00%		
(AO)	0.00%		
(AP)	0.00%		
(AQ)	0.00%		
(AR)	0%		
(AS)	0%		
(AT)	0%		
(AU)	0%		
(AV)	0.00%		
(AW)	0%		
(AX)	0%		
(AY)	0%		
(AZ)	0.10%		
(BA)	5%		
(BB)	1%		
(BC)	0.00%		
(BD)	0%		
(BE)	.01%		
(BF)	0.00%		
(BG)	0.00%		
(BH)	10%		
(BI)	0%		
(BJ)	0%		
(BK)	0%		
(BL)	0%		
(BM)	15%		
(BN)	0%		
(BO)	0.00%		
(BP)	0.00%		

State of New Mexico  
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Item	Approx. Qty.	Unit	Article and Description
015	1	Hr.	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.
<b>Vendor</b>	<b>Unit Price</b>		
(AA)	\$125.00		
(AB)	\$150.00		
(AC)	\$100.00		
(AD)	\$150.00		
(AE)	\$30.00		
(AF)	\$120.00		
(AG)	\$100.00		
(AH)	\$150.00		
(AI)	\$149.00		
(AJ)	\$97.28		
(AK)	\$140.00		
(AL)	\$120.00		
(AM)	\$169.25		
(AN)	\$125.00		
(AO)	\$115.00		
(AP)	\$125.00		
(AQ)	\$125.00		
(AR)	\$142.18		
(AS)	\$100.00		
(AT)	\$149.00		
(AU)	\$130.00		
(AV)	\$150.00		
(AW)	\$85.00		
(AX)	\$121.00		
(AY)	\$126.00		
(AZ)	\$20.00		
(BA)	\$159.00		
(BC)	\$125.00		
(BD)	\$164.00		
(BE)	\$25.00		
(BF)	\$95.00		
(BG)	\$120.00		
(BH)	\$90.00		
(BI)	\$100.00		
(BJ)	\$186.00		
(BK)	\$152.00		
(BL)	\$100.00		
(BM)	\$130.00		
(BN)	\$200.00		
(BO)	\$110.00		
(BP)	\$70.00		

State of New Mexico  
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Item	Article and Description				
016	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.				
Vendor	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(AA)	2318 Roldan Drive	Advanced Environmental Solutions, Inc.	2318 Roldan Drive	Belen, NM 87002	\$1.25
(AB)	530 Oliver Ross Dr. NW	All-Rite Construction Inc.	539 Oliver Ross Dr. NW	Albuquerque, NM 87121	\$0.00
(AC)	104 Sin Nombre Court NE	AnchorBuilt Inc.	104 Sin Nombre Court NE	Albuquerque, NM 87113	\$0.95
(AD)	5550 Midway Park Place NE	APIC Solutions Inc.	5550 Midway Park Place NE	Albuquerque, NM 87109	\$1.50
(AE)	3 Otto Rd	Archuleta Restoration & Remodel	3 Otto Rd	Santa Fe, NM 87508-4608	\$0.96
(AF)	9720 Bell Avenue SE, Albuquerque, NM 87123	B & D Industries, Inc.	9720 Bell Avenue SE	Albuquerque, NM 87123	\$0.45
(AG)	18635 US 84-285 Espanola, NM 87532	Blue Sky Builders, Inc.	PO Box 608	Espanola, NM 87532	\$0.545
(AH)	7110 2 <sup>nd</sup> Street NW Albuquerque, NM 87107	Bradbury Stamm Construction, Inc.	7110 2 <sup>nd</sup> Street NW	Albuquerque, NM 87107	\$0.60
(AI)	921 Bleimeyer Rd, Las Cruces, NM	Classic Industries, Inc.	P.O. Box 434	Dona Ana, NM 88032	\$0.58
(AJ)	116 Veranda Rd. NW, Albuquerque, NM 87107	Consolidated Builders of NM LLC	PO Box 26785	Albuquerque, NM 87125	\$0.58
(AK)	1308 Clark Road	Davenport Construction Mgmt LLC	141 Camino de las Crucitas	Santa Fe, NM 87501	\$1.25
(AL)	3435 Girard Blvd. NE, ABQ, NM 87107 or 645 El Molino Blvd., Las Cruces, NM 88005	ESA Construction, Inc.	3435 Girard Blvd. NE / 645 El Molino Blvd.	Albuquerque, NM 87107 / Las Cruces, NM 88005	\$0.65
(AM)	5904 Florence Ave, NE	FacilityBUILD, Inc.	5904 Florence Ave, NE	Albuquerque, NM 87113	\$1.70
(AN)	8819 2 <sup>nd</sup> Street NW	First Mesa Construction, Inc.	P.O. Box 92258	Albuquerque, NM 87199-2258	*dump trucks \$1.95 per mile; * service truck \$1.55 per mile
(AO)	1025 Douglas Avenue, Las Vegas, NM 87701	Franken Construction Co., Inc.	1025 Douglas Avenue	Las Vegas, NM 87701	\$0.95

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-000-19-00057

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Vendor	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(AP)	5935 Agua Fria, Santa Fe, NM 87507	GME General Building LLC	5935 Agua Fria	Santa Fe, NM 87507	\$1.00
(AQ)	5935 Agua Fria, Santa Fe, NM 87507	GM Emulsion, LLC	5935 Agua Fria	Santa Fe, NM 87507	\$1.00
(AR)	2121 Menaul Blvd. NE, Albuquerque, NM 87107	GranCor Enterprises, Inc.	2121 Menaul Blvd. NE	Albuquerque, NM 87107	\$0.70
(AS)	3800 Vassar Dr. NE 87107	HEI, Inc.	3800 Vassar Dr. NE	Albuquerque, NM 87107	\$1.50
(AT)	645 S. Compress Rd. Las Cruces, NM 88005	Highland Enterprises, Inc.	PO Box 240	Las Cruces, NM 88004	\$0.57
(AU)	4425 Juan Tabo NE, #208	Handiwork, Inc.	4425 Juan Tabo NE, #208	Albuquerque, NM 87111	\$0.85
(AV)	501 Eubank Blvd. SE, Alb, NM 87123	Jack B. Henderson Construction Co., Inc.	501 Eubank Blvd. SE, Alb, NM	Albuquerque, NM 87123	\$0.50 per mile
(AW)	98 County Rd 119, Espanola, NM 87532	La Mesilla Construction, LLC	98 County Rd 119	Espanola, NM 8532	\$0.65
(AX)	125 Bosque Farms Blvd.	Lone Mountain Contracting, Inc.	125 Bosque Farms Blvd.	Bosque Farms, NM 87068	\$0.65
(AY)		Longhorn Construction Services, Inc	9208 Lona Lane NE	Albuquerque, NM 87111	\$0.85
(AZ)	Attention: David (Mack) MacReady	Mechanical Controls Solutions	4020 Vassar Dr. NE, Suite E	Albuquerque, NM 87101	\$0.75
(BA)	1207 Scoggins	Mevacon LLC	1207 Scoggins	Las Cruces, NM 88005	\$1.57
(BB)	51 Private Dr 1142 Espanola, NM 87532	MVT Contracting, LLC	51 Private Dr. 1142	Espanola, NM 87532	\$0.53/mile
(BC)	3408 Columbia Dr. NE, Albuquerque, NM 87107	National Roofing Company, Inc.	3408 Columbia Dr. NE	Albuquerque, NM 87107	\$4.00
(BD)	428 Condi Ln	Nieto Custom Builders	428 Condi Ln	Corrales, NM 87048	\$0.62
(BE)	101 Maguey Ct. Suite 2	Nine Degrees Construction, LLC.	101 Maguey Ct. Suite 2	Sunland Park, NM 88063	\$0.55
(BF)	6301 4 <sup>th</sup> Street NW, Suite 1	Pluma, LLC	6301 4 <sup>th</sup> Street NW, Suite 1	Albuquerque, NM 87107	\$0.58
(BG)	609 Baker Lane, Espanola, NM 87532	R and M Construction LLC	P.O. Box 1026	Alcalde, NM 87511	\$0.545 Cents per mile
(BH)	50 Manzano Rd Los Lunas, NM 87031	Red Seven Electric	PO Box 181	Jarales, NM 87023	\$1.15



State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 90-000-19-00057

Vendor	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(BI)	75 Canyon Rd.	Reineke Construction	75 Canyon Rd.	Sandia Park, NM 87047	\$1.00 / mile
(BJ)	1800 Copper Loop	Tresco Inc.	1800 Copper Loop	Las Cruces, NM 88005	\$0.55
(BK)	609 Broadway Blvs. NE, ABQ, NM 87102	Unified Contractor, Inc.	P.O. Box 93984	Albuquerque, NM 87199	\$0.42
(BL)	3344 Princeton Dr. NE	Weil Construction, Inc.	3344 Princeton Dr. NE	Albuquerque, NM 87107	\$0.58
(BM)	3301 Girard Blvd NE	Western Mechanical HVAC & Plumbing	3301 Girard Blvd NE	Albuquerque, NM 87107	\$1.25
(BN)	1700 10 <sup>th</sup> Street, Alamogordo, NM 88310	White Sands Construction, Inc.	1700 10 <sup>th</sup> Street	Alamogordo, NM 88310	\$3.00
(BO)	3424 Stanford Drive NE, Albuquerque, NM 87107	Winter Finishes, LLC	3424 Stanford Drive NE	Albuquerque, NM 87107	\$0.90 / mile
(BP)	1716 W 7 <sup>th</sup> Clovis, NM 88101	WWRC, Inc.	1716 W. 7 <sup>th</sup>	Clovis, NM 88101	\$3.35

\*\*\* 16 Items Total \*\*\*





*Agenda Item  
No. 12-B*



# Torrance County Board of Commissioners

Meeting 6/10/2020

Item 12B

Department: Manager  
Prepared By: Janice Y. Barela

## **Title: Motion to Approve a Purchase Order and Payment Exceeding the \$2499.99 Limit**

### **Sponsor:**

SAFETY COMMITTEE

### **Action:**

Request approval for payment to be made to Cintas for restocking the County's first aid cabinets.

### **Summary:**

Cintas is the company who restocks the County's first aid cabinets. Historically, restocking took place quarterly, and the Safety Officer submitted requisitions for purchase orders accordingly, always under the \$2500.00 threshold. Without notice, Cintas began restocking every two (2) months. This caused the existing purchase number 33989 for \$2,400.00 to be over-expended by \$251.00 which bumped it into the amount requiring three quotes.

Resolution No. 2019-38, *Establishing the Torrance County Procurement Policy*, states in Section 2.9.B that purchases in the amount of \$2,500.00 to \$4,999.99 require three written quotes from different vendors prior to requesting a purchase order and the quotes are required to be recorded on the *Requisition for Purchase* form. Since the procurement policy was not followed, in order for the Finance Department to make payment for this invoice, Commission approval is required.

There is now a clear understanding that Cintas will only restock quarterly.

### **Significant Issues:**

- The County's first aid cabinets require restocking due to staff and public usage.
- It was discovered during this process that Cintas has been charging gross receipts tax (GRT) for the first aid items, and the County has been paying the GRT. The Finance Department is in the process of remedying that so the County will not pay GRT for these first aid items in the future.

### **Financial:**

Line item 600-06-2248 (Supplies - Safety) does have enough funds to cover this invoice.

### **Staff Recommendation:**

Approval.

*[Handwritten mark]*

REC'D FINANCE DEPT  
MAY 18 2019



# TORRANCE COUNTY

## Receiving & Accounts Payable Report

Receiving Department SAFETY COMMITTEE	Vendor# 3391
Company Received From CINTAS FIRST AID & SAFETY	
Remittance Address 1505 UNIVERSITY NE ALB. NM 87102	
Line Item 600-06-2248	Purchase Order # 33989
Invoice # 8404636797	Account # 30009096

#	Quantity	Description	Unit Cost	Total Cost
1	1	FIRST AID KIT SERVICE	317.45	\$ 317.45 -
2		COUNTY ADMINISTRATION		\$ 0.00 -
3				\$ 0.00 -
4	1	INVOICE TAX	95.62	\$ 95.62 -
5				\$ 0.00 -
6				\$ 0.00 -
7				\$ 0.00 -
<b>GRAND TOTAL COST</b>				<b>\$ 413.07 -</b>

Shipment Status:  Complete Shipment Close P.O.  Partial Shipment Keep P.O. Open

Shipment Condition:  Good Accepted  Damaged (Explain) Rejected/Returned

**KEEP PO OPEN TILL FISCAL YEAR END**

**Certification:**

I certify that the above items were checked and received by my department. This purchase is complete and ready to be paid.

**Department Approval** *[Signature]* **Date** 5/18/20

Reviewed for Payment	
Date:	
By:	



Cintas  
 P.O. Box 650838  
 Dallas TX 75265-0838

Payment Inquiry# (888)994-2468  
 Fax# (972)501-9102

# Invoice

TORRANCE COUNTY  
 PO BOX 48  
 ESTANCIA, NM 87016-0048

Invoice # 8404636797  
 Invoice Date 05/08/2020  
 Credit Terms NET 30 DAYS  
 Customer # 30009096  
 Payer # 10202166

Document #	Date	PO #	Material #	Description	Quantity	Unit Price	Ext Price	Tax	EPU
<b>TORRANCE COUNTY, 205 9TH ST, ESTANCIA, NM (10202166)</b>									
0382-5017086892	05/07/2020		120	CABINET ORGANIZED	1.00	EA	\$0.0000	\$0.00	
0382-5017086892	05/07/2020		130	EXPIRATION DATES CHECKED	1.00	EA	\$0.0000	\$0.00	
0382-5017086892	05/07/2020		400	SERVICE CHARGE	1.00	EA	\$15.9500	\$15.95	Y
0382-5017086892	05/07/2020		12221	LIQUID BANDAGE SMALL	1.00	BAG	\$14.1300	\$14.13	Y
0382-5017086892	05/07/2020		43039	FINGERTIP BANDAGE SM	1.00	BAG	\$7.6500	\$7.65	Y
0382-5017086892	05/07/2020		43959	COMFORT DOT MED	1.00	BOX	\$9.9500	\$9.95	Y
0382-5017086892	05/07/2020		44249	ELASTIC STRIP SMALL	1.00	BAG	\$8.1900	\$8.19	Y
0382-5017086892	05/07/2020		50030	ANTISEPTIC WIPES SMALL	1.00	BAG	\$6.9800	\$6.98	Y
0382-5017086892	05/07/2020		50430	ALCOHOL SWABS SMALL	1.00	BAG	\$6.7300	\$6.73	Y
0382-5017086892	05/07/2020		50830	PAWS ANTIMICROBIAL TWLTTS 4/PACK	1.00	BAG	\$6.8600	\$6.86	Y
0382-5017086892	05/07/2020		55555	HARD SURFACE DISINFEC SVC	1.00	EA	\$8.1500	\$8.15	Y
0382-5017086892	05/07/2020		55556	DISINFECTANT WIPE	1.00	EA	\$0.0000	\$0.00	
0382-5017086892	05/07/2020		79191	MUCINEX SMALL	1.00	BAG	\$16.4900	\$16.49	Y
0382-5017086892	05/07/2020		100639	HAND LOTION, SMALL	1.00	BAG	\$8.7600	\$8.76	Y
0382-5017086892	05/07/2020		102435	LIPAID SMALL	2.00	BAG	\$10.9800	\$21.96	Y
0382-5017086892	05/07/2020		111230	CHEWABLE ASPIRIN 81mg	1.00	BOX	\$9.9500	\$9.95	Y
0382-5017086892	05/07/2020		111589	PAIN AWAY X-STRENGTH MED	1.00	BOX	\$22.0400	\$22.04	Y

TORRANCE COUNTY  
 TORRANCE CNTY OFFICE  
 205 9TH ST  
 ESTANCIA, NM 87016

Please detach and enclose this coupon with your payment

Payer #	Due Date	Invoice #
10202166	06/07/2020	8404636797
		<b>Total Amount Due</b>
		<b>\$1,309.06</b>

Remit To Cintas  
 P.O. Box 650838  
 Dallas TX 75265-0838

Cintas  
P.O. Box 650838  
Dallas TX 75265-0838

Invoice # 8404636797  
Invoice Date 05/08/2020

# Invoice

Document #	Date	PO #	Material #	Description	Quantity	Unit Price	Ext Price	Tax	EPU
0382-5017086892	05/07/2020		111989	IBUPROFEN TABS MEDIUM	1.00	BOX	\$22.5300	\$22.53	Y
0382-5017086892	05/07/2020		112429	SINUS RELIEF DUAL ACTN SM	1.00	BAG	\$13.8600	\$13.86	Y
0382-5017086892	05/07/2020		119250	ANTI-DIARRHEAL CAPLETS SM	1.00	BOX	\$18.3200	\$18.32	Y
0382-5017086892	05/07/2020		163050	BURN RELIEF PACKET/ 6 PK	1.00	PAC	\$16.5800	\$16.58	Y
0382-5017086892	05/07/2020		182309	EMERGENCY MEDICAL GLV/8BX	1.00	BOX	\$10.4600	\$10.46	Y
0382-5017086891	05/07/2020	33989	120	CABINET ORGANIZED	1.00	EA	\$0.0000	\$0.00	
0382-5017086891	05/07/2020	33989	130	EXPIRATION DATES CHECKED	1.00	EA	\$0.0000	\$0.00	
0382-5017086891	05/07/2020	33989	400	SERVICE CHARGE	1.00	EA	\$15.9500	\$15.95	Y
0382-5017086891	05/07/2020	33989	33129	QUIKHEAL F/P BANDAGES MED	1.00	BOX	\$14.2000	\$14.20	Y
0382-5017086891	05/07/2020	33989	44269	ELASTIC STRIP MEDIUM	1.00	BOX	\$11.8100	\$11.81	Y
0382-5017086891	05/07/2020	33989	50239	HYDROGEN PEROXIDE 2 OZ	1.00	EA	\$9.1500	\$9.15	Y
0382-5017086891	05/07/2020	33989	50430	ALCOHOL SWABS SMALL	1.00	BAG	\$6.7300	\$6.73	Y
0382-5017086891	05/07/2020	33989	55555	HARD SURFACE DISINFEC SVC	1.00	EA	\$8.1500	\$8.15	Y
0382-5017086891	05/07/2020	33989	55556	DISINFECTANT WIPE	1.00	EA	\$0.0000	\$0.00	
0382-5017086891	05/07/2020	33989	74415	EMERGEN-C TANGERINE/5 PK	2.00	PAC	\$8.2300	\$16.46	Y
0382-5017086891	05/07/2020	33989	79191	MUCINEX SMALL	1.00	BAG	\$16.4900	\$16.49	Y
0382-5017086891	05/07/2020	33989	79520	EMERGEN-C RASPBERRY/5 PK	2.00	PAC	\$8.2300	\$16.46	Y
0382-5017086891	05/07/2020	33989	102640	BIOFREEZE MUSCLE RLF SM	1.00	BAG	\$13.2900	\$13.29	Y
0382-5017086891	05/07/2020	33989	111389	ACETAMINOPHEN MED	1.00	BOX	\$19.9500	\$19.95	Y
0382-5017086891	05/07/2020	33989	111830	BACK RELIEF MEDIUM	1.00	BOX	\$22.8300	\$22.83	Y
0382-5017086891	05/07/2020	33989	112239	DECONGEST NASAL/SINUS MED	1.00	BOX	\$20.3900	\$20.39	Y
0382-5017086891	05/07/2020	33989	112439	SINUS RELIEF DUAL ACTN MD	1.00	BOX	\$25.2100	\$25.21	Y
0382-5017086891	05/07/2020	33989	119250	ANTI-DIARRHEAL CAPLETS SM	1.00	BOX	\$18.3200	\$18.32	Y
0382-5017086891	05/07/2020	33989	119260	ALLERGY RELIEF TABLET MED	1.00	BOX	\$26.1600	\$26.16	Y
0382-5017086891	05/07/2020	33989	121220	ALEVE SMALL	1.00	BAG	\$9.0800	\$9.08	Y
0382-5017086891	05/07/2020	33989	151119	DISP THERMOMETER 4/BG	1.00	BAG	\$7.2400	\$7.24	Y
0382-5017086891	05/07/2020	33989	280020	LENS/SCREEN WIPES 100/BX	1.00	BOX	\$23.1200	\$23.12	Y
0382-5017086891	05/07/2020	33989	588026	EMERGEN-C ORANGE 5/PK	2.00	PAK	\$8.2300	\$16.46	Y
0382-5017086894	05/07/2020		120	CABINET ORGANIZED	1.00	EA	\$0.0000	\$0.00	
0382-5017086894	05/07/2020		130	EXPIRATION DATES CHECKED	1.00	EA	\$0.0000	\$0.00	
0382-5017086894	05/07/2020		400	SERVICE CHARGE	1.00	EA	\$15.9500	\$15.95	
0382-5017086894	05/07/2020		55555	HARD SURFACE DISINFEC SVC	1.00	EA	\$8.1500	\$8.15	Y
0382-5017086894	05/07/2020		55556	DISINFECTANT WIPE	1.00	EA	\$0.0000	\$0.00	
0382-5017086894	05/07/2020		79520	EMERGEN-C RASPBERRY/5 PK	2.00	PAC	\$8.2300	\$16.46	Y
0382-5017086894	05/07/2020		111389	ACETAMINOPHEN MED	1.00	BOX	\$19.9500	\$19.95	Y
0382-5017086894	05/07/2020		111830	BACK RELIEF MEDIUM	1.00	BOX	\$22.8300	\$22.83	Y

*Road*  
245.54

*Admin*  
317.45  
+ 95.62 JH  
413.07

Cintas  
P.O. Box 650838  
Dallas TX 75265-0838

Invoice # 8404636797  
Invoice Date 05/08/2020

# Invoice

Document #	Date	PO #	Material #	Description	Quantity	Unit Price	Ext Price	Tax	EPU
0382-5017086894	05/07/2020		119260	ALLERGY RELIEF TABLET MED	1.00	BOX	\$26.1600	\$26.16	Y
0382-5017086894	05/07/2020		121600	ALKA SELTZER MEDIUM	1.00	BOX	\$33.5100	\$33.51	Y
0382-5017086894	05/07/2020		280020	LENS/SCREEN WIPES 100/BX	1.00	BOX	\$23.1200	\$23.12	Y <i>Dispatch</i>
0382-5017086893	05/07/2020		120	CABINET ORGANIZED	1.00	EA	\$0.0000	\$0.00	
0382-5017086893	05/07/2020		130	EXPIRATION DATES CHECKED	1.00	EA	\$0.0000	\$0.00	<i>166.13</i>
0382-5017086893	05/07/2020		400	SERVICE CHARGE	1.00	EA	\$15.9500	\$15.95	Y
0382-5017086893	05/07/2020		12221	LIQUID BANDAGE SMALL	1.00	BAG	\$14.1300	\$14.13	Y
0382-5017086893	05/07/2020		31069	1X3 PLASTIC BANDAGE MED	1.00	BOX	\$11.6300	\$11.63	Y
0382-5017086893	05/07/2020		32069	WOUND CLOSURE BNDG 10M/10L	1.00	BOX	\$11.8800	\$11.88	Y
0382-5017086893	05/07/2020		43039	FINGERTIP BANDAGE SM	1.00	BAG	\$7.6500	\$7.65	Y
0382-5017086893	05/07/2020		43259	KNUCKLE BANDAGE MEDIUM	1.00	BOX	\$13.3900	\$13.39	Y
0382-5017086893	05/07/2020		43659	COMFORT 1/3 STRIP MEDIUM	1.00	BOX	\$10.9900	\$10.99	Y
0382-5017086893	05/07/2020		44269	ELASTIC STRIP MEDIUM	1.00	BOX	\$11.8100	\$11.81	Y
0382-5017086893	05/07/2020		44429	LARGE PATCH 2"X3", MED	1.00	BOX	\$12.4100	\$12.41	Y
0382-5017086893	05/07/2020		50030	ANTISEPTIC WIPES SMALL	1.00	BAG	\$6.9800	\$6.98	Y
0382-5017086893	05/07/2020		50430	ALCOHOL SWABS SMALL	1.00	BAG	\$6.7300	\$6.73	Y
0382-5017086893	05/07/2020		50630	PAWS ANTIMICROBIAL TWLTTS 4/PACK	1.00	BAG	\$6.8600	\$6.86	Y
0382-5017086893	05/07/2020		55555	HARD SURFACE DISINFEC SVC	1.00	EA	\$8.1500	\$8.15	Y
0382-5017086893	05/07/2020		55556	DISINFECTANT WIPE	1.00	EA	\$0.0000	\$0.00	
0382-5017086893	05/07/2020		70010	COTTONTIP APP 3" 100/VIAL	1.00	EA	\$6.4700	\$6.47	Y
0382-5017086893	05/07/2020		74415	EMERGEN-C TANGERINE/5 PK	2.00	PAC	\$8.2300	\$16.46	Y
0382-5017086893	05/07/2020		79191	MUCINEX SMALL	1.00	BAG	\$16.4900	\$16.49	Y
0382-5017086893	05/07/2020		79520	EMERGEN-C RASPBERRY/5 PK	2.00	PAC	\$8.2300	\$16.46	Y
0382-5017086893	05/07/2020		91019	COLD PACK, SMALL, 1/BOX	1.00	BOX	\$6.6800	\$6.68	Y
0382-5017086893	05/07/2020		92019	COLD PACK, LARGE, 1/BOX	1.00	BOX	\$7.7800	\$7.78	Y
0382-5017086893	05/07/2020		100439	HYDROCORTISONE CREAM SM	1.00	BAG	\$9.3200	\$9.32	Y
0382-5017086893	05/07/2020		102640	BIOFREEZE MUSCLE RLF SM	1.00	BAG	\$13.2900	\$13.29	Y
0382-5017086893	05/07/2020		111230	CHEWABLE ASPIRIN 81mg	1.00	BOX	\$9.9500	\$9.95	Y
0382-5017086893	05/07/2020		111589	PAIN AWAY X-STRENGTH MED	1.00	BOX	\$22.0400	\$22.04	Y
0382-5017086893	05/07/2020		111989	IBUPROFEN TABS MEDIUM	1.00	BOX	\$22.5300	\$22.53	Y
0382-5017086893	05/07/2020		112039	COLD RELIEF MAX/STR MED	1.00	BOX	\$23.4400	\$23.44	Y
0382-5017086893	05/07/2020		112439	SINUS RELIEF DUAL ACTN MD	1.00	BOX	\$25.2100	\$25.21	Y
0382-5017086893	05/07/2020		115029	ANTACID FRUIT FLAVOR SM	1.00	BAG	\$11.8600	\$11.86	Y
0382-5017086893	05/07/2020		119260	ALLERGY RELIEF TABLET MED	1.00	BOX	\$26.1600	\$26.16	Y
0382-5017086893	05/07/2020		122110	BAYER ASPIRIN SMALL	1.00	BAG	\$9.0800	\$9.08	Y
0382-5017086893	05/07/2020		151119	DISP THERMOMETER 4/BG	1.00	BAG	\$7.2400	\$7.24	Y
0382-5017086893	05/07/2020		163050	BURN RELIEF PACKET/ 6 PK	1.00	PAC	\$16.5800	\$16.58	Y
0382-5017086893	05/07/2020		280020	LENS/SCREEN WIPES 100/BX	1.00	BOX	\$23.1200	\$23.12	Y



Cintas  
P.O. Box 650838  
Dallas TX 75265-0838

Invoice # 8404636797  
Invoice Date 05/08/2020

# Invoice

Document #	Date	PO #	Material #	Description	Quantity	Unit Price	Ext Price	Tax	EPU	
0382-5017086893	05/07/2020		573772	DAYQUIL SMALL	1.00	BAG \$14.2900	\$14.29	Y		
0382-5017086893	05/07/2020		588026	EMERGEN-C ORANGE 5/PK	2.00	PAK \$8.2300	\$16.46	Y		
0382-5017086893	05/07/2020		1030300	WOUNDSEAL POUR PACK (2)	1.00	EA \$24.8500	\$24.85	Y	Shen RF	
							Invoice Subtotal	\$1,213.44		
							Invoice Tax	\$95.62		484.32
							Invoice Total	\$1,309.06		

0382 ALBUQUERQUE NM FAS  
 Albuquerque, NM 87113  
 DO NOT PAY FROM THIS DOCUMENT

SVC/BILLING QUESTIONS: 505-242-1515  
 FAX : 505-242-4771  
 PAYMENT INQUIRY : 888-994-2468  
 ROUTE # : LOC #0382 ROUTE 0015

## DELIVERY TICKET

THIS IS NOT AN INVOICE - INVOICE WILL BE MAILED TO YOU

TORRANCE COUNTY  
 205 9TH ST  
 ESTANCIA, NM 87016  
 505-246-4732

DOCUMENT # : 5017086891  
 DATE : 5/7/20  
 PO # : 33989  
 STORE # :  
 CUSTOMER # : 0010202166  
 PAYER # : 0010202166  
 SVC ORDER # : 8024095674

MATERIAL #	DESCRIPTION	QTY
6015094	ADMIN BRKROOM	
120	CABINET ORGANIZED	1
130	EXPIRATION DATES CHECKED	1
33129	QUIKHEAL F/P BANDAGES MED	1
44269	ELASTIC STRIP MEDIUM	1
50239	HYDROGEN PEROXIDE 2 OZ	1
50430	ALCOHOL SWABS SMALL	1
55555	HARD SURFACE DISINFEC SVC	1
55556	DISINFECTANT WIPE	1
74415	EMERGEN-C TANGERINE/5 PK	2
79191	MUCINEX SMALL	1
79520	EMERGEN-C RASPBERRY/5 PK	2
102640	BIOFREEZE MUSCLE RLF SM	1
111389	ACETAMINOPHEN MED	1
111830	BACK RELIEF MEDIUM	1
112239	DECONGEST NASAL/SINUS MED	1
112439	SINUS RELIEF DUAL ACTN MD	1
119250	ANTI-DIARRHEAL CAPLETS SM	1
119260	ALLERGY RELIEF TABLET MED	1
121220	ALEVE SMALL	1
151119	DISP THERMOMETER 4/BG	1
280020	LENS/SCREEN WIPES 100/BX	1
588026	EMERGEN-C ORANGE 5/PK	2
9468614	<Blank>	
400	SERVICE CHARGE	1

SIGNATURE : \_\_\_\_\_ DATE : \_\_\_\_\_

NAME : \_\_\_\_\_

THIS IS NOT AN INVOICE - INVOICE WILL BE MAILED TO YOU



Cintas  
 P.O. Box 650838  
 Dallas TX 75265-0838

Payment Inquiry# (888)994-2468  
 Fax# (972)501-9102

# Invoice

TORRANCE COUNTY  
 PO BOX 48  
 ESTANCIA, NM 87016-0048

Invoice # 8404636797  
 Invoice Date 05/08/2020  
 Credit Terms NET 30 DAYS  
 Customer # 30009096  
 Payer # 10202166

Document #	Date	PO #	Material #	Description	Quantity	Unit Price	Ext Price	Tax	EPU
<b>TORRANCE COUNTY, 205 9TH ST, ESTANCIA, NM (10202166)</b>									
0382-5017086892	05/07/2020		120	CABINET ORGANIZED	1.00 EA	\$0.0000	\$0.00		
0382-5017086892	05/07/2020		130	EXPIRATION DATES CHECKED	1.00 EA	\$0.0000	\$0.00		
0382-5017086892	05/07/2020		400	SERVICE CHARGE	1.00 EA	\$15.9500	\$15.95	Y	
0382-5017086892	05/07/2020		12221	LIQUID BANDAGE SMALL	1.00 BAG	\$14.1300	\$14.13	Y	
0382-5017086892	05/07/2020		43039	FINGERTIP BANDAGE SM	1.00 BAG	\$7.6500	\$7.65	Y	
0382-5017086892	05/07/2020		43959	COMFORT DOT MED	1.00 BOX	\$9.9500	\$9.95	Y	
0382-5017086892	05/07/2020		44249	ELASTIC STRIP SMALL	1.00 BAG	\$8.1900	\$8.19	Y	
0382-5017086892	05/07/2020		50030	ANTISEPTIC WIPES SMALL	1.00 BAG	\$6.9800	\$6.98	Y	
0382-5017086892	05/07/2020		50430	ALCOHOL SWABS SMALL	1.00 BAG	\$6.7300	\$6.73	Y	
0382-5017086892	05/07/2020		50630	PAWS ANTIMICROBIAL TWLTTTS 4/PACK	1.00 BAG	\$6.8600	\$6.86	Y	
0382-5017086892	05/07/2020		55555	HARD SURFACE DISINFEC SVC	1.00 EA	\$8.1500	\$8.15	Y	
0382-5017086892	05/07/2020		55556	DISINFECTANT WIPE	1.00 EA	\$0.0000	\$0.00		
0382-5017086892	05/07/2020		79191	MUCINEX SMALL	1.00 BAG	\$16.4900	\$16.49	Y	
0382-5017086892	05/07/2020		100639	HAND LOTION, SMALL	1.00 BAG	\$8.7600	\$8.76	Y	
0382-5017086892	05/07/2020		102435	LIPAID SMALL	2.00 BAG	\$10.9800	\$21.96	Y	
0382-5017086892	05/07/2020		111230	CHEWABLE ASPIRIN 81mg	1.00 BOX	\$9.9500	\$9.95	Y	
0382-5017086892	05/07/2020		111589	PAIN AWAY X-STRENGTH MED	1.00 BOX	\$22.0400	\$22.04	Y	

Please detach and enclose this coupon with your payment

TORRANCE COUNTY  
 TORRANCE CNTY OFFICE  
 205 9TH ST  
 ESTANCIA, NM 87016

Payer #	Due Date	Invoice #
10202166	06/07/2020	8404636797
		<b>Total Amount Due</b>
		<b>\$1,309.06</b>

Remit To Cintas  
 P.O. Box 650838  
 Dallas TX 75265-0838

Cintas  
P.O. Box 650838  
Dallas TX 75265-0838

Invoice # 8404636797  
Invoice Date 05/08/2020

# Invoice

Document #	Date	PO #	Material #	Description	Quantity	Unit Price	Ext Price	Tax	EPU
0382-5017086892	05/07/2020		111989	IBUPROFEN TABS MEDIUM	1.00	BOX	\$22.5300	\$22.53	Y
0382-5017086892	05/07/2020		112429	SINUS RELIEF DUAL ACTN SM	1.00	BAG	\$13.8600	\$13.86	Y
0382-5017086892	05/07/2020		119250	ANTI-DIARRHEAL CAPLETS SM	1.00	BOX	\$18.3200	\$18.32	Y
0382-5017086892	05/07/2020		163050	BURN RELIEF PACKET/ 6 PK	1.00	PAC	\$16.5800	\$16.58	Y
0382-5017086892	05/07/2020		182309	EMERGENCY MEDICAL GLV/8BX	1.00	BOX	\$10.4600	\$10.46	Y
0382-5017086891	05/07/2020	33989	120	CABINET ORGANIZED	1.00	EA	\$0.0000	\$0.00	
0382-5017086891	05/07/2020	33989	130	EXPIRATION DATES CHECKED	1.00	EA	\$0.0000	\$0.00	
0382-5017086891	05/07/2020	33989	400	SERVICE CHARGE	1.00	EA	\$15.9500	\$15.95	Y
0382-5017086891	05/07/2020	33989	33129	QUIKHEAL F/P BANDAGES MED	1.00	BOX	\$14.2000	\$14.20	Y
0382-5017086891	05/07/2020	33989	44269	ELASTIC STRIP MEDIUM	1.00	BOX	\$11.8100	\$11.81	Y
0382-5017086891	05/07/2020	33989	50239	HYDROGEN PEROXIDE 2 OZ	1.00	EA	\$9.1500	\$9.15	Y
0382-5017086891	05/07/2020	33989	50430	ALCOHOL SWABS SMALL	1.00	BAG	\$6.7300	\$6.73	Y
0382-5017086891	05/07/2020	33989	55555	HARD SURFACE DISINFEC SVC	1.00	EA	\$8.1500	\$8.15	Y
0382-5017086891	05/07/2020	33989	55556	DISINFECTANT WIPE	1.00	EA	\$0.0000	\$0.00	
0382-5017086891	05/07/2020	33989	74415	EMERGEN-C TANGERINE/5 PK	2.00	PAC	\$8.2300	\$16.46	Y
0382-5017086891	05/07/2020	33989	79191	MUCINEX SMALL	1.00	BAG	\$16.4900	\$16.49	Y
0382-5017086891	05/07/2020	33989	79520	EMERGEN-C RASPBERRY/5 PK	2.00	PAC	\$8.2300	\$16.46	Y
0382-5017086891	05/07/2020	33989	102640	BIOFREEZE MUSCLE RLF SM	1.00	BAG	\$13.2900	\$13.29	Y
0382-5017086891	05/07/2020	33989	111389	ACETAMINOPHEN MED	1.00	BOX	\$19.9500	\$19.95	Y
0382-5017086891	05/07/2020	33989	111830	BACK RELIEF MEDIUM	1.00	BOX	\$22.8300	\$22.83	Y
0382-5017086891	05/07/2020	33989	112239	DECONGEST NASAL/SINUS MED	1.00	BOX	\$20.3900	\$20.39	Y
0382-5017086891	05/07/2020	33989	112439	SINUS RELIEF DUAL ACTN MD	1.00	BOX	\$25.2100	\$25.21	Y
0382-5017086891	05/07/2020	33989	119250	ANTI-DIARRHEAL CAPLETS SM	1.00	BOX	\$18.3200	\$18.32	Y
0382-5017086891	05/07/2020	33989	119260	ALLERGY RELIEF TABLET MED	1.00	BOX	\$26.1600	\$26.16	Y
0382-5017086891	05/07/2020	33989	121220	ALEVE SMALL	1.00	BAG	\$9.0800	\$9.08	Y
0382-5017086891	05/07/2020	33989	151119	DISP THERMOMETER 4/BG	1.00	BAG	\$7.2400	\$7.24	Y
0382-5017086891	05/07/2020	33989	280020	LENS/SCREEN WIPES 100/BX	1.00	BOX	\$23.1200	\$23.12	Y
0382-5017086891	05/07/2020	33989	588026	EMERGEN-C ORANGE 5/PK	2.00	PAK	\$8.2300	\$16.46	Y
0382-5017086894	05/07/2020		120	CABINET ORGANIZED	1.00	EA	\$0.0000	\$0.00	
0382-5017086894	05/07/2020		130	EXPIRATION DATES CHECKED	1.00	EA	\$0.0000	\$0.00	
0382-5017086894	05/07/2020		400	SERVICE CHARGE	1.00	EA	\$15.9500	\$15.95	
0382-5017086894	05/07/2020		55555	HARD SURFACE DISINFEC SVC	1.00	EA	\$8.1500	\$8.15	Y
0382-5017086894	05/07/2020		55556	DISINFECTANT WIPE	1.00	EA	\$0.0000	\$0.00	
0382-5017086894	05/07/2020		79520	EMERGEN-C RASPBERRY/5 PK	2.00	PAC	\$8.2300	\$16.46	Y
0382-5017086894	05/07/2020		111389	ACETAMINOPHEN MED	1.00	BOX	\$19.9500	\$19.95	Y
0382-5017086894	05/07/2020		111830	BACK RELIEF MEDIUM	1.00	BOX	\$22.8300	\$22.83	Y

*Road*  
245.54

*Admin*  
317.45  
+ 95.62  
413.07

Cintas  
P.O. Box 650838  
Dallas TX 75265-0838

Invoice # 8404636797  
Invoice Date 05/08/2020

# Invoice

Document #	Date	PO #	Material #	Description	Quantity	Unit Price	Ext Price	Tax	EPU
0382-5017086894	05/07/2020		119260	ALLERGY RELIEF TABLET MED	1.00	BOX	\$26.1600	\$26.16	Y
0382-5017086894	05/07/2020		121600	ALKA SELTZER MEDIUM	1.00	BOX	\$33.5100	\$33.51	Y
0382-5017086894	05/07/2020		280020	LENS/SCREEN WIPES 100/BX	1.00	BOX	\$23.1200	\$23.12	Y
0382-5017086893	05/07/2020		120	CABINET ORGANIZED	1.00	EA	\$0.0000	\$0.00	
0382-5017086893	05/07/2020		130	EXPIRATION DATES CHECKED	1.00	EA	\$0.0000	\$0.00	
0382-5017086893	05/07/2020		400	SERVICE CHARGE	1.00	EA	\$15.9500	\$15.95	Y
0382-5017086893	05/07/2020		12221	LIQUID BANDAGE SMALL	1.00	BAG	\$14.1300	\$14.13	Y
0382-5017086893	05/07/2020		31069	1X3 PLASTIC BANDAGE MED	1.00	BOX	\$11.6300	\$11.63	Y
0382-5017086893	05/07/2020		32069	WOUND CLOSURE BNDG 10M/10L	1.00	BOX	\$11.8800	\$11.88	Y
0382-5017086893	05/07/2020		43039	FINGERTIP BANDAGE SM	1.00	BAG	\$7.6500	\$7.65	Y
0382-5017086893	05/07/2020		43259	KNUCKLE BANDAGE MEDIUM	1.00	BOX	\$13.3900	\$13.39	Y
0382-5017086893	05/07/2020		43659	COMFORT 1/3 STRIP MEDIUM	1.00	BOX	\$10.9900	\$10.99	Y
0382-5017086893	05/07/2020		44269	ELASTIC STRIP MEDIUM	1.00	BOX	\$11.8100	\$11.81	Y
0382-5017086893	05/07/2020		44429	LARGE PATCH 2"X3", MED	1.00	BOX	\$12.4100	\$12.41	Y
0382-5017086893	05/07/2020		50030	ANTISEPTIC WIPES SMALL	1.00	BAG	\$6.9800	\$6.98	Y
0382-5017086893	05/07/2020		50430	ALCOHOL SWABS SMALL	1.00	BAG	\$6.7300	\$6.73	Y
0382-5017086893	05/07/2020		50630	PAWS ANTIMICROBIAL TWLTTS 4/PACK	1.00	BAG	\$6.8600	\$6.86	Y
0382-5017086893	05/07/2020		55555	HARD SURFACE DISINFEC SVC	1.00	EA	\$8.1500	\$8.15	Y
0382-5017086893	05/07/2020		55556	DISINFECTANT WIPE	1.00	EA	\$0.0000	\$0.00	
0382-5017086893	05/07/2020		70010	COTTONTIP APP 3" 100/VIAL	1.00	EA	\$6.4700	\$6.47	Y
0382-5017086893	05/07/2020		74415	EMERGEN-C TANGERINE/5 PK	2.00	PAC	\$8.2300	\$16.46	Y
0382-5017086893	05/07/2020		79191	MUCINEX SMALL	1.00	BAG	\$16.4900	\$16.49	Y
0382-5017086893	05/07/2020		79520	EMERGEN-C RASPBERRY/5 PK	2.00	PAC	\$8.2300	\$16.46	Y
0382-5017086893	05/07/2020		91019	COLD PACK, SMALL, 1/BOX	1.00	BOX	\$6.6800	\$6.68	Y
0382-5017086893	05/07/2020		92019	COLD PACK, LARGE, 1/BOX	1.00	BOX	\$7.7800	\$7.78	Y
0382-5017086893	05/07/2020		100439	HYDROCORTISONE CREAM SM	1.00	BAG	\$9.3200	\$9.32	Y
0382-5017086893	05/07/2020		102640	BIOFREEZE MUSCLE RLF SM	1.00	BAG	\$13.2900	\$13.29	Y
0382-5017086893	05/07/2020		111230	CHEWABLE ASPIRIN 81mg	1.00	BOX	\$9.9500	\$9.95	Y
0382-5017086893	05/07/2020		111589	PAIN AWAY X-STRENGTH MED	1.00	BOX	\$22.0400	\$22.04	Y
0382-5017086893	05/07/2020		111989	IBUPROFEN TABS MEDIUM	1.00	BOX	\$22.5300	\$22.53	Y
0382-5017086893	05/07/2020		112039	COLD RELIEF MAX/STR MED	1.00	BOX	\$23.4400	\$23.44	Y
0382-5017086893	05/07/2020		112439	SINUS RELIEF DUAL ACTN MD	1.00	BOX	\$25.2100	\$25.21	Y
0382-5017086893	05/07/2020		115029	ANTACID FRUIT FLAVOR SM	1.00	BAG	\$11.8600	\$11.86	Y
0382-5017086893	05/07/2020		119260	ALLERGY RELIEF TABLET MED	1.00	BOX	\$26.1600	\$26.16	Y
0382-5017086893	05/07/2020		122110	BAYER ASPIRIN SMALL	1.00	BAG	\$9.0800	\$9.08	Y
0382-5017086893	05/07/2020		151119	DISP THERMOMETER 4/BG	1.00	BAG	\$7.2400	\$7.24	Y
0382-5017086893	05/07/2020		163050	BURN RELIEF PACKET/ 6 PK	1.00	PAC	\$16.5800	\$16.58	Y
0382-5017086893	05/07/2020		280020	LENS/SCREEN WIPES 100/BX	1.00	BOX	\$23.1200	\$23.12	Y

*Dispatch*  
*166.13*

Cintas  
P.O. Box 650838  
Dallas TX 75265-0838

Invoice # 8404636797  
Invoice Date 05/08/2020

# Invoice

Document #	Date	PO #	Material #	Description	Quantity	Unit Price	Ext Price	Tax	EPU
0382-5017086893	05/07/2020		573772	DAYQUIL SMALL	1.00	BAG \$14.2900	\$14.29	Y	
0382-5017086893	05/07/2020		588026	EMERGEN-C ORANGE 5/PK	2.00	PAK \$8.2300	\$16.46	Y	
0382-5017086893	05/07/2020		1030300	WOUNDSEAL POUR PACK (2)	1.00	EA \$24.8500	\$24.85	Y	Shen RF
<b>Invoice Subtotal</b>							<b>\$1,213.44</b>		
<b>Invoice Tax</b>							<b>\$95.62</b>		
<b>Invoice Total</b>							<b>\$1,309.06</b>		484.32



READY FOR THE WORKDAY™

0382 ALBUQUERQUE NM FAS  
Albuquerque, NM 87113  
DO NOT PAY FROM THIS DOCUMENT

SVC/BILLING QUESTIONS : 505-242-1515  
FAX : 505-242-4771  
PAYMENT INQUIRY : 888-994-2468  
ROUTE # : LOC #0382 ROUTE 0015

DELIVERY TICKET

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TORRANCE COUNTY  
205 9TH ST  
ESTANCIA, NM 87016  
505-246-4732

DOCUMENT # : 5017086892  
DATE : 5/7/20  
PO # : N/A  
STORE # :  
CUSTOMER # : 0010202166  
PAYER # : 0010202166  
SVC ORDER # : C@A817C8

MATERIAL #	DESCRIPTION	QTY
9440147	ROAD DEPT	02590387
120	CABINET ORGANIZED	1
130	EXPIRATION DATES CHECKED	1
12221	LIQUID BANDAGE SMALL	1
43039	FINGERTIP BANDAGE SM	1
43959	COMFORT DOT MED	1
44249	ELASTIC STRIP SMALL	1
50030	ANTISEPTIC WIPES SMALL	1
50430	ALCOHOL SWABS SMALL	1
50630	PAWS ANTIMICROBIAL TWLTS 4/PACK	1
55555	HARD SURFACE DISINFEC SVC	1
55556	DISINFECTANT WIPE	1
79191	MUCINEX SMALL	1
100639	HAND LOTION, SMALL	1
102435	LIPAID SMALL	2
111230	CHEWABLE ASPIRIN 81mg	1
111589	PAIN AWAY X-STRENGTH MED	1
111989	IBUPROFEN TABS MEDIUM	1
112429	SINUS RELIEF DUAL ACTN SM	1
119250	ANTI-DIARRHEAL CAPLETS SM	1
163050	BURN RELIEF PACKET/ 6 PK	1
182309	EMERGENCY MEDICAL GLV/8BX	1
9468614	<Blank>	
400	SERVICE CHARGE	1

SIGNATURE : \_\_\_\_\_ DATE : \_\_\_\_\_

NAME : \_\_\_\_\_

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*Agenda Item  
No. 12-C*





# Torrance County Board of Commissioners

Meeting 6/10/2020

Item 12C

Department: Manager  
Prepared By: Janice Y. Barcela

## **Title: DWI PREVENTION PROGRAM: Motion to approve Local DWI Grant Agreement 21-D-G-31**

### **Sponsor:**

Tracey Master, DWI Prevention Program Coordinator

### **Action:**

Request for approval of Local DWI Grant Agreement 21-D-G-31.

### **Summary:**

On February 26, 2020, the Torrance County Board of County Commissioners approved the submission of the Local DWI (LDWI) grant application to the Department of Finance and Administration (DFA), Local Government Division (LGD), to participate in the LDWI Grant and Distribution Program. As a result, Torrance County was awarded \$70,000. Acceptance of the grant requires Commission approval.

### **Significant Issues:**

- Scope of Work includes prevention, enforcement, screening, treatment, compliance monitoring, coordination, planning and evaluating, and alternative sentencing.

### **Financial:**

The County is required to provide an in-kind match, 10% of funding. This is calculated in the following way:

#### **In Distribution Fund:**

- \$8,280 – Value of vehicle to operate the Smart Choice Ride Designated Driving Program; dollar amount determined through Enterprise Rental Car website at a rate of \$80.00 per day, eight (8) days per month, 12 months; insurance for same vehicle is based on a conservative estimate of liability insurance only
- \$5,102 – Value of services provided by Torrance County Community Monitor, based on hourly wage of \$24.53, four (4) hours per week, 26 pay periods per year

#### **In Grant Fund:**

- \$1,000 – Drug Education Fund incentives
- \$400 – Value of use of portable toilets and dumpsters

- \$500 – Screening fees to be used for access to the Noble database (Two authorized users include the Torrance County DWI Prevention Program Coordinator and DWI Prevention Program Evaluator)
- \$1,000 – Value of wages of Torrance County Sheriff's Deputies to transport convicted DWI offenders to DWI treatment facility
- \$6,204 - \$450 per month value for use of Chevy Cobalt (data from Credit Karma), \$67 per month for insurance
- \$7,800 - \$650 per month value for use of office space and utilities

Total calculated in-kind contribution is \$30,286.

**Staff Recommendation:**

Approval.

**MICHELLE LUJAN GRISHAM**  
GOVERNOR



**OLIVIA PADILLA-JACKSON**  
CABINET SECRETARY

**DONNIE J. QUINTANA**  
DIRECTOR

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION  
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501  
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

May 20, 2020

*VIA EMAIL*

The Honorable Commissioner Ryan Schwebach  
Torrance County Commission Chair  
PO Box 48  
Estancia, NM 87016

Through Tracey Master, DWI Coordinator

Dear Commissioner Schwebach:

Attached is the DWI Grant Agreement for the project #21-D-G-31 for your review and approval. **Please note that original signatures are required on page 8 of two copies of the Agreement.** Once signed, return two original copies of the Agreement to the LDWI Program Manager for execution. We will return to you one fully executed Agreement for your files.

Reimbursement requests for expenditures must be completed on the approved LDWI Program forms and include back up documentation for each expenditure.

If you have any questions or require additional information, please feel free to contact me, at (505) 827-4951.

Sincerely,

*Julie m. Krupcale*

Julie Krupcale, DWI Bureau Chief  
Local Government Division

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION  
DWI GRANT PROGRAM

DWI GRANT AGREEMENT  
Program No. 21-D-G-31

**THIS GRANT AGREEMENT** is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the “**Division**,” and the County of Torrance, hereinafter called the “**Grantee**,” collectively called “**the Parties**.”

**WITNESSETH:**

**WHEREAS**, this Grant Agreement is made by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, and the Grantee, pursuant to the Local Driving While Intoxicated (“LDWI”) Grant Program Act Sections 11-6A-1 through 11-6A-6, NMSA 1978, as amended (the “Act”) and the LDWI Grant Program Regulations 2.110.4 NMAC (the “Regulations”); and

**WHEREAS**, on April 28, 2020, the DWI Grant Council awarded the Grantee **\$70,000.00** to support programs, services and activities to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico (“Program”); and

**NOW, THEREFORE**, the Parties mutually agree as follows:

**ARTICLE I - SCOPE OF WORK**

- A. The Grantee agrees that it will implement, in all respects, the activities outlined in its Program Description, attached hereto as Exhibit “A” and made a part of this Grant Agreement.
- B. The Grantee agrees to make no change to the Program Description herein described without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change.

**ARTICLE II - LENGTH OF GRANT AGREEMENT**

- A. The term of this Grant Agreement shall become effective **July 1, 2020** and will terminate on **June 30, 2021**.
- B. The General Appropriation Act of 2020, Section 3, General Provisions (C) states: “Amounts set out in Section 4 of the General Appropriation Act of 2020, or so much as may be necessary, are appropriated from the indicated source for expenditure in the fiscal year 2021 for the objects expressed”. Per Section 11-6A-6(E) of the Act, any unexpended funds at the end of a fiscal year revert to the Local DWI Grant Fund.

## ARTICLE III - REPORTS

### A. Evaluation

1. The Grantee agrees to systematically collect, analyze and use data to examine programs, initiatives and policies by looking at both the process and the outcomes to assess their effectiveness. The Grantee agrees to review and update the existing evaluation plan periodically throughout the fiscal year.
2. The Grantee agrees that data entered into the DWI Screening Program, which includes the Managerial Data Set (MDS) Database, is complete, accurate and allows the Department of Finance and Administration's (DFA) designated evaluation contractor to develop and implement an evaluation system and/or to provide relevant reports derived from the available data.
3. In order that the Division may adequately evaluate the progress of the Local DWI grant program statewide, the Grantee shall provide within 30 days, upon request of DFA's evaluator(s), information and access to program records and records of contractors working for the Grantee, provided that such information will not contain any "individually identifiable health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA" or "HIPAA Regulations").

### B. Progress Reports

1. In order that the Division may adequately evaluate the progress of the Grant Agreement, the Grantee shall provide periodic quarterly Progress Reports to the Division. The Progress Reports shall contain a narrative and/or bulleted highlights of successes and challenges, a detailed budget breakdown of expenditures to date which includes expenditure back-up documentation, a summary of screening fees collected and/or expended, the DWI Screening Program Quarterly Report, the MDS Quarterly Report, LDWI Planning Council meeting agendas and minutes, attached hereto as Exhibit "B" (Quarterly Progress Report and Certification), and such other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation. The first quarterly Progress Report is due **October 30, 2020**.
2. Grantee assures that Progress Reports submitted to the Division will not contain any "individually identifiable health information" in accordance with HIPAA.
3. One copy of the corresponding quarterly Progress Report shall be submitted to the Division no later than **October 30, 2020, January 29, 2021, and April 30, 2021** for review and comment.

### C. Final Report

1. The Grantee shall submit to the Division one copy of the Final Report for this Program. The Final Report shall include the information called for in Article III,

Paragraph B(1) and B(2) for the fourth quarter. This requirement shall survive the termination of this Grant Agreement.

2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the Program and shall be submitted no later than **July 9, 2021.**

D. Annual Report

1. The Grantee shall submit to the Division one copy of the Annual Report for this Program. The Annual Report shall include the data from the DWI Screening Program, including the demographic profile of the DWI offender and the MDS data reports for the entire term of the Grant Agreement, highlights for the period, and other information requested by the Division, in the format provided by the Division. This requirement shall survive the termination of this Grant Agreement.
2. The Annual Report shall be submitted no later than **July 30, 2021.**

**ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT**

- A. In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the Division shall pay the Grantee a sum not to exceed **Seventy Thousand Dollars and no Cents (\$70,000.00)**. The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C (1)", which by this reference are fully incorporated into this Grant Agreement. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the budget without the prior written approval of the Division.
- B. It is understood and agreed that if any portion of the funds set forth in Paragraph IV (A) are not expended at the completion of this Grant Agreement period for the purpose designated in this Grant Agreement, the unexpended funds shall revert to the Division for disposition.
- C. All payments will be made on a reimbursement of actual cost basis upon receipt by the Division of individual quarterly Progress Reports accompanied by the following completed forms: Request for Payment Form, attached hereto as Exhibit "D" and "D(1)"; and Detailed Breakdown By Budget Line Item Form, including Screening Fees Collected, attached hereto as Exhibit "G." Request for Payment Forms shall specify all in-kind administrative costs and any capital expenditures.
- D. Payment shall be made only for those services specified in this Grant Agreement and not funded by any other public-entity funding source. **The Grantee shall not bill the Division for the same service or services billed to another funding agency or source.**

**ARTICLE V - MODIFICATION AND TERMINATION**

- A. The Division, by written notice to the Grantee, shall have the right to immediately terminate this Grant Agreement at any time if, in the judgment of the Division, the

provisions of this Grant Agreement are violated or the activities described in the Program Description do not progress satisfactorily. In this regard, the Division may demand refund of all or part of the funds dispersed to the Grantee.

- B. The Parties may modify any and all terms and conditions of the Grant Agreement by mutual written agreement.
- C. Early Termination for Convenience: Except as provided in Article X, Appropriations, and Article V, Paragraph A, above, either the Division or Grantee may terminate this Grant Agreement by providing the other party with a minimum of thirty (30) days' advance, written notice of the termination.
- D. Liability in the Event of Early Termination: In the event of early termination of this Grant Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
  - a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
  - b. Incurred on or before the termination date in the notice of early termination;
  - c. For permissible purposes under this Grant Agreement's Program Description and procured and executed in accordance with applicable law; and
  - d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Grant Agreement.

#### **ARTICLE VI - CERTIFICATION**

The Grantee hereby assures and certifies that it will comply with all State regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the grant that:

- A. It has the legal authority to receive and expend the funds as described in the Program Description.
- B. It shall meet all requirements of the Act and the Regulations and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Grant Agreement and provide verification thereof to the Division.
- C. It shall finance all costs of the Program, including all Program overruns.
- D. Every treatment facility, program or other provider it contracts with to perform the activities that are subject to this Grant Agreement, shall, at all times, comply with all applicable State and federal laws and regulations and any and all licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provision: "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any and all licensure requirements governing its program and facility." The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.
- E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199,

NMSA 1978. All professional services, activities or programs provided through a service provider must be implemented through a professional service contract. **The Grantee will submit all Program related contracts, and agreements to the Division for review and approval prior to execution. Amendments to existing contracts must also be submitted to the Division for review and approval prior to execution.**

Without limiting the foregoing, Grantee shall be **required** to complete a request-for-proposal (RFP) for contracts over \$60,000; provided, however, that if the Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed. Sole Source contracts can be utilized if written justification is provided confirming that the organization is the only one in the area that can provide the services, which are uniquely and substantially related to the intended purposed of the contract. The Grantee shall be required to submit to the Division written documentation describing the reason(s) for sole source contracting prior to entering into the contract. Grantee shall adhere to all applicable provisions and requirements set forth in the State Procurement Code.

- F. It will adhere to all financial and accounting requirements of the Department of Finance and Administration.
- G. It will comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of State DWI grant funds.
- H. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for any use other than those specified in the scope of work as defined in the Grant Agreement without the prior approval of the Division.
- I. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.
- J. It will comply with all applicable HIPAA requirements and regulations.

#### **ARTICLE VII - RETENTION OF RECORDS**

All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC. The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

#### **ARTICLE VIII - REPRESENTATIVES**



- A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Program:

Name: Tracey Master  
Title: Coordinator  
Address: PO Box 48  
Estancia, NM 87016

Phone: (505) 705-0332  
Email: tmaster@tcnm.us

- B. The Division designates the person listed below as its Program Manager, responsible for overall administration of this Grant Agreement, including compliance and monitoring of Grantee:

Name: Julie Krupcale  
Title: DWI Bureau Chief  
Address: Department of Finance and Administration  
Local Government Division  
Bataan Memorial Building, Suite 203  
Santa Fe, NM 87501

Phone: (505) 827-4951  
Email: Julie.Krupcale@state.nm.us

#### **ARTICLE IX - SPECIAL CONDITIONS**

- A. The Grantee shall budget and expend a minimum of **10 percent** of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not budget administrative expenses except as in-kind match pursuant to the DWI Grant Council's administrative policy. The Grantee hereby budgets **Seventeen Thousand Nine Hundred Four Dollars and No Cents (\$17,904.00) (26%)** as its matching funds commitment.
- B. The Grantee shall not budget, nor at any time exceed, expenditures greater than **ten percent** of its overall grant funding for capital purchases incurred during the grant period.
- C. The Grantee shall submit to the Division written copies of the description of the **treatment program protocol by July 31, 2020**, for review and comment. All changes and modifications made to the treatment program, including its materials, shall be reported to the Division for its review and comment, as necessary.
- D. The Grantee shall submit to the Division written copies of the description of the **screening program protocol by July 31, 2020**, for review and comment. All changes and modifications made to the screening program, including its materials, shall be reported to the Division for its review and comment.
- E. The Grantee shall submit to the Division written copies of the description of the

**compliance monitoring program protocol by July 31, 2020**, for review and comment. All changes and modifications made to the compliance monitoring program, including its materials, shall be reported to the Division for its review and comment.

- F. The Grantee shall submit **LDWI Planning Council by-laws by July 31, 2020**.
- G. **The Grantee shall enter screening and tracking data online in the DWI Screening Program. Data shall be entered and maintained, at a minimum on a quarterly basis.**
- H. **The Grantee shall enter the prevention and enforcement goals and activities online in the MDS database. Data shall be entered and maintained on a quarterly basis.**
- I. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Grant Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this Grant Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, NMSA 1978.

#### **ARTICLE X - APPROPRIATIONS**

The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between the Grantee and third parties that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

#### **ARTICLE XI – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT**

Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) grant agreement. If the Division terminates the grant agreement, the County of Torrance may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the County of Torrance's only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date.”

**[Remainder of page intentionally left blank.]**

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

**THIS GRANT AGREEMENT** has been approved by:

**TORRANCE COUNTY**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
(Type or Print Name)

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

By: \_\_\_\_\_ Date \_\_\_\_\_  
Donnie Quintana, Director

## EXHIBIT "A"

### PROJECT DESCRIPTION

Name of Grantee: Torrance County

Grant No.: 21-D-G-31

Grant Amount: \$70,000.00

**Grantee will provide DWI program activities in the following areas:**

#### **1. Prevention:**

Prevention is the active process that promotes the personal, physical and social well-being of individuals, families and communities to reinforce positive behaviors and healthy lifestyles. The term "prevention" is reserved for interventions that occur before the initial onset of a disorder. Prevention programs shall focus on the prevention of alcoholism, alcohol abuse, underage drinking, alcohol related domestic violence and DWI.

Prevention activities funded by LDWI will be shown to increase life skills and/or decrease risk factors that positively impact the rates of DWI and/or alcohol abuse. LDWI funds may be used to support the assessment, capacity, planning, implementation, and evaluation of such activities. Staff development (such as training required for certification) is an allowable prevention activity.

While funds for prevention can be budgeted in any allowable budget category, all funds spent on prevention should be in support of prevention activities identified and approved as part of a systematic planning process.

Prevention activities funded with LDWI grant funds should be either evidence-based or promising activities. DWI programs must be able to document compliance with this requirement.

#### **2. Enforcement:**

Overtime for officers to support sobriety checkpoints, directed patrols and underage drinking enforcement will be supported through the LDWI grant program.

#### **3. Screening:**

The grant **requires** a county-wide screening program that addresses all municipal, district and magistrate court referrals related to DWI. Other referrals addressing DWI-related issues may also be handled from schools and the probation and parole system. Programs must use the DFA-approved screening program.

The program **shall** use screening fees to self-fund the screening costs to the fullest extent possible. The fee structure shall include an appropriate sliding-fee schedule, based on earning capacity of offenders, to assist those offenders who are unable to pay the full fees.

The screening program shall not be provided by an alcoholism treatment program serving the judicial districts involved in order to avoid conflict of interest or screening bias. *See* NMSA 1978, § 43-3-11(D).

#### **4. Treatment: Outpatient/Jail based**

Treatment is an array of individual, family, group or social program or activity alternatives directed to intervene and address DWI, alcohol problems, alcohol dependence, alcoholism or alcohol abuse. Treatment seeks to reduce the consumption of alcohol, to support abstinence and recovery from drinking alcohol, and

to improve physical and emotional health, family and social relationships, well-being, and general quality of life.

The competitive grant and distribution funding supports outpatient treatment services and jail based services that address alcohol abuse or alcohol dependence issues, as related to DWI and the prevention of repeated DWI offenses for offenders with current DWI convictions. Treatment providers can be contracted or on staff. Treatment providers must be licensed to practice in the State of New Mexico and must follow evidence-based treatment practices.

The treatment programs shall include a treatment assessment. This assessment shall be administered at admission and again at discharge for outpatient treatment. An individual treatment plan must be provided for each offender. The treatment program will address motivational, therapeutic and psycho-educational approaches to assist the DWI offenders, and their family/collateral support system when feasible and appropriate, in (1) consideration for change of risk-taking behavior and (2) consideration for continued treatment and/or recovery maintenance.

The Children, Youth and Families Department (CYFD) has the statutory authority to oversee the Court Ordered Domestic Violence Offender Treatment and Intervention Programs (DVOTI). Any LDWI program funds used to supplement county DVOTI programs must adhere to the CYFD rule on DVOTI's, NMAC 8.8.7. DVOTI funded programs/personnel must participate in LDWI Planning Council meetings and coalition meetings.

**5. Compliance Monitoring/Tracking:**

The grant supports a compliance monitoring/tracking component, which strengthens tracking, follow-up, and supervised probation-type efforts with DWI offenders to assist courts in the monitoring for compliance of offenders with court imposed sentencing (i.e., screening, treatment, ignition interlock, DWI School, etc.) Compliance monitoring follow-up may also include community service supervision. All programs must use the State selected screening and tracking instrument. Programs that fund supervised probation-type services must follow the Misdemeanor Compliance Program Guidelines issued by the Administrative Office of the Courts (AOC).

**6. Coordination, Planning, and Evaluation:**

The grant supports Coordination, Planning and Evaluation administered by a professional responsible for oversight of all LDWI program efforts: monitoring all activities; budgeting, planning and funding requests; development, maintenance and reporting of all reporting requirements; evaluation of the grant program progress and impact; submission of all required financial and program reports; staffing the LDWI Planning Council; attendance at DWI Grant Council meetings and at the LDWI Bureau workshops.

**7. Alternative Sentencing:**

Alternative sentencing provides the courts with sentencing alternatives to traditional incarceration, including electronic monitoring devices, alcohol monitoring devices, community custody, DWI Courts, and Teen Courts.

Teen court funding is limited to \$30,000 for the operation of teen courts. All teen courts funded through the LDWI grant program must adhere to the Juvenile Adjudication Fund Guidelines, which can be found on the DFA website. All DWI courts must follow AOC specialty court guidelines.

**EXHIBIT "B" QUARTERLY REPORT CHECKLIST AND CERTIFICATION  
DISTRIBUTION/DWI GRANT**

**Grantee:** \_\_\_\_\_

**Quarter:** \_\_\_\_\_

<b>To be completed by DWI Coordinator</b>	<b>To be completed by LDWI Program Manager</b>
Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation	Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation
Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation <input type="checkbox"/> Backup Documentation of screening fees collected and spent	Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation <input type="checkbox"/> Backup Documentation of screening fees collected and spent
<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report	<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report
<input type="checkbox"/> Complete, Review & Attach Managerial Data Set (MDS) Quarterly Report	<input type="checkbox"/> Review Managerial Data Set (MDS) Quarterly Report
<input type="checkbox"/> Complete, Review & Attach Screening & Tracking Quarterly Report	<input type="checkbox"/> Review Screening & Tracking Quarterly Report
<input type="checkbox"/> LDWI Planning Council Meeting Agenda and Minutes (Signed) <input type="checkbox"/> Planning Council Meeting Sign In Sheet(s)	<input type="checkbox"/> LDWI Planning Council Meeting Agenda and Minutes (Signed) <input type="checkbox"/> Planning Council Meeting Sign In Sheet(s)
<input type="checkbox"/> Successes/Challenges	<input type="checkbox"/> Successes/Challenges

Under penalty of law, I hereby certify that all payments made from LDWI grant and distribution monies were verified and accounted for by locally implemented policies and controls; no "individually identifiable health information" as defined by the HIPAA Regulations has been included in the report; and that to the best of my knowledge and belief, the information contained in this report is correct and true and that no other funding source is reimbursing these specific expenditures.

\_\_\_\_\_  
Program Representative Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
County/City Official Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**FOR DFA USE ONLY**

I certify that I have reviewed the attached documents for accuracy.

\_\_\_\_\_  
LDWI Program Manager Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**Local DWI Grant Program  
Revenue/Expenditure Summary**

**Grantee  
Torrance County**

**Grant No.: 21-D-G-31**

**Total Grant**

**\$70,000.00**

REVENUES BY SOURCE	EXPENDITURES BY LINE ITEM	Grant	In-Kind Match***	TOTAL
	<b>ADMINISTRATIVE*</b>			
Local DWI Program Grant	Personnel Services		0.00	0.00
	Employee Benefits		0.00	0.00
In-Kind Match:				
Program Generated Fees				
County				
City				
Judicial/Courts				
Other (list):				
<b>Drug Education Fund</b>				
	Personnel Services	34,752.00	1,000.00	35,752.00
	Employee Benefits	5,548.00	0.00	5,548.00
	Travel (In-State)	1,252.00	0.00	1,252.00
	Travel (Out-of-State)	0.00	0.00	0.00
	Supplies	698.00	2,000.00	2,698.00
	Operating Costs	600.00	14,904.00	15,504.00
	Contractual Services	27,150.00	0.00	27,150.00
	Minor Equipment	0.00	0.00	0.00
	Capital Purchases**	0.00	0.00	0.00
<b>TOTAL REVENUES</b>	<b>TOTAL EXPENDITURES</b>	<b>70,000.00</b>	<b>17,904.00</b>	<b>87,904.00</b>

\* Administrative is allowed only as In-Kind Match

\*\*Capital purchases must have prior approval from DFA/LDWI.

\*\*\* In-Kind Match must be at least 10% of Grant Expenditure total  
10%= 7,000.00

**LOCAL DWI GRANT PROGRAM  
Request For Payment/Financial Status Report  
by Component**

**Grant:**

	<u>Budget</u>
Prevention	14,750.00
Enforcement	2,500.00
Screening	0.00
Treatment: Outpatient/Jailbased	10,228.00
Compliance Monitoring/Tracking	0.00
Coordination, Planning & Evaluation	38,700.00
Alternative Sentencing	3,822.00
<b>Totals:</b>	<b>70,000.00</b>

ck

Torrance County  
PO Box 318  
Estancia, NM 87016  
505-705-0332  
21-D-G-31

**In-Kind Match:**

	<u>Budget</u>
Prevention	2,400.00
Enforcement	0.00
Screening	500.00
Treatment: Outpatient/Jailbased	1,000.00
Compliance Monitoring/Tracking	0.00
Coordination, Planning & Evaluation	14,004.00
Alternative Sentencing	0.00
<b>Totals:</b>	<b>17,904.00</b>

ck 17,904.00

**Tot. Bud. Expd:** 87,904.00 ck

87,904.00





**LOCAL DWI GRANT PROGRAM**  
Request For Payment/Financial Status Report

Payment Request No.: 1

I. A. Grantee:		Torrence County		II. Payment:		A. Grant Award:		\$70,000.00	
B. Address:		PO Box 318 Estancia, NM 87016		B. Funds Received To Date:		C. Amount Requested This Payment:		\$0.00	
C. Telephone No.:		505-705-0332		D. Grant Balance:		D. Grant Balance:		\$0.00	
D. Grant No.:		21-D-G-31		III. Report Period Ending:		Enter Date-->		\$70,000.00	
Budget Line Items	Grant			In-Kind Match			Total YTD Expenditures	Total YTD Expenditures	
	Approved Budget	Expenditures This Request	Remaining Budget	Expenditures This Request	Remaining Budget	Expenditures			
ADMINISTRATIVE									
Personnel Services				0.00	0.00		0.00	Per. Serv.	
Employee Benefits				0.00	0.00		0.00	Empl. Ben.	
PROGRAM									
Personnel Services	34,752.00	0.00	34,752.00	0.00	0.00	1,000.00	0.00	Per. Serv.	
Employee Benefits	5,548.00	0.00	5,548.00	0.00	0.00	0.00	0.00	Empl. Ben.	
Travel (In-State)	1,252.00	0.00	1,252.00	0.00	0.00	0.00	0.00	Travel In	
Travel (Out-of-State)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Travel Out	
Supplies	698.00	0.00	698.00	0.00	0.00	2,000.00	0.00	Supplies	
Operating Costs	600.00	0.00	600.00	0.00	0.00	14,904.00	0.00	Operating	
Contractual Services	27,150.00	0.00	27,150.00	0.00	0.00	0.00	0.00	Contractual	
Minor Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Minor Equip.	
Capital Purchases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Capital Purch	
<b>TOTALS</b>	<b>70,000.00</b>	<b>0.00</b>	<b>70,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>17,904.00</b>	<b>0.00</b>	<b>0.00</b>	

**CERTIFICATION:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Grantee Fiscal Officer (Printed Name and Title)	Grantee Representative (Printed Name and Title)
Date	Date
Local Government Division Fiscal Officer	Local Government Division Program Manager
Date	Date

(DFALocal Government Division Use Only)

**LOCAL DWI GRANT PROGRAM**  
Request for Payment/Financial Status Report  
Breakdown By Component

Grantee: Torrance County  
Grant No.: 21-D-G-31  
Request No. 1

Total Grant Funds Requested This Request: 0.00  
Total In-Kind Match This Request: 0.00  
Total Expenditures Reported This Request: 0.00

<u>Grant:</u>	<u>Budget</u>	<u>This Request</u>	<u>Remaining Budget</u>	<u>Expenditures YTD</u>
Prevention	14,750.00	0.00	14,750.00	0.00
Enforcement	2,500.00	0.00	2,500.00	0.00
Screening	0.00	0.00	0.00	0.00
Treatment: Outpatient/Jailbased	10,228.00	0.00	10,228.00	0.00
Compliance Monitoring/Tracking	0.00	0.00	0.00	0.00
Coordination, Planning & Evaluation	38,700.00	0.00	38,700.00	0.00
Alternative Sentencing	3,822.00	0.00	3,822.00	0.00
<b>Totals:</b>	<b>70,000.00</b>	<b>0.00</b>	<b>70,000.00</b>	<b>0.00</b>

<u>In-Kind Match:</u>	<u>Budget</u>	<u>This Request</u>	<u>Remaining Budget</u>	<u>Expenditures YTD</u>	<u>Additional In-Kind Match</u>
Prevention	2,400.00	0.00	2,400.00	0.00	
Enforcement	0.00	0.00	0.00	0.00	
Screening	500.00	0.00	500.00	0.00	
Treatment: Outpatient/Jailbased	1,000.00	0.00	1,000.00	0.00	
Compliance Monitoring/Tracking	0.00	0.00	0.00	0.00	
Coordination, Planning & Evaluation	14,004.00	0.00	14,004.00	0.00	
Alternative Sentencing	0.00	0.00	0.00	0.00	
<b>Totals:</b>	<b>17,904.00</b>	<b>0.00</b>	<b>17,904.00</b>	<b>0.00</b>	<b>0.00</b>

Total Expenditures This Reimbursement: 0.00 ↔  
Total Expenditures Year to Date: 0.00 ↔  
Total Additional In-Kind Match Year to Date: 0.00

Checks:  
0.00  
0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

\_\_\_\_\_  
Grantee Representative (Signature) Title Date

## Exhibit G - Grant

Detailed Breakdown By Line Item  
LOCAL DWI PROGRAM

County/ Municipality: \_\_\_\_\_  
 Grant No.: \_\_\_\_\_  
 Request No.: \_\_\_\_\_

Total Grant Funds Requested This Request: 0.00  
 Total In-Kind Match This Request: 0.00  
 Total Expenditures Reported This Request: 0.00

### Grant Expenditures:

**ADMINISTRATIVE**

*Administrative expenses are not allowed.*

<b>PROGRAM</b>				<u>Amount</u>	<u>Component</u>
<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Document Identifier</u>		
Personnel Services					
				Total Personnel Services:	0.00
<b>Employee Benefits</b>				<u>Amount</u>	<u>Component</u>
<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Document Identifier</u>	<u>Description</u>	
				Total Employee Benefits:	0.00
<b>Travel (In-State)</b>				<u>Amount</u>	<u>Component</u>
<u>Date of Travel &amp; Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	

Exhibit G- Grant

Total Travel (In-State): 0.00

**Travel (Out-of-State)**

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component
					Total Travel (Out-of-State):	0.00

**Supplies (\*List Prevention Giveaways/Promotional Items separately below)**

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component
					Total Supplies:	0.00

**\*Prevention Giveaways/Promotional Items**

**Operating Costs**

Date(s) Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component
					Total Operating Costs:	0.00

**Contractual Services**

Period Covered	Check Date	Vendor	Description	Document Identifier	Amount	Component
					Total Contractual Services:	0.00

**Minor Equipment**

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component
					Total Minor Equipment:	0.00

Exhibit G- Grant

**Capital Purchases**

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>

**Total Capital Purchases: 0.00**

**Total Grant Fund Reimbursement Request: 0.00**

Check: 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

\_\_\_\_\_ Grantee Representative (Signature)

\_\_\_\_\_ Title

\_\_\_\_\_ Date

## Exhibit G - Grant In-Kind Match

Detailed Breakdown By Line Item  
LOCAL DWI PROGRAM

County/ Municipality: 0  
 Grant No.: 0  
 Request No.: 0

Total Grant Funds Requested This Request: 0.00  
 Total In-Kind Match This Request: 0.00  
 Total Expenditures Reported This Request: 0.00

**In-Kind Match Expenditures:**

**ADMINISTRATIVE**  
Personnel Services

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
Total Personnel Services:					0.00	

**Employee Benefits**

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
Total Employee Benefits:					0.00	

**PROGRAM**  
Personnel Services

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
Total Personnel Services:					0.00	

**Employee Benefits**

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
Total Employee Benefits:					0.00	

**Travel (In-State)**

Exhibit G - Grant In-Kind Match

<u>Date of Travel &amp; Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
					<b>Total Travel (In-State):</b>	0.00
<b>Travel (Out-of-State)</b>						
<u>Date of Travel &amp; Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
					<b>Total Travel (Out-of-State):</b>	0.00
<b>Supplies</b>						
<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
					<b>Total Supplies:</b>	0.00
<b>Operating Costs</b>						
<u>Date(s) Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
					<b>Total Operating Costs:</b>	0.00
<b>Contractual Services</b>						
<u>Date(s) Incurred</u>	<u>Vendor / Contractor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
					<b>Total Contractual Services:</b>	0.00
<b>Minor Equipment</b>						
<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
					<b>Total Minor Equipment:</b>	0.00
<b>Capital Purchases</b>						
<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
					<b>Total Capital Purchases:</b>	0.00

Exhibit G - Grant In-Kind Match

Total In-Kind Match: 0.00

Check: 0.00

<u>Additional In-Kind Match</u>	<u>Total Amount</u>	<u>Fee Amount &amp; Source</u>	<u>Additional Sources</u>
Prevention			
Enforcement			
Screening			
Domestic Violence			
Treatment: Outpatient/Jail based			
Compliance Monitoring/Tracking			
Coordination, Planning, & Evaluation			
Alternative Sentencing			

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

\_\_\_\_\_  
Grantee Representative (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**EXHIBIT "I" ENFORCEMENT ACTIVITY REPORT  
DFA/LOCAL GOVERNMENT DIVISION LDWI PROGRAM**

GRANTEE: \_\_\_\_\_ Report Period: \_\_\_\_\_

**COMPLETE ONE FORM FOR EACH TYPE OF ACTIVITY CONDUCTED**

ENFORCEMENT ACTIVITIES:  Underage Enforcement     Checkpoint     Directed Patrol  
Other \_\_\_\_\_

Date Activity Conducted:		Number of Officers	
Location of Activity:	Start Time:	End Time:	Additional Funds Used For Activity  Source(s):  Total Amount: \$ _____
# DWI Arrests		# Under 21 Possession Citations:	
# Other Arrests		# Open Container Citations	
# Written Warnings		# Other Citations	

Officer Name	Dates Worked	Total Hours Worked	Hourly Rate	Total Paid
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>Totals</b>		<b>0.00</b>		\$ -



*Agenda Item  
No. 12-D*



# Torrance County Board of Commissioners

Meeting 6/10/2020

Item 12D

Departments: DWI & Manager

Prepared by: Tracey Master

Janice Y. Barela

## **Title: DWI: Motion to approve contract between Torrance County and Adrian Ortiz for Teen Court Services**

### **Sponsor:**

DWI: Tracey Master, DWI Prevention Program Coordinator

### **Action:**

Request approval of contract with Adrian Ortiz to provide Teen Court Services.

### **Summary:**

Torrance County was awarded the Local DWI Grant in the amount of \$70,000 for FY21. The DWI Program's Scope of Work includes alternative sentencing, the Teen Court Program. The County currently has a grant-funded professional services contract with Adrian Ortiz for the coordination and administration of the County's Teen Court Program, along with Prevention Specialist services related to drug and alcohol prevention in underage individuals. The current contract with Mr. Ortiz expires June 30, 2020. The new contract, if approved, will begin July 1, 2020, and will expire June 30, 2021. This new contract will continue to be 100% grant-funded.

### **Significant Issues:**

None.

### **Financial:**

This contract is completely funded through the Local DWI Grant. Upon the County's receipt of a detailed invoice describing services provided, Mr. Ortiz will be paid on a monthly basis \$22.00/hour, inclusive of all salary, supplies, mileage/per diem, telephone allowance and administrative costs, plus applicable New Mexico Gross Receipts Tax. The total amount of compensation shall not exceed \$43,382.

### **Staff Recommendation:**

Approval.



## TORRANCE COUNTY PROFESSIONAL SERVICES AGREEMENT

### TEEN COURT COORDINATOR

FY2021-DWI-01

THIS AGREEMENT is made and entered into by and between **Torrance County, New Mexico** (hereinafter referred to as the “**County**”), and **Adrian Ortiz** (hereinafter referred to as “**Contractor**”).

**WHEREAS**, the County is in need of professional services to conduct the coordination and administration of its Teen Court program and Prevention Specialist services related to drug and alcohol prevention in underage individuals; and

**WHEREAS**, Contractor is qualified to provide such services; and

**WHEREAS**, the County desires to engage Contractor to render certain services in connection therewith, and Contractor is willing to provide such services;

**NOW, THEREFORE**, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

#### 1. SCOPE OF SERVICES.

Contractor shall perform all services as requested by the County, including, but not limited to, the following services (hereinafter the “**Services**”) in a satisfactory and proper manner as determined by the County:

- a. Provide coordination, evaluation – including impact and outcome, review and refinement of the existing Torrance County Teen Court Program;
- b. Network with other such programs in New Mexico and maintain status as a “member in good standing” of the New Mexico Teen Court Association (NMTCA). This will include attendance at NMTCA trainings and quarterly meetings;

- c. Recruit and train adults to serve as guest judges and youth to serve as volunteer jurors; receive and screen referrals to the program; make initial contact with youth and parents or guardians to schedule initial interview; attend all Teen Court sessions; prepare or assist in the preparation of Teen Court forms; prioritize cases; assign cases specific times and locations; assign past defendants to cases; coordinate and supervise all trials, which may be conducted outside of traditional work hours (evenings and weekends);
- d. Become an active participant of the Estancia Valley Youth and Family Council (formerly known as the Tri-County Juvenile Justice Board), attending a minimum of six meetings per year.
- e. Become an active participant of the Partnership for a Healthy Torrance Community/Substance Abuse Prevention Core Team, attending a minimum of six meetings per year.
- f. Network with and maintain open communication with potential referral agencies, including but not limited to Juvenile Parole and Probation, Estancia Valley Youth and Family Council, law enforcement agencies, courts, and school administrators, and seek input from agencies toward improvement of the program;
- g. Publicly promote the Torrance County Teen Court Program and disseminate a variety of prevention information, prepare prevention and outreach materials for health fairs and other related events, participate in community health and safety fairs throughout the year, including the Annual Torrance County Suicide Awareness/Prevention 5k Walk/Run, the Torrance County Health Fair, and other community events as they become advertised.
- h. Provide targeted drug and alcohol prevention to youth who are referred to Teen Court for substance-related offenses. This prevention may be in the form of evidence-based curricula, general prevention education, or speakers;
- i. Submit required reports to the Torrance County DWI Program Coordinator by quarterly deadlines and provide oral reports to the Torrance County DWI Planning Council, and other agencies as requested;
- j. Conduct evaluation of alcohol and substance abuse prevention efforts to determine the effectiveness of such efforts as they pertain to teen court youth. This will be conducted by the development and use of pre- and post-tests.
- k. Oversee and direct the administering of drug and alcohol tests of teen court clients who are sentenced to same for alcohol- and/or drug-related offenses. Positive drug test results will be reported to the Torrance County DWI Prevention Program Coordinator, referring agency and parent(s).
- l. Provide a minimum of three Alive@25 driver improvement classes.

## 2. TERM.

Services of Contractor shall commence on July 1, 2020 and shall be undertaken and completed in such sequences as to assure their expeditious completion in light of the purposes of this Agreement, provided, however, that the initial term hereof ends on June 30, 2021.

## 3. COMPENSATION AND METHOD OF PAYMENT.

For performing the Services specified in Section 1 of this Agreement, the County agrees to pay Contractor on a monthly basis the sum of \$22.00/hour, inclusive of all salary, supplies, mileage/per-diem, telephone allowance, and administrative costs, plus applicable New Mexico Gross Receipts Tax. Compensation will be disbursed as follows: Contractor will provide a detailed invoice describing services provided and will be compensated at the rate of \$22.00/hour, plus New Mexico Gross Receipts Tax, following the end of the month. Total amount of compensation, including gross receipts tax, shall not exceed \$43,382.

Such amount shall be payable monthly upon the submission and approval of a statement for Teen Court Coordinator/Prevention Specialist Services. Payments to Contractor shall be made as determined by the budgetary and fiscal guidelines of the County. The County will send payment within 30 days to the County's receipt of the statement to:

Adrian Ortiz  
45 Robert Drive  
Estancia, NM 87016

***ALL INVOICES MUST BE RECEIVED BY THE TORRANCE COUNTY DWI PREVENTION PROGRAM NO LATER THAN JUNE 15, 2021. INVOICES RECEIVED AFTER SUCH DATE WILL NOT BE PAID.***

## 4. TERMINATION.

- a. This Agreement may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no less than fifteen (15) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
- b. This Agreement may be terminated in whole or in part in writing by either party for its convenience, provided that the other party is given 1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

- c. If termination for default is instituted by the County, an equitable adjustment in the price provided for in this Agreement may be made, but (1) no amount shall be allowed for anticipated profit on unperformed services for other work, and (2) any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the County because of the Contractor's default. Upon termination, Contractor will be paid a reasonable amount for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Contractor relating to commitments which have become firm prior to the termination.
- d. Upon receipt of a termination action under Paragraph (a) or (b) above, the Contractor shall 1) promptly discontinue all affected work (unless the notice directs otherwise) and 2) deliver or otherwise make available to the County all data, reports, and such other information and materials as may have been accumulated by the Contractor in performing its contract, whether completed or in process.
- e. Upon termination under Paragraphs (a) or (b) above, the County may take over the work and may award another party a contract to complete the work under this Agreement.
- f. If after termination for failure of the Contractor to fulfill contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the County. In such an event, adjustment of the agreement price shall be made as provided in Paragraph © of this clause.

#### **5. AUDIT ACCESS TO RECORDS.**

- a. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of County funded work under this contract in accordance with generally accepted accounting practices consistently applied. The Contractor shall also maintain the financial information and data used in the preparation or support of any cost submission. The County or any of its authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours both before and after payment, the Contractor will provide proper facilities for such access and inspection.
- b. Audits conducted under this provision shall be in accordance with generally accepted auditing standards, and with established procedures and guidelines of the reviewing or audit agency or agencies.

**6. RELEASE ON FINAL PAYMENT.**

The Contractor, upon final payment of the amounts due and under this Agreement, releases the County, its officers and employees from all liabilities, claims, and obligation whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed in this Agreement by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority. Payments on this Agreement shall not foreclose the County's right to recover excessive or illegal payments.

**7. CONFIDENTIALITY.**

Any information that the Contractor receives or develops in the performance of this Agreement shall be kept confidential and the Contractor shall not make such information available to any individual or organization without the County's prior written approval.

**8. PRODUCT OF SERVICE.**

All documents that the Contractor develops or acquires under this Agreement, shall become the County's property and shall be delivered if so requested to the County no later than the final termination of this Agreement.

**9. CONFLICT OF INTEREST.**

The Contractor warrants that it presently has no interest, and shall not acquire any interest, directly or indirectly, that would conflict in any manner or degree with the performance of services required under this Agreement. When and if such provisions become applicable, the Contractor shall promptly provide a written disclosure to the County Manager.

**10. AMENDMENT.**

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties. No amendment shall be effective or binding until approved by the Torrance County Board of Commissioners.

**11. MERGER.**

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



**12. WAIVER.**

No waiver of any breach of this Agreement or any of the terms or conditions thereof shall be held to be a waiver of any other or subsequent breach, nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

**13. APPROPRIATIONS.**

This Agreement's terms, including the initial and any extended terms, are contingent upon the County making sufficient appropriations and authorization for the performance of this Agreement. If the County does not make sufficient appropriations and authorizations, this Agreement shall, notwithstanding the provisions of Paragraph 1 and 2, above, terminate immediately upon the County giving written notice to the Contractor.

The County's decision whether sufficient appropriations are available shall be accepted by the contractor and shall be final.

**14. EQUAL OPPORTUNITY COMPLIANCE.**

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

**15. NOTICE.**

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

## **16. INDEMNITY.**

The Contractor will indemnify and hold harmless the County, including payment of costs and attorney fees, against all claims, suits, liability or damages which may be brought, found or levied against the County as a result or arising out of the services and actions of the Contractor under this Agreement, provided that this indemnity will not apply to the County's gross negligence or intentional torts.

## **17. INDEPENDENT CONTRACTOR.**

The Contractor, in the performance of this contract, is an independent contractor, and the County shall have no obligations to Contractor as an employer other than as set forth in this contract.

## **18. COVENANT AGAINST CONTINGENCY FEES.**

The Contractor assures that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this assurance, the County shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

## **19. THIRD PARTIES.**

Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.

## **20. LIABILITY AND INSURANCE.**

Contractor shall provide professional liability insurance for himself or any employees that may assist in the performance of services pursuant to this Agreement, in accordance with the provisions of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended. Contractor shall provide a certificate of insurance to the County immediately upon execution of this Agreement. The liability of Contractor will be subject in all cases to the immunities and limitations of the Tort Claims Act.

## **21. GOVERNING LAWS.**

This Agreement will be construed, interpreted, governed and enforced in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico.

**22. NON-ASSIGNABILITY.**

This Agreement will not be assigned by either party nor will the duties imposed upon either party by this Agreement be delegated, subcontracted, or transferred by either party, in whole or in part, without the prior written consent of the other party.

**23. SEVERABILITY.**

The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law.

**24. ENTIRE AGREEMENT.**

This Agreement represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter of this Agreement.

**25. WAIVER OF BREACH.**

The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed as a waiver of any subsequent breach of this Agreement.

**26. COOPERATION AND DISPUTE RESOLUTION.**

The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.

**27. BINDING EFFECT.**

This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors and assigns.

**28. NOTICES.**

Any notice that will be given in accordance with this Agreement, will be deemed appropriate when sent by certified mail to the following:

Torrance County  
c/o County Manager  
P. O. Box 48  
Estancia, NM 87016  
and

Adrian Ortiz  
45 Robert Drive  
Estancia, NM 87016

**29. APPROVAL REQUIRED.**

This Agreement shall not become effective until signed by both parties.

WITNESS WHEREOF, the County and Contractor have executed this Agreement effective July 1, 2020.

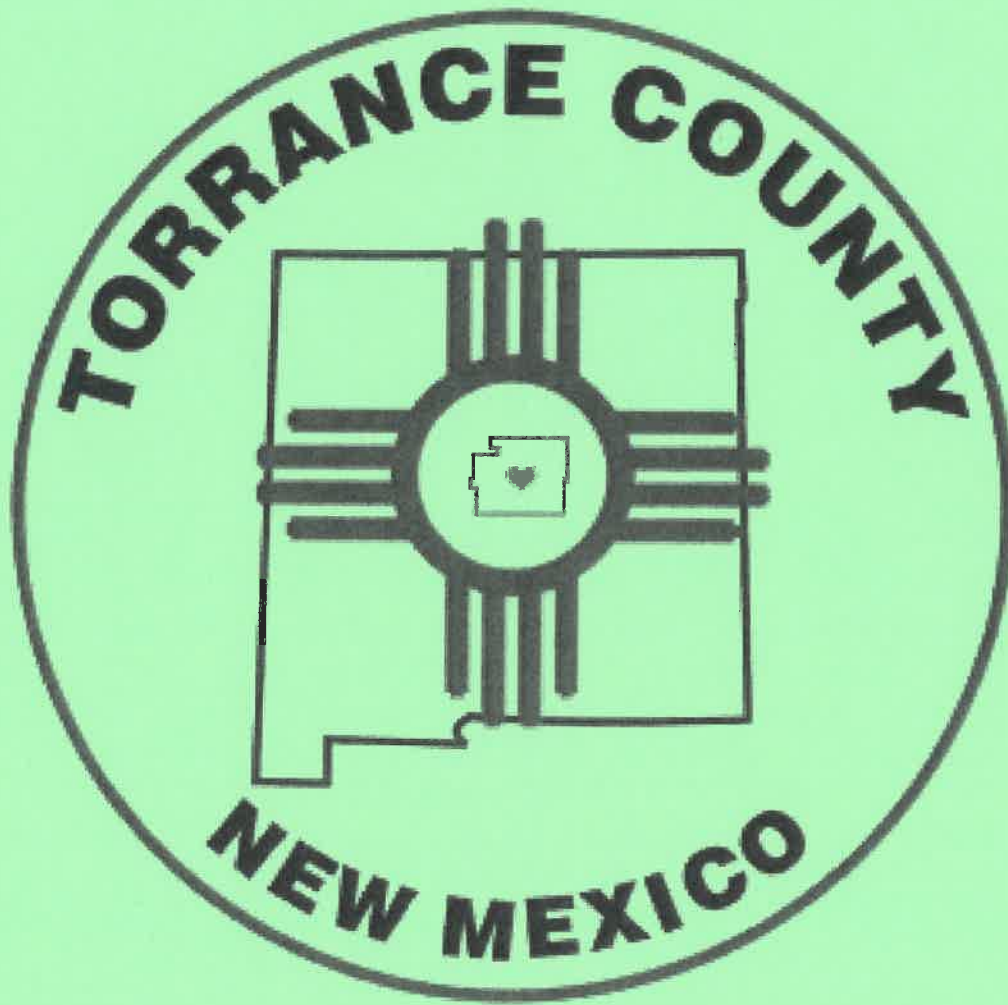
**TORRANCE COUNTY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Wayne Johnson, County Manager

Attest: \_\_\_\_\_  
County Clerk

**CONTRACTOR**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Adrian Ortiz



*Agenda Item  
No. 12-E*



# Torrance County Board of Commissioners

Meeting 6/10/2020

Item 12E

Departments: DWI & Manager

Prepared by: Tracey Master

Janice Y. Barela

## **Title: DWI PREVENTION PROGRAM: Motion to approve contract between Torrance County and John Steiner for Evaluation Services**

### **Sponsor:**

DWI: Tracey Master, DWI Prevention Program Coordinator

### **Action:**

Request approval of contract with John Steiner for Evaluation Services.

### **Summary:**

Torrance County was awarded the Local DWI (LDWI) Grant in the amount of \$70,000 for FY21. One of the grant requirements is that the County hire an Evaluator. The County currently has a grant-funded professional services contract with John Steiner for the required Evaluator services which expires June 30, 2020. The new contract, if approved, will begin July 1, 2020, and will expire June 30, 2021. This new contract will continue to be 100% grant-funded.

### **Significant Issues:**

- The County is required to provide Evaluator services as part of the LDWI Grant Agreement.

### **Financial:**

This contract is completely funded through the LDWI Grant. Upon the County's receipt of a detailed invoice describing services provided, Mr. Steiner will be paid, on a monthly basis, a sum of \$800.00/month, inclusive of all salary, supplies, mileage/per diem, telephone allowance and administrative costs, plus applicable New Mexico Gross Receipts Tax. The total amount of compensation shall not exceed \$10,200.00.

### **Staff Recommendation:**

Approval.



## TORRANCE COUNTY PROFESSIONAL SERVICES AGREEMENT

### DWI PREVENTION PROGRAM EVALUATOR

FY2021-DWI-02

THIS AGREEMENT is made and entered into, by and between **Torrance County**, New Mexico (hereinafter referred to as the “**County**”), and **John Steiner** (hereinafter referred to as “**Contractor**”).

**WHEREAS**, the County of Torrance desires to retain the services of a Driving While Impaired (DWI) Program Evaluator and Contractor is a qualified candidate for this contracted position,

**NOW, THEREFORE**, it is mutually agreed by and between the parties that:

#### **SCOPE OF SERVICES.**

Contractor shall perform all Services as requested by the County through the Torrance County DWI Prevention Program, including, but not limited to, the following Services (hereinafter the “Services”) in a satisfactory and proper manner as determined by the County:

- a. Provide a comprehensive assessment and evaluation of the Torrance County DWI Prevention Program.
- b. Work with the Torrance County DWI Prevention Program Coordinator to continue development of an updated prevention plan to address gaps and needs in the Torrance County Community.
- c. Identify, for evaluation purposes, the Torrance County DWI Prevention Program catchment area, including the schools of the Moriarty-Edgewood School District, complete with demographics and numbers affected and develop and implement methods of data collection from unique cultural groups.

- d. Develop a comprehensive evaluation for the Torrance County DWI Prevention Program that measures effectiveness of program strategies and their results. The outcome evaluation should measure each intervening variable as they pertain to the prevention strategies. These indicators will be specific to the Torrance County DWI Prevention Program and an annual report will be submitted to the Torrance County DWI Prevention Program on or before ~~September 30, 2021.~~
- e. Develop a Power Point presentation of the Needs Assessment Highlights and Gaps in data to present to the community, planning council members, and stakeholders.
- f. Work with the Torrance County DWI Prevention Program Coordinator in the implementation of the strategic plan that will address intervening variables (individual level, direct service (evidence based and general prevention) curricula, social access, law enforcement of Alcohol Tobacco and Other Drug (ATOD) laws, and low perceived risk of arrest/legal consequence) supportive of State prioritized consequences and related consumption behaviors.
- g. Review effectiveness of activities implemented through a quality improvement process and conduct fidelity checks a minimum of four times per year per evidence-based program and debrief staff and provide feedback to improve program delivery.
- h. Work closely with the Torrance County DWI Prevention Program Coordinator and prevention staff (where applicable) on an on-going basis, along with onsite visits, technical assistance and evaluation training.
- i. Provide staff support and facilitation for various meetings with health and social service provider agencies and assist the Torrance County DWI Prevention Program Coordinator in developing an updated evaluation plan and logic model that reflects the goals set forth in the strategic plan.
- j. Attend at least two meetings of the Torrance County DWI Planning Council, reporting recommendations and seek input.
- k. Comply with requests made by the State of New Mexico, Local Government Divisions, Local DWI Program Staff.

## **2. TERM.**

Services of Contractor shall commence on July 1, 2020 and shall be undertaken and completed in such sequences as to assure their expeditious completion in light of the purposes of this Agreement, provided, however, that the initial term hereof ends on June 30, 2021.



### 3. COMPENSATION AND METHOD OF PAYMENT.

For performing the Services specified in Section 1 of this Agreement, the County agrees to pay Contractor on a monthly basis for **evaluator** the sum of \$800/month, inclusive of all salary, supplies, mileage/per-diem, telephone allowance, and administrative costs, plus applicable New Mexico Gross Receipts Tax. Compensation will be disbursed as follows: Contractor will provide a detailed invoice describing Services provided and will be compensated at the rate of \$850/month, plus New Mexico Gross Receipts Tax, following the end of the month. Total amount of compensation, including gross receipts tax, shall not exceed \$10,200.

Such amount shall be payable monthly upon the submission and approval of a statement for Evaluation Services. Payments to Contractor shall be made as determined by the budgetary and fiscal guidelines of the County. The County will send payments within 30 days of the County's receipt of the statement to:

John Steiner  
533 Arizona St., SE  
Albuquerque, NM 87108

***ALL INVOICES MUST BE RECEIVED BY THE TORRANCE COUNTY DWI PREVENTION PROGRAM NO LATER THAN JUNE 15, 2021. INVOICES RECEIVED AFTER SUCH DATE WILL NOT BE PAID.***

### 4. TERMINATION.

- a. This Agreement may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that the non-terminating party is given no less than fifteen (15) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
- b. This Agreement may be terminated in whole or in part in writing by either party for its convenience, provided that the other party is given 1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

- c. If termination for default is instituted by the County, an equitable adjustment in the price provided for in this Agreement may be made, but (1) no amount shall be allowed for anticipated profit on unperformed Services for other Services, and (2) any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the County because of the Contractor's default. Upon termination, Contractor will be paid a reasonable amount for Services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Contractor relating to commitments which have become firm prior to the termination.
- d. Upon receipt of a termination action under Paragraph (a) or (b) above, the Contractor shall 1) promptly discontinue all affected Services (unless the notice directs otherwise) and 2) deliver or otherwise make available to the County all data, reports, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.
- e. Upon termination under Paragraphs (a) or (b) above, the County may take over the work and may award another party a contract to complete the Services under this Agreement.
- f. If after termination for failure of the Contractor to fulfill Agreement obligations, it is determined that the Contractor had not failed to fulfill Agreement obligations, the termination shall be deemed to have been for the convenience of the County. In such an event, adjustment of the agreement price shall be made as provided in Paragraph "c" of this clause.

#### **5. AUDIT ACCESS TO RECORDS.**

- a. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of County funded Services under this Agreement in accordance with generally accepted accounting practices consistently applied. The Contractor shall also maintain the financial information and data used in the preparation or support of any cost submission. The County or any of its authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours both before and after payment, and the Contractor will provide proper facilities for such access and inspection.
- b. Audits conducted under this provision shall be in accordance with generally accepted audit standards, and with established procedures and guidelines of the reviewing or audit agency or agencies.

**6. RELEASE ON FINAL PAYMENT.**

The Contractor, upon final payment of the amounts due and under Paragraph 3 (Compensation and Method of Payment) of this Agreement, releases the County, its officers and employees from any and all said compensation whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed in this Agreement by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority. Payments on this Agreement shall not foreclose the County's right to recover excessive or illegal payments.

**7. CONFIDENTIALITY.**

Any information that the Contractor receives or develops in the performance of this Agreement shall be kept confidential and the Contractor shall not make such information available to any individual or organization without the County's prior written approval.

**8. PRODUCT OF SERVICE.**

All documents that the Contractor develops or acquires under this Agreement, shall become the County's property and shall be delivered if so requested to the County no later than the final termination of this Agreement.

**9. CONFLICT OF INTEREST.**

The Contractor warrants that it presently has no interest, and shall not acquire any interest, directly or indirectly, that would conflict in any manner or degree with the performance of Services required under this Agreement. When and if such provisions become applicable, the Contractor shall promptly provide a written disclosure to the County Manager.

**10. AMENDMENT.**

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties. No amendment shall be effective or binding until approved by the Torrance County Board of Commissioners.

**11. MERGER.**

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

## **12. WAIVER.**

No waiver of any breach of this Agreement or any of the terms or conditions thereof shall be held to be a waiver of any other or subsequent breach, nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

## **13. APPROPRIATIONS.**

This Agreement's terms, including Fiscal Year 2020 and any potential subsequent terms beyond Fiscal Year 2020, are contingent upon the County making sufficient appropriations and authorization for the performance of this Agreement. If the County does not make sufficient appropriations and authorizations, this Agreement shall, notwithstanding the provisions of Paragraph 1 and 2, above, terminate immediately upon the County giving written notice to the Contractor.

The County's decision whether sufficient appropriations are available shall be accepted by the contractor and shall be final.

## **14. EQUAL OPPORTUNITY COMPLIANCE.**

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

## **15. NOTICE.**

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

**16. INDEMNITY.**

The Contractor will indemnify and hold harmless the County, including payment of costs and attorney fees, against all claims, suits, liability or damages which may be brought, found or levied against the County as a result or arising out of the Services and actions of the Contractor under this Agreement, provided that this indemnity will not apply to the County's gross negligence or intentional torts.

**17. INDEPENDENT CONTRACTOR.**

The Contractor, in the performance of this Agreement, is an independent contractor, and the County shall have no obligations to Contractor as an employer other than as set forth in this Agreement.

**18. COVENANT AGAINST CONTINGENCY FEES.**

The Contractor assures that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this assurance, the County shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**19. THIRD PARTIES.**

Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.

**20. LIABILITY AND INSURANCE.**

Contractor shall provide professional liability insurance for himself or any employees that may assist in the performance of Services pursuant to this Agreement, in accordance with the provisions of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended. Contractor shall provide a certificate of insurance to the County immediately upon execution of this Agreement. The liability of Contractor will be subject in all cases to the immunities and limitations of the Tort Claims Act.

**21. GOVERNING LAWS.**

This Agreement will be construed, interpreted, governed and enforced in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico.

**22. NON-ASSIGNABILITY.**

This Agreement will not be assigned by either party nor will the duties imposed upon either party by this Agreement be delegated, subcontracted, or transferred by either party, in whole or in part, without the prior written consent of the other party.

**23. SEVERABILITY.**

The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law.

**24. ENTIRE AGREEMENT.**

This Agreement represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter of this Agreement.

**25. WAIVER OF BREACH.**

The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed as a waiver of any subsequent breach of this Agreement.

**26. COOPERATION AND DISPUTE RESOLUTION.**

The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.

**27. BINDING EFFECT.**

This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors.

**28. NOTICES.**

Any notice that will be given in accordance with this Agreement, will be deemed appropriate when sent by certified mail, return receipt requested, to the following:

Torrance County  
c/o County Manager  
P. O. Box 48  
Estancia, NM 87016  
and

John Steiner  
533 Arizona St., SE  
Albuquerque, NM 87108

**29. APPROVAL REQUIRED.**

This Agreement shall not become effective until signed by both parties.

WITNESS WHEREOF, the County and Contractor have executed this Agreement effective July 1, 2020.

**TORRANCE COUNTY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Wayne Johnson, County Manager

Attest: \_\_\_\_\_  
County Clerk

**CONTRACTOR**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Steiner



*Agenda Item  
No. 12-F*





# Torrance County Board of Commissioners

Meeting 6/10/2020

Item 12F

Department: Manager  
Prepared By: Janice Barela

## **Title: Canvass of 2020 Primary Election**

### **Sponsor:**

CLERK

### **Action:**

Motion to approve the Torrance County report of the canvass and declare the result of the 2020 Primary Election.

### **Summary:**

The Board of County Commissioners is ex-officio the County Canvassing Board (§1-13-1 NMSA). The members of the different canvassing boards have different approaches. Some Commissioners may stay in attendance the entire time with the staff to observe and monitor, while other Commissioners may come and go, supervising the canvass more distantly.

The job of the Canvassing Board and/or its staff is to examine poll books and tally books of each precinct to determine if they contain the properly executed certificates required by the Election Code, as well as to ascertain whether any discrepancy, omission, or error appears in the election returns (§1-13-4 NMSA).

In many counties, this public meeting is a formality conducted to officially delegate the actual task of tallying the votes to the County Clerk's staff. The County Canvassing Board must also certify the election results.

### **Significant Issues:**

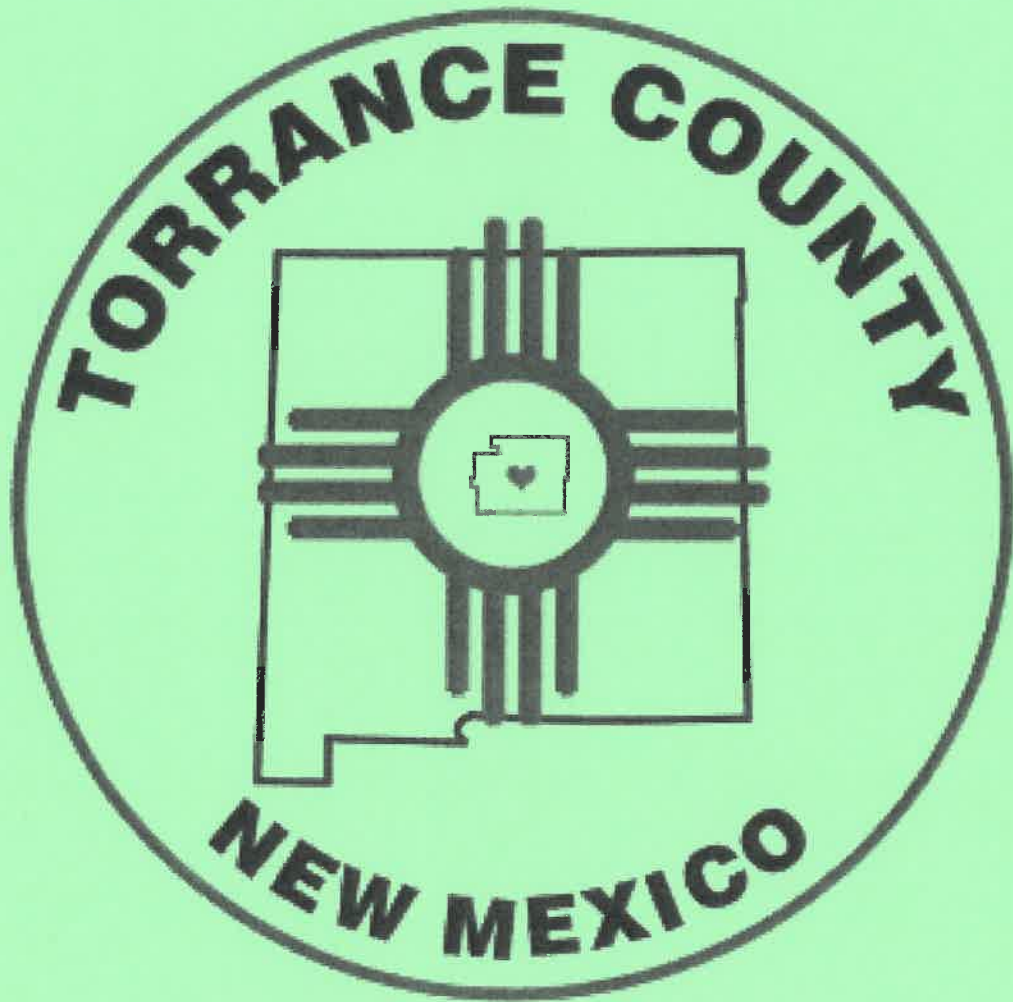
- The County Canvassing Board must meet within three (3) days after the election.

### **Financial:**

None.

### **Staff Recommendation:**

Approval.



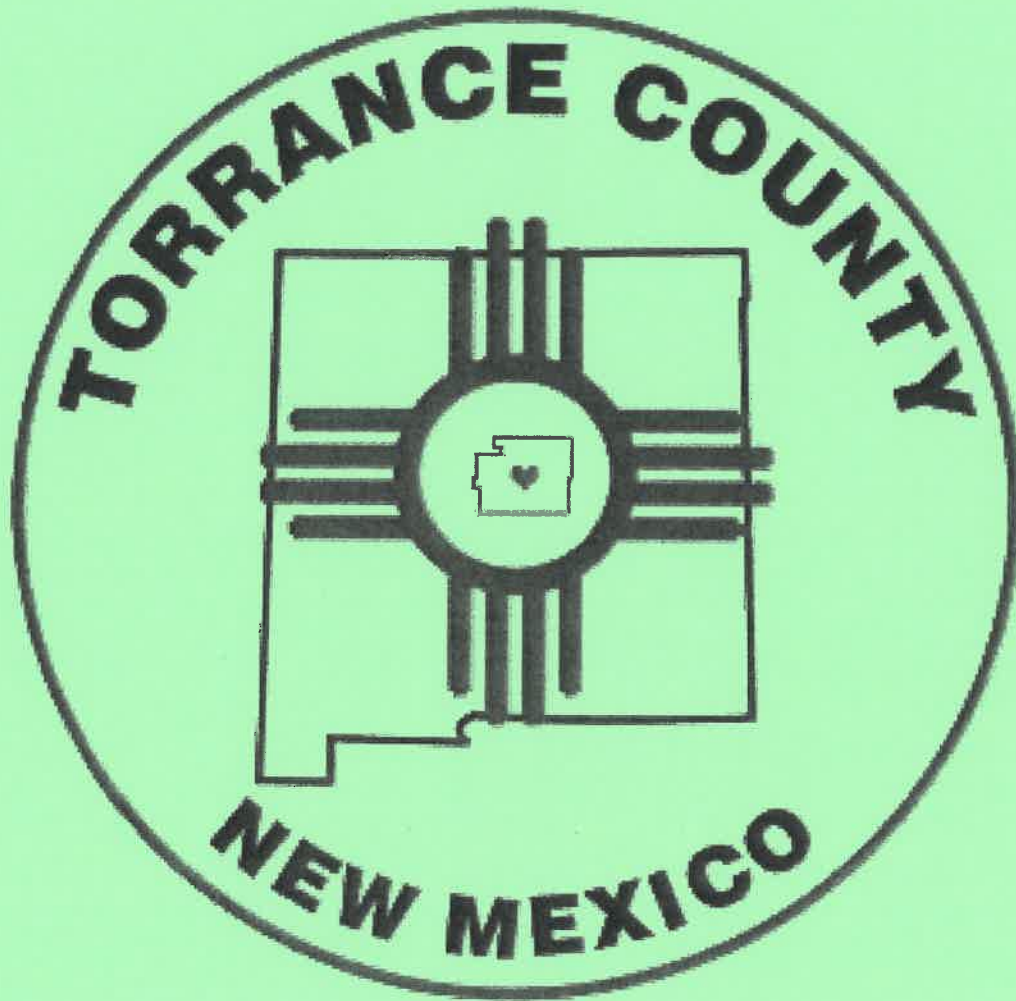
*Agenda Item  
No. 13-A*



*Agenda Item  
No. 14-A*



*Agenda Item  
No. 15*



*Agenda Item  
No. 16*