



QUAY COUNTY GOVERNMENT
300 South Third Street
P.O. Box 1246
Tucumcari, NM 88401
Phone: (575) 461-2112
Fax: (575) 461-6208

AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
JUNE 13, 2022

9:00 A.M. Call Meeting to Order
Pledge of Allegiance
Approval of Minutes-Regular Session May 23, 2022
Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. C. Renee Hayoz, Presbyterian Medical Services, Administrator
 - Presentation of RPHCA Monthly Reports
- II. Ellen White, Quay County Clerk
 - Request Approval of the 2022 Primary Election Canvass of Votes
- III. Larry Moore, Quay County Road Superintendent
 - Road Update
- IV. Cheryl Simpson, Quay County Finance Director
 - Request Approval of FY 2021-2022 Resolution No. 35 – Hospital Improvements Fund
- V. Richard Primrose, Quay County Consultant
 - Hospital Replacement Project Update
- VI. Mike Williams, Stantec
 - Request Approval of Dan C. Trigg Memorial Hospital - Replacement Hospital Design Service Fee Proposal
- VII. Daniel Zamora, Quay County Manager
 - Request Approval of Hospital Liaison Contractor's Agreement 2022-2023
 - Correspondence



VIII. Request Approval of Accounts Payable

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

Adjourn

Lunch-Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

June 13, 2022

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 13th day June, 2022 at 9:00 a.m. in the Quay County Commission Chambers, Tucumcari, New Mexico, for the purpose of taking care of any business that may come before them.

PRESENT & PRESIDING:

Franklin McCasland, Chairman
Jerri Rush, Commissioner
Ellen L. White, County Clerk
Daniel Zamora, County Manager

OTHERS PRESENT:

Cheryl Simpson, Quay County Finance Director
Lucas Bugg, Quay County Fire Marshall
Larry Moore, Quay County Road Superintendent
Paul Lucero, Quay County Emergency Manager
Janie Hoffman, Quay County Assessor
Richard Primrose, Quay County Consultant
C. Renee Hayoz, Presbyterian Medical Services Administrator
Mark Martinez, Tucumcari City Manager
Ron Warnick, Quay County Sun
Brian Fortner, County Commission District 3 Candidate
Joe Pat Szaloy, Resident

PRESENT VIA ZOOM:

Robert Lopez, Commissioner
Mike Williams, Stantec

Chairman McCasland called the meeting to order. Brian Fortner led the Pledge of Allegiance.

A MOTION was made by Jerri Rush, SECONDED by Franklin McCasland to approve the May 23, 2022 regular session minutes. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

A MOTION was made by Jerri Rush, SECONDED by Franklin McCasland to approve the Agenda as presented. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

Public Comments:

Joe Pat Szaloy requested an update on speed control issues he has presented at the last few meetings regarding East Maple Avenue. Chairman McCasland explained the Commission cannot take action on items discussed during Public Comments and directed the County Manager to place an action item on the next Agenda.

NEW BUSINESS:

C. Renee Hayoz, Presbyterian Medical Services Administrator, presented the monthly RPHCA Reports for May. A copy will be attached to these minutes.

Quay County Clerk, Ellen White presented the results of the 2022 Primary Election for canvassing. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve as presented. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

Quay County Road Superintendent, Larry Moore provided the road updates:

1. 2022-2023 Road Project Agreements will be presented at the next Commission Meeting for the CAP, CO-OP and School Bus Routes.
2. Phase I of the project on Quay Road AF is complete. The completion of chip sealing portion of the project is dependent on the availability of oil delivery.
3. Following the Quay Road AF project, crews will move to Quay Road 64.
4. Work should begin on the low water crossing for the Bridge Project on Old Route 66 around June 20.
5. Blade Reports were distributed.

Commissioner Rush reported a call she received regarding a half mile on Quay Road Y between Quay Roads 76 and 77. Moore reported that roadway is part of the upcoming Projects slated with the Arterial Road Projects to be approved at the next meeting.

Cheryl Simpson, Quay County Finance Director, requested approval of FY2021-2022 Resolution No. 35; Hospital Improvement Fund. Simpson explained this is a budgetary transfer of \$1,000,000.00 and will be used for Professional Services. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve Resolution No. 35. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

Simpson informed the Commissioners the ICIP (Infrastructure Capital Improvement Plan) is due before August 19th. A Public Hearing calling for potential projects will be held during the July 11th Commission Meeting followed by final approval at the August 8th meeting.

Richard Primrose, Quay County Consultant, presented an update of the Hospital Replacement Project. Primrose highlighted the following items:

1. After completion of two feasibility studies, the cheapest and most efficient method will be to build a new facility due to the costs and time involved in renovating the current hospital.
2. Primrose reported that following the recent pandemic, health care facilities and services are a top priority for both State and Federal Offices.
3. An application for funding has been submitted to all the local Federal Legislators as they begin to submit their requests for federal funding for local projects.
4. A meeting with the Governor has been requested and Primrose has been contacted by one of her aids (former Secretary of Health) who is working on these types of health projects. They are willing to continue discussions and offer guidance.
5. The last legislative session, funding for hospitals was a priority, but was not fully funded.
6. Originally, the plan was to try and secure funding for planning and design. However, because the County, by the Resolution just passed, is able to move those funds into a separate line item for planning and design of a hospital, the funding sought will be for construction.
7. Being able to have the planning and design completed before the Legislature meets in January, will allow Quay County to present a "shovel ready" project for funding.
8. Receiving funding for construction as early as January, will allow Quay County to proceed with the project in 2023, thereby mitigating the rising costs of materials.
9. The County fronting the money for the feasibility studies, planning and design, will be considered the matching funds required to move the project forward.

Zamora explained the attempt to secure the State and Federal funding, is an effort that will allow the County to build a facility without maxing out the bonding capacity of the County and passing that tax along to our local taxpayers.

Mike Williams, Senior Healthcare Planner for Stantec, requested approval of the Dan C. Trigg Memorial Hospital Replacement and Design Service Fee Proposal. Williams provided a Power Point of the Proposal. A copy of the Proposal is attached to these minutes. A MOTION was made Jerri Rush, SECONDED by Robert Lopez to approve the Proposal for a Replacement of the hospital facility. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye".

Quay County Manager, Daniel Zamora presented the following item for approval followed by correspondence:

1. Contractors Agreement between Quay County and Richard Primrose, as Independent Consultant for the Hospital Project. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the Agreement. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

Correspondence:

1. Received notification from the State Fire Marshall reporting the Bard/Endee Fire Station received an ISO Rating of 6. Lowering it from the previous rating of 8B. Quay County

Fire Marshall, Lucas Bugg stated this Rating is very difficult to obtain and offered congratulations to Donald Adams, Fire Chief at the Bard/Endee Station.

2. Chairman McCasland, along with Zamora, attended the regional conference to discuss the feasibility study for a regional Behavioral Health Facility being established in Eastern New Mexico. A need was identified for a facility in the area and perhaps the funding from the Opioid Settlement could be utilized to help build this. The general idea is to build a 77,000 square foot building, with 100 beds and over 250 employees.

A MOTION was made by Jerri Rush SECONDED by Robert Lopez to approve the expenditures included in the Accounts Payable Report ending June 9, 2022. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

Other Quay County Business That May Arise during the Commission Meeting and/or comments from the Commissioners:

NONE

There being no further business, a MOTION was made by Jerri Rush SECONDED by Robert Lopez to adjourn. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". Time noted 11:00 a.m.

Respectfully submitted by Ellen L. White, Quay County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS



Franklin McCasland
Franklin McCasland, Chairman

Robert Lopez
Robert Lopez, Member

Jerri Rush
Jerri Rush, Member

ATTEST:

Ellen L. White
Ellen L. White, County Clerk

Clinic/Program Name: Quay County Family Health Center
Month Reported: May 2022

Monthly RPHCA Narrative Report

*Please provide brief but detailed information for the following questions. Answer all questions or mark N/A. **Remember: This document is used by the State to monitor your performance under the terms of our contract.***

1. **Please describe any changes in the types of services provided during the month reported. Describe any discussions about adding new services. Please comment on any changes to the following areas of service:** No changes we are providing both Medical and SBIRT services
2. **Please describe any difficulties encountered in providing services during the month reported. What were the causes of the difficulties?** Several PTO days by Providers and holidays
3. **Were there any changes in the encounters (+ or - 10%) from the previous month reported? Please explain any causes for the changes.** Encounters for the month of May were 347 which is below the budgeted goal of 418.
4. **Please describe any changes in the staffing pattern (regardless of the position or the change in FTE). Note: Please keep this information CURRENT. List only current vacancies or changes in FTE. For example, if you made a change in FTE that was previously reported, there is no need to keep reiterating it.**
None fully staffed. One CNP is requesting to reduce her FTE to parttime. QCFHC is in the process of advertising for new CNP.
5. **Please describe recruitment efforts for any positions. Which positions? What actions have been taken? Note: This information should be for current vacancies, or for upcoming vacancies that you are aware of. If a position remains open, you should continue to report what is being done in recruitment until the position is filled.**
We currently are advertising for a replacement provider.
6. **Were there any changes to the hours? Explain.** No changes were made to schedule. Hours continue to be Monday -Friday from 7:00 AM to 5:30 PM.
7. **What efforts did you make to collaborate with local and statewide entities? (Examples: discussions with other agencies, formal & informal agreements, contact with DOH, Local partners. Community Stakeholders, etc.) Please describe any issues or problems you may have encountered with collaboration efforts.**

We continue to provide medical services to the inmates at the Quay Co Detention Center. Administrator is also on the Executive Board with the Quay Co Health Council.

8. **Please describe any methods for increasing clinic utilization that your program and staff are engaging in.** We are providing COVID testing Monday – Friday and COVID Vaccinations every other Thursdays from 2-4 PM. Request for both vaccine and testing continue to drop. COVID Home Test Kits are being given to patients upon checkout.
9. **Please describe the outreach activities your program and staff provided to the community during the month reported.** Health Council attendance by Admin and SBIRT.
10. **Have you received any new funding? Are you aware of any new funding opportunities? Please describe any new initiatives or projects that have been implemented.** No new funding has been received other then RPHCA funds.
11. **Please note the date of the last advisory board meeting AND THE AGENDA ITEMS DISCUSSED.** *Note: You do not need to send a copy of your meeting minutes, but you do need to give a brief recap of what was discussed at the last meeting. This information should stay the same until your next meeting occurs. Were there any changes of board members? What is the date of the next meeting?*

May 11, 2022

Introduction/Welcome

- Introduction of all members and welcome of 2 new members.
- Community Feedback

PMS Board Meeting Update

- JCOH visit
- Board review of leases
- Financial Status including audit
- PMS leader in state COVID vaccine

Regional Goals

- Continued development of BH services
- Vaccine Equity Update
- Board Member Engagement

Clinic Update

- Staffing
- Womens Health Day Event
- Monthly Encounters
- Mock Audit
- JCOH visit
- NUMAC Report
- April Awareness Event

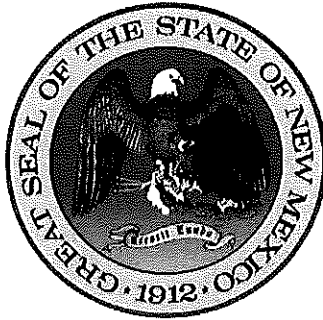
Home Visiting

- Enrollment Numbers
- Recruitment
- Family Group Meetings

**RPHCA Program
Monthly Level of Operations Form**

revised 7/7/15

Organization Name: Presbyterian Medical Services		Contract #	23169
Reporting Site: Quay County Family Health Center		Report Month/Year:	05/01/22
Action Plan Item		Actual Monthly Level	
Level of Operations	Total Number of Primary Care Encounters		347
	By Provider Type:		
	Physician Encounters		
	Midlevel Practitioner Encounters		347
	Dentist Encounters		
	Dental Hygienist Encounters		
	Behavioral Health Encounters		5
	All Other Licensed/Certified Provider Encounters		
	By Payment Source:		
	Sliding Fee Encounters - Medical/Behavioral Health		33
	Sliding Fee Encounters - Dental		
	Medicaid Encounters - Medical/Behavioral Health		88
	Medicaid Encounters - Dental		
	County Indigent Encounters		
	Other 3 rd Party Encounters		99
	Medicare Encounters		123
	100% Self Pay (non-discounted/non-3 rd party) Encounters		4
Unduplicated Number of Users	Total # of unduplicated users		52
	At or Below Poverty		29
	Between Poverty and 200% of Poverty		16
	Above 200% of Poverty		7
Staffing Level	Administrative Staff	3.25	
		Clinical FTEs	Admin FTEs
	Physicians		
	Certified Nurse Practitioners	2	
	Physician Assistants		
	Certified Nurse Midwives		
	Dentists		
	Dental Hygienists		
	Behavioral Health Professionals	1	
	Community Health Workers		
Clinical Support Staff	3		
All Other Staff	0.5		
Prior Month's Primary Care Financial Information	Please enter the month being reported: June		
	Total Primary Care Revenues - all sources		60,779
	Sliding Fee Revenues - Medical		2,039
	Sliding Fee Revenues - Dental		0
	Medicaid Revenues - Medical		15,313
	Medicaid Revenues - Dental		0
	County Indigent Fund Revenues		0
	Other 3 rd Party Revenues		1,974
	Medicare Revenues		22,624
	100% Self Pay (non-discounted/non-3 rd party) Patient Revenues		107
	Contracts/Grants Revenues (including RPHCA)		18,722
	Total Primary Care Expenditures		84,016
	Total Primary Care Charges		88,299
Sliding Fee Discounts - Medical		15,220	
Sliding Fee Discounts - Dental		0	
Prepared by: C Renee Hayoz		6/3/2022	



CERTIFICATION OF CANVASS RESULTS

We, the undersigned Board of County Commissioners acting as the Board of Canvassers of Quay County, State of New Mexico, canvass the Primary Election held in said county, June 7, 2022, certify that the canvass results text file sent to the office of secretary of state is a correct canvass of returns of said election.

WITNESS the Honorable Board of County Commissioners, June 13, 2022
Date

ATTEST:

Ellen White

Clerk

Leri Rusk

Member

Franklin Masland

Chairman

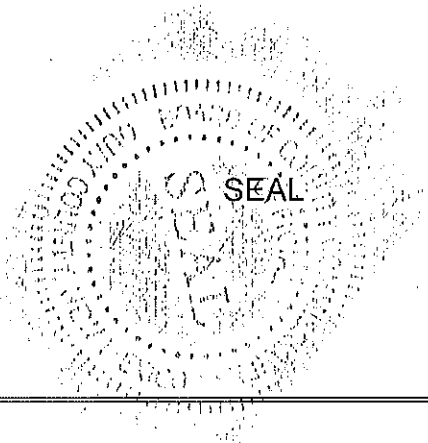
Robert Lopez - Ula Zoon

Member

Member

Member

Member



Quay County
DEMOCRATIC PARTY
Countywide

Candidate Summary of Primary Election Held on June 7, 2022
State of New Mexico

United States Representative - DISTRICT 3 TERESA LEGER FERNANDEZ	328
Governor MICHELLE LUJAN GRISHAM	298
Lieutenant Governor HOWIE C MORALES	328
Secretary of State MAGGIE TOULOUSE OLIVER	315
Attorney General BRIAN S COLÓN RAÚL TORREZ	184 209
State Auditor ZACKARY A QUINTERO JOSEPH M MAESTAS	120 258
State Treasurer LAURA M MONTOYA HEATHER R BENAVIDEZ	217 159
Commissioner of Public Lands STEPHANIE GARCIA RICHARD	334
Justice of the Supreme Court JULIE J VARGAS	335
Justice of the Supreme Court Position 2 BRIANA H ZAMORA	336
Judge of the Court of Appeals Position 1 GERALD EDWARD BACA	342
Judge of the Court of Appeals Position 2 KATHERINE ANNE WRAY	322
County Commissioner At Large Position 3 TOMMY WALLACE	371

Quay County
REPUBLICAN PARTY
Countywide

Candidate Summary of Primary Election Held on June 7, 2022
State of New Mexico

United States Representative - DISTRICT 3

ALEXIS MARTINEZ JOHNSON

861

Governor

JAY C BLOCK

128

REBECCA L DOW

308

GREGORY JOSEPH ZANETTI

158

ETHEL R MAHARG

12

MARK V RONCHETTI

547

Lieutenant Governor

ANT L THORNTON

708

PEGGY L MULLER-ARAGÓN

375

Secretary of State

AUDREY TRUJILLO

901

Attorney General

JEREMY MICHAEL GAY

901

State Treasurer

HARRY B MONTOYA

887

Commissioner of Public Lands

JEFFERSON L BYRD

955

State Representative - DISTRICT 67

JACKEY O CHATFIELD

974

Justice of the Supreme Court

THOMAS C MONTOYA

891

Justice of the Supreme Court Position 2

KERRY J MORRIS

895

Judge of the Court of Appeals Position 1

BARBARA V JOHNSON

891

Judge of the Court of Appeals Position 2

GERTRUDE LEE

876

Magistrate Judge - MAGISTRATE

NOREEN L HENDRICKSON

871

County Commissioner At Large Position 3

BRIAN DALE FORTNER

403

KENT TERRY

280

ZACHARY SCOT MURRAY

103

JUSTIN G KNAPP

203

FRANKLIN D GIBSON

175

County Sheriff

HERMAN ISIDRO MARTINEZ

187

DENNIS VICTOR GARCIA

947

County Assessor

JANIE L HOFFMAN

935

Probate Judge

CHRISTINA M WILSON

885

Quay County
LIBERTARIAN PARTY
Countywide

Candidate Summary of Primary Election Held on June 7, 2022
State of New Mexico

Governor	
KAREN EVETTE BEDONIE	4
GINGER G GRIDER (write in)	0
Lieutenant Governor	
TRAVIS STEVEN SANCHEZ	4
Secretary of State	
MAYNA ERIKA MYERS	4
State Auditor	
ROBERT JASON VAILLANCOURT (write in)	0
Judge of the Court of Appeals Position 1	
SOPHIE I COOPER (write in)	0
Judge of the Court of Appeals Position 2	
STEPHEN P CURTIS	4

DATE/22	NAME	ROAD BLADED	BLOCKS	MILES	ADDITIONAL WORK TO ROAD/COMMENTS
5/2/22	TONY	QUAY ROAD AF			WORKED ON SHOULDERS
5/3/22	DONALD	QUAY ROAD 63.8	3600-3700	1.00	PULL DITCHES
	LOUIS	QUAY ROAD 64	1800-2000	2.00	
	LOUIS	QUAY ROAD 60	1670-1800	1.20	
	LOUIS	QUAY ROAD Q	5900-6000	1.00	
	LOUIS	QUAY ROAD O	5900-6200	3.00	
	TONY	QUAY ROAD AF			WORKED ON ROAD
5/4/22	LOUIS	QUAY ROAD O	6200-6700	5.00	
	LOUIS	QUAY ROAD 67	1500-1520	0.20	
5/9/22	CREW	QUAY ROAD 63	4400-4500		FILLED POTHOLES
	CREW	QUAY ROAD 63	3600-3650		FILLED POTHOLES
5/10/22	CREW	QUAY ROAD 63	4300-4400		FILLED POTHOLES
	CREW	QUAY ROAD 63	3650-3700		FILLED POTHOLES
5/11/22	CREW	QUAY ROAD AR	6300-6400		FILLED POTHOLES
	CREW	QUAY ROAD AL	6300-6400		FILLED POTHOLES
5/12/22	CREW	QUAY ROAD AR	6400-6550		FILLED POTHOLES
	CREW	QUAY ROAD AL	6300-6500		FILLED POTHOLES
5/16/22	CREW	QUAY ROAD 66	4100-4300		FILLED POTHOLES
	CREW	QUAY ROAD AI	6300-6950		FILLED POTHOLES
	TONY	QUAY ROAD 66.5	4000-4150	1.64	
	TONY	QUAY ROAD 64	3600-3700	0.79	
	TONY	QUAY ROAD AO	6500-6550	0.50	
5/17/22	TONY	QUAY ROAD 57	3200-3400	2.00	
	TONY	QUAY ROAD 62	3300-3400	1.00	
	TONY	QUAY ROAD 65	3200-3300	1.00	
5/19/22	STANLEY	QUAY ROAD 96	0600-1000	4.00	CALL IN ROAD
5/25/22	QUADE	QUAY ROAD BH	2700-3100	4.00	
5/26/22	LOUIS	QUAY ROAD 69	1750-1800	0.50	CALL IN ROAD
	QUADE	QUAY ROAD BH	3100-3700	6.00	
			TOTAL	34.83	

**QUAY COUNTY
FISCAL YEAR 2021-2022
RESOLUTION No. 35**

Authorization of Budgetary Transfer from **Hospital Fund (501)** to **Hospital Infrastructure Fund (510)**

WHEREAS, at meeting of the Board of Quay County Commissioners on June 13, 2022 the following was among the proceedings;

WHEREAS, the Board of Quay County Commissioners deems it necessary to request this Budgetary Transfer;

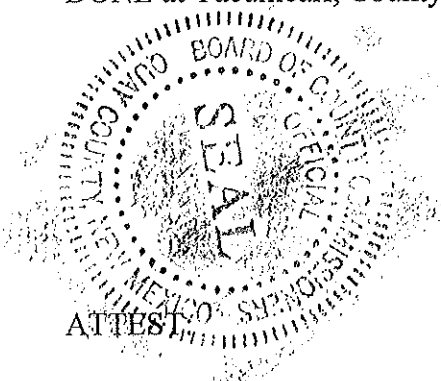
**Budgetary Transfer
State Fund 22100**


	<u>DEBIT</u>	<u>CREDIT</u>
501-99-97510 Transfer to Hospital Infrastructure	\$1,000,000.00	
510-99-95501 Transfer from Hospital		\$1,000,000.00
510-12-45030 Professional Services	\$1,000,000.00	

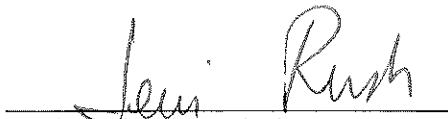
WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **To create a fund for Hospital Infrastructure Improvements**

NOW THEREFORE, BE IT RESOLVED that after approval of the Local Government Division of the Department of Finance and Administration, the above Budgetary Adjustment be made.

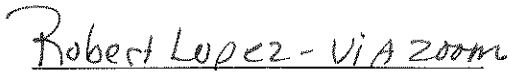
DONE at Tucumcari, County of Quay, New Mexico this 13th day of June, 2022.




Franklin McCasland, Commissioner


Jerri Rush, Commissioner


Ellen White, County Clerk


Robert Lopez - via zoom
Robert Lopez, Commissioner



Stantec Architecture Inc.
3133 W. Frye Rd. Ste. 300
Chandler AZ 85226-5110

June 10, 2022

Attention: Mr. Daniel Zamora
County Manager
300 south 3rd street
Tucumcari NM 88401
(T) 575 461 2112
Daniel.Zamora@QUAYCOUNTY-NM.GOV

Dear Mr. Zamora,

Reference: Dan C. Trigg Memorial Hospital: Replacement Hospital Design Services Fee Proposal.

We are pleased to provide our proposal for architectural and engineering services and associated fees for the above-named project.

CLIENT

We propose to contract directly with Quay County as our client.

FORM OF AGREEMENT

This proposal is based on the Client retaining Stantec as a consultant pursuant to the execution of a new agreement between Stantec and Cooperative Education Services (CES).

SCOPE

This proposal is structured to begin the Design Services upon successful negotiation of a specific CES agreement. The scope of services initially for the Replacement Hospital will be to create a complete Design of the new facility through the Design Development phase. Once Quay County has secured financing for the new facility the design team will complete the Construction and Bid Documents and perform Construction Administration services through final occupancy. The scope of work and fee outlined below is for the work through the Design Development phase only. Fees for Construction Documents, Bidding/Permit and Construction Administration will be provided after Quay County has fully funded the project.

GENERAL ASSUMPTIONS

The fees are based on the following assumptions:

- The Owner will provide all necessary information and make all decisions in a timely manner as required for Stantec to perform its services.
- The proposed building site will be accessible for survey and verification during the design timeline.
- Quay County will work with the hospital operator to allow access to their staff to coordinate the design efforts.
- The hospital operator will provide the following adjunct design and planning services:
 - Medical Equipment Planning and procurement. The Operator will provide Stantec with preliminary equipment lists during this initial design effort in the initial design phase

Reference: Dan C. Trigg Memorial Hospital: Replacement Hospital Design Services Fee Proposal.

(Schematic Design) as well as a more complete list during the detailed design phase (Design Development).

- Furnishings, fixtures, signage, and artwork will be procured by the Operator and planned in coordination with Stantec as part of these basic service fees.
 - Kitchen Planning and equipment selection and procurement will be provided by the Operator. The Operator will provide Stantec with preliminary equipment lists and preliminary layouts based on Stantec's initial design efforts during the early design phase (Schematic Design) as well as a complete list and final layouts during the detailed design phase (Design Development).
 - Communications, IT and Security design efforts will be coordinated with the Operator's internal Facilities groups to create a complete scope of work for these systems. At least 3 meetings to create scope and function documents for each system to be included in the final Design Development package will be anticipated.
 - The hospital operator will provide Stantec with all applicable design and construction standards.
 - Stantec will lead design "user group" meeting on a bi-weekly basis throughout the design effort.
- Clean site with no utilities
 - Electrical will coordinate with the local Electric Utility to identify POC, utility transformer location and underground utility routing to the building from the property line.
 - Electrical and Lighting design only. Fire Alarm will be Performance based.
 - Nurse Call, Security, Telephone/data, Central Clock and other Special Systems, including cable pathways, will be designed by others.

PROJECT LEADERSHIP TEAM

- STANTEC:
 - Mike Williams, Architect, Principal, Senior Medical Planner
 - Jeff Hankin, Healthcare Engineering Leadership, Senior Principal
 - Colleen Ruiz, Civil Engineer, Principal
 - Cheryl Nuttal, Senior Mechanical Engineer
 - Lawrence Ramirez, Electrical
 - Cary Baird, Landscape Architecture

CONSULTANTS:

- Buehler Structural Engineering - Tony Polusny, Principal
- Heliplanners -Jeffery W. Wright, President

Reference: Dan C. Trigg Memorial Hospital: Replacement Hospital Design Services Fee Proposal.

EXCLUSIONS:

- Geotechnical investigation
- Low Voltage and Special System Design
- Medical Equipment Selection and Planning
- Kitchen Equipment planning.
- Detailed Environmental Surveys.
- Detailed economic studies of systems including life cycle analysis.
- Detailed design for materials, equipment and systems provided by others.
- Services not specifically described as included as part of Stantec's scope.

SCHEDULE

Our duration schedule will begin upon approval of this agreement and have the following specific general durations.

- Pre-Design: 2 Weeks
 - General orientation on the project scope.
 - Investigation into site conditions.
 - Authorities having jurisdiction investigation.
 - Finalize space program and project scope.
 - Program the added Surgical Services component.
 - Update design cost model.
- Schematic Design (SD): 6 Weeks
 - Create multiple alternate layouts to gain consensus and finalize the floor plan to 80% level.
 - Create site utilization and planning to site the new building and heliport.
 - Create base site utility plans.
 - Create structural basis of design (prerequisite will be owner provided Geotechnical study).
 - Create options for the new MEP/Central Utility Plant (location, optional design approaches etc.)
 - Create building massing studies and 3D visualization.
 - Finalize the SD efforts into a Schematic Design Report and submit for approval to continue into the Design Development Phase.
- Design Development (DD): 9 – 10 Weeks
 - Refine and finalize the floor plans.
 - Design and coordination the major Mechanical and Electrical systems and Central Utility Plant. Final coordination/design will take place in the Construction Document's phase.
 - Coordinate all Operator provided Medical Equipment.
 - Coordinate all Operator provided Kitchen and Food Services equipment.
 - Coordinate all Operator provided IT/Communications/Nurse Call/Access Control and security systems design (design of these systems is understood to provided by the Operator).
 - Coordinate all interior Finish/signage/artwork/branding standards (provided by the Operator).
 - Finalize the exterior design of the building.

Reference: Dan C. Trigg Memorial Hospital: Replacement Hospital Design Services Fee Proposal.

- o Finalize the site design of the entire site.
- o Finalize the Landscape design.
- o Finalize the Heliport layouts and design.
- o Design, through initial sizing, the structural frame, and foundations to facilitate finalizing the design of the building.
- o Preparation of final design renderings and other materials for use in marketing the new facility.
- o Finalize the SD efforts into a Schematic Design Report and submit for approval to continue into the Design Development Phase.

CURRENCY

All fees quoted below are in US dollars and are open for acceptance for a period of 30 days.

FEE PROPOSAL

Our fee proposal is as follows:

Stantec Architecture Inc. shall provide **Pre-Design, Schematic Design and Design Development Architectural, Civil, Landscape, Structural, Mechanical, Plumbing, Electrical and Heliport Planning** design services for a replacement hospital facility to be sited on land adjacent to the existing facility for a fixed fee lump sum of **(\$908,999.02), NINE HUNDRED EIGHT THOUSAND NINE HUNDRED NINETY-NINE AND 02/100 US DOLLARS.** This value excludes 8% New Mexico Gross receipts Tax (NMGR) which is accounted for in fee breakdown below. Reimbursable have been quoted separately.

The fees summarized below are directly based on the currently approved CES hourly rates for Stantec's fees. Buehler Engineering (Structural Engineer) and Heliport Design (Heliplanners) are lump sum fees as direct consultants under Stantec's agreement to Quay County. *ALL FEES will be considered Lump Sum and billed on a percentage complete basis.*

Fee Summary:

Architectural Design Fees		\$520,057.02
Mechanical and Plumbing Fees		\$159,805.44
Electrical		\$120,367.77
Structural Design Fees		\$ 75,000.00
Heliport Planning Fees		\$ 39,320.00
Landscape Design Fees		\$ 18,000.00
Civil Engineering		\$ 34,470.00
	Subtotal	\$967,020.23
Fee Adjustment (6%)		(\$58,021.21)
	Subtotal	\$908,999.02
NMGR @8%		\$ 72,719.92
	Total	\$ 981,718.94
	<i>Estimated Reimbursables (5%)</i>	<i>\$ 49,085.95 (excludes NMGR)</i>

Reference: Dan C. Trigg Memorial Hospital: Replacement Hospital Design Services Fee Proposal.

The proposed compensation is based on our understanding of the project, the scope of professional services, deliverables, project team, consultants, project schedule, form of agreement, and payment terms described in this proposal. Should changes occur to any of these prior to or during the execution of the professional services, a commensurate adjustment to the proposed compensation will be made.

Should services be requested beyond effort noted above, upon written approval, Additional Services shall be provided based on the hourly billing rates noted below.

Schedule of hourly Billable Rates

Refer to Attachment "A" for Schedule of CES Approved 2022 Billable Rates.

Refer to Attachment "B" for an hourly breakdown of the Lump Sum Fees based on the CES billable rates.

REIMBURSABLE EXPENSES

Reimbursable Expenses will be charged at 1.1 times the direct cost. Estimated reimbursables are anticipated at **\$49,085.95 (excludes NMGR)** **FOURTY NINE THOUSAND EIGHTY FIVE AND 95/100 US DOLLARS**, or the equivalent of 5% of the professional service fee.

Approved reimbursable include but are not limited to:

- Direct time for travel to and from the meeting site.
- Printing and photocopying costs
- Courier costs
- Airfare
- Hotel, travel, dining, and subsistence expenses.

Mileage will be billed according to the guidelines that are set each year by the Internal Revenue Service.

BILLING AND TERMS OF PAYMENT

Fees will be invoiced on a monthly basis on a percentage of complete by designated design phase (Pre-Design, Schematic Design and Design Development) and will be due within 30 days.

JURISDICTION

Should any dispute arise under the terms of this agreement, the laws of the state where project exists will prevail.

LANGUAGE

The Agreement and all communications relating to the work thereunder and the contract itself will be in English.

June 10, 2022
Mr. Daniel Zamora
Page 6 of 6

Reference: Dan C. Trigg Memorial Hospital: Replacement Hospital Design Services Fee Proposal.

OTHER CONDITIONS:

The Quay County will be utilizing CES process to complete this project. If the proposed Scope of Work, and associated fees are acceptable to the Quay County then Quay County will issue a Purchase Order to Stantec. The Quay County will log into CES online Blue Book to access the Direct Purchase Portal and will upload a copy of the Quay County's Purchase Order along with Stantec's quote. The Terms and Conditions between Stantec and CES are acknowledged in the CES Contract ID: 19-01B-C307-ALL.

Quote will be valid for 60 days to be submitted into CES Direct Purchase Portal.

*Price listing is on file and is on the CES Digital Blue Book.

CONCLUSION

Stantec retains the intellectual property contained in this proposal. It is to be treated confidentially and not disclosed to third parties.

Upon approval, please sign and return a copy of this letter to our office. By signing this Proposal or directing Stantec to proceed with the services herein described, the Client accepts the Proposal and the Terms and Conditions attached hereto and it is acknowledged by the Client and Stantec that Stantec will proceed with the services herein described and that the Terms and Conditions attached hereto, together with this Proposal, constitute an agreement that is binding on the Client and Stantec.

We trust the above is satisfactory. We would like to thank you for your request for this fee proposal and would be pleased to be a member of your team on this project.

Sincerely,



Michael S. Williams
Principal/Senior Healthcare Planner
m: (602) 402-9690
e: Mike.Williams@stantec.com

Stantec Architecture Inc.
3133 W, Frye Rd. Ste. 300
Chandler AZ 85226-5110

Attachment: Attachment A – 2019 Billable Rate Table
Attachment B – Lump sum fee breakdown using approved CES Billable Rate Table

c. File

Attachment 'A':
CES approved
rates.

2022 CES Stantec Fee Schedule

Approved Effective: 04/01/2022

CES Administrative Fee: 1.25%

<i>Revised: 03/16/2022</i>		
Title	Level	CES Hourly Rates
Principal	Level 18	\$254.14
Senior Engineer	Level 18	\$254.14
Senior Project Manager	Level 18	\$254.14
Senior Project Manager	Level 17	\$251.10
Senior Transportation Engineer	Level 16	\$239.96
Principal	Level 15	\$209.59
Senior Engineer	Level 15	\$209.59
Senior Project Manager	Level 15	\$209.59
Senior Project Manager	Level 14	\$189.34
Senior Engineer	Level 14	\$189.34
Senior Transportation Engineer	Level 14	\$189.34
Senior Hydraulic Engineer	Level 14	\$189.34
Client Service Manager	Level 14	\$189.34
Senior Project Engineer	Level 13	\$183.26
Senior Project Manager	Level 13	\$183.26
Client Manager	Level 13	\$183.26
Project Manager	Level 12	\$174.15
Senior Engineer	Level 12	\$174.15
Project Engineer	Level 12	\$174.15
Senior Civil Designer	Level 12	\$174.15
Grant Specialist	Level 11	\$168.08
Senior Project Manager	Level 11	\$168.08
Senior Civil Designer	Level 11	\$168.08
Project Engineer	Level 11	\$168.08
Public Relations Specialist	Level 11	\$168.08
Project Manager	Level 10	\$154.91
Project Engineer	Level 10	\$154.91
Construction Observer	Level 10	\$154.91
Civil Designer	Level 10	\$154.91
Senior Civil Designer	Level 09	\$148.84
Civil Engineer	Level 09	\$148.84
Civil Designer	Level 09	\$148.84
Engineering Technician	Level 09	\$148.84
CAD Technician	Level 09	\$148.84
Construction Observer	Level 09	\$148.84
Administrative Manager	Level 09	\$148.84
Civil Engineer	Level 08	\$137.70
Civil Designer	Level 08	\$137.70
Survey Technician	Level 08	\$137.70
CAD Technician	Level 08	\$137.70
Construction Observer	Level 08	\$137.70
Civil Designer	Level 07	\$133.65
Office Administrator	Level 07	\$133.65
Project Manager Assistant	Level 07	\$133.65
Construction Observer	Level 07	\$133.65
Civil Designer	Level 06	\$125.55
CAD Technician	Level 06	\$125.55
Construction Observer	Level 06	\$125.55
Project Manager Assistant	Level 06	\$125.55
Construction Observer	Level 05	\$121.50
CAD Technician	Level 05	\$121.50
Office Administrator	Level 05	\$121.50
CAD Technician	Level 04	\$112.39
Administrative Assistant	Level 04	\$112.39
Administrative Assistant	Level 03	\$100.24

Reimbursable Expenses

Mileage	Current IRS Mileage Rate = \$0.585	
All other reimbursable costs (including mileage, travel, testing, printing, courier, shipping, etc)	Cost plus 10%	

Field Survey Party Services:

2-Man Field Party	\$170.00 per hour
3-Man Field Party	\$205.00 per hour
4-Man Field Party	\$250.00 per hour

Note: All charges are subject to New Mexico Gross Receipts Tax

Attachment 'B': Lump Sum Fee breakdown by CES approved rates.

ARCHITECTURAL DESIGN FEE-STANTEC						
Personnel	CES Rate	PD-HRS	SD-HRS	DD-HRS	Total HRS	Amount
Sr. Healthcare Planner	\$239.96	32 HRS	132 HRS	164 HRS	328 HRS	\$78,706.88
Project Designer	\$168.08	22 HRS	118 HRS	222 HRS	362 HRS	\$60,844.96
Sr. Project Architect	\$183.26	12 HRS	88 HRS	204 HRS	304 HRS	\$55,711.04
Design Leader	\$168.08	24 HRS	174 HRS	312 HRS	510 HRS	\$85,720.80
Interior Designer	\$168.08	4 HRS	84 HRS	144 HRS	232 HRS	\$38,994.56
Project Manager	\$183.26	11 HRS	82 HRS	108 HRS	201 HRS	\$36,835.26
Design Coordinator	\$168.08	28 HRS	184 HRS	280 HRS	492 HRS	\$82,695.36
Project Leader	\$148.84	HRS	128 HRS	288 HRS	416 HRS	\$61,917.44
Specifications	\$168.08	HRS	HRS	84 HRS	84 HRS	\$14,118.72
		HRS	HRS	HRS	HRS	\$0.00
Admin Support	\$141.00	2 HRS	12 HRS	18 HRS	32 HRS	\$4,512.00

135 HRS	1,002 HRS	1,824 HRS	2,961 HRS	\$520,057.02
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MECHANICAL AND PLUMBING ENGINEERING DESIGN FEE-STANTEC						
Personnel	CES Rate	PD-HRS	SD-HRS	DD-HRS	Total HRS	Amount
Principal	\$239.96	HRS	4 HRS	8 HRS	12 HRS	\$2,879.52
Project lead	\$209.59	HRS	10 HRS	34 HRS	44 HRS	\$9,221.96
Project Manager	\$189.34	HRS	82 HRS	122 HRS	204 HRS	\$38,625.36
Engineer	\$183.26	HRS	96 HRS	116 HRS	212 HRS	\$38,851.12
Project Engineer	\$168.08	HRS	76 HRS	128 HRS	204 HRS	\$34,288.32
Senior Designer	\$154.91	HRS	90 HRS	126 HRS	216 HRS	\$33,460.56
Specifications/Project Admin	\$137.70	HRS	HRS	18 HRS	18 HRS	\$2,478.60
		HRS	HRS	HRS	HRS	\$0.00

HRS	358 HRS	552 HRS	910 HRS	\$159,805.44
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ELECTRICAL ENGINEERING DESIGN FEE-STANTEC						
Personnel	CES Rate	PD-HRS	SD-HRS	DD-HRS	Total HRS	Amount
Principal	\$254.14	HRS	15 HRS	15 HRS	30 HRS	\$7,624.20
Principal	\$239.96	HRS	6 HRS	6 HRS	12 HRS	\$2,879.52
Senior Engineer	\$209.59	HRS	114 HRS	76 HRS	190 HRS	\$39,822.10
Senior Engineer	\$174.15	HRS	81 HRS	240 HRS	321 HRS	\$55,902.15
Project Engineer	\$168.08	HRS	HRS	HRS	HRS	\$0.00
CAD Technician	\$148.84	HRS	4 HRS	91 HRS	95 HRS	\$14,139.80
		HRS	HRS	HRS	HRS	\$0.00

HRS	220 HRS	428 HRS	648 HRS	\$120,367.77
				\$ 118,510.00

CIVIL ENGINEERING DESIGN FEE-STANTEC						
Personnel	CES Rate	PD-HRS	SD-HRS	DD-HRS	Total HRS	Amount
Principal	\$207.00	HRS	13 HRS	21 HRS	34 HRS	\$7,038.00
Project Engineer	\$172.00	HRS	29 HRS	64 HRS	93 HRS	\$15,996.00
Traffic Engineer	\$187.00	HRS		36 HRS	36 HRS	\$6,732.00
Designer	\$147.00	HRS		32 HRS	32 HRS	\$4,704.00

HRS	262 HRS	581 HRS	843 HRS	\$34,470.00
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LANDSCAPE ARCHITECTURE DESIGN FEE-STANTEC						
Personnel		PD	SD	DD		Amount
ALLOWANCE	NA	\$ -	\$ 5,500.00	\$ 12,500.00		\$ 18,000.00

STRUCTURAL DESIGN FEE-BUEHLER ENGINEERING						
Personnel		PD	SD	SD		Amount
LUMP SUM FEE - SEE ATTACHED LETTER	NA	\$ -	\$ 30,000.00	\$ 45,000.00		\$ 75,000.00

\$75,000.00

HELIPORT DESIGN FEE- HELIPLANNERS						
Personnel		PD		SD	SD	Amount
LUMP SUM FEE - SEE ATTACHED LETTER	NA	\$	-	\$ 22,670.00	\$ 16,650.00	\$ 39,320.00

\$39,320.00

TOTAL DESIGN FEE THROUGH DESIGN DEVELOPMENT			
DESIGN DISCIPLINE	DESIGN FEE AMOUNT	8% NMGR	
Architectural Design Fee-Stantec	\$520,057.02	\$41,604.56	\$561,661.58
Structural Design Fee-Buehler Engineering	\$75,000.00	\$6,000.00	\$81,000.00
Mechanical and Plumbing Engineering Fee- Stantec	\$159,805.44	\$12,784.44	\$172,589.88
Electrical Engineering Fee- Stantec	\$120,367.77	\$9,629.42	\$129,997.19
Civil Engineering Fee- Stantec	\$34,470.00	\$2,757.60	\$37,227.60
Heliport Planning Fee-Heliplanners	\$39,320.00	\$3,145.60	\$42,465.60
Landscape Architecture Fee- Stantec	\$18,000.00	\$1,440.00	\$19,440.00

\$967,020.23
\$77,361.62
\$1,044,381.85

REIMBURSABLE EXPENSES				
DESIGN DISCIPLINE	Reimbursable Estimate		10% Mark Up	
Architectural Reimbursable Estimate	5.00%	\$26,002.85	\$2,600.29	\$28,603.14
Structural Reimbursable Estimate	4.00%	\$3,000.00	\$300.00	\$3,300.00
Mechanical and Plumbing Reimbursable Estimate	6.00%	\$9,588.33	\$958.83	\$10,547.16
Electrical Engineering Reimbursable Estimate	6.00%	\$7,222.07	\$722.21	\$7,944.27
Civil Engineering Reimbursable Estimate	2.00%	\$689.40	\$68.94	\$758.34
Heliport Planner Reimbursable Estimate	NA	NA	\$0.00	\$0.00
Landscape Architecture Reimbursable Estimate	10.00%	\$1,800.00	\$180.00	\$1,980.00

\$48,302.64
\$4,830.26
4.99%
\$53,132.91

CONTRACTORS AGREEMENT

THIS AGREEMENT is entered into on this 13th day of June, 2022 by and between Quay County, (hereinafter "County"), and Richard Primrose, as Independent Contractor (hereinafter 'Contractor'),

RECITALS

"WHEREAS", Contractor has expertise and prior experience working for Quay County, and has sufficient knowledge of Quay County operations to provide consulting services for Quay County regarding Dan C. Trigg Memorial Hospital. The Contractor is or remains open to conduct similar tasks or activities for entities other than Quay County;

AND WHEREAS the County desires to engage and contract with Contractor to perform certain tasks and services as set forth herein;

AND WHEREAS Contractor desires to enter into this Agreement and perform services as an Independent Contractor for the County on the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, the parties' contract and agree as follows:

1. Status as Independent Contractor.

This Agreement is not intended to and does not constitute a hiring by either party. The parties specifically intend that the Contractor shall have an Independent Contractor status and shall not be an employee of the County for any purposes, including, but not limited to the Social Security Act, the Federal Unemployment Acts, provisions of the Internal Revenue Code, State of New Mexico Taxation and Revenue Code, the Workers Compensation Insurance provisions within the

State of New Mexico. At all times, Contractor shall retain sole and absolute discretion concerning the scope of work, as well as the manner and means of carrying out activities and responsibilities under this Agreement. This Agreement shall also not be considered construed as a joint venture or partnership, and the County shall not be liable for any obligations incurred by Contractor unless specifically authorized in writing. The Contractor is not and shall not act as an agent of the County and his actions shall not bind the County in any manner unless she is specifically authorized to do so in writing.

2. Tasks, duties and scope of work

Contractor agrees to devote the necessary time, attention and energy to complete or achieve the following:

- a) Provide professional consulting services for Quay County in regard to securing of funding, design and construction of a new hospital facility. The consultant to Quay County will be paid a flat rate of one-thousand dollars (\$1,000.00) per month beginning June 13, 2022.
- b) To employ his knowledge and expertise in formulating long-term objectives and goals for Quay County.
- c) Look for processes and procedures to stream-line, or cut-costs in regard to a new hospital facility.
- d) Contractor shall set his own hours in performing such consulting services and may work from his home or office, as needed.

e) Independent Contractor has full discretion within the "scope of work", but shall not engage in activities which are not expressly set forth by this agreement without written permission.

3. Work location.

Contractor shall be responsible to the County but shall not be required to follow or establish a regular or daily work schedule. Advice given to Contractor regarding the scope of work shall be considered a suggestion only, not an instruction. The County reserves the exclusive right to stop or alter the work of Contractor to assure the conformity with this Agreement and the needs of the County.

4. Withholding of Taxes

Independent Contractor recognizes and understands that he will receive an IRS 1099 statement and related tax statement, and will be required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Independent Contractor hereby promises and agrees to indemnify the County for any damages or expenses, including attorney's fees, and legal expenses, incurred by the County as a result of Independent Contractor's failure to make such required payments. At the County's request, Independent Contractor shall provide proof of required tax payments.

5. Agreement to Waive Rights to Benefits.

Independent Contractor hereby waives and foregoes the right to receive any benefits given by the County to its regular employees, including, but not

limited to, health benefits, workers compensation benefits, vacation and sick leave benefits, profit sharing plans, such as 401 (k) plans. Independent Contractor is not an employee, and he agrees that he is not covered under these plans. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to the Independent Contractor by virtue of his services to the County, and is effective for the entire duration of Independent Contractor's agreement with the County. This waiver is effective independently of Independent Contractor's employment status as adjudged for taxation purposes or for any other purpose.

6. Termination.

This Agreement shall be terminated at the conclusion of the Scope of Work. It may be terminated prior to the completion or achievement of the Scope of Work for cause by either party. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this Agreement. It shall continue under the same terms and conditions as set forth herein only by written agreement between parties.

7. Severable Provisions.

The provisions of this Agreement are severable, and if any or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provision and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

8. Modifications.

This Agreement may be modified only by a contract in writing executed by the party to this Agreement against whom enforcement of such modification is sought.

9. Waiver.

Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

10. Drafting Ambiguities.

Each party to this Agreement has reviewed and had the opportunity to revise this Agreement. Each party to this Agreement has had the opportunity to have legal counsel review and revise the Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

11. Law of New Mexico

This contract shall be interpreted under New Mexico law.

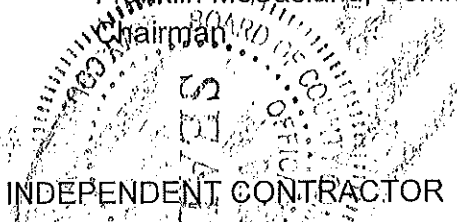
12. Effective Date

This contract shall be binding and in effect on June 13, 2022 for a period of twelve (12) months.

Dated this 13th Day of June, 2022.

Quay County Government

BY Franklin McCasland
Franklin McCasland, Commission
Chairman



INDEPENDENT CONTRACTOR

BY Richard Primrose
Richard Primrose