



# Quay County Government

300 South Third Street, Tucumcari, NM 88401

Post Office Box 1246

Phone: (575)461-2112 Fax: (575) 461-6208

## AGENDA REGULAR SESSION QUAY COUNTY BOARD OF COMMISSIONERS February 10, 2025

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

Pledge of Allegiance

Approval of Minutes-Regular Session January 27, 2025

Approval/Amendment of Agenda

### Public Comment

### New Business

- I. **Linda Gonzalez, Tucumcari Public Library Director**
  - Presentation of **Board Appointment**
  - Request Approval of **Library Funding**
  
- II. **Jamie Luaders, TQRECC Director**
  - Requests Approval of **Enhanced 911 Act Grant Program Amendment 1**
  - **Dispatch Update**
  
- III. **Stephen Salas, Quay County Road Superintendent**
  - Presentation of **Blade Report**
  - Presentation of **Road Update**
  
- IV. **Chris Eccles, Quay County Detention Administrator**
  - Request Approval of **Jail Services Agreement (Summit)**
  
- V. **Bill Kardokus, Quay County Emergency Manager**
  - Request Approval of **Second Quarter EMPG Report**
  - Request Approval of **Second Quarter SHSGP Report**
  - Presentation of **Emergency Management Update**
  
- VI. **Rico Morano, Quay County DWI Coordinator**
  - Request Approval of **Second Quarter DWI Report**
  - Presentation of **DWI Update**
  
- VII. **Samantha Salas, Quay County Finance Director**
  - Request Approval of **Resolution No. 40 Property Disposal**
  - Request Approval of **Second Quarter LGBMS Report**
  - Request Approval of **Payment Approval Report**



DOC #CM-00595

02/24/2025 12:04 PM Doc Type: COCOM

Fee: (No FieldTag Finance.TotalFees found)

Quay County, NM Veronica Manley - County Clerk,

Pages: 62



**VIII. Daniel Zamora, Quay County Manager**

- Request Approval of **Standard Form of Agreement Between Owner and Architect (Stantec)**
- Request Approval of **Engagement Agreement (Rodey)**
- Presentation of **January GRT Report**
- Presentation of **Manager's Report**

**IX. Adjourn**

**REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS**  
**February 10, 2025**  
**9:00 A.M.**

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 10<sup>th</sup> day February, 2025 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:

Jerri Rush, Chairwoman  
Brian Fortner, Member  
Dallas Dowell, Member  
Veronica Manley, County Clerk  
Daniel Zamora, County Manager

OTHERS PRESENT:

SEE ATTACHED LIST

Public Comments: The following people spoke during this portion regarding the D O E presentation.

- Ed Hughes
- Patty Hughes
- Bill Humphries
- Scott Payn

Chairwoman Rush called the meeting to order and led the Pledge of Allegiance.

A MOTION was made by Brian Fortner SECONDED by Dallas Dowell to approve the January 27, 2025, regular session minutes. MOTION carried with Rush voting “aye”, Dowell voting “aye” and Fortner voting “aye”.

Daniel Zamora, County Manager, requested to remove 2<sup>nd</sup> item on Samantha Salas report from the agenda. A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve the agenda with changes. MOTION carried with Rush voting “aye”, Dowell voting “aye” and Fortner voting “aye”.

NEW BUSINESS:

Linda Gonzales, Director at the City of Tucumcari Library, confirmed Agnes Marano as the Advisory Board member for Quay County.

Gonzalez requested approval of Library funding in the annual amount of \$3,000. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve request. MOTION carried with Rush voting “aye”, Fortner voting “aye” and Dowell voting “aye”.

Jamie Luaders, TQRECC Director requested approval of Enhanced 911 Act Grant Program Amendment 1. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve Amendment 1. MOTION carried with Rush voting “aye”, Fortner voting “aye” and Dowell voting “aye”. A copy is attached.

Luaders presented the dispatch report.

Quay County Road Superintendent, Stephen Salas presented the blade report. A copy is attached

Salas provided the following road update:

- Quay Road M is completed today.
- Crews are staying busy with maintenance projects.
- Daniel Zamora and Stephen Salas will be attending Transportation Day at the Round House tomorrow.

Chris Eccles, Quay County Detention Administrator, requested approval of Jail Services Agreement. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve agreement. MOTION carried with Rush voting “aye”, Fortner voting “aye” and Dowell voting “aye”.

Bill Kardokus, Quay County Emergency Manager, gave an Emergency Management update for his office and presented the following items for approval:

- Approval of Second Quarter EMPG Report. A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve report. MOTION carried with Rush voting “aye”, Fortner voting “aye” and Dowell voting “aye”. A copy is attached.
- Approval of Second Quarter SHSGP Report. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve report. MOTION carried with Rush voting “aye”, Fortner voting “aye” and Dowell voting “aye”.

Rico Morano, Quay County DWI Coordinator, gave a DWI update for his office and requested approval of Second Quarter DWI Report. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve DWI report. MOTION carried with Rush voting “aye”, Fortner voting “aye” and Dowell voting “aye”. A copy is attached.

Samantha Salas, Quay County Finance Director, requested approval of Resolution No.40: Property Disposal. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve Resolution. MOTION carried with Rush voting “aye”, Fortner voting “aye” and Dowell voting “aye”. A copy is attached.

Salas presented the Accounts Payable. A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve the Accounts Payable Report. MOTION carried with Rush voting "aye", Dowell voting "aye" and Fortner voting "aye".

Daniel Zamora, Quay County Manager requested approval of the following items:

- Approval of Standard Form of Agreement Between Quay County and Stantec for hospital design. A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve agreement. MOTION carried with Rush voting "aye", Fortner voting "aye" and Dowell voting "aye". A copy is attached.
- Approval of Legal Services Agreement with Rodey, Dickason, Sloan, Akin, and Robb, P. A., related to NMFA Loans. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve Agreement. MOTION carried with Rush voting "aye", Fortner voting "aye" and Dowell voting "aye". A copy is attached.

Zamora presented the GRT report.

Zamora presented the following items for the Managers Report.

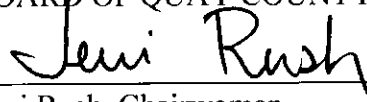
- Introduced Adrian Jones as the new Asset and Grant Manager for the Managers office.
- Fairground renovation meeting is February 18, 2025 at 5:30 pm at the Extension Office.

Other Quay County Business That May Arise during the Commission Meeting and/or comments from the Commissioners: NONE

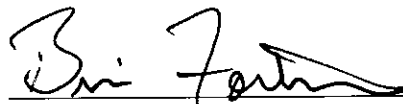
There being no further business, a MOTION was made by Brian Fortner SECONDED by Dallas Dowell to adjourn. MOTION carried with Rush voting "aye", Fortner voting "aye" and Dowell voting "aye". Time noted 10:15 a.m.

Respectfully submitted by Veronica Manley, County Clerk.

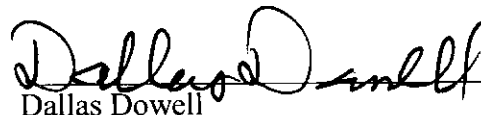
BOARD OF QUAY COUNTY COMMISSIONERS



Jerri Rush, Chairwoman



Brian Fortner



Dallas Dowell



ATTEST:



Veronica Manley, County Clerk

QUAY COUNTY COMMISSION MEETING

ATTENDANCE SHEET

February 10, 2025

**PRINTED NAME**

**ADDRESS**

PRINTED NAME	ADDRESS
Danny Wallace	2599 QR 51 Brady NM. 88120
Rico Marano	113 S Main
Jordan Garcia	113 e Main
Adrian Jones	1417 S. Monroe
Samantha Galas	2715 Tiffany Rd
Stephen Solas	1301 E center
Bill Humphries	Box 861
Lucas Bugg	6091 Quay Rd AT
Tommy Wallace	5195 QR AC. Grady
Ed Hughes	702 Quay Road 93
Patty Hughes	"
Chris Eckles	223 W. high St
Linda Gonzalez	221 E. Maple ave
Michael Fitzgerald	130 Fitzgerald Ln Mosquero NM 87733
LEE SHARP	
LT Sharp	5992 Rt 66 Box 10 Tucumcari, NM 88401
Scott Pagn	
Bill Krokus Kardokus	
Melanie Black	111 W. Barnes Ave Tucumcari, NM 88401
Teresa Cafferty	Jamie Kardokus Assessor
Demis Darcia	Rico Marano

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION  
ENHANCED 911 ACT GRANT PROGRAM

GRANT AMENDMENT 1

Project No. 25-E-14

**THIS GRANT AMENDMENT**, hereinafter referred to as the “Amendment”, is made and entered into by and between the Department of Finance and Administration (DFA) acting through the Local Government Division, Bataan Memorial Building, Suite 202, Santa Fe, New Mexico

87501, hereinafter called the “**Division**”, and the **County of Quay**, hereinafter called the “**Grantee**”, and collectively referred to as the “**Parties**”.

**WHEREAS**, The Parties entered into a grant agreement, effective July 1, 2024 for an award of grant assistance to the Grantee in the amount of **\$704,601.00** for enhanced 911 services and equipment,

**WHEREAS**, on January 16, 2025, the State Board of Finance and the Division amended the Grantee budget to **\$801,740.00** for enhanced 911 services and equipment,

**WHEREAS**, the Grantee and the Division desire to memorialize through this Amendment the terms and conditions upon which the Grant Agreement, as amended, will be administered.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The “Exhibit C” of the Grant Agreement is hereby replaced in its entirety with “Exhibit C” attached hereto.
2. All other provisions of the Grant Agreement not amended herein remain in full force and effect.

**IN WITNESS WHEREOF**, the Grantee and the Division do hereby execute this Grant Agreement.

**THIS AMENDMENT** has been approved by:

**GRANTEE**

_____	_____
Authorized Signatory	Date
Daniel Zamora	
_____	
(Printed Name)	
County Manager	Quay County
_____	
(Title, Organization)	

**DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION**

By: _____	_____
Cecilia Mavrommatis, Local Government Division Director	Date



**New Mexico E-911 Program Grant**  
**Local Government Division**  
**Department of Finance and Administration**

Exhibit C

<b>Grantee:</b>	County of Quay	<b>Grant Award:</b>	801,740
<b>Address:</b>	PO Box 1188	<b>Project Number:</b>	25-E-14
	Tucumcari, NM 88401	<b>Grant Period:</b>	July 1, 2024 - June 30, 2025
<b>Telephone:</b>	505-461-4400		
<b>Number of Funded PSAP Positions:</b>		Tucumcari - 4	

<b>Budget Line Items</b>	<b>Total Budgeted Amount</b>
<b>Capital</b>	
E-911 Equipment Upgrades	425,922
NextGen 9-1-1 ESInet & NGCS	158,269
Dispatch Software	
Recorder	
UPS/Generator	73,495
<b>Capital Subtotal</b>	<b>657,686</b>
<b>Recurring Network/Managed Services</b>	
E-911 Voice Network	54,810
Data Network	1,500
NextGen 9-1-1 ESInet	6,686
NextGen 9-1-1 NGCS	9,040
Wireless Cost Recovery	-
<b>Recurring Network/Circuit Subtotal</b>	<b>72,036</b>
<b>Recurring Maintenance</b>	
System Maintenance	45,501
<b>Recurring Maintenance Subtotal</b>	<b>45,501</b>
<b>Services/Training</b>	
911 Related Training	4,000
911 Related GIS	4,000
911 Consulting Services	3,087
GIS Consulting Services	11,430
Interpretive Services	1,000
Minor Equipment	3,000
<b>Services/Training Subtotal</b>	<b>26,517</b>
<b>TOTAL</b>	<b>801,740</b>

DATE/24	NAME	ROAD BLADED	BLOCKS	MILES	ADDITIONAL WORK TO ROAD/COMMENTS
1/6/25	DONALD	QUAY ROAD T	6400-6500	1.00	
	DONALD	QUAY ROAD 65	1800-2100	3.00	
	LARRY	QUAY ROAD AG	3100-3500	4.00	
	TYLER	QUAY ROAD AV	3600-3900	3.00	
1/7/25	DONALD	QUAY ROAD M	5900-6000	1.00	
	DONALD	RT 66	1100-1300	2.00	
	TONY	QUAY ROAD 63.8	3600-3700	1.00	
	TONY	QUAY ROAD 63.5	3600-3650	0.50	
	TONY	QUAY ROAD 64	3600-3700	0.79	
	TONY	QUAY ROAD AK.4	6350-6375	0.22	
	TONY	QUAY ROAD AJ	6575-6700	1.15	
1/8/25	TONY	QUAY ROAD 93	1600-1800	2.00	
	TONY	QUAY ROAD R	9200-9400	2.00	
	LARRY	QUAY ROA BC	2600-2700	1.00	
1/10/2025	CREW	QUAY ROAD AV	3600-3700	1.00	SNOW REMOVAL
	CREW	QUAY ROAD 36	4700-4800	1.00	SNOW REMOVAL
	CREW	QUAY ROAD AW	3600-3700	1.00	SNOW REMOVAL
	CREW	QUAY ROAD AY.5	3650-3700	0.50	SNOW REMOVAL
	CREW	QUAY ROAD BD.5	3700-3775	0.60	SNOW REMOVAL
	CREW	QUAY ROAD BE	3975-4025	0.50	SNOW REMOVAL
	CREW	QUAY ROAD BC	3300-3700	4.00	SNOW REMOVAL
	CREW	QUAY ROAD BC.8	3300-3375	0.67	SNOW REMOVAL
	CREW	QUAY ROAD 33	5300-5600	3.00	SNOW REMOVAL
	CREW	QUAY ROAD AZ	2900-3300	4.00	SNOW REMOVAL
	CREW	QUAY ROAD AY	3000-3100	1.00	SNOW REMOVAL
	CREW	QUAY ROAD 32	5000-5100	1.00	SNOW REMOVAL
	CREW	QUAY ROAD 31	5100-5150	0.50	SNOW REMOVAL
	CREW	QUAY ROAD 30	5000-5100	1.00	SNOW REMOVAL
	CREW	QUAY ROAD 29	5000-5100	1.00	SNOW REMOVAL
	CREW	QUAY ROAD M	5200-5900	7.00	SNOW REMOVAL
	CREW	QUAY ROAD 49	2000-2075	0.75	SNOW REMOVAL
	CREW	QUAY ROAD M	5200-5900	7.00	SNOW REMOVAL
1/11/25	CREW	QUAY ROAD AX	3000-3500	5.00	SNOW REMOVAL
	CREW	QUAY ROAD 26	4975-5000	0.25	SNOW REMOVAL
	CREW	QUAY ROAD 35	4875-4900	0.25	SNOW REMOVAL
	CREW	QUAY ROAD 26	4975-4950	0.25	SNOW REMOVAL
	CREW	QUAY ROAD 25	5000-5200	2.00	SNOW REMOVAL
1/13/25	DONALD	RT 66	1600-1700	1.00	
	DONALD/JAMES	QUAY ROAD 50	1200-1800	7.53	BLADE SNOW OFF ROAD
	DONALD/JAMES	QUAY ROAD 49	2000-2200		BLADE SNOW OFF ROAD
	LARRY/TYLER	QUAY ROAD 24	5000-5600	6.00	SNOW REMOVAL
	LARRY/TYLER	QUAY ROAD 27	4400-4900	5.00	SNOW REMOVAL
	LARRY/TYLER	QUAY ROAD 31	4500-4600	1.00	SNOW REMOVAL
	LARRY/TYLER	QUAY ROAD 36	4200-4300	1.00	SNOW REMOVAL
	LARRY/TYLER	QUAY ROAD AS	3400-3500	1.00	SNOW REMOVAL
	CREW	QUAY ROAD 34	3100-3675	5.75	SNOW REMOVAL
	CREW	QUAY ROAD AF	3400-3600	2.00	SNOW REMOVAL
	CREW	QUAY ROAD 36	3100-3500	4.00	SNOW REMOVAL
1/14/2025	DONALD	QUAY ROAD X	3600-3800	2.00	SNOW REMOVAL
	DONALD	QUAY ROAD 36	2300-2400	1.00	SNOW REMOVAL
	DONALD	QUAY ROAD 37	2400-2500	1.00	SNOW REMOVAL
	DONALD	QUAY ROAD 38	3900-4100	2.00	SNOW REMOVAL
	LARRY/TYLER	QUAY ROAD 36	2900-4200	13.00	SNOW REMOVAL
	TONY	RT 66	0500-0900	4.00	
	TONY	RT 66	1100-1300	2.00	
1/15/25	LARRY	QUAY ROAD AG	3900-4100	3.00	SNOW REMOVAL
	LARRY	QUAY ROAD 40	3000-3500	5.00	SNOW REMOVAL
	LARRY	QUAY ROAD 31	2950-3300	3.50	SNOW REMOVAL/INCOMPLETE TO MUDDY
	LARRY	QUAY ROAD AE	3100-3400	3.00	SNOW REMOVAL
	LARRY	QUAY ROAD 34	2750-3100	3.50	SNOW REMOVALINCOMPLETE SNOW DRIFTS TO HIGH
	LARRY	QUAY ROAD 38	3300-3400	1.00	SNOW REMOVAL

	TONY	RT 66	0001-0005	4.00	
	TONY	QUAY ROAD 58	1700-1800	1.00	
	TYLER	QUAY ROAD BK	5300-5700	4.00	
1/16/25	LARRY/TYLER	QUAY ROAD O	5900-6000	1.00	
	LARRY/TYLER	QUAY ROAD 64	1500-1800	3.00	
1/20/25	DONALD	QUAY ROAD Q	5900-6050	1.26	
	DONALD	QUAY ROAD 60	1670-1820	1.52	
	DONALD	QUAY ROAD 64	1800-2100	3.00	
1/21/25	LARRY	QUAY ROAD 42	2100-2400	3.00	SNOW REMOVAL
	LARRY	QUAY ROAD 44	1800-1900	1.00	SNOW REMOVAL
	ANTONIO	QUAY ROAD AK	570-5800	1.00	
	ANTONIO	QUAY ROAD AG	6500-6650	1.50	
	ANTONIO	QUAY ROAD AE	6900-7100	2.00	
	DONALD	QUAY ROAD H	6600-6700	1.00	
	DONALD	QUAY ROAD 67	2700-2800	1.00	
1/22/25	TONY	QUAY ROAD H	6700-7000	3.00	
	TONY	QUAY ROAD 70	7000-8000	1.00	
	TONY	QUAY ROAD 69	7000-8000	1.00	
	LARRY/TYLER	QUAY ROAD 43	1900-2100	2.00	SNOW REMOVAL
	LARRY/TYLER	QUAY ROAD 44	1500-1900	4.00	SNOW REMOVAL
	LARRY/TYLER	QUAY ROAD 45	1500-1800	3.00	SNOW REMOVAL
	LARRY/TYLER	QUAY ROAD 46	1900-2200	3.00	SNOW REMOVAL
	LARRY/TYLER	QUAY ROAD 47	1500-2000	5.00	SNOW REMOVAL
	LARRY/TYLER	QUAY ROAD Q	4600-4700	1.00	SNOW REMOVAL
	LARRY/TYLER	QUAY ROAD P	4400-4600	2.00	SNOW REMOVAL
1/23/25	TONY	QUAY ROAD L	8800-9400	6.00	
	LARRY	QUAY ROAD 34	2700-2800	1.00	SNOW REMOVAL
	LARRY	QUAY ROAD AC	3200-3400	2.00	SNOW REMOVAL
	LARRY	QUAY ROAD 32	2800-2900	1.00	SNOW REMOVAL
	LARRY	QUAY ROAD 31	2900-3000	1.00	SNOW REMOVAL
	LARRY	QUAY ROAD 30	2700-2900	2.00	SNOW REMOVAL
	LARRY	QUAY ROAD 37	2900-3300	4.00	SNOW REMOVAL
1/27/25	DONALD	QUAY ROAD N	6500-6600	1.00	
	DONALD	QUAY ROAD K	6600-6650	0.50	
	DONALD	QUAY ROAD J	6600-6900	3.00	
	TYLER/LARRY	QUAY ROAD 31	4800-4900	1.00	SNOW REMOVAL
	TYLER/LARRY	QUAY ROAD 33	4800-4900	1.00	SNOW REMOVAL
	TYLER/LARRY	QUAY ROAD 25	3900-4400	5.00	SNOW REMOVAL
	TYLER/LARRY	QUAY ROAD 66.5	4000-4150	1.64	
1/28/25	DONALD	QUAY ROAD Y	7600-7650	0.50	
	DONALD	QUAY ROAD Y			
	DONALD	QUAY ROAD 78	2500-2675	1.81	
	TYLER	QUAY ROAD AZ	3100-3300	2.00	
	TYLER	QUAY ROAD AY	3100-3300	2.00	
1/29/25	TYLER	QUAY ROAD AY	3000-3100	1.00	
	TYLER	QUAY ROAD AZ	2900-3100	2.00	
	TONY	QUAY ROAD V	7800-7725	0.57	
	TONY	QUAY ROAD 90	1700-1850	1.50	
	TONY	QUAY ROAD AF	7620-7800	1.80	
	ANTONIO	QUAY ROAD AJ	6300-6400	1.00	
	ANTONIO	QUAY ROAD AP.5	6600-6700	1.00	
1/30/2025	TONY	QUAY ROAD 92	1800-2100	3.00	
	TONY	QUAY ROAD S	9300-9400	1.00	
	TONY	QUAY ROAD R	9000-9200	2.00	
	ANTONIO	QUAY ROAD 65	4225-4440	2.33	
	ANTONIO	QUAY ROAD AP	6200-6300	1.00	
	TYLER	QUAY ROAD 30	4900-5000	1.00	MASSIVE WASHOUT
		<b>TOTAL</b>		<b>254.14</b>	

New Mexico Department of Homeland Security & Emergency Management  
 FY 2023 Emergency Management Performance Grant - Quarterly Performance Progress Report



<b>GRANT PROGRAM</b>	EMPG	<b>GRANT NUMBER</b>	EMPG 2024-Quay
<b>SUBRECIPIENT</b>	QUAY COUNTY	<b>TODAY'S DATE</b>	01/07/2025
<b>POINT OF CONTACT</b>	Bill Kardokus	<b>PHONE #</b>	(575) 461-8535
<b>E-MAIL ADDRESS</b>	BILL.KARDOKUS@QUAYCOUNTY-NM.GOV		

LOCAL SUBRECIPIENT QUARTERLY REPORT		
PERFORMANCE PERIOD	LOCAL REPORT	REPORT DUE DATE
October 1 - December 31	Quarterly PPR & FFR	January 15
<b>Current Status of Grant Activities</b>	<input checked="" type="checkbox"/> On Schedule <input type="checkbox"/> Activities Behind Schedule <input type="checkbox"/> DELAYED < 90 days	

EMPG FUNDED POSITION ROSTER		
FUNDED POSITION	NAME OF INDIVIDUAL IN POSITION	PERCENT FUNDED
EMERGENCY MANAGER	Bill Kardokus	100%

EMPG ARPA / OFF CYCLE FUNDING	
What is the total dollar amount of your Sub-grant Award?	\$28,011.50
What is the total dollar amount expending <u>this quarter</u> ?	\$7291.98
What is the total dollar amount expended <u>since the start date</u> of the SGA?	\$14701.35

**PROGRAM NARRATIVE**

**PROJECT ACTIVITIES:** Submitted HMP grant application; researched mitigation grant opportunities for road, siren and generator projects; Attended several SOS Election preparation virtual meetings; Had IPAWS discussion with Region 6 representative; Attended PER 294 Testing an Emergency Operations Plan in a Rural EOC training; Attended NM Emergency Manager Conference; Met with Tucumcari Fire Chief and siren company (Omni-Warn) about maintenance contract on existing sirens along with additional needs for Logan; Attended Agriculture Annex Workshop with local Ag extension agent, reviewed EOP and built capabilities, received large animal rescue tools; Attended PER 353 Active Shooter Incident Management; Chaired county active shooter/MCI meeting in preparation for active shooter/MCI tabletop scheduled for Feb 12, 2025; Partial EOC stand up for election (reported one suspicious vehicle to local PD); Met with all hotels in the county in preparation for upcoming Winter Storm Anya; Toured Tucumcari Public Schools with LE, Fire and EMS to do hazard analysis; Attended meeting to discuss Regional Emergency Planning Committee with Union, Hardin and Quay Counties conducted by DHSEM; Attended San Juan County's EOC training and exercise; preparations for Union Pacific railway training in Tucumcari; HMPG Kickoff meeting; Attended L0101 Foundations of Emergency Management; Attended ICS-400; Prepared for meeting to make assignments of personnel to ESFs in EOC; Prepared document to present for establishing MAC groups; arranged for a deputy and dispatcher to attend 40 hour FBI negotiation course and started talks to have an 8 hour course presented in Quay County; Completed AWR-148-W Crisis Management for School Based Incidents- Preparing Rural Law Enforcement, First Responders and Local School Systems; Sent in final RFA for 2022 SHSGP

**PROJECT MODIFICATIONS:** Explain any work plan modifications for this quarter.  
 N/A

**New Mexico Department of Homeland Security & Emergency Management**  
**FY 2023 Emergency Management Performance Grant - Quarterly Performance Progress Report**

**THIRA & SPR:** Explain how this project closes capability gaps identified in the THIRA and SPR.  
 Work continues on THIRA. Review and modifying EOP by assigning individuals to specific ESF's;

**UNMET NEEDS, ISSUES/CONCERNS:** Report any issues or concerns or unmet needs encountered while conducting grant activities; how they affect the project outcomes and how they were/or will be resolved.

**COLLABORATIVE EFFORTS:** Multi-Agency and Community tabletop regarding county MCI plan; Began talks with Union Pacific to schedule community emergency response regarding rail disasters, training scheduled for Nov 23.

**SHORTFALLS:** Describe shortfalls encountered, how they affect the outcome of the work plan, and how they were/will be mitigated? (For example: real-world emergency or disaster, back-ordered equipment, delays in installation, etc.)

**ADDITIONAL ACTIVITIES:** Report additional activities which took place in this quarter.

<b>CERTIFICATION BY SUB-RECIPIENT</b>	
<b>Initial &amp; Sign Below.</b>	I certify that the activities conducted are aligned with the federal and state Emergency Management Grant Program Notice of Funding Opportunity (NOFO), NMDHSEM's fully executed Sub-Grant Agreement, approved work plan, Integrated Improvement Plan (IPP), and budget sheets.
	The sub-recipient agrees to comply with the SHSGP grant guidelines and has received NMDHSEM prior approval where required.
	I certify that by entering my name electronically indicates my official digital signature.
 _____ <b>EMPG PROGRAM OFFICIAL</b>	_____ <b>DATE</b>

<b>NMDHSEM GRANTS SUPPORT UNIT</b>	
_____ <b>GRANTS MANAGER SINGATURE</b>	_____ <b>DATE</b>



STATE OF NEW MEXICO

DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

QUARTERLY FINANCIAL PROGRESS REPORT

The information in this report will be used by the grantor agency to monitor grantee cash flow, grantee performance and project implementation to ensure proper use of Federal funds. No further monies or other benefits may be paid out under this program unless this report is completed and filed as required. All reimbursement requests must be accompanied by supporting documentation such as copies of invoices, delivery receipts, timesheets, certified payroll reports, warrants, contracts, etc.

1. GRANTEE NAME & ADDRESS		2. STATE GRANT NUMBER		3. REPORTING PERIOD	
Quay County 300 S 3rd St. Tucumcari, NM 88401		EMPG2024-Quay		FROM: October 1, 2024	
		4. REPORT NUMBER		TO: December 31, 2024	
		2			
5. GRANT YEAR	6. GRANT TYPE	7. GRANT AMOUNT	8. REPORT TYPE (QUARTERLY OR FINAL)		
2024	EMPG	\$28,012.00	Quarterly		
9. NAME/TITLE OF PROJECT MANAGER			10. SIGNATURE OF PROJECT MANAGER		DATE
Bill Kardokus / Emergency Manager					1/29/25

11. BUDGET TABLE							
	Equipment	Exercise	Training	Planning	Salary	Benefits	Emergency Management Operating Costs
Total Grant Award Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,012.00
Previously Reported Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,018.67
Total Reimbursement Requested To Date	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,018.67
Total Payments Received To Date	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures This Quarter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,291.98
Reimbursement Requested This Quarter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,291.98
Local Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,291.98
Grant Amount Remaining	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,701.35

**CERTIFICATION BY GRANTEE:** I certify that the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible, and allowable expenditures consistent with the project goals and objectives and grant guidance, have not been previously requested, and that payment is due.

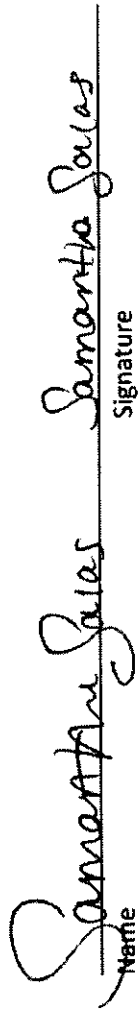
SIGNATURE OF CHIEF FINANCIAL OFFICER	DATE
	1.29.25

PAY PERIOD	WAGES	FICA 6.2%	MEDCARE 1.45%	PERA	RHCA	INSURANCE	WKCOM	Total Benefits	Hourly Rate
10/10/2024	\$ 1,520.00	\$ 87.76	\$ 20.53	\$ 171.76		\$ 247.33		\$ 527.38	\$19.00
10/24/2024	\$ 1,520.00	\$ 87.76	\$ 20.53	\$ 171.76		\$ 247.33		\$ 527.38	\$19.00
11/7/2024	\$ 1,520.00	\$ 87.76	\$ 20.53	\$ 171.76		\$ 247.33		\$ 527.38	\$19.00
11/21/2024	\$ 1,520.00	\$ 87.76	\$ 20.53	\$ 171.76		\$ 247.33		\$ 527.38	\$ 19.00
12/5/2024	\$ 1,520.00	\$ 87.76	\$ 20.53	\$ 171.76		\$ 247.33		\$ 527.38	\$19.00
12/19/2024	\$ 1,770.00	\$ 87.76	\$ 20.53	\$ 171.76		\$ 247.33	\$ 2.30	\$ 529.68	\$19.00
1/2/2025	\$ 1,520.00	\$ 87.76	\$ 20.53	\$ 171.76		\$ 247.33		\$ 527.38	

<b>SUB-TOTAL</b>	\$ 10,890.00	\$ 614.32	\$ 143.71	\$ 1,202.32	\$ -	\$ 1,731.31	\$ 2.30	\$ 3,693.96	
<b>TOTAL</b>	\$ 10,890.00	\$ 614.32	\$ 143.71	\$ 1,202.32	\$ -	\$ 1,731.31	\$ 2.30	\$ 3,693.96	
<b>50%</b>	\$ 5,445.00	\$ 307.16	\$ 71.86	\$ 601.16	\$ -	\$ 865.66	\$ 1.15	\$ 1,846.98	

<b>Wages</b>	\$ 5,445.00
<b>Benefits</b>	\$ 1,846.98
<b>TOTAL INVOICE</b>	\$ 7,291.98

I, Samantha Salas\_ certify that this payroll correct and true.


  
Name: Samantha Salas Signature: Samantha Salas

**NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT**  
**Request for Reimbursement - Non-Disaster**



NAME OF GRANT \_\_\_\_\_

EMPG \_\_\_\_\_

\*Exactly as specified on Sub-Grant Agreement

Sub-Grant No. EMPG2024-Quay

Recipient's Name QUAY COUNTY

Remit Address PO BOX 1246 TUCUMCARI, NM 88401

Point of Contact Bill Kardokus

e-Mail LL.KARDOKUS@QUAYCOUNTY-NM.GC

Phone (575) 461-3585

Date 1/17/2025

POP 7/1/2024-6/30/2025

Invoice # 2

Partial Payment Amount: \$ 7291.98

Final Payment Amount: \$ \_\_\_\_\_

REMIT TO ADDRESS: (If different than Sub-Grantee info.)

300 South Third St

Tucumcari, New Mexico 88401

P.O. Number \_\_\_\_\_

P.O. Line Numbers \_\_\_\_\_

Payment  Final  Partial

Quarterly Reports Current  Yes  No

Sub-Grant Analyst Reviewed \_\_\_\_\_ Date \_\_\_\_\_

Voucher Number \_\_\_\_\_ Amount \$ \_\_\_\_\_

Financial Specialist Review \_\_\_\_\_ Date \_\_\_\_\_

The aforementioned jurisdiction has met all programmatic performance requirements, has no outstanding compliance issues, and the expenses related to this request are allowable under this grant and sub-grant.

Program Signature / Date: \_\_\_\_\_

PROJECT/EXPENSES	APPROVED BUDGET			EXPENSE THE AMOUNT TO DATE		
	SUB-GRANT FUNDS	COST MATCH FUNDS	SUB-GRANT FUNDS	COST MATCH FUNDS	SUB-GRANT FUNDS	COST MATCH FUNDS
1 WAGES AND BENEFITS	\$ 28,012.00	\$ 28,012.00	\$ 7,291.98	\$ 7,291.98	\$ 6,018.67	\$ 14,701.35
2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 28,012.00</b>	<b>\$ 28,012.00</b>	<b>\$ 7,291.98</b>	<b>\$ 7,291.98</b>	<b>\$ 6,018.67</b>	<b>\$ 14,701.35</b>

I, Bill Kardokus, do hereby certify, 1) the information on this invoice is true and correct, 2) the expenses are allowable under the grant and sub-grant, 3) the match requirement has been met, and 4) the attached documentation is valid.

Sub-Recipient Signature

I, Samantha Salas, certify this invoice and the documentation has been reviewed and the expenses are allowable, inc compliance with the grant ans sub-grant requirements.

Samantha Salas  
 Sub-Recipient Fiscal Officer Signature

1/31/25  
 Date

1.29.25  
 Date

I do hereby certify, 1) the information on this invoice is true and correct, 2) the match requirement has been met, and 3) the attached back-up documentation is valid and this invoice and all of its backup documentation has been reviewed and is in accordance with corresponding grant and sub-grant requirements.

Grants Manager Signature & Date \_\_\_\_\_

Grants Management Bureau Chief Signature & Date 1-30-25



New Mexico Department of Homeland Security & Emergency Management  
 Homeland Security Sub-Recipient Quarterly Progress Report



<b>GRANT PROGRAM</b>	SHSGP	<b>GRANT NUMBER</b>	EMW-2022-22-00044
<b>SUBRECIPIENT</b>	Quay County	<b>TODAY'S DATE</b>	01/07/2025
<b>POINT OF CONTACT</b>	Bill Kardokus	<b>PHONE #</b>	575-461-8535
<b>E-MAIL ADDRESS</b>	Bill.kardokus@quaycounty-nm.gov	<b>COUNTY</b>	Quay

LOCAL SUBRECIPIENT QUARTERLY REPORT		
PERFORMANCE PERIOD	LOCAL REPORT	REPORT DUE DATE
October 1 - December 31	Quarterly PPR	January 15
<b>Current Status of Grant Activities</b>	<input checked="" type="checkbox"/> On Schedule <input type="checkbox"/> Activities Behind Schedule <input type="checkbox"/> DELAYED < 90 days	

GRANT AWARD STATUS	
What is the total dollar amount of your Sub-grant Award?	\$100,000
What is the total dollar amount expending this quarter?	\$6,825.43
What is the total dollar amount expended since the start date of the SGA?	\$49,197.43
What is the total percentage completed for the entire project, as it relates to funds expended?	49.2%

**PROJECT MILESTONES AND ACHIEVEMENTS** (If "DELAYED < 90 days" box is marked "X", please explain in the Overall Project Status Narrative section(s) below for the appropriate project(s).)

NAME OF PROJECT #1	CyberSecurity	% of Project Complete	90
<b>MILESTONES</b>	SQL Server update and replacement of end of life toughbooks. Replacement of large format printer; transition of IT service provider. Update and replacement of end of life computers and peripherals		
<b>ACHIEVEMENTS</b>	SQL Server update and replacement of end of life toughbooks. Purchase of large format printer		
<input checked="" type="checkbox"/>	<b>STEP ACTION</b>	<b>DESCRIPTIVE NARRATIVE</b>	
<input checked="" type="checkbox"/>	<b>INITIATE</b>		
<input checked="" type="checkbox"/>	<b>PLAN</b>		
<input checked="" type="checkbox"/>	<b>EXECUTE</b>	Inspection of the server found items that needed to be addressed before SQL software could be installed. These items have been addressed and SQL will be installed. Amendment was approved to add hardware and peripherals to this grant. Additionally, New toughbooks for SO have been received and are being setup by IT. We have updated and installed new large format printer/scanner that is used for bringing blueprints in to CAD for law enforcement and other uses. We are transitioning to inhouse IT support for users and have a new IT support company for servers. As a result we are updating virus software, firewall protection and additional dated hardware. Quotes are being sought out for this. Update and replacement of end of life computers and peripherals; Final RFA submitted	
<input type="checkbox"/>	<b>CONTROL</b>		
<input type="checkbox"/>	<b>CLOSE OUT</b>		

**OVERALL PROJECT STATUS NARRATIVE**  
 SQL Server update and replacement of end of life toughbooks. Replacement of large format scanner/printer. Update and replacement of end of life computers and peripherals; Final RFA submitted

NAME OF PROJECT #2		% of Project Complete
<b>MILESTONES</b>		
<b>ACHIEVEMENTS</b>		
<input type="checkbox"/>	<b>STEP ACTION</b>	<b>DESCRIPTIVE NARRATIVE</b>
<input type="checkbox"/>	<b>INITIATE</b>	
<input type="checkbox"/>	<b>PLAN</b>	
<input type="checkbox"/>	<b>EXECUTE</b>	
<input type="checkbox"/>	<b>CONTROL</b>	

New Mexico Department of Homeland Security & Emergency Management  
 Homeland Security Sub-Recipient Quarterly Progress Report



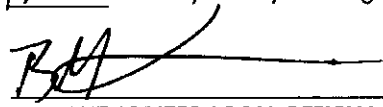
<input type="checkbox"/>	<b>CLOSE OUT</b>	
<b>OVERALL PROJECT STATUS NARRATIVE</b>		
Enter a brief narrative.		

<b>NAME OF PROJECT #3</b>		<b>% of Project Complete</b>
<b>MILESTONES</b>		
<b>ACHIEVEMENTS</b>		
<b>X</b>	<b>STEP ACTION</b>	<b>DESCRIPTIVE NARRATIVE</b>
<input type="checkbox"/>	<b>INITIATE</b>	
<input type="checkbox"/>	<b>PLAN</b>	
<input type="checkbox"/>	<b>EXECUTE</b>	
<input type="checkbox"/>	<b>CONTROL</b>	
<input type="checkbox"/>	<b>CLOSE OUT</b>	
<b>OVERALL PROJECT STATUS NARRATIVE</b>		
Enter a brief narrative.		

<b>NAME OF PROJECT #4</b>		<b>% of Project Complete</b>
<b>MILESTONES</b>		
<b>ACHIEVEMENTS</b>		
<b>X</b>	<b>STEP ACTION</b>	<b>DESCRIPTIVE NARRATIVE</b>
<input type="checkbox"/>	<b>INITIATE</b>	
<input type="checkbox"/>	<b>PLAN</b>	
<input type="checkbox"/>	<b>EXECUTE</b>	
<input type="checkbox"/>	<b>CONTROL</b>	
<input type="checkbox"/>	<b>CLOSE OUT</b>	
<b>OVERALL PROJECT STATUS NARRATIVE</b>		
Enter a brief narrative.		

**Stakeholder Coordination: Training/Exercise** - If funds listed above for this quarter were expended for a training or exercise activities, please complete the section below.

DATE OF ACTIVITY	ACTIVITY	# OF PARTICIPANTS	COURSE	TYPE OF EXERCISE
	Choose an item.			Choose an item.
<input type="checkbox"/> YES <input type="checkbox"/> NO   Are these activities listed in your IPP? <input type="checkbox"/> YES <input type="checkbox"/> NO   Did your program sponsor these activities?				

<b>CERTIFICATION BY SUB-RECIPIENT</b>	
<b>Initial &amp; Sign Below.</b>	
I certify that the activities conducted are aligned with the Homeland Security Grant Program Notice of Funding Opportunity (NOFO), NMDHSEM's fully executed Sub-Grant Agreement, approved work plan, scope of work, and budget sheets.	
I certify that by entering my name electronically indicates my official digital signature.	
 AUTHORIZED LOCAL OFFICIAL SIGNATURE	1/7/25 DATE

**New Mexico Department of Homeland Security & Emergency Management**  
Homeland Security Sub-Recipient Quarterly Progress Report



<b>NMDHSEM GRANT MANAGEMENT BUREAU</b>	
_____ <b>GRANTS MANAGER SIGNATURE</b>	_____ <b>DATE</b>

# QUAY COUNTY DWI PROGRAM

## STATISTICS

2nd Quarterly Report

October 2024 thru December 2024

### Total Number of Arrests:

DWI 1<sup>st</sup>: 6

DWI 2<sup>nd</sup>: 1

DWI 3<sup>rd</sup>:

DWI 4<sup>th</sup>:

DWI 5<sup>th</sup> or Subsequent:

Aggravated DWIs:

### Sex of Offenders

Male: 5

Female: 2

### Accidents:

Fatalities: 0

### Arrests by Agency:

New Mexico State Police: 1

Tucumcari Police Department: 5

Quay County Sheriff's Department:

Logan Police Department: 1

### Monthly Arrests

October: 1

November: 3

December: 3

### FROM FINAL COURT DATES:

Number of Cases Completed: 4

Number of Convictions/Pleas: 2

Number of Community Service Hours Ordered: 72

Number of DWI Offenders Being Supervised: 18

Number of Misdemeanor Offenders Being Supervised: 62

**Local DWI Distribution Program**  
Financial Status Report

3-18-07

Program Name		Chay County		Distribution Received:		Distribution Balance:		Quarter 2	
Address:		PO Box 1246		September:		Distribution Year To Date:		Expenditures YTD	
Telephone No.:		Tuscomant NM 88401		December:		Expenditures Year To Date:		Expenditures YTD	
Distribution No.:		575-461-2112		March:		Expenditures This Quarter:		Expenditures YTD	
		25-D-D-21		June:		Distribution Balance:		Expenditures YTD	
				Total Year To Date:		Report Period Ending:		Expenditures YTD	
				Distribution		31-Dec-24		Expenditures YTD	
				In-Kind Match				Expenditures YTD	
Budget Line Items	Approved Budget	Expenditures This Report	Remaining Budget	Expenditures YTD	Budget Line Items	Approved Budget	Expenditures This Report	Remaining Budget	Expenditures YTD
Personnel Services	83,388.00	19,628.00	44,632.00	28,756.00	Personnel Services	5,504.00	1,438.55	2,689.45	2,814.55
Employee Benefits	14,543.92	3,710.00	7,189.58	7,334.34	Employee Benefits	1,914.15	638.55	721.23	1,192.90
Travel (In-State)	1,404.08	495.66	263.75	1,140.33	Travel (In-State)	0.00	0.00	0.00	0.00
Travel (Out-of-State)	0.00	0.00	0.00	0.00	Travel (Out-of-State)	0.00	0.00	0.00	0.00
Supplies	1,000.00	124.83	831.95	168.05	Supplies	1,000.00	0.00	1,000.00	0.00
Operating Costs	13,719.00	2,641.77	8,347.69	5,371.31	Operating Costs	3,500.00	1,308.22	904.13	2,595.87
Contractual Services	5,100.00	850.00	2,975.00	2,125.00	Contractual Services	0.00	0.00	0.00	0.00
Minor Equipment	0.00	0.00	0.00	0.00	Minor Equipment	0.00	0.00	0.00	0.00
Capital Purchases*	0.00	0.00	0.00	0.00	Capital Purchases*	0.00	0.00	0.00	0.00
<b>TOTALS</b>	<b>119,155.00</b>	<b>27,460.26</b>	<b>64,239.97</b>	<b>54,915.03</b>	<b>TOTALS</b>	<b>11,918.15</b>	<b>3,385.32</b>	<b>5,314.83</b>	<b>6,603.32</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.

**Samantha Salas Finance Director**  
Program Fiscal Officer (Printed Name and Title)

*Samantha Salas*  
Program Representative (Signature)

1/28/2025  
Date

**Trace Morgan Dist. Coordinator**  
Program Representative (Printed Name and Title)

*Trace Morgan*  
Program Representative (Signature)

1-28-25  
Date

Local Government Division Fiscal Officer \_\_\_\_\_ Date \_\_\_\_\_

Local Government Division Program Manager \_\_\_\_\_ Date \_\_\_\_\_

(OFM/Local Government Division Use Only)

Exhibit F (1)  
0

**LOCAL DWI DISTRIBUTION PROGRAM**  
Distribution Program Financial Status Report  
Breakdown By Component

Program: Quay County  
Dist. No.: 25-D-D-21  
Report Quarter: 2

	Budget	This Report	Remaining Budget	Total Distribution Reported This Quarter	Total In-Kind Match This Quarter	Total Expenditures Reported This Quarter
<b>Distribution:</b>						
Community Wellness & Outreach	5,100.00	859.00	2,975.00	0.00	0.00	2,975.00
Treatment	61,885.00	13,862.19	34,752.77	0.00	0.00	27,132.23
Alternative Sentencing	52,170.00	12,738.97	26,512.20	0.00	0.00	23,657.80
Program Administration	119,155.00	27,450.26	64,339.97	0.00	0.00	54,915.03
<b>Totals:</b>						

	Expenditures YTD
	2,125.00
	0.00
	27,132.23
	23,657.80
	54,915.03

**In-Kind Match:**

	Budget	This Report	Remaining Budget
Community Wellness & Outreach	0.00	0.00	0.00
Treatment	0.00	0.00	0.00
Alternative Sentencing	11,918.15	3,385.32	5,314.83
Program Administration	0.00	0.00	0.00
<b>Totals:</b>	11,918.15	3,385.32	5,314.83

	Expenditures YTD
	0.00
	0.00
	6,603.32
	6,603.32

Checks: 1 1  
30,895.58  
61,518.35

Total Expenditures This Period: 1 1  
Total Expenditures Year to Date: 61,518.35

# Exhibit G - Distribution

Detailed Breakdown By Line Item  
LOCAL DWI PROGRAM

County/Municipality: Quay  
 Distribution No.: 24-D-D-21  
 Quarter Report No.: 2

Total Distribution This Quarter: 28,263.00  
 Total In-Kind Match This Quarter: 3,385.32  
 Total Expenditures Reported This Quarter: 31,648.32

## Distribution Expenditures:

*Administrative expenses are not allowed.*

Personnel Services	Pay Period	Name	Job Title	Document Identifier	Amount	Component
	9/22-10/5	Richard, Marano	Program Administration	101024043	1,697.60	Program administration
	10/6-10/20	Richard, Marano	Program Administration	102424042	1,697.60	Program administration
	10/21-11/4	Richard, Marano	Program Administration	110724043	1,697.60	Program administration
	11/5-11/18	Richard, Marano	Program Administration	112124043	1,697.60	Program administration
	11/19-12/2	Richard, Marano	Program Administration	112124119	1,697.60	Program administration
	12/3-12/16	Richard, Marano	Program Administration	121924045	1,947.60	Program administration
	9/22-10/5	Jordan, Garcia	Alternative sentencing	101024024	1,490.40	Alternative sentencing
	10/6-10/20	Jordan, Garcia	Alternative sentencing	102424022	1,490.40	Alternative sentencing
	10/21-11/4	Jordan, Garcia	Alternative sentencing	110724022	1,490.40	Alternative sentencing
	11/5-11/18	Jordan, Garcia	Alternative sentencing	112124022	1,490.40	Alternative sentencing
	11/19-12/2	Jordan, Garcia	Alternative sentencing	112124098	1,490.40	Alternative sentencing
	12/3-12/16	Jordan, Garcia	Alternative sentencing	121924024	1,740.40	Alternative sentencing

Total Personnel Services: 19,628.00

## Employee Benefits

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
9/22-10/5	Richard, Marano	Program administration	101024043	PERA Disability/Life and Medicare	325.23	Program Administration
10/6-10/20	Richard, Marano	Program administration	102424042	PERA Disability/Life and Medicare	325.23	Program Administration
10/21-11/4	Richard, Marano	Program administration	110724043	PERA Disability/Life and Medicare	325.23	Program Administration
11/5-11/18	Richard, Marano	Program administration	112124043	PERA Disability/Life and Medicare	325.23	Program Administration
11/19-12/2	Richard, Marano	Program administration	112124119	PERA Disability/Life and Medicare	325.23	Program Administration
12/3-12/16	Richard, Marano	Program administration	121924045	PERA Disability/Life and Medicare	346.66	Program Administration
9/22-10/5	Jordan, Garcia	Alternative sentencing	101024024	PERA Disability/Life and Medicare	285.96	Alternative sentencing

Exhibit G - Distribution

Date	Traveler's Name	Purpose of Travel	Check Date	Amount	Component
10/6-10/20	Jordan, Garcia	Alternative sentencing	10/24/2022	285.96	Alternative sentencing
10/21-1/14	Jordan, Garcia	Alternative sentencing	11/07/2022	285.96	Alternative sentencing
11/5-11/18	Jordan, Garcia	Alternative sentencing	11/12/2022	285.96	Alternative sentencing
11/19-12/2	Jordan, Garcia	Alternative sentencing	11/21/2024	285.96	Alternative sentencing
12/3-12/12/16	Jordan, Garcia	Alternative sentencing	12/18/2024	307.39	Alternative sentencing
<b>Total Employee Benefits:</b>				<u>3,710.00</u>	

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Amount	Component
10/16/24, Albuquerque	Richard, Marano	Alcohol/Fentanyl summit in Albuquerque	10/16/2024	163.86	Program Administration
11/6/24, Bernalillo	Richard, Marano	Adhoc meeting	11/6/2024	132.80	Program Administration
11/6/24, Bernalillo	Richard, Marano	Adhoc meeting	11/6/2024	33.20	Program Administration
11/6/24, Bernalillo	Jordan, Garcia	Adhoc meeting	11/6/2024	132.80	Alternative Sentencing
11/6/24, Bernalillo	Jordan, Garcia	Adhoc meeting	11/6/2024	33.20	Alternative Sentencing
<b>Total Travel (In-State):</b>				<u>495.66</u>	

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Amount	Component
<b>Total Travel (Out-of-State):</b>					<u>0.00</u>

Supplies (\*List Prevention Giveaways/Promotional Items separately below)

Date Incurred	Vendor	Description	Check Date	Amount	Component
10/31/2024	Card Services	Supplies	10/31/2024	21.61	Alternative sentencing
11/30/2024	Card Services	Supplies	11/30/2024	21.61	Alternative sentencing
12/31/2024	Card Services	Supplies	12/31/2024	21.61	Alternative sentencing
11/4/2024	Card Services	P.O. Box rent	11/4/2024	60.00	Alternative sentencing
<b>Total Supplies:</b>				<u>124.83</u>	

\*Prevention Giveaways/Promotional Items

Operating Costs	Vendor	Description	Check Date	Amount	Component
10/28/2024	Quay county treasurer	Rent	10/28/2024	600.00	Alternative sentencing
11/1/2024	Quay county treasurer	Rent	11/1/2024	600.00	Alternative sentencing



Exhibit G - Distribution

Date	Vendor	Description	Check Date	Document Identifier	Amount	Component
10/1/2021	Plateau telecommunication	Telephone/Internet	10/1/2024	231	480.59	Alternative sentencing
11/1/2024	Plateau telecommunication	Telephone/Internet	11/1/2024	232	480.59	Alternative sentencing
12/1/2024	Plateau telecommunication	Telephone/Internet	12/1/2024	233	480.59	Alternative sentencing

Total Operating Costs: 2,641.77

Contractual Services		Vendor/Contractor	Description	Check Date	Document Identifier	Amount	Component
10/1/2024	Contractual Services	Canyon outdoor Advertising	I-40 Billboard Rent	10/1/2024	235	425.00	Prevention
11/1/2024	Contractual Services	Canyon outdoor Advertising	I-40 Billboard Rent	11/1/2024	558	425.00	Prevention

Total Contractual Services: 850.00

Minor Equipment		Vendor	Description	Check Date	Document Identifier	Amount	Component
	Minor Equipment					0.00	

Total Minor Equipment: 0.00

Capital Purchases		Vendor	Description	Check Date	Document Identifier	Amount	Component
	Capital Purchases					0.00	

Total Capital Purchases: 0.00

Total Distribution Expenditures for the Quarter: 27,450.26

Check: 27450.26

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 DWM 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.

Exhibit G - Distribution

P. Men  
Program Representative (Signature)

DWE Coordinator 1-28-25  
Title Date

# Exhibit G - Distribution In-Kind Match

Detailed Breakdown By Line Item  
LOCAL DWI PROGRAM

County/ Municipality: Quay  
 Distribution No.: 24-D-D-21  
 Quarter Report No.: 2

Total Distribution This Quarter: 28,263.00  
 Total In-Kind Match This Quarter: 3,385.32  
 Total Expenditures Reported This Quarter: 31,648.32

## In-Kind Match Expenditures:

Personnel Services	Name	Job Title	Document Identifier	Amount	Component	Amount of Spendable Fees Used
Oct, Nov, Dec 12/18/2024	Samantha Salas DWI Council Meeting	Finance Director DWI Voting Member	45 hrs @ \$29.19 5 @ \$25.00	1,313.55 125.00	Alternative Sentencing Alternative Sentencing	
				Total Personnel Services:		<u>1,438.55</u>
Employee Benefits	Name	Job Title	Description	Amount	Component	Amount of Spendable Fees Used
Oct, Nov, Dec	Samantha Salas	Finance Director	Pers, Medical, Health and PERS In-Kind-Certification	638.55	Alternative Sentencing Alternative Sentencing	
				Total Employee Benefits:		<u>638.55</u>
Travel (In-State)						

Exhibit G - Distribution 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>	<u>Amount of Screening Fees Used</u>
					<u>Total Travel (In-State):</u>		<u>0.00</u>
<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>	<u>Amount of Screening Fees Used</u>
					<u>Total Travel (Out-of-State):</u>		<u>0.00</u>
<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>	<u>Amount of Screening Fees Used</u>
<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>	<u>Amount of Screening Fees Used</u>
10/31/2024	City Of Tucumcari	Water	10/31/2024	281	171.52	Alternative Senticing	
12/31/2024	City Of Tucumcari	Water	12/31/2024	13	148.02	Alternative Senticing	
12/31/2024	City Of Tucumcari	Water	12/31/2024	9	116.22		
10/31/2024	Xcel	Electric	10/31/2024	339	138.56	Alternative Senticing	
11/30/2024	Xcel	Electric	11/30/2024	362	104.93	Alternative Senticing	
12/31/2024	Xcel	Electric	12/31/2024	262	91.01	Alternative Senticing	
10/31/2024	Ricoh	Copier	10/31/2024	154, 38, 310	169.01	Alternative Senticing	
11/30/2024	Ricoh	Copier	11/30/2024	308, 306	91.34	Alternative Senticing	
10/31/2024	New Mexico Gas Company	Gas	10/31/2024	120	179.73	Alternative Senticing	
11/30/2024	New Mexico Gas Company	Gas	11/30/2024	431	34.00	Alternative Senticing	
1031/24	Quadrant Leasing	Postage	10/31/2024	129	63.68	Alternative Senticing	
				<u>Total Operating Costs:</u>	<u>1,308.22</u>		
<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>	<u>Amount of Screening Fees Used</u>

Exhibit G - Distribution In-Kind Match

Minor Equipment		Total Contractual Services:		Amount of Screening Fees Used		
<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
					<u>0.00</u>	
Total Minor Equipment:					<u>0.00</u>	
Capital Purchases		Total Capital Purchases:		Amount of Screening Fees Used		
<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
					<u>0.00</u>	
Total Capital Purchases:					<u>0.00</u>	
Total In-Kind Match:			Check:	3385.32	<u>3,385.32</u>	
			Total Screening Fees:		0	

Screening Fees Summary:

FY25 Beginning Screening Fee Balance	\$	500.00	
Quarter 1:	Amount of all screening fees collected this quarter	\$	100.00
	Amount of all screening fees spent this quarter	Grant	-
		Distribution	-
Quarter 2:	Amount of all screening fees collected this quarter	\$	-
	Amount of all screening fees spent this quarter	Grant	-
		Distribution	-
Quarter 3:	Amount of all screening fees collected this quarter	\$	-
	Amount of all screening fees spent this quarter	Grant	-
		Distribution	-
Quarter 4:	Amount of all screening fees collected this quarter	\$	-
	Amount of all screening fees spent this quarter	Grant	-
		Distribution	-

Exhibit G - Distribution In-Kind Match

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.

R. M. [Signature]  
Program Representative (Signature)

DWI Coordinator  
Title

1-23-25  
Date



# Quay County Government

300 South Third Street, Tucumcari, NM 88401

Post Office Box 1246

Phone: (575)461-2112 Fax: (575) 461-6208

## QUAY COUNTY DWI PROGRAM

### DOCUMENTATION FOR IN-KIND ADMINISTRATIVE EXPENSE PROVIDED BY QUAY COUNTY

Name of Agency: Quay County

Dates of Service: Oct 1, 2024 to Dec 30, 2024

Administrative Services Provided:

Samantha Salas, Finance Director – 45 hours @ \$29.19 = \$1313.55  
Benefits @ 17.45% = \$ 638.55

DWI Council June Meeting  
5 Voting Members @ \$25 = \$ 125.00

Total for 2nd Quarter Administrative Services      \$2067.10

I agree that the above stated in-kind service was provided to the Quay County DWI Program.

Samantha Salas  
County Official Signature

1/28/2025  
Date

Samantha Salas, Finance Director  
Print Name/Title

**QUAY COUNTY**

**FY 2024-2025 RESOLUTION No. 40**

**A RESOLUTION GRANTING THE DISPOSITION  
OF OBSOLETE FIXED ASSETS**

**WHEREAS**, the attached list (Exhibit A), currently inventoried as fixed assets for Quay County, should be determined obsolete and, in the best interest of the County, removed from record.

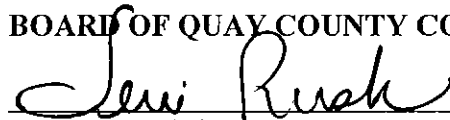
**WHEREAS**, these vehicles should be submitted for public auction; and

**WHEREAS**, upon adoption of this resolution, the request will be submitted to the New Mexico State Auditor's Office and the New Mexico Finance & Administration Division for approval;

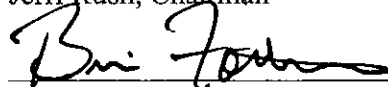
**BE IT HEREBY RESOLVED** by the Board of County Commissioners of Quay County that the aforementioned vehicles are obsolete and should be submitted to public auction for disposition.

**PASSED AND ADOPTED** on this **10th** day of **February 2025**, by the Quay County Board of Commissioners in an open meeting in Tucumcari, Quay County, New Mexico.

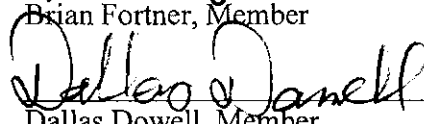
**BOARD OF QUAY COUNTY COMMISSIONERS**



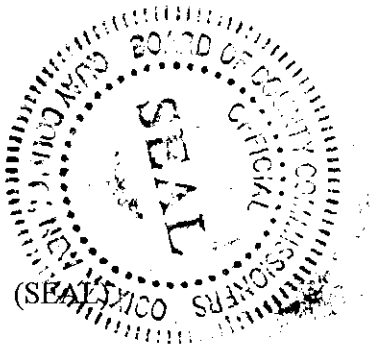
Jerri Rush, Chairman



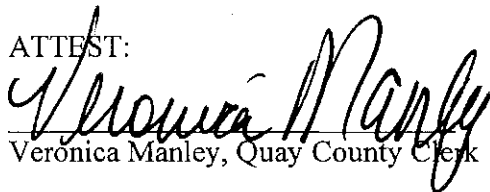
Brian Fortner, Member



Dallas Dowell, Member



ATTEST:

  
Veronica Manley, Quay County Clerk



This estimate has been made for: Samantha Salas

Quay County Finance Director  
300 S Third St  
PO Box 1246  
Tucumcari, NM 88401  
O (575) 461-2112

January 30, 2025

Item:	Serial#	Condition:	Value:
1993 md John Deere 310C backhoe	TO310CG772568	Poor	\$2,500.00
2001 md GMC Autocar dump truck	4V2SCBJG0MU508567	Poor	\$2,500.00
2000 md Chevy pickup	1GCGC24R2YF499744	Poor	\$500.00
1997 md Ford pickup	1FTHF25H7VEB83080	Poor	\$500.00
1993 md Ford Ranger pickup	94720	Poor	\$250.00

In my opinion this is the value of the above items if sold at public auction on the estimate date.

*Mike Archibeque*

Mike Archibeque

Bill Johnston Auctioneers  
PO Box 747  
Portales, NM 88130  
(575)-276-8276

# AIA<sup>®</sup> Document B103™ – 2017

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

AGREEMENT made as of the thirteenth day of January in the year 2025  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

City of Albuquerque  
500 South First Street  
Box 10226  
Bureau, NM 88401

and the Architect:  
(Name, legal status, address and other information)

STANLEY C. Wadsworth  
915 West Pecos Road Suite 300  
Chandler, AZ 85226  
602-481-9562

for the following Project:  
(Name, location and detailed description)

Dan Claitor Memorial Hospital  
Quay County, NM  
Replacement Hospital Design Services

The Owner and Architect agree as follows.

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

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	<del>SUPPLEMENTAL</del> <u>OPTIONAL</u> AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The program for this project was developed by Stantec Architecture as part of a feasibility study and will serve as the basis of the program for Design Services completed under the previous agreement. Modifications and additions to the program are anticipated to shell a future procedural and/or surgical services department.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

NA

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

NA

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

Init.

.1 Design phase milestone dates, if any:

NA

.2 Construction commencement date:

NA

.3 Substantial Completion date or dates:

NA

.4 Other milestone dates:

NA

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
(Identify method such as competitive bid or negotiated contract.)

Competitive bid

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:  
(List number and type of bid/procurement packages.)

Not determined at this time

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not determined at this time

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:  
(List name, address, and other contact information.)

Daniel Zamora

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address, and other contact information.)

Not determined at this time

§ 1.1.10 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Cost Consultant:

NA

.2 Scheduling Consultant:

NA

Init.

.3 Geotechnical Engineer:

Owner

.4 Civil Engineer:

NA

.5 Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

NA

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

~~Mike Williams~~  
~~Marah Gasko~~

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
*(List name, legal status, address, and other contact information.)*

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

~~Buehler Engineering~~

.2 Mechanical Engineer:

Stantec

.3 Electrical Engineer:

Stantec

.3 ~~Electrical~~ Civil Engineer:

Stantec

§ 1.1.12.2 Consultants retained under Supplemental Services:

Heliplanners LLC.

§ 1.1.13 Other Initial Information on which the Agreement is based:

The scope of these design services will be as follows:

Construction Documents, Permitting (permit fees by others),

and Bidding services based on the completed Design Services documents.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

Init.

~~§ 1.3 The parties shall agree upon written~~ In the event the parties decide to use building information modeling, the parties shall agree upon protocols governing the transmission and use of, and reliance on, of Instruments of Service or any other information or documentation in digital form. The parties will cooperate to establish the protocols for the development, use, transmission, and exchange of digital data ("Digital Project Execution Plan") using the attached Exhibit D as a model.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model ~~and without having those protocols set forth in the Digital Project Execution Plan~~ shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

~~§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects standard of care and skill ordinarily exercised by members of the same profession currently practicing in the same or similar locality under the same or similar circumstances.~~ circumstances as of the date of the performance of the services shall apply to all obligations of the Architect under this Agreement The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~(\$ One Million Dollars (\$1,000,000))~~ for each occurrence and ~~(\$ Two Million Dollars (\$2,000,000))~~ in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$ ) per accident~~ One Million Dollars (\$ 1,000,000 ) combined single limit for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000 ) each accident, Five Hundred Thousand Dollars (\$ 500,000 ) each employee, and Five Hundred Thousand Dollars (\$ 500,000 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~policies~~ policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

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

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the ~~Owner and the Scheduling Consultant's~~ Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the ~~Owner and Scheduling Consultant,~~ Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 Upon the Owner's reasonable request, the Architect shall submit information to the ~~Scheduling Consultant~~ Owner and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project ("Regulatory Agencies"). The Owner acknowledges that some zoning and code requirements are subject to interpretation. The Architect will review such interpretations with Regulatory Agencies. The Regulatory Agencies may require changes to the Documents that may result in additional costs to the Project. The Architect may reasonably request Additional Services to make these changes which will require the Owner's approval in advance, which shall not be unreasonably withheld.

±

**§ 3.2 Schematic Design Phase Services**

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

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

**§ 3.2.6** The Architect shall submit the Schematic Design Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Schematic Design Documents.

**§ 3.2.7** Upon receipt of the Cost Consultant's estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

**§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Design Development Documents.



~~§ 3.3.3 Upon receipt of the Cost Consultant's estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.~~

#### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

~~§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Construction Documents.~~

~~§ 3.4.5 Upon receipt of the Cost Consultant's estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.~~

#### § 3.5 Procurement Phase Services

##### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, ~~as directed when requested~~ by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### ~~§ 3.5.3 Negotiated Proposals~~

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:~~

- ~~1 — facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- ~~2 — organizing and participating in selection interviews with prospective contractors;~~
- ~~3 — preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- ~~4 — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

### ~~§ 3.6 Construction Phase Services~~

#### ~~§ 3.6.1 General~~

~~§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™ 2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201 2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~

~~§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.~~

~~§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.~~

#### ~~§ 3.6.2 Evaluations of the Work~~

~~§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.~~

~~§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.~~

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~~§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.~~

~~§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~

~~§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.~~

### ~~§ 3.6.3 Certificates for Payment to Contractor~~

~~§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.~~

~~§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.~~

~~§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.~~

### ~~§ 3.6.4 Submittals~~

~~§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.~~

~~§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.~~

~~§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information~~

given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

~~§ 3.6.4.4~~ Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

~~§ 3.6.4.5~~ The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### ~~§ 3.6.5 Changes in the Work~~

~~§ 3.6.5.1~~ The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

~~§ 3.6.5.2~~ The Architect shall maintain records relative to changes in the Work.

### ~~§ 3.6.6 Project Completion~~

~~§ 3.6.6.1~~ The Architect shall:

- ~~1~~ — conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- ~~2~~ — issue Certificates of Substantial Completion;
- ~~3~~ — forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- ~~4~~ — issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

~~§ 3.6.6.2~~ The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

## ARTICLE 4 OPTIONAL AND ADDITIONAL SERVICES

~~§ 3.6.6.3~~ When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

~~§ 3.6.6.4~~ The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

~~§ 3.6.6.5~~ Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

~~§ 4.1.1~~ The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's

responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	<u>Not Provided</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.3 Measured drawings	<u>Not Provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5 Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Architect</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Architect</u>
§ 4.1.1.9 Landscape design	<u>Architect</u>
§ 4.1.1.10 Architectural interior design	<u>Architect</u>
§ 4.1.1.11 Value analysis	<u>Owner</u>
§ 4.1.1.12 Cost estimating	<u>Not Provided</u>
§ 4.1.1.13 On-site project representation	<u>Not Provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>Architect</u>
§ 4.1.1.15 As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18 Facility support services	<u>Not Provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Architect</u>
§ 4.1.1.21 Telecommunications/data design	<u>Owner</u>
§ 4.1.1.22 Security evaluation and planning	<u>Owner</u>
§ 4.1.1.23 Commissioning	<u>Not Provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25 Historic preservation	<u>Not Provided</u>
§ 4.1.1.26 Furniture, furnishings, and equipment design	<u>Owner</u>
§ 4.1.1.27 Other services provided by specialty Consultants <u>Heliport Planning and Design</u>	<u>Architect</u>
§ 4.1.1.28 Other Supplemental Services <u>Project Restart, not including redesign of Design Services Package</u>	<u>Architect</u>

**§ 4.1.2 Description of Supplemental Services**

**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

When the Owner requires Constructed Record Drawings, the Owner will require the Contractor to maintain and update a marked-up set of the Construction Drawings reflecting changes made to the Project during construction and to provide the marked-up Construction Drawings to the Architect. The Architect will prepare Constructed Record Drawings for the Owner, relying on the marked-up construction Drawings supplied by the Contractor. It is understood that the information in the marked-up set will not be independently verified by the Architect and that the Constructed Record Drawings will not be sealed or warranted by the Architect as accurate. The Architect is entitled to note in the drawings that neither the Architect nor the Owner are warranting their accuracy, and any user of the Constructed Record Drawings has its own obligation to independently verify the information contained on them.

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

The Owner's Hospital Operator shall provide the Architect the following design services products and information:

Design Standards -The operator's specific design standards for hospitals

Telecommunications and data design

Furnishings, Fixtures and Equipment planning and design.

Artwork

Food Services equipment planning and design.

Medical and surgical services equipment planning, procurement and design (if any).

Laundry equipment planning and design.

Interior and exterior signage planning and design.

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

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- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party ~~thereto~~; thereto, or fact witnessing pursuant to a subpoena;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Up to two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ( ) visits to the site by the Architect during construction
- .3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services. Such additional Services will be reflected in the Architect's staff time records, in addition to time spent in excess of items 4.2.3.1 through 4.2.3.4.

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

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall ~~furnish the services of a Scheduling Consultant that shall be responsible for creating the overall Project schedule. The Owner shall~~ adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. The Owner shall ~~furnish the services of a Cost Consultant that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. Architect in writing.~~ The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish all known information about the site and/or buildings relating to the Project, including but not limited to, surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects ~~Exhibit, attached to this Agreement. Exhibit.~~

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

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



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

§ 5.13 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.17. The Owner shall include in its contract with each Contractor and the General Conditions the following provision:

"The Contractor, to the extent permissible under law, shall hold harmless, indemnify and defend the Owner and its representatives, including the Architect and the Architect's Consultants and their employees, from and against all costs, suits and damages arising out of the Contractor's Work, including claims of breach of contract, breach of warranty, negligence, misrepresentation, or other tort, or otherwise.

"The Contractor shall obtain an endorsement to its insurance policies naming the Owner and its representatives, including the Architect and the Architect's Consultants and their employees, as additional insureds on the Contractor's General Liability and Excess or Umbrella Liability Insurance, and the insurance shall be primary coverage for the additional insureds. The Contractor shall provide to the Architect a copy of the endorsement and the certificate of insurance protecting the Architect and the Architect's Consultants.

"In claims against any person or entity indemnified under this section by an employee of the Contractor, its subcontractor(s), anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or its subcontractor(s) under workers' compensation acts, disability benefit acts or other employee benefit acts."

§ 5.17 The services, information, surveys and reports required by Sections 5.4 through 5.11 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely up on the accuracy and completeness thereof.

## ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

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§ 6.3 The Owner shall ~~require the Cost Consultant to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work~~ ~~the Cost Consultant prepares~~ as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to ~~the Cost Consultant's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate.~~ The Architect may review the ~~Cost Consultant's~~ estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

~~§ 6.4 If, prior to the conclusion of the Design Development Phase, the Cost Consultant's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Cost Consultant, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.~~

~~§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall~~

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

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. If the Owner required the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions or because of inaccuracy of a cost estimate provided by the Owner or its consultants, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the

Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

§ 7.5 ~~Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement. The Owner and the Architect agree that the attached written agreement included as Exhibit A, Agreement for Delivery of Documents in Electronic Form, shall form part of this Agreement.~~

§ 7.6 ~~Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.~~

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.1.5 Betterment. In the event of a claim against the Architect, the Architect shall not be responsible for the costs the Owner would have incurred originally had the services been performed in accordance with the applicable professional standard of care, or for costs of betterments, upgrades or additional enhancement to the value of the Project.

**§ 8.2 Mediation**

The Owner and Architect agree that any dispute relating to the services of the Architect and its Consultants will be decided through direct negotiations between the parties involved prior to mediation, as described in this Article 8.

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
*(Check the appropriate box.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

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

**§ 8.3 ~~Arbitration~~ Intentionally Deleted**

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

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

purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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

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

#### ~~§ 8.3.4 Consolidation or Joinder~~

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

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

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

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

### ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to

termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

- .1 Termination Fee: equal to ten percent (10%) of the value of unpaid remaining fees plus the costs of demobilizing, including lost time prior to reassigning the Architect's team.
  
- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service: in an amount agreed to by the Architect at the time of such termination and subject to signing a termination agreement that fully protects the Architect from claims, costs and expenses that result from the use of the Instruments of Service and that protects the Architect's rights in such Instruments of Service.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction. The term "Work" shall refer to the work designed by the Architect under this Agreement.

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. To the fullest extent permitted by law, the Owner shall waive all claims, indemnify, defend and

save harmless the Architect and its Consultants from all claims, damages, losses, and expenses including reasonable attorney's fees to the extent caused by the existing hazardous materials or toxic substances in any form at the Project site at the time of the Architect's performance of services.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of its Consultants or anyone for whom the Architect is legally liable.

§ 10.11 The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors and employees (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Owner's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner is legally responsible.

§ 10.12 Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

§ 10.13 Section 179D Deduction Allocation. Government-owned buildings qualify for tax deductions relating to energy efficient property under the IRS code section 179D and IRS notices 2006-52 and 2008-40. Under this provision, it is permissible for the governmental Owner to transfer these tax deductions to the Architect after the Project is placed in service. If the Services contained in the Agreement are eligible, then upon execution of this Agreement the Owner of a government-owned building agrees to allocate the 179D tax deduction to the Architect.

§ 10.14 If the Owner requires project sign(s), these sign(s) shall also include the name and logo of the Architect in similar size to that of the other logos and/or names. If the Owner does not require project sign(s), then the Architect may provide, erect and sign or banner no larger than 4' by 8' at location coordinated with the Contractor to maximize visibility and not hinder construction operations.

**ARTICLE 11 COMPENSATION**

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

.1 Stipulated Sum  
(Insert amount)

1,217,071.45

.2 Percentage Basis  
(Insert percentage value)

( ) % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
(Describe the method of compensation)

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Time-Basis Services or Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Using the Fixed Rate Schedule, attached as Exhibit B

§ 11.4 Compensation for Supplemental-Optional and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as follows:  
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

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

Schematic Design Phase	<u>Not Included</u>	percent (		)
Design Development Phase	<u>Not Included</u>	percent (	<u>0</u>	)
Construction Documents Phase	<u>Ninety-Five</u>	percent (	<u>95</u>	)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	)
Construction Phase	<u>Not Included</u>	percent (		)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis or stipulated-sum basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article



by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's ~~consultants are set forth below.~~ Consultants are set forth in the Fixed Rate Schedule, attached as Exhibit B. The rates shall be adjusted in accordance with the Architect's and Architect's ~~consultants' normal~~ Consultants' normal periodic review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites,~~ Teleconferences, Project web sites outside of Stantec, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

Init.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

#### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid twenty ( 20 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. In the event the Architect initiates a claim against the Owner for non-payment of services rendered and the mediator finds against the Owner, the Owner shall reimburse the Architect for all collection costs, including but not limited, to reasonable legal fees, court fees and lien fees incurred in such action.

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

1.5 % per month

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

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

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

*(Include other terms and conditions applicable to this Agreement.)*

§ 12.1 PURCHASE ORDER. If the Owner issues a purchase order related to the Architect's services, it is understood and agreed that such purchase order is for the Owner's internal accounting purposes only and shall not modify, add to, or delete any of the terms and conditions of this Agreement. When a purchase order is issued, it is understood and agreed that the Architect shall indicate the purchase order number on the invoices sent to the Owner.

§ 12.2 LEED. If the AIA form E-204 is not included in this Agreement, this section 12.2 shall be included. The LEED Green-Building Rating System and similar environmental guidelines are subject to interpretation, and achieving levels of compliance involves all parties and includes the Owners use, operation and maintenance of the completed project and the Contractors' performance during construction. The Architect does not warrant that the Project will achieve LEED certification or guarantee a certain level of energy savings but is required to use reasonable care consistent with the professional standard of care exercised by like Architects on like projects in interpreting LEED standards and in designing in accordance with LEED. The Architect may reasonably request an Additional Service if the Owner elects a certification that is different from the LEED Certification described herein and it results in an expansion of the Architect's scope of services.

Neither the Owner nor the Architect shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement from governmental or other agencies.

§ 12.3 FAST TRACK. In the event the design and construction of this project shall be performed on a fast-track basis wherein the design and construction will occur in an overlapping manner rather than the normal sequence in order to expedite the Owner's early occupancy of the project, the design of all aspects of this project may be modified, revised and otherwise affected by the fact-track portion of this project, and additional costs are often the result. It is agreed that the additional costs that may result are an anticipated risk of fast-track construction and do not constitute errors or

omissions of the Architect or its consultants.

When corrections or adjustments to the drawings, specifications or other documentation become necessary because the Owner has chosen to proceed in a fast-track manner, to coordinate or change the documents, provide adequate clearances or otherwise meet program requirements, the Architect shall be compensated for such corrections or adjustments as an additional service in accordance with its standard hourly billing rates.

§ 12.4 LIMITATION OF LIABILITY. The Owner and the Architect have allocated the risks such that the Owner hereby agrees that, to the fullest extent permitted by law, the Architect's (including the Architect's employees, officers, shareholders, Consultants and insurance policies) total liability to the Owner and all others for injuries, claims, losses, expenses, damages or claim expenses from any cause or causes, including, but not limited to, the Architect's breach of contract, breach of warranty, negligence, misrepresentation or other tort, strict liability, or otherwise, shall not exceed (a) the lesser of One Million Dollars (\$1,000,000) or the amount paid by the Owner to the Architect for fees for services, or (b) the smallest amount determined by the courts to be enforceable in the event the foregoing is adjudged to be insufficient. The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. As the Owner's sole and exclusive remedy under this agreement, any claim, demand or suit shall be directed and asserted only against the Architect and not against any of the Architect's employees, officers, or director.

#### ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B103™–2017, Standard Form Agreement Between Owner and Architect
- .2 ~~Building Information Modeling Exhibit, if completed:~~

- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

[ X ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Agreement for Delivery of Documents in Electronic Form  
Exhibit B – Fixed Rate Schedule

- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

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

Init.

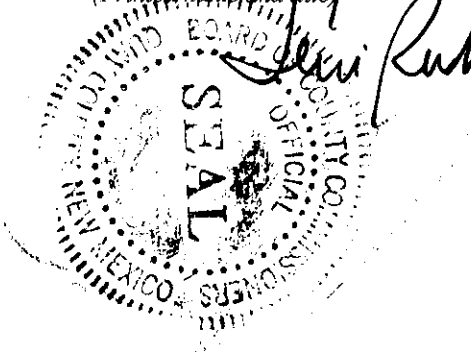
- See attached Signature Page-

OWNER (Signature)

*Jemi Rush Chair*

(Printed name and title)

*Jemi Rush*



- See attached Signature Page-

ARCHITECT (Signature)

(Printed name, title, and license number, if required)

Init.

## Signatures Page

Michael S. Williams

Digitally signed by Michael S.  
Williams  
DN: C=US,  
E=mike.williams@stantec.com,  
O=Stantec, OU=Stantec  
Architecture, CN=Michael S.  
Williams  
Date: 2025.01.13 16:10:40-07'00'

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Michael S. Williams, Principal, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 17:31:46 ET on 01/13/2025 under Order No. 3104240135 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B103™ – 2017, Standard Form of Agreement Between Owner and Architect for a Complex Project, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

Michael S. Williams

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*(Signed)*

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*(Title)*

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*(Dated)*