

MOLZENCORBIN

July 14, 2023

Mr. Monte Gore
County Manager
County of Colfax
P. O. Box 1498
Raton, New Mexico 87740

**RE: Colfax County Events Center Restroom Upgrades
Task Order for Professional Architectural / Engineering Services**

Dear Mr. Gore:

Molzen Corbin is pleased to present this Proposal for Professional Design Services to the County of Colfax for the Events Center Restroom Upgrades.

DESIGN SCOPE OF SERVICES

- Prepare Schematic Designs for approval.
- Architectural Design
- Mechanical Design
- Plumbing Design
- Electrical Design
- Prepare Final Plans and Bidding documents.

Preliminary code analysis was completed, and the following will items, as a minimum, will need to be included in the restroom upgrades:

- Fire suppression and fire alarm system for the entire existing 6000 sq / ft building.
- Restrooms will include. Men's restroom with two toilets and two urinals. Women's restroom will with five toilets. Minimum of three lavatories per restroom.
- One Family restroom with one toilet and one lavatory
- One ADA drinking fountain

Additional items to consider would be:

- Include a Janitor's closet with mop sink and floor drain.
- Better insulate the existing building
- Paved ADA parking

We have attached a conceptual construction estimate for the project for your review.

Mr. Gore
July 14, 2023
Page 2

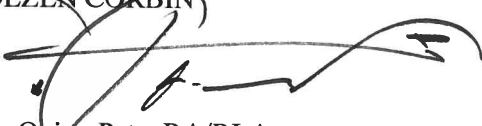
COMPENSATION

We propose a lump sum fee for Basic Professional Design Services of 78,948.00, excluding New Mexico Gross Receipt Tax. A detailed manhour estimate that indicates the effort we feel is appropriate for the project is attached for your review and information.

If you agree with the proposed Scope and Fee, please countersign this Task Order and return an executed copy to me. We will begin immediately upon receipt.

We always appreciate the opportunity to provide Professional Design Services to the County of Colfax. If you have any questions or require any further information, please contact me at any time.

Sincerely,

~~MOLZEN CORBIN~~


John Quinn Pate, RA/RLA
Vice President, Architecture

JQP:scc

Accepted By:

COUNTY OF COLFAX

Signature

Printed Name

Title

Date: _____

Preliminary Cost Report

Project Name: Colfax County Events Center Restroom Upgrades

12-Jul

Model Type: Metal Framing

Stories (Ea.): 1

Story Height (L.F.): 14

Floor Area (S.F.): Restrooms 800

Floor Area (S.F.): Metal Building 6000

Location: Raton, NM

Data Release: 2023 Qtr 2

Wage Rate: Union

A Substructure

\$Cost/ Per S.F.	\$ Total Cost	
		\$ 12,688.00

A1030	Slab on Grade		7.40	5,920.00	
A2010	Excavation		0.94	752.00	
A2020	Compaction and Fill		7.52	6,016.00	
C Interiors					\$ 25,712.00
C1010	Partitions		5.05	4,040.00	
C1020	Interior Doors		2.52	2,016.00	
C1030	Fittings		0.62	496.00	
C3010	Wall Finishes_tile		6.95	5,560.00	
C3020	Floor Finishes_tile		12.95	10,360.00	
C3030	Ceiling Finishes		4.05	3,240.00	
D Services					\$ 156,162.00
D2010	Plumbing Fixtures		17.79	14,232.00	
D2020	Domestic Water Distribution		5.00	4,000.00	
D4010	Sprinklers		15.09	90,540.00	
D5010	Electrical Service/Distribution	\$ 7,810.00		7,810.00	
D5020	Lighting and Branch Wiring		10.25	8,200.00	
D5030	Fire Alarm		5.23	31,380.00	
Civil/Wet Utilities	Minor site grading	8,000.00		8,000.00	
	Water/Fire service extension	50,000.00		50,000.00	
	Sanitary sewer service extension	15,000.00		15,000.00	
			Sub-Total	334.45	267,562.00
	General Conditions and Requirements	15%	50.17	40,134.30	
			Subtotal		307,696.30
	Overhead and Profit	10%	38.46	30,769.63	
			Subtotal		338,465.93
	Pre-Design Contingency	25%	105.77	84,616.48	
			Subtotal		423,082.41
			Subtotal	528.85	423,082.41
	GRT	5.8330%			24,678.40
	Total Construction + GRT		559.70		\$ 447,760.81

ARCHITECTURE MANHOUR ESTIMATE
Events Center Restroom Upgrades
Colfax County
John Quinn Pate

MOLZENCORBIN

No.	Project Task	ARCHITECTURE										ADMINISTRATION				Grand Totals	
		Principal Architect	Registered Architect	Architect Intern II	Senior Architectural Designer	Architectural Designer	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN. Totals							
IV. Preliminary Design (60%)																	
1	Client proposed plan Kickoff	2.00	2.00							2.00	6.00				0.00		6.00
2	Prepare base plans				6.00	2.00				2.00	8.00				0.00		8.00
3	Prepare schematic drawings			8.00	6.00						14.00				0.00		14.00
4	Initial Code Evaluation		4.00								4.00				0.00		4.00
5	Coordinate Site/Civil										0.00				0.00		0.00
6	Coordinate Site Utilities		2.00								2.00				0.00		2.00
7	Initial Materials Evaluation		6.00								6.00				0.00		6.00
8	Coordinate Electrical		4.00	3.00	2.00						7.00				0.00		7.00
9	Door and Door Hardware Selection		4.00								4.00				0.00		4.00
10	Coordinate Mechanical		4.00								4.00				0.00		4.00
11	Design Team Kickoff Meeting	1.00	1.00	1.00						2.00	5.00				0.00		5.00
12	Initial Cost Estimate		4.00								4.00				0.00		4.00
13											0.00				0.00		0.00
19	CADD Management										0.00				0.00		0.00
20	Project Management		3.00								3.00				0.00		3.00
21	Quality Assurance		1.00								1.00				0.00		1.00
Subtotal Hours Preliminary Design (60%)		7.00	31.00	12.00	14.00	6.00				6.00	70.00	0.00	0.00		0.00		70.00
Subtotal Fees Preliminary Design (60%)		\$1,540.00	\$3,875.00	\$1,200.00	\$1,680.00	\$660.00				\$660.00	\$8,955.00	\$0.00	\$0.00		\$0.00		\$8,955.00
V.																	
1	Plan Set Management			2.00	1.00	1.00				1.00	4.00				0.00		4.00
2	Subconsulting Coordination			2.00	8.00						10.00				0.00		10.00
3	Cover Sheet			1.00							1.00				0.00		1.00
4	Building Criteria Sheet			1.00	2.00	1.00				1.00	4.00				0.00		4.00
5	Finalize Floor			4.00	1.00	1.00					5.00				0.00		5.00
6	Selective Demolition Plan / Site Plan			6.00	1.00	2.00				2.00	9.00				0.00		9.00
7	Finalize Building / Site Details			6.00	2.00	2.00					8.00				0.00		8.00
8	Finalize Door and Window Schedules/Elevations			6.00	2.00	2.00					8.00				0.00		8.00
9	Finalize Finish Plans and Details			6.00	1.00	1.00					7.00				0.00		7.00
10	Site Interface			2.00	1.00	1.00				1.00	4.00				0.00		4.00
11	Finalize Division O				8.00						8.00				4.00		4.00
12	Finalize Division 1				8.00						8.00				4.00		4.00
13	Finalize Technical Specifications				8.00						8.00				4.00		4.00
14	Estimate of Probable Construction Cost				4.00						4.00						4.00
15	Assemble Bid Sets			2.00	4.00	2.00				2.00	8.00						8.00
16	CADD Management										2.00						2.00
17	Project Management		2.00								2.00						2.00
18	Quality Assurance		2.00								2.00						2.00
Subtotal Hours		4.00	0.00	38.00	51.00	9.00				9.00	102.00	0.00	12.00		0.00		114.00
Subtotal Fees		\$880.00	\$0.00	\$3,800.00	\$6,120.00	\$990.00				\$990.00	\$11,790.00	\$0.00	\$1,140.00		\$1,140.00		\$12,930.00
VI. Bidding/Award																	
1	Advertise				1.00						1.00				1.00		2.00
2	Questions				6.00						7.00				0.00		7.00

ARCHITECTURE MANHOUR ESTIMATE
Events Center Restroom Upgrades
Colfax County
John Quinn Pate

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No.	Project Task	ARCHITECTURE							ADMINISTRATION				Grand Totals	
		Principal Architect	Registered Architect	Architect Intern II	Senior Architectural Designer	Architectural Designer	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN. Totals				
3	Prebid Conference		1.00											
4	Bid					6.00								
5	Info for Award						2.00					4.00		
6	Notice of Award						1.00			1.00				1.00
7	Construction Contract Preparation		1.00				1.00			2.00		4.00		6.00
8										0.00		0.00		0.00
9	Project Management									0.00		0.00		0.00
10	Quality Assurance									0.00		0.00		0.00
	Subtotal Hours Bidding/Award	0.00	3.00	0.00	17.00	0.00	0.00	0.00	0.00	20.00	1.00	8.00	9.00	29.00
	Subtotal Fees Bidding/Award	\$0.00	\$375.00	\$0.00	\$2,040.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,415.00	\$65.00	\$760.00	\$825.00	\$3,240.00
VII. Construction Admin. Services														
1	PreConstruction Conference						8.00			16.00				16.00
2	Submittals						2.00			27.00				27.00
3	RFI/ASI						1.00			13.00				13.00
4	Field Observations (6)									40.00				40.00
5	Field Reports (6)									12.00				12.00
6	Punch List									8.00				8.00
7	Final Inspection						1.00			8.00				9.00
8	Final Inspection Report									4.00				4.00
9	As-Constructed Drawings			2.00						4.00				6.00
10										0.00				0.00
11										0.00				0.00
12										0.00				0.00
13	Project Management									0.00				0.00
14	Quality Assurance	1.00								1.00				1.00
	Subtotal Hours Construction Admin. Services	1.00	0.00	2.00	12.00	0.00	0.00	12.00	121.00	136.00	0.00	0.00	0.00	136.00
	Subtotal Fees Construction Admin. Services	\$220.00	\$0.00	\$200.00	\$1,440.00	\$0.00	\$0.00	\$13,310.00	\$15,170.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,170.00
VIII. Closeout														
1	11-Month Inspection									2.00				2.00
2	11-Month Report									2.00				2.00
3	Project Management									1.00				1.00
4	Quality Assurance									0.00				0.00
	Subtotal Hours Closeout	1.00	0.00	0.00	0.00	0.00	0.00	4.00	4.00	5.00	0.00	0.00	0.00	5.00
	Subtotal Fees Closeout	220.00	0.00	0.00	0.00	0.00	0.00	440.00	660.00	0.00	0.00	0.00	0.00	660.00
	Total Labor Hours	17.00	34.00	52.00	94.00	142.00	339.00	339.00	339.00	339.00	1.00	20.00	21.00	360.00
	Standard Billing Rate or Fee	\$220.00	\$125.00	\$100.00	\$120.00	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00	\$65.00	\$95.00	\$95.00	\$42,055.00
	Fee Dollars	\$3,740.00	\$4,250.00	\$5,200.00	\$11,280.00	\$15,620.00	\$40,090.00	\$40,090.00	\$40,090.00	\$40,090.00	\$65.00	\$1,900.00	\$1,965.00	\$42,055.00

CIVIL MANHOURL ESTIMATE
Events Center Restroom Upgrades
Colfax County
John Quinn Pate

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		CIVIL							ADMIN	
No.	Project Task	Project Engineer	Professional Engineer	Engineering Intern II	Design Technician	Associate Design Technician	Departmental Totals	ADMIN - Aide 2	ADMIN. Totals	Grand Totals
III. Preliminary Design (60%)										
1	Grading/Wet Utilities Extension Plans		2.00		16.00		18.00		0.00	18.00
2	Civil details		2.00		8.00		10.00		0.00	10.00
3	Cost Estimate		2.00		2.00		4.00		0.00	4.00
4	Specifications		1.00		0.00		1.00	1.00	1.00	2.00
5							0.00		0.00	0.00
6							0.00		0.00	0.00
18							0.00		0.00	0.00
19	CADD Management						0.00		0.00	0.00
20	Project Management						0.00		0.00	0.00
21	Quality Assurance						0.00		0.00	0.00
	Subtotal Hours Preliminary Design (60%)		7.00	0.00	26.00	0.00	33.00	1.00	1.00	34.00
	Subtotal Fees Preliminary Design (60%)		\$945.00	\$0.00	\$2,860.00	\$0.00	\$3,805.00	\$65.00	\$65.00	\$3,870.00
V. Final Design (100%)										
1	Grading/Wet Utilities Extension Plans		1.00		6.00		7.00		0.00	7.00
2	Civil Details		1.00		4.00		5.00		0.00	5.00
3	Cost Estimate		2.00		2.00		4.00		0.00	4.00
4	Specifications		2.00				2.00	2.00	2.00	4.00
21							0.00		0.00	0.00
22	CADD Management						0.00		0.00	0.00
23	Project Management						0.00		0.00	0.00
24	Quality Assurance						0.00		0.00	0.00
	Subtotal Hours	0.00	6.00	0.00	12.00	0.00	18.00	2.00	2.00	20.00
	Subtotal Fees	\$0.00	\$810.00	\$0.00	\$1,320.00	\$0.00	\$2,130.00	\$130.00	\$130.00	\$2,260.00
VI. Bidding/Award										
1	Bidding Questions		1.00				1.00		0.00	1.00
2							0.00		0.00	0.00
5							0.00		0.00	0.00
6	Project Management						0.00		0.00	0.00
7	Quality Assurance						0.00		0.00	0.00
	Subtotal Hours Bidding/Award	0.00	1.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00
	Subtotal Fees Bidding/Award	\$0.00	\$135.00	\$0.00	\$0.00	\$0.00	\$135.00	\$0.00	\$0.00	\$135.00
VII. Construction Admin. Services										
1	Site Observation of Work			6.00			6.00		0.00	6.00
2	Submittals				2.00		2.00		0.00	2.00
9	Project Management						0.00		0.00	0.00
10	Quality Assurance						0.00		0.00	0.00

CIVIL MANHOUR ESTIMATE
Events Center Restroom Upgrades
Colfax County
John Quinn Pate

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No.	Project Task	CIVIL							ADMIN		
		Project Engineer	Professional Engineer	Engineering Intern II	Design Technician	Associate Design Technician	Departmental Totals	ADMIN - Aide 2	ADMIN Totals	Grand Totals	
	Subtotal Hours Construction Admin. Services	0.00	0.00	6.00	2.00	0.00	8.00	0.00	0.00	8.00	
	Subtotal Fees Construction Admin. Services	\$0.00	\$0.00	\$690.00	\$220.00	\$0.00	\$910.00	\$0.00	\$0.00	\$910.00	
VIII.	Closeout										
1	Prepare As-Built				0.00		0.00			0.00	
3	Project Management						0.00			0.00	
4	Quality Assurance						0.00			0.00	
	Subtotal Hours Closeout	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Subtotal Fees Closeout	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Total Labor Hours	0.00	14.00	6.00	40.00	0.00	60.00	3.00	3.00	63.00	
	Standard Billing Rate or Fee	\$155.00	\$135.00	\$115.00	\$110.00	\$85.00	\$6,980.00	\$65.00	\$195.00	\$7,175.00	
	Fee Dollars	\$0.00	\$1,890.00	\$690.00	\$4,400.00	\$0.00	\$6,980.00	\$195.00	\$195.00	\$7,175.00	

ELECTRICAL MANHOOR ESTIMATE
Events Center Restroom Upgrades
Colfax County
John Quinn Pate

MOLZENCORBIN

No.	Project Task	ELECTRICAL					MINISTR			Grand Totals
		Principal Engineer	Professional Engineer	Engineering Intern I	Engineering Design Specialist	Departmental Totals	ADMIN - Support	ADMIN.. Totals		
I. Pre-Design/Study/Programming										
1	Assess Existing Electrical Infrastructure		4.00		3.00	7.00		0.00	7.00	
2	Coordinate with Utility Company		1.00		2.00	3.00		0.00	3.00	
3	Load Calculations		2.00			2.00		0.00	2.00	
4	Preliminary Cost Estimate		1.00		3.00	4.00		0.00	4.00	
5	Prepare text/figure for recommended improvements and upgrades		3.00		4.00	7.00		2.00	9.00	
6						0.00		0.00	0.00	
7	Quality Assurance	3.00				3.00		0.00	3.00	
Subtotal Hours Pre-Design/Study/Programming		3.00	11.00	0.00	12.00	26.00	2.00	2.00	28.00	
Subtotal Fees Pre-Design/Study/Programming		\$720.00	\$1,705.00	\$0.00	\$1,680.00	\$4,105.00	\$190.00	\$190.00	\$4,295.00	
II. Preliminary Design (60%)										
1	Site Plan		2.00		4.00	6.00		0.00	6.00	
2	Enlarged Revised Plan		3.00	2.00	8.00	13.00		0.00	13.00	
3	One-Line and Panel Schedules		3.00		6.00	9.00		0.00	9.00	
4	Calcs		1.00			1.00		0.00	1.00	
5	Coordination with Mechanical		1.00		2.00	3.00		0.00	3.00	
6	Coordination with Architectural		1.00		2.00	3.00		0.00	3.00	
7	Div 26 Specs		4.00			4.00	1.00	1.00	5.00	
8	Cost Estimate		1.00			1.00		0.00	1.00	
9	Submit to County for Review		1.00		1.00	2.00		0.00	2.00	
10	Quality Assurance	4.00				4.00		0.00	4.00	
Subtotal Hours Preliminary Design (60%)		4.00	17.00	2.00	23.00	46.00	1.00	1.00	47.00	
Subtotal Fees Preliminary Design (60%)		\$960.00	\$2,635.00	\$240.00	\$3,220.00	\$7,055.00	\$95.00	\$95.00	\$7,150.00	
III. Final Design (100%)										
1	Site Plan		1.00		2.00	3.00		0.00	3.00	
2	Enlarged Revised Plan		1.00	1.00	4.00	6.00		0.00	6.00	
3	One-Line and Panel Schedules		1.00		2.00	3.00		0.00	3.00	
4	Coordination with Mechanical				1.00	1.00		0.00	1.00	
5	Coordination with Architectural				1.00	1.00		0.00	1.00	
6	Div 26 Specs		1.00			1.00		0.00	1.00	
7	Cost Estimate		0.50			0.50		0.00	0.50	
8	Prepare Signed/Stamped Documents		1.00		1.00	2.00		0.00	2.00	
9						0.00		0.00	0.00	

ELECTRICAL MANHOURL ESTIMATE
Events Center Restroom Upgrades
Colfax County
John Quinn Pate

MOLZENCORBIN

No.		Project Task	ELECTRICAL				MINISTRAT			Grand Totals	
			Principal Engineer	Professional Engineer	Engineering Intern I	Engineering Design Specialist	Departmental Totals	ADMIN - Support	ADMIN.. Totals		
10								0.00		0.00	0.00
11		Quality Assurance	2.00					2.00		0.00	2.00
		Subtotal Hours Final Design (100%)	2.00	5.50	1.00	11.00		19.50	0.00	0.00	19.50
		Subtotal Fees Final Design (100%)	\$480.00	\$852.50	\$120.00	\$1,540.00		\$2,992.50	\$0.00	\$0.00	\$2,992.50
		Total Labor Hours	9.00	33.50	3.00	46.00		91.50	3.00	3.00	94.50
		Standard Billing Rate or Fee	\$240.00	\$155.00	\$120.00	\$140.00			\$95.00		
		Fee Dollars	\$2,160.00	\$5,192.50	\$360.00	\$6,440.00		\$14,152.50	\$285.00	\$285.00	\$14,437.50

MECHANICAL MANHOOR ESTIMATE
Events Center Restroom Upgrades
Colfax County
John Quinn Pate

MOLZENCORBIN

No.	Project Task	MECHANICAL			ADMINISTRATION				Grand Totals
		Senior Engineer	Associate Design Technician	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN. Totals	ADMIN. Totals	
	Subtotal Fees Final Design (100%)	\$1,757.50	\$1,680.00	\$3,437.50	\$0.00	\$0.00	\$0.00	\$0.00	\$3,437.50
	Total Labor Hours	41.50	46.00	87.50	0.00	3.00	3.00	3.00	90.50
	Standard Billing Rate or Fee	\$185.00	\$140.00		\$65.00	\$95.00			
	Fee Dollars	\$7,677.50	\$6,440.00	\$14,117.50	\$0.00	\$285.00	\$285.00	\$285.00	\$14,402.50

CONTRACT AMOUNT				MOLZENCORBIN	
Events Center Restroom Upgrades				CALCULATED	
Colfax County				CONTRACT AMOUNT	
John Quinn Pate				COST	
BASIC FEE (Labor)					
SUBTOTAL LABOR					\$78,070.00
OTHER DIRECT SUBCONSULTANTS		Sub Type	Phase		
SUBTOTAL OTHER DIRECT SUBCONSULTANTS					\$0.00
Reimbursable Markup (if any)				10%	\$0.00
SUBTOTAL OTHER DIRECT SUBCONSULTANTS					\$0.00
OTHER DIRECT EXPENSES (ODE'S)				Quantity	
In-House Copies		\$0.11			\$0.00
In-House Color Copies (8 1/2 x 11)		\$1.00			\$0.00
In-House Color Copies (11 x 17)		\$2.00			\$0.00
In-House Large Format Plots		\$3.00			\$0.00
Commercial Copies		\$0.06			\$0.00
Commercial Prints		\$1.02			\$0.00
Commercial Color Copies		\$1.50			\$0.00
In-House or Commercial Mylars		\$10.50			\$0.00
Mileage		\$0.575			\$0.00
Commercial Travel					
Lodging-Per Diem (Verify With Accounting)		\$94.00			\$0.00
Meals - Per Diem (per person /day) (Verify With Accounting)		\$55.00			\$0.00
Photo					
Postage					
Supplies					
SUBTOTAL OTHER DIRECT EXPENSES					\$0.00
TOTAL BASIC FEE					\$78,070.00
REIMBURSABLES				Quantity	
In-House Copies		\$0.11	1,000.00		\$110.00
In-House Color Copies (8 1/2 x 11)		\$1.00			\$0.00
In-House Color Copies (11 x 17)		\$2.00			\$0.00
In-House Large Format Prints		\$3.00			\$0.00
In-House Large Format Plots		\$3.00	100.00		\$300.00
Commercial Copies		\$0.06			\$0.00
Commercial Prints		\$1.02			\$0.00
Commercial Color Copies		\$1.50			\$0.00
In-House or Commercial Mylars		\$10.50			\$0.00
Mileage		\$0.585	800.00		\$468.00
Bidding Documents (Specs & Plans)					
Commercial Travel					
Lodging-Per Diem (per person/per day)		\$96.00			\$0.00
Meals - Per Diem (per person /per day)		\$59.00			\$0.00
Photo					
Postage					
Supplies/Misc.					
SUBTOTAL REIMBURSABLES					\$878.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES					\$78,948.00
NMGR				7.6250%	\$6,019.79
TOTAL					\$84,967.79



Colfax County

Board of Commissioners



P.O. Box 1498 ● Raton, New Mexico 87740
 Ph. (575) 445-9661 ● Fax. (575) 445-2902
 www.co.colfax.nm.us

County Commissioners

Si Trujillo
 Chairman
 Raton, NM 87740
 (505) 617-6893

Mary Lou Kern
 Vice Chairman
 Raton, NM 87740
 505-617-6895

Bret E. Wier
 Member
 P.O. Box 664
 Angel Fire, NM 87710
 (505) 652-0039

Monte K. Gore
 Colfax County Manager
 230 North 3rd Street
 Raton, NM 87740
 (575) 445-9661

Elected Officials

Lydia M. Garcia
 County Treasurer
 (575) 445-3171

Kristi E. Graham
 County Assessor
 (575) 445-2314

Royal Quint
 Probate Judge
 (575) 445-9565

RESOLUTION 2023-27

A Resolution to Adopt Amendments to The ECCoG JPA

WHEREAS the Enchanted Circle Council of Governments (hereafter “the ECCoG”) has been formed through a Joint Powers Agreement (hereafter “JPA”) approved by the State of New Mexico, through the New Mexico Department of Finance and Administration, as a legal inter-governmental entity for the purposes of promoting and enhancing regional economic development; and

WHEREAS the County of Colfax Governing Body recognizes the importance of active representation and participation by Colfax County, Taos Pueblo, and its other members in the ECCoG and on the ECCoG Board of Directors; and

WHEREAS the ECCoG Board of Directors, at its May 16, 2019, meeting, approved amending the JPA to include the membership of Colfax County to the ECCoG Board, with full voting privileges; and

WHEREAS the ECCoG Board of Directors, at its November 2, 2022, meeting, approved amending the JPA to include the membership of Taos Pueblo to the ECCoG Board, with full voting privileges; and

WHEREAS, by allowing these amendments to the ECCoG Joint Powers Agreement (JPA), the board’s composition shall be comprised of the Town of Taos, Taos County, Village of Taos Ski Valley, Town of Red River, Village of Questa, Village of Eagle Nest, Village of Angel Fire, Colfax County and Taos Pueblo.

WHEREAS membership and voting privileges of the ECCoG Board shall be as specified in the ECCoG JPA Amendment No. 1 (Exhibit A) and ECCoG JPA Amendment No. 2 (Exhibit B).

NOW, THEREFORE, BE IT RESOLVED that:

1. The County of Colfax Governing Body hereby declares by this resolution approval of the changes to the ECCoG JPA, as its State approved enabling document, to be herein identified as ECCoG JPA Amendment No. 1 and ECCoG JPA Amendment No. 2 and shall so amend the defined membership to include Colfax County and Taos Pueblo.
2. The County of Colfax Governing Body authorizes the Chairman Si Trujillo to sign ECCoG JPA Amendment No. 1 (Exhibit A) and ECCoG JPA



Colfax County Board of Commissioners



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Amendment No. 2 (Exhibit B) and return it to the ECCoG Board for submission to the Local Government Division of the Department of Finance and Administration.

- 3. The County of Colfax Governing Body respectfully requests approval of ECCoG JPA Amendment No. 1 and ECCoG JPA Amendment No. 2 from the Local Government Division of the Department of Finance and Administration.

PASSED, ADOPTED, AND APPROVED this 8th day of August 2023, at the Regular Meeting of the Colfax County Board of Commissioners by the following vote:

Si Trujillo, Chairman _____
Mary Lou Kern, Vice Chairman _____
Bret E. Wier, Member _____

COLFAX COUNTY, NEW MEXICO

Si Trujillo, Chairman

ATTEST:

Rayetta M. Trujillo, Colfax County Clerk



JOINT PARTNERSHIP AGREEMENT ENCHANTED CIRCLE COUNCIL OF GOVERNMENTS

AMENDMENT NO. 1

“Article II ORGANIZATION OF THE ECCoG, A. BOARD OF DIRECTORS, 1. ECCoG Board of Directors” of the approved JPA shall be amended to read as follows:

1. **ECCoG Board of Directors.** The ECCoG Board of Directors shall consist of the Chief Elected Official (Mayor or County Commission Chairperson) and Manager/Administrator of each of the Parties to this JPA, whose responsibility it shall be to provide overall policy and decision-making for the operation of the ECCoG, and to represent, act on behalf of, and to inform the governing bodies of each of the Parties and their constituents with respect to the business of the ECCoG.

With regards to Colfax County, the County shall be represented on the Board by either the County Commission Chairperson or the County Commissioner representing those residents and the district(s) within the Enchanted Circle (Colfax County District 3).

In the event that a Mayor of a member is unable to attend an ECCoG Board meeting or committee meeting, the Mayor Pro tem of the municipal member or Vice-Chair of the County member may attend and be recognized as the voting delegate for that local government.

In the absence of the chief elected official or the next in-line from the jurisdiction, as outlined above, the manager or administrator of the jurisdiction, if in attendance, shall be permitted to serve as the voting member representing that jurisdiction on board or committee business.

“Article II ORGANIZATION OF THE ECCoG, A. BOARD OF DIRECTORS, 3. Composition of the Board” of the approved JPA shall be amended to read as follows:

2. **Composition of the Board.** The Board is comprised of:
 - a. Taos County: County Commission Chairperson (**County Commission Vice-Chair if the County Commission Chair is unable to attend**) and County Manager
 - b. Colfax County: County Commission Chairperson or **County Commissioner from Colfax County District 3) and County Manager**

- c. Town of Taos: Mayor (**Mayor Pro Tem if the Mayor is unable to attend**) and Town Manager
- d. Town of Red River: Mayor (**Mayor Pro Tem if the Mayor is unable to attend**) and Town Manager
- e. Village of Taos Ski Valley: Mayor (**Mayor Pro Tem if the Mayor is unable to attend**) and Village Manager
- f. Village of Questa: Mayor (**Mayor Pro Tem if the Mayor is unable to attend**) and Village Manager
- g. Village of Eagle Nest: Mayor (**Mayor Pro Tem if the Mayor is unable to attend**) and Village Administrator
- h. Village Angel Fire: Mayor (**Mayor Pro Tem if the Mayor is unable to attend**) and Village Administrator

TAOS COUNTY:

County Commission Chairman

County Clerk
Seal

COLFAX COUNTY:

County Commission Chairman

County Clerk
Seal

TOWN OF TAOS:

Mayor
Seal

Clerk

TOWN OF RED RIVER:

Mayor
Seal

Clerk

VILLAGE OF ANGEL FIRE:

Mayor
Seal

Clerk

VILLAGE OF QUESTA:

Mayor
Seal

Clerk

VILLAGE OF EAGLE NEST:

Mayor
Seal

Clerk

VILLAGE OF TAOS SKI VALLEY:

Mayor
Seal

Clerk

APPROVED:

Department of Finance and Administration

Date: _____



**JOINT PARTNERSHIP AGREEMENT
ENCHANTED CIRCLE COUNCIL OF GOVERNMENTS**

AMENDMENT No. 2

1. Article II ORGANIZATION OF THE ECCoG, Section A. BOARD OF DIRECTORS, Paragraph 3. Composition of the Board, shall be amended to read as follows:
 2. Composition of the Board. The Board is comprised of:
 - a. Taos County: County Commission Chairperson (County Commission Vice-Chair if the County Commission Chair is unable to attend) and County Manager
 - b. Colfax County: County Commission Chairperson or County Commissioner from Colfax County District 3 and County Manager
 - c. Town of Taos: Mayor (Mayor Pro Tem if the Mayor is unable to attend) and Town Manager
 - d. Town of Red River: Mayor (Mayor Pro Tem if the Mayor is unable to attend) and Town Administrator
 - e. Village of Taos Ski Valley: Mayor (Mayor Pro Tem if the Mayor is unable to attend) and Village Manager
 - f. Village of Questa: Mayor (Mayor Pro Tem if the Mayor is unable to attend) and Village Administrator
 - g. Village of Eagle Nest: Mayor (Mayor Pro Tem if the Mayor is unable to attend) and Village Administrator
 - h. Village of Angel Fire: Mayor (Mayor Pro Tem if the Mayor is unable to attend) and Village Manager
 - i. Taos Pueblo: Two members as appointed and determined by Taos Pueblo
2. Article III FINANCES, Section A. FINANCIAL PARTICIPATION, Paragraph 6. Voting, shall be amended to read as follows:
 6. Voting. Each Party to the JPA shall have one vote. All voting shall be by majority vote of the nine member Board for or against the proposal. The vote shall be cast by the elected official representing the party. In the absence of the elected official, the manager/administrator for that party may be designated by proxy of the elected official as the person entitled to cast the vote. Votes to recommend amendments to the by-laws and the annual budget may only be cast by the elected official.

TAOS COUNTY:

County Commission Chairman
Clerk

County

COLFAX COUNTY:

County Commission Chairman
Seal

County Clerk

TOWN OF TAOS:

Mayor
Seal

Clerk

TOWN OF RED RIVER:

Mayor

Clerk

Seal

VILLAGE OF ANGEL FIRE:

Mayor
Seal

Clerk

VILLAGE OF QUESTA:

Mayor
Seal

Clerk

VILLAGE OF EAGLE NEST:

Mayor
Seal

Clerk

VILLAGE OF TAOS SKI VALLEY:

Mayor

Clerk

Seal

TAOS PUEBLO:

Governor

Clerk

Seal

APPROVED:

Department of Finance and Administration

Date: _____

NEW MEXICO DEPARTMENT OF TRANSPORTATION
Aviation Grant Agreement Form



Date

Project Location

Sponsor

Address

City NM Zip Code

Participation

Funding Breakdown

Contract No. _____

Project No.

Vendor No.

Expiration Date _____

Purchase Order No: _____

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective pursuant to Section 7, below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

AIRCRAFT HANGAR CONSTRUCTION & REPAIRS

- b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.
- c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total
\$ 1,215,000	\$	\$	\$ 1,215,000

2. The Sponsor Shall:

- a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
- c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- e. Be responsible for all design and pre-construction activities.
- f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

7. Term.

The Agreement becomes effective upon signatures of all parties. The Agreement's effective date is the date opposite of the NMDOT Cabinet Secretary or Designee's signature on the signature page. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.

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

13. New Mexico Tort Claims Act.

As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

14. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

16. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

17. Appropriations and Authorizations of State and Federal Funds.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

18. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

19. Applicable Law.

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Address: New Mexico Department of Transportation - Aviation Division
3501 Access Rd C.
Albuquerque, NM 87106
General Office: (505) 795-1401
Fax: (505) 244-1790
E-mail: Aviation.Division@dot.nm.gov

Name	MONTE GORE		
Title	AIRPORT MANAGER		
Sponsor	COLFAX, COUNTY OF		
Address	PO BOX 98		
City	RATON	NM	Zip Code 87740
Office Phone		Fax	
E-Mail	mgore@co.colfax.nm.us		

21. Amendment.

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended by:

By: _____
Aviation Division Director
or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

SPONSOR

Print Name: _____

By: _____

Date: _____

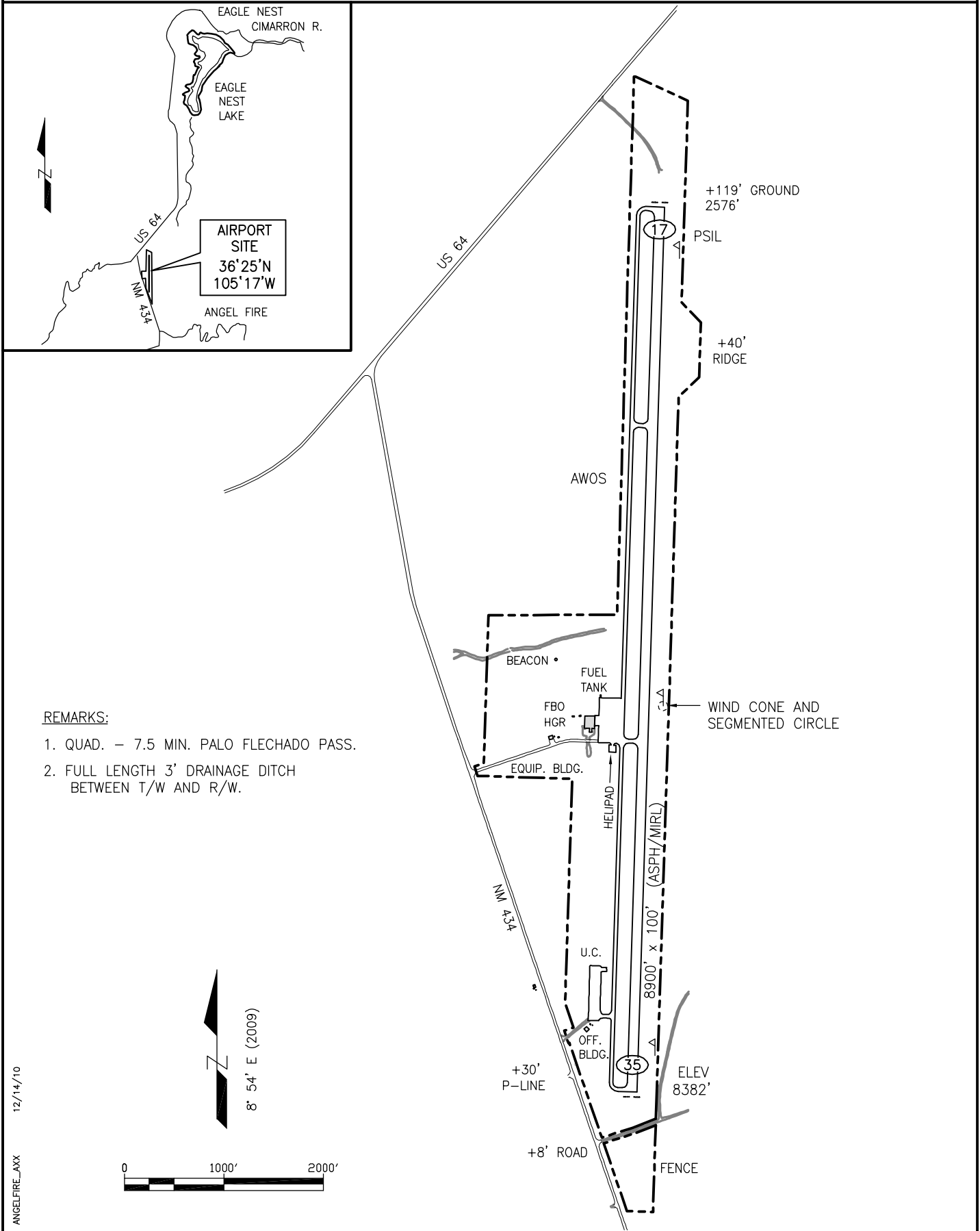
Title: _____

EXHIBIT A

ANGEL FIRE, NM

ANGEL FIRE AIRPORT (AXX)

SITE NO. 14534.A



12/14/10

ANGELFIRE_AXX

