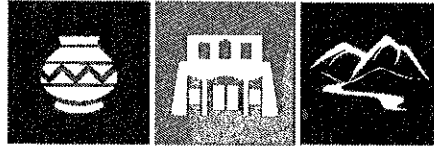


Justin S. Greene
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Camilla Bustamante
Commissioner, District 3



SANTA FE COUNTY

Anna T. Hamilton
Commissioner, District 4

Hank Hughes
Commissioner, District 5

Gregory S. Shaffer
County Manager

DATE: January 6, 2023

TO: File

FROM: Bill Taylor, Procurement Manager *BT*

Via: LeRoy Alvarado, Utilities Infrastructure Manager

RE: **Declaration of Emergency to Repair a Water Line Leak Located 31 West Wildflower Dr. in Las Campanas in Santa Fe County, for a Total Sum of \$9,224.12, Exclusive of NM GRT.**

Issue:

On Wednesday, December 28, 2022 at approximately 2:00 PM, the Utilities Department was notified of water seeping out of the road near 31 west Wildflower Drive in Las Campanas, in Santa Fe County. The operator inspected the site to find that there was a water leak in the main water line and that a subsurface contractor would be needed to make the repairs, as well as repaving of the affected portion of the road. The Utilities Manager contacted the Procurement Manager for a declaration of emergency to call a contractor out to make the necessary inspection and repair of the water line leak.

Upon approval to take all action necessary to make repairs, Sub-surface Contracting, LLC was contacted. The Contractor mobilized immediately and completed the repairs by the following day, December 29, 2022.

Determination:

Due to the threat to the health and safety of the public and staff, it is the determination of the County Procurement Manager that the repairs to the water line at 31 West Wildflower in La Campanas may be procured pursuant to a declaration of emergency pursuant to NMSA 1978, 13-1-127- Emergency Procurements.

All work and costs associated with this determination will be limited to the repairs of the water line at the Las Campanas location.

Emergency Project Description:

Contractor: Sub Surface Contracting, LLC
27A Paseo De River
Santa Fe NM, 87507

(505) 473-1000

Location: 31 West Wildflower Dr., Las Campanas
Santa Fe NM 87504

Scope of Services: Emergency call
Located broken water line
Make repairs
Repair and fill, and repaving of effected portion of the road

See Attached Work Order 1.

Total Cost for Labor and Materials: \$9,224.12 exclusive of NMGRT

SUB SURFACE CONTRACTING, INC.

27A PASEO DE RIVER

SANTA FE, NM 87507

Phone (505) 473-1000

Work Order 1 Time and Material Report

Company: Subsurface

Requested by: Santa Fe County

Date 28-Dec 22

Location: 31 W Wild Flower Dr

Description:	MATERIAL			
	Qty.	Description	Rate	Total Cost
The Santa Fe county water divison called us out to a water brake they had on 31 W Wild Flower Dr. Crew was on site at 2:30 Marking out area for loactes and setting up traffic control.	1	Service Saddle 8"x1"	\$93.88	\$93.88
	1	1" Corp Stop	\$92.89	\$92.89
	18	18 SY Of Asphalt	\$91.50	\$1,647.00
	5	5 Tons Of Base course	\$16.50	\$82.50
	1	1 Load Of Fill Dirt 15 SY.	\$150.00	\$150.00
	1	Traffic Control & Set up take down/ see invoice	\$274.29	\$274.29
The brake was a 8x1 service saddle. Subsurface Provided the 8x1 saddle & corp stop. Subsurface also completed the backfill using a waker Asphalt cut 5ft x 8ft				\$0.00
				\$0.00
				\$0.00
				\$0.00
		Total		\$2,340.56

LABOR

	S	M	T	W	T	F	S	Total Hours	Rate	Total Cost
Date				28-Dec						
F Gene Romero				11.50				11.50	\$70.00	\$805.00
O Justin Marquez				11.00				11	\$68.00	\$638.00
L Roman Anchando				11.00				11	\$43.00	\$473.00
L Jack Sanderson				4.00				4	\$43.00	\$172.00
P Ryan Gomez				11.50				11.5	\$45.00	\$517.50
TD Richard Kerr				11.00				11	\$68.00	\$638.00
S Jeremey Sanderson				4.00				4	\$80.00	\$320.00
								Total Labor		\$3,568.50

EQUIPMENT

Unit #	S	M	T	W	T	F	S	Total Hours	Rate	Total Cost
Date				28-Dec						
Truck & Tools				11.5				11.5	\$35.00	\$402.50
Backhoe				11				11	\$68.00	\$638.00
generator 5000 watt				5				5	\$54.00	\$270.00
2 Trash Pumps				5				5	\$60.00	\$300.00
Street Saw				2				2	\$60.00	\$120.00
Traffic Control truck				11.5				11.5	\$35.00	\$402.50
Stree Cut Permits				1				1	\$75.00	\$75.00
Dumptruck Tandum				11				11	\$60.00	\$660.00
Light Tower / 24HR				1				1	\$218.00	\$218.00
								Total Equipment		3,086.00

Contractor Rep.								SUB Total		8,990.06
Company Rep. Jeremey Sanderson								Overhead, Profit, Ins.	10%	\$234.06
Title								Sub Total		9,224.12
								TAX	7.0000%	\$645.69
								Grand Total		9,869.80

Date of Request 12/29/2022

Person Making Request & Title LEROY ALVARADO / UTILITIES INFRASTRUCTURE MANAGER

Department & Agency PUBLIC WORKS / UTILITIES

Ph. (505) 992-9835

Cell (505) 490-0038

Fax (505) 992-3028

Location Las Campanas

Physical Address 20 East Wildflower

City & Zip Code SANTA FE, NM 87507

Residents or tenants affected by the emergency situation:

25 residents

Information surrounding the emergency situation (include the following: *describe the problem in detail; indicate times, dates and extent of damages; has any action been taken? any other information which will help determine this request qualifies as an emergency*)

At approximately 2:00PM on December 28, 2022, the Utilities department received a call of large amounts water seeping out of a road near 31 west wild flower in Las Campanas. After inspection it was determined that repairs needed to be conducted to rectify this water leak. The operator contacted the Utilities Manager to notify him of the situation. Having limited staff available a contractor was contacted (Sub-surface) to determine the root cause of the failure and complete repairs. The Contractor mobilized a crew and were on site at 3:30PM. The Utilities crew began to isolate the section of line approximately 25 residences were affected. The utilities department was able to slow the water release to about 5 g/min until the contractor received clearance to conduct repairs around 5:00PM. The road was closed off due to the location of the repair.

Describe the emergency condition that exists as it relates to the health, safety and welfare of the public; protection of property; or function of government:

The system is considered compromised because of the inability to prevent debris from entering the distribution line once the line is isolated. Residents may be exposed to contaminated water which is an extreme health and safety concern. The line rupture influenced the subsurface of the roadway creating a road hazard.

Explain what effort, if any was made to complete the work needed:

At 6:00PM the contractor started excavating the site. The Line repair was completed at 12:00PM 12/29/2022. Some weather conditions halted work temporary. Repaving of the affected portion of the road will be completed once weather conditions allow.



SANTA FE COUNTY

SANTA FE, NEW MEXICO

PURCHASE ORDER

IMPORTANT

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PAGE: 1
P.O. NO.: 232513
DATE: 01/06/2023
C.O.NO.: 0
C.O.DATE: 00/00/0000

TO: SUB SURFACE CONTRACTING, INC.
27A PASEO DE RIVER
SANTA FE, NM 87507

SHIP TO/
INVOICE TO:

PUBLIC WORKS DEPT/ADMIN
SANTA FE COUNTY
424 NM HIGHWAY 599
SANTA FE, NM 87507

VENDOR NO.	NOTES				
15166	1. Federal Tax I.D. Number is required for payment 2. If unable to fill at prices shown, or meet delivery day, please advise immediately. 3. All items subject to terms and conditions on reverse.				
DELIVERY BY	SHIP VIA	F.O.B.		TERMS	
06/30/2023				NET 30	
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
KEIPER, SUZANNE		VIGIL, ADRIANA		BCPEREZ	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		50514104444003		0000232853	12/30/2022
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

1	93.88	EA	LEROY ALVARADO IS REQUESTING AN ENCUMBRANCE 000 004	1.0000	93.88
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for emergency services to repair water main line

near 31 west wild flower. also included

replacement of asphalt D.O.E.

service saddle 8"x1" @ \$93.88

2	92.89	EA	1" CORP STOP @ \$92.89 000 004	1.0000	92.89
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3	1,647.00	EA	18 SY OF ASPHALT \$91.50X18= \$1647.00 000 004	1.0000	1,647.00
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SANTA FE COUNTY

SANTA FE, NEW MEXICO

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27A PASEO DE RIVER
SANTA FE, NM 87507

SHIP TO/
INVOICE TO:

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SANTA FE COUNTY
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SANTA FE, NM 87507

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06/30/2023				NET 30	
CONFIRM BY		CONFIRM TO		REQUITIONED BY	
KEIPER, SUZANNE		VIGIL, ADRIANA		BCPEREZ	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		50514104444003		0000232853	12/30/2022

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
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4	82.50	EA	5 TONS OF BASE COURSE @ 16.50X5= \$82.50 000 004	1.0000	82.50
5	150.00	EA	1 LOAD OF FILL DIRT 15 SY @ \$150.00 000 004	1.0000	150.00
6	805.00	EA	GENE ROMERO @ \$70.00X12= \$805.00 000 004	1.0000	805.00
7	638.00	EA	JUSTIN MARQUEZ @ \$58.00X11= \$638.00 000 004	1.0000	638.00



SANTA FE COUNTY

SANTA FE, NEW MEXICO

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 27A PASEO DE RIVER
 SANTA FE, NM 87507

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 SANTA FE COUNTY
 424 NM HIGHWAY 599
 SANTA FE, NM 87507

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06/30/2023				NET 30	
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
KEIPER, SUZANNE		VIGIL, ADRIANA		BCPEREZ	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		50514104444003		0000232853	12/30/2022

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
8	473.00	EA	ROMAN ANCHANDO @ \$43.00X11= \$473.00 000 004	1.0000	473.00
9	172.00	EA	JACK SANDERSON @ \$43.00X4= \$172.00 000 004	1.0000	172.00
10	517.50	EA	RYAN GONZALES @ \$45.00X12= \$517.50 000 004	1.0000	517.50
11	638.00	EA	RICHARD KERR @ \$58.00X11= \$638.00 000 004	1.0000	638.00



SANTA FE COUNTY

SANTA FE, NEW MEXICO

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27A PASEO DE RIVER
SANTA FE, NM 87507

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INVOICE TO:

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424 NM HIGHWAY 599
SANTA FE, NM 87507

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06/30/2023				NET 30	
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
KEIPER, SUZANNE		VIGIL, ADRIANA		BCPEREZ	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
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LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

12	320.00	EA	JEREMY SANDERSON @ \$80.00X4= \$320.00 000 004	1.0000	320.00
13	402.50	EA	TRUCKS AND TOOLS @ \$35.00X12= \$402.50 000 004	1.0000	402.50
14	638.00	EA	BACKHOE @ \$58.00X11= \$638.00 000 004	1.0000	638.00
15	270.00	EA	GENERATOR 5000WATT @ \$54.00X5= \$270.00 000 004	1.0000	270.00



SANTA FE COUNTY

SANTA FE, NEW MEXICO

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 27A PASEO DE RIVER
 SANTA FE, NM 87507

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 SANTA FE COUNTY
 424 NM HIGHWAY 599
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06/30/2023				NET 30	
CONFIRM BY		CONFIRM TO		REQUITIONED BY	
KEIPER, SUZANNE		VIGIL, ADRIANA		BCPEREZ	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		50514104444003		0000232853	12/30/2022
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

16	300.00	EA	2 TRASH PUMPS @ \$60.00X5= \$300.00 000 004	1.0000	300.00
17	120.00	EA	STREET SAW @ \$60.00X2= \$120.00 000 004	1.0000	120.00
18	402.50	EA	TRAFFIC CONTROL TRUCK @ \$35.00X11.5= \$402.50 000 004	1.0000	402.50
19	274.29	EA	TRAFFIC CONTROL & SET UP TAKE DOWN @ \$274.29 000 004	1.0000	274.29



SANTA FE COUNTY

SANTA FE, NEW MEXICO

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27A PASEO DE RIVER
SANTA FE, NM 87507

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INVOICE TO:

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SANTA FE COUNTY
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06/30/2023				NET 30	
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
KEIPER, SUZANNE		VIGIL, ADRIANA		BCPEREZ	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		50514104444003		0000232853	12/30/2022

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
20	75.00	EA	STREET CUT PERMIT @ \$75.00 000 004	1.0000	75.00
21	660.00	EA	DUMP TRUCK @ \$60.00X11= \$660.00 000 004	1.0000	660.00
22	218.00	EA	LIGHT TOWERS @ \$218.00 000 004	1.0000	218.00
23	234.06	EA	OVERHEAD PROFIT, INS 10% =234.06 000 004	1.0000	234.06



SANTA FE COUNTY

SANTA FE, NEW MEXICO

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27A PASEO DE RIVER
SANTA FE, NM 87507

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LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

24	645.69	EA	TAXES @ 7%= \$645.69 000 004	1.0000	645.69
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01/06/2023: Pursuant to NMSA 1978 Sec.13-1-126

"Emergency Procurement" Approved by BT,

determination attached. Line item approved by

Finance. AV

TOTAL PURCHASE AMOUNT \$9,869.81



SANTA FE COUNTY

SANTA FE, NEW MEXICO

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NOT VALID UNLESS SIGNED BY THE COUNTY FINANCE

DIRECTOR OR THE COUNTY PURCHASING AGENT

Adriana Vigil Quality Control Procurement Analyst

AUTHORIZED SIGNATURE & TITLE

County of Santa Fe Purchase Order for Services – General Terms and Conditions

Interpretation: This PO represents the entire agreement between both parties, notwithstanding any Vendor's form. This Agreement shall be the sole and exclusive statement of the purchase of goods or services between the County and Vendor. Unless there is a separate written contract for the provision of goods or services, these terms and conditions shall be the sole and exclusive statement of the contract between the County and Vendor. In the event of a conflict between the terms and conditions of this PO and the terms of the written contract, the terms of the written contract or agreement shall govern.

Acceptance: Vendor shall accept the offer in writing, or by beginning to fill the order or perform the services requested by County. Acceptance is limited to the terms stated herein. The terms and conditions attached hereto shall apply to all orders placed under a County contract, subcontract or agreement.

Assignment: None of the sums due or to become due nor any of the work to be performed under this PO shall be assigned nor shall Vendor subcontract for completed or substantially completed work called for by this PO without County's prior written consent.

Modification/Changes: This PO constitutes the entire agreement between County and Vendor, and no modification hereof shall be effective unless agreed to in writing by authorized representatives of County. County's employees have no authority to direct any change except by a written change order or amendment signed by County's authorized representative.

Audit: The County may, subject to written notification to Vendor, conduct inspection at Vendor's facilities. Vendor shall, without charge, provide facilities for County's personnel and provide all requested data necessary for County's adequate inspection.

Governing Law: This PO shall be governed by the New Mexico Procurement Code, NMSA 1978, § 13-1-28 et seq.; NMSA 1978, § 6-6-11 (Bateman Act); Art. IX, Sec. 10 (County indebtedness) and Art. IX, Sec. 14 (Anti-donation) of the state constitution; and NMSA 1978, § 41-4-1 (Tort Claims Act), including the New Mexico Uniform Commercial Code, if applicable.

Compliance with Law and County Policies and Procedures: The County is exempt from payment of gross receipts tax on materials but may be subject to such tax on services, including "construction" as that term is defined in NMSA 1978, § 7-9-3.4. The taxable status of any sale of materials must be determined by the Vendor's legal counsel or tax consultant. Invoices rendered for additional taxes after bid award will not be honored. The Procurement Code, NMSA 1978, §§ 13-1-28 thru 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks. If this PO shall require the presence on County's premises of Vendor's employees, subcontractors or others under Vendor's control, Vendor shall comply with all applicable governmental regulations and rules of County's premises, encompassing without limitation those relative to environmental quality including safety, fire prevention and security requirements of the County Adult Detention Facility. Vendor shall at all times provide all equipment that is used in the performance of this PO, including all equipment to ensure the safety of all employees, subcontractors or others under Vendor's control.

Waiver: The failure of County to insist, in any one or more instances, upon the performance of any of the terms, or conditions or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term or condition or the future exercise of such right. The obligations of Vendor with respect to such future performance shall continue in full force and effect.

Delivery: Time is of the essence in this PO. If delivery of conforming goods or performance of conforming services is not complete by the time(s) promised, the County has the right, in addition to its other rights and remedies, to cancel this PO, to reject such goods or services in whole or in part, or to purchase substitute or goods or services elsewhere and charge Vendor with any loss incurred. Any provisions herein for delivery of goods or performance of services by installments shall not be construed as making the obligations of Vendor severable. Shipments sent C.O.D. without County's written consent will not be accepted and will be at Vendor's risk.

Loss in Transit and Environmental Responsibility: Title and risk of loss in transit shall not pass to County until delivery to County (or to carrier designated by County in cases where shipment is made F.O.B. Vendor's Shipping Point) in accordance with all applicable federal, state, or local laws or regulations, including but not be liable for any discharge, spill or other incident, including but not limited to expenses for any clean-up costs, involving any materials transported hereunder until completion of such delivery.

Dangerous and Hazardous Material: Packaging, packing, marking, labeling, documentation, handling and movement of any materials ordered shall be in accordance with applicable NM Department of Transportation (DOT) regulations or other applicable state laws. All packing sheets, bill of lading, or other shipping documents shall specify what the materials are and carry a certificate that the shipment is in proper condition for transportation as prescribed in DOT regulations or other applicable state laws.

Inspection: Notwithstanding any prior inspections or payments, all goods are subject to County's final inspection and acceptance at the destination which shall be conclusive except as to latent defects, fraud, mistakes and Vendor's warranty obligations. County may reject and return defective or nonconforming goods at Vendor's expense for credit, refund or replacement, at County's option. Vendor shall pay County's cost of inspecting, handling, removing, and/or revoking nonconforming goods.

Shipment: Shipment must be made in the quantity specified and over shipments may be rejected at County's discretion.

Shipping: Vendor shall enclose a packing sheet in each separate container and a master packing sheet in duplicate shall accompany each shipment. Packing sheets shall not show any prices. County's counter weight shall be accepted as final and conclusive on shipments not accompanied by packing sheets. Material shall be packed and marked for shipment as reasonably prescribed by, and at no additional cost to the County. Each shipping container shall contain the part number, date of shipment, bill of lading number, packing slip number, shipping container number of lot and number of containers in the lot.

Invoice: Invoice in duplicate to the "Invoice To" address on the PO. All invoices must show the PO number.

Price: County shall not be billed at prices higher than stated herein unless authorized in writing by County. Vendor represents that the prices charged for the goods or services covered by this PO are the lowest prices charged by Vendor and that such prices comply with all applicable laws and government regulations in effect at time of quotations, sale, delivery and performance.

Payment: Payment is net 30 days upon receipt of acceptable invoice or receipt of goods, whichever is later. Inquiries regarding payment should be directed to Finance at (505) 986-6375.

Discounts: Cash discounts will be calculated from date of receipt of acceptable invoice.

Warranties: All goods and services covered by this PO shall conform to the specifications, drawings, samples or other descriptions furnished or adopted by the County, and shall be merchantable, fit for the purpose intended, of best quality and workmanship and free from all defects. All goods delivered pursuant to this PO and manner of delivery thereof shall conform to standards established for such goods and delivery in accordance with any applicable federal, state or local laws and regulations.

Insurance: Vendor warrants that Vendor shall comply with all existing financial capability, responsibility, security or like laws, regulations and requirements of local, state and federal governments with respect to oil pollution or any other pollution damage whatsoever. Vendor agrees to protect, defend, indemnify, exonerate and hold Santa Fe County harmless from and against any and all suits, claims, liabilities, losses, liens and demands, fines, costs, criminal and civil penalties, causes of action or any obligations arising out of or in any manner connected with, incidents involving bodily injury, death, property or any violation or alleged violation of any federal, state or local law or regulation. Vendor is and undertakes performance thereof as an independent contractor, with sole responsibility for all persons employed in connection therewith, including without limitation exclusive liability for the payment of all federal, state, and local unemployment and disability insurance and all social security and other taxes and contributions payable in respect to such persons from and against which liability Vendor agrees to indemnify, exonerate and hold harmless the County. Vendor shall provide to County upon request certificates of insurance evidence that the Vendor has purchased the following insurance: General Comprehensive Liability Insurance. Vendor's Comprehensive Automobile Liability Insurance limits established by New Mexico Tort Claims Act: Worker's Compensation, limits established by applicable statutes; Employee liability coverage, the greater of the limits of liability established by the New Mexico Tort Claims Act or \$1,000,000. Vendor's protective liability insurance limits shall be the same as specified for Vendor's Commercial General Liability Insurance. All such persons shall be subject to all applicable rules of County's premises, including those for safety and fire protection.

Confidentiality: No disclosure, description or other communication of any sort shall be made by Vendor to any third party of the fact of County's purchase of goods or services hereunder, or of the details and characteristics thereof, without County's prior written consent. Any items furnished to Vendor by County pursuant to this PO, including without limitation samples, drawings, patterns and materials, shall remain the property of the County, shall be held at Vendor's risk and shall be returned upon completion of the work or termination of this PO; no disclosure or reproduction thereof in any form shall be made without County's written consent. Vendor shall be liable to County for any unauthorized disclosure or use of the items furnished to Vendor by the County.

Patent/Copyright Infringement: Vendor represents and warrants that the sale or used of the goods supplied under this PO shall not infringe upon any United States or foreign patent, copyright or trademark, industrial design right or other proprietary right. Vendor shall indemnify, defend and hold County, its successors, assigns, officers, employees and agents harmless from and against any damage, liability, claim, loss, costs, expenses and fees which may be incurred on account of infringement or alleged infringement under this PO.

Force Majeure: Failure by either party to perform hereunder, in whole or in part, occasioned by act of God or public enemy, fire explosion, perils of the sea, flood, drought, war, riot, sabotage, accident, embargo, government priority, requisition or allocation, or any circumstances of like or different character beyond the reasonable control of the party so failing to perform, or by interruption of or delay in transportation, labor trouble from whatever cause arising and whether or not the demands of the employees involved are reasonable and within the affected party's power to concede shall not subject said party to any liability to the other party. At County's option, this PO may be modified, or changed or terminated for the above such circumstances.

Termination/Cancellation: County reserves the right to terminate this PO at any time with respect to undelivered goods or services by written notification or oral notice confirmed in writing.