

Justin S. Greene
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Camilla Bustamante
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Hank Hughes
Commissioner, District 5

Gregory S. Shaffer
County Manager

MEMORANDUM

DATE: October 16, 2023

TO: File

FROM: Bill Taylor, Procurement Manager, CPO *BT*

Via: Paul Chopman, Utilities Division Director, Public Works Department

RE: **Declaration of Emergency to Procure the Necessary Repairs to Restore Water Service to Customers Within the Northeast-Southeast Connector Project Area Located at Richards Ave. and Zinnia Lane in Santa Fe County for a Total Amount of \$ 115,771.28, Inclusive of NM GRT**

ISSUE

Santa Fe County Public Works Department has an existing on-going road and utility project known as the Northeast/Southeast (NE/SE) Connector project. There was an unforeseen condition that involved a 16-inch high-pressure waterline was not identified in the Engineer's specifications or plans. As part of the project, an 8-inch water line was specified to be laid across the 16" water line. On Thursday August 31, 2023 at approximately 7:00 AM, the 16" line was disconnected by the Contractor that disconnected the water supply to County customers, and the water suppression system to the Santa Fe Community College.

TLC Construction had been working the NE/SE Project and were requested to reconnect and restore the water supply line to the customers and the Community College.

DETERMINATION:

Pursuant to 13-1-127 Emergency Procurements, it is the determination of the Santa Fe County Procurement Manager that there exists a threat to the public health, welfare, safety and property that require the procurement of services, construction or tangible items under emergency procurement in order to address and eliminate the immediate emergency condition as described above, pursuant to NMSA 1978, 13-1-127.

All work related to this determination will be limited to the repairs and restoration of the water supply to customers within the construction site location at Richards Ave. and Zinnia Lane in Santa Fe County.

Emergency Project Description:

Contractor: TLC Company, Inc.
5000 Edith Blvd. NE
Albuquerque, New Mexico 87107
Phone (505) 761-9696

Scope of Work: See attached cost/invoice for repairs.

TOTAL: **\$115,771.28, inc. NMGRT**



TLC Company, Inc.
 5000 Edith Blvd., NE
 Albuquerque, NM 87107
 Phone (505) 761-9696

Invoice #: 72343

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: Santa Fe County Cust.# 52698 Project: 2223.014 Intersection of Richards Ave. & Zinnia Lane
 PO Box 276 Cap - Santa Fe NM
 Santa Fe, NM 87504 ADDITIONAL WORK completed on 9/14/23
 Email: pchoman@santafecountynm.gov

Application No.: 1
 Period To: 9/25/2023

Distribution to:

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor

From Contractor: TLC Company Inc. Ma Architect:
 5000 Edith Blvd. NE
 Albuquerque, NM 87107

Project #:

Contract For: Emergency Work 16" CCP

Contract Date:

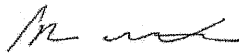
CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$48,951.00
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$48,951.00
4. Total Completed and Stored To Date	\$48,951.00
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$48,951.00
7. Less Previous Certificates For Payments	
8. Current Payment Due	\$48,951.00
Sales Tax (6.8750 % on \$48,951.00)	\$3,365.38
Current Payment Due Plus Sales Tax	\$ 52,316.38
9. Balance To Finish, Plus Retainage	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

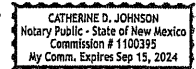
CONTRACTOR: TLC Company Inc.

By:  Date: 9/26/23
 Cris Mata, Project Manager

State of: New Mexico County of: Bernalillo
 Subscribed and sworn to before me this 26th day of September, 2023
 Notary Public:

My Commission expires: 9/15/2024





ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 52,316.38

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner		\$0.00
Total Approved this Month	\$0.00	
TOTALS	\$0.00	\$0.00
Net Changes by Change Order		\$0.00



Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No.: 1
 Application Date : 9/26/2023
 To: 9/25/2023

Invoice # : 72343

Contract : 2223.014 Richards Ave & Zinnia Lane CAP - Santa Fe

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
1	Work performed at the intersection of Richards Ave. & Zinnia Lane Santa Fe, NM ADDITIONAL WORK completed on 9/14/23	\$ 48,951.00	\$ -	\$ 48,951.00	\$ -	\$ 48,951.00	100.00%	\$ -	\$ -
Grand Totals		\$48,951.00	\$0.00	\$48,951.00	\$0.00	\$48,951.00	100.00%	\$0.00	\$0.00



TLC Company, Inc.
5000 Edith Blvd., NE
Albuquerque, NM 87107
Phone (505) 761-9696

Invoice #: 72532

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: Santa Fe County Cust# 52898 Project 2223.008 Intersection of Richards Ave. & Zinnia Lane
 PO Box 276 16" CCP - Santa Fe NM
 Santa Fe, NM 87504 EMERGENCY WORK up to 9/1/23
 Attn: pchoman@santafecountynm.gov

Application No: 1

Distribution to:

Owner
 Architect
 Contractor

Period To: 9/25/2023

From Contractor: TLC Company Inc. Via Architect: N/A
 5000 Edith Blvd. NE
 Albuquerque, NM 87107

Project #:

Contract For: Emergency Work 16" CCP

Contract Date:

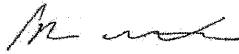
CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

1. Original Contract Sum	\$59,373.00
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$59,373.00
4. Total Completed and Stored To Date	\$59,373.00
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$59,373.00
7. Less Previous Certificates For Payments	
8. Current Payment Due	\$59,373.00
Sales Tax (6.8750 % on \$59,373.00)	\$4,081.89
Current Payment Due Plus Sales Tax	\$ 63,454.89
9. Balance To Finish, Plus Retainage	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: TLC Company Inc.

By:  Date: 9/26/2023
 Cris Mata, Project Manager

State of: New Mexico County of: Bernalillo
 Subscribed and sworn to before me this 26th day of September, 2023
 Notary Public:



My Commission expires: 9/15/2024 

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 63,454.89

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner		\$0.00
Total Approved this Month	\$0.00	
TOTALS	\$0.00	\$0.00
Net Changes by Change Order		\$0.00



Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No.: 1

Application Date : 9/26/2023

To: 9/25/2023

Invoice #: 72532

Contract : 2223.008 Richardson Ave. & Zinnia Lane

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
1	Work performed at the Intersection of Richards Ave. & Zinnia Ln. - Santa Fe, NM EMERGENCY WORK up to 9/1/23	\$ 59,373.00	\$ -	\$ 59,373.00	\$ -	\$ 59,373.00	100.00%	\$ -	\$ -
Grand Totals		\$59,373.00	\$0.00	\$59,373.00	\$0.00	\$59,373.00	100.00%	\$0.00	\$0.00



SANTA FE COUNTY

SANTA FE, NEW MEXICO

PURCHASE ORDER

IMPORTANT
 THIS PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL INVOICES
 AND SHIPPING CONTAINERS.
 INVOICES ARE TO BE IN
 DUPLICATE

PAGE: 1
 P.O. NO.: 241826
 DATE: 09/29/2023
 C.O.NO.: 0
 C.O.DATE: 00/00/0000

TO: TLC PLUMBING & UTILITY
 5000 EDITH BLVD NE
 ALBUQUERQUE, NM 87107

SHIP TO/
 INVOICE TO:

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

VENDOR NO.	NOTES				
12524	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	
06/30/2024				NET 30	
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
REINERT, TODD		SMITH, KENNETH		BCPEREZ	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		50514334848010		0000242003	09/12/2023
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

1	59,373.00	EA	PAUL CHOMAN IS REQUESTING AN ENCUMBRANCE	1.0000	59,373.00
			000 004		

emergency work on 16" waterline at intersection of
 Richards Ave and zinnia lane in Santa Fe nm 87507
 lump sum price (estimated- will have actual cost
 by 9/15/23)

work performed by tlc between on or before 9/1/23
 @\$59373.00

2	48,951.00	EA	WORK PERFORMED BY TLC BETWEEN 9/2/23 AND	1.0000	48,951.00
			000 004		

completed on or before 9/14/23

@ \$48951.00



SANTA FE COUNTY

SANTA FE, NEW MEXICO

PURCHASE ORDER

IMPORTANT

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES AND SHIPPING CONTAINERS. INVOICES ARE TO BE IN DUPLICATE

PAGE: 2
P.O. NO.: 241826
DATE: 09/29/2023
C.O.NO.: 0
C.O.DATE: 00/00/0000

TO: TLC PLUMBING & UTILITY
5000 EDITH BLVD NE
ALBUQUERQUE, NM 87107

SHIP TO/
INVOICE TO:

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

VENDOR NO.	NOTES				
12524	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	
06/30/2024				NET 30	
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
REINERT, TODD		SMITH, KENNETH		BCPEREZ	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		50514334848010		0000242003	09/12/2023
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

3	7,447.28	EA	TAXES @ \$7447.28 000 004	1.0000	7,447.28
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09/29/2023: Pursuant to NMSA 1978, Sec. 13-1-127

"Emergency Procurement" Approved by B. Taylor.

Approved by Finance. KS

TOTAL PURCHASE AMOUNT	\$115,771.28
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SANTA FE COUNTY

SANTA FE, NEW MEXICO

PURCHASE ORDER

IMPORTANT

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES AND SHIPPING CONTAINERS. INVOICES ARE TO BE IN DUPLICATE

PAGE: 3
P.O. NO.: 241826
DATE: 09/29/2023
C.O.NO.: 0
C.O.DATE: 00/00/0000

TO: TLC PLUMBING & UTILITY
5000 EDITH BLVD NE
ALBUQUERQUE, NM 87107

SHIP TO/
INVOICE TO:

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

VENDOR NO.	NOTES				
12524	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	
06/30/2024				NET 30	
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
REINERT, TODD		SMITH, KENNETH		BCPEREZ	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		50514334848010		0000242003	09/12/2023
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

NOT VALID UNLESS SIGNED BY THE COUNTY FINANCE

DIRECTOR OR THE COUNTY PURCHASING AGENT

Gregory S. Shaffer, County Manager 10/16/2023

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.