

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: December 18, 2023

TO: File

FROM: Bill Taylor, Procurement Manager, CPO 47

Via: LeRoy Alvarado, Public Works Utilities Infrastructure Manager

RE: **Declaration of Emergency to Procure the Necessary Repairs a Waterline Break Located at 4 Cosmo Circle, Santa Fe NM, Within Las Companas Subdivision, for a Total Amount of \$26,207.17, Exclusive of NM GRT.**

ISSUE

On Sunday December 3, 2023 at approximately 3:30pm, Utilities Department receive a call that water was appearing to be seeping from the street at 4 Cosmo Circle in the Las Companas Subdivision in Santa Fe New Mexico. The Utilities Crew arrived at the site and found that in order to locate and isolate the source of the water would require the services of a licensed Plumbing Contractor. The Crew contacted the Procurement Manager and received authorization to contact a contractor that can mobilize immediately. The Crew contacted multiple contractors and TLC Plumbing was the first to respond to the call, on Monday December 4, 2023.

Pavement was raised and excessive erosion for the road base caused a potential for pavement collapse. The Contractor began excavation and repairs wer completed and water source restored at 6/45pm on December 4, 2023. The repairs to the road were completed on December 7, 2023.

DETERMINATION:

Pursuant to 13-1-127 Emergency Procurements, it is the determination of the Santa Fe County Procurement Manager that there existed a threat to the public health, welfare, safety and property that required 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 necessary to restore the water source to 4 Cosmo Circle in Las Companas and repairs to the road.

Emergency Project Description:

Contractor: TLC Plumbing
2600 A. Galisteo Rd
Santa Fe, New Mexico 87505

Scope of Work: See attached cost breakdown for repairs.

TOTAL: \$26,207.17, Inclusive of NMGRT



INVOICE

#SF58621-1

Santa Fe County

2600 A Galisteo Rd
Santa Fe, NM 87505



Monday
Dec 11, 2023

Work Order #58621

6 Cosmos Cir Santa Fe, NM 87506



Leak/Slab



Fernando J

Qty	UOM	Description	Price
1.00	LSU	Excavation equipment and trailer	\$2,299.64
1.00	LSU	Copper/ copper connectionFittings	\$284.45
12.00	HR	Regular Labor - 12/3/2023	\$2,100.00
12.00	HR	Helper - 12/3/2023	\$960.00
12.00	HR	Helper - 12/3/2023	\$960.00
1.00	LSU	Truck stock connection material hardware vku221	\$83.34
1.00	LSU	Cut off saw	\$396.38
1.00	LSU	Jumping Jack hammer	\$487.28
1.00	LSU	safety plan	\$158.34
1.00	LSU	Backfill	\$60.42
11.00	HR	Regular Labor - 12/5/2023	\$1,925.00
11.00	HR	Helper - 12/7/2023	\$880.00
10.00	HR	Regular Labor - 12/6/2023	\$1,750.00
10.00	HR	Helper - 12/6/2023	\$800.00
3.00	HR	Helper - 12/7/2023	\$240.00
8.00	HR	Regular Labor - 12/7/2023	\$1,400.00
8.00	HR	Helper - 12/7/2023	\$640.00
1.00	LSU	Consumables vku221 gloves, rags, pipe dope, teflon, two sheets ply wood,	\$158.34
1.00	LSU	Asphalt patchwork (delivery and install	\$3,200.00
8.00	HR	Regular Labor - 12/7/2023	\$1,400.00
10.00	HR	Regular Labor - 12/7/2023	\$1,750.00
4.00	HR	Helper - 12/7/2023	\$320.00
6.00	HR	Helper - 12/7/2023	\$480.00
1.00	LSU	Cc flat bed pick up and return/ back fill dirt,	\$973.68
1.00	LSU	10x10 w asphalt	\$2,500.31

Technician Summary:

"TLC arrived to assess leak coming from street asphalt shown to me by Santa Fe County representative. When water is on, it is flowing through the street asphalt and paved road and flowing down the street hill flooding the bottom area. After approval from the county representative to proceed. I acquired all necessary equipment and safety material. we did a 10 x 10 street cut using a cut off saw to score the paved road. After doing this we then used a mini excavator to remove the pavement and dug down 6 feet. During the dig, the dirt

surrounding this area had become very muddy. A large amount of water had deposited into this area, causing water pockets/Cavities. The mud removed from this area cannot be used to backfill. After carefully avoiding utilities in this area, I then exposed the broken water line, which was a failed saddle tap connected to a 6 inch mainline Water inlet servicing the homes in this area and had a 1 in copper line to feed the property at 4 cosmos circle . After repair was completed it was pressure tested and allowed to sit overnight to test for leaks. When returning, no leaks were found present in this area at this time. After test completion, we then acquired Sifted backfill dirt and applied to this area while tamping every 6 inches using a jumping jack ground tamper. This area took 10 tons of sifted backfill dirt to fill the spot repair hole. We then clean the area in preparation for asphalt application. Asphalt application was Completed 12/7/23. All equipment has been cleaned and returned. The repair will carry a one-year warranty for parts and labor provided. "

Subtotal: \$26,207.17

Tax: \$0.00

DUE BY Dec 11, 2023

Total: \$26,207.17

Notes:

Customer not present at the time of completion I left water main key at the number 4 location and need to contact customer to collect.

Customer Signature:

Payments:

Total Paid: \$0.00

Balance Due: \$26,207.17



TLC Santa Fe
2532 Camino Entrada
Santa Fe, NM 87507



Email
SFOffice@tlcplumbing.com



Phone
(505) 471-6400



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.: 242530
 DATE: 12/18/2023
 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
		50514104444003		0000242923	12/12/2023
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

1	2,299.64	EA	LEROY ALVARADO IS REQUESTING AN ENCUMBRANCE	1.0000	2,299.64
			000 004		

Road repair for the emergency services to repair

water main line on 4 cosmo Circle Part of a D.O.E.

Invoice # SF58621-1

Excavation equipment and trailer @ \$2299.64

2	284.45	EA	COPPER/ COPPER CONNECTIONFITTINGS @ \$284.45	1.0000	284.45
			000 004		



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

3 2,100.00 EA REGULAR LABOR - 12/3/2023 @ \$2100.00 1.0000 2,100.00
000 004

4 960.00 EA HELPER - 12/3/2023 @ \$960.00 1.0000 960.00
000 004

5 960.00 EA HELPER - 12/3/2023 @ \$960.00 1.0000 960.00
000 004

6 83.34 EA TRUCK STOCK CONNECTION MATERIAL HARDWARE VKU221 1.0000 83.34
000 004
@ \$83.34



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

7	396.38	EA	CUT OFF SAW @ \$396.38 000 004	1.0000	396.38
8	487.28	EA	JUMPING JACK HAMMER @ \$487.28 000 004	1.0000	487.28
9	158.34	EA	SAFETY PLAN @ \$158.34 000 004	1.0000	158.34
10	60.42	EA	BACKFILL @ \$60.42 000 004	1.0000	60.42



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LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
11	1,925.00	EA	REGULAR LABOR - 12/5/2023 @ \$1925.00 000 004	1.0000	1,925.00
12	880.00	EA	HELPER - 12/7/2023 @ \$880.00 000 004	1.0000	880.00
13	1,750.00	EA	REGULAR LABOR - 12/6/2023 @ \$1750.00 000 004	1.0000	1,750.00
14	800.00	EA	HELPER - 12/6/2023 @ \$800.00 000 004	1.0000	800.00



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

15	240.00	EA	HELPER - 12/7/2023 @ \$240.00	1.0000	240.00
			000 004		

16	1,400.00	EA	REGULAR LABOR - 12/7/2023 @ \$1400.00	1.0000	1,400.00
			000 004		

17	640.00	EA	HELPER - 12/7/2023 @ \$640.00	1.0000	640.00
			000 004		

18	158.34	EA	CONSUMABLES VKU221 GLOVES, RAGS, PIPE DOPE, TEFLON	1.0000	158.34
			000 004		

two sheets ply wood @ \$158.34



SANTA FE COUNTY

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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
19	3,200.00	EA	ASPHALT PATCHWORK (DELIVERY AND INSTALL @ \$3200.00 000 004	1.0000	3,200.00
20	1,400.00	EA	REGULAR LABOR - 12/7/2023 @ \$1400.00 000 004	1.0000	1,400.00
21	1,750.00	EA	REGULAR LABOR - 12/7/2023 @ \$1750.00 000 004	1.0000	1,750.00
22	320.00	EA	HELPER - 12/7/2023 @ \$320.00 000 004	1.0000	320.00



SANTA FE COUNTY

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LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
23	480.00	EA	HELPER - 12/7/2023 @ \$480.00 000 004	1.0000	480.00
24	973.68	EA	CC FLAT BED PICK UP AND RETURN/ BACK FILL DIRT 000 004 @ \$973.68	1.0000	973.68
25	2,500.31	EA	10X10 W ASPHALT @ \$2500.31 000 004	1.0000	2,500.31

12/18/2023: Pursuant to NMSA 1978, Sec. 13-1-127

"Emergency Procurement" Approved by B. Taylor.



SANTA FE COUNTY

SANTA FE, NEW MEXICO

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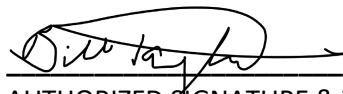
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Approved by Finance. KS

TOTAL PURCHASE AMOUNT \$26,207.18

NOT VALID UNLESS SIGNED BY THE COUNTY FINANCE

DIRECTOR OR THE COUNTY PURCHASING AGENT

 CPO 12/18/2023

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.