

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: February 20, 2024

TO: File

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

Via: LeRoy Alvarado, Public Works Utilities Infrastructure Manager

RE: **Declaration of Emergency to Procure the Necessary Repairs of Multiple Waterline Break Located Within the Aldea De Santa Fe Subdivision for a Total Amount of \$164,106.32, Exclusive of NM GRT.**

ISSUE

On Sunday, January 23, 2024, the Utilities Division of the Public Works Department received a call at approximately 3:30AM of a water in the streets within the Aldea Subdivision near Camino Barranca, Plaza Nueva and Plaza Nueva in Santa Fe New Mexico. The Utilities crew was dispatched at 6:30AM to the site and was able to locate and isolate the water line break at Plaza Nueva and Camino Barranca. The main water line was shut off, effecting 125 residents within the community.

The Utilities Department Manager contacted the Procurement office to inform the office that the main water line needed to be shut off, leaving residents without water, and that the Utilities Division did not have the capacity to excavate the area and make repairs. The Procurement Manager authorized the Utilities Manager to take action and contact a contractor to make the repairs. Upon receiving authorization, the Utilities Manager was able to contact Subsurface Contracting, Inc to mobilize and make repairs.

The Contractor arrived at the site at 10:00AM of January 23rd, excavated the site, and repaired the water line breaks and water was completely restored to the residents the evening of January 31, 2024.

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 the water line break located within the subdivision of Aldea De Santa in Santa Fe NM.

Emergency Project Description:

Contractor: Subsurface Contracting, Inc.
27A Paseo De River
Santa Fe, NM 87507
(505) 473-1000

Scope of Work: See attached cost breakdown for repairs.

TOTAL: **\$164,106.32, exclusive of NMGR**

27A PASEO DE RIVER
SANTA FE, NM 87507

Invoice

Date	Invoice #
2/14/2024	5971

Santa Fe County Utilities
424 NM SR 599 Frontage
P.O. Box 276
Santa Fe, NM 87504

Terms	Project

Description	Amount
Date: 1/22/2024 13 Plaza Nueva	16,654.70T
Date: 1/22/2024 Camino Barranca	31,093.90T
Date: 1/23/2024 Camino Barranca	8,725.04T
Date: 1/23/2024 13 Plaza Nueva	5,474.08T
Date: 1/24/2024 Camino Barranca	8,576.60T
Date: 1/25/2024 Camino Barranca	9,493.00T
Date: 1/26/2024 Camino Barranca	4,332.00T
Date: 1/29/2024 Camino Barranca & Plaza Nueva	59,543.00T
Date: 1/31/2024 Camino Barranca	5,838.00T
Date: 2/1/2024 Camino Barranca	7,273.20T
DateL 2/13/2024 Camino Barranca	7,102.80T
See Attachments	
Sales Tax (7.0%)	\$11,487.44
Total	\$175,593.76

SUB SURFACE CONTRACTING, INC.

27A PASEO DE RIVER
SANTA FE, NM 87507
Phone (505) 473-1000
Fax (505) 473-1307

Time and Material Report

Company: Subsurface Contracting		Requested by:		Date	22-Jan	24
Location: Camino Barranca		LeRoy Alvarado and Santa Fe County				

Description:	MATERIAL			Total Cost
	Qty.	Description	Rate	
Emergency repair on water main (12").	40	(40ft) 12"x18' PVC Pipe	\$62.55	\$2,502.00
Opened the trench 10'x26 to expose the pipe. Then cut, and repaired with a new pipe, and backfilled and, re-opened the water for service.	2	12" Repair sleeves with MJ's	\$360.84	\$721.68
	1	Load of broken asphalt out	\$122.40	\$122.40
	4	Loads of mud out	\$102.00	\$408.00
	4	loads of dry dirt in	\$102.00	\$408.00
	1	loads of base course	\$12.00	\$12.00
	1	setup of Traffic Control	\$300.00	\$300.00
	1	move on	\$300.00	\$300.00
		Total		\$4,774.08

LABOR										Total Hours	Rate	Total Cost
Date	S	M	T	W	T	F	S					
22-Jan												
F	Vincente Abeyta								20.50	\$80.00	\$1,640.00	
L	Omar Raygoza								15.50	\$60.00	\$930.00	
O	Chris Salazar								19.00	\$75.00	\$1,425.00	
L	Jessie Romero								19.00	\$60.00	\$1,140.00	
L	Manuel Candelaria								20.00	\$60.00	\$1,200.00	
S	Jack Sanderson								20.00	\$70.00	\$1,400.00	
S	Jeremey Sanderson								7.00	\$80.00	\$560.00	
Total Labor												\$8,295.00

EQUIPMENT										Total Hours	Rate	Total Cost
Unit #	Date	S	M	T	W	T	F	S				
118	Skidsteer								20.00	\$80.00	\$1,600.00	
18	Generator and pump								6.00	\$100.00	\$600.00	
713	Truck and Tools								20.00	\$70.00	\$1,400.00	
107	Backhoe								20.00	\$110.00	\$2,200.00	
	Light tower								20.00	\$210.00	\$4,200.00	
	Cat skidsteer								20.00	\$180.00	\$3,600.00	
	Dump Truck and Driver								20.50	\$140.00	\$2,870.00	
	Lowboy and Truck								2.00	\$300.00	\$600.00	
Total Equipment												\$17,070.00

SUB Total			\$30,139.08
Overhead, Profit, Ins.		20%	\$954.82
Sub Total			\$31,093.90
		7.0000%	\$2,176.57
Grand Total			\$33,270.47

Company Rep : Jeremey Sanderson	
Title	

SUB SURFACE CONTRACTING, INC.

27A PASEO DE RIVER
SANTA FE, NM 87507
Phone (505) 473-1000
Fax (505) 473-1307

Time and Material Report

Company: Subsurface Contracting		Requested by:		Date		23-Jan		24		
Location: Camino Barranca		LeRoy Alvarado & Santa Fe County								
Description:		MATERIAL							Total	
	Qty.	Description						Rate	Cost	
Dug up PRV water line and corp from	2	Threaded 2" to slip compression brass fitting						\$87.55	\$175.10	
watermain. Then reconnect and opened	1	2" Brass 90						\$721.68	\$721.68	
corp valve to test, later we backfilled and	1	2" Stick of copper, Ridged						\$1,111.00	\$1,111.00	
compacted with basecourse and dirt.	3	Yards of base course						\$12.00	\$36.00	
	1	setup of traffic control						\$300.00	\$300.00	
	1	move on						\$300.00	\$300.00	
									\$0.00	
									\$0.00	
		Total							\$2,643.78	
LABOR										
	S	M	T	W	T	F	S	Total	Rate	Total
Date			23-Jan					Hours		Cost
										\$0.00
F	Vincente Abeyta		5.50					5.50	\$80.00	\$440.00
O	Chris Salazar		5.50					5.50	\$75.00	\$412.50
L	Jessie Romero		5.50					5.50	\$60.00	\$330.00
L	Omar Raygoza		5.50					5.50	\$60.00	\$330.00
S	Jack Sanderson		6.00					6.00	\$80.00	\$480.00
L	Manuel Candelaria		6.00					6.00	\$60.00	\$360.00
S	Jeremey Sanderson		2.00					2.00	\$85.00	\$170.00
Total Labor										\$2,522.50
EQUIPMENT										
Unit	S	M	T	W	T	F	S	Total	Rate	Total
#	Date		23-Jan					Hours		Cost
725	Truck and tools		5.50					5.50	\$70.00	\$385.00
713	Truck and tools		5.50					5.50	\$70.00	\$385.00
107	Backhoe and Operator		5.50					5.50	\$110.00	\$605.00
111	Cat Skidsteer		5.50					5.50	\$180.00	\$990.00
23	Dumptruck and Driver		2.00					2.00	\$140.00	\$280.00
721	Truck and tools		5.50					5.50	\$70.00	\$385.00
										\$0.00
										\$0.00
Total Equipment										\$3,030.00
SUB Total										\$8,196.28
Overhead, Profit, Ins.								20%		\$528.76
Sub Total										\$8,725.04
7.0000%										\$610.75
Grand Total										\$9,335.79

Company Rep : Jeremey Sanderson

Title

SUB SURFACE CONTRACTING, INC.

27A PASEO DE RIVER
SANTA FE, NM 87507
Phone (505) 473-1000
Fax (505) 473-1307

Time and Material Report

Company: Subsurface Contracting		Requested by:		Date		22-Jan		24	
Location: 13 Plaza Nueva		LeRoy Alvarado and Santa Fe County							

Description:	MATERIAL			Total Cost
	Qty.	Description	Rate	
We sawcut the asphalt and removed	20	c900 8" pipe	\$59.23	\$1,184.64
24'x9' of dirt to expose the leak which	1	slip coupling	\$158.68	\$158.68
allowed us to replace the pipe with 20'x8"	2	8"x1"	\$97.36	\$194.72
c900 pipe and add two 1" corp stop, put	2	1" corp stop	\$96.94	\$193.88
one 8"x1" slip coupling. We backfilled and	1	Setup of Traffic control	\$300.00	\$300.00
compacted with 3 truck loads of dirt and	6	Tons of base course in	\$12.00	\$72.00
one truck load of base course.	1	move on	\$300.00	\$300.00
				\$0.00
		Total		\$2,403.92

LABOR										
	S	M	T	W	T	F	S	Total Hours	Rate	Total Cost
Date			22-Jan							
										\$0.00
F Reyes Rascon								18.00	\$80.00	\$1,440.00
P Juan Anchondo								17.50	\$60.00	\$1,050.00
P Merced Santos								17.50	\$60.00	\$1,050.00
L Fidel Chavez								17.50	\$60.00	\$1,050.00
L Francisco Lopez								17.50	\$60.00	\$1,050.00
										\$0.00
										\$0.00
Total Labor										\$5,640.00

EQUIPMENT											
Unit #		S	M	T	W	T	F	S	Total Hours	Rate	Total Cost
	Date			22-Jan							
728	Truck and tools								18.00	\$70.00	\$1,260.00
	Mini Excavator								17.50	\$80.00	\$1,400.00
	Dump truck and driver								18.00	\$140.00	\$2,520.00
	Backhoe and Operator								13.00	\$110.00	\$1,430.00
721	Truck and tools								18.00	\$70.00	\$1,260.00
	Pavement saw walk behind								4.00	\$65.00	\$260.00
											\$0.00
											\$0.00
Total Equipment											\$8,130.00

SUB Total			\$16,173.92
Overhead, Profit, Ins.		20%	\$480.78
Sub Total			\$16,654.70
		7.0000%	\$1,165.83
Grand Total			\$17,820.53

Company Rep : Jeremey Sanderson	
Title	

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Time and Material Report

[illegible]

SUB SURFACE CONTRACTING, INC.

27A PASEO DE RIVER
SANTA FE, NM 87507
Phone (505) 473-1000
Fax (505) 473-1307

Time and Material Report

Company: Subsurface Contracting		Requested by:		Date		24-Jan		24	
Location: Camino Barranca		Leroy Alvarado and Santa Fe County							

Description:	Qty.	Description	Rate	Total Cost
We cut 90 more feet of asphalt to fix the break, we had to get 3 loads picked up with a dump truck. Used 39 tons of base-course. At the end of the day, we finished by cleaning up the area and sweeping the mud/dirt.	39	tons of basecourse in	\$12.00	\$468.00
	1	Setup of Traffic Control	\$300.00	\$300.00
	1	move on	\$300.00	\$300.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total				\$1,068.00

LABOR										
	S	M	T	W	T	F	S	Total Hours	Rate	Total Cost
Date				1/24						\$0.00
F Reyes Rascon								8.50	\$80.00	\$680.00
P Juan Anchondo								8.00	\$60.00	\$480.00
P Merced Santos								8.00	\$60.00	\$480.00
L Francisco López								8.00	\$60.00	\$480.00
L Fidel Chavez								8.00	\$60.00	\$480.00
S Jeremy Sanderson								5.00	\$85.00	\$425.00
Total Labor										\$3,025.00

EQUIPMENT										
Unit #	S	M	T	W	T	F	S	Total Hours	Rate	Total Cost
728 Truck and Tools								8.50	\$70.00	\$595.00
406 Roller								8.00	\$90.00	\$720.00
103 Backhoe and Operator								8.00	\$110.00	\$880.00
Skid Steer								8.00	\$70.00	\$560.00
Pavement saw walk behind								5.00	\$65.00	\$325.00
Dump truck and driver								8.50	\$140.00	\$1,190.00
										\$0.00
										\$0.00
Total Equipment										\$4,270.00

		SUB Total			\$8,363.00
Company Rep : Jeremy Sanderson		Overhead, Profit, Ins.		20%	\$213.60
Title		Sub Total			\$8,576.60
				7.0000%	\$600.36
		Grand Total			\$9,176.96

SUB SURFACE CONTRACTING, INC.

27A PASEO DE RIVER
SANTA FE, NM 87507
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Time and Material Report

Company: Subsurface Contracting		Requested by:		Date		25-Jan		24			
Location: Camino Barranca		Leroy Alvarado and Santa Fe County									
Description:		MATERIAL							Total Cost		
		Qty.	Description					Rate			
We cut 97 more feet of asphalt to fix it. We		5	loads of dirt out					\$102.00	\$510.00		
took out dirt out with five full loads in the		65	Tons of basecourse in					\$12.00	\$780.00		
dump truck. We put 65 tons of basecourse		1	Setup of Traffic Control					\$300.00	\$300.00		
in the ground and cleaned the jobsite.		1	move on					\$300.00	\$300.00		
									\$0.00		
									\$0.00		
									\$0.00		
									\$0.00		
			Total						\$1,890.00		
LABOR											
		S	M	T	W	T	F	S	Total Hours	Rate	Total Cost
	Date					25-Jan					\$0.00
F	Reyes Rascon								7.50	\$80.00	\$600.00
P	Juan Anchondo								7.00	\$60.00	\$420.00
P	Merced Santos								7.00	\$60.00	\$420.00
L	Francisco Lopez								7.00	\$60.00	\$420.00
L	Fidel Chavez								7.00	\$60.00	\$420.00
L	Manuel Candelaria								7.50	\$60.00	\$450.00
											\$0.00
									Total Labor		\$2,730.00
EQUIPMENT											
Unit		S	M	T	W	T	F	S	Total Hours	Rate	Total Cost
#	Date					25-Jan					
728	Truck and Tools								7.50	\$70.00	\$525.00
406	Roller								7.00	\$90.00	\$630.00
103	Backhoe and Operator								7.00	\$110.00	\$770.00
113	Skid Steer								7.00	\$180.00	\$1,260.00
	Dump Truck and Driver								7.50	\$140.00	\$1,050.00
	Pavement Saw Walk Behind								4.00	\$65.00	\$260.00
											\$0.00
											\$0.00
									Total Equipment		\$4,495.00
SUB Total											\$9,115.00
Overhead, Profit, Ins.										20%	\$378.00
Sub Total											\$9,493.00
										7.00000%	\$664.51
Grand Total											\$10,157.51
Company Rep : Jeremey Sanderson Title											

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Time and Material Report

[illegible]

**27A PASEO DE RIVER
SANTA FE, NM 87507
Phone (505) 473-1000
Fax (505) 473-1307**

Time and Material Report

[illegible]

SUB SURFACE CONTRACTING, INC.

27A PASEO DE RIVER
SANTA FE, NM 87507
Phone (505) 473-1000
Fax (505) 473-1307

Time and Material Report

Company: Subsurface Contracting		Requested by:		Date		31-Jan		24	
Location: 28 Camino Barranca		Leroy Alvarado and Santa Fe County							

Description:	Qty.	Description	Rate	Total Cost
We straightened two sets of stones and cleaned the dirt that was in the gravel. To finish up the day we straightened the bricks.	1	move on	\$300.00	\$300.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total				\$300.00

LABOR										Total Hours	Rate	Total Cost
	S	M	T	W	T	F	S					
Date				1/31								
												\$0.00
F Reyes Rascon				8.50					8.50	\$80.00	\$680.00	
P Juan Anchondo				8.00					8.00	\$60.00	\$480.00	
P Merced Santos				8.00					8.00	\$60.00	\$480.00	
L Francisco Lopez				8.00					8.00	\$60.00	\$480.00	
L Fidel Chavez				8.00					8.00	\$60.00	\$480.00	
S Jeremey Sanderson				2.00					2.00	\$85.00	\$170.00	
											\$0.00	
Total Labor												\$2,770.00

EQUIPMENT										Total Hours	Rate	Total Cost
Unit #	S	M	T	W	T	F	S					
Date				1/31								
728 Tools and Truck				8.50					8.50	\$70.00	\$595.00	
111 Skidsteer and operator				8.00					8.00	\$80.00	\$640.00	
23 Dump Truck and driver				4.00					4.00	\$140.00	\$560.00	
									0.00		\$0.00	
									0.00		\$0.00	
									0.00		\$0.00	
									0.00		\$0.00	
									0.00		\$0.00	
Total Equipment												\$1,795.00

Contractor Rep.	SUB Total		\$4,865.00
Company Rep : Jeremey Sanderson	Overhead, Profit, Ins.	20%	\$973.00
Title	Sub Total		\$5,838.00
		7.0000%	\$408.66
	Grand Total		\$6,246.66

SUB SURFACE CONTRACTING, INC.

27A PASEO DE RIVER
SANTA FE, NM 87507
Phone (505) 473-1000
Fax (505) 473-1307

Time and Material Report

Company: Subsurface Contracting		Requested by:		Date		1-Feb		24		
Location: Camino Barranca		LeRoy Alvarado and Santa Fe County								
Description:		MATERIAL							Total	
	Qty.	Description					Rate	Cost		
Fixed driveway by removing mud from	1	Load out of mud out					\$102.00	\$102.00		
Driveway #16 and set driveway stones back	1	Load in of processed dirt					\$102.00	\$102.00		
to level.	1	load of rock gravel					\$12.00	\$12.00		
	1	move on					\$300.00	\$300.00		
								\$0.00		
								\$0.00		
								\$0.00		
								\$0.00		
Total								\$516.00		
LABOR										
	S	M	T	W	T	F	S	Total	Rate	Total
Date					1-Feb			Hours		Cost
F Vincente Abeyta					8.00			8.00	\$80.00	\$640.00
O Chris Salazar					8.00			8.00	\$75.00	\$600.00
L William C					8.00			8.00	\$60.00	\$480.00
L Omar Raygoza					8.00			8.00	\$60.00	\$480.00
O Jessie Romero					8.00			8.00	\$75.00	\$600.00
L Manuel Candelaria					8.00			8.00	\$60.00	\$480.00
S Jeremey Sanderson					1.00			1.00	\$85.00	\$85.00
								0.00	\$0.00	\$0.00
Total Labor										\$3,365.00
EQUIPMENT										
Unit	S	M	T	W	T	F	S	Total	Rate	Total
# Date					1-Feb			Hours		Cost
116 Mini Excavator					8.00			8.00	\$80.00	\$640.00
Dump Truck & Driver					7.00			7.00	\$140.00	\$980.00
Truck & Tools					8.00			8.00	\$70.00	\$560.00
								0.00		\$0.00
								0.00		\$0.00
								0.00		\$0.00
								0.00		\$0.00
								0.00		\$0.00
Total Equipment										\$2,180.00
Contractor Rep.					SUB Total					\$6,061.00
Company Rep : Jeremey Sanderson					Overhead, Profit, Ins.			20%		\$1,212.20
Title					Sub Total					\$7,273.20
								7.0000%		\$509.12
					Grand Total					\$7,782.32

SUB SURFACE CONTRACTING, INC.

27A PASEO DE RIVER
SANTA FE, NM 87507
Phone (505) 473-1000
Fax (505) 473-1307

Time and Material Report

Company: Subsurface Contracting		Requested by:		Date		13-Feb		24		
Location: 28 Camino Barranca		LeRoy Alvarado and Santa Fe County								
Description:		MATERIAL							Total	
		Qty	Description					Rate	Cost	
Fixed the rockwall by taking the wet dirt out		1	Load of mud out					\$122.00	\$122.00	
using a dump truck and put good dirt in,		1	Load of good dirt in					\$122.00	\$122.00	
compacting and placing all the bricks back		1	move on					\$300.00	\$300.00	
straight.								\$0.00	\$0.00	
								\$0.00	\$0.00	
								\$0.00	\$0.00	
								\$0.00	\$0.00	
								\$0.00	\$0.00	
			Total						\$544.00	
LABOR										
	S	M	T	W	T	F	S	Total	Rate	Total
Date		13-Feb						Hours		Cost
F Vince Abeyta		7.00						7.00	\$80.00	\$560.00
L William		7.00						7.00	\$60.00	\$420.00
F Justin Marquez		7.00						7.00	\$80.00	\$560.00
L Ramon Anchondo		7.00						7.00	\$60.00	\$420.00
L Erasmo Mato		7.00						7.00	\$60.00	\$420.00
O Chris		7.00						7.00	\$75.00	\$525.00
S Jeremey Sanderson		2.00						2.00	\$85.00	\$170.00
								0.00	\$0.00	\$0.00
Total Labor										\$3,075.00
EQUIPMENT										
Unit	S	M	T	W	T	F	S	Total	Rate	Total
# Date								Hours		Cost
Mini Excavator		6.00						6.00	\$80.00	\$480.00
Dump Truck and Driver		6.00						6.00	\$140.00	\$840.00
Truck and Tools		6.00						7.00	\$70.00	\$490.00
Truck and Tools		6.00						7.00	\$70.00	\$490.00
								0.00	\$0.00	\$0.00
								0.00	\$0.00	\$0.00
								0.00	\$0.00	\$0.00
								0.00	\$0.00	\$0.00
Total Equipment										\$2,300.00
Contractor Rep.								SUB Total		\$5,919.00
Company Rep : Jeremey Sanderson								Overhead, Profit, Ins.		20% \$1,183.80
Title								Sub Total		\$7,102.80
								7.0000%		\$497.20
								Grand Total		\$7,600.00

Santa Fe County / Purchasing Division

102 Grant Ave.
Santa Fe, NM 87501
(505) 986-6373

REQUEST FOR DECLARATION OF EMERGENCY PROCUREMENT

To facilitate the process and obtain a complete request for emergency assistance, please provide the following: *completed form and detailed memo of justification to: Bill Taylor, Procurement Manager, SFC, (505) 986-6373, or mail original to above address, or e-mail to wtaylor@santafecountynm.gov.*

Pursuant to 13-1-127, NMSA 1978. Emergency Procurements:

- A. The state purchasing agent or a central purchasing office may make emergency procurements when there exists a threat to public health, welfare, safety or property requiring procurement under emergency conditions; provided that emergency procurements shall be made with competition as is practicable under the circumstances.
- B. An emergency condition is a situation that creates a threat to public health, welfare or safety such as may arise by reason of floods, fires, epidemics, riots, acts of terrorism, equipment failures or similar events and includes the planning and preparing for an emergency response. The existence of the emergency condition creates an immediate and serious need for services, construction or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:
 - 1). the functioning of government;
 - 2.) the preservation or protection of property; or
 - 3.) the health and safety of any person.
- C. Emergency procurements shall not include the purchase or lease purchase of heavy road equipment.
- D. The state purchasing agent or central purchasing office shall use due diligence in determining the basis for the emergency procurement and for the selection of the particular contractor. The determination shall be in writing and included in the procurement file.
- E. Money expended for planning and preparing for an emergency response shall be accounted for and reported to the Legislative finance committee and the department of finance and administration within sixty days after the end of each fiscal year.

Submittal of DOE request does not constitute an emergency situation. Request will be reviewed and verified by the County Procurement Manager, and a determination will be made on the merits of the request.

Date of Request 1/23/2024

Person Making Request & Title LeRoy Alvarado Utilities Infrastructure Manager

Department & Agency Public Works / Utilities

Ph. (505) 992-9870

Cell (505) 490-0038

Fax (505)

Location Aldea De Santa Fe

Physical Address Intersection of Plaza Neuva and Nuevo Milenio and Camino Barranca

City & Zip Code Santa Fe, NM 87507

Residents or tenants affected by the emergency situation:

25 residences Plaza area. 125 residences on the Camino Barranca area.

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)

On 1/23/2024 @ 3:30AM the On-call operator received a call of water leaking from the street. The operator arrived at the site and observed water and call the utilities manager requesting assistance to isolate the break.

At 5:30AM the on-call operator received an additional call of another line break on Camino Brannca. The break at Plaza Neuva and Nuevo Milenio was isolated By 6:30AM. The break at camino Barranca was isolated by 9:30AM. SFC contacted a contractor to complete repairs. At 8:30AM Sub-surface contracting was contacted

And committed to gather a crews to complete repairs at both sites. Sub-surface was on site at 10:00AM.

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:

Due to the loss of pressure, the size of the breaks and the underground exposure of the breaks the waterlines

Are considered Compromised and is an extreme health and safety hazard to the residences in the area.

On Camino Barranca, roughly 300ft of road was compromised large amounts of the road base was washed

Away leaving large voids underneath the roadway. This is an extreme risk of the safety and welfare of the residences in the immediate area. On 16 Camino Barranca the residence drive way was undermined leaving the drive way unstable to exit their residence.

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

On 1/23/2024 by 1:00PM the contractor started excavating at the Plaza. Repairs were completed water was turned on at 11:00 PM. Excavation started at 2:00PM at the Camino Barranca site. Repairs were completed on 1/24/2024 at 2:30AM.

all of the mud and road debris were removed for the night to allow contractor personnel to go home and rest.
The later that morning the contractor returned on 1/24/2024 and commenced operations removing road to determine the extent of the undermine roadway. Materials were trucked out. Due to the accessibility of asphalt preparation for repaving is ongoing. Paving is scheduled for the week of 1/29/2024.

Note:

Emergency declaration from SFC-Procurement Division requires meeting criteria for emergency accordance of New Mexico State Statue (Sections 13-1-127 and 13-1-128 NMSA 1978). Prior to SFC- Purchasing Division authorization of funds for any emergency, the department must certify to SFC-Purchasing availability of funds to cover the emergency services. Please have your authorized person verify the following and sign with attached requisition and back-up.

(None)

1. ✓ the department will pay for the entire cost of the emergency
2. _____ the department can participate with \$ _____
3. _____ the department does not have any funds to cover the cost of the emergency
4. _____ other arrangements (specify) _____

Printed Name LeRoy Alvarado

Signature  Date 1/25/2024 Feb 6, 2024

Title Utilities Infrastructure Manager Cell (505) 490-0038 Ph. (505)

Department Director or Division Manager:

Signature  Date: Feb 7, 2024

(Include additional sheets, other substantiating documents or pictures related to your request- include requisition and justification memo)



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.: 243029
DATE: 02/20/2024
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	
06/30/2024							NET 30	
CONFIRM BY			CONFIRM TO			REQUITIONED BY		
KEIPER, SUZANNE			SMITH, KENNETH			BCPEREZ		
FREIGHT		CONTRACT NO.	ACCOUNT NO.		PROJECT	REQ. NO.	REQ. DATE	
			50514104444003			0000243409	02/06/2024	
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION			UNIT COST	EXTENDED COST	

1 16,654.70 EA LEROY ALVARADO IS REQUESTING AN ENCUMBRANCE 1.0000 16,654.70
000 004

D.O.E. Emergency services to repair water main
lines in Aldea Camino Barranca and 13 Plaza Nueva.
Invoice # 5969 See Back up documentation for
details of work performed throughout time period
of repairs.

Date: 1/22/2024 @ \$16654.70

2 5,474.08 EA DATE: 1/23/2024 @ \$5474.08 1.0000 5,474.08
000 004



SANTA FE COUNTY

SANTA FE, NEW MEXICO

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C.O.NO.: 0
C.O.DATE: 00/00/0000

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

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SANTA FE COUNTY
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06/30/2024					NET 30
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KEIPER, SUZANNE		SMITH, KENNETH		BCPEREZ	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		50514104444003		0000243409	02/06/2024
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION		EXTENDED COST

3	31,093.90	EA	CAMINO BARRANCA DATE: 01/22/2024 @ \$31093.90	1.0000	31,093.90
			000 004		

4	8,725.04	EA	DATE: 01/23/2024 @ \$8725.04	1.0000	8,725.04
			000 004		

5	8,576.60	EA	DATE: 01/24/2024 @ \$8576.60	1.0000	8,576.60
			000 004		

6	9,493.00	EA	DATE: 01/25/2024 @ \$9493.00	1.0000	9,493.00
			000 004		



SANTA FE COUNTY

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06/30/2024							NET 30	
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KEIPER, SUZANNE			SMITH, KENNETH			BCPEREZ		
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			50514104444003			0000243409	02/06/2024	
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION			UNIT COST	EXTENDED COST	

7 4,332.00 EA DATE: 01/26/2024 @ \$4332.00 1.0000 4,332.00
000 004

8 59,543.00 EA DATE: 1/29/2024 @ \$59543.00 1.0000 59,543.00
000 004

9 5,838.00 EA DATE: 1/31/2024 @ \$5838.00 1.0000 5,838.00
000 004

10 7,273.20 EA DATE: 02/01/2024 @ \$7273.20 1.0000 7,273.20
000 004



SANTA FE COUNTY

SANTA FE, NEW MEXICO

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			50514104444003			0000243409	02/06/2024	
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION			UNIT COST	EXTENDED COST	

11 7,102.80 EA DATE: 02/13/2024 @ \$7102.80 1.0000 7,102.80
000 004

12 11,487.44 EA TAXES @ \$11487.44 1.0000 11,487.44
000 004

02/20/2024: Pursuant to NMSA 1978, Sec. 13-1-127

"Emergency Procurement". Approved by B. Taylor.

Approved by Finance. KS

TOTAL PURCHASE AMOUNT \$175,593.76



SANTA FE COUNTY

SANTA FE, NEW MEXICO

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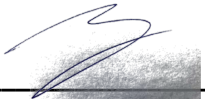
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LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION					UNIT COST		EXTENDED COST	

NOT VALID UNLESS SIGNED BY THE COUNTY FINANCE
DIRECTOR OR THE COUNTY PURCHASING AGENT



AUTHORIZED SIGNATURE & TITLE

Gregory S. Shaffer, County Manager 2/21/2024

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.

Invoicing: 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.