

Henry Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Rudy N. Garcia
Commissioner, District 3




Anna T. Hamilton
Commissioner, District 4

Hank Hughes
Commissioner, District 5

Katherine Miller
County Manager

DATE: March 2, 2022

TO: File

FROM: Bill Taylor, Procurement Manager 

Via: Yvonne S. Herrera, Finance Director

RE: **Declaration of Emergency – Procure Services for Mold Remediation at 48 Camino de Jacobo, in Santa Fe New Mexico in the Amount of \$ 1,883.68, Exclusive of NM GRT**

Issue:

After a remodel and renovation of the County Housing Unit located at 48 Camino de Jacobo in Santa Fe, New Mexico, by Ponce Construction and Restoration, an air quality test was performed, as required by HUD. The test resulted in high levels of mold and will require mold remediation of the unit, before the unit can be re-occupied.

All interior walls are to be sealed and properly remediated. As the tenant is currently displaced and has physical and mental disabilities that require medical case management services. The caretaker has informed the Housing Department that they cannot provide the level of health care services in the temporary locations during this remediation project.

Therefore, the Department requires the services to be provide immediately as an emergency procurement.

Determination:

Due to the immediate need to provide acceptable living conditions to a disabled tenant within the Housing complex, and due to the hazardous condition of the tenant's housing unit, it is the determination of the County Procurement Manager and Chief Procurement Officer for the County, the services for the mold prevention and remediation for the unit located at 48 Camino de Jacobo is a threat to the health and safety of the public and meets the requirements pursuant to NMSA 1978, 13-1-127. Emergency procurement.

All work and costs associated with this determination is limited to the services required for the repairs and remediation located at 48 Camino de Jacobo in Santa Fe, New Mexico.

Emergency Project Deliverables:

Contractor: Ponce Construction & Restoration
3750 Valmora Road
Santa Fe, NM 87505

102 Grant Avenue · P.O. Box 276 · Santa Fe, New Mexico 87504-0276 · 505-986-6200 · FAX:
505-995-2740 www.santafecountynm.gov

Scope of Work:

Contractor will remove the water damaged/contaminated exterior sheathing that is deteriorated on the west exterior wall. Once the water damaged/contaminated exterior sheathing has been removed, all remaining building materials will be re-cleaned with disinfectant. After the remediation process is complete, a visual inspection and final clearance testing will be performed on the remediated areas. The visual inspections and final clearance testing will be conducted to ensure that the areas have been sufficiently cleaned and the contained area is safe for occupancy.

Subtotal **\$ 1,883.68 Exc. Tax**



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.: 222823
DATE: 03/02/2022
C.O.NO.: 0
C.O.DATE: 00/00/0000

TO: PONCE CONSTRUCTION & RENOVATIO
3750 VALMORA ROAD
SANTA FE, NM 87505

SHIP TO/
INVOICE TO:

HOUSING DIVISION/CSD
SANTA FE COUNTY
52 CAMINO DE JACOBO
SANTA FE, NM 87505

VENDOR NO.		NOTES				
25367		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.		
06/30/2022						
CONFIRM BY			CONFIRM TO		TERMS	
PONCE, JULIO C (OWNER)			VIGIL, ADRIANA		NET 30	
FREIGHT		CONTRACT NO.	ACCOUNT NO.		REQ. NO.	
			30119904878001		0000223272	
				PROJECT	REQ. DATE	
					02/25/2022	
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION		UNIT COST	EXTENDED COST

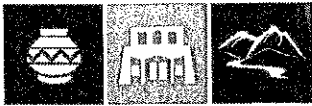
1	1,883.68	EA	REQUESTED BY WILLIAM BACA FOR :	1.0000	1,883.68
			000 004		

RESTORATION, SERVICE AND REMODEL OF UNIT 48 CAMINO
DE JACOBO. PLEASE SEE ATTACHED QUOTE FOR DETAILS
REFERENCE PO 222340.

2	158.97	EA	TAX	1.0000	158.97
			000 004		

03/02/2022: 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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DELIVERY BY	SHIP VIA	F.O.B.		TERMS	
06/30/2022				NET 30	
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
PONCE, JULIO C (OWNER)		VIGIL, ADRIANA		AVELASQUEZ	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		30119904878001		0000223272	02/25/2022
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

Budget approved by Finance. AV

TOTAL PURCHASE AMOUNT	\$2,042.65
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**NOT VALID UNLESS SIGNED BY THE COUNTY FINANCE
DIRECTOR OR THE COUNTY PURCHASING AGENT**

Adriana Vigil Procurement Specialist

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.

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.

