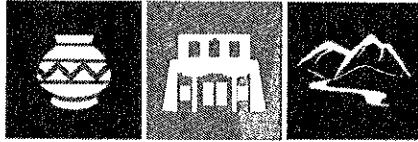


Justin S. Greene
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Camilla Bustamante
Commissioner, District 3



SANTA FE COUNTY

Anna T. Hamilton
Commissioner, District 4

Hank Hughes
Commissioner, District 5

Gregory S. Shaffer
County Manager

MEMORANDUM

DATE: October 26, 2023

TO: File

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

Via: A. Laura Hernandez, Facility Operations & Maintenance Manager

RE: **Declaration of Emergency to Procure the Necessary Repairs and Cleanup to Sewer Drainage System at the Stephen Herrera 1st Judicial Complex Located at 225 Montezuma Ave. in Santa Fe New Mexico, for a Total Amount of \$18,621.33, Inclusive of NMGRT**

ISSUE

On Monday October 16, 2023, the Property Control Division of the Public Works Department received a call of strong urine odors at the 1st Judicial Complex at 225 Montezuma Ave. in Santa Fe, New Mexico. This Complex is owned and operated by Santa Fe County. Property Control Personnel arrived at the Complex at 10:00 AM on the 16th and found that the men's urinals were leaking down the interior piping through each floor below, as saturated the sheetrock walls and insulation on the 1st floor offices.

The Public Works Facilities Director contacted the Procurement Manager requesting a declaration of emergency determination in order to contact a plumbing and restoration contractor, as the odors were unbearable by staff and the public in the Complex. The Procurement Manager determined that the health and safety of the public were threatened and directed the Public Works Staff to proceed to contact contractors to address the emergency condition at the Complex.

P.J. Montano, Public Works Deputy Director was able to contact McDowell Mechanical, LLC to correct the plumbing and Service Masters to address the saturated sheetrock walls and insulation, and to sanitize the affected area within the Complex.

Both Contractors were able to mobilize to the site and complete the needed repairs and cleanup by Tuesday afternoon, Oct. 17, 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 of the drainage system at the Stephen Herrera 1st Judicial Complex located at 225 Montezuma in Santa Fe, NM.

Emergency Project Description:

Contractor: McDowell Mechanical, LLC
PO Box 6771
Santa Fe, New Mexico 87502
(505) 204-9855
Lic. No. 409198

Scope of Work: See attached cost breakdown for repairs.

Contractor: ServiceMaster Fire & Water Restoration
1580 Center Drive
Santa Fe, New Mexico 87507
(505)428-0084

Scope of Work: See attached cost breakdown for restoration.

TOTAL: **\$18,621.33, Inclusive of NMGRT**



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.: 242119
DATE: 10/27/2023
C.O.NO.: 0
C.O.DATE: 00/00/0000

MCDOWELL MECHANICAL LLC
TO: PO BOX 6771
SANTA FE, NM 87502

SHIP TO/
INVOICE TO:

RISK MANAGEMENT/ASD
SANTA FE COUNTY
102 GRANT AVENUE 1ST FL
SANTA FE, NM 87501

VENDOR NO.		NOTES			
26353		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	
MCDOWELL, KENNETH (OWNER)		SMITH, KENNETH		ETAPIA	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		10101164124003		0000242473	10/20/2023
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

1	3,462.00	EA	SEE BELOW 000 004	1.0000	3,462.00
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Risk Management is requesting a PO to MCDOWELL Mechanical LLC for the emergency plumbing repairs at the Judicial Complex located at 225 Montezuma, Santa Fe, NM 87501. There were corroded plumbing fittings that caused damage on three floors inside the men's restrooms.

Requested by Isaiah Vigil



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.: 242119
DATE: 10/27/2023
C.O.NO.: 0
C.O.DATE: 00/00/0000

MCDOWELL MECHANICAL LLC
TO: PO BOX 6771
SANTA FE, NM 87502

SHIP TO/
INVOICE TO:

RISK MANAGEMENT/ASD
SANTA FE COUNTY
102 GRANT AVENUE 1ST FL
SANTA FE, NM 87501

VENDOR NO.		NOTES			
26353		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	
MCDOWELL, KENNETH (OWNER)		SMITH, KENNETH		ETAPIA	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		10101164124003		0000242473	10/20/2023
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

"Emergency Procurement" Approved by B. Taylor.

Approved by Finance. KS

TOTAL PURCHASE AMOUNT	\$3,462.00
-----------------------	------------

NOT VALID UNLESS SIGNED BY THE COUNTY FINANCE

DIRECTOR OR THE COUNTY PURCHASING AGENT

Kenneth Smith, 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.

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.

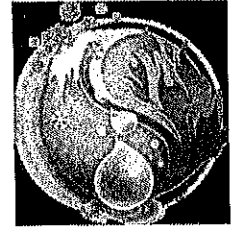
Confidentiality: No disclosure, description or other communication of any sort shall be made by Vendor to any third party of the fact of County's purchase of goods or services hereunder, or of the details and characteristics thereof, without County's prior written consent. Any items furnished to Vendor 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.

INVOICE



MCDOWELL MECHANICAL LLC mcdowellmechanicalsf@gmail.com
PO Box 6771 +1 (505) 204-9855
Santa Fe, NM 87502 LICENSE # 409198

SANTA FE COUNTY

Bill to
SANTA FE COUNTY
PO BOX 276
SANTA FE, NM 87504

Ship to
SANTA FE COUNTY
Judicial Complex SANTA FE, NM 87505

Invoice details

Invoice no.: 1160
Terms: Due on receipt
Invoice date: 10/18/2023
Due date: 10/18/2023

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Services Removed urinals from 2nd and 3rd floor to locate leaks, had to cut open walls to access piping, found fittings connected to urinals to be corroded and had holes that were leaking in chase. Repaired piping that was bad and re installed urinals.			\$3,200.00	\$3,200.00
					Subtotal	\$3,200.00
					Sales tax	\$262.00
					Total	\$3,462.00
					Overdue	10/18/2023

ServiceMASTER
Restore

ServiceMaster Fire & Water Restoration by Rapid Response

1580 Center Drive
Santa Fe NM 87507
Phone(505) 428-0084
Fax (505) 428-0258
www.smbbyrr.com

Client: Laura Hernandez - Judicial Building
Property: 225 Montezuma
Santa Fe, NM 87501

Home: (505) 470-3352

Operator: JOHNSMBY

Estimator: John Crespin

Business: (505) 221-3400

E-mail: johnsmbbyrr@gmail.com

Type of Estimate: Sewage

Date Entered: 10/16/2023

Date Assigned:

Price List: NMSF8X_OCT23

Labor Efficiency: Restoration/Service/Remodel

Estimate: JUDICIALBLDG_REBUILD

1580 Center Drive
Santa Fe NM 87507
Phone(505) 428-0084
Fax (505) 428-0258
www.smbyr.com

JUDICIALBLDG_REBUILD

Main Level

Main Level

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
40. Haul debris - per pickup truck load - including dump fees	0.50 EA	159.54	0.00	7.84	15.96	103.57
Total: Main Level				7.84	15.96	103.57



Mens Bathroom

Height: 8'

614.67 SF Walls	250.94 SF Ceiling
865.60 SF Walls & Ceiling	250.94 SF Floor
27.88 SY Flooring	76.33 LF Floor Perimeter
79.33 LF Ceil. Perimeter	

Door

3' X 6' 8"

Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
60. 5/8" drywall - hung, taped, floated, ready for paint	70.00 SF	0.00	3.67	25.24	51.38	333.52
66. Mask per square foot for drywall work	110.00 SF	0.00	0.34	3.67	7.48	48.55
61. Texture drywall - light hand texture	108.00 SF	0.00	1.43	15.18	30.38	200.50
62. Tape joint for new to existing drywall - per LF	17.00 LF	0.00	12.93	21.60	43.96	285.37
65. Mask more than the floor per square foot - plastic and tape - 4 mil	300.94 SF	0.00	0.29	8.58	17.46	113.31
63. Seal the surface area w/PVA primer - one coat	108.00 SF	0.00	0.69	7.32	14.90	96.74
64. Paint the walls and ceiling - two coats	865.60 SF	0.00	1.13	96.11	195.62	1,269.86
Totals: Mens Bathroom				177.70	361.68	2,347.85
Total: Main Level				185.54	377.64	2,451.42

Level 2

1580 Center Drive
Santa Fe NM 87507
Phone(505) 428-0084
Fax (505) 428-0258
www.smbbyrr.com



Mens Bathroom

Height: 8'

614.67 SF Walls	250.94 SF Ceiling
865.60 SF Walls & Ceiling	250.94 SF Floor
27.88 SY Flooring	76.33 LF Floor Perimeter
79.33 LF Ceil. Perimeter	

Door

3' X 6' 8"

Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
50. Batt insulation - 6" - R19 - unfaced batt	270.00 SF	0.00	1.33	35.28	71.82	466.20
2 layers of R19 were removed						
67. Mask per square foot for drywall work	120.00 SF	0.00	0.34	4.01	8.16	52.97
52. 5/8" drywall - hung, taped, floated, ready for paint	130.00 SF	0.00	3.67	46.87	95.42	619.39
54. Texture drywall - light hand texture	158.00 SF	0.00	1.43	22.20	45.18	293.32
55. Tape joint for new to existing drywall - per LF	28.00 LF	0.00	12.93	35.57	72.40	470.01
68. Mask more than the floor per square foot - plastic and tape - 4 mil	300.94 SF	0.00	0.29	8.58	17.46	113.31
56. Seal the surface area w/PVA primer - one coat	158.00 SF	0.00	0.69	10.72	21.80	141.54
58. Paint the walls and ceiling - two coats	865.60 SF	0.00	1.13	96.11	195.62	1,269.86
Totals: Mens Bathroom				259.34	527.86	3,426.60
Total: Level 2				259.34	527.86	3,426.60

Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
51. Insulation labor minimum	1.00 EA	0.00	72.41	7.12	14.48	94.01
Totals: Labor Minimums Applied				7.12	14.48	94.01
Line Item Totals: JUDICIALBLDG_REBUILD				452.00	919.98	5,972.03

1580 Center Drive
Santa Fe NM 87507
Phone(505) 428-0084
Fax (505) 428-0258
www.smbyr.com

Grand Total Areas:

1,229.33 SF Walls	501.88 SF Ceiling	1,731.21 SF Walls and Ceiling
501.88 SF Floor	55.76 SY Flooring	152.67 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	158.67 LF Ceil. Perimeter
501.88 Floor Area	555.65 Total Area	1,229.33 Interior Wall Area
1,436.00 Exterior Wall Area	164.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

1580 Center Drive
Santa Fe NM 87507
Phone(505) 428-0084
Fax (505) 428-0258
www.smbrr.com

Summary

Line Item Total	4,600.05
Overhead	459.99
Profit	459.99
Sales Tax	452.00
	<hr/>
Replacement Cost Value	\$5,972.03
Net Claim	<u>\$5,972.03</u>

John Crespin

REQUISITION BY: ETAPIA ✓

STATUS: REQ-APPROVAL LT \$10000
 REASON: EMERGENCY REPAIRS

DATE: 10/20/23

SHIP TO LOCATION: RISK MANAGEMENT/ASD

SUGGESTED VENDOR: 26353 MCDOWELL MECHANICAL LLC

DELIVER BY DATE: 6/30/24

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	SEE BELOW Risk Management is requesting a PO to MCDOWELL Mechanical LLC for the emergency repairs at the Judicial Complex located at 225 Montezuma, Santa Fe, NM 87501. There were corroded plumbing fittings that caused damage on three floors inside the mens restrooms.	3462.00	EA	1.0000	3462.00	

Requested by Isaiah Vigil ✓
 COMMODITY:
 SUBCOMMOD: MISC

REQUISITION TOTAL: 3462.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	10101164124003	MAINTENANCE INFRASTRUCTURE	100.00	3462.00 ✓

Signatures are for authorization to process a purchase order from a requisition or a purchase order change order. All signatures must be present and signed by the individual. Void processing if the signatures are not signed by the individual.

Isaiah Vigil 10/23/23
 Requested By: _____ Date: _____

B. Taylor 10/20/23
 Created by: _____ Date: _____

Isaiah Vigil 10/23/2023
 Director Approval & Verification that all signatures are accounted for & approval for processing.

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Kenneth Quintana
 10/23/2023

10/27/2023: Pursuant to NMSA 1978, Sec. 13-1-127 "Emergency Procurement" Approved by B. Taylor. Approved by Finance. KS

SANTA FE COUNTY
INTERNAL PURCHASE REQUISITION (IPR)

FUND -COST CENTER-ACTIVITY:

101-0116-412

Ship To Code	DEPARTMENT / DIVISION :	HR/Risk Management	REQUISITION NUMBER:
Risk Management	The Following Items to be Used On/At (Location):	Maintenance	242473
Enter address if different than Ship To Code Address Above		VENDOR #	REQUESTOR / REQUESTED BY:
SANTA FE COUNTY		VENDOR INFORMATION	VENDOR INFORMATION
		1st Quote (If Applicable)	2nd Quote (If Applicable)
ATTN: Eppie Tapia		Name: Mcdowell Mechanical LLC	3rd Quote (If Applicable)
Risk Management		Address 1: PO Box 6771	
102 Grant Ave		City, State, Zip: Santa Fe, NM 87502	
SANTA FE, NM Enter Zip: 87501		Contact / Phone: 505-204-9855	
DESCRIPTION		Contact / Phone: License # 409198	
No	Note Unit Type Cost: Each, Dozen, Box, Pair, Pkg, etc.	LINE ITEM	Unit Cost
	Requested By: Isaiah Vigil		Qty Cost per Item
			# Items
			AMOUNT
			Unit Cost
			Qty Cost per Item
			# Items
			AMOUNT
			Unit Cost
			Qty Cost per Item
			# Items
			AMOUNT
1	Emergency plumbing repairs at the Judicial complex located at 225 Montezuma, Santa fe, NM 8501.	40-03	\$3,462.00
2			\$ -
3			\$ -
4			\$ -
5			\$ -
6			\$ -
7			\$ -
8			\$ -
9			\$ -
10			\$ -
11			\$ -
12			\$ -
13			\$ -
Notes / Comments:		SUBTOTAL	\$ 3,462.00
Risk Management is requesting a PO to Mcdowell Mechanical LLC for the emergency plumbing repairs at the Judicial complex located at 225 Montezuma, Santa fe, NM 8501. There were corroded plumbing fittings that caused damage on three floors inside the men's restroom.		SHIPPING/HANDLING	
		TAX (Services Only)	
		TOTAL CHARGES	\$ 3,462.00
		REQUESTOR CERTIFIES THIS REQUEST HAS BEEN PROCURED AT THE BEST OBTAINABLE PRICE.	DATE SUBMITTED TO REQ CREATOR
			Date: 10/20/2023

INVOICE



MCDOWELL MECHANICAL LLC mcdowellmechanicals@gmail.com
PO Box 6771 +1 (505) 204-9855
Santa Fe, NM 87502 LICENSE # 409198

SANTA FE COUNTY

Bill to

SANTA FE COUNTY
PO BOX 276
SANTA FE, NM 87504

Ship to

SANTA FE COUNTY
Judicial Complex SANTA FE, NM 87505

Invoice details

Invoice no.: 1160
Terms: Due on receipt
Invoice date: 10/18/2023
Due date: 10/18/2023

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Services			\$3,200.00	\$3,200.00
		Removed urinals from 2nd and 3rd floor to locate leaks, had to cut open walls to access piping, found fittings connected to urinals to be corroded and had holes that were leaking in chase. Repaired piping that was bad and re installed urinals.				
					Subtotal	\$3,200.00
					Sales tax	\$262.00
					Total	\$3,462.00
					Overdue	10/18/2023

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 Procurement Manager, and a determination will be made on the merits of the request.

Date of Request 10/16/2023

Person Making Request & Title A Laura Hernandez Facility Operations & Maintenance Manager

Department & Agency Public Works/Property Control

Ph. (505) 992-3054 Cell (505) 470-3352 Fax (505)

Location Stephen Herrera First Judicial Complex

Physical Address 225 Montezuma Ave

City & Zip Code Santa Fe, NM 87501

Residents or tenants affected by the emergency situation:

County, State staff and the public throughout the entire building.

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)

Property Control received a work order stating there was a strong urine smell in the elevator area on each floor at the court house. Upon arrival we found that the stench was coming from a leaking urinal in the mens restroom on the second and third floors. The urinals that were leaking are the waterless urinals so the leak was pure urine and had run down piping throughout the floors and saturated the insulation. We determined that a plumber and a restoration company were needed to resolve the issues.

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:

With the urinals leaking it was causing a horrible stench of urine throughout the halls causing staff and constituents to work in an unhealthy environment. The leak needed to be fixed and the materials inside the walls needed to be sanitized or replaced.

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

PJ Montano reached out to Bill Taylor for approval to reach out to two vendors to address the issue immediately. The vendors who were called out to address the issue were Service Masters for the remediation and sanitation and McDowell Mechanical/Plumbing for the plumbing issues. They were able to detect/fix the leaks and begin the restoration process immediately.

Note:

Emergency declaration from SFC-Procurement Division requires meeting criteria for emergency accordance of New Mexico State Statute (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.

(√ one)

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) Risk was called and will work on payment

Printed Name A Laura Hernandez

Signature *A. Laura Hernandez* Date 10/20/2023

Title Facility Operations & Maintenance Mgr Cell (505) 470-3352 Ph. (505) 992-3054

Department Director or Division Manager:

Signature *[Signature]* Date: 10/20/2023

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