



The Purchasing Memo

Date: August 28, 2026

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: P. Fred Heerbrandt, P.E. *P. Fred Heerbrandt, P.E.* 09/01/2026

Via: Michael Dozier, WW Division Director *[Signature]* 09/02/2026

Subject: On-Call HVAC Installation and Maintenance Contract

Vendor Name: Builder's Tech, NM LLC.

Munis Vendor Number: 11588

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a construction contract in the total amount of \$1,000,000.00 over a four-year term with an estimated amount per year of \$250,000 for On-Call HVAC Installation and Maintenance Services with Builder's Tech, NM LLC.

CONTRACT NUMBER:

The FY27 Munis contract number is 3260457

BACKGROUND AND SUMMARY:

The City of Santa Fe, Public Utilities Department, Wastewater Management Division (Division) wishes to establish a Price Agreement for On-Call HVAC Installation and Maintenance services by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements, replacements, new installation services and material for buildings throughout the Paseo Real Wastewater Reclamation Facility.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/Fund 500

Munis Org Name/Number: 5000361 – Wastewater Operations/Admin

Munis Object Name/Number: 510310 – Service Contracts

Budget Officer / Designee: *Andrew J. Hopkins* **Date:** 09/03/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB

FY26-COCITB-084 – On Call HVAC Installation and Maintenance Services, two awards.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano Date: 09/03/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

Blanket Determination

CONSTRUCTION CONTRACT

Vendor's Bid SHEET

BID TAB

Certificate of Liability Insurance (COI)



CITY OF SANTA FE
CONSTRUCTION CONTRACT
#3260456

On-Call HVAC Installation and Maintenance

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and Builders Tech, NM LLC., hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the City has procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount; and

The City and the Contractor hereby agree as follows:

I. SCOPE OF WORK

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by the Contract Documents for On-Call HVAC Installation and Maintenance (Bid Number FY26-COCITB-084)

On-Call HVAC Supply, Repair, Installation and Maintenance as described in the Contract Documents.

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions.

The Contractor shall be responsible for all permits, bonds, Workforce Solutions requirements, fees, and State inspections associated with the construction.

B. Project:

- 1. GENERAL REQUIREMENTS:** The City of Santa Fe, Public Utilities Department, Wastewater Management Division requires preventive maintenance and repair services for all Heating, Ventilation, and Air Conditioning (HVAC) mechanical systems at the Paseo Real Wastewater Reclamation Facility and remote sites. Contractor shall provide all necessary labor, materials, and equipment to perform a comprehensive range of scheduled, unscheduled, and emergency preventive maintenance and repair services for all HVAC equipment, including auxiliary systems. This is a full-service contract requiring preventative maintenance, repair, replacement, and new installation of HVAC equipment and plumbing systems. Contractor shall ensure a high level of service and strive to maintain 100% operational reliability of all HVAC systems within the scope of this contract. Contractors shall provide a qualified labor force capable of performing all maintenance services in accordance with manufacturer specifications, original equipment design criteria, and industry-standard maintenance practices. Contractor shall adhere to maintenance frequencies as outlined in the manufacturer's recommendations.
- 2. OTHER:** All work shall be in strict compliance with the national and state building mechanical, plumbing and electrical codes including SMACNA, and ASHRAE standards and in accordance with applicable City and state laws, the International Building Code (IBC) and the New Mexico building codes. The Contractor shall be responsible for all permits associated with this work as required by the governmental Authority Having Jurisdiction (AHJ). Contractors shall be capable of providing all coordination, supervision and services required for comprehensive general construction, equipment replacement, upgrade and improvement projects and to provide new construction services including incidental design. The scope of an individual project may include equipment and fixtures whether attached or not to the building. It can include site and utility work, mechanical work, pavement restoration, building repair, renovation, painting, stucco, backfill services, digging, ditching, rock stabilization, concrete, and pour in place and form place finish. It may also include demolition and abatement projects. Wastewater reserves the right to procure specialty services directly from Statewide Price Agreements and other sources and shall be coordinated by the Contractor. Wastewater reserves the right to obtain quotes from multiple vendors covered under this Agreement and award a project to a contractor based on the quotes. Wastewater reserves the right to provide a escort and/or full-time supervision of the Contractor and its employees during any or all phases of a project, should Wastewater feel it is in its best interest to provide these extraordinary security services. Wastewater reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security, or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate removal from this Agreement. Any employee of the Contractor found in violation of any law, while on City property, will be prosecuted.
- 3. CONTRACTOR:** All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Agreement.

Journeymen level personnel shall have the ability and necessary skills to diagnose problems and to make the appropriate decisions needed to provide these services. The Contractor shall agree to provide required labor within 24 hours for emergency situations. Subcontractors of work is allowed and shall have prior approval by Wastewater. Subcontractors shall have the appropriate current valid Contractor's licenses for their work. Proof of licenses shall be furnished upon request. There will be NO markups allowed for adding subcontractor costs or to cover general conditions (administrative costs and other related expenses) allowed on any of the quotes issued pursuant to this Agreement. If a subcontractor is hired for the project the reimbursement must be at actual cost of the subcontractor's cost. The cost of the subcontractor will be added at time of invoicing as a separate item to be paid by the department.

II. COMPENSATION

- A. Payment. The City shall compensate the Contractor based on the itemized amounts and/or rates specified in Exhibit A. For the services [or goods] described in the scope of work, the City agrees to pay the Contractor \$924,321.00 exclusive of Gross Receipt Tax (GRT). The GRT on this contract is levied at the rate of 8.1875% equaling \$75,678.80. The total compensation for this Contract, including GRT is \$1,000,000.00.
- B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.
- C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.
- D. Extended Payment Terms for Grant-Funded Contracts For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

III. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate four (4) years from the date of final signature unless terminated pursuant to Paragraph "Termination" or Paragraph "Appropriations". This Contract for construction services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

IV. TERMINATION

- A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination,

otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

1. Except as otherwise provided in Paragraphs "Construction Contract Performance and Payment Bond" and "Penalties for Violation of Law", the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
3. Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph "Appropriations," of this Contract.

B. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

V. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

VI. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing construction services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a

result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

VII. CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BOND

- A. When a construction Task Order is approved in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:
1. a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States Treasury Department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and
 2. a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States Treasury Department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.
- B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more.

VIII. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

IX. SUBCONTRACTING

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

X. RELEASE

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

XI. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

XII. PRODUCT OF SERVICE - COPYRIGHT

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

XIII. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

XIV. AMENDMENT

- A. This Contract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in "Termination" herein, or to agree to the reduced funding.

XV. CHANGE ORDERS

- A. Changes. The Contractor may only make changes or revisions within the Scope of Work and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:
1. Deliverable requirements, as outlined in the Scope of Work;
 2. Due date of any Deliverable, as outlined in the Scope of Work;
 3. Compensation of any Deliverable, as outlined in the Scope of Work;
 4. Contract compensation, as outlined in "Compensation"; or
 5. Contract termination, as outlined in "Termination".
- B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:
1. The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
 - a. the name of the person requesting the change;
 - b. a summary of the required change;
 - c. the start date for the change;
 - d. the reason and necessity for change;
 - e. the elements to be altered; and
 - f. the impact of the change.
 2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

XVI. MERGER

This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written contract.

All terms and conditions of the ITB, and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

XVII. PENALTIES FOR VIOLATION OF LAW

NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

XVIII. EQUAL OPPORTUNITY COMPLIANCE

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

XIX. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

XX. WORKERS' COMPENSATION

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

XXI. OTHER INSURANCE

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

- A. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.
- B. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

- C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

XXII. RECORDS AND FINANCIAL AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

XXIII. INDEMNIFICATION

The Contractor shall indemnify, hold harmless, or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees or agents. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify the legal counsel of the City.

XXIV. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq., as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

XXV. INVALID TERM OR CONDITION

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

XXVI. ENFORCEMENT OF CONTRACT

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

XXVII. NOTICES

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Wastewater Management P. Fred Heerbrandt, P.E. 73 Paseo Real Santa Fe, NM 87507 pfheerbrandt@santafenm.gov 505-955-4623	To the Contractor David Vilar – President Builder’s Tech NM LLC. 3607 Simms Ave SE Albuquerque, NM 87108 info@builderstechnm.com 505-412-9175
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XXVIII. AUTHORITY

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

XXIX. PROGRESS PAYMENTS

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

XXX. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

XXXI. SCHEDULE

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path

Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

XXXII. GENERAL AND SPECIAL PROVISIONS

- A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements
- C. appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.
- D. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.
- E. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.
- F. The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract.
- G. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.
- H. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and
- I. construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- J. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.
- K. Certificates and Documents Incorporated. All certificates and documentation required by the
- L. provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

M. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

N. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or

O. trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

P. Relationship of Contract Documents. The Contract Documents are complementary, and any

Q. requirement of one Contract Document shall be as binding as if required by all.

R. Pursuant to NMSA 1978, Section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, Sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

Pursuant to NMSA 1978, Section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding fund.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:
Builders Tech NM LLC

David Vilar

David Vilar (Aug 7, 2026 10:57:36 MDT)

MICHAEL GARCIA, MAYOR

David Vilar, PRESIDENT

DATE: _____

DATE: 08/07/2026

NMBTIN: _____

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Marcos D. Martínez

Marcos D. Martínez (Aug 7, 2026 10:58:21 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

APPROVED FOR FINANCES:

Monica Maestas

MONICA MAESTAS, FINANCE DIRECTOR

EXHIBIT A
PRICE SCHEDULE – Builders Tech NM, LLC

Line Item	Description	Quantity	Unit of Measure	Unit Cost
1	Superintendent - Regular Hourly Rate - Projects Under \$60,000	1	hour	\$95.00
2	Superintendent - Overtime Hourly Rate - Projects Under \$60,000	1	hour	\$142.50
3	Journeyman - Regular Hourly Rate - Projects Under \$60,000	1	hour	\$75.00
4	Journeyman - Overtime Hourly Rate - Projects Under \$60,000	1	hour	\$112.50
5	Laborer - Regular Hourly Rate - Projects Under \$60,000	1	hour	\$45.00
6	Laborer - Overtime Hourly Rate - Projects Under \$60,000	1	hour	\$67.50
7	Superintendent - Regular Hourly Rate - Projects Over \$60,000	1	hour	\$90.00
8	Superintendent - Overtime Hourly Rate - Projects Over \$60,000	1	hour	\$135.00
9	Journeyman - Regular Hourly Rate - Projects Over \$60,000	1	hour	\$70.00
10	Journeyman - Overtime Hourly Rate - Projects Over \$60,000	1	hour	\$105.00
11	Laborer - Regular Hourly Rate - Projects Over \$60,000	1	hour	\$40.00
12	Laborer - Overtime Hourly Rate - Projects Over \$60,000	1	hour	\$60.00
13	Discount off Materials. Enter 0 if no discount is offered	1	%	\$15.00
14	Temporary Fencing, Rental Rate	1	/day	\$25.00
15	Sanitary/Toilet Facilities, Rental Rate	1	/day	\$35.00

BUILDER TECH_CoSF

Final Audit Report

2026-08-07

Created:	2026-08-07
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIg447mgIcE_4aYK7WGYI3cJFtho6sM9n
Documents:	BUILDER TECH_CoSF.pdf (14 pages)
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Document page count:	14
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"BUILDER TECH_CoSF" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)
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-  Agreement completed.
2026-08-07 - 4:58:21 PM GMT

Laborer	Job Name	Description	Quantity	Unit of Measure	All Bids Construction Inc.		Facknelli Inc.		H&B Industries, Inc.		Midwest Trans. NW LLC		Coffey Transports, LLC		JC Automotive Controls, Inc.		Western Mechanical Co.		H&M MLC		Walter Eversly LLC		
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost
X	1	Under 500,000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$115.00	\$115.00	\$95.00	\$95.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$60.00
X	2	Supplemental - Overtime Hourly Rate - Projects Under 500,000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$165.00	\$165.00	\$140.00	\$140.00	\$172.50	\$172.50	\$172.50	\$172.50	\$172.50	\$172.50	\$172.50	\$172.50	\$172.50	\$172.50	\$172.50
X	3	Supplemental - Overtime Hourly Rate - Projects Under 500,000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$130.00	\$130.00	\$75.00	\$75.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$75.00
X	4	Supplemental - Overtime Hourly Rate - Projects Under 500,000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$112.50	\$112.50	\$112.50	\$112.50	\$112.50	\$112.50	\$112.50	\$112.50	\$112.50	\$112.50	\$112.50	\$112.50	\$112.50
X	5	Supplemental - Overtime Hourly Rate - Projects Under 500,000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$45.00	\$45.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$45.00
X	6	Supplemental - Overtime Hourly Rate - Projects Under 500,000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$130.00	\$130.00	\$97.50	\$97.50	\$118.85	\$118.85	\$118.85	\$118.85	\$118.85	\$118.85	\$118.85	\$118.85	\$118.85	\$118.85	\$97.50
X	7	Supplemental - Overtime Hourly Rate - Projects Under 500,000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$140.00	\$140.00	\$90.00	\$90.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00
X	8	Supplemental - Overtime Hourly Rate - Projects Under 500,000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00
X	9	Supplemental - Overtime Hourly Rate - Projects Under 500,000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$140.00	\$140.00	\$70.00	\$70.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	10	Supplemental - Overtime Hourly Rate - Projects Under 500,000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$140.00	\$140.00	\$105.00	\$105.00	\$137.50	\$137.50	\$137.50	\$137.50	\$137.50	\$137.50	\$137.50	\$137.50	\$137.50	\$137.50	\$137.50
X	11	Supplemental - Overtime Hourly Rate - Projects Under 500,000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$40.00	\$40.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$40.00
X	12	Supplemental - Overtime Hourly Rate - Projects Under 500,000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$115.00	\$115.00	\$60.00	\$60.00	\$118.85	\$118.85	\$118.85	\$118.85	\$118.85	\$118.85	\$118.85	\$118.85	\$118.85	\$118.85	\$60.00
X	13	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	14	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	15	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	16	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	17	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	18	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	19	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	20	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	21	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	22	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	23	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	24	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	25	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	26	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	27	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	28	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	29	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	30	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	31	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	32	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	33	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	34	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	35	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	36	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	37	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	38	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	39	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	40	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	41	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	42	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	43	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	44	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	45	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	46	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
X	47	Disposal of Materials, Error of Fee Discount is 15.000000	1	Hour	\$100.00	\$100.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$10						



Michael J. Garcia, Mayor

Dear City Staff,

The Chief Procurement Officer (CPO) must determine whether a **service** is classified as General, Professional, or Construction before a purchase involving services can proceed. This classification ensures that each procurement follows the correct path, including the appropriate procurement method, contract type and term, and insurance requirements.

To improve efficiency and reduce delays for routine service procurements, the Central Purchasing Division (CPD) has issued this Blanket Services Determination (Version 4). This document identifies common service types that have already been reviewed and classified by the CPO. If your scope of work clearly aligns with a listed service, you may rely on this document and do not need to request a separate service determination.

This document is issued in accordance with state statute and City ordinances and is valid through June 30, 2027, for service types that clearly fall within the established categories.

This document does not apply in all situations. A separate CPO determination is required if the scope of work is mixed or hybrid, unclear, unusual, design-build, or not specifically addressed in the categories below. In such cases, staff must request a determination by emailing purchasing_det@santafenm.gov at the outset of the procurement.

The intent of this service determination is to ensure that the correct procurement path is identified early. When that path requires vendor selection through a formal procurement (such as an ITB or RFP), departments must engage CPD during the initial needs and expectations-gathering phase and continue coordination through contract execution.

If you need assistance classifying a service, please contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Animal/k9 boarding - basic
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Automotive mechanical services – all - including vehicle inspection, diagnostics, repair labor, parts replacement, and routine maintenance (e.g., oil changes, brake service, tune-ups, etc.)
- Artwork installation
- Artwork transportation

General Services (continued):

- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Biohazard clean-up and disinfection services for crime scenes, homicides, suicides, unattended deaths, car accidents, deadly car crashes and cleanup of police units, along with any other biohazard situations. Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service
- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination
- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service - Includes filter changes, inspections, cleaning, minor repairs, and system diagnostics.

General Services (continued):

- Information Technology - Hosting only
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service
- Locksmith services
- Marine equipment inspection, certification, and repair
- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving

General Services (continued):

- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Traffic control services – including certified flaggers, barricade setup/removal, temporary signage, and traffic control plans (not involving permanent installations or design engineering)
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

Profession Services are listed on the following pages.

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Community Programming
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Hearing officer services

Professional Services (Continued):

- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment
- Insurance Adjusters/Brokers
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Medical – doctors, immunizations, etc.
- Mental health support – Therapists, Counselors, etc.
- Network Cybersecurity Services
- Network Installation
- Physicals
- Planners
- Policy Advisors

Professional Services (Continued):

- Polygraph services
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Social and Human Services - Includes case management, outreach, crisis intervention, supportive housing assistance, and other services intended to support vulnerable or at-risk populations. Services may be delivered by licensed or trained professionals in coordination with public or nonprofit systems.
- Speech writers
- Statisticians
- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Veterinarian services
- Web design and development

Construction Services are listed on the following pages.

The following are Construction Services:

- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Stucco installation, repair, and finishing
- Painting and Finishing (for construction purposes)
- ☒ • Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Disclaimer and signatures listed on the next and final page.

Disclaimer – Scope of this Determination

This blanket *services*’ determination only covers **service type classifications**. It does **not** replace other determinations that must still be issued by the **CPO**. Staff must continue to obtain separate determinations, as applicable, for items such as:

- Procurement **Exemptions**
- **Emergency procurements**
- **Sole sources**
- **Use of existing contracts**
- **Use of cooperative agreements**
- **Multi-term contract** use and term length
- **Awarding multiple vendor contracts** from one solicitation
- **Other determinations or approvals** expressly required by the Procurement Code or the City’s Procurement Manual

If you are unsure whether another type of determination is required, or which type applies, please contact **Purchasing via email** purchasing@santafenm.gov or **Teams (link below)** for guidance before proceeding.

https://teams.microsoft.com/l/team/19%3A6JxaCDNvqv_5QJ4CIFauA2TeGLsKu-y614WgZjGIHNo1%40thread.tacv2/conversations?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f

Travis Dutton-Leyda, Chief Procurement Officer



Date: 06/05/2026

Andrea Phillips, Interim Finance Director and Deputy City Manager


ANDREA PHILLIPS (Jun 5, 2026 16:26:44 MDT)

Date: 06/05/2026

Blanket Services Determination V4 FY26-FY27 Final

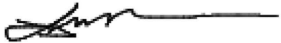
Final Audit Report

2026-06-05

Created:	2026-06-05
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAADLqMyGAem5jy5Wocdbfnanoeaw1taO0M
Documents:	Blanket Services Determination V4 FY26-FY27 Final.docx (9 pages)
Number of Documents:	1
Document page count:	9
Number of supporting files:	0
Supporting files page count:	0

"Blanket Services Determination V4 FY26-FY27 Final" History

-  Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
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-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
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-  Email viewed by ANDREA PHILLIPS (akphillips@santafenm.gov)
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-  Agreement completed.
2026-06-05 - 10:26:44 PM GMT

Signature: 

Email: Immacallister@santafenm.gov

Blanket Services Determination V4 FY26-FY27

Final - signed

Final Audit Report

2026-06-29

Created:	2026-06-29
By:	Linda Macallister (Immacallister@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA87IFqm-mDHXznHNFD91BTa1OxR-aRK3s
Documents:	Blanket Services Determination V4 FY26-FY27 Final - signed.pdf (10 pages)
Number of Documents:	1
Document page count:	11
Number of supporting files:	0
Supporting files page count:	0

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-  Document created by Linda Macallister (Immacallister@santafenm.gov)
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2026-06-29 - 3:08:56 PM GMT- IP address: 51.54.38.123
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-  Agreement completed.
2026-06-29 - 3:09:24 PM GMT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME:		
	PHONE (A/C No. Ext): (855) 222-5919	FAX (A/C, No):	
	E-MAIL ADDRESS: support@nextinsurance.com		
INSURED Builders Tech LLC 3607 Simms Ave SE Albuquerque, NM 87108	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Next Insurance US Company		16285
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 843723369 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	X		NXTXW47WLY-01-GL	04/07/2026	04/07/2027	EACH OCCURRENCE	\$1,000,000.00
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000.00
							MED EXP (Any one person)	\$15,000.00
							PERSONAL & ADV INJURY	\$1,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	\$2,000,000.00
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000.00
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	☒ UMBRELLA LIAB	☒ OCCUR	X	NXTXW47WLY-01-GL	04/07/2026	04/07/2027	EACH OCCURRENCE	\$ 1,000,000.00
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$ 1,000,000.00
								\$
	DED	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y / ☒ N	N / A				☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Contractors Errors and Omissions	X		NXTXW47WLY-01-GL	04/07/2026	04/07/2027	Each Occurrence:	\$25,000.00
							Aggregate:	\$50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is City of Santa Fe. This Certificate Holder is an Additional Insured on the General Liability policy and Umbrella/Excess Liability policy per the Additional Insured Automatic Status Endorsement. All Additional Insured privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Santa Fe
2931 Rufina St
Santa Fe, NM 87507

LIVE CERTIFICATE



[Click or scan to view](#)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Services Offered to the City of Santa Fe (updated 4.16.26)

Approved:

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Security Guard Services
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

Permissive:

The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing

For the complete State Use service list, please go to: <http://horizonsofnewmexico.org/services.html>

GB_BUILDERS_TECH_PACKET

Final Audit Report

2026-09-03

Created:	2026-09-03
By:	JUAN VELA (jevela@santafenm.gov)
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Documents:	GB_BUILDERS_TECH_PACKET.pdf (31 pages) Horizons of New Mexico Services for the City of Santa Fe Revised 4 22 26.pdf (1 page)
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2026-09-03 - 8:58:07 PM GMT