




Date: December 3, 2025

To: Governing Body

From: Caryn Grosse, PMP, Public Works Project Manager III 

Via: Sam Burnett, Interim Public Works Department Director 
Tim Farrell, Interim Facilities Division Director 
JOHN BURNETT (Dec 8, 2025 07:52:37 MST)

Subject: On-Call Price Agreement for City-Wide Miscellaneous Construction Services

Vendor Name: B&D Industries Inc.

Vendor Number: 3970

ACTION:

Request for Approval of an On-Call Price Agreement with B&D Industries Inc. in the Total Amount of \$10,000,000 Including NMGRT for City-Wide Miscellaneous Construction Services for a Term of 10 Years. (Caryn Grosse, Public Works Project Manager III, clgrosse@santafenm.gov)

CONTRACT NUMBER:

The FY26 Munis Contract Number is 3260204.

BACKGROUND AND SUMMARY:

The Public Works Department Facilities Division uses on-call services to augment the skills, licensure, and capacity of staff to address facility issues and emergencies in a timely, safe, and compliant manner. The Facilities Division typically maintains on-call contracts for general contracting, mechanical, electrical, plumbing, roofing, remediation, and landscaping services.

In accordance with the Invitation to Bid (ITB No. 25163) for On-Call City-Wide Miscellaneous Construction Services, multiple responsive vendors were selected for contracts based on lowest bidder and performance criteria: AnchorBuilt Inc., B&D Industries Inc., Davenport Construction Management LLC, Enviroworks LLC, JDR & Associates, LLR Construction LLC, and Unified Contractor, Inc. B&D Industries has provided services throughout the City and has proven to be cost-effective, reliable, and capable of consistently providing high quality results.

On-call contracts are not a guarantee of payment. These contracts are only used, and purchase orders issued, as needs arise and funding is available. The \$10,000,000 (including 8.1875% NMGRT) maximum for this contract is based on the historical and anticipated needs across the City over the next ten years.

ATTACHMENTS:

On-Call Price Agreement for Construction Services
Proposal – Exhibit A
Certificate of Insurance
CPO Determination
Horizons Service List

PROCUREMENT METHOD:

The procurement method for this contract is the Invitation to Bid No. 25163, dated April 24, 2025.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano Date: 12/23/2025
CPO Comment/Exceptions: _____

FUNDING SOURCE:

Funding will be provided on a project-by-project basis.

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Various

Budget Officer/Designee: Andy Hopkins Date: 12/19/2025
Budget Officer 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: Timothy Farrell

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Capital Asset or Project? Yes | No

Project Ledger Number _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Item #: _____
Munis Contract #: 3260204
ITB No.: 25163

CITY OF SANTA FE
ON-CALL PRICE AGREEMENT
CONSTRUCTION CONTRACT

City-Wide Miscellaneous Construction Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **B&D Industries, Inc.**, 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 an On-Call Price Agreement 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:

1. Scope of Work

A. The Contractor shall perform the following work in accordance with their Bid Pricing, attached hereto and made a part thereof, as Exhibit A:

1. This work shall include Miscellaneous General Contracting work for the City of Santa Fe.
2. The Contractor shall be required to provide On-Call Miscellaneous Construction Services for any number of the activities listed under this Scope of Work upon the request of the City. Once a need is identified, the City’s Engineers, Project Managers, and Project Administrators (collectively “Project Manager”) may issue Task Orders for items described herein. The terms and conditions shall be incorporated in each Task Order issued hereunder. Once a need is identified, the Project Manager will issue a written Task Order to the Contractor detailing the services required. Upon receiving the Task Order, the Contractor shall promptly provide the Project Manager with an estimate, based upon the rates included in their ITB, a cost summary, and a proposed schedule required to complete the assignment or task. Project schedules, negotiated price, and completion dates shall be determined on project-by-project basis and dependent upon the urgency of that task. The

Contractor may be required to do some of the work in phases. The City’s Project Manager may issue a Notice to Proceed by signing the Notice after the task price and schedule are finalized by the Contractor, subject to the exception in Article 1(A)(3) below. The Contractor shall be required to provide the requested labor and all equipment and materials within one week of a request issuance of a Notice to Proceed unless otherwise arranged. The Contractor shall agree to provide required labor within 24 hours for emergency situations whenever possible. The Contractor shall not perform any work without a Notice to Proceed signed by the Project Manager, and the City shall not pay for any work performed without a signed Notice to Proceed.

3. If a Task Order does not specify which City division is issuing the Task Order, Contractor shall enquire before acting on a Notice to Proceed. For any City division other than the Public Works Facilities Division the Notice to Proceed is effective only if written approval of the scope of work from the Facilities Division Director is attached.

4. Contractor is responsible for all required permits, licenses, and inspections required to perform this work, and shall comply with applicable municipal, county, state, and federal requirements. Contractor shall be responsible for verification of all existing conditions, measurements, dimensions, adherence to the Contract Documents, Construction Documents, Specifications, and approved directives.

B. Distribution:

<p>City: Caryn Grosse, PMP Project Manager III City of Santa Fe Facilities Division 2651 Siringo Road, Building E Santa Fe, NM 87505-5229</p>	<p>Contractor: Christopher Giovenco Director – Service B&D Industries Inc. 9720 Bell Ave SE Albuquerque, NM 87123</p>
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C. Price Adjustments:

The awarded vendor shall maintain fixed pricing for each year of this contract, defined as twelve (12) months starting on and including the Effective Date. Pricing may be adjusted no more than once annually to commercially reasonable rates through an amendment to the price list attached as Exhibit A signed by Contractor and the City’s Director of Public Works. Amendments to Exhibit A do not alter Contractor’s maximum total compensation pursuant to Article 2 (Compensation) below. The Contractor must submit all pricing increase requests in writing to the City of Santa Fe designated department contact, providing evidence that the request is based on demonstrable market changes impacting the cost of products and services. The request must itemize all proposed changes by line item and include supporting documentation deemed acceptable by the City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.). The City’s decision on acceptable documentation in this context shall be final and binding upon all parties to the contract. No price increase shall result in a higher profit margin. Pricing changes will apply to orders entered on or after the effective date of the price change. Price increases will not be retroactive to purchase orders already issued. Orders will be filled at the price indicated in the purchase order issued by the City.

To facilitate prompt consideration, all requests for price increases must include the following information:

- i. Contract Item Number
- ii. Current Item Price
- iii. Proposed New Price
- iv. Percentage of Increase
- v. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

2. ITB Compensation

A. Payment. The City shall compensate the Contractor based on Task Orders and the itemized amounts specified in Exhibit A. For the services described in the scope of work, the City will pay the Contractor up to, but not to exceed, \$10,000,000.00. The applicable gross receipts tax (8.1875%) shall be shown as a separate amount on each billing or request for payment made under the contract, consistent with NMSA 1978, Section 13-1-108.

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.

3. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate ten (10) years from date of final signature unless terminated pursuant to Paragraph 4 (Termination) or Paragraph 5 (Appropriations). A contract for construction services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Section 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

4. 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.

- i. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- ii. 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.
- iii. 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 5, "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.*

5. 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.

6. 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.

7. On-Call Price Agreement Performance and Payment Bond

A. When a Task Order is issued 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 Task Order via Notice to Proceed shall be made pursuant to the Procurement Code in the following manner:

- i. 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
- ii. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 12 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 12 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 12 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.

14. 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 Article 4 herein, or to agree to the reduced funding.

15. Change Orders

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 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:

- i. Deliverable requirements, as outlined in the Scope of Work;
- ii. Due date of any Deliverable, as outlined in the Scope of Work;
- iii. Compensation of any Deliverable, as outlined in the Scope of Work;
- iv. Contract compensation, as outlined in Article 2; or
- v. Contract termination, as outlined in Article 4.

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:

- i. 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.
- ii. 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.

16. 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 ITB No. 25163 and the Contractor's response to such document(s) are incorporated herein by reference and 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. **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.

D. 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.

22. 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

23. 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.

24. 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.

25. 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.

26. 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.

27. 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:

<p>To the City: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909</p> <p>Caryn Grosse, PMP Project Manager III City of Santa Fe Public Works 2651 Siringo Road, Building E Santa Fe, NM 87505-5229 clgrosse@santafenm.gov (505) 955-5938</p>	<p>To the Contractor: B&D Industries Inc. Christopher Giovenco Director – Service 9720 Bell Ave SE Albuquerque NM 87123 cgiovenco@banddindustries.com 505-933-1521</p>
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28. 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.

29. 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.

30. 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.

31. 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.

32. 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 construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

I. 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.

J. Certificates and Documents Incorporated. All certificates and documentation required by the 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.

K. 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.

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

M. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

N. 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.


O. 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 funds.

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:
B&D Industries Inc.

ALAN WEBBER, MAYOR



Clinton Beall (Nov 25, 2025 14:42:22 MST)
CLINTON BEALL, PRESIDENT

DATE: _____

DATE: Nov 25, 2025

NMBTIN: 01-716872-004

ATTEST:

ANDREA SALAZAR, CITY CLERK

Approved to form and legal sufficiency by:



Kevin L. Nault (Dec 2, 2025 15:42:00 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



EMILY OSTER, FINANCE DIRECTOR

Exhibit A

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Comments
Wage Rates for Projects Under \$60,000.00					
1	1	HR - Hour	Superintendent - Regular Hourly Rate	\$110.00	
2	1	HR - Hour	Superintendent - Overtime Hourly Rate	\$145.00	
3	1	HR - Hour	Journeyman or Experienced Worker - Regular Hourly Rate	\$105.00	
4	1	HR - Hour	Journeyman or Experienced Worker - Overtime Hourly Rate	\$140.00	
5	1	HR - Hour	Laborer - Regular Hourly Rate	\$80.00	
6	1	HR - Hour	Laborer - Overtime Hourly Rate	\$105.00	
Wage Rates for Projects Over \$60,000.00					
7	1	HR - Hour	Superintendent - Regular Hourly Rate	\$118.80	
8	1	HR - Hour	Superintendent - Overtime Hourly Rate	\$156.60	
9	1	HR - Hour	Journeyman or Experienced Worker - Regular Hourly Rate	\$113.40	
10	1	HR - Hour	Journeyman or Experienced Worker - Overtime Hourly Rate	\$151.20	
11	1	HR - Hour	Laborer - Regular Hourly Rate	\$86.40	
12	1	HR - Hour	Laborer - Overtime Hourly Rate	\$113.40	
13	1	Daily	Temporary Site Office Trailer, rental rate	\$25.00	
14	1	Daily	Temporary Fencing, rental rate	\$15.00	Up to 250 linear feet of 6' x 12' panels for a month
15	1	Daily	Sanitary/toilet Facilities, rental rate	\$10.00	
16		Percent	Discount off all materials. Enter zero if no discount is offered.	10%	Discount to be applied to MSRP price










On-Call Construction ITB 25163_BandD

Final Audit Report

2025-12-02

Created:	2025-11-25
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI00UhMTLZfvoN8LoB2YgZJlas2FRukcM

"On-Call Construction ITB 25163_BandD" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-11-25 - 8:59:06 PM GMT- IP address: 63.232.20.2
-  Document emailed to Clinton Beall (clinton@banddindustries.com) for signature
2025-11-25 - 8:59:43 PM GMT
-  Email viewed by Clinton Beall (clinton@banddindustries.com)
2025-11-25 - 9:01:59 PM GMT- IP address: 104.28.48.219
-  Document e-signed by Clinton Beall (clinton@banddindustries.com)
Signature Date: 2025-11-25 - 9:42:22 PM GMT - Time Source: server- IP address: 174.205.162.143
-  Document emailed to Kevin Nault (klnault@santafenm.gov) for signature
2025-11-25 - 9:42:24 PM GMT
-  Email viewed by Kevin Nault (klnault@santafenm.gov)
2025-12-02 - 10:41:33 PM GMT- IP address: 172.59.2.22
-  Signer Kevin Nault (klnault@santafenm.gov) entered name at signing as Kevin L. Nault
2025-12-02 - 10:41:58 PM GMT- IP address: 172.59.2.22
-  Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-12-02 - 10:42:00 PM GMT - Time Source: server- IP address: 172.59.2.22
-  Agreement completed.
2025-12-02 - 10:42:00 PM GMT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2025

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 License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Carrie Butler PHONE (A/C, No, Ext): (505) 262-9412 9412 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: Carrie.Butler@hubinternational.com
	INSURER(S) AFFORDING COVERAGE
INSURED B & D Industries, Inc. 9720 Bell Ave SE Albuquerque, NM 87123	INSURER A: Valley Forge Insurance Company NAIC # 20508
	INSURER B: National Fire Insurance Company of Hartford 20478
	INSURER C: The Continental Insurance Company 35289
	INSURER D: Builders Trust of New Mexico
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6016149399	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6016149371	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	6016149404	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$
							Aggregate \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC100-0005672-2025A	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella is Form Following over General Liability, Auto Liability and Employers Liability. Additional Insured, Waiver of Subrogation and Primary Non-Contributory apply per attached policy forms.

CERTIFICATE HOLDER City of Santa Fe 200 Lincoln Ave Santa Fe, NM 87501	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 

From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [KAHAHANE, ELIZABETH L.](#)
Cc: [Purchasing_DET](#)
Subject: Re: Determination Request – Miscellaneous General Contracting work for the City of Santa Fe
Date: Wednesday, August 20, 2025 9:05:00 AM
Attachments: [image001.png](#)

Hi, this is construction.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
[200 Lincoln Avenue](#)
[Santa Fe, NM 87501](#)
[505-629-8351](#)
tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>



Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

On Aug 20, 2025, at 8:56 AM, KAHAHANE, ELIZABETH L.
<elkahahane@santafenm.gov> wrote:

Aloha Purchasing!

Facilities Division is requesting a SOW determination for the following:

The Contractor shall perform the following work in accordance with their Bid Pricing, attached hereto and made a part thereof, as Exhibit A:
1. This work shall include Miscellaneous General Contracting work for the City

of Santa Fe.

2. The Contractor shall be required to provide On-Call General Contracting Services for any number of the activities listed under this Scope of Work upon the request of the City. Once a need is identified, the City will issue a written Task Order to the Contractor detailing the services required. Upon receiving the City's request for services, the Contractor shall promptly provide the City with an estimate (based upon the rates submitted in the Bid Form), cost summary, and project schedule required to complete the assignment or task. Project schedules, negotiated price, and completion dates shall be determined on a project-by-project basis and dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The Contractor shall be required to provide the requested labor and all equipment and materials within one week of a request issuance of a Notice to Proceed unless otherwise arranged. The Contractor shall agree to provide required labor within 24 hours for emergency situations whenever possible.

3. The City of Santa Fe Public Works Facilities Division shall be able to utilize this On-Call Contract as needed and as funding is available. All other City of Santa Fe staff will only be authorized to utilize this On-Call Contract with prior, written approval of the scope of work, from the Facilities Division Director, before commencing any work applicable to this On-Call Contract.

4. Contractor is responsible for all required permits and licenses required to perform this work. Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications, and approved directives.

5. Contractor shall be responsible for any applicable Local, County, State and Federal requirements and permits.

6. Contractor shall be responsible for verifications of all existing conditions, measurements, and dimensions for bidding. Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with their work.

Please let me know if additional information is required.

Thank you!

Best,

Elizabeth "Lisa" Kahahane, CPO

Contract Administrator | Facilities Division | Public Works Dept.

Email: elkahahane@santafenm.gov

M: (505) 795-2439

O: (505) 955-5934



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Services Offered to the City of Santa Fe (FY26)

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
- 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 Packet_BandD_On-Call GC ITB 25163

Final Audit Report

2025-12-08

Created:	2025-12-05
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPwqgJ-UShNsKbJh-bilk1sDoZBrzwCOi

"GB Packet_BandD_On-Call GC ITB 25163" History

-  Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-12-05 - 5:19:28 PM GMT- IP address: 63.232.20.2
-  Document emailed to CARYN GROSSE (clgrosse@santafenm.gov) for signature
2025-12-05 - 5:56:49 PM GMT
-  Email viewed by CARYN GROSSE (clgrosse@santafenm.gov)
2025-12-05 - 5:59:48 PM GMT- IP address: 104.47.64.254
-  Document e-signed by CARYN GROSSE (clgrosse@santafenm.gov)
Signature Date: 2025-12-05 - 6:00:16 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Timothy Farrell (tgfarrell@santafenm.gov) for signature
2025-12-05 - 6:00:18 PM GMT
-  Email viewed by Timothy Farrell (tgfarrell@santafenm.gov)
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-  Document e-signed by Timothy Farrell (tgfarrell@santafenm.gov)
Signature Date: 2025-12-05 - 6:46:40 PM GMT - Time Source: server- IP address: 174.56.2.34
-  Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-12-05 - 6:46:42 PM GMT
-  Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2025-12-08 - 2:52:07 PM GMT- IP address: 71.228.98.124
-  Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2025-12-08 - 2:52:37 PM GMT - Time Source: server- IP address: 71.228.98.124
-  Agreement completed.
2025-12-08 - 2:52:37 PM GMT













GB_Packet_BandD_On-Call_GC_ITB_25163_v3.0 e

Final Audit Report

2025-12-24

Created:	2025-12-19
By:	RACHEL GABALDON (rdgabaldon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATNhwyhWaitJXmKx-p7bRpVaq0X6leGhW

"GB_Packet_BandD_On-Call_GC_ITB_25163_v3.0 e" History

-  Document created by RACHEL GABALDON (rdgabaldon@santafenm.gov)
2025-12-19 - 4:59:55 PM GMT- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-12-19 - 5:02:41 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-12-19 - 6:10:26 PM GMT- IP address: 104.47.64.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-12-19 - 6:10:49 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-12-19 - 6:10:52 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-12-19 - 6:24:57 PM GMT- IP address: 63.232.20.2
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-12-22 - 5:20:50 AM GMT- IP address: 146.75.203.1
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2025-12-23 - 10:59:46 PM GMT- IP address: 63.232.20.2
-  Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2025-12-23 - 11:00:34 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-12-23 - 11:00:37 PM GMT




 Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2025-12-24 - 4:34:41 PM GMT- IP address: 174.218.241.65

 Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-12-24 - 4:44:36 PM GMT - Time Source: server- IP address: 174.218.241.65

 Agreement completed.

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