

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



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Destiny Mitchell
Commissioner

Ingo Hoepfner
Commissioner

Gary Whitehead
City Manager

August 8, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: ITB #2025-06-005 Ralph Edwards Park Boat Ramp and Dock Award

The Procurement Department along with Community Services and Wilso & Company issued an Invitation to Bid for a new boat ramp and dock at the Ralph Edwards Park. A portion of the funding is what is left from the New Mexico Economic Development Grant (Trails Plus+).

There were two responsive bids submitted, Highland Enterprise, Inc. and Las Cruces Construction, LLC. Highland is the lowest bid; we are requesting Commission approvals to move forward with the project while approving the additional cost required. The City was aware of the short fall and accounted for the coverage. We would like to expense the grant in its entirety and continue with the growth of the Ralph Edwards Park development. The Community Services Department has coordinated with BOR (Bureau of Reclamation) and the Army Corps of Engineers for this project as the Rio Grand flow is a factor for the project.

Please, review the attached documents and approve the requested procurement. Thank you.

Regards,


Jocelyn Holguin
Finance Director

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ Requisition # _____

PROCUREMENTS \$60,000 AND OVER

2025-26 Fiscal Year

COMMISSION MEETING 08/13/2025

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
H.7.A.	Contract #2025-06-005 Highland Enterprises Inc.	ITB #2025-06-005 Ralph Edwards Park Boat Ramp and Dock Award	Jocelyn Holguin	Procurement	\$250,229.17	Invitation To Bid

TOTAL AMOUNT	\$ 250,229.17
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ATTEST:

Angela Torres, Clerk-Treasurer

Date

Rolf Hechler, Major

Date

Please note: There is a short fall for the project funding in the amount of \$87,568.33. The City is aware of the short fall and has taken into account for the offset cost.
REQUISITION TO BE UPDATED FOLLOW APPROVALS AND/OR FUNDING SOURCE REQUIREMENTS, TO TURN INTO STANDING PURCHASE ORDERS.

CONTRACT #2025-06-005

**CITY OF T OR C
RALPH EDWARDS PARK NEW BOAT RAMP & DOCK**

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences of Sierra County, hereinafter referred to as the "City of T or C" and **Highland Enterprises, Inc.**, hereinafter referred to as the "Construction Manager", and is effective as of the date set forth below upon which it is executed by the Board of City of T or C Commissioners.

WHEREAS the City of T or C issued a Invitation to Bid (ITB) to provide Services under ITB 2025-06-005 and

WHEREAS the Services submitted its original proposal and was selected under ITB 2025-06-005 and

WHEREAS the City of T or C desires to engage the Services to render certain Construction services, as needed, and the Contractor is willing to provide such services and to enter into this Construction Services Agreement; and

WHEREAS this Master Agreement includes all Exhibits and any subsequently awarded Contract for Construction Services form the Contract Documents and are all as fully a part of the Contract as if attached to this Agreement; and

WHEREAS the Contractor was selected to provide and perform such Construction Services as provided for within this Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

IT IS AGREED BETWEEN THE PARTIES

1. **Scope of Work. ITB #2025-06-005 and related Addenda's**
2. **Compensation.**

A. The City of T or C agrees to pay the Services in full payment for the services and work contemplated under the terms of this Agreement and satisfactorily performed under the individual Base Bid and allowable Preference percentages. In no event will the Services be paid any amount in excess of the specified total amount payable in the individual purchase order without the purchase order being amended in writing. The Contract Sum Shall be Two Hundred Fifty Thousand Two Hundred Twenty-Nine Dollars and Seventeen Cents, **(\$250,229.17)**, subject to additions and deductions as provided in the Contract Documents. Inclusive of New Mexico GRT. This cost includes the Add Alternate Dike Total Amount of Seven Thousand Three

Hundred Sixty-Nine Dollars and Fifty Cents, (\$7,369.50), should a water dike diversion not be required during the construction phase of the project the cost shall be removed in its entirety and the **Base Bid Award** including New Mexico Gross Receipts Tax shall be Two Hundred Forty-Two Thousand Eight Hundred Fort-Nine Dollars and Fifty Cents, (\$242,859.67). *Please note the following: If a dike is required Highland will discuss with the City for approval prior to acting as the City is required to coordinate with other entities of the project for approval.*

B. New Mexico Gross Receipts Tax will be billed as a separate added amount at the time of each pay request at the percentage applicable at the time of billing.

C. Reimbursable services of the Services will include the following items when approved in writing by the Owner: Cost of reproduction of drawings and specifications required for bidding. Payment of reimbursable expenses to the Services will be paid by the Owner at the direct cost to the Construction manager. All requests for reimbursable expenses will be accompanied by copies of original detailed invoices.

D. Payment is subject to the availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Article 1, Scope of Work.

E. Contractor must submit a detailed statement accounting for all services performed, as specified in the individual purchase order. If the City of T or C finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor with a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. The City of T or C will continue to pay Contractor for any undisputed amounts pursuant to Article 2(A). Upon certification by the City of T or C that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days of the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

F. The payment of taxes due for any money received under this Agreement shall be the Construction Manager's sole responsibility and shall be reported under the Construction Manager's Federal and State tax identification number(s).

3. **Term.**

This Agreement is for ***Nine Months*** (9) months from the date of approval by the City of T or C Board of City Commissioners. With the conditions of completion prior to the (9th month) termination. Based on the condition requirements for project completion from the sub recipient funding source.

4. Termination For Convenience.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City of T or C's sole liability upon such termination shall be to pay for acceptable work ordered and performed prior to the Construction Manager's receipt of the notice of termination, if the City of T or C is the terminating party, or the Construction Manager's sending of the notice of termination, if the Services is the terminating party; 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 Agreement. The Services shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Services if the Services becomes unable to perform the services contracted for, as determined by the City of T or C or if, during the term of this Agreement, the Services or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY OF T OR C'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONSTRUCTION MANAGER'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the City of T or C or the Services of notice of termination of this Agreement, the Services shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City of T or C; 2) comply with all directives issued by the City of T or C in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City of T or C shall direct for the protection, preservation, retention or transfer of all property titled to the City of T or C and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Services with contract funds shall become property of the City of T or C upon termination and shall be submitted to the City of T or C as soon as practicable.

5. Termination For Cause.

A. City of T or C may by written notice terminate this Agreement in whole or in part for Construction Manager's default if the Services fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such an event, City of T or C may otherwise secure the materials, supplies or services ordered, and the Services shall be liable for damages suffered by City of T or C thereby, including incidental and consequential damages. If after termination, the City of T or C determines Services was not in default, or if Construction Manager's default is

due to failure of City of T or C, termination shall be deemed for the convenience of City of T or C. The rights and remedies of City of T or C provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement as used in this paragraph, the word "Construction Manager" includes Construction Manager's sub-suppliers at any tier.

B. In the event a termination for cause notice is issued by the City of T or C, the Services shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City of T or C; 2) comply with all directives issued by the City of T or C in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City of T or C shall direct for the protection, preservation, retention or transfer of all property titled to the City of T or C and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Services with contract funds shall become property of the City of T or C upon termination and shall be submitted to the City of T or C as soon as practicable.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of City of T or C Commissioners for the performance of each task order assigned under this Agreement. If sufficient appropriations and authorization are not made by the Board of City of T or C Commissioners, this Agreement shall terminate immediately upon written notice being given by the City of T or C to the Construction Manager. The City of T or C's decision as to whether sufficient appropriations are available shall be accepted by the Services and shall be final. If the City of T or C proposes an amendment to the Agreement to unilaterally reduce funding, the Services shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Construction Manager.

The Services and its agents and employees are independent Construction Managers performing professional services for the City of T or C and are not employees of the City of T or C. The Services and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City of T or C vehicles, or any other benefits afforded to employees of the City of T or C as a result of this Agreement. The Services acknowledges that all sums received hereunder are reportable by the Services for tax purposes, including without limitation, self-employment and business income tax. The Services agrees not to purport to bind the City of T or C unless the Services has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment.

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

9. Subcontracting.

The Services shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City of T or C. Subcontractors listed in an approved task order constitute approval of the City of T or C. No such subcontract shall relieve the Services from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City of T or C. In all cases, the Services is solely responsible for fulfillment of this Agreement.

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

A. The Services represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Services further represents and warrants that it has complied with, and,

during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Services specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Services does not employ, has not employed, and will not employ during the term of this Agreement any City of T or C employee while such employee was or is employed by the City of T or C and participating directly or indirectly in the City of T or C's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Services is not a public officer or employee of the City of T or C; (ii) the Services is not a member of the family of a public officer or employee of the City of T or C; (iii) the Services is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Services is a public officer or employee of the City of T or C, a member of the family of a public officer or employee of the City of T or C, or a business in which a public officer or employee of the City of T or C or the family of a public officer or employee of the City of T or C has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Services is not, and has not been represented by, a person who has been a public officer or employee of the City of T or C within the preceding year and whose official act directly resulted in this Agreement and (ii) the Services is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City of T or C whose official act, while in City of T or C employment, directly resulted in the City of T or C's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Services has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Services has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City of T or C.

C. Construction Manager's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City of T or C relied when this Agreement was entered into by the parties. Services shall provide immediate written notice to the City of T or C if, at any time during the term of this Agreement, Services learns that Construction Manager's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Construction Manager's

representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City of T or C and notwithstanding anything in the Agreement to the contrary, the City of T or C may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 13(B).

14. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

15. Merger.

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

16. Penalties for Violation of Law.

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

17. Equal Opportunity Compliance.

The Services agree to abide by all federal, state and City of T or C laws and rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, the Services 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 Agreement. If Services are found not to be in compliance with these requirements during the life of this Agreement, Services agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Services agrees that the laws of the State of New Mexico shall govern, and that venue will lie in the Seventh Judicial District Court in Sierra City of T or C. By execution of this Agreement, Services 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 Agreement.

19. Workers Compensation.

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

20. Records and Financial Audit.

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

21. Disclaimer and Hold Harmless.

Sierra City of T or C shall not be liable to the Construction Manager, or the Construction Manager's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Construction Manager's person or property, occurring in connection with Construction Manager's performance of Construction Manager's duties according to this Agreement. Services shall hold Sierra City of T or C harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Sierra City of T or C in connection with the performance by Services of Construction Manager's duties according to this Agreement.

22. Indemnification.

The Services shall defend, indemnify and hold harmless the City of T or C from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Construction Manager, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Services resulting in injury or damage to persons or property during the time when the Services or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. 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 Agreement is brought against the Construction Manager, the construction services shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City of T or C and the New Mexico Municipal League by certified mail.

23. Invalid Term or Condition.

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

24. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement 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 Agreement shall be effective unless expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. Authority.

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

26. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the Construction Manager, or any person for influencing or attempting to influence an officer or employee of any City of T or C, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any City of T or C, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the Services shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

27. Approval of Services Personnel.

Personnel proposed in the Construction Manager's written proposal to the City of T or C are considered material to any work performed under this Agreement. No changes of personnel will be made by the Services without prior written consent of the procuring agency of the City of T or C. Replacement of any Services personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Services will be responsible for any expenses incurred in familiarizing the replacement personnel to insure they are productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the City of T or C shall retain the right to request the removal of any of the Construction Manager's personnel at any time.

28. Survival.

The agreement Articles titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

29. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

30. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

31. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Municipal League and the parties shall utilize a striking process until a mediator is agreed upon.

32. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the City of T or C until it is executed by the Board of City of T or C Commissioners after voting on the contract at a public meeting. The Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement. Further, each individual task order must be fully executed prior to proceeding with any work.

33. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

34. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

35. Incorporation and Order of Precedence.

Invitation to Bid #ITB 2025-06-005 and the Construction Company's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Invitation to Bid; then
4. the scope of work, timeframe for completion, and compensation, in reverse chronological order; then
5. the Construction Manager's proposal.

36. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The Services shall defend, at its own expense, the City of T or C against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City of T or C of Sierra based upon the Construction Manager's trade secret infringement relating to any product or service provided under this agreement, the Services agrees to reimburse the City of T or C of Sierra for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City of T or C shall:

- i. give the Contractor prompt written notice of any claim;
- ii. allow the Contractor to control the defense or settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Construction Manager's opinion is likely to become the subject of a claim of infringement, the Services shall at its option and expense:

- i. provide a procuring agency of the City of T or C the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Construction Manager. The Construction Manager's obligation will be void as to any product or service modified by the procuring agency of the City of T or C to the extent such modification is the cause of the claim.

37. Professional Liability Insurance.

Services agree to maintain in full force throughout the duration of the Agreement a liability insurance policy with a minimum coverage of: Comprehensive General Liability - \$1,000,000 per occurrence, \$2,000,000 General Aggregate; Professional liability- \$1,000,000 per occurrence, \$2,000,000 General Aggregate. Occurrence type, if available, if not "Claims Made" type with a minimum of a six (6) year tail. The City of T or C will be named as an additional insured on said policy and will be provided with an updated certificate of insurance on an annual basis.

38. Compliance With Laws

In providing the scope of services outlined herein, the Services and the City of T or C shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments.

39. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

40. Federal Government Subcontract Provisions

The clauses contained in the referenced paragraphs of the Federal Acquisition Regulations (FAR) are hereby incorporated by reference. In the event of any conflict between the terms and conditions of these Federal Acquisition Regulations and any other provisions of this Agreement, the terms and conditions of these Federal Acquisition Regulations shall prevail. For the purposes of Sierra City of T or C, in all of the following clauses, the terms "contract" shall mean the resultant Agreement, and the term "contractor" shall mean "seller." The term "Government" shall mean "Sierra City of T or C" and the terms "contracting officer" shall mean the "Chief Procurement Officer," except in those clauses with an "*" in the third column (Contract Grant). In the clauses marked with an "*", "Government" shall mean "United States Government."

A. 52.222-6 Davis Bacon Act. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
- (ii) The classification is utilized in the area by the construction industry.
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

42. Notices.

Any notice required to be given to either party by this Agreement 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:

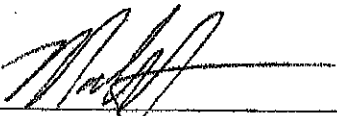
To: City of Truth or Consequences

Jocelyn Holguin, Finance Director/Chief Procurement Officer
505 Sims Street Truth or Consequences, NM 87901

To: Highland Enterprises, Inc.

Address: PO Box 2409
Las Cruces, NM 88004

Phone Number: 575-644-7686

By:  Date: 8-8-25
Mark Hettinga, President

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City Chief Procurement Officer below:

By: _____ Date: _____
Gary Whitehead, City Manager

Project Manager:

O.J. Hechler
Director of Community Services
City of Truth or Consequences
575-740-6716
orrin.hechler@torcnm.org

BOARD OF CITY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this day of August 13, 2025.

Rolf Hechler, Mayor

Attest:

Angela Torres
City Clerk

City of Truth or Consequences Chief Procurement Officer:

By: _____ Date: _____
Jocelyn Holguin, Finance Director/ CPO
City of Truth or Consequences

August 1, 2024

Sent via Email
Jocelyn Holguin
Finance Director/CFO
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
jholguin@torcnm.org

Re: Construction Contract Award Recommendation
Project: Ralph Edwards Park New Boat Ramp and Dock
ITB No: 2025-06-005

Dear Ms. Holguin,

A bid open conference for the Ralph Edwards Park New Boat Ramp and Dock was held at the City of Truth or Consequences Commission Chambers located at 505 Sims Street on July 10, 2025, at 2:00 p.m. local time. A total of two (2) bids were received from Las Cruces Construction, LLC and Highland Enterprises Inc.; and are summarized in the table below.

Bidder	Excluding NMGR	
	Base Bid	Base Bid + Additive Alternate 1
Las Cruces Construction, LLC	\$ 259,014.00	\$ 289,014.00
Highland Enterprises Inc.	\$ 224,091.97	\$ 230,891.97
Engineer's Estimate	\$153,879.75	\$ 163,879.75

Wilson & Company has conducted a certified bid evaluation and has identified that both contractor bid packages have met the required criterion of responsiveness. The lowest responsive bid was submitted by Highland Enterprises, Inc., their submittal is in compliance with the specifications and contract documents.

Highland Enterprises Inc. is licensed to perform the work and is in good standing with the New Mexico Construction Industries Division and a NMDOT prequalified contractor. Their permanent New Mexico Contracting license number is 4460, while holding current work contracting attached classifications of work GA98, GB98, GF01, GF03, GF04, GF05, GF08, and GF09. Furthermore, their Bid Bond Surety Company (Hudson Insurance Company) is licensed and authorized to do business in the State of New Mexico.

Wilson & Company recommends consideration of contract award to Highland Enterprises Inc. for the construction of the Ralph Edwards Park New Boat Ramp and Dock Project in the amount of \$230,891.97 (excluding NMGR) to include all base bid and additive alternate bid items. The contract award amount including NMGR is \$250,229.17. The bid amount is currently over the City's current project budget. If additional construction funds are identified and procured the full bid amount including additive alternate will be within budget.

If you have any questions, please feel free to contact me at my office no. 505-348-4014.

WILSON & COMPANY



Christie Soulsby PE, CFM
Civil Practice Lead

Cc: O.J. Hechler, Director of Community Services
Gary Whitehead, City of T or C, C. City Manager

Attachments:

- 1) Bid Tabulation
- 2) Contractor Licensing
- 3) Certified Listing of Bonding Companies
- 4) NMDOT Prequalification List



CITY OF TRUTH OR CONSEQUENCES - RALPH EDWARDS PARK NEW BOAT ACCESS RAMP AND DOCK
BID TABULATION 7/14/2025

Project No: 24-000-165-00				LAS CRUCES CONSTRUCTION, LLC		HIGHLAND ENTERPRISES INC.		Engineers Estimate	
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT COST	Amount	UNIT COST	Amount	UNIT COST	Amount
CONSTRUCTION BASE BID ITEMS									
1	CLEARING AND GRUBBING	LS	1	\$ 9,018.00	\$ 9,018.00	\$ 1,542.87	\$ 1,542.87	\$ 1,222.14	\$ 1,222.14
2	UNCLASSIFIED EXCAVATION	C.Y.	850	\$ 42.69	\$ 35,432.70	\$ 42.77	\$ 35,499.10	\$ 20.00	\$ 16,000.00
3	STRUCTURAL CONCRETE, CLASS AA	S.Y.	30	\$ 1,494.00	\$ 44,846.00	\$ 2,252.50	\$ 22,525.00	\$ 2,000.00	\$ 20,000.00
4	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$ 25,189.00	\$ 25,189.00	\$ 1,570.00	\$ 1,570.00	\$ 5,000.00	\$ 5,000.00
5	WIRE ENCLOSED RIPRAP CLASS A	C.Y.	80	\$ 583.93	\$ 45,085.80	\$ 415.80	\$ 24,948.00	\$ 500.00	\$ 90,000.00
6	SWPPP PLAN PREPARATION AND MAINTENANCE	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,444.29	\$ 2,444.29
7	TRAFFIC CONTROL MANAGEMENT	LS	1			\$ 2,252.00	\$ 2,252.00	\$ 611.07	\$ 611.07
8	MOBILIZATION	LS	1	\$ 37,995.62	\$ 37,995.62	\$ 33,730.00	\$ 33,730.00	\$ 12,221.44	\$ 12,221.44
9	PRECONSTRUCTION UTILITY SURVEY	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00
10	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	1	\$ 4,764.00	\$ 4,764.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00
11	CONSTRUCTION STAKING BY THE CONTRACTOR	LS	1	\$ 9,940.24	\$ 9,940.24	\$ 8,800.00	\$ 8,800.00	\$ 3,666.43	\$ 3,666.43
12	EZ DOCK PREFABRICATED FLOATING BOAT RAMP INCL. GANGWAY, KAYAK LAUNCH, FLOATING RAMP, ETC.	LS	1	\$ 74,312.64	\$ 74,312.64	\$ 82,000.00	\$ 82,000.00	\$ 50,614.38	\$ 50,614.38
	MATERIAL TESTING (NOT ON BID FORM)						\$ 3,725.00		
	SUBTOTAL OF BASE BID ITEMS				\$ 259,014.00		\$ 224,091.97		\$ 253,879.75
	ENGINEERING & CONTINGENCY @ 7%								\$ 10,771.58
	NM GROSS RECEIPTS TAX (NMGR) @ 8.3750%				\$ 21,692.42		\$ 18,767.70		\$ 12,887.43
	CONSTRUCTION TOTAL				\$ 280,706.42		\$ 242,859.67		\$ 277,538.76

ADDITIVE ALTERNATIVE 1				LAS CRUCES CONSTRUCTION, LLC		HIGHLAND ENTERPRISES INC.		Engineers Estimate	
ITEM NO.		UNIT	EST. QTY.	UNIT COST	Amount	UNIT COST	Amount	UNIT COST	Amount
13	TEMPORARY DIVERSION DIKE	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 6,800.00	\$ 6,800.00	\$ 10,000.00	\$ 10,000.00
	SUBTOTAL OF ADD. ALT. 1 ITEMS				\$ 30,000.00		\$ 6,800.00		\$ 10,000.00
	NM GROSS RECEIPTS TAX (NMGR) @ 8.3750%				\$ 2,512.50		\$ 569.50		\$ 837.50
	ADD. ALT. 1 CONSTRUCTION TOTAL				\$ 32,512.50		\$ 7,369.50		\$ 10,837.50
	SUBTOTAL OF BASE BID WITH ADDITIVE ALTERNATE 1				\$ 289,014.00		\$ 230,891.97		\$ 263,879.75
	BASE BID WITH ADDITIVE ALTERNATE 1 WITH NMGR				\$ 313,218.92		\$ 250,229.17		\$ 288,376.26

PREPARED BY CMS 8/1/25

 *Yellow Highlight Represents a Mathematical Error

 *Red Highlight Represents a Non-Responsive Submission

I, Christie Soudky, P.E. do hereby certify that this bid tabulation was prepared under my supervision and I am a duly registered professional engineer under the laws of the State of New Mexico.

Christie Soudky

Michelle Lujan Grisham
Governor

Clay Bailey
Director

Linda M Trujillo
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION
2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **HIGHLAND ENTERPRISES INC**
PERMANENT LICENSE #4460

Located at: P.O. BOX 2409, LAS CRUCES, NM 88004

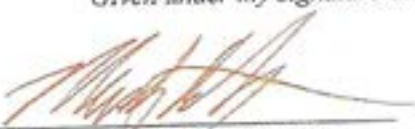
Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

GA98, GB98, GF01, GF03, GF04, GF05, GF08, GF09

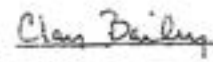
And to permit or contract projects singly in New Mexico of a dollar amount up to:

UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on


Signature of Contractor

01/24/1972


Clay Bailey
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable.

List of Certified Companies

July 1, 2024

ACE American Insurance Company

(NAIC #22667)

BUSINESS ADDRESS: 436 Walnut Street P.O. Box 1000, Philadelphia, PA 19106

PHONE: (215) 640-1000

UNDERWRITING LIMITATION b/: \$494,427,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY

INCORPORATED IN: Pennsylvania

ACE Property and Casualty Insurance Company

(NAIC #20699)

BUSINESS ADDRESS: 436 WALNUT STREET, P.O. Box 1000, Philadelphia, PA 19106

PHONE: (215) 640-1000

UNDERWRITING LIMITATION b/: \$367,529,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Pennsylvania

ACSTAR INSURANCE COMPANY

(NAIC #22950)

BUSINESS ADDRESS: 30 SOUTH ROAD, FARMINGTON, CT 06032

PHONE: (860) 415-8400

UNDERWRITING LIMITATION b/: \$1,935,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Illinois

ACUITY, A Mutual Insurance Company

(NAIC #14184)

PHONE: (860) 547-5000

UNDERWRITING LIMITATION b/: \$91,288,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Indiana

Hartford Fire Insurance Company

(NAIC #19682)

BUSINESS ADDRESS: One Hartford Plaza, Hartford, CT 06155 - 0001

PHONE: (860) 547-5000

UNDERWRITING LIMITATION b/: \$1,198,606,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY

INCORPORATED IN: Connecticut

Hartford Insurance Company of the Midwest

(NAIC #37478)

BUSINESS ADDRESS: One Hartford Plaza, Hartford, CT 06155 - 0001

PHONE: (860) 547-5000

UNDERWRITING LIMITATION b/: \$44,802,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Indiana

HDI Global Select Insurance Company

(NAIC #14265)

BUSINESS ADDRESS: 161 N. Clark Street - 48th Floor, Chicago, IL 60601

PHONE: (312) 580-1900

UNDERWRITING LIMITATION b/: \$910,000

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Indiana

Hudson Insurance Company

(NAIC #25054)

BUSINESS ADDRESS: 100 William Street, 5th Floor, New York, NY 10038

PHONE: (212) 978-2800

UNDERWRITING LIMITATION b/: \$67,989,000

SURETY LICENSES c/f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Delaware

IMT Insurance Company

(NAIC #14257)

BUSINESS ADDRESS: P.O. Box 1336, Des Moines, IA 50306 - 1336

PHONE: (515) 453-0777

UNDERWRITING LIMITATION b/: \$15,840,000

SURETY LICENSES c/f/: AZ, IL, IA, MN, MO, NE, ND, SD, WI

INCORPORATED IN: Iowa

Indemnity Insurance Company of North America

(NAIC #43575)

BUSINESS ADDRESS: 436 WALNUT STREET, P.O. Box 1000, Philadelphia, PA 19106

PHONE: (215) 640-1000

UNDERWRITING LIMITATION b/: \$17,124,000

SURETY LICENSES c/f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY

INCORPORATED IN: Pennsylvania

Indemnity National Insurance Company

(NAIC #18468)

BUSINESS ADDRESS: 238 Bedford Way, Franklin, TN 37064

PHONE: (615) 592-5346

UNDERWRITING LIMITATION b/: \$11,425,000

SURETY LICENSES c/f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY

INCORPORATED IN: Mississippi

New Mexico Department of Transportation
Prequalified Contractors and Subcontractors List
July 11, 2025

*This list is renewed once a month.

CW POWER SOLUTIONS LLC.	Albuquerque, NM	87111	5/22/2025	5/21/2026	1.000
CWA Strategic Communications	Albuquerque, NM	87111	10/15/2024	10/14/2025	1.000
Daniel B. Stephens & Associates, Inc.	Albuquerque, NM	87110	7/1/2025	6/30/2026	1.000
DeRear Industries, Inc.	West Richland, WA	99353	9/19/2024	9/9/2025	1.000
Deming Excavating, Inc.	Deming, NM	88030	8/1/2024	7/31/2025	1.000
Desert Fox, LLC	Peseta, NM	87042	5/15/2025	5/14/2026	1.000
Desert West Enterprises, LLC	Roswell, NM	88202	6/10/2025	6/9/2026	1.000
Design Technologies	Farmacos, NM	88033	10/18/2024	10/17/2025	1.000
Detect, LLC	Castle Rock, CO	80108	10/23/2024	10/22/2025	1.000
Deton, Inc. DBA Staten Bros, Inc.	Aurora, CO	80014	6/23/2025	6/22/2026	1.000
DH Underground Inc.	Albuquerque, NM	87109	4/10/2025	4/9/2026	1.000
Diamond Construction Inc. of Las Cruces	Las Cruces, NM	88007	10/30/2024	10/29/2025	1.000
Diamond Surface, Inc.	Rogers, NM	55274	4/10/2025	4/9/2026	1.000
Disruptive Construction	Albuquerque, NM	87107	1/29/2025	1/28/2026	1.000
Division 77 Communications, LLC	Albuquerque, NM	87114	9/16/2024	9/15/2025	1.000
DriveWays Ltd.	Edmonton, Alberta Canada	10448	6/5/2025	6/4/2026	1.000
DuCross Construction LLC	Las Cruces, NM	88013	1/8/2025	1/7/2026	1.000
Dustall, Inc.	Tombala, KS	67144	4/23/2025	4/21/2026	1.000
E2RC, LLC	Bernalillo, NM	87004	7/26/2024	7/25/2025	1.000
Egis BLN USA, Inc.	Indianapolis, IN	46250	12/8/2024	12/8/2025	1.000
El Terrero Construction LLC	Rio Rancho, NM	87174	11/5/2024	11/4/2025	0.950
Emery Sapp & Sons, Inc.	Columbia, MO	65202	1/8/2025	1/5/2026	1.000
Enchantment Fences, LLC	Albuquerque, NM	87105	8/8/2024	8/7/2025	1.000
Enviro Drill	Albuquerque, NM	87113	6/20/2024	6/19/2025	1.000
Fahner Asphalt Sealers, LLC	Plover, WI	54467	3/20/2025	3/19/2026	1.000
FC Traffic Control, Inc.	Amesbury, TX	79105	3/13/2025	3/12/2026	1.000
Ferre & Company	Albuquerque, NM	87107	12/20/2024	12/19/2025	1.000
Fisher Sand & Gravel - New Mexico, Inc.	Pueblitas, NM	87043	2/28/2025	2/27/2026	0.932
Flame On, Inc.	Monroe, WA	98272	3/28/2025	3/27/2026	1.000
FNF Construction, Inc.	Tampa, AZ	85381	4/2/2025	4/1/2026	0.900
Franklin's Earthmoving, Inc.	Albuquerque, NM	87107	6/23/2025	6/22/2026	1.000
Freyssinet, Inc.	Sterling, VA	20166	4/3/2025	4/2/2026	1.000
General Hydraulics Concrete, LLC	Aurora, NM	88310	3/3/2025	3/2/2026	1.000
GEOMAT Inc.	Farmington, NM	87401	1/27/2025	1/26/2026	1.000
George Steel Services, LLC	Albuquerque, NM	87105	4/29/2025	4/28/2026	1.000
Geostabilization International, LLC	Commerce City, CO	80022	1/21/2025	1/20/2026	1.000
GeoTels, Inc.	Albuquerque, NM	87107	12/3/2024	12/2/2025	1.000
Geo-Test, Inc.	Santa Fe, NM	87507	7/17/2024	7/16/2025	1.000
Gib Cox, Inc.	Rio Rancho, NM	87124	2/24/2025	2/23/2026	1.000
Giles Enterprise LLC	Tijeras, NM	87050	11/20/2024	11/19/2025	1.000
GM Envision, LLC	Santa Fe, NM	87507	2/7/2025	2/6/2026	0.950
GME General Building LLC	Santa Fe, NM	87507	6/6/2025	6/5/2026	1.000
Grandin Testing Lab, Inc.	Las Lunas, NM	87031	10/10/2024	10/9/2025	1.000
Granite Construction Company	Watsonville, CA	95077	1/31/2025	1/30/2026	1.000
GRI, Engineers, Inc.	Cleveland, OH	44139	8/30/2024	8/29/2025	1.000
Grounding Excavating, Inc.	Albuquerque, NM	87107	5/27/2025	5/26/2026	1.000
Groundwater Partners Inc.	Albuquerque, NM	87109	4/23/2025	4/21/2026	1.000
Gutman Construction Solutions LLC	Albuquerque, NM	87106	1/29/2025	1/28/2026	1.000
HWC Construction Inc.	Lovington, NM	88260	8/5/2024	8/4/2025	1.000
H.G. Construction, Inc.	Albuquerque, NM	87119	5/29/2025	5/28/2026	1.000
HMK Construction, LLC	Tijeras, NM	87050	5/23/2025	5/22/2026	1.000
Hard Rock Builders, Inc.	Farmington, NM	87401	5/29/2025	5/28/2026	1.000
Hardy Hole Drilling, LLC	El Paso, TX	79912	3/25/2025	3/24/2026	1.000
Hausa Contracting Co., Inc.	Albuquerque, NM	87125	8/6/2024	8/5/2025	0.935
Hernandez Concrete Pumping, Inc.	Albuquerque, NM	87184	8/16/2024	8/15/2025	1.000
HV Sarcise Refining & Marketing, LLC	Albuquerque, NM	87125	3/4/2025	3/3/2026	1.000
Highland Enterprises, Inc.	Las Cruces, NM	88004	1/31/2025	1/30/2026	1.000
Horizon Environmental Services, Inc.	Dorango, CO	81302	1/7/2025	1/6/2026	1.000
Horusco LLC	Albuquerque, NM	87110	3/11/2025	3/10/2026	1.000
Howe Precast Concrete Barriers, Inc.	Queen Creek, AZ	85142	3/24/2025	3/23/2026	1.000
Huitt-Julkens, Inc.	Dallas, TX	75240	11/4/2024	11/3/2025	1.000
I & A Construction, LLC	Deming, NM	88030	9/3/2024	9/2/2025	1.000
Inspections Plus, LLC	Albuquerque, NM	87113	8/23/2024	8/21/2025	1.000
Integrated Technologies Corporation	Albuquerque, NM	87107	4/5/2025	4/4/2026	1.000
Intermountain Slurry Seal, Inc.	Watsonville, CA	95077	1/31/2025	1/30/2026	1.000
IRE LTD	Albuquerque, NM	87109	4/28/2025	4/27/2026	1.000
J & E Utilities Service LLC	Albuquerque, NM	87106	3/7/2025	3/6/2026	1.000
J & H Services, Inc.	Albuquerque, NM	87109	2/10/2025	2/9/2026	1.000
J & M Trucking, LLC	Hatch, NM	87607	9/17/2024	9/16/2025	1.000
J. Arnone Associates, LLC	Chimayo, NM	87522	2/24/2025	2/23/2026	1.000
J.R. STRONG INC	Anton Chico, NM	87711	5/29/2025	5/19/2026	1.000
JCB Enterprises, LLC	Las Cruces, NM	88005	3/24/2025	3/23/2026	1.000
James Hamilton Construction Co.	Silver City, NM	88062	6/23/2025	6/22/2026	1.000
Jaynes Corporation	Albuquerque, NM	87107	1/13/2025	1/12/2026	1.000
Jennifer Services	Canonburg, PA	15317	2/24/2025	2/23/2026	1.000
JFQ Construction, INC.	Albuquerque, NM	87125	4/10/2025	4/9/2026	1.000
JGF Bull LLC	Las Cruces, NM	88005	12/9/2024	12/8/2025	1.000
J-H Supply Company, Inc.	Albuquerque, NM	87113	6/5/2025	6/4/2026	1.000
JLX Triste, LLC	Hatch, NM	87607	9/16/2024	9/15/2025	1.000
Jordan Foster Construction New Mexico, LLC	Santa Teresa, NM	88008	7/8/2025	7/7/2026	1.000
J Steel Construction LLC	Albuquerque, NM	87105	6/10/2025	6/9/2026	1.000
E. Barnett & Sons, Inc.	Clovis, NM	88102	8/27/2024	8/26/2025	0.980



CITY OF TRUTH OR CONSEQUENCES - RALPH EDWARDS PARK NEW BOAT ACCESS RAMP AND DOCK
BID TABULATION 7/14/2025

Project No:	24-000-166-00			LAS CRUCES CONSTRUCTION, LLC		HIGHLAND ENTERPRISES INC.		Engineers Estimate	
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT COST	Amount	UNIT COST	Amount	UNIT COST	Amount
CONSTRUCTION BASE BID ITEMS									
1	CLEARING AND GRUBBING	LS	1	\$ 9,018.00	\$ 9,018.00	\$ 1,542.87	\$ 1,542.87	\$ 1,222.14	\$ 1,222.14
2	UNCLASSIFIED EXCAVATION	C.Y.	830	\$ 42.69	\$ 35,432.70	\$ 42.77	\$ 35,499.10	\$ 20.00	\$ 16,600.00
3	STRUCTURAL CONCRETE, CLASS AA	S.Y.	30	\$ 1,434.60	\$ 43,038.00	\$ 2,252.50	\$ 67,575.00	\$ 2,000.00	\$ 60,000.00
4	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$ 25,169.00	\$ 25,169.00	\$ 1,570.00	\$ 1,570.00	\$ 5,000.00	\$ 5,000.00
5	WIRE ENCLOSED RIPRAP CLASS A	C.Y.	60	\$ 583.93	\$ 35,035.80	\$ 415.80	\$ 24,948.00	\$ 500.00	\$ 30,000.00
6	SWPPP PLAN PREPARATION AND MAINTENANCE	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,444.29	\$ 2,444.29
7	TRAFFIC CONTROL MANAGEMENT	LS	1			\$ 2,252.00	\$ 2,252.00	\$ 611.07	\$ 611.07
8	MOBILIZATION	LS	1	\$ 37,995.62	\$ 37,995.62	\$ 33,730.00	\$ 33,730.00	\$ 12,221.44	\$ 12,221.44
9	PRECONSTRUCTION UTILITY SURVEY	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00
10	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	1	\$ 4,764.00	\$ 4,764.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00
11	CONSTRUCTION STAKING BY THE CONTRACTOR	LS	1	\$ 9,940.24	\$ 9,940.24	\$ 8,800.00	\$ 8,800.00	\$ 1,666.43	\$ 1,666.43
12	62 DOCK PREFABRICATED FLOATING BOAT RAMP INCL. GANGWAY, KAYAK LAUNCH, FLOATING RAMP, ETC.	LS	1	\$ 74,312.64	\$ 74,312.64	\$ 82,000.00	\$ 82,000.00	\$ 50,614.38	\$ 50,614.38
	MATERIAL TESTING (NOT ON BID FORM)						\$ 3,725.00		
	SUBTOTAL OF BASE BID ITEMS				\$ 259,014.00		\$ 224,091.97		\$ 153,879.75
	ENGINEERING & CONTINGENCY @ 7%								\$ 10,771.58
	NM GROSS RECEIPTS TAX (NMGR) @ 8.3750%				\$ 21,692.42		\$ 18,767.70		\$ 12,887.43
	CONSTRUCTION TOTAL				\$ 280,706.42		\$ 242,859.67		\$ 177,538.76
	PROFESSIONAL SERVICES								
	ACCEPTANCE MATERIAL TESTING @ 5%				\$ 14,035.32		\$ 12,142.98		\$ 8,876.94
	PROFESSIONAL SERVICES TOTAL				\$ 14,035.32		\$ 12,142.98		\$ 8,876.94
	TOTAL PROJECT COSTS				\$ 294,741.74		\$ 255,002.66		\$ 186,415.70

ADDITIVE ALTERNATIVE 1				LAS CRUCES CONSTRUCTION, LLC		HIGHLAND ENTERPRISES INC.		Engineers Estimate	
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT COST	Amount	UNIT COST	Amount	UNIT COST	Amount
13	TEMPORARY DIVERSION DICE	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 6,800.00	\$ 6,800.00	\$ 10,000.00	\$ 10,000.00
	SUBTOTAL OF ADD. ALT. 1 ITEMS				\$ 30,000.00		\$ 6,800.00		\$ 10,000.00
	NM GROSS RECEIPTS TAX (NMGR) @ 8.3750%				\$ 2,512.50		\$ 569.50		\$ 837.50
	ADD. ALT. 1 CONSTRUCTION TOTAL				\$ 32,512.50		\$ 7,369.50		\$ 10,837.50
	BASE BID WITH ADDITIVE ALTERNATE 1 WITH NMGR				\$ 313,218.92		\$ 250,229.17		\$ 188,376.26

PREPARED BY CMS 8/1/25

* Yellow Highlight Represents a Mathematical Error

* Red Highlight Represents a Non-Responsive Submission

\$289,014.00 \$230,891.97

These totals were not included on the bid tab but they are base bid + add all total without NMGR