



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 22, 2025

Agenda Item #: F.3

SUBJECT: Purchases Over \$60,000.00
DEPARTMENT: Finance
DATE SUBMITTED: October 17, 2025
SUBMITTED BY: Jocelyn Holguin, Finance Director
WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

Summary/Background:

F. CONSENT CALENDAR

Per Resolution No 46 20/21 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases Over \$20,000. 00).

Recommendation:

Items \$60,000 and over for Commission approval prior to issuing a purchase order.

Attachments:

- ITB #2025-09-007 SHOVEL READY PROJECT 1-NOTICE OF AWARD- J & H SERVICES INC.-LOWEST BIDDER

Fiscal Impact (Finance): N/A

Yes, see attached: Multi-Funding Sources: \$5,765,435.12

Legal Review (City Attorney): N/A

Yes, Contract Agreement

Approved For Submittal By: ☒ Department Director

Reviewed by: ☐ City Clerk ☒ Finance ☒ Legal ☒ Other: Wilson & Co.

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10/22/2025

*Rolf Hechler
Mayor*



*Destiny Mitchell
Commissioner*

*Amanda Forrister
Mayor Pro-Tem*

*Ingo Hoepfner
Commissioner*

*Merry Jo Fahl
Commissioner*

*Gary Whitehead
City Manager*

505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-7767
www.torcnm.org

October 17, 2025

To City Mayor, Pro-Tem and Commissioners,

RE: ITB #2025-09-007 SHOVEL READY PROJECT 1- NOTICE OF AWARD

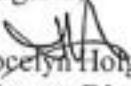
The Procurement Department along with Community Development and Wilson & Company issued an Invitation to Bid for the Shovel Ready Project 1. Shovel ready project beginning on Cook Street Tank in alignment on to Broadway Street, proceeding from Henson Street terminating at Morgan Street. The waterline project lowest qualified bidder is J&H Services.

There were (4) responsive bids submitted, J& H Services has been selected for contract award. We are requesting Commission approval to move forward with the project. Attached packet includes intent to award, bid tabulation and agreement. I will defer to Traci Alvarez, Assistant City Manager, in my absence as I will be away at conference. Thank you.

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

Multi-Funding Sources : \$5,765,435.12

Regards,


Jocelyn Holguin
Finance Director

Commission Approved: Yes ☐ No ☐ Tabled ☐

Date of Approval/ Denied/Tabled: _____

Notes: _____ Requisition #95439

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

October 16, 2025

T or C Shovel Ready Bidders

To Whom it May Concern,

Re: Notice of Intent: City of Truth or Consequences Shovel Ready Water Projects 1

Thank you for your interest and bid on the Shovel Ready Water Project. Your time and effort were much appreciated.

Bids were received at the City of Truth or Consequences Finance Department located at 505 Sims Street, Truth or Consequences, NM, on Thursday, October 9th, 2025, until 2:00 pm MST local time. At 2:15 pm MST, October 9, 2025, the bids were moved to the Commission Chambers at 405 W 3rd Street, Truth or Consequences, NM to be publicly opened and read. The following bids were received:

No.	Company	Base Bid (excl. NMGR)
1	J & H Services Inc	\$5,319,894.00
2	SMITHCO Construction, Inc.	\$5,509,102.00
3	DUB-L-EE LLC	\$5,998,882.84
4	TLC Company, Inc	\$6,405,829.00

A complete tabulation of bids is attached. The evaluation of the bid is based on the Base Bid. Four bids were received from J & H Services Inc, Smithco Construction Inc, DUB-L-EE LLC, and TLC Company Inc. The low bidder was J & H Services Inc based on the Base Bid.

Based on the information provided we, therefore, will proceed with awarding the contract for the City of Truth or Consequences Shovel Ready Water Projects 1 to J & H Services Inc for a total contract award amount of \$5,319,894.00, excluding NMGR with a the NMGR of \$445,541.12, for a total contract amount of \$5,765,435.12 w/ NMGR.

Sincerely,

Jocelyn Holguin

Finance Director/ CPO
City of Truth or Consequences

[illegible][illegible]

Category of expenditure	2008-09		Majority of expenditure
	Actual	Revised	
Agriculture			
1. Salaries and allowances	1,00,00,00,00	1,00,00,00,00	100%
2. Pension and gratuity	10,00,00,00	10,00,00,00	100%
3. Medical	5,00,00,00	5,00,00,00	100%
4. Fuel and transport	1,00,00,00	1,00,00,00	100%
5. Telephone	1,00,00,00	1,00,00,00	100%
6. Printing and stationery	1,00,00,00	1,00,00,00	100%
7. Postage and telegrams	1,00,00,00	1,00,00,00	100%
8. Travelling	1,00,00,00	1,00,00,00	100%
9. Entertainment	1,00,00,00	1,00,00,00	100%
10. Repairs and maintenance	1,00,00,00	1,00,00,00	100%
11. Purchase of furniture and fixtures	1,00,00,00	1,00,00,00	100%
12. Purchase of equipment	1,00,00,00	1,00,00,00	100%
13. Purchase of land and buildings	1,00,00,00	1,00,00,00	100%
14. Purchase of stock	1,00,00,00	1,00,00,00	100%
15. Purchase of consumables	1,00,00,00	1,00,00,00	100%
16. Purchase of services	1,00,00,00	1,00,00,00	100%
17. Purchase of goods	1,00,00,00	1,00,00,00	100%
18. Purchase of capital assets	1,00,00,00	1,00,00,00	100%
19. Purchase of intangible assets	1,00,00,00	1,00,00,00	100%
20. Purchase of financial assets	1,00,00,00	1,00,00,00	100%
21. Purchase of investments	1,00,00,00	1,00,00,00	100%
22. Purchase of loans	1,00,00,00	1,00,00,00	100%
23. Purchase of securities	1,00,00,00	1,00,00,00	100%
24. Purchase of derivatives	1,00,00,00	1,00,00,00	100%
25. Purchase of options	1,00,00,00	1,00,00,00	100%
26. Purchase of futures	1,00,00,00	1,00,00,00	100%
27. Purchase of swaps	1,00,00,00	1,00,00,00	100%
28. Purchase of bonds	1,00,00,00	1,00,00,00	100%
29. Purchase of stocks	1,00,00,00	1,00,00,00	100%
30. Purchase of commodities	1,00,00,00	1,00,00,00	100%
31. Purchase of metals	1,00,00,00	1,00,00,00	100%
32. Purchase of minerals	1,00,00,00	1,00,00,00	100%
33. Purchase of energy	1,00,00,00	1,00,00,00	100%
34. Purchase of water	1,00,00,00	1,00,00,00	100%
35. Purchase of electricity	1,00,00,00	1,00,00,00	100%
36. Purchase of gas	1,00,00,00	1,00,00,00	100%
37. Purchase of oil	1,00,00,00	1,00,00,00	100%
38. Purchase of coal	1,00,00,00	1,00,00,00	100%
39. Purchase of iron ore	1,00,00,00	1,00,00,00	100%
40. Purchase of copper	1,00,00,00	1,00,00,00	100%
41. Purchase of gold	1,00,00,00	1,00,00,00	100%
42. Purchase of silver	1,00,00,00	1,00,00,00	100%
43. Purchase of platinum	1,00,00,00	1,00,00,00	100%
44. Purchase of palladium	1,00,00,00	1,00,00,00	100%
45. Purchase of rhodium	1,00,00,00	1,00,00,00	100%
46. Purchase of iridium	1,00,00,00	1,00,00,00	100%
47. Purchase of osmium	1,00,00,00	1,00,00,00	100%
48. Purchase of ruthenium	1,00,00,00	1,00,00,00	100%
49. Purchase of technetium	1,00,00,00	1,00,00,00	100%
50. Purchase of yttrium	1,00,00,00	1,00,00,00	100%
51. Purchase of zirconium	1,00,00,00	1,00,00,00	100%
52. Purchase of niobium	1,00,00,00	1,00,00,00	100%
53. Purchase of molybdenum	1,00,00,00	1,00,00,00	100%
54. Purchase of chromium	1,00,00,00	1,00,00,00	100%
55. Purchase of manganese	1,00,00,00	1,00,00,00	100%
56. Purchase of iron	1,00,00,00	1,00,00,00	100%
57. Purchase of steel	1,00,00,00	1,00,00,00	100%
58. Purchase of aluminium	1,00,00,00	1,00,00,00	100%
59. Purchase of magnesium	1,00,00,00	1,00,00,00	100%
60. Purchase of zinc	1,00,00,00	1,00,00,00	100%
61. Purchase of cadmium	1,00,00,00	1,00,00,00	100%
62. Purchase of mercury	1,00,00,00	1,00,00,00	100%
63. Purchase of lead	1,00,00,00	1,00,00,00	100%
64. Purchase of tin	1,00,00,00	1,00,00,00	100%
65. Purchase of antimony	1,00,		

Country or territory	Population	Population (millions)
A		
Algeria	34,000,000	34.0
Angola	14,000,000	14.0
Argentina	36,000,000	36.0
Australia	19,000,000	19.0
Austria	8,000,000	8.0
Bahamas	270,000	0.27
Bahrain	1,200,000	1.2
Bangladesh	120,000,000	120.0
Barbados	280,000	0.28
Belarus	10,000,000	10.0
Belgium	10,000,000	10.0
Belize	400,000	0.4
Benin	10,000,000	10.0
Bhutan	2,500,000	2.5
Bolivia	9,000,000	9.0
Bosnia and Herzegovina	3,500,000	3.5
Botswana	2,000,000	2.0
Brazil	170,000,000	170.0
Bulgaria	8,000,000	8.0
Burkina Faso	14,000,000	14.0
Burundi	7,000,000	7.0
Cambodia	14,000,000	14.0
Cameroon	16,000,000	16.0
Canada	31,000,000	31.0
Cape Verde	500,000	0.5
Casakhstan	15,000,000	15.0
Catalina	1,000,000	1.0
Cayman Islands	40,000	0.04
Czechia	10,000,000	10.0
Dominica	70,000	0.07
Dominican Republic	10,000,000	10.0
DRC	60,000,000	60.0
Ecuador	16,000,000	16.0
Egypt	75,000,000	75.0
El Salvador	5,000,000	5.0
Equatorial Guinea	1,000,000	1.0
Eritrea	5,000,000	5.0
Estonia	1,000,000	1.0
Ethiopia	80,000,000	80.0
Fiji	800,000	0.8
Finland	5,000,000	5.0
France	64,000,000	64.0
Gabon	1,500,000	1.5
Gambia	1,500,000	1.5
Germany	82,000,000	82.0
Ghana	20,000,000	20.0
Greece	11,000,000	11.0
Greenland	50,000	0.05
Guatemala	15,000,000	15.0
Guinea	10,000,000	10.0
Guinea-Bissau	1,500,000	1.5
Haiti	10,000,000	10.0
Honduras	7,000,000	7.0
Hungary	10,000,000	10.0
Iceland	300,000	0.3
India	1,000,000,000	1,000.0
Indonesia	200,000,000	200.0
Iran	70,000,000	70.0
Ireland	4,000,000	4.0
Israel	6,000,000	6.0
Italy	60,000,000	60.0
Jamaica	2,500,000	2.5
Japan	125,000,000	125.0
Jordan	5,000,000	5.0
Kazakhstan	15,000,000	15.0
Kenya	25,000,000	25.0
Korea	45,000,000	45.0
Kosovo	2,000,000	2.0
Kuwait	2,500,000	2.5
Kyrgyzstan	5,000,000	5.0
Laos	6,000,000	6.0
Latvia	2,500,000	2.5
Lebanon	4,000,000	4.0
Lesotho	2,000,000	2.0
Lithuania	3,000,000	3.0
Luxembourg	500,000	0.5
Macao	550,000	0.55
Macedonia	2,000,000	2.0
Madagascar	18,000,000	18.0
Malawi	18,000,000	18.0
Malaysia	20,000,000	20.0
Maldives	300,000	0.3
Mali	15,000,000	15.0
Malta	400,000	0.4
Mauritania	3,000,000	3.0
Mauritius	1,200,000	1.2
Mexico	100,000,000	100.0
Moldova	4,000,000	4.0
Mongolia	2,500,000	2.5
Montenegro	600,000	0.6
Morocco	30,000,000	30.0
Mozambique	20,000,000	20.0
Myanmar	50,000,000	50.0
Namibia	2,000,000	2.0
Nepal	25,000,000	25.0
Netherlands	16,000,000	16.0
New Zealand	4,000,000	4.0
Nicaragua	5,000,000	5.0
Niger	15,000,000	15.0
Nigeria	150,000,000	150.0
North Macedonia	2,000,000	2.0
Norway	4,500,000	4.5
Oman	3,000,000	3.0
Pakistan	150,000,000	150.0
Panama	3,500,000	3.5
Papua New Guinea	7,000,000	7.0
Paraguay	6,500,000	6.5
Peru	28,000,000	28.0
Philippines	85,000,000	85.0
Poland	38,000,000	38.0
Portugal	10,000,000	10.0
Romania	22,000,000	22.0
Russia	143,000,000	143.0

[illegible]

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between The City of Truth or Consequences ("Owner") and [J & H Services Inc] ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project includes the replacement and new installation of approximately 19 linear feet (LF) of 4-inch waterline, 970 LF of 6-inch waterline, 2,860 LF of 8-inch waterline, 3,959 LF of 10-inch waterline, and 5,647 LF of 12-inch C-900 DR-18 PVC waterline using open trench methods. It also includes the installation of approximately 74 LF of 18-inch steel casing by jack and bore, as well as 170 LF of 8-inch fusible PVC and 456 LF of 12-inch fusible PVC waterline segments installed by horizontal directional drilling. Some of the waterline replacements will occur within NMDOT right-of-way.

The scope of work also includes the installation of a 300,000-gallon storage tank, cathodic protection, and a transducer, along with the replacement of water service lines and the installation of valves, meters, hydrants, and connections to the existing system. Roadway work consists of asphalt removal and replacement to facilitate trenching and site restoration.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **City of Truth or Consequences Shovel Ready Water Projects 1**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Wilson & Company Inc., Engineers & Architects ("Engineer")** to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by the **Wilson & Company Inc., Engineers & Architects ("Engineer")**.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **370** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and

completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **400** days after the date when the Contract Times commence to run.

4.05 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$1,570.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1,570.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5— CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ITEM NO.	DESCRIPTION	UNIT	QTY	BID UNIT PRICE	BID AMOUNT
ALLOWANCES AND MISCELLANEOUS					
1	Mobilization & Demobilization	LS	1	\$480,000.00	\$480,000.00
2	SWPPP Preparation	LS	1	\$6,500.00	\$6,500.00
3	SWPPP Implementation and inspection	LS	1	\$10,500.00	\$10,500.00

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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and American Society of Civil Engineers. All rights reserved.

ITEM NO.	DESCRIPTION	UNIT	QTY	BID UNIT PRICE	BID AMOUNT
4	Construction Survey to include staking, layout and identifying project boundaries.	LS	1	\$120,000.00	\$120,000.00
5	Traffic Control	LS	1	\$171,000.00	\$171,000.00
6	Utility Relocation	ALLW	1	\$75,000.00	\$75,000.00
7	Material Testing Allowance	ALLW	1	\$30,000.00	\$30,000.00
8	Subsurface Utility Locating	ALLW	1	\$100,000.00	\$100,000.00
9	SCADA Programing Allowance	ALLW	1	\$4,000.00	\$4,000.00
9a	Residential Meters	ALLW	1	\$15,200.00	\$15,200.00
IMPROVEMENTS TO DISTRIBUTION SYSTEM					
10	4" Waterline C-900 DR-18 PVC Pipe Installed	LF	125	\$38.00	\$4,750.00
11	6" Waterline C-900 DR-18 PVC Pipe Installed	LF	1,147	\$44.00	\$50,468.00
12	8" Waterline C-900 DR-18 PVC Pipe Installed	LF	2,890	\$53.00	\$153,170.00
13	10" Waterline C-900 DR-18 PVC Pipe Installed	LF	3,989	\$64.00	\$255,296.00
13a	12" Waterline C-900 DR-18 PVC Pipe Installed	LF	5,544	\$76.00	\$421,344.00
13b	Furnish and Install 16-inch steel casing for Main St. crossing, (include trenchless installation, all materials, labor, carrier pipe, restraints, casing spacers, end seals, bore and receiving pit excavation, backfill, compaction, removal of waste excavation and site restoration), CIP	LF	12	\$265.00	\$3,180.00
15	Furnish and Install 18-inch steel casing for N. Date St. crossing, (include trenchless installation, all materials, labor, carrier pipe, restraints, casing spacers, end seals, bore and receiving pit excavation, backfill, compaction, removal of waste excavation and site restoration), CIP	LF	74	\$750.00	\$55,500.00
16	Furnish and Install 12-inch C900 FPVC for S Broadway St Alignment crossing, (include trenchless installation, all materials, labor, restraints, end seals, bore and receiving pit excavation, backfill, compaction, removal of waste excavation and site restoration), CIP	LF	497	\$455.00	\$226,135.00

ITEM NO.	DESCRIPTION	UNIT	QTY	BID UNIT PRICE	BID AMOUNT
17	Furnish and Install 8-inch C900 FPVC for Second Ave Alignment crossing, (include trenchless installation, all materials, labor, restraints, end seals, bore and receiving pit excavation, backfill, compaction, removal of waste excavation and site restoration), CIP	LF	170	\$255.00	\$43,350.00
19	4" PVC pipe restrained coupling installed Series	EA	14	\$1,650.00	\$23,100.00
20	6" PVC pipe restrained coupling installed Series	EA	7	\$1,740.00	\$12,180.00
20a	8" PVC pipe restrained coupling installed Series	EA	8	\$2,000.00	\$16,000.00
22	12" PVC pipe restrained coupling installed Series	EA	4	\$2,500.00	\$10,000.00
23	4" Gate Valves w/ Valve Can, CIP 2333	EA	2	\$2,200.00	\$4,400.00
24	6" Gate Valves w/ Valve Can, CIP 2333	EA	16	\$2,500.00	\$40,000.00
25	8" Gate Valves w/ Valve Can, CIP 2333	EA	23	\$3,400.00	\$78,200.00
26	10" Gate Valves w/ Valve Can, CIP 2333	EA	18	\$4,500.00	\$81,000.00
26a	12" Gate Valves w/ Valve Can, CIP 2333	EA	10	\$5,600.00	\$56,000.00
28	1 "Combination Air Release Valve (CARV) Assembly	EA	4	\$8,100.00	\$32,400.00
29	3 1/2'-Depth Fire Hydrant w/ Piping, Valves, and Connection	EA	12	\$9,200.00	\$110,400.00
30	3 1/2'-Depth Flush Hydrant w/ Piping, Valves, and Connection	EA	4	\$7,000.00	\$28,000.00
31	Pressurized Waterline Connections, CIP	EA	32	\$4,700.00	\$150,400.00
32	Ductile Iron MJ Fittings, All Sizes, Class 25, CIP	LB	19,686	\$8.00	\$157,488.00
33	Mechanically Restrained Joints, DI & PVC, 4"-8", CIP	EA	279	\$430.00	\$119,970.00
34	Mechanically Restrained Joints, DI & PVC, 10"-12", CIP	EA	163	\$900.00	\$146,700.00
35	Mechanically Restrained Joints, DI & PVC, 14"-16", CIP	EA	1	\$1,000.00	\$1,000.00

ITEM NO.	DESCRIPTION	UNIT	QTY	BID UNIT PRICE	BID AMOUNT
35a	Water Meter Box Remove & Replace (by Open Trench) (Including connectors & smart valve, potholing, bedding, connections to new water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration), CIP (CU-107)	EA	47	\$2,200.00	\$103,400.00
35b	Water Meter Box Remove & Replace (Trenchless) (Including connectors & smart valve, potholing, bedding, connections to new water main, connection to existing water service line include all fittings regardless of materials and types of appurtenances, all material, labor, tapping saddle, corporation stop, fittings, associated appurtenances, backfilling and site restoration), CIP (CU-107)	EA	21	\$2,500.00	\$52,500.00
37	6" Pipe Cut and Cap existing line to include two Caps, restrain Block, trust Blocking, Asphalt pavement, saw cut, remove, dispose, and replacement In-kind. Base course replacement in-kind incidental, CIP.(CU-107)	EA	14	\$2,900.00	\$40,600.00
37a	8" Pipe Cut and Cap existing line to include two Caps, restrain Block, trust Blocking, Asphalt pavement, saw cut, remove, dispose, and replacement In-kind. Base course replacement in-kind incidental, CIP.(CU-107)	EA	26	\$3,000.00	\$78,000.00
39	12" Pipe Cut and Cap existing line to include two Caps, restrain Block, trust Blocking, Asphalt pavement, saw cut, remove, dispose, and replacement In-kind. Base course replacement in-kind incidental, CIP.(CU-107)	EA	2	\$4,300.00	\$8,600.00
40	14" Pipe Cut and Cap existing line to include two Caps, restrain Block, trust Blocking, Asphalt pavement, saw cut, remove, dispose, and replacement In-kind. Base course replacement in-kind incidental, CIP.(CU-107)	EA	1	\$6,100.00	\$6,100.00
41	Dewatering of Trench and Bore Pits, CIP	LF	750	\$380.00	\$285,000.00

ITEM NO.	DESCRIPTION	UNIT	QTY	BID UNIT PRICE	BID AMOUNT
ROADWAY					
41a	Asphalt Roadway, Remove, Dispose and Replace with SP IV, 3" Thick for Residential Streets, include Base Course and, Subgrade Prep, CIP	SY	6,138	\$55.00	\$337,590.00
41b	Asphalt Roadway, Remove, Dispose and Replace with SP III, 4" Thick for NMDOT ROW, include Base Course and Subgrade Prep, CIP	SY	329	\$60.00	\$19,740.00
45	Remove and replace Curb and Gutter, CIP	LF	64	\$77.00	\$4,928.00
46	Remove and replace Sidewalk including Remove and Replace Sidewalk Ramp to Existing Design*, CIP	SY	280	\$121.00	\$33,880.00
47	Concrete Spillway, 6" Thick, Reinforced PC Concrete, CIP	SF	506	\$35.00	\$17,710.00
ELECTRICAL / CONTROLS					
48	Cook St Tank Transducer Installation (Electrical), CIP	LS	1	\$82,000.00	\$82,000.00
STORAGE TANK					
49	Site Grading/Excavation	CY	1,000	\$23.00	\$23,000.00
50	Engineered Fill/Subgrade Prep for Tank Foundation, Including Compaction and Testing	CY	630	\$62.00	\$39,060.00
51a	Furnish and Install 18-in Rip/Rap	CY	7	\$375.00	\$2,625.00
52	Furnish and Install 0.300 Million Gallon Welded Steel Tank, AWWA D100-11, CIP	LS	1	\$567,000.00	\$567,000.00
53	Tank Foundation, Installed	LS	1	\$53,000.00	\$53,000.00
54	Furnish and Install Cathodic Protection for Tank, CIP	LS	1	\$30,000.00	\$30,000.00
55	Furnish and Install 18-Inch DIP, Including Trenching and Compacted Backfill, per APWA Standard Spec. 801, CIP	LF	301	\$195.00	\$58,695.00
56	Ductile Iron MJ fittings, class 250, 18" Waterlines incl. Joining Material	LB	3,795	\$13.00	\$49,335.00
57	18" Gate Valves w/ Valve Can, CIP	EA	3	\$31,000.00	\$93,000.00
58	4 1/2'-Depth Flush Hydrant w/ Piping Valves, and Connection	EA	1	\$10,000.00	\$10,000.00
59	Furnish and Install 18-Inch DI Mechanically Restrained Joint Assembly, per APWA Standard Spec. 801, CIP	EA	20	\$1,575.00	\$31,500.00
CONSTRUCTION SUBTOTAL					\$5,319,894.00
NMGRT (8.375%)					\$445,541.12

ITEM NO.	DESCRIPTION	UNIT	QTY	BID UNIT PRICE	BID AMOUNT
TOTAL PROJECT COSTS					\$5,765,435.12

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **[25th]** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 100 percent of the value of the Work completed (with the balance being retainage).
 - b. 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **100** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **1.5** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of **seventy-four (74)** sheets with each sheet bearing the following general title: **City of Truth or Consequences Shovel Ready Water Projects 1**
 - 7. Addenda (numbers [**1**] to [**4**], inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. **Contractor's Bid**
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 *Funding*

- A. The terms of this agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Owner may immediately terminate this Agreement by giving Contractor written notice of such termination. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Owner or the NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Owner or the Department.
- B. This contract is funded in whole or in part by funds made available under a New Mexico Finance Authority Agreement. Should the New Mexico Finance Authority early terminate the grant agreement, the Owner may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Owner's only liability shall be to pay Contractor or vendor for acceptable goods delivered and services rendered before the termination date.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [] (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

BOARD OF CITY COMMISSIONERS

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: CONTRACTOR

Printed Name:

Address:

By: _____ Date: _____

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:

Project Manager:

Traci Alvarez

Assistant City Manager

City of Truth or Consequences

575-952-0565

talvarez@torcnm.org

BOARD OF CITY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this day of _____, 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

NOTICE OF AWARD

Date of Issuance:

Owner:	Truth or Consequences, New Mexico	Owner's Project No.:	2025-09-007
Engineer:	Wilson & Company, Inc.	Engineer's Project No.:	2500015900
Project:	City of Truth or Consequences Shovel Ready Water Projects 1		
Contract Name:	City of Truth or Consequences Shovel Ready Water Projects 1		
Bidder:	J & H Services Inc		
Bidder's Address:	6616 Gulton Ct NE, Suite 90, Albuquerque, NM 87109		

You are notified that Owner has accepted your Bid dated [10/09/2025] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The Project includes the following Work:

The project includes the replacement and new installation of approximately 19 linear feet (LF) of 4-inch waterline, 970 LF of 6-inch waterline, 2,860 LF of 8-inch waterline, 3,959 LF of 10-inch waterline, and 5,647 LF of 12-inch C-900 DR-18 PVC waterline using open trench methods. It also includes the installation of approximately 74 LF of 18-inch steel casing by jack and bore, as well as 170 LF of 8-inch fusible PVC and 456 LF of 12-inch fusible PVC waterline segments installed by horizontal directional drilling. Some of the waterline replacement will occur within NMDOT right-of-way.

The scope of work also includes the installation of a 300,000-gallon storage tank, cathodic protection, and a transducer, along with the replacement of water service lines and the installation of valves, meters, hydrants, and connections to the existing system. Roadway work consists of asphalt removal and replacement to facilitate trenching and site restoration.

The Contract Price of the awarded Contract is \$[5,319,894.00 excluding NMGRT]. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **Three** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **[Describe other conditions that require Successful Bidder's compliance]**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **The City of Truth or Consequences, New Mexico**

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer